

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN MARLIN INDEPENDENT SCHOOL DISTRICT AND COPPERHEAD
SOLAR, LLC
(Comptroller Application No. 1639)

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 **MARLIN 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 **COPPERHEAD SOLAR, LLC**, Texas Taxpayer Identification Number 320738184552 (“**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 June 20, 2022, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public meeting 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 June 20, 2022, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on October 27, 2023 pursuant to Section 10.2 of the Agreement, the Applicant submitted Amendment No. 1 and requested to modify the Projected Timeline and Business Applicant Information;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the request for this Amendment No. 1, and the Comptroller issued its notice and approved the form of this Amendment No. 1 on December 7, 2023; and

WHEREAS, on December 11, 2023 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.

A. Sections 2.3.D-E are hereby deleted and replaced with the following amended as follows:

Section 2.3. TERM OF THE AGREEMENT.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2024, the first complete Tax Year that begins after the commencement of commercial operations; and
- ii. Ends on December 31, 2033.

E. The Final Termination Date for this Agreement is December 31, 2038.

B. Exhibit 3 is hereby deleted and replaced with the attached Exhibit 3.

C. Exhibit 4 is hereby deleted and replaced with the attached Exhibit 4.

D. Exhibit 5 is hereby deleted and replaced with the attached Exhibit 5.

2. **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 [DATE], 2023.

3. **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.

4. **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 11th day of DECEMBER 2023.

COPPERHEAD SOLAR, LLC

MARLIN INDEPENDENT SCHOOL DISTRICT

By: 

AUTHORIZED SIGNER

By: 

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: *Myrleen Terry*
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

Copperhead Solar, LLC proposes to construct a 135 MW ac (net capacity) Photovoltaic solar facility with associated battery storage that would be sited on land approximately 4 miles east northeast of Perry Texas and approximately 3.5 miles northwest of Otto, Texas in Falls County. This permanent battery storage will only be used to store electricity that is subject of Application 1639. This application covers all qualified property in the reinvestment zone and project boundary within Marlin ISD necessary for the commercial operations of the proposed solar project described in Tab 4. Approximately 377,970 PV panels and 38 solar inverters would be located in Falls County, all of which would be located in Marlin ISD.

Qualified Investment for this Project includes:

- collection systems
- transmission lines
- electrical interconnections
- roads
- control systems necessary for commercial generation of electricity
- solar modules/panels
- foundations
- racking and mounting structures
- inverters boxes
- combiner boxes
- meteorological equipment
- maintenance and operations building
- battery storage equipment
- paving
- fencing
- electrical substations
- generation transmission tie line and associated towers
- interconnection facilities.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Copperhead Solar, LLC proposes to construct a 135 MW ac (net capacity) Photovoltaic solar facility with associated battery storage that would be sited on land approximately 4 miles east northeast of Perry Texas and approximately 3.5 miles northwest of Otto, Texas in Falls County. This permanent battery storage will only be used to store electricity that is subject of Application 1639. This application covers all qualified property in the reinvestment zone and project boundary within Marlin ISO necessary for the commercial operations of the proposed solar project described in Tab 4. Approximately 377,970 PV panels and 38 solar inverters would be located in Falls County, all of which would be located in Marlin ISD.

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EXHIBIT 5

**AGREEMENT
SCHEDULE**

	Year of Agreement	School Year	Tax Year	Summary of Description
Limitation Pre-Year(s)	QTP 1	2023-24	2023	Limitation Pre-Year; QTP begins January 1, 2023
				Limitation Pre-Year; QTP ends December 31, 2024
Limitation Period (10 Years)	QTP2/ VL1	2024-25	2024	\$20 Million appraisal limitation
	2	2025-26	2025	\$20 Million appraisal limitation
	3	2026-27	2026	\$20 Million appraisal limitation
	4	2027-28	2027	\$20 Million appraisal limitation
	5	2028-29	2028	\$20 Million appraisal limitation
	6	2029-30	2029	\$20 Million appraisal limitation
	7	2030-31	2030	\$20 Million appraisal limitation
	8	2031-32	2031	\$20 Million appraisal limitation
	9	2032-33	2032	\$20 Million appraisal limitation
	10	2033-34	2033	\$20 Million appraisal limitation; Limitation Period Ends December 31, 2033
Maintain Viable Presence	11	2034-35	2034	No appraisal limitation; must maintain viable presence
	12	2035-36	2035	No appraisal limitation; must Maintain viable presence.
	13	2036-37	2036	No appraisal limitation; must maintain viable presence
	14	2037-38	2037	No appraisal limitation; must maintain viable presence
	15	2038-39	2038	No appraisal limitation; must maintain viable presence; Final Termination Date: December 31, 2038.