

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY
FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ABBOTT INDEPENDENT SCHOOL DISTRICT AND SUN VALLEY
SOLAR, LLC
(Comptroller Application No. 1364)

This AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES (this “Amendment No. 2”) is entered into by and between ABBOTT 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 SUN VALLEY SOLAR, LLC, a Texas limited liability company, Texas Taxpayer Identification Number 32067114952 (“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 November 13, 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 November 13, 2019, by and between the District and Applicant (the “Agreement”);

WHEREAS, the Parties executed the Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes as of April 21, 2020;

WHEREAS, on November 2, 2021, pursuant to Section 10.2 of the Agreement, the Applicant requested to change the limitation period start date to begin on January 1, 2022, the first complete Tax Year that begins after the last day of the second complete Tax Year following the Qualifying Time Period;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “Comptroller”) of the request for this Amendment No. 2 on November 2, 2021, and the Comptroller approved the form of this Amendment No. 2 on November 15, 2021; and

WHEREAS, on December 8, 2021, the Board of Trustees determined that this Amendment No. 2 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. 2 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 and restated as follows:

A. Section 2.3 of Article II of the Agreement is amended and restated as follows:

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is June 10, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is November 13, 2019.

C. The Qualifying Time Period for this Agreement:

- i. Starts on November 13, 2019, the application approval date; and
- ii. Ends on December 31, 2021, the last day of the second complete Tax Year following the Qualifying Time Period start date;

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2022, the first complete Tax Year that begins after the end of Qualifying Time Period; and
- ii. Ends on December 31, 2031.

E. The Final Termination Date for this Agreement is December 31, 2036.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

B. Section 6.3 of Article VI of the Agreement is amended and restated as follows:

Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT. For each Tax Year beginning with the period starting with the first full year of the Qualifying Time Period (2020) and ending December 31 of the third year following the end of the Tax Limitation Period (Tax Year 2034), supplemental payments shall be owed. If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payments owed under Sections IV, V and VI of this Agreement, exceeds the Aggregate Limit for such tax year, the difference between the Applicant's Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply during the Qualifying Time Period or the three-year period following the end of the Limitation Period.

2. Effect. Except as modified and amended by the terms of this Amendment No. 2, all of the terms, conditions, provisions and covenants of the Findings of Fact and Agreement (as amended by Amendment No. 1) are ratified and shall remain in full force and

effect, and the Agreement (as amended by Amendment No. 1) and this Amendment No. 2 shall be deemed to constitute a single instrument or document and the Findings of Fact and this Amendment No. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement (as amended by Amendment No. 1) or this Amendment No. 2 and the Findings of Fact; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 2 shall be recorded with the official Minutes of the meeting at which it has been approved on December 8, 2021.

3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment No. 2, 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. 2 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. 2 to be executed and delivered by their duly authorized representatives on this 8th day of December, 2021.

DS
RH

SUN VALLEY SOLAR, LLC

DocuSigned by:
By: Bill Keeney
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AUTHORIZED REPRESENTATIVE

ABBOTT INDEPENDENT SCHOOL DISTRICT

By: [Signature]
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: [Signature]
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES