

# UNDERWOOD

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September 23, 2020

Stephanie Jones  
Data Analysis and Transparency Division  
Texas Comptroller of Public Accounts  
P.O. Box 13528 Capitol Station  
Austin TX 78711-3528

*Via Email*

Re: App 1134 Petersburg ISD – Southwestern Public Service Company  
(formerly Hale Petersburg Wind, LLC; originally Hale 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.

Please feel free to contact us if you require anything further.

Sincerely,



Fred A. Stormer

FAS/ph  
Encl.

**AMENDMENT NO. 3  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR  
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES  
BETWEEN PETERSBURG INDEPENDENT SCHOOL DISTRICT  
AND HALE PETERSBURG WIND, LLC  
(Comptroller Application No. 1134)**

This **AMENDMENT NO. 3 TO 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 **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, **HALE PETERSBURG WIND, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32062972370 (the “Current Applicant”), and **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, Texas Taxpayer Identification Number 17505754006, and the successor by merger to the Current Applicant (“Assignee”). The District, the Current Applicant and/or the Assignee may hereafter be referred to collectively 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 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, 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 **HALE WIND ENERGY, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32057900931 (the “Initial Applicant”) (such agreement, the “Agreement”);

WHEREAS, on November 15, 2017, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District passed, approved, and executed that certain Amendment No. 1 to the Agreement dated November 15, 2017, by and between the District and Initial Applicant;

WHEREAS, on April 29, 2018, pursuant to Chapter 313 of the TEXAS TAX CODE, after conducting a public hearing on the matter, the District passed, approved, and executed Amendment No. 2 (the Agreement, Amendment No. 1, and Amendment No 2., are hereinafter collectively referred to as the “Agreement”);

WHEREAS, pursuant to the laws of Delaware and New Mexico, Current Applicant has merged with and into its sole member, Assignee, with Assignee being the sole surviving entity of the merger;

WHEREAS, pursuant to Section 10.3 of the Agreement, Current Applicant and Assignee have requested that all rights, benefits, obligations, and interests in the Agreement be assigned to Assignee, which assignment request constitutes an amendment request pursuant to Section 10.2 of the Agreement;

WHEREAS, the Parties notified the Comptroller of this assignment and amendment request and provided the Comptroller with a copy of the Chapter 313 Agreement Assignment Information Sheet in connection with the assignment, and on August 26, 2020, the Comptroller issued an amended certificate for a limitation of appraised value and approved the form of this Amendment No. 3; and

WHEREAS, on September 22, 2020, 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 hereby approves this Amendment No. 3 and authorizes the District's representative, whose signature appears below, to execute and deliver such Amendment No. 3 to Assignee.

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 10.3 of the Agreement, the undersigned Parties intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

- a. Current Applicant fully assigns all rights, benefits, obligations, and interests in the Agreement to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, Texas Taxpayer Identification Number 17505754006.
- b. All references in the Agreement to "Applicant" shall hereby refer to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, Texas Taxpayer Identification Number 17505754006.
- c. Section 10.1.C of the Agreement is hereby amended to read as follows:

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

To Applicant:

Southwestern Public Service Company  
c/o Will DuBois, Lead Assistant General Counsel  
Xcel Energy  
816 Congress Avenue, Suite 1650  
Austin, Texas 78701  
Phone: 512.236.6923 Fax: 512.236.6935  
Email: will.w.dubois@xcelenergy.com

or at such other address or to such other phone, fax, or email and to the attention of such other person as a Party may designate by written notice to the other."

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 above-referenced findings of fact and 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 Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 3 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this Amendment No. 3 shall also be recorded with the Findings of Fact in the official Minutes of the meeting of November 17, 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.
5. **Electronic Delivery.** This Amendment No. 3 may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by email). The executing Party agrees to promptly deliver a complete, executed original or counterpart of this Amendment to the other executing Parties. This Amendment shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

\* \* \*

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed and delivered by their duly authorized representatives on this 22<sup>nd</sup> day of September, 2020.

**SOUTHWESTERN PUBLIC SERVICE  
COMPANY**

By: David T. Hudson  
Name: David T. Hudson  
Title: President

**PETERSBURG INDEPENDENT SCHOOL  
DISTRICT**

By: Chad Byrd  
Name: Chad Byrd  
Title: Board President

ATTEST:  
By: Tommy Roden  
Name: Tommy Roden  
Title: Secretary