

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN FLOYDADA INDEPENDENT SCHOOL DISTRICT
AND COTTON PLAINS WIND I, LLC
(Comptroller Application No. 1045)

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 **FLOYDADA 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** (“**TEC**”), and **COTTON PLAINS WIND I, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32053076652 (“**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 September 8, 2015, 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 8, 2015, by and between the District and the Applicant (the “**Agreement**”).

WHEREAS, Applicant has provided notice to the District of its request to (i) reduce the size of the Project from 150 megawatts to an initial operating capacity of 50 megawatts, (ii) reduce the number of corresponding jobs for the Project from 5 jobs to 2 jobs, (iii) move the location of the Qualified Property within the existing Project boundary, and (iv) reduce the existing Project boundary and substitute a new Project Map;

WHEREAS, all the Qualified Property to be modified by this Amendment and described in **EXHIBIT 3** shall be eligible property as defined by **TEXAS TAX CODE** §313.024;

WHEREAS, the Parties have notified the Comptroller of this Amendment No. 1 on February 12, 2016, and the Comptroller has approved the form of this Amendment No. 1.

WHEREAS, on March 22, 2016, 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 has hereby approved the form of this Amendment No. 1 and authorized 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 to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:
 - a. **EXHIBIT 2** of the Agreement shall be deleted and replaced with the Description and Location of the Applicant's Qualified Investment attached hereto.
 - b. **EXHIBIT 3** of the Agreement shall be deleted and replaced with the Description and Location of Qualified Property and Project Map attached hereto. The Project Map depicts the location of the new Project boundary for the Project and the location of the Qualified Property within such Project boundary.
 - c. The original Application has been amended and based upon the Applicant qualifying for a waiver of the new jobs requirement pursuant to §313.025(f-1) of the TEXAS TAX CODE, the District has waived the job creation requirement set forth in §313.051(b) of the TEXAS TAX CODE. Pursuant to the amended Application, the Applicant has committed to the creation of two (2) New Qualifying Jobs. Any and all references in the Agreement and the Findings of Fact are hereby amended to refer to two (2) jobs as the number of New Qualifying Jobs.

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.

3. **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.

4. **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 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.

[Signatures follow on the next page]

APPROVED AND EFFECTIVE as of the 22nd day of March, 2016.

FLOYDADA INDEPENDENT SCHOOL DISTRICT

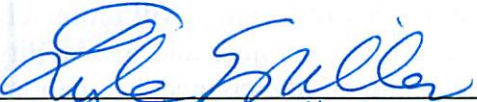
COTTON PLAINS WIND I, LLC

By: Cotton Plains Holdings, LLC, its Member

By: Apex GCL, LLC, its Member

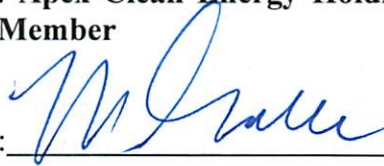
By: Apex Clean Energy Holdings, LLC, its Member

BY:



NAME: Kyle Miller
TITLE: President

BY:



NAME: Mark Goodwin
TITLE: President

DISTRICT ATTEST:

BY:



NAME: Kay Brotherton
TITLE: Secretary

EXHIBIT 2

DESCRIPTION AND LOCATION OF THE APPLICANT'S QUALIFIED INVESTMENT

The qualified investment would initially consist of up to 21 wind turbines or more located in Floydada ISD with an initial operating capacity of 50 MW, depending on the wind turbine model selected and the nameplate capacity of each turbine and may be augmented by utility scale solar depending on market demand and interest. In addition to the wind turbines and potential solar equipment, electrical connections will be installed to permit the interconnection and transmission of electricity generated by the wind turbines. The size and number of turbines will ultimately be determined by the timing of development and construction of the project and availability of turbines. There will be a short transmission line to the point of interconnection, permanent buildings and offices, office equipment and computers, anemometer towers, electrical transmission interconnects, cables, towers, spare parts, control systems for commercial generation of electricity, fencing and other equipment as needed for safety and security and related office and control buildings and personal property supporting the Project.

All Qualified Property owned by the Applicant will be located within the project boundary as shown on the Project Map attached to Exhibit 3.

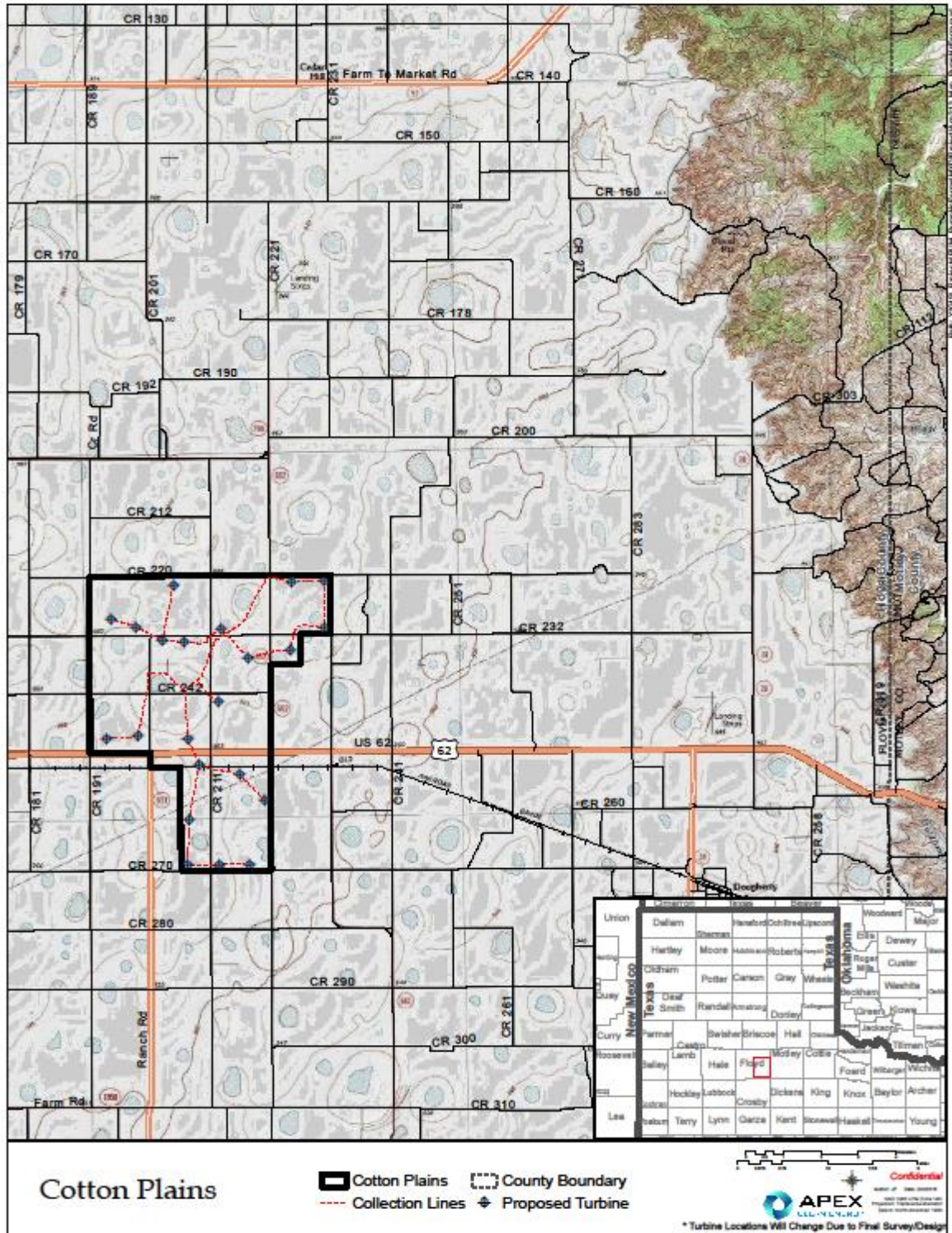
EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The qualified property would initially consist of up to 21 wind turbines or more located in Floydada ISD with an initial operating capacity of 50 MW, depending on the wind turbine model selected and the nameplate capacity of each turbine and may be augmented by utility scale solar depending on market demand and interest. In addition to the wind turbines and potential solar equipment, electrical connections will be installed to permit the interconnection and transmission of electricity generated by the wind turbines. The size and number of turbines will ultimately be determined by the timing of development and construction of the project and availability of turbines. There will be a short transmission line to the point of interconnection, permanent buildings and offices, office equipment and computers, anemometer towers, electrical transmission interconnects, cables, towers, spare parts, control systems for commercial generation of electricity, fencing and other equipment as needed for safety and security and related office and control buildings and personal property supporting the Project.

All Qualified Property owned by the Applicant will be located within the project boundary as shown on the Project Map attached hereto.

PROJECT MAP



Agreement for Limitation on Appraised Value
 Between Floydada ISD and Cotton Plains Wind I, LLC (App No. 1045),
 March 22, 2016

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