

UNDERWOOD

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September 20, 2017

Ms. Stephanie Jones, 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

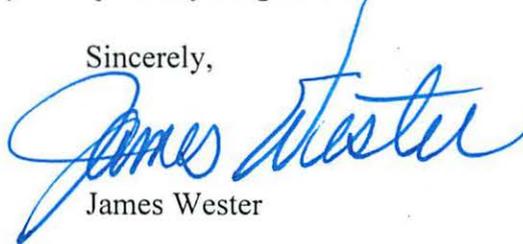
Re: App 1142-Lorenzo ISD – Lorenzo Wind, LLC fka Fiber Winds Holding, LLC

Dear Ms. Jones:

Enclosed please find a hard 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,



James Wester

JWW/ph
Encl.
MIITHXA00D65S9
cc: Wes Jackson, Cummings Westlake, LLC

AMENDMENT NO. 2
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN LORENZO INDEPENDENT SCHOOL DISTRICT
AND FIBER WINDS HOLDING, LLC
(Comptroller Application No. 1142)

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 **LORENZO 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 **FIBER WINDS HOLDING, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32060819474 (“**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 December 12, 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 December 12, 2016, by and between the District and the Applicant, which was amended by the Parties by Amendment No. 1 dated June 19, 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 Lorenzo Wind, LLC (“**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 August 18, 2017, and the Comptroller issued its notice of completeness letter and amended certification on September 5, 2017, and approved the form of this Amendment No. 2 on September 5, 2017; and

WHEREAS, on September 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. 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. **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 December 12, 2016.

3. **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.

4. **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.

[Signatures follow on the next page]

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

LORENZO INDEPENDENT SCHOOL DISTRICT

LORENZO WIND, LLC

BY: 
NAME: Brian Aycock
TITLE: Vice President

BY: 
NAME: Ruben Garcia
TITLE: Secretary

DISTRICT ATTEST:

BY: 
NAME: Oran Hamilton
TITLE: Interim Superintendent