

**AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT
BETWEEN PANHANDLE INDEPENDENT SCHOOL DISTRICT
AND ROUTE 66 WIND POWER, LLC
(Comptroller Application No. 269)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT FOR PANHANDLE INDEPENDENT SCHOOL DISTRICT** (this “**First Amendment**”) is entered into to be effective as of the date shown below, by and between **ROUTE 66 WIND POWER, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32047524023 (the “**Applicant**”), and Panhandle Independent School District (the “**District**”). The Applicant and the District may hereafter be referred to as, together, the “**Parties**” and each, a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

WITNESSETH:

WHEREAS, on or about August 26, 2013, 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 Limitation on Appraised Value Agreement for Panhandle Independent School District dated August 26, 2013, by and between the District and the Applicant (the “**Agreement**”).

WHEREAS, the Parties desire to amend Section 3.7 of the Agreement to allow Applicant to pay over 4 years, under certain circumstances, the amount that Applicant may owe the District for a loss of District Funding Revenue for the third year of the Agreement.

WHEREAS, on April 28, 2015, after conducting a public hearing and providing interested persons an opportunity to be heard on the matter, the Board of Trustees determined that this First Amendment 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 approved the form of this First Amendment and authorized the District’s representative, whose signature appears below, to execute and deliver such First Amendment to the Applicant.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. Article 3, Section 3.7. Article 3, Section 3.7 is deleted in its entirety and replaced by the following:

A. On or before the January 31 next following the tax levy for each year for which this Agreement is effective, and subject to the limitations contained in Section 5.1, the Applicant shall pay all amounts determined to be due and owing to the District, all amounts billed by the Consultant pursuant to this Article 3, and any reasonable and necessary expenses paid by the District to its attorneys, auditors, or financial consultants for work resulting from the District’s participation in this Agreement. The District, upon request of Applicant, shall provide

supporting documentation to substantiate such reasonable and necessary expenses to the extent such supporting documentation is not excepted from disclosure as attorney-client privilege or otherwise excepted from disclosure under the Texas Public Information Act (TEXAS GOVERNMENT CODE § 552.001, *et seq*).

B. Based upon the amount of Qualified Property and the construction schedule of Applicant's Project as of the time of this First Amendment and the amount of Qualified Property set forth in the Application, the Parties anticipate that Applicant may owe the District for a loss of District Funding Revenue for the third year of the Agreement (as set out in Schedule 1.2 of the Agreement) that exceeds \$800,000. Therefore, should the loss of District Funding Revenue as calculated in Section 3.2 above, exceed \$200,000 for the third year of the Agreement, Applicant and the District agree that Applicant will pay District the greater of \$200,000 or 25 percent of the actual loss of such District Funding Revenue on or before January 31 next following the year that the loss of District Funding Revenue was calculated (the "Partial Payment"). The Partial Payments for the remaining balance of the loss of District Funding Revenue for the third year of the Agreement owed the District shall continue from year to year thereafter in this same manner until the entire balance is paid in full.

C. Notwithstanding anything to the contrary in Section 3.7.B, in no event shall the District receive less than the same amount of District Revenue that the District would have received if the project had not been constructed and this Agreement was not in effect (the "Floor Revenue"). Therefore, in addition to all other amounts that are owed to the District under this Agreement, including the Partial Payment as set out in Section 3.7.B, Applicant shall pay to District such portion of the loss of District Funding Revenue owed the District for the third year of the Agreement necessary to increase the District up to Floor Revenue (the "Floor Revenue Payment"). Applicant shall pay to the District the Floor Revenue Payment on or before January 31 next following the year that the District Funding Revenue was calculated, the same as all other payments under this Agreement that become due.

2. Effect. Except as modified and amended by the terms of this First Amendment, 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 First Amendment shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall prevail. A copy of this First Amendment shall be delivered to the County Appraisal District and to the Texas Comptroller to be posted on the Texas Comptroller's internet website.

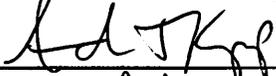
3. Binding on Successors and Assigns. The Agreement, as amended by this First Amendment, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. Counterparts. This First Amendment 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 authorized representatives of the Parties hereto affix their signatures as of the date set forth below to be effective on April 28, 2015.

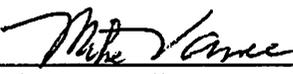
ROUTE 66 WIND POWER, LLC,
A Delaware Limited Liability Company
Texas Taxpayer ID No. 32047524023

By: First Wind Texas Holdings, LLC, its Member

By: 
Printed Name: Andrew J. Kopf
Title: Authorized Signatory

Date: _____

PANHANDLE INDEPENDENT SCHOOL DISTRICT

By: 
Printed Name: Mike Vance
Title: Panhandle ISD Board President

Date: April 28, 2015

ATTEST:

By: 
Printed Name: Blair Brown
Title: Panhandle ISD Superintendent

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto affix their signatures as of the date set forth below to be effective on April 28, 2015.

ROUTE 66 WIND POWER, LLC,
A Delaware Limited Liability Company
Texas Taxpayer ID No. 32047524023

By: First Wind Texas Holdings, LLC, its Member

By: _____
Printed Name: _____
Title: _____

Date: _____

PANHANDLE INDEPENDENT SCHOOL DISTRICT

By: 
Printed Name: Mike Vance
Title: Panhandle ISD Board President

Date: April 28, 2015

ATTEST:

By: 
Printed Name: Blair Brown
Title: Panhandle ISD Superintendent