

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND GCC PERMIAN, LLC
(Comptroller Application No. 1652)

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 **ECTOR COUNTY 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 **GCC PERMIAN, LLC**, a limited liability company, Texas Taxpayer Identification Number 32061586312 (“**Applicant**” or “**Applicant Parties**”). 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 19, 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 April 19, 2022, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, Applicant has requested to (i) change the scope and size of the project and (ii) amend Exhibits 3 and 4, accordingly, to reflect the foregoing change;

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

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Application Amendment No. 3 and the request for this Amendment No. 1 on May 16, 2022, and the Comptroller issued its notice of amended completeness, certificate and agreement approval on September 12, 2022; and

WHEREAS, on October 19, 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. **Amendment.** The Agreement is hereby amended as follows:
 - a. **Exhibit 3 Description.** The page with the description of Applicant's Qualified Investment attached to Exhibit 3 is deleted in its entirety and replaced with the attached Exhibit 3 page with the description of Applicant's Qualified Investment.
 - b. **Exhibit 4 Description.** The page with the description of Applicant's Qualified Property attached to Exhibit 4 is deleted in its entirety and replaced with the attached Exhibit 4 page with the description of Applicant's Qualified Property.

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 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 Findings of Fact in the official Minutes of the meeting of April 19, 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 \$17,500.00, including the expenses related to District's attorneys retaining a school finance consultant, within 15 days of Applicant's receipt of the invoice from District's counsel.

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.

GCC PERMIAN, LLC

**ECTOR COUNTY INDEPENDENT SCHOOL
DISTRICT**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DISTRICT ATTEST:

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

GCC Permian is proposing to add 3,500 metric tons per day clinker production capacity at its existing Odessa, Texas facility. This proposed plant addition would be located in Ector County and entirely within Ector County ISD.

Below is a list of the major new equipment comprising this plant as follows:

- Raw Materials Unloading System
- Additives Storage
- Limestone Storage
- Raw Mill System
- Exhaust Gas Conditioning Equipment
- Raw Meal Silo
- Kiln Feed System
- Preheater/precalciner system designed to burn natural gas, alternative fuels or a combination of both
- Kiln system with burner designed to burn up to 40% alternative fuels.
- Cooler
- Kiln and raw Meal Bag House
- Clinker Conveyor System Equipment
- Clinker Storage Silos
- Cement Mill Feed Equipment
- Cement Mill System
- Compressors
- Main Substation with Electrical Switchgear and electrical components
- Power Distribution Centers for the new line
- Instrumentation equipment
- Automatic Sampling System

Also included in this Agreement are all of the associated concrete foundations, new pipe supports, new intra-plant piping, new intra-plant conduit and connections, new control loops, new safety systems, new fire water protection, new insulation, new pollution control equipment and new utilities necessary to safely operate the new equipment.

EXHIBIT 4

APPLICANT'S QUALIFIED PROPERTY

GCC Permian is proposing to add 3,500 metric tons per day clinker production capacity at its existing Odessa, Texas facility. This proposed plant addition would be located in Ector County and entirely within Ector County ISD.

Below is a list of the major new equipment comprising this plant as follows:

- Raw Materials Unloading System
- Additives Storage
- Limestone Storage
- Raw Mill System
- Exhaust Gas Conditioning Equipment
- Raw Meal Silo
- Kiln Feed System
- Preheater/precalciner system designed to burn natural gas, alternative fuels or a combination of both
- Kiln system with burner designed to burn up to 40% alternative fuels.
- Cooler
- Kiln and raw Meal Bag House
- Clinker Conveyor System Equipment
- Clinker Storage Silos
- Cement Mill Feed Equipment
- Cement Mill System
- Compressors
- Main Substation with Electrical Switchgear and electrical components
- Power Distribution Centers for the new line
- Instrumentation equipment
- Automatic Sampling System

Also included in this Agreement are all of the associated concrete foundations, new pipe supports, new intra-plant piping, new intra-plant conduit and connections, new control loops, new safety systems, new fire water protection, new insulation, new pollution control equipment and new utilities necessary to safely operate the new equipment.

Agreement for Limitation on Appraised Value
Between Ector County ISD and GCC Permian, LLC
(App No. 1652), October 18, 2022
Exhibit 4

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