

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN CALALLEN INDEPENDENT SCHOOL DISTRICT AND EPIC Y-GRADE
LOGISTICS, LP
(Comptroller Application No. 1230)

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**AMENDMENT NO. 1**”) is entered into by and between **CALALLEN INDEPENDENT SCHOOL DISTRICT** (the “**District**”), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **EPIC Y-GRADE LOGISTICS, LP**, a Delaware limited partnership, Texas Taxpayer Identification Number 32065261490 (“**Initial Applicant**”). The Initial Applicant and the District may hereafter be referred together as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

WHEREAS, on or about September 10, 2018, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated September 10, 2018, by and between the District and Initial Applicant (the “**Initial Agreement**”);

WHEREAS, on June 23, 2022, pursuant to Section 10.2 of the Agreement, the Applicant requested to add to the definition of Applicant EPIC BTT JV, LP;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of this assignment and amendment request, and on October 4, 2022 the Comptroller issued its notice of completeness and issued its amended certification of the amended application on October 4, 2022, and approved the form of this AMENDMENT NO. 1 on October 4, 2022; and

WHEREAS, on December 12, 2022, the Board of Trustees determined that this AMENDMENT NO. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the TEXAS TAX CODE, and hereby approves this AMENDMENT NO. 1 and authorizes the District’s representative, whose signature appears below, to execute and deliver such AMENDMENT NO. 1 to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.3 of the Amendment No. 1, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Amendment No. 1 as follows:

1. **Amendments.** Agreement No. 1 is hereby amended as follows:

A. Section 1.1 DEFINITIONS

“*Applicant*” means EPIC Y-Grade Logistics LP, (Texas Taxpayer ID # 32065261490) and EPIC BTT JV, LP (Texas Taxpayer ID # 32078446831), the entities listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement

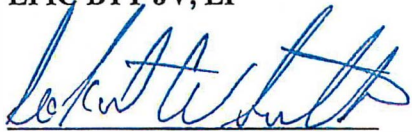
2. **Effect.** Except as modified and amended by the terms of this AMENDMENT NO. 1, all of the terms, conditions, provisions and covenants of the above-referenced findings of fact and Amendment No. 1 are ratified and shall remain in full force and effect, and Amendment No. 1 and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document and the above-referenced findings of fact and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this AMENDMENT NO. 1 and Amendment No. 1 or this AMENDMENT NO. 1 and the above-referenced findings of fact; the terms of this AMENDMENT NO. 1 shall prevail. A copy of this AMENDMENT NO. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller’s internet website. A copy of this AMENDMENT NO. 1 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this AMENDMENT NO. 1 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of December 12, 2022.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this AMENDMENT NO. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This AMENDMENT NO. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and Applicant have caused this AMENDMENT NO. 1 to be executed and delivered by their duly authorized representatives on this 12th day of December, 2022.

EPIC BTT JV, LP



By: Robert Smith
Title: SVP-Engineering & Operations
Fractionation

CALLEN INDEPENDENT SCHOOL
DISTRICT

By: 
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: 
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES