

UNDERWOOD

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January 15, 2018

Stephanie Jones
Economic Development and Analysis Division
Texas Comptroller of Public Accounts
111 E. 17th St.
Austin, TX 78774

Via Email and Federal Express

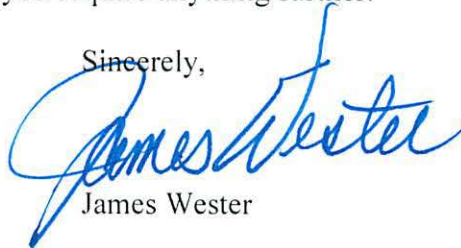
Re: App. No. 1003 –Floydada ISD-South Plains Wind Energy

Dear Stephanie:

Enclosed please find a copy of the fully executed Amendment No. 2 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between the above-noted parties. A CD containing this document is also enclosed.

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

Sincerely,



James Wester

JWW/ph
Encl.
N0R75DYS0D7URM

**AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES BETWEEN
BETWEEN FLOYDADA INDEPENDENT SCHOOL DISTRICT
AND SOUTH PLAINS WIND ENERGY
(Comptroller Application No. 1004)**

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 2**”), is entered into to be effective as of January 11, 2018, by and between **SOUTH PLAINS WIND ENERGY, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32046988948 and **SOUTH PLAINS WIND ENERGY II, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32052772632 (collectively, 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, as amended by Amendment No. 1 dated on or about August 25, 2015 and as modified by the Assignment and Assumption Agreement dated on or about October 6, 2015 (the “**Agreement**”).

WHEREAS, due to the changes to the Project, the construction schedule of Applicant’s Project in the District was delayed, which resulted in an M&O Amount due under Article III of the Agreement becoming due in years 2 (year 1 of the Limitation Period) and 3 (year 2 of the Limitation Period) of the Agreement, as reflected in Exhibit 4 to the Agreement. The Parties previously agreed to allow Applicant to make annual payments of the M&O Amount due in year 2 of the Agreement. District and Applicant desire to modify the payment schedule for the M&O Amount due in year 3 of the Agreement so that Applicant shall pay the full M&O Amount owing for year 3 of the Agreement in four (4) equal consecutive annual payments.

WHEREAS, the Parties have notified the Comptroller of this Amendment No. 2 on December 20, 2017, and the Comptroller has no objection to the form of this Amendment No. 2.

WHEREAS, on January 11, 2018, 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. 2 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 Amendment No. 2 and authorized the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 2 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. The following shall be added to Section 4.8 as subsection 4.8.D. of the Agreement:

“D. Based upon the amount of Qualified Property and the construction schedule of Applicant’s Project, Applicant owes \$1,062,138.00 as the M&O Amount for the second year of the Tax Limitation Period, being year 3 of the Agreement, (“Second M&O Amount”). Such Second M&O Amount shall be paid by the Applicant in four (4) equal installments of \$265,534.50 with first installment being due and payable on or before January 31, 2018 and the remaining installments of the Second M&O Amount continuing and becoming due no later than January 31 from year to year thereafter until the entire balance is paid in full.”

2. Prior M&O Amount. For purposes of clarification, all unpaid Partial Payments owed by Applicant for the M&O Amount due under Article III of the Agreement for the first year of the Limitation Period, being year 2 of the Agreement, shall continue to be owed and paid pursuant to the terms of the Agreement.

3. Effect. Except as modified and amended by the terms of this Amendment No. 2, 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. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 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. 2, 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. 2 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. 2 to be executed and delivered by their duly authorized representatives as of January 11, 2018.

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

By: _____
Name: _____
Title: _____

Date: _____

SOUTH PLAINS WIND ENERGY II, LLC,
Texas Taxpayer ID No. 32052772632

By: Bruce Kerr
Name: Bruce Kerr
Title: Authorized Signatory

Date: 12/29/2017

FLOYDADA INDEPENDENT SCHOOL DISTRICT

By: Guy Miller
Name: Guy Miller
Title: President

Date: 1-11-18

ATTEST:

By: Kay Brotherton
Name: Kay Brotherton
Title: Secretary

SOUTH PLAINS WIND ENERGY, LLC,
Texas Taxpayer ID No. 32046988948
By : First Wind Texas Holdings II, LLC,
its sole member and manager

Date: 3 Jan 2018

By: Marc Fioravanti

Name: MARC FIORAVANTI

Title: AUTHORIZED REPRESENTATIVE

SOUTH PLAINS WIND ENERGY II, LLC,
Texas Taxpayer ID No. 32052772632

By: _____

Date: _____

Name: _____

Title: _____

FLOYDADA INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: Syed Naheed Ahsan

Name: SYED NADEEM AHSAN

Title: UNIVERSAL BANKER

