

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN WINK-LOVING INDEPENDENT SCHOOL DISTRICT AND ETC TEXAS
PIPELINE, LTD
(Comptroller Application No. 1710)

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 **WINK-LOVING 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 **ETC TEXAS PIPELINE, LTD**, Texas Taxpayer Identification Number 10505324664 (“**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 20, 2022, 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 20, 2022, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on September 12, 2025, pursuant to Section 10.2 of the Agreement, the Applicant submitted Amendment No. 1 and requested to modify the applicant contact information, and business applicant information;

WHEREAS, on November 17, 2025, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

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 November 3, 2025; and

WHEREAS, on November 17, 2025 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. Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District

| | | |
|-----------|--|--|
| Name: | Wink-Loving ISD | With Copy to |
| Attn: | Superintendent Mr. Scotty Carman or his successor | Leon Alcala, PLLC Sara Hardner Leon |
| Address: | 200 N Rosey Dodd Ave P.O. Box 637 | 1114 Lost Creek Blvd Suite 420 |
| City/Zip: | Wink, Texas 79789 | Austin, Texas 78746 |
| Phone : | (432) 527-3880 ext: 7002 | (512) 637-4244 |
| Fax : | (432) 527-3505 | (512) 637-4245 |
| Email: | scarman@wlisd.net | saraleongroup@leonalcala.com |

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

To the Applicant

| | | |
|-----------|---|---|
| Name: | Energy Transfer Partners, LP | With Copy to |
| Attn: | Rebecca Otterson, Director, Property Tax | KE Andrews Mike Fry, Senior Director, Energy Services |
| Address: | 8111 Westchester Drive | 2424 Ridge Road |
| City/Zip: | Dallas, Texas 75225 | Rockwall, Texas 75087 |
| Phone: | (210) 572-0457 | (469) 298-1594 |
| Email: | Rebecca.otterson@energytransfer.com | mfry@keatax.com |

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information in accordance with the terms of the Agreement.

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 November 17, 2025.

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 17th day of November 2025.

ENERGY TRANSFER PARTNERS, LP WINK-LOVING INDEPENDENT SCHOOL DISTRICT

By: 
AUTHORIZED SIGNER

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