UNDERWOOD

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March 25, 2026

Jo Ann Reyes, Senior Research Analyst
Chapter 313 Team
Data Analysis and Transparency Division
Texas Comptroller of Public Accounts
P.O. Box 13528 Capitol Station
Austin, TX 78711

Via Email

Re: App No. 1507 – Claude ISD-FGE Goodnight II, LLC

Dear Jo Ann:

Enclosed please find a fully executed copy of Amendment No. 3 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties.

Please feel free to contact us if you require anything further.

Sincerely,

Fred A. Stormer

Encl.
4650116

cc: Chief Appraiser, Armstrong CAD — ***via email: armstrongcad@armstrongcad.org***
Giulia Ribeiro, Legal & Structuring, Serena — ***via email: giulia.ribeiro@srna.co***
Andrea Sztajn, CFO, Serena — ***via email: andrea.sztajn@srna.co***
Daron Fredrickson, Merit Advisors — ***via email: dfredrickson@meritadvsior.com***
Brent Kirkland, Superintendent, Claude ISD

AMENDMENT NO. 3
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN CLAUDE INDEPENDENT SCHOOL DISTRICT AND FGE GOODNIGHT II, LLC
(*Comptroller Application No. 1507*)

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 **CLAUDE 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 **FGE GOODNIGHT II, LLC**, a limited liability company, Texas Taxpayer Identification Number *32064194957* ("**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 December 10, 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 December 10, 2020, as amended by Amendment No. 1 dated March 20, 2023 and Amendment No. 2 dated October 21, 2024, by and between the District and Applicant (collectively, the "**Agreement**");

WHEREAS, pursuant to Section 10.2 of the Agreement, Applicant has requested to amend to: (i) delay the start of the Tax Limitation Period to January 1, 2028 (ii) amend Sections 2.3.D and 2.3.E and Exhibit 5, accordingly, to reflect the foregoing change; and (iii) update the District's authorized representative information.

WHEREAS, the Parties agree to modify the Agreement to the extent necessary to comport with the foregoing requested changes;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the "**Comptroller**") of the Application Post Execution Amendment No. 3 and the request for this Amendment No. 3 on February 24, 2026, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on March 16, 2026; and

WHEREAS, on March 24, 2026, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, 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, as that statute existed immediately before its expiration pursuant to Section 313.171(a), and hereby approves this Amendment No. 3 and authorizes the District's representative, whose signature appears below, to execute and deliver such Amendment No. 3 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 intending to be legally bound, do hereby covenant and agree as follows:

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

a. **Section 2.3.D**. Section 2.3.D of the Agreement is deleted in its entirety and replaced with the following:

D. The Tax Limitation Period for this Agreement:
1. Starts on January 1, 2028, the first complete Tax Year that begins after the commencement of Commercial Operations; and,
2. Ends on December 31, 2037.

b. **Section 2.3.E**. Section 2.3.E of the Agreement is amended to reflect that the Final Termination Date for this Agreement is December 31, 2042.

c. **Section 10.1.B.** Section 10.1.B of the Agreement is deleted in its entirety and replaced with the following:

B. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To the District:
Claude Independent School District
Attn: Brent Kirkland, Superintendent
(or the successor Superintendent)
500 W 5th St.
Claude, TX 79019
Phone #: (806) 226-7331
Fax #: (806) 226-2244
Email: brent.kirkland@claudeisd.net

With a copy to:
Underwood Law Firm, P.C.
Attn: Fred Stormer
500 S. Taylor, LB 233, Suite 1200
Amarillo, TX 79101
Phone #: (806) 379-0306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

d. **Exhibit 5**. **EXHIBIT 5** of the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 5**.

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 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. Should there be any inconsistency between the terms of this Amendment No. 3 and the Agreement; 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 and a copy of this Amendment No. 3 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of December 10, 2020.

3. **Fees and Expenses for Amendment**. Applicant has paid District's legal fees to the District's attorneys, which includes any additional expenses, associated with this Amendment No. 3 in an amount of $15,000.

4. **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.

5. **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.

6. **Electronic Delivery.** This Amendment No. 3 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment No. 3 to the other executing Parties. This Amendment No. 3 shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

IN WITNESS HEREOF, the District and Applicant have caused this Amendment No. 3 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

[*signatures follow on next page*]

APPROVED AND EFFECTIVE as of the 24th day of March, 2026.

FGE GOODNIGHT II, LLC	**CLAUDE INDEPENDENT SCHOOL DISTRICT**
BY:	BY: Ryan Slack
NAME: Alexandre Godóe Andrade Siqueira	NAME:
TITLE: Officer	TITLE: VP

DISTRICT ATTEST:

BY: Jessica Finley
NAME: Jessica Finley
TITLE: Sec.

EXHIBIT 5
AGREEMENT SCHEDULE

	Year of Agreement	Date of Appraisal	School Year	Tax Year	Summary Description
Limitation Pre-Years	Pre-Year	January 1, 2020	2020-21	2020	Pre-Year
	QTP 1	January 1, 2021	2021-22	2021	QTP 1 begins January 1, 2021
	QTP 2	January 1, 2022	2022-23	2022	QTP 2 ends December 31, 2022
	Gap Year	January 1, 2023	2023-24	2023	Gap Year
	Gap Year	January 1, 2024	2024-25	2024	Gap Year
	Gap Year	January 1, 2025	2025-26	2025	Gap Year
	Gap Year	January 1, 2026	2026-27	2026	Gap Year
	Gap Year	January 1, 2027	2027-28	2027	Gap Year
Limitation Period (10 Years)	1	January 1, 2028	2028-29	2028	$20 million appraisal limitation
	2	January 1, 2029	2029-30	2029	$20 million appraisal limitation
	3	January 1, 2030	2030-31	2030	$20 million appraisal limitation
	4	January 1, 2031	2031-32	2031	$20 million appraisal limitation
	5	January 1, 2032	2032-33	2032	$20 million appraisal limitation
	6	January 1, 2033	2033-34	2033	$20 million appraisal limitation
	7	January 1, 2034	2034-35	2034	$20 million appraisal limitation
	8	January 1, 2035	2035-36	2035	$20 million appraisal limitation
	9	January 1, 2036	2036-37	2036	$20 million appraisal limitation
	10	January 1, 2037	2037-38	2037	$20 million appraisal limitation
Maintain a Viable Presence (5 Years)	11	January 1, 2038	2038-39	2038	No appraisal limitation; must maintain a viable presence
	12	January 1, 2039	2039-40	2039	No appraisal limitation; must maintain a viable presence
	13	January 1, 2040	2040-41	2040	No appraisal limitation; must maintain a viable presence
	14	January 1, 2041	2041-42	2041	No appraisal limitation; must maintain a viable presence
	15	January 1, 2042	2042-43	2042	No appraisal limitation; must maintain a viable presence