

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 GRANSOLAR TEXAS THREE LLC
(Comptroller Application No. 1744)

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 **GRANSOLAR TEXAS THREE LLC**, a limited liability Corporation, Texas Taxpayer Identification Number 32079115153 (“**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 September 6, 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 September 6, 2022, by and between the District and Applicant (collectively, the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, Applicant has notified District that it desires to (i) update the information regarding property not eligible to become Qualified Property and (ii) update the project location maps and Enterprise Zone map;

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 Amendment after Execution No. 1 and the request for this Amendment No. 1 on October 18, 2023, and the Comptroller approved the form of this Amendment No. 1 on October 27, 2023; and

WHEREAS, on November 15, 2023, 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. **Exhibits 1, 3 and 4.** Exhibits 1, 3 and 4 of the Agreement are deleted in their entirety and replaced with the attached Exhibits 1, 3 and 4.

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 September 6, 2022.

3. **Fees for Amendment.** Applicant agrees to pay District's legal fees to the District's attorneys in an amount not to exceed \$15,000.00 plus any costs associated with this Amendment No. 1, within 15 days of Applicant's receipt of the invoice from District's counsel, without any further action required by or 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.

Signature Page Follows

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 _____, 2023.

GRANSOLAR TEXAS THREE LLC

UNITED INDEPENDENT SCHOOL DISTRICT

BY: Jose Miguel Plaza

BY: _____

NAME: Jose Miguel Plaza

NAME: _____

TITLE: Authorized signatory

TITLE: _____

DISTRICT ATTEST:

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

Webb County is a designated enterprise zone county as defined under the Texas Governor’s “Governor’s Economic Development Finance Department online” link provided by the Texas Comptroller website under “The Texas Enterprise Zone Program.” The Governor’s website “Texas Enterprise Zone Program”- “Economic Zone Program Rules, 10 TAC 176” according to section (b), subsection (11); which defines a distressed county as: “a county that has a poverty rate above 15.4 percent based on the most recent decennial census; in which at least 25.4 percent of the adult population does not hold a high school diploma or high school equivalency certificate based on the most recent decennial census; and that has an unemployment rate that has remained above 4.9 percent during the preceding five years, based on Texas Workforce Commission data.”

Source: <https://businessintexas.com/services/tax-incentives?view=texas%20enterprise%20zone%20program>

Webb County meets the guidelines as a “Distressed County” under the Texas Government Code Chapter 2303.003 (1-c). Where a “Distressed County” means a County:

(A) The Poverty rate in Webb County is currently 19.9%.

Income & Poverty		Webb County, Texas
Population Estimates, July 1 2021, (V2021)		267,945
PEOPLE		
Income & Poverty		
Median household income (in 2020 dollars), 2016-2020		\$50,296
Per capita income in past 12 months (in 2020 dollars), 2016-2020		\$19,048
Persons in poverty, percent		19.9%

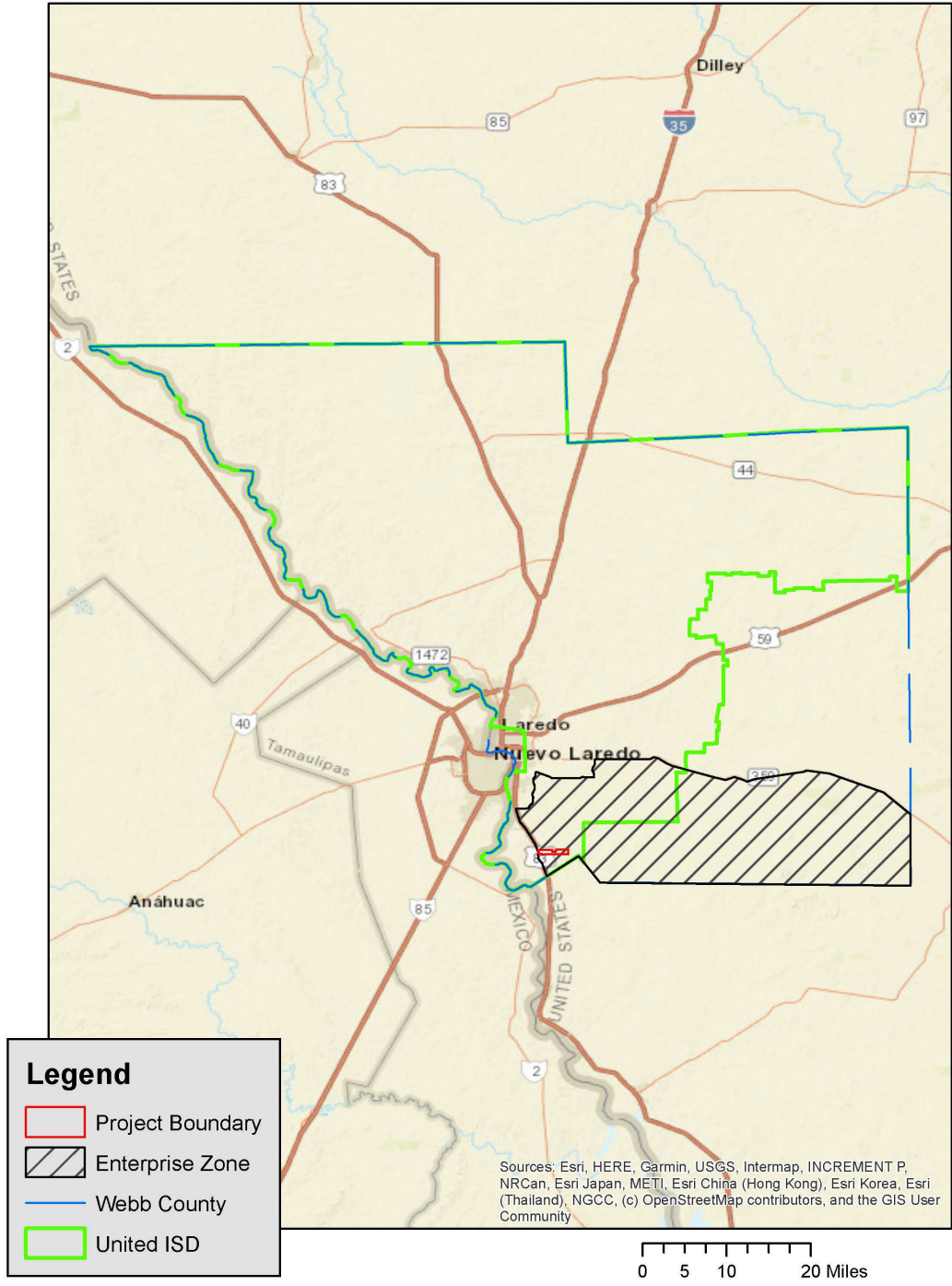
(B) The adult population that does not hold a high school diploma or high school equivalency certificate in Webb County; persons of age 25 years+ were: 31.5% during 2016-2020.

Education		Webb County, Texas
Population Estimates, July 1 2021, (V2021)		267,945
PEOPLE		
Education		
High school graduate or higher, percent of persons age 25 years+, 2016-2020		68.2%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020		18.8%

(C) The unemployment rate in Webb County during the preceding 5 years has been 5.0% in 2017 and 6.6 % in 2021. Source: TWC

Maps of Enterprise Zone

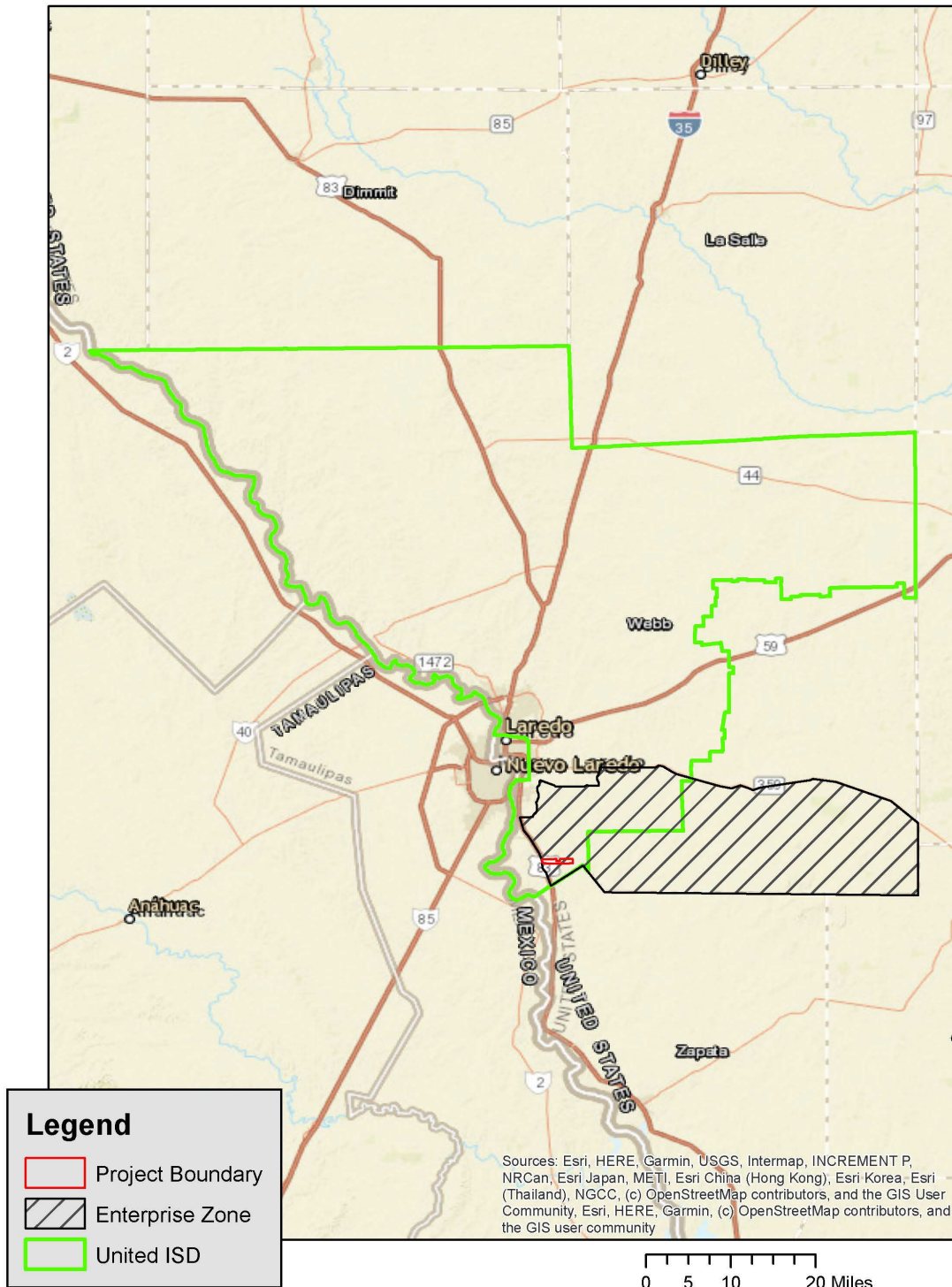
Gransolar Texas Three, LLC



Agreement for Limitation on Appraised Value
 Between United ISD and Gransolar Texas Three LLC
 (App No. 1744), November 15, 2023
 Exhibit 1

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

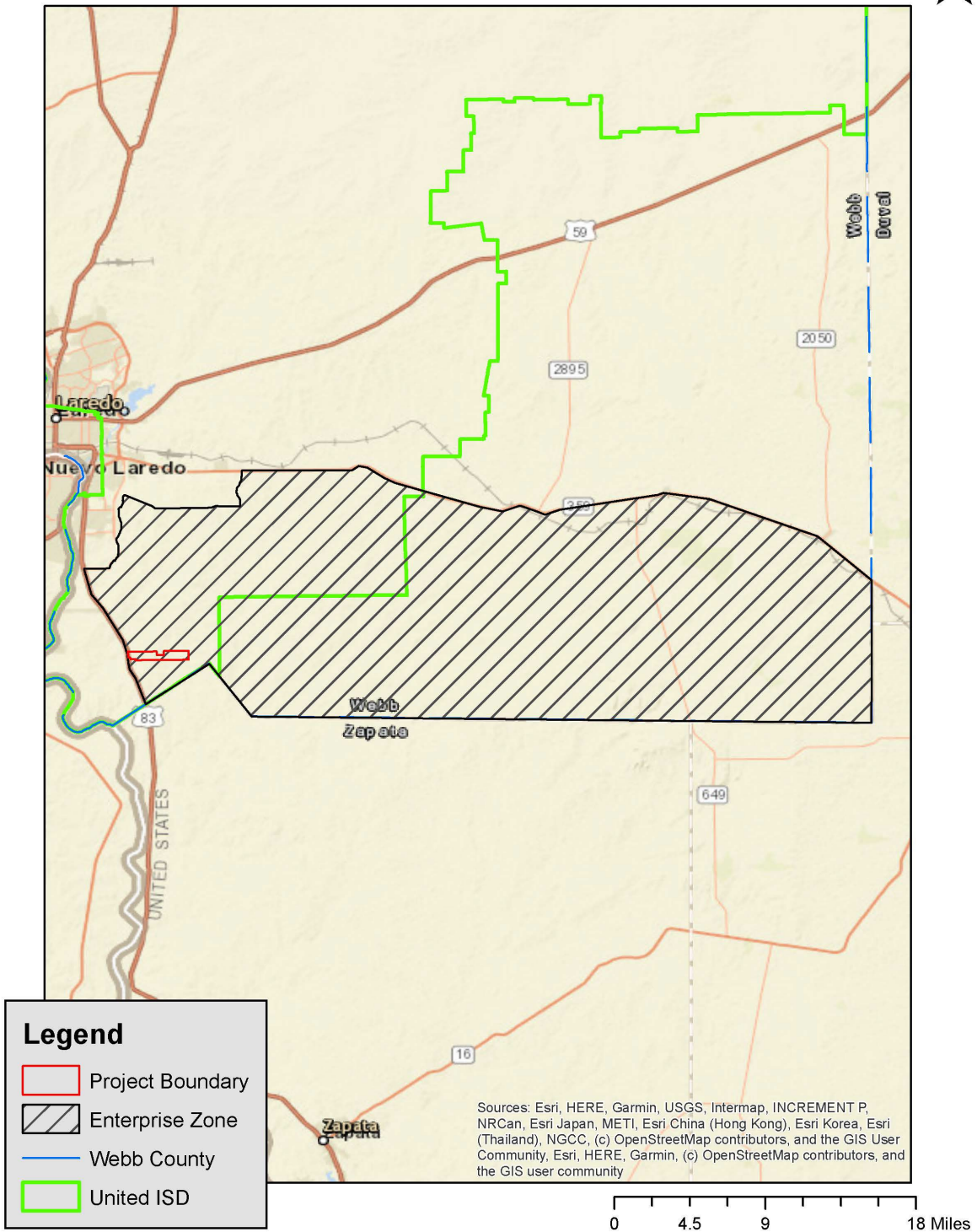
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EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

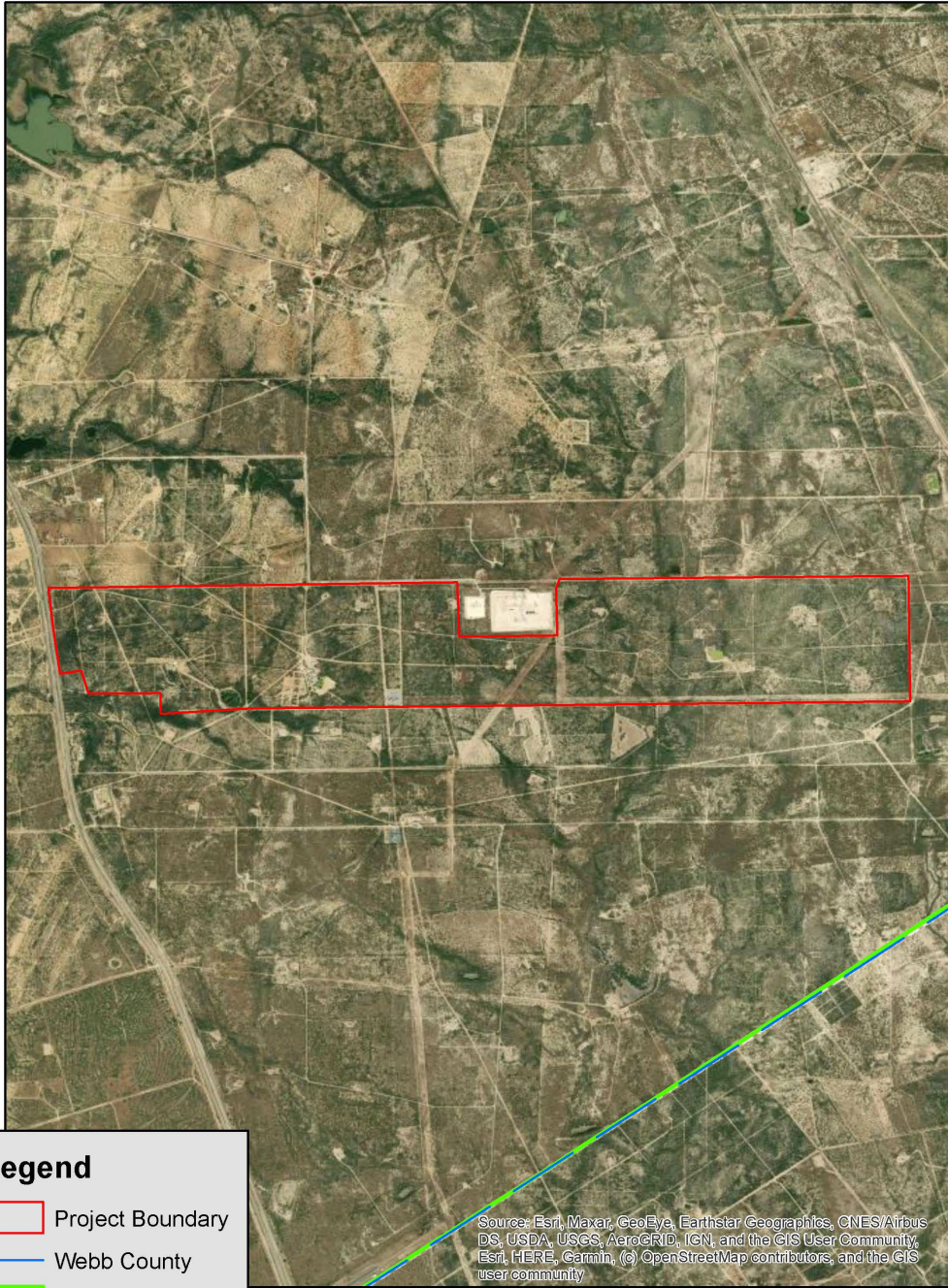
Gransolar Texas Three LLC is a 169 MW/AC solar electric generation facility, that will be located in southern Webb County within southern United Independent School District. The facility will feature 355,056 photovoltaic panels and 47 central inverters.

Gransolar Texas Three LLC requests that the limitation covers all qualified investment and qualified property located within United ISD. It is our request that the limitation includes all eligible and ancillary equipment including the following:




Please Note: This Agreement covers all qualified property in the enterprise zone and project boundary within United ISD.

- Substation
- Transmission Line
- Inverter and Transformers
- Foundations
- Roadways, Paving, & Fencing
- Posts & Racking Equipment
- SCADA equipment
- Mounting & Tracker Equipment
- Interconnection Facilities
- Solar Modules & Panels
- Power Conditioning Equipment
- Combiner Boxes
- Operation & Maintenance Buildings
- DC and AC collection wires, cables, and equipment
- Meteorological Towers & Equipment

MAP OF QUALIFIED INVESTMENT
Gransolar Texas Three, LLC



Legend

-  Project Boundary
-  Webb County
-  United ISD

0 0.325 0.65 1.3 Miles

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Exhibit 3

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EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

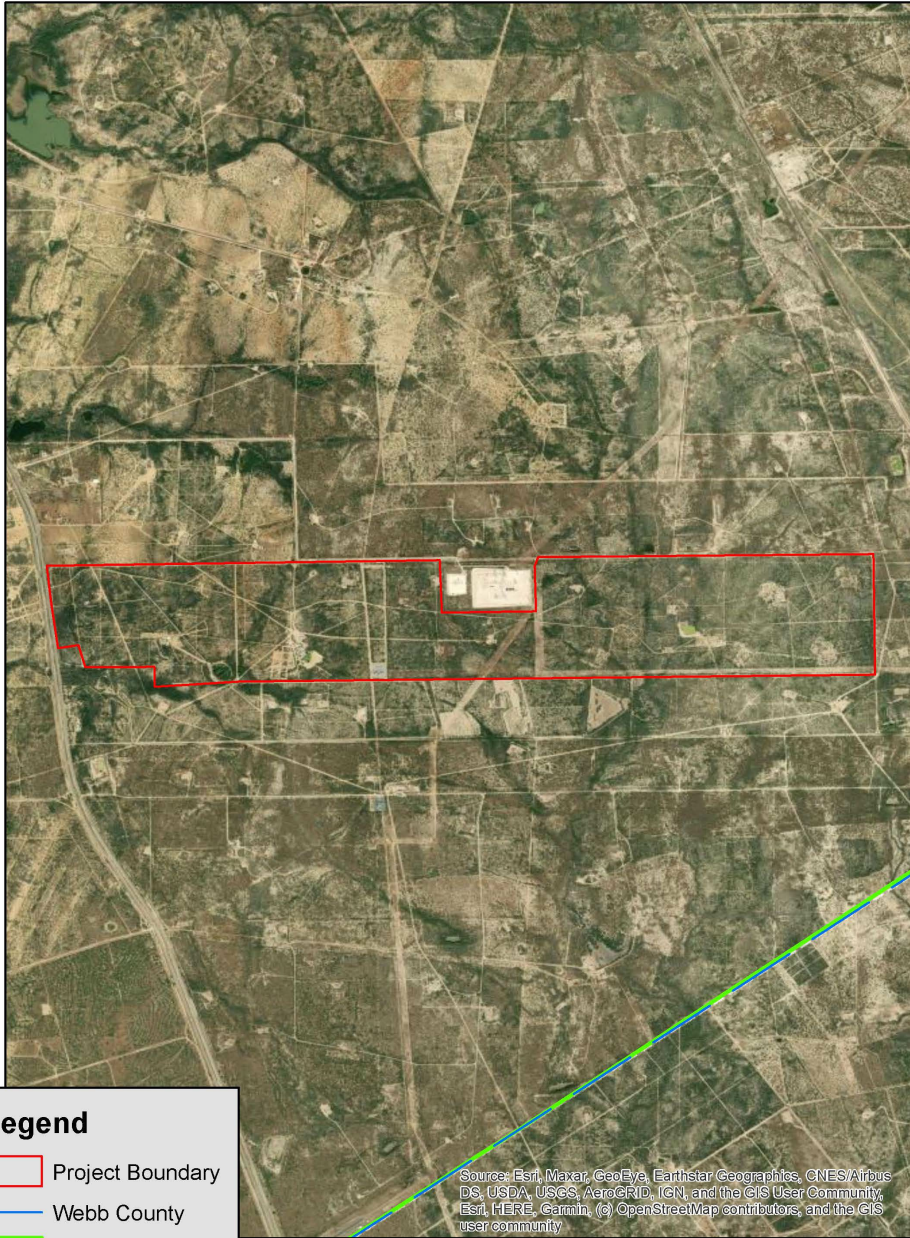
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

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MAP OF QUALIFIED PROPERTY
Gransolar Texas Three, LLC



Legend

-  Project Boundary
-  Webb County
-  United ISD

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

0 0.325 0.65 1.3 Miles

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