AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BY AND BETWEEN DAMON INDEPENDENT SCHOOL DISTRICT AND BRAZORIA WEST SOLAR PROJECT, LLC (Texas Taxpayer ID #32066924575)
(Comptroller Application No. 1392)

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 DAMON 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 BRAZORIA WEST SOLAR PROJECT, LLC, a Delaware limited liability company, Texas Taxpayer Identification Number 32066924575 ("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 February 20, 2020, 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 February 20, 2020, by and between the District and Applicant (the "Agreement");

WHEREAS, on or about August 20, 2020, pursuant to Section 10.2 of the Agreement, the Applicant requested to (i) change the qualifying time period start date to January 1, 2022, (ii) change the limitation period start date to January 1, 2023, (iii) amend Subsections 2.3.C., 2.3.D and 2.3.E, and (iv) amend description of qualified investment and qualified property in Exhibits 3 and 4;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the "Comptroller") of the Amended Application and the request for this Amendment No. 1 on September 14, 2020, and the Comptroller issued its notice of completeness letter on October 9, 2020, issued its amended certification of the Amended Application on October 9, 2020, and approved the form of this Amendment No. 1 on October 9, 2020; and

WHEREAS, on October 15, 2020, 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 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.** Subsections 2.3.C., 2.3.D and 2.3.E of the Agreement are amended as follows:

C. The Qualifying Time Period for this Agreement:
   i. Starts on January 1, 2022, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
   ii. Ends on December 31, 2023, 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, 2023, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
   ii. Ends on December 31, 2032.

E. The Final Termination Date for this Agreement is December 31, 2037, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

2. **Amendments.** Subsection 6.3 of the Agreement is amended as follows:

Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT.

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2022) and ending December 31 of the third year following the end of the Tax Limitation Period (2035), Supplemental payments shall be owed. During the Qualifying Time Period and for the three years following the end of the Tax Limitation Period, the supplemental payment amount shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payment Amount, calculated 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 nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

3. **Amendments.** Exhibit 3 is amended, restated, and replaced in its entirety with the Exhibit 3 attached hereto, which reflects an amended description of Qualified Investment.

4. **Amendments.** Exhibit 4 is amended, restated, and replaced in its entirety with the Exhibit 4 attached hereto, which reflects an amended description of Qualified Property.

5. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, 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. 1 shall be deemed to constitute a single instrument or document and the 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 the Agreement or this Amendment No. 1 and the 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 on October 15, 2020.

6. **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.

7. **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 15th day of October, 2020.

BRAZORIA WEST SOLAR PROJECT, LLC

By: Scott [signature]

AUTHORIZED REPRESENTATIVE

BY: [signature]

AUTHORIZED REPRESENTATIVE

DAMON 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

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

This proposed project provides for the design and construction of a solar energy facility and associated infrastructure. Approximately 75 megawatts AC solar capacity will be located within Damon Independent School District with an estimated $68,812,500 to be allocated within Damon Independent School District.

If approved, the project will be executed in one phase and estimated to commence construction on or about Q3 2021 with completion on or about Q3 2022.

Site Information:
If approved, the proposed solar energy facility would be constructed in what is generally described as approx. 520 acres of vacant cropland located exclusively within *Precinct No. 4, Brazoria County, Texas*. The legal description of the reinvestment zone can be found in the resolution designating the reinvestment zone approved by the Damon ISD Board of Trustees on February 20, 2020.

Potential project-related improvements and tangible personal property for which this value limitation is sought includes the following:

- Photovoltaic solar panel modules (approx. 240,000 panels);
- DC to AC inverters, tracker racking systems (mounting structures);
- Medium- and high-voltage electric cabling;
- High voltage transformer, switchgear, transmission equipment, telecom, and supervisory control and data acquisition (SCADA) equipment;
- High voltage transmission line ("gen-tie");
- Meteorological equipment;
- Safety, operations, and maintenance equipment; and
- Eligible ancillary and necessary equipment.

Additional support infrastructure related to the project may also include:
- underground collection systems for cables;
- perimeter fencing; and
- security equipment.

Based on the current project configuration and attributes, the productive life range for this project is estimated at 30-35 years.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This proposed project provides for the design and construction of a solar energy facility and associated infrastructure. Approximately 75 megawatts AC solar capacity will be located within Damon Independent School District with an estimated $68,812,500 to be allocated within Damon Independent School District.

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