

UNDERWOOD

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July 26, 2017

Ms. Stephanie Jones
Research Analyst
Economic Analysis
Local Government Assistance and Economic Development Division
Texas Comptroller of Public Accounts
LBJ State Office Building
111 E. 17th Street
Austin, TX 78774

Via Email and Federal Express

Re: App. No. 1132 –Haskell CISD-Willow Springs Windfarm, LLC

Dear Ms. Jones:

Enclosed please find a fully executed copy of Amendment No. 1 to the Limitation on Appraised Value Agreement 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,



Fred Stormer

FS/ph
Encl.
MFRZ511X0DEQX4

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND
OPERATIONS TAXES BETWEEN HASKELL CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT AND WILLOW SPRINGS WINDFARM, LLC
APPLICATION NO. 1132

This Amendment No. 1 to the Agreement For Limitation On Appraised Value Of Property For School District Maintenance And Operations Taxes, dated as of July 18, 2017, (“**Amendment No. 1**”), is executed and delivered by and between **HASKELL CONSOLIDATED 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 **WILLOW SPRINGS WINDFARM, LLC**, Texas Taxpayer Identification Number 32056698262 (“**Applicant**”). The Applicant and the District may hereafter be referred to together as the “**Parties**” and individual as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement.

WITNESSETH:

WHEREAS, on or about October 18, 2016, 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 Agreement for Limitation on Appraised Value of Property for Maintenance and Operation Taxes between the District and the Applicant (the “**Agreement**”);

WHEREAS, pursuant to Section 10.2 of the Agreement, the District and the Applicant desire and have agreed to (i) to note a megawatt (“MW”) rating change in the wind energy equipment that will be used at the Project (which will increase the overall nameplate capacity of the proposed Project from 230 MWs to 250 MWs) and (ii) to correct an error in the legal description of the property included in the Project, and (iii) amend **EXHIBITS 2** and **3** of the Agreement to reflect the foregoing changes;

WHEREAS, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 1 on June 1, 2017, and the Comptroller issued its notice of completeness letter on June 28, 2017, issued its amended certification of the Amended Application on June 28, 2017, and approved the form of this Amendment No. 1 on June 28, 2017; and

WHEREAS, on July 18, 2017, 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 this 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 as follows:

1. **Amendment.** The following provisions of the Agreement are hereby modified, revised, amended, and replaced as follows:

- a) Exhibit 2. **EXHIBIT 2** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 2**.
- b) Exhibit 3. **EXHIBIT 3** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 3**. For clarification, the map attached to **EXHIBIT 3** has not changed, but is attached for the sake of completeness of **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 Haskell 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 October 18, 2016.

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 in the next page]

APPROVED AND EFFECTIVE as of the 18th day of July, 2017.

WILLOW SPRINGS WINDFARM, LLC,
a Delaware limited liability company

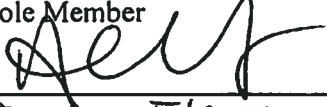
**HASKELL CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**


By: Willow Springs Project Holdings, LLC
Its: Sole Member

By: Willow Springs Class B Member, LLC
Its: Manager

By: Willow Springs Class B Holdco, LLC
Its: Sole Member

By: Lincoln Clean Energy, LLC
Its: Sole Member

By: 
NAME: Declan Flanagan
TITLE: CEO, Lincoln Clean Energy

BY: 
NAME: Tyke Meizer
TITLE: PRESIDENT

ATTEST:


BY: 
NAME: Joel Torres
TITLE: Secretary

EXHIBIT 2

DESCRIPTION OF LAND

WILLOW SPRINGS WIND PROJECT

LEGAL DESCRIPTION: BEING APPROXIMATELY 98,758 ACRES OF LAND AND BEING ALL OF AND ANY PORTIONS OF SECTIONS: 85, A-246, 122, A-1061, 135, A-849, 136, A-1013, A-1113, A-1129, A-1125, 137, A-256, 138, A-993, A-1124, A-1115, A-1125, 139, A-269, 140, A-638, 141, A-278, 142, A-571, 143, A-266, 144, A-1126, A-1121, A-1095, A-1096, A-915, 145, A-850, 158, A-1150, A-1151, 159, A-270, 160, A-576, 161, A-279, 162, A-570, 163, A-274, 164, A-591, 165, A-695, 166, A-1062, A-1146, 176, A-1048, A-1105, A-1112, 177, A-271, 178, A-575, 179, A-275, 180, A-1060, A-1044, A-907, 181, A-267, 182, A-1068, A-1053, A-1074, A-1077, A-1078, A-1119, 183, A-879, 190, A-1055, 191, A-272, 192, A-619, 193, A-276, 194, A-938, 195, A-268, 196, A-975, A-987, A-1025, 197, A-848, 208, A-590, ALL IN BLOCK 45, H & TC RR. COMPANY SURVEY, 1, A-878, 6, A-1059, 7, A-253, 8, A-909, 9, A-171, A-251, 10, A-928, A-948, 11, A-249, 12, A-923, A-1029, A-1027, 15, A-252, 16, A-910, A-1075, 17, A-255, 19, A-254, 20, A-640, 25, A-265, 26, A-1143, A-768, A-1107, A-1023, A-1005, 27, A-250, 28, A-995, 29, A-259, 31, A-258, 32.1, A-1039, 33, A-257, 35, A-248 ALL IN BLOCK 46, H & TC RR. COMPANY SURVEY, SECTION 86, BLOCK 1, H & TC RR. COMPANY SURVEY, A-969, A-985, A-968, MRS. A.M. ROBERTSON SURVEY NO. 2, A-644, JOHN C. CHESTER SURVEY NO. 3, A-649, MARGARETE WAGGONER SURVEY NO. 4, A-671, J.H. BONDS SURVEY NO. 4, A-457, CHARLES C. SPEARS SURVEY, A-477, A-383, A-384, JANE WILSON SURVEY, A-413, ANDREW DALY SURVEY, A-125, W.J. THORNTON SURVEY NO. 4, A-668, SARAH MCFERON SURVEY NO. 133, A-313, DEVEREAUX L. WOODLIEF SURVEY NO. 122, A-410, MCHENRY WINBURN SURVEY NO. 121, A-409, MRS. E.J. PARKER SURVEY NO. 3, A-663, JOSEPH FENNER SURVEY, A-491, CHARLES CALLIOT SURVEY, A-107 AND THE OLIVER SMITH SURVEY, A-371, ROBERT F. HOWELL SURVEY NO. 210, A-168, JOHNATHON RODGERS, SURVEY NO. 215, A-359, M. C. MCREGOR SURVEY NO. 5, A-706, SAMUEL WASHBURN SURVEY NO. 215, A-832, SECTION 4, C. & M. RR. CO. SURVEY, A-997, WACO MFG. CO. SURVEY NO. 1, A-480, SECTION 2, W. M. CO. SURVEY, A-755, SECTION 5, G. J. BOWLES SURVEY, A-677, MARY CRITTENDEN SURVEY NO. 214, A-112, JOHN COLSTON SURVEY NO. 212, A-104, E.B. WOOD SURVEY NO. 213, A-429, A. ERWIN SURVEY, A-690, MRS. E.P. ELDER SURVEY NO. 13, A-655, MRS. M.H. CHATHAM SURVEY NO. 6, A-647, HIRAM RIGGS SURVEY NO. 130, A-354, L. JONES SURVEY NO. 12, A-978, SECTION 11, C.T. & M.C. SURVEY, A-682, W. GAINES SURVEY, A-586, L.P. JONES SURVEY NO. 6, A-1024, SECTION 5, C.T. & M.C. RR. CO SURVEY, A-730, WACO MFG COMPANY SURVEY NO. 2, A-736, R.G. WATSON SURVEY NO. 414, A-406, C. & M. RR. CO. SURVEY NO. 3, A-449, W. BROWN SURVEY, A-1141, E. HILDRETH SURVEY, A-734, J. COOKE SURVEY NO. 13, A-1093, J. COOKE SURVEY NO. 100, A-1076, J. ROSS SURVEY, A-947, SAMUEL CHANCE SURVEY NO. 206, A-102, C.T. & M.C. SURVEY NO. 9, A-683, JAS. RAYMOND SURVEY, A-606, ELIAS GILPIN SURVEY NO. 132, A-143, O.W. CHRISMAN SURVEY NO. 34, A-578, DAY LAND & CATTLE CO.

Agreement for Limitation on Appraised Value
Between Haskell Consolidated ISD and Willow Springs Windfarm, LLC
(App No. 1132), July 18, 2017

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

SURVEY, A-731, J. BOONE SURVEY NO. 28, A-995, T.E. PITNER SURVEY NO. 10, A-986, J. CASNER SURVEY, A-680, JONAS HARRISON SURVEY NO. 175, A-159, CHRISTOPHER WINTERS SURVEY NO. 8, A-430, LEWIS T. KING SURVEY NO. 174, A-303, T.E. PITNER SURVEY, A-710, JOHN HAMMONDS SURVEY NO. 173, A-169, STANFORD STONE SURVEY, A-961, H.T. HARRELL SURVEY, A-733, A.J. GILES SURVEY NO. 36, A-1079, J. HILL SURVEY NO. 50, A-753, F. MORTON SURVEY, A-1006, W. KEAGHEY SURVEY NO. 9, A-659, F.M. MORTON SURVEY NO. 7, A-707, F. MORTON SURVEY NO. 30, A-1007, L. ROBERTS SURVEY NO. 34, A-1028, I. & G.N. RR. CO. SURVEY, A-469, A. BAZAJON SURVEY NO. 166, A-24, JOHN GIBNEY SURVEY NO. 165, A-145, CHARLES FINE SURVEY NO. 167, A-134, ROBERT BATTLE SURVEY NO. 169, A-19, W.M. GILLELAND SURVEY NO. 168, A-148, D. ROACH SURVEY NO. 164, A-360, GEORGE G. COLLUM SURVEY, A-111, S. CALLISON SURVEY NO. 173, A-115, PETER MAAS SURVEY NO. 170, A-321, JOHN STEPHENS SURVEY NO. 172, A-370, T. COKER SURVEY, A-728, NANCY LEA SURVEY NO. 163, A-310, SECTION 1, G.C. & S.F. RR. CO. SURVEY, A-468, SECTION 3, B.B.B. & C.R.R., A-53, SECTION 5, B.B.B. & C.R.R., A-63, SECTION 17, B.B.B. & C.R.R.L, A-58, J.W. NABERS SURVEY NO. 4, A-551, R.S. EDSALL SURVEY NO. 18, A-625, A. MORRIS SURVEY NO. 20, A-863, F.C. MOORE SURVEY NO. 4, A-662, W. TRAVIS SURVEY NO. 128, A-386, E. MURPHEY SURVEY NO. 127, A-314, WILLIAM STRODE SURVEY NO. 126, A-369, BENJAMIN LANIER SURVEY NO. 125, A-308, MICAHAH BIRD SURVEY NO. 124, A-13, JAMES WALTERS SURVEY NO. 123, A-411, A. TOWNSEND SURVEY NO. 102, A-639, T.W. HYDE SURVEY NO. 102, A-922, A.J. SMITH SURVEY NO. 98, A-365, SECTION 101, BLOCK 1, H. & T.C. RR. CO. SURVEY, A-293, I. VANNOY SURVEY NO. 91, A-402, J. STEPHENSON SURVEY NO. 92, A-379, THOS. RUCKER SURVEY NO. 93, A-358, M. MURPHY SURVEY NO. 94, A-323, J. WARROLL SURVEY NO. 95, A-421, BENJ. HUGHES SURVEY NO. 96, A-165, THOS. FINNEY SURVEY NO. 97, A-138, J.P. MCCLISH SURVEY NO. 108, A-322 AND CALVIN ABBOTT SURVEY NO. 162, A-5 LYING IN AND BEING SITUATED OUT OF HASKELL COUNTY, TEXAS: SAID 98,758 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the common corner of Haskell County, Knox County, Baylor County and Throckmorton County and the northeast corner hereof and having an approximate Latitude and Longitude of N 33.39899°, W 99.47267°;

THENCE South 00°38'04" West a distance of 51969.29 feet along or near the common line of said Haskell County and said Throckmorton County to a point for the southeast corner hereof and having an approximate Latitude and Longitude of N 33.25615°, W 99.47298°;

THENCE North 88°23'04" West a distance of 38162.28 feet to a point at the approximated intersection of County Road 268 and Farm to Market Highway No. 266 for a corner hereof and having an approximate Latitude and Longitude of N 33.25808°, W 99.59780°;

Thence North 04°08'14" East a distance of 4439.56 feet along said Farm to Market Highway No. 266 to a point at the approximate intersection of said Highway No. 266 and Farm to Market Highway No. 1080 for a corner hereof;

Agreement for Limitation on Appraised Value
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*Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)*

THENCE North 88°32'47" West a distance of 28593.41 feet along said Highway No. 1080 to a point at the approximate intersection on said Highway No. 1080 and U.S. Highway No. 277 for a corner hereof;

THENCE South 18°31'04" West a distance of 1948.40 feet to a point at the approximate intersection of an unnamed road and said U.S. Highway 277 for a corner hereof and having an approximate Latitude and Longitude of N 33.26625°, W 99.69234°;

THENCE North 87°30'00" West a distance of 4993.17 feet along said unnamed road to a point in County Road 223 for the southernmost southwest corner hereof and having an approximate Latitude and Longitude of N 33.26669°, W 99.70867°;

THENCE North 02°04'37" East a distance of 5633.53 feet along said County Road 223 to a point for a corner hereof and having an approximate Latitude and Longitude of N 33.28217°, W 99.70821°;

THENCE North 87°34'23" West a distance of 5213.25 feet crossing said Abstract No. 663 to a point in County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.28261°, W 99.72527°;

THENCE South 01°28'31" West a distance of 1241.96 feet along said County Road 207 to a point at the approximate intersection of County Road 120 and said County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.27920°, W 99.72532°;

THENCE generally along said County Road 120 the following 5 courses:

1. North 88°35'28" West a distance of 2987.51 feet along the approximate south line of said Abstract No. 384 to a point in the approximate east line of said Abstract No. 107 for a corner hereof;
2. North 00°52'34" East a distance of 928.33 feet along the approximate common line of said Abstract No. 384 and said Abstract No. 107 to a point for a corner hereof;
3. North 89°25'59" West a distance of 4617.44 feet crossing said Abstract No. 107 to a point in the approximate common line of said Abstract 371 and said Abstract No. 107 for a corner hereof;
4. North 00°31'56" East a distance of 1637.78 feet along said common line to a point for a corner hereof;
5. North 89°26'54" West a distance of 4654.08 feet crossing said Abstract No. 371 to a point in the approximate common line of the Joseph Korns Survey. Abstract No. 304 and said Abstract No. 371 and the apparent intersection of Farm to Market Highway 2163 and said County Road 120 for the most northerly southwest corner hereof and having an approximate Latitude and Longitude of N 33.28630°, W 99.76544°;

THENCE generally along said Farm to Market Highway 2163 the following 7 courses:

1. North 00°27'28" East a distance of 4879.34 feet to a point for an angle point hereof;
2. North 32°49'23" East a distance of 1880.80 feet to a point for an angle point hereof;
3. North 00°34'30" East a distance of 11035.72 feet to a point for an angle point hereof;
4. North 27°47'11" West a distance of 553.33 feet to a point for an angle point hereof;
5. North 46°02'32" West a distance of 2368.32 feet to a point for an angle point hereof;
6. North 23°25'03" West a distance of 621.02 feet to a point for an angle point hereof;
7. North 01°05'49" West a distance of 20540.59 feet to a point in said Haskell County and Knox County line for the northwest corner hereof and having an approximate Latitude and Longitude of N 33.39821°, W 99.77175°;

THENCE generally along said Haskell County and Knox County line the following 3 courses:

1. South 89°33'10" East a distance of 26406.80 feet to a point for an angle point hereof;
2. South 89°40'14" East a distance of 13278.93 feet to a point at the approximate intersection on said U.S. Highway No. 277 and said County line for an angle point hereof;
3. South 89°32'52" East a distance of 51598.98 feet to the **POINT OF BEGINNING** and containing 98,758 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.
Note: THIS DIGITAL COPY IS PROVIDED FOR THE INSERTION INTO LEGAL DOCUMENTS.

EXHIBIT 3

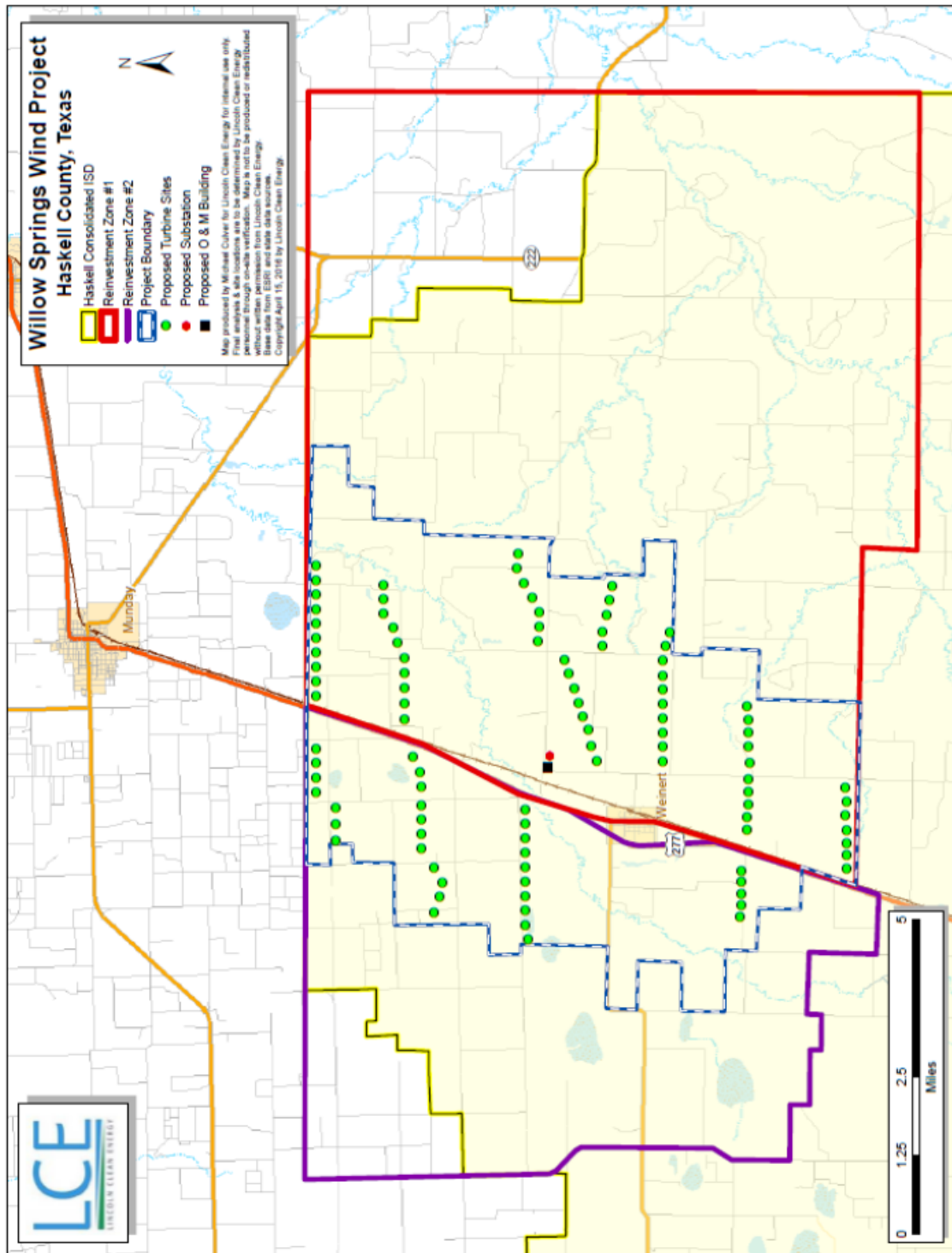
APPLICANT'S QUALIFIED INVESTMENT

Willow Springs Windfarm, LLC plans to construct a 250 MW wind farm in Haskell County consisting of 100 turbines.

The Applicant is requesting an appraised value limitation on all of the qualified investment and qualified property constructed or placed upon the real property within Haskell CISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.5 MW turbines. The qualified investment in Haskell CISD is expected to include approximately one hundred (100) GE 2.5 MW wind turbine generators, including 90m towers, nacelles, rotors with 116m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, access roads, met towers, spare parts and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the northern part of Haskell County. The map included on the second page of this Exhibit 3 shows the preliminary turbine locations. The exact placement of these turbines is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the Project will also include an operations and maintenance building that will likely be located in the approximate center of the Project. (It is also shown on the map on the second page of this Exhibit 3.) The Project will also require a series of new access roads to the turbines, underground electrical collection cables, permanent meteorological towers, a substation, and an overhead transmission line connecting the project substation to the Point of Interconnection.

MAP OF QUALIFIED INVESTMENT



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