

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN POST INDEPENDENT SCHOOL DISTRICT AND ANTELOPE FLATS
WIND, LLC
(Comptroller Application No. 1437)

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 1**”) is entered into by and between **POST 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 **ANTELOPE FLATS WIND, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32061842095 (“**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 August 11, 2020, 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 August 11, 2020, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on August 17, 2020, pursuant to Section 10.2 of the Agreement, the Applicant requested to move the QTP start date to January 1, 2023 and Limitation start date to January 1, 2025; updated the Vicinity, Qualified Property and Qualified Investment maps; update contact information for the Applicant; and updated Supplemental Payment Schedule located on Section 6.1;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this Amendment No. 1, and the Comptroller issued its notice of completeness and issued its amended certification of the Amended Application on August 26, 2020, and approved the form of this Amendment No. 1 on XXXX XX, 2020; and

WHEREAS, on October 12, 2020, 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 Texas Tax Code, and hereby approves this Amendment No. 1 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. Section 2.3. Term of the Agreement, Section C

- i. Starts on January 1, 2023, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2024; the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- iii. Starts on January 1, 2025, the first complete Tax Year that begins after the end of Qualifying Time Period.
- iv. Ends on December 31, 2034; 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, 2039.

B. Section 6.1. Supplemental Payments are hereby amended, restated and replaced in their entirety, respectively, with the following table.

TAX YEAR	PAYMENT DUE DATE	AMOUNT OF SUPPLEMENTAL PAYMENT
2023	January 31, 2024	Equal to the "Annual Limit"
2024	January 31, 2025	Equal to the "Annual Limit"
2025	January 31, 2026	Equal to the "Annual Limit"
2026	January 31, 2027	Equal to the "Annual Limit"
2027	January 31, 2028	Equal to the "Annual Limit"
2028	January 31, 2029	Equal to the "Annual Limit"
2039	January 31, 2030	Equal to the "Annual Limit"
2030	January 31, 2031	Equal to the "Annual Limit"
2031	January 31, 2031	Equal to the "Annual Limit"
2032	January 31, 2033	Equal to the "Annual Limit"
2033	January 31, 2034	Equal to the "Annual Limit"
2034	January 31, 2035	Equal to the "Annual Limit"
2035	January 31, 2036	Equal to the "Annual Limit"
2036	January 31, 2037	Equal to the "Annual Limit"
2037	December 31, 2037	Equal to the "Annual Limit"

C. Exhibit 4 of the Agreement is hereby amended, restated, and replaced in its entirety, respectively, with Exhibit 4 attached to this Amendment No. 1

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 Findings of Fact and 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 and the Findings of Fact 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 or this Amendment No. 1 and the Findings of Fact; the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this Amendment No. 1 shall be recorded with the official Minutes of the meeting at which it has been approved on October 12, 2020.

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 WHEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives on this 12th day of October 2020.

ANTELOPE FLATS WIND, LLC
By Its Sole Member, Orsted Onshore DevCo, LLC
By Its Sole Member, Orsted Onshore North America, LLC

POST
INDEPENDENT SCHOOL DISTRICT

By: 
PHILIP MOORE, SENIOR VICE PRESIDENT
- DEVELOPMENT

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

IN WITNESS WHEREOF, the District and Applicant have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives on this 12th day of October 2020.

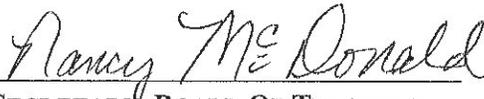
ANTELOPE FLATS WIND, LLC
By Its Sole Member, Orsted Onshore DevCo, LLC
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LLC

POST
INDEPENDENT SCHOOL DISTRICT

By: _____
PHILIP MOORE, SENIOR VICE PRESIDENT
- DEVELOPMENT

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 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Antelope Flats Wind, LLC plans to construct a 155 MW wind farm in Garza County consisting of approximately 55 turbines.

The Applicant is requesting an appraised value limitation on all the property constructed or placed upon the real property within Post ISD. The qualified investment in Post ISD is expected to include approximately fifty five (55) GE 2.82MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, access roads, meteorological towers, 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 western part of Garza County and eastern part of Lynn County. The map in Tab 11 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 in the approximate center of the Project. (It is also shown on the map in Tab 11.) 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.

The Point of Interconnection and a portion of the Project's transmission line are located outside of Garza County. The Qualified Investment that is the subject of this application does not include any Project facilities located outside of Garza County.

The 2,000 ft. of road constructed on the project in late 2016 to assist with Production Tax Credit qualification will not be part of the qualified investment or qualified property.

This application covers all qualified property and qualified investment in the reinvestment zone and project boundary within Post ISD.

**Location of Post ISD Boundary, County Boundary, Reinvestment Zone, Project Boundary,
Qualified Investment, and Qualified Property:**

