

UNDERWOOD

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

May 2, 2018

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

Via Email and Federal Express

Re: App 1134 Petersburg ISD – Hale Petersburg Wind, LLC
(formerly Hale Wind Energy, LLC)

Dear Stephanie:

Enclosed please find a copy of the fully executed Amendment No. 2 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,



Fred A. Stormer

FAS/ph
Encl.
NJSWW7WR0D90DM

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN PETERSBURG INDEPENDENT SCHOOL DISTRICT
AND HALE WIND ENERGY, LLC
(Comptroller Application No. 1134)

This **AMENDMENT NO. 2 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 2**”) is entered into by and between **PETERSBURG 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 **HALE WIND ENERGY, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32057900931 (“**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 November 17, 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 November 17, 2016, by and between the District and the Applicant, as amended by Amendment No. 1 dated November 15, 2017 (the “**Agreement**”).

WHEREAS, pursuant to Section 10.3 of the Agreement, the Applicant has provided notice that the Applicant plans to assign the entirety of the Agreement to Hale Petersburg Wind, LLC, a Delaware limited liability company, Texas Taxpayer Identification Number 32062972370 (“**Assignee**”). A copy of the Chapter 313 Agreement Assignment Information Sheet was delivered to the Texas Comptroller of Public Accounts (the “**Comptroller**”).

WHEREAS, the Parties notified the Comptroller of the requested assignment and the request for this Amendment No. 2 on March 22, 2018, and the Comptroller issued an amended certification and approved the form of this Amendment No. 2 on April 13, 2018; and

WHEREAS, on April 29, 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. 2 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 hereby approves this Amendment No. 2 and authorizes the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 2 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 Sections 10.2 and 10.3 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Assignment.** District acknowledges that it has received notice that the Agreement will be assigned to Assignee and District consents to such assignment, subject to Assignee accepting such assignment, assuming the obligations under the Agreement and providing notice to the District upon consummation of the actual assignment to Assignee.

2. **Amendment.** Section 10.1.C of the Agreement is hereby modified, revised, amended, supplemented, and replaced as follows:

“C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To Applicant:

Hale Petersburg Wind, LLC
c/o Dion Watson, Project Director
NextEra Energy Resources, LLC
700 Universe Boulevard
Juno Beach, FL 33408
Phone #: (561) 694-4709
Email: Dion.Watsonjr@NEE.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.”

3. **Effect.** Except as modified and amended by the terms of this Amendment No. 2, 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. 2 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller’s internet website. A copy of this Amendment No. 2 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this Amendment No. 2 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of November 17, 2016.

4. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 2, 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.

5. **Counterparts.** This Amendment No. 2 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. 2 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 29th day of April, 2018.

**PETERSBURG INDEPENDENT SCHOOL
DISTRICT**

HALE WIND ENERGY, LLC

BY: Tommy Roden
NAME: Tommy Roden
TITLE: Secretary

BY: [Signature]
NAME: John Di Donato
TITLE: VP of Development

DISTRICT ATTEST:

BY: Julie Watson
NAME: Julie Watson
TITLE: Board Member