

**SECOND AMENDMENT TO AGREEMENT FOR LIMITATION
ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND
OPERATIONS TAXES
BETWEEN CROWELL INDEPENDENT SCHOOL DISTRICT AND
FOARD CITY WIND, LLC
(Comptroller Application No. 1231)**

This **SECOND AMENDMENT TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Second Amendment**”) is entered into by and between **CROWELL 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 **FOARD CITY WIND, LLC**, Texas Taxpayer Identification Number 32061561216 (“**Applicant**”). The 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 May 9, 2018, pursuant to Chapter 313 of the Texas Tax Code (the “**Act**”), the District adopted Findings of Fact and approved and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the District and Applicant (the “**Original Agreement**”);

WHEREAS, on or about July 29, 2019, pursuant to chapter 313 of the Texas Tax Code, the District passed, approved, and executed that certain Amended Agreement by and between the District and Applicant (the “**Amended Agreement**”);

WHEREAS, the District’s Findings of Fact and the Agreement reflect that Applicant committed to create and maintain ten (10) New Qualifying Jobs in connection with the project, which is consistent with industry standards;

WHEREAS, Section 9.1 of the Agreement provides that Applicant commits a material breach of the Agreement if Applicant fails to create and maintain the number of New Qualifying Jobs required by the Act, or if Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

WHEREAS, on April 15, 2026, pursuant to Section 10.2 of the Agreement, Applicant submitted to the District this Second Amendment and requested the following: to reduce the number of New Qualifying jobs it is committed to creating from ten (10) to one (1); to update the District Representative name to Dwain Milam and to update company representative to Patrick Beaudoin;

WHEREAS, the Parties notified the Texas Comptroller of the request for this Second Amendment, the Parties submitted to the Texas Comptroller a copy of this Second Amendment as well as certain amendments to the Application consistent with this Second Amendment, and the Comptroller issued its notice and approved the form of this Second Amendment on August 6, 2026; and

WHEREAS, on August 5, 2026 the Board of Trustees determined that this Second Amendment is

in the best interest of the District and the State of Texas and is consistent with and authorized by the Act, and hereby approves this Second Amendment and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement to the Applicant.

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to Section 10.2 of the Agreement, the Parties agree as follows:

1. Amendments.

A. Amendment to Application

The Agreement and the Application, as they relate to any obligation under the Agreement to create and maintain New Qualifying Jobs, including but not limited to Section 9 and Tab 14, Schedule C, of the Application, are hereby amended to reduce the number of New Qualifying Jobs that Applicant is committed to create and maintain from ten (10) New Qualifying Jobs to one (1) New Qualifying Job. The provisions of the Agreement and Application related to Non-Qualifying Jobs and to wage requirements for New Qualifying Jobs and Non-Qualifying Jobs are not amended in any respect. The District Representative is updated to Superintendent Dwain Milam. The applicant's authorized representative is updated to Patrick Beaudoin.

B. Amendment to Findings of Fact

The Agreement and the Findings of Fact, as they relate to any obligation under the Agreement to create and maintain New Qualifying Jobs, including but not limited to Board Findings Numbers 5 and 6, are hereby amended to reduce the number of New Qualifying Jobs that Applicant is committed to create and maintain from ten (10) New Qualifying Jobs to one (1) New Qualifying Job, and to recognize that one (1) New Qualifying Job is consistent with industry standards.

C. Notice to the District:

Superintendent: Dwain Milam
Crowell Independent School District
404 E Logan
Crowell, TX 79227
Phone: (940) 684-1403
Email: dwain.milam@crowellisd.net

D. Notice to Applicant:

Patrick Beaudoin
Asset Optimisation and Procurement
Foard City Wind, LLC
1225, rue Saint-Charles, Ouest 10e etage, bureau 1000
Longueuil, Quebec Canada, J4K 0B6
Phone: (450) 928-2550
Email: pbeaudoin@innnergex.com

E. Additional Operational Employment Commitment

Notwithstanding the reduction in the number of New Qualifying Jobs required under the Agreement, Applicant agrees that during the remaining term of the Agreement it shall maintain operations at the Project site employing no fewer than nine (9) additional full-time positions located at or assigned to the Project site. These positions are operational positions associated with the ongoing operation and maintenance of the Project and shall not be considered "New Qualifying Jobs" for purposes of Chapter 313 of the Texas Tax Code or the reporting requirements of the Texas Comptroller of Public Accounts.

The parties acknowledge that this operational employment commitment is a contractual obligation of the Applicant to the District separate from the statutory job creation requirements of Chapter 313.

Failure to maintain such operational positions for a period exceeding one hundred eighty (180) consecutive days, other than due to force majeure or temporary operational interruptions, shall constitute a breach of this Second Amendment.

2. **Effect.** Except as modified and amended by the terms of this Second Amendment, all of the terms, conditions, provisions and covenants of the Application, Findings of Fact, and Agreement are ratified and shall remain in full force and effect, and the Application, Findings of Fact, Agreement, and this Second Amendment shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Second Amendment and the Application, Findings of Fact, or Agreement, the terms of this Second Amendment shall prevail. A copy of this Second Amendment shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Second Amendment shall be recorded with the official Minutes of the meeting at which it has been approved on August 5, 2026.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Second Amendment, 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 Second Amendment 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 Second Amendment to be executed and delivered by their duly authorized representatives on this 5th day of August, 2026.

FOARD CITY WIND, LLC

By: 

**PATRICK BEAUDOIN
ASSET OPTIMISATION
AND PROCUREMENT**

**CROWELL 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