

AMENDMENT NO. 002  
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY  
FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES  
BETWEEN CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL  
DISTRICT AND WHITE MESA WIND, LLC  
(Comptroller Application No. 1284)

This AMENDMENT NO. 002 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 CROCKETT COUNTY CONSOLIDATED COMMON SCHOOL DISTRICT (the “District”), a lawfully created consolidated school district of the State of Texas operating under and subject to the Texas Education Code, and WHITE MESA WIND, LLC, a Delaware limited liability company, Texas Taxpayer Identification Number 32065462809 (“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 19, 2018, 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 19, 2018, by and between the District and Applicant (the “Agreement”);

WHEREAS, on or about October 16, 2020, pursuant to Section 10.2 of the Agreement, the Applicant requested to (i) change the limitation period start date to January 1, 2022, (ii) the description of the qualified investment and (iii) the description of the qualified property.

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “Comptroller”) of the Amended Application and the request for this Amendment No. 2 on October 16, 2020, and the Comptroller issued its notice of completeness letter on October 27, 2020, issued its amended certification of the Amended Application on October 29, 2020, and approved the form of this Amendment No. 2 on October 29, 2020; and

WHEREAS, on December 16, 2020, 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 Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement 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 agree to amend the Agreement as follows:

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

**A. Sections 2.3.D and 2.3.E. of the Agreement are amended as follows:**

- D. The Tax Limitation Period for this Agreement:
  - i. Starts on January 1, 2022, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
  - ii. Ends on December 31, 2031; which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.
- E. The Final Termination Date for this Agreement is December 31, 2036; which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

**B. Section 6.3 of the Agreement is amended as follows:**

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2018) and ending December 31 of the final year of the Tax Limitation Period (2034), Supplemental Payments shall be owed. During the Qualifying Time Period and for the three years following the end of the Tax Limitation Period, the supplemental payment amount shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payments exceed the Aggregate Limit for such Tax Year, the difference between the Applicant's Cumulative Payment and the Aggregate Limit for such Tax Year shall be carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

**C. Section 10.1.C** of the Agreement is amended as follows:

**To the Applicant**

Name: NextEra Energy Resources  
Attn: Anthony Pedroni  
Vice President, Development  
Address: 700 Universe Blvd.  
City/Zip: Juno Beach, Florida 33408  
Phone : (561) 304-6036  
Fax :  
Email: Anthony.pedroni@nexteraenergy.com

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 Findings of Fact and 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 and the Findings of Fact 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 or this Amendment No. 2 and the Findings of Fact; 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 on December 16, 2020.

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 WHEREOF, the District and Applicant have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives on this 21<sup>st</sup> day of December 2020.

WHITE MESA WIND, LLC

CROCKETT COUNTY CONSOLIDATED  
COMMON SCHOOL DISTRICT

By:   
ANTHONY PEDRONI, AUTHORIZED  
REPRESENTATIVE

By: \_\_\_\_\_  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By:   
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By:   
VICE PRESIDENT, BOARD OF TRUSTEES

**EXHIBIT 3**  
**APPLICANT'S QUALIFIED INVESTMENT**

White Mesa Wind, LLC is a 498.6 MW wind energy facility, that will consist of 180 GE wind turbines, model 2.82. The facility will be located entirely within Crockett County Consolidated School District in northeastern Crockett County.

**Please Note: This application covers all qualified property in the reinvestment zone and project boundary within Crockett County Consolidated School District, including the following:**

- Turbines
- Substation
- Transmission Line
- Underground Electrical Collection Cables
- Meteorological Towers
- Access Roads
- Ancillary & Eligible Equipment

Wind generation facilities operate through capturing wind energy with two or three propeller-like blades mounted on a rotor to generate electricity. As wind blows, pockets of low-pressure air form on the downwind side of the blade. This lowpressure air then pulls the blade towards it, creating a lift and turning the rotor. The force of the lift is stronger than the drag and the wind's force against the front side of the blade. The combination of the lift and drag causes the rotor to spin thus turning a shaft that spins a generator to create electricity.

**EXHIBIT 4**  
**DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY**

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