



FRED STORMER
Phone: 806.379.0306
Fax: 806.379.0316
www.uwlaw.com
Fred.Stormer@uwlaw.com

ADDRESS:
500 S. Taylor Street
Suite 1200, LB 233
Amarillo, TX 79101-2446
MAILING ADDRESS:
P.O. Box 9158
Amarillo, TX 79105-9158

June 16, 2016

Michelle Luera
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. 1085 –Dimmitt ISD-Bethel Wind Farm LLC

Dear Ms. Luera

Enclosed please find a hard copy of the fully executed Amendment No. 1 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,

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.
L09DC40F0D58VB

**AMENDMENT NO. 1
TO LIMITATION ON APPRAISED VALUE AGREEMENT
FOR PROPERTY SUBJECT TO SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES BETWEEN
DIMMITT INDEPENDENT SCHOOL DISTRICT AND BETHEL WIND FARM LLC
(Comptroller Application No. 1085)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT** (this “**Amendment No. 1**”) is entered into by and between **BETHEL WIND FARM LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32057966445 (the “**Applicant**”), and **DIMMITT INDEPENDENT SCHOOL DISTRICT** (the “**District**”). The Applicant and the District may hereafter be referred to 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 28, 2015, pursuant to Chapter 313 of the Texas Tax Code (the “**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 Dimmitt Independent School District dated December 28, 2015, by and between the District and the Applicant (the “**Agreement**”);

WHEREAS, Applicant has provided notice to the District of its request to reduce the size of the Project located within the District’s boundaries by reducing the wind-powered electric generating facility from the original one hundred fifty-six (156) turbines (being 312 megawatts) to one hundred twenty (120) turbines (being 276 megawatts), which is a reduction of thirty-six (36) turbines (being 36 megawatts);

WHEREAS, all the Qualified Property to be modified by this Amendment and described in **EXHIBIT 3** shall be eligible property as defined by Section 313.024 of the Code;

WHEREAS, pursuant to Section 10.2 of the Agreement, the Parties desire and have agreed to amend **EXHIBIT 3** (Description and Location of Qualified Property) of the Agreement to reduce the size of the Project located within the District’s boundaries to one hundred twenty (120) turbines (being 276 megawatts);

WHEREAS, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 1 on May 11, 2016, and the Comptroller issued its notice of completeness letter on May 13, 2016, issued its amended certification of the Amended Application on May 19, 2016, and approved the form of this Amendment No. 1 on May 19, 2016;

WHEREAS, on June 13, 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 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;

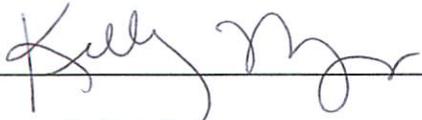
NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement and Findings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

1. **Amendment. EXHIBIT 3** to the Agreement shall be deleted in its entirety and replaced with the attached **EXHIBIT 3**.
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 Castro County Appraisal District and to the Texas Comptroller to be posted on 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 Parties have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 13th day of June, 2016.

BETHEL WIND FARM LLC

By: 
Name: Kelly Meyer
Title: Vice President

DIMMITT INDEPENDENT SCHOOL DISTRICT

By: 
Name: Greg Odom
Title: President

ATTEST:

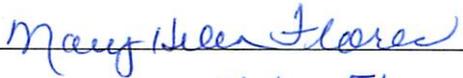
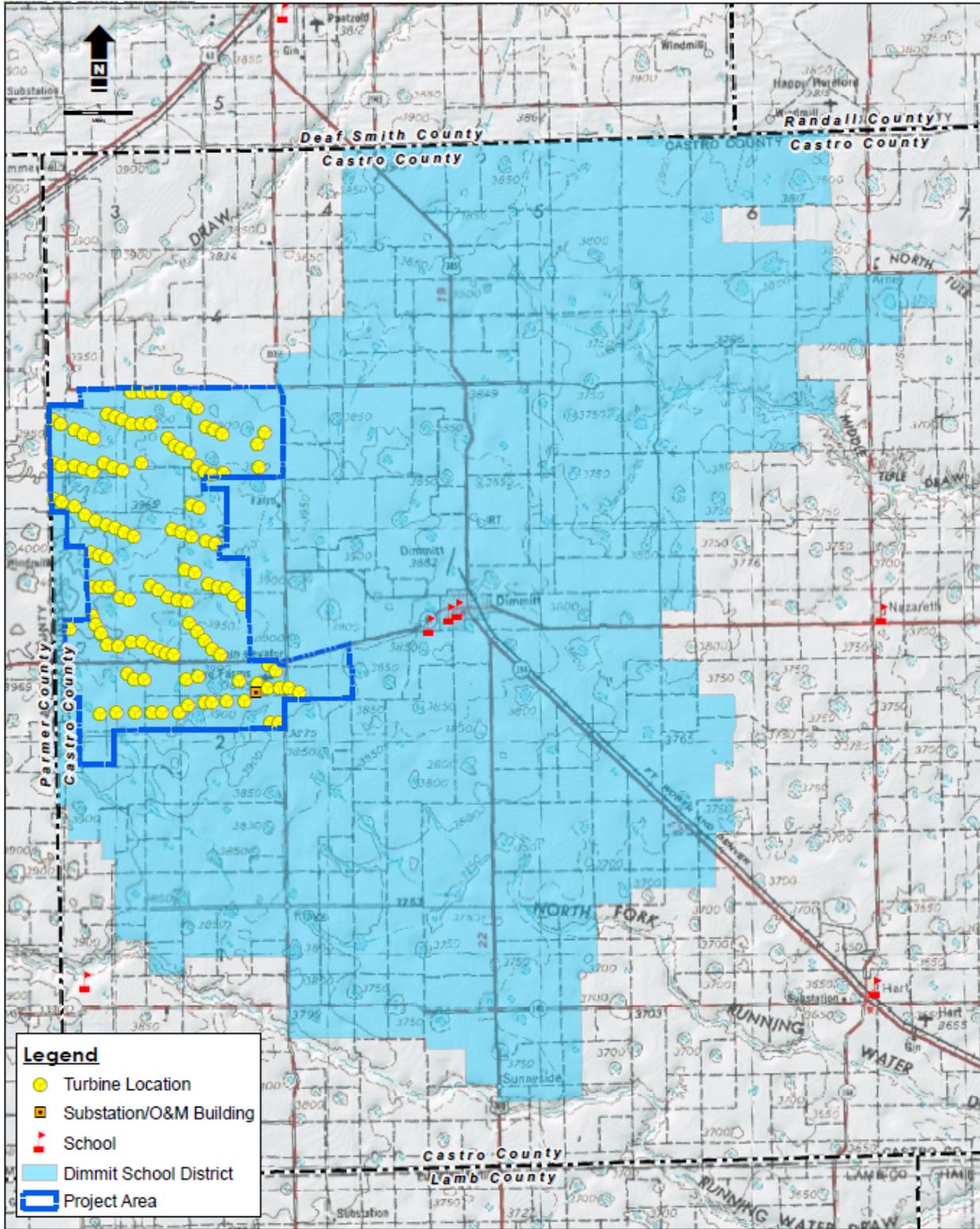
By: 
Name: MARY Helen Flores
Title: Secretary

EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Bethel Wind Farm LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 276 megawatts. The exact number of wind turbines and the size of each turbine will vary depending upon the wind turbines selected and the megawatt generating capacity of the project completed. Presently our plans are to install GE 2.3 megawatt turbines on the property within the reinvestment zone in Castro County, Texas. Bethel Wind Farm LLC estimates that all 120 turbines will be installed in Dimmitt ISD.

The additional improvements for the Bethel Wind Project will include but are not limited to, wind turbines, towers, foundations, roadways, buildings and offices, anemometer towers, computer equipment, furniture, company vehicles, electrical transmission cables and towers and electrical substations, and any other tangible personal property located at the operations and maintenance building.



Amended Bethel Wind Farm LLC Map

Bethel Wind Energy Project | Castro County, Texas

Rev. 01
April 21, 2016

Invenergy

ONE CASH STREET, SUITE 200
DALLAS, TEXAS 75201
(972) 750-1400

Agreement for Limitation on Appraised Value
Between Dimmitt ISD and Bethel Wind Farm LLC
(App No. 1085), June 13, 2016

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