

UNDERWOOD

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March 15, 2018

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

Via Email and Federal Express

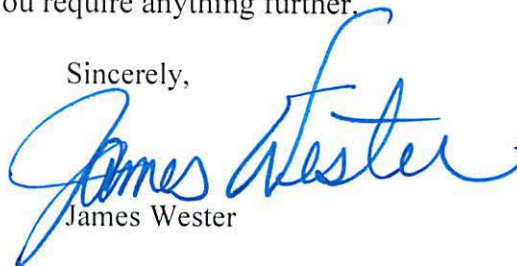
Re: App. No. 1103 –Reagan County ISD-Santa Rita Wind Energy LLC

Dear Stephanie:

Enclosed please find a copy of the fully executed Amendment No. 3 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.
NHF863BD0D46GX

AMENDMENT NO. 3
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN REAGAN COUNTY INDEPENDENT SCHOOL DISTRICT
AND SANTA RITA WIND ENERGY LLC
(Comptroller Application No. 1103)

This **AMENDMENT NO. 3 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 3**”) is entered into by and between **REAGAN COUNTY 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, and **SANTA RITA WIND ENERGY LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32057805403 (“**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 May 9, 2016, 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 May 9, 2016, by and between the District and the Applicant as amended by Amendment No. 1 dated December 12, 2016 and Amendment No. 2 dated November 13, 2017 (collectively, the “**Agreement**”).

WHEREAS, Applicant desires to amend the overall scope and size of the Project as follows: (i) increase the megawatt capacity of from 200 MWs to 262.5 MWs, (ii) modify the Project boundary, (iii) increase the estimated number of turbines by 18 and designate the size of the turbine as 2.5 MWs, and (iv) increase the amount of Qualified Property to approximately \$294.6 million. Pursuant to Section 10.2 of the Agreement, the Parties desire to amend EXHIBIT 3 of the Agreement to reflect this increase to the overall scope and size of the Project and the modification of the Project boundary;

WHEREAS, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 3 on March 7, 2018, and the Comptroller issued its notice of completeness letter on March 9, 2018, issued its amended certification of the Amended Application on March 12, 2018, and approved the form of this Amendment No. 3 on March 12, 2018; and

WHEREAS, on March 12, 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. 3 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 this Amendment No. 3 and authorized the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 3 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.**

- a. **EXHIBIT 3.** Exhibit 3 of the Agreement shall be deleted and replaced with the Exhibit 3 attached hereto.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 3, 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. 3 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 3 and the Agreement; the terms of this Amendment No. 3 shall prevail. A copy of this Amendment No. 3 shall be delivered to the Reagan County Appraisal District and to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment shall be recorded with the official Minutes of the meeting at which it has been approved, and a copy of this Amendment shall also be recorded with the Findings of Fact in the official Minutes of the meeting of May 9, 2016.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 3, 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. 3 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. 3 to be executed and delivered by their duly authorized representatives as of the Effective Date.

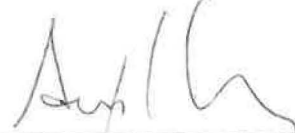
[signatures follow in next page]

APPROVED AND EFFECTIVE as of the 12 day of March, 2018.

REAGAN COUNTY INDEPENDENT SCHOOL
DISTRICT

SANTA RITA WIND ENERGY LLC

BY: 
NAME: Steve Couss
TITLE: Superintendent

BY: 
NAME: Alex C George
TITLE: Vice President

DISTRICT ATTEST:

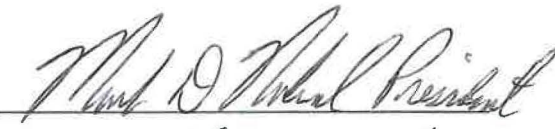
BY: 
NAME: Mack D. Noland
TITLE: President

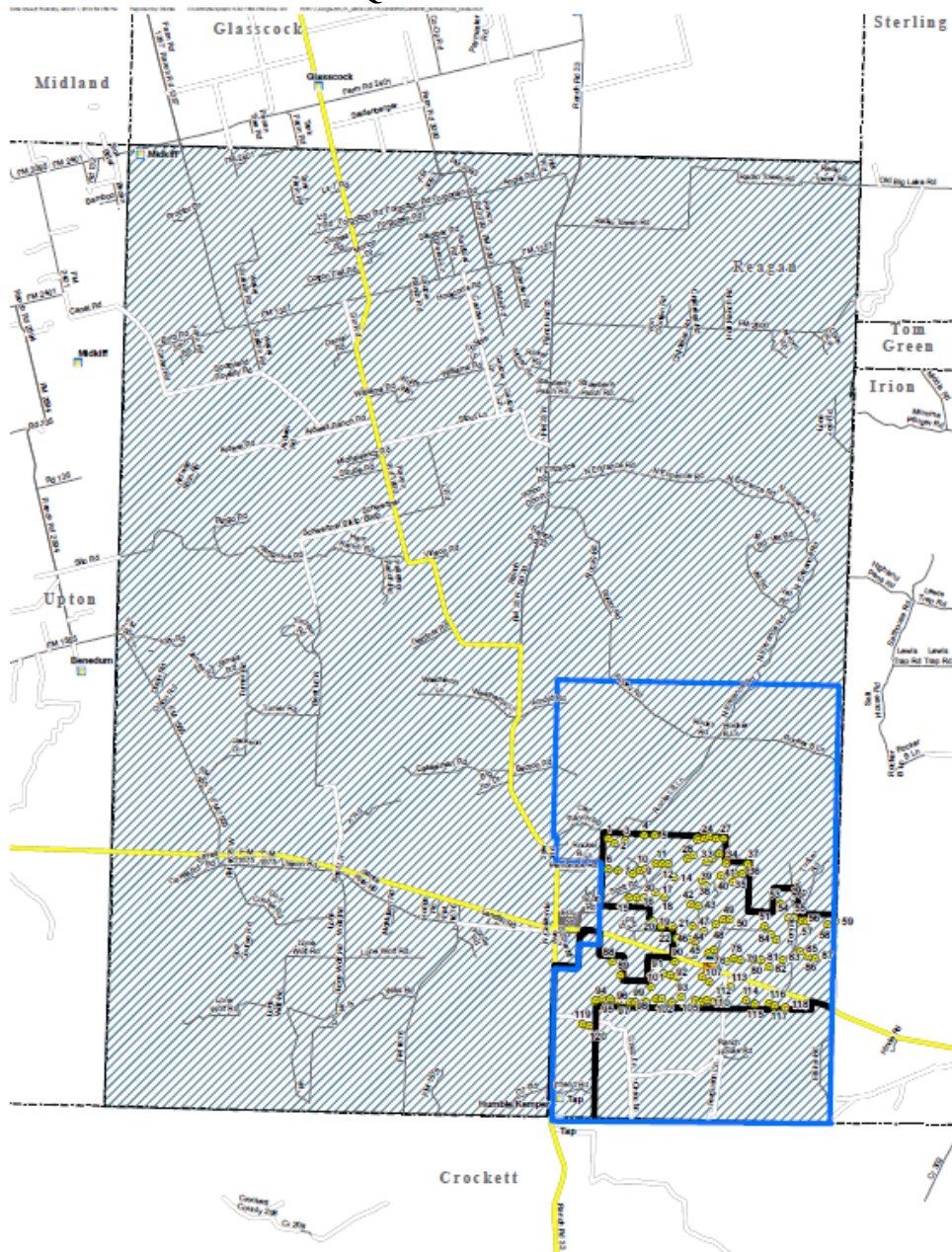
EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Santa Rita Wind Energy LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 262.5 megawatts within Reagan County ISD. The project will install approximately 105 GE 2.5MW wind turbines within Reagan County ISD.

The additional improvements for the Santa Rita Wind Project will include but are not limited to, wind turbines, towers, foundations, roadways, buildings and offices, anemometer towers, electrical transmission cables and towers and electrical substations.

MAP OF QUALIFIED INVESTMENT



- Legend**
- Santa Rita Project Substation
 - Santa Rita, O&M Building
 - County Line
 - Santa Rita Project Boundary
 - Reinvestment Zone
 - Reagan County Independent School
 - Road Classification**
 - US/State Route
 - County Road
 - Local Road



Santa Rita: Reagan County Independent School
 Santa Rita Wind Project | Reagan, Crockett and Irion Counties, Texas March 02, 2018



Agreement for Limitation on Appraised Value
 Between Reagan County ISD and Santa Rita Wind Energy LLC
 (App No. 1103), March 12, 2018
 Exhibit 3

*Texas Economic Development Act Agreement
 Comptroller Form 50-826 (January 2016)*