

**AMENDMENT NO. 1  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES  
BETWEEN UNITED INDEPENDENT SCHOOL DISTRICT  
AND SIETE WIND, LLC  
(Comptroller Application No. 1656)**

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 **UNITED 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 **SIETE WIND, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32065490677 (“**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 April 20, 2022, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated April 20, 2022, by and between the District and Applicant (the “**Agreement**”);

**WHEREAS**, pursuant to Section 10.2 of the Agreement, the Applicant has requested to (i) delay the start date of the Tax Limitation Period to January 1, 2025, and (ii) amend Sections 2.3.D and 2.3.E and Exhibit 5, accordingly, to reflect the foregoing change;

**WHEREAS**, the Parties agree to modify the Application and Agreement to confirm that the Application and Agreement are amended to the extent necessary to comport with the delay of the start date of the Tax Limitation Period;

**WHEREAS**, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Application Amendment after Agreement Execution No. 001 and the request for this Amendment No. 1 on August 29, 2022, and the Comptroller issued its Amended Completeness, Certificate and Agreement Approval letter on December , 2022; and

**WHEREAS**, on December 14, 2022, 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. 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 District’s representative, whose signature appears below, to execute and deliver such Amendment No. 1 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. **Amendments.** 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, 2025, the first complete Tax Year that begins after the commencement of Commercial Operations; and,
      2. Ends on December 31, 2034.
  - 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, 2039.
  - c. **Exhibit 5. EXHIBIT 5** to 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. 1, the Application and 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. 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, 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 and a copy of this Amendment No. 1 shall also be recorded with the official Minutes of the meeting of April 20, 2022.

3. **Fees and Expenses for Amendment.** Applicant agrees to pay District's legal fees at normal hourly rates to the District's attorneys in an amount not to exceed \$15,000.00, including any expenses associated with this Amendment No. 1, within 15 days of Applicant's receipt of the invoice from District's counsel. Failure to pay such invoice shall constitute a material breach of this Agreement.

4. **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.

5. **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.

6. **Electronic Delivery.** This Amendment No. 1 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. 1 to the other executing Parties. This Amendment No. 1 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. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date below.

APPROVED AND EFFECTIVE as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**SIETE WIND, LLC**

**UNITED INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DISTRICT ATTEST:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT 5**  
**AGREEMENT SCHEDULE**

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

**Agreement for Limitation on Appraised Value**  
Between United ISD and Siete Wind, LLC  
(App No. 1656), December 14, 2022  
Exhibit 5

*Texas Economic Development Act Agreement  
Comptroller Form 50-826 (October 2020)*