

AMENDMENT NO. 3
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN SEYMOUR INDEPENDENT SCHOOL DISTRICT AND GRIFFIN TRAIL
WIND, LLC
(Comptroller Application No. 1357)

This **AMENDMENT NO. 3 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**AMENDMENT NO. 3**”) is entered into by and between **SEYMOUR 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 **GRIFFIN TRAIL WIND, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32062400406 (“**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 October 17, 2019, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings (the “**Findings of Fact**”), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated October 17, 2019, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on October 26, 2020, the Board of Trustees approved Amendment No. 1 to the Agreement and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant.

WHEREAS, on June 28, 2021, the Board of Trustees approved Amendment No. 2 to the Agreement and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant.

WHEREAS, the District’s Findings of Fact and the Agreement reflect that Applicant committed to create and maintain three (3) 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 March 16, 2026, pursuant to Section 10.2 of the Agreement, Applicant submitted to the District this third Amendment and requested the following: to reduce the number of New Qualifying jobs it is committed to creating from three (3) to one (1) and to update company representatives to Patrick Beaudoin;

WHEREAS, the Parties notified the Texas Comptroller of the request for this third Amendment, the Parties submitted to the Texas Comptroller a copy of this third Amendment as well as certain amendments to the Application consistent with this third Amendment, and the Comptroller issued its notice and approved the form of this third Amendment on April 9, 2026; and

WHEREAS, on April 27, 2026, the Board of Trustees determined that this Amendment No. 3 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. 3 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 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 10.2 of the Agreement, the undersigned Parties agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

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 three (3) 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 Applicant's authorized representatives 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 three (3) 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 Applicant

Patrick Beaudoin

Asset Optimisation and Procurement

Innergex

1225, rue Saint-Charles, Ouest 10^e etage, bureau 1000

Longueuil, Quebec Canada, J4K0B9

Phone: (450) 928-2550

Email: pbeaudoin@innergex.com

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 3, all of the terms, conditions, provisions and covenants of the Findings of Fact and Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 3 shall be deemed to constitute a single instrument or document and the Findings of Fact and this Amendment No. 3 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 3 and the Agreement or this Amendment No. 3 and the Findings of Fact; the terms of this Amendment No. 3 shall prevail. A copy of this Amendment No. 3 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 3 shall be recorded with the official Minutes of the meeting at which it has been approved on April 27, 2026.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 3, 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. 3 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. 3 to be executed and delivered by their duly authorized representatives on this 27th day of April 2026.

GRIFFIN TRAIL WIND, LLC

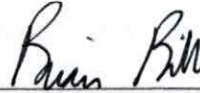
SEYMOUR INDEPENDENT SCHOOL DISTRICT

By:



**PATRICK BEAUDOIN
ASSET OPTIMISATION
AND PROCUREMENT**

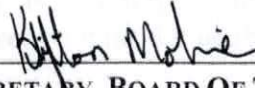
By:



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