POWELL & LEON LLP

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November 12, 2015

Via Hand Delivery
Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

Re: Chapter 313 Value Limitation Agreement between the McCamey Independent School District and SPD-SolarTexas2 LLC, Application No 1073

Dear Local Government Assistance and Economic Analysis Division:

The McCamey Independent School District received a written request for assignment of the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes to SPD-SolarTexas2 LLC from SPD-SolarTexas2 LLC to Upco Power 1, LLC. Enclosed, please find paper copy (as well as an electronic copy) of the written request from SPD-SolarTexas2 LLC and a draft of the Amendment to the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Thanks so much for your kind attention to this matter.

Respectfully submitted;

Sara Hardner Leon

cc: Jan Hunt
Superintendent of Schools

Robert Reichenberger
Solar Prime LLC

Canyon at Wild Basin • 115 Wild Basin Rd., Ste. 106 • Austin Texas 78746 • 512-494-1177 • 512-494-1188 (fax) • www.powell-leon.com

Chapter 313 Agreement Assignment Information Sheet

Section 1: Assignor Information

1. Authorized Company Representative (Assignor)	
a. First Name	**Robert**
b. Last Name	**Reichenberger**
c. Title	**Authorized Representative**
d. Organization	**SPD-SolarTexas2 LLC**
e. Street Address	**777 S. High St., Suite 100**
f. Mailing Address	**777 S. High St., Suite 100**
g. City State ZIP	**Denver, CO 80209**
h. Phone Number	**303.886.1162**
i. Fax Number	
j. Mobile Number (optional)	**303.886.1162**
k. Business Email Address	**robert@solar-prime.com**

2. Agreement associated with this Request for Assignment	
a. School District	**McCamey ISD**
b. Legal Name of Original Applicant/ Counterparty	**SPD-SolarTexas2 LLC**
c. Application #	**1073**
d. Agreement Execution Date	**August 27, 2015**

a. Attach the agreement to be assigned as Tab 1.

3. Is the Assignor eligible to assign the Agreement.	**Yes**
4. Does the Assignor represent that this assignment is being made free of encumbrances or additional PILOT payments not covered in the Agreement?	**Yes**

Section 2: Assignee Information

5. Authorized Company Representative (Assignee)	
a. First Name	**Dane**
b. Last Name	**Peacock**
c. Title	**Assistant Secretary**
d. Organization	**SunEdison Utility Holdings, Inc.**
e. Street Address	**44 Montgomery St., Suite 2200**
f. Mailing Address	**44 Montgomery St., Suite 2200**
g. City State ZIP	**Houston, TX 94104**
h. Phone Number	**415-229-8836**
i. Fax Number	
j. Mobile Number (optional)	
k. Business Email Address	**dpeacock@sunedison.com**

6. Will a company official other than the authorized company representative be responsible for responding to future information requests? Yes or No **If yes**, please provide contact information for that person.	**NO**
a. First Name	
b. Last Name	
c. Title	
d. Organization	
e. Street Address	
f. Mailing Address	
g. City State ZIP	
h. Phone Number	
i. Fax Number	
j. Mobile Number (optional)	
k. Business Email Address	

7. Does the assignee authorize the consultant to provide and obtain information related to this application? Yes or No	**YES**

8. Authorized Company Consultant (If Applicable)	
a. First Name	**Clay**
b. Last Name	**Butler**
c. Title	**Partner**
d. Organization	**The Butler Firm, PLLC**
e. Street Address	**1601 Rio Grande Street, #331**
f. Mailing Address	**1601 Rio Grande Street, #331**
g. City State ZIP	**Austin, TX 78701**
h. Phone Number	**512-992-0439**
i. Fax Number	**888-356-3151**
j. Mobile Number (optional)	**512-992-0439**
k. Business Email Address	**butler@thebutlerfirm.com**

Section 3: Business Applicant Information

1. What is the legal name of the assignee under which this assignment is made?	**Upco Power 1, LLC**
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits)	**32056671244**
3. List the NAICS code	**221114**
4. Is the assignee a party to any other pending or active Chapter 313 agreements?	**No**
a. If yes, please list application number, name of school district and year of agreement	App #: ISD Name: Agreement Year:

Section 4: Assignee Business Structure

1. Identify Business Organization of Assignee (corporation, limited liability corporation, etc)	**Limited Liability Corporation**
2. Is assignee a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? (Yes or No?)	**Yes**
a. If yes attach a copy of Texas Comptroller Franchise Tax Form No. 05-165 No. 05-166 or any other documentation from the Franchise Tax Division to demonstrate the assignee's combined group membership and contact information.	

RESPONSE: Please see below

Legal Name of Affiliate	Affiliates' Texas Registration Number	Effective date of Registration
Sun Edison LLC	800724233	10/23/2006
SunEdison Residential Services, LLC	801863508	10/4/2013
SunE somerset Land, LLC	801618432	6/27/2012
SunEd AE Solar, LLC	801950861	3/6/2014
NVT Licenses, LLC	801491445	10/7/2011
Sune AE Webberville, LLC	801051713	3/6/2014
SunE CPS3, LLC	801395669	3/10/2011
Fotowatio Renewable Ventures, Inc.	801445145	6/27/2011
Carya Westex, LLC	801365187	1/4/2011
Acacia Westex, LLC	801365201	1/4/2011
Elm Westex, LLC	801365194	1/4/2011
Oak Westex, LLC	801365192	1/4/2011

b. For the group affiliates provide the franchise tax number of the reporting member.	**Sun Edison LLC** **Registration #: 800724233** **Federal Tax ID #: 20-029-1450**
c. The entities have attested to compliance with the agreement to date. This document can exist as the report of record for the request to amend the application.	**Yes**

3. Is the assignee current on all tax payments due to the State of Texas?	**Yes**
4. Are all members of the assignee's combined group current on all tax payments due to the State of Texas?	**Yes**
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas.	**N/A**

Section 5: Assignee Eligibility Under Tax Code Chapter 313.024

1. Is the assignee an entity subject to the tax under Tax Code, Chapter 171? Yes or No	**YES**

2. The property will be used for which one of the following activities	
a. Manufacturing	**No**
b. research and development	**No**
c. a clean coal project, as defined by Section 5.001, Water Code	**No**
d. an advanced clean energy project, as defined by Section 382.003, Health and Safety Code	**No**
e. renewable energy electric generation	**Yes**
f. electric power generation using integrated gasification combined cycle technology	**No**
g. nuclear electric power generation	**No**
h. a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (a) through (h)	**No**
i. a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051	**No**

<Signature Page Follows>

Franchise Tax Account Status

As of: 11/05/2015 02:44:25 PM

This Page is Not Sufficient for Filings with the Secretary of State

UPCO POWER 1, LLC	
Texas Taxpayer Number	32056671244
Mailing Address	211 E 7TH ST STE 620 AUSTIN, TX 78701-3218
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/05/2015
Texas SOS File Number	0802176506
Registered Agent Name	CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

Authorized Signatures:

1) Authorized School District Representative

Name: Janet Hunt Title: Supt.

Signature: Janet Hunt Date: 11-9-15

2) Assignor:

The information contained in this application is true and correct to the best of my knowledge and belief:

Name: _____ Title: _____

Signature: _____ Date: _____

Notary:

Given under my hand and seal of office this, the

_____ *day of* _____, _____

_____

Notary Public in and for the State of _____

(Notary Seal)

My Commission Expires:

3) Assignee:

The information contained in this application is true and correct to the best of my knowledge and belief:

Upco Power 1, LLC, by First Wind Holdings, LLC, its member

Name: Dane Peacock Title: Assistant Secretary

Signature: Dane Peacock Date: November 3, 1970

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On November 3, 2015 before me Mary K Dulala, Notary Public personally appeared Dane Peacock, who proved to me on the basis of satisfactory evidence to be the person(~~s~~), whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary K Dulala

Notary Public

MARY K. DULALIA
COMM. #2038477
Notary Public - California
Alameda County
My Comm. Expires Sep. 20, 2017

NRO1 NRO1

(Seal)

Authorized Signatures:

1) Authorized School District Representative

Name: Janet Hunt Title: Supt.

Signature: Janet Hunt Date: 11-9-15

2) Assignor:

The information contained in this application is true and correct to the best of my knowledge and belief:

Name: ROBERT REICHENBERGER Title: Authorized Representative

Signature: Robert Reichenberger Date: 11/3/15

Notary:

VALERIE E. FRATTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124020825
MY COMMISSION EXPIRES APRIL 02, 2016

(Notary Seal)

Given under my hand and seal of office this, the 3rd *day of* November, 2015

Notary Public in and for the State of Colorado

My Commission Expires: 04/02/2016

3) Assignee:

The information contained in this application is true and correct to the best of my knowledge and belief:

Name: _____ Title: _____

Signature: _____ Date: _____

Notary:

Given under my hand and seal of office this, the

_____ *day of* _____, _____

_____

Notary Public in and for the State of _____

(Notary Seal)

My Commission Expires:

AMENDMENT TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

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by and between

MCCAMEY INDEPENDENT SCHOOL DISTRICT

and

SPD-SOLARTEXAS2 LLC

(*Texas Taxpayer ID #32055793296*)

and

UPCO POWER 1, LLC

(*Texas Taxpayer ID* #32056671244)

TEXAS COMPTROLLER APPLICATION NUMBER 1073

Dated

November ____, 2015

AMENDMENT TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES

STATE OF TEXAS §

COUNTY OF UPTON §

THIS AMENDMENT TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, is executed and delivered by and between the **McCamey Independent School District**, hereinafter referred to as "District," a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **SPD-SolarTexas2 LLC,** Texas Taxpayer Identification Number *32055793296* hereinafter referred to as "Applicant." Applicant and District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on, June 12, 2015, the Superintendent of Schools of the McCamey Independent School District, acting as agent of the Board of Trustees of District, received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on, August 27, 2015, the Board of Trustees conducted a public hearing on the Application, at which it solicited input into its deliberations on the Application from all interested persons within the District; and,

WHEREAS, on August 27, 2015, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) Applicant is eligible for the Limitation on Appraised Value of Applicant's Qualified Property; (iii) the project proposed by Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset District's maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in Applicant's decision to invest capital and construct the project in this state; and (v) this Agreement is in the best interest of District and the State of Texas; and,

WHEREAS, on August 7, 2015, the Texas Comptroller's Office approved the form of an Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, which was adopted by the Board of Trustees of the District on August 27, 2015; and,

WHEREAS, after examining Comptroller's State Franchise Tax records, the Board has determined that, at the time of the adoption of this Amendment, SPD-SolarTexas2 LLC, is an active franchise tax paying entity; and,

WHEREAS, as of the date of the approval of this Amendment, SPD-SolarTexas2 LLC has not relocated its business outside of the District; and,

WHEREAS, Section 10.4 of the Agreement for an Appraised Value Limitation on Qualified Property permits an Applicant to assign the Agreement, or a portion of this Agreement, to a new Applicant or lessee of the Qualified Property; and,

WHEREAS, pursuant to Section 10.3 of the Agreement for an Appraised Value Limitation on Qualified Property, the Applicant has submitted to the District and Comptroller, a written request to amend the Application and this Agreement which specifies the changes Applicant requests; any changes to the information that was provided in the Application that was approved by District and considered by Comptroller; and any additional information requested by District or Comptroller necessary to evaluate the amendment or modification; and,

WHEREAS, on _____, 2015, the Texas Comptroller's Office determined that the application requesting an amendment to the Agreement for an Appraised Value Limitation on Qualified Property was complete; and,

WHEREAS, the Comptroller reviewed the request and any additional information and on _____, 2015 provided a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application; and,

WHEREAS, on _____, 2015, the Texas Comptroller's Office approved the form of this Amendment to the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and;

WHEREAS, the Superintendent of Schools of the McCamey Independent School District received written notice of and request for assignment from SPD-SolarTexas2 LLC of the Agreement for limitation on Appraised Value of Property for School District Maintenance and Operations Taxes to Upco Power 1, LLC; and,

WHEREAS, after examining Comptroller's State Franchise Tax records, the Board has determined that, at the time of the adoption of this Amendment, Upco Power 1, LLC is an active franchise tax paying entity; and,

WHEREAS, on _____, 2015, the Board of Trustees approved the form of this Amendment to the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. The Board and the Texas Comptroller's Office acknowledge the written notice and request for assignment from SPD-SolarTexas2 LLC, attached **Exhibit A,** and approves the assignment of the rights, duties and obligations under the agreement to Upco Power 1, LLC.

SECTION 2. Pursuant to this Amendment, the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, attached as **Exhibit B**, is now executed and delivered by and between the McCamey Independent School District, a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and Upco Power 1, LLC, Texas Taxpayer Identification Number 32056671244. All references in the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes to SPD-SolarTexas2 LLC will be replaced by Upco Power 1, LLC.

SECTION 3. Upco Power 1, LLC will be wholely responsible for the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and the obligations and responsibilities created by the Agreement. This Amendment to the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes shall be and become effective upon approval of the Texas Comptroller's office and on _____, the date on which District's Board of Trustees took official action. The Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes and the Amendment to the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and the obligation and responsibilities created by both, terminate on the Final Termination Date identified in Subsection 2.3E of the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, unless extended by the express terms of the Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes or any subsequent approved Amendments.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this ___ day of_____, 2015.

SPD-SOLARTEXAS2 LLC

By: _____
Authorized Representative

Name: _____

Title: _____

MCCAMEY INDEPENDENT SCHOOL DISTRICT

By: _____
CHRISTY HODGES
President
Board of Trustees

Attest:

By: _____
KIM SMART
Secretary
Board of Trustees

UPCO POWER 1, LLC

By: _____
Authorized Representative

Name: _____

Title: _____