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October 14, 2015

Ms. Jenny Hicks
Research Analyst
Economic Analysis
Local Government Assistance and Economic Development Division
Texas Comptroller of Public Accounts
LBJ State Office Building
111 E. 17th Street
Austin, TX 78774

Via Email and Federal Express

Re: App. No. 1004 – Floydada ISD-South Plains Wind Energy, LLC

Dear Ms. Hicks:

Enclosed please find a hard copy of the fully executed Amendment No. 01 to the Limitation on Appraised Value Agreement, along with an Assignment and Assumption Agreement in regard to the above-noted project. Due to circumstances outside the control of the District, these executed Agreements were not received from Applicant until this morning. A CD containing these documents is also enclosed.

Please feel free to contact us if you require anything further.

Sincerely,

A handwritten signature in blue ink that reads "Fred A. Stormer". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Fred Stormer

FS/ph
Encl.
JH5BZZ1X0D4YHB

**AMENDMENT NO. 1
TO LIMITATION ON APPRAISED VALUE AGREEMENT
BETWEEN FLOYDADA INDEPENDENT SCHOOL DISTRICT
AND SOUTH PLAINS WIND ENERGY, LLC
(Comptroller Application No. 1004)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT** (this “**Amendment No. 1**”), is entered into to be effective as of August 25, 2015, by and between **SOUTH PLAINS WIND ENERGY, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32046988948 (the “**Applicant**”), and **FLOYDADA INDEPENDENT SCHOOL DISTRICT** (the “**District**”). 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).

WITNESSETH:

WHEREAS, on or about December 8, 2014, 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 Limitation on Appraised Value Agreement for Floydada Independent School District dated December 8, 2014, by and between the District and the Applicant (the “**Agreement**”).

WHEREAS, the Applicant has requested to increase the size of the Project in the District from approximately 120 megawatts to 192.2 megawatts and clarify the Qualified Property to be included in the Agreement.

WHEREAS, pursuant to Section 10.3 of the Agreement, the Applicant has provided notice that the Applicant plans to assign a portion of the Agreement to South Plains Wind Energy II, LLC (“**SP II**”). A copy of such notice letter will be delivered to the Texas Comptroller of Public Accounts (the “**Comptroller**”) and the Floyd County Appraisal District.

WHEREAS, due to the changes to the Project, the construction schedule of Applicant’s Project in the district has been delayed, and Applicant desires to modify the schedule for making Revenue Protection Payments due in year 3 of the Agreement as set forth in Article 3 of the Agreement.

WHEREAS, the Parties have notified the Comptroller of this Amendment No. 1 on June 10, 2015, and the Comptroller issued an Amended Certification on August 12, 2015 and approved the form of this Amendment No. 1.

WHEREAS, on August 25, 2015, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this First Amendment 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 approved the form of this First Amendment and authorized the District’s representative, whose signature appears below, to execute and deliver such First Amendment to the Applicant.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **EXHIBIT 3** of the Agreement shall be deleted and replaced with the **EXHIBIT 3** attached hereto as Attachment 1.

2. Partial Assignment. District acknowledges that it has received notice that the Agreement will be partially assigned to SP II and that Applicant will retain 41.6% (80 MWs) and SP II will be assigned 58.4% (112.2 MWs) and District consents to such assignment, subject to assignee accepting such partial assignment and assuming the obligations under the Agreement.

3. 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 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 and the Floyd County Appraisal District, to be posted to the Texas Comptroller's internet website.

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.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of August 25, 2015.

SIGNATURE PAGE FOLLOWS

SOUTH PLAINS WIND ENERGY, LLC,
Texas Taxpayer ID No. 32046988948

BY ITS MEMBER, FIRST WIND TEXAS HOLDINGS I, LLC

By: 
Name: ARTHUR J. SNELL
Title: ASSISTANT SECRETARY

Date: 10/6/15

FLOYDADA INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

SOUTH PLAINS WIND ENERGY, LLC,
Texas Taxpayer ID No. 32046988948

By: _____

Date: _____

Name: _____

Title: _____

FLOYDADA INDEPENDENT SCHOOL DISTRICT

By: 

Date: 8-25-15

Name: Lyle Miller

Title: President

ATTEST:

By: 

Name: Roger Hughes

Title: Vice President

ATTACHMENT 1

EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

South Plains Wind Energy, LLC plans to construct a 192.2 MW wind farm in Floyd County. Approximately seventy-four (74) wind turbines will be located in Floydada ISD. The Project has finalized their turbine selection and will be utilizing 2.0 MW and 3.3 MW wind turbines manufactured by Vestas. (See the table below for the breakout by turbine size)

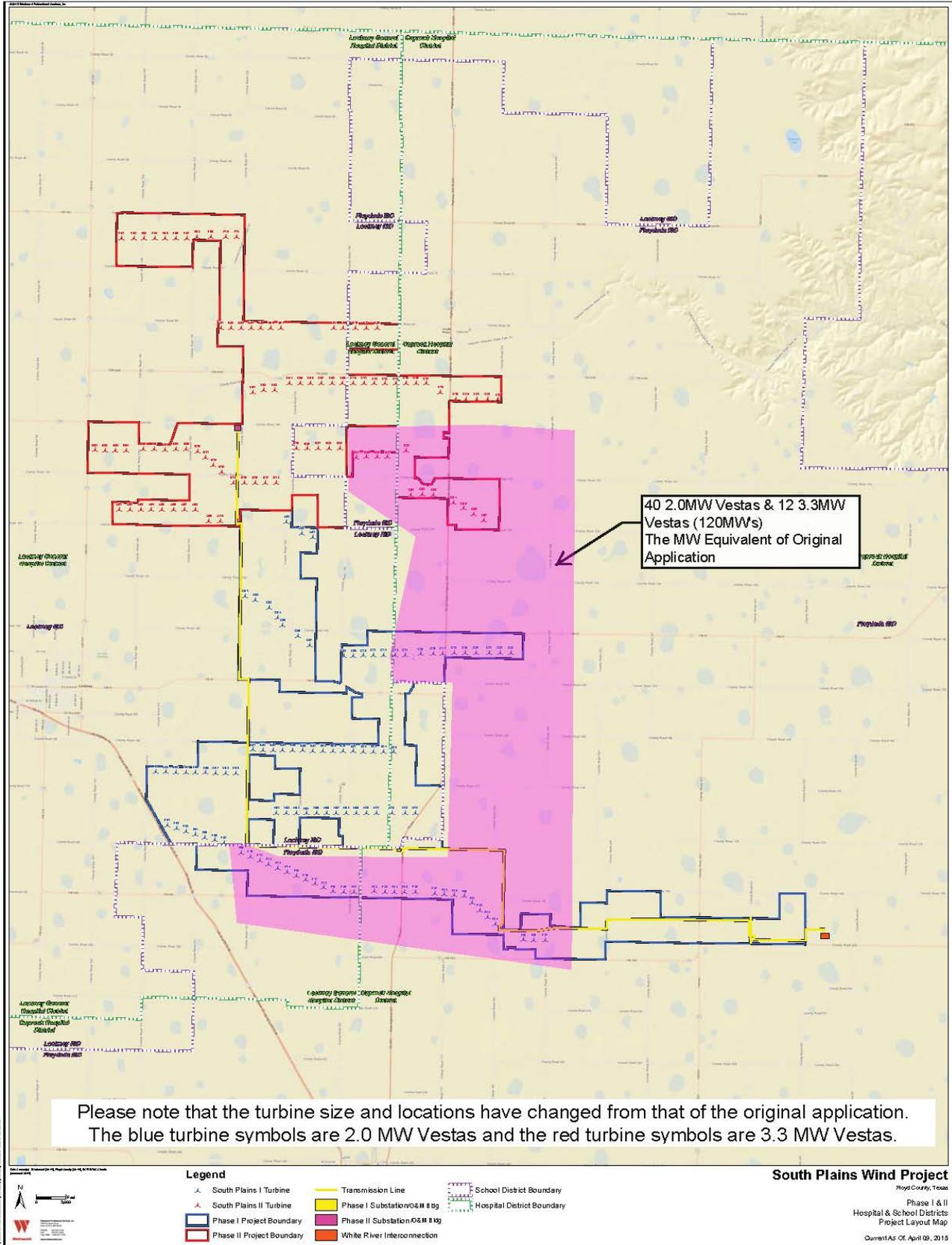
	Original Application	Revised w/Current Turbine Configuration		Addendum	Grand Total	
Turbine type	Vestas	Vestas	Vestas	Vestas	Vestas	Vestas
Size (MW)	2.0	2.0	3.3	3.3	2.0	3.3
Turbine Count	60	40	12	22	40	34
Total MW's	120	80.0	39.6	72.6	80.0	112.2

South Plains will be constructing 14 miles of generation transmission tie line within Floydada ISD.

This application covers all additional qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, pad mount transformers underground collection systems, electrical substation(s), transmission lines, electrical interconnections, met towers, roads, operations & maintenance buildings, spare parts, and control systems necessary for commercial generation of electricity.

The map below shows the proposed project area with the preliminary turbine locations. Note that the map shows the total number of turbines in Floydada ISD including the turbines originally applied for. The exact placement of turbines is subject to ongoing planning, wind studies, engineering, and discussions with landowners and turbine manufacturers. The final location of turbines and supporting structures will be determined before construction begins.



Agreement for Limitation on Appraised Value
Between Floydada ISD and South Plains Wind Energy, LLC
(App No. 1004), August 25, 2015

Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Assignment”) is entered into by and between South Plains Wind Energy, LLC, a Delaware limited liability company (“SP-I”) and South Plains Wind Energy II, LLC, a Delaware limited liability company (“SP-II”).

RECITALS

1. SP-I is developing a wind energy facility (the “Project”) in Floyd County, Texas that will have a 192.2 MW portion of the Project in the Floydada Independent School District (the “District”).

2. SP-I is party to an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with the District dated December 8, 2014 and amended by Amendment No. 1 thereto approved by the Board of Trustees of the District on August 25, 2015, (the “LAVA”) covering the 192.2MW portion of the Project located in the District (the “192.2MW Portion”).

3. SP-I is assigning to SP-II 58.4% (112.2MWs) of the 192.2MW Portion and a corresponding 58.4% (112.2MWs) of SP-I’s interest in the LAVA as provided for in this Assignment. SP II’s “pro-rata share” is 58.4%. SP-I’s “pro-rata share” is 41.6%.

NOW, THEREFORE, in consideration of the above premises, the mutual promises set forth below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AGREEMENT

Article I ASSIGNMENT

1.1 **Assignment.** Subject to the terms of this Assignment, SP-I conveys, assigns, transfers, sells, and grants all its rights, title and interest in 58.4% (112.2MWs) of the 192.2MW Portion and a 58.4% (112.2MWs) of all its rights, title and interest in, under and to the LAVA to SP-II, said 58.4% (112.2MWs) interest being herein after called the “SP-II Ownership”.

1.2 **Assumption.** Subject to the terms of this Assignment, SP-II assumes and agrees to perform and pay all the terms, covenants, obligations, liabilities and conditions under terms of the LAVA associated with the SP-II Ownership. SP-I shall remain responsible for all liabilities, payments and obligations under the LAVA which are not associated with the SP-II Ownership and which are associated with 41.6% (80MWs) of the 192.2MW Portion of the Project.

1.3 **No Defaults.** SP-I and SP-II each covenant that they will not cause a default under the LAVA and, to the extent either of them causes such a default, the other Party shall have the right, but not the obligation, to cure the applicable default and be reimbursed by the other Party for all its costs required to effect the cure. SP-I and SP-II each covenant that they will immediately give the other notice of any default notice received from the District and that in

connection therewith shall provide assurance that the default will be timely cured, or provide notice that the default notice recipient will not cure the noticed default and that the default may be cured by the other Party with the right of reimbursement therefor from the defaulting Party.

1.4 Other Covenants. SP-I and SP-II each covenant that, in accordance with the LAVA and the terms of this Agreement, each shall:

A. Pay when due its pro-rata share of all amounts due to the District or third-parties under the LAVA, including, but not limited to (i) the amount of any loss the District incurs in its Maintenance and Operations Revenue solely as a result of, or on account of entering into the LAVA [the “Revenue Protection Payments”], (ii) the amounts due the District as reimbursement for all of its administrative costs in administering the LAVA, including, but not limited to, an annual fee of up to \$6,500.00 for the first year of the LAVA, and increasing by not more than 5% each subsequent year [the “Administrative Payments”], (iii) the amount due the District as reimbursement for extraordinary education-related expenses related to the project that are not funded by State of Texas aid formulas [the “Extraordinary Education Related Expenses”], (iv) the amount due the District as a payment in lieu of taxation annually [the “Supplemental Payments”], and (v) amounts due the District as the recapture of lost taxes plus interest thereon in the event the District terminates the LAVA for due cause.

B. Pay when due its pro-rata share of all District taxes and all other applicable ad valorem taxes due applicable taxing entities.

C. Pro-rate among themselves, during the first year of this assignment, as appropriate, all amounts due the District based on the effective date of this Assignment.

D. Maintain its pro-rata share of Qualifying Jobs specified in and in the time period specified on Schedule C of SP-I’s Limitation On Appraised Value Application filed with the District.

E. Pay applicable weekly wages for Qualifying Jobs, as required by Chapter 313 of the Texas Tax Code.

F. Maintain a Viable Presence in the District until December 31, 2030.

G. Make a Qualified Investment in the District of at least its pro-rata share of 20 million dollars by December 31, 2016.

H. Claim only its pro-rata share of the 20 million dollar property value limitation as provided for in the LAVA for the years 2016 through 2025.

I. Comply with all terms of the LAVA and the law as applicable to its pro-rata ownership interest in the Project.

Article II
MISCELLANEOUS

2.1 No Assignment. The rights and obligations of this Assignment may not be assigned or transferred by a party without the prior written consent of the other party and without the consent of the District. All assignments of rights are prohibited without said consents, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner and, in the case of a merger, includes any merger in which a party participates, regardless of whether it is the surviving or disappearing entity. No party may delegate any performance under this Assignment. Any purported assignment of this Assignment in the absence of the required consent shall be void.

2.2 Captions. All titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Assignment.

2.3 Governing Law. This Assignment is made in the State of Texas and shall be interpreted and governed by the laws of the State of Texas without regard to its conflict of laws principles, and/or the laws of the United States, as applicable.

2.4 Cooperation. The parties agree to reasonably cooperate with each other in the implementation and performance of this Assignment.

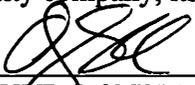
2.5 Counterparts. This Assignment may be signed in any number of counterparts, and by the Parties in separate counterparts, and each such counterpart shall represent a fully executed original as if signed by all parties, with all such counterparties together consisting one instrument. Signatures delivered by facsimile or electronically shall be considered to have been delivered upon receipt by each party and such delivery shall be effective as though originals were so delivered and received.

(SIGNATURE PAGES TO FOLLOW)

Dated: Oct. 6, 2015

SOUTH PLAINS WIND ENERGY, LLC,
a Delaware limited liability company

By: First Wind Texas Holdings II, a Delaware
limited liability company, its Member

By: 

ARTHUR J. SNELL
ASSISTANT SECRETARY

Dated: Oct. 6, 2015

SOUTH PLAINS WIND ENERGY II, LLC,
a Delaware limited liability company

By: First Wind Texas Holdings III, a Delaware
limited liability company, its Member

By: 

ARTHUR J. SNELL
ASSISTANT SECRETARY