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November 11, 2016

Ms. Michelle Luera  
Research Analyst  
Economic Analysis  
Local Government Assistance and Economic Development Division  
Texas Comptroller of Public Accounts  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street  
Austin, TX 78774

*Via Email and Federal Express*

Re: App. No. 307 –Floydada ISD-Wake Wind Energy, LLC

Dear Ms. Luera:

Enclosed please find a hard copy of the fully executed Amendment No. 1 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,

A handwritten signature in blue ink, appearing to read "Fred A. Stormer", written in a cursive style.

Fred Stormer

FS/ph  
Encl.  
L5H4Y4ZS0DBVIH

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY**  
**FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN**  
**FLOYDADA INDEPENDENT SCHOOL DISTRICT AND WAKE WIND ENERGY, LLC**  
*(Comptroller Application No. 307)*

This **AMENDMENT NO. 1 TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY** (this “**Amendment No. 1**”) is entered into by and between **WAKE WIND ENERGY, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32050567323 (the “**Applicant**”), and **FLOYDADA INDEPENDENT SCHOOL DISTRICT** (the “**District**”). The Applicant and the District may hereafter be referred to 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).

**WITNESSETH:**

**WHEREAS**, on or about October 29, 2013, pursuant to Chapter 313 of the Texas Tax Code (the “**Code**”), after conducting a public hearing on the matter, the District made factual findings, and passed, approved, and executed (i) that certain Agreement for Limitation on Appraised Value Property for Floydada Independent School District dated October 29, 2013, by and between the District and the Applicant (the “**Agreement**”) and (ii) those certain Findings of Fact of the District (“**Findings**”);

**WHEREAS**, Applicant has provided notice to the District of its request to increase the size of the Project located within the District’s boundaries by increasing the wind-powered electric generating facility from the original 90 megawatts (approximately 53 GE 1.7 megawatt turbines) to 140.63 megawatts (approximately 82 GE 1.7 megawatt turbines), which is an increase of 50.63 megawatts (approximately 29 GE 1.7 megawatt turbines));

**WHEREAS**, pursuant to Section 8.3 of the Agreement, the Parties desire and have agreed to amend **EXHIBIT 3** (Description of the Applicant’s Qualified Investment/Qualified Property) of the Agreement to increase the size of the Project located within the District’s boundaries to 140.63 megawatts (approximately 82 GE 1.7 megawatt turbines);

**WHEREAS**, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 1 on October 10, 2016, and the provided notice on November 7, 2016, that it had no objection to this Amendment No. 1;

**WHEREAS**, on November 8, 2016, 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. 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 Code, and has hereby approved the form of this Amendment No. 1 and authorized the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 1 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 and Findings as follows:

1. **Amendment.**

a. Agreement.

- i. Exhibit 3. **EXHIBIT 3** to the Agreement shall be deleted and replaced with the attached **EXHIBIT 3**.

b. Findings.

- i. References to Size of Project. To the extent that the Findings reference the size or scope of the Project located within the District's boundaries, the Findings are hereby amended consistent with the increase herein to 140.63 megawatts (approximately 82 GE 1.7 megawatt turbines).

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 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 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, the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Floyd County Appraisal District and to the Texas Comptroller to be posted on the Texas Comptroller's internet website. 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 shall be recorded with the official Minutes of the meeting at which it has been approved and a copy of this Amendment shall also be recorded with the Findings of Fact in the official Minutes of the meeting of October 29, 2013.

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 HEREOF, the Parties have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 8th day of November, 2016.

**WAKE WIND ENERGY, LLC**  
A Delaware limited liability company

By: [Signature] Date: \_\_\_\_\_  
Name: Michelle C. Sevens  
Title: Senior VP, Project Development & Construction

**FLOYDADA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AND EFFECTIVE as of the 8<sup>th</sup> day of November, 2016.

**WAKE WIND ENERGY, LLC**  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FLOYDADA INDEPENDENT SCHOOL DISTRICT**

By: Kyle Miller  
Name: Kyle Miller  
Title: President

Date: 11-8-16

ATTEST:

By: Kay Brotherton  
Name: Kay Brotherton  
Title: Secretary

### **EXHIBIT 3**

#### **DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY**

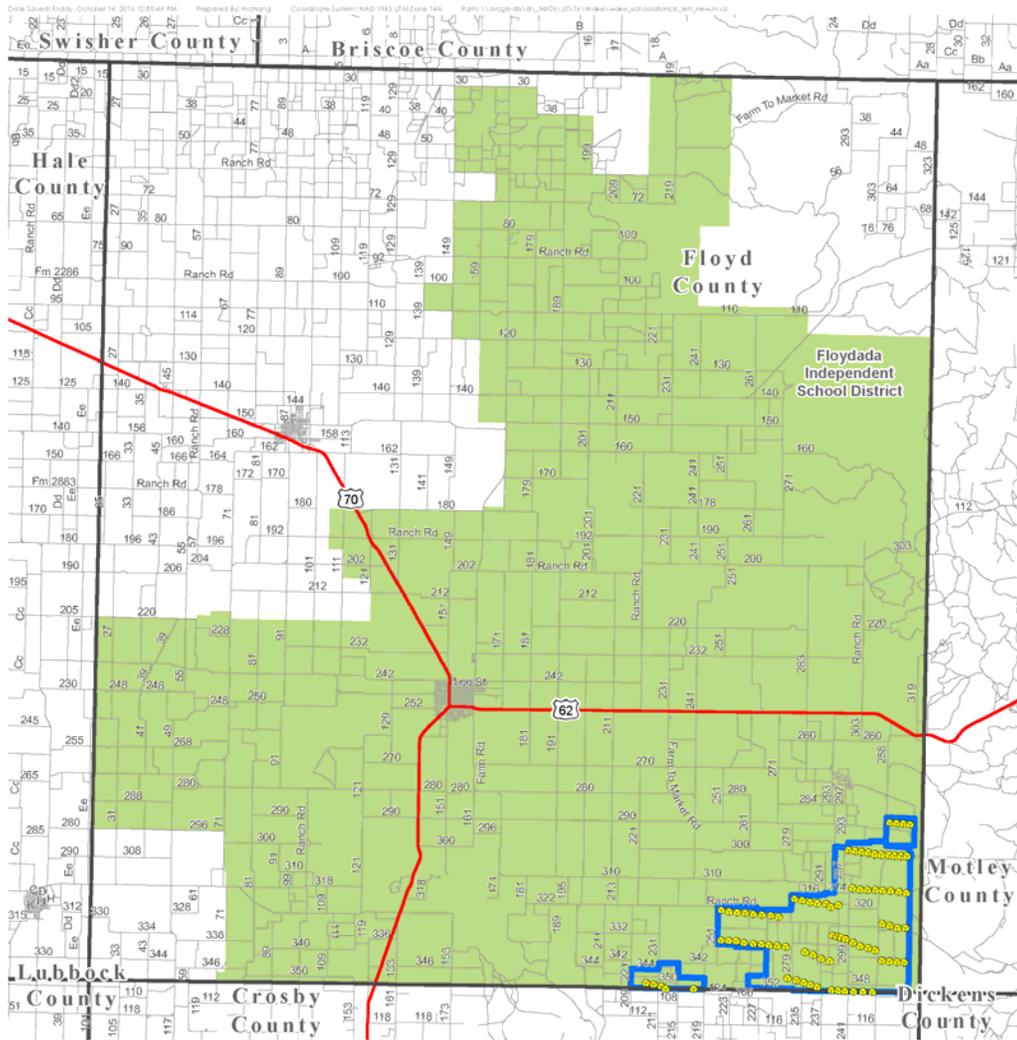
Wake Wind Energy LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 257.25 megawatts. The exact number of wind turbines and the size of each turbine will vary depending upon the wind turbines selected and the megawatt generating capacity of the project completed. Presently our plans are to install GE 1.7 megawatt turbines on property within the reinvestment zones in Crosby and Floyd Counties, Texas. Wake Wind Energy estimates that 116.62 megawatts are planned to be installed in Crosbyton CISD as well as 140.63 megawatts in Floydada ISD. Wake Wind may later decide to install up to 34 additional megawatts in Floydada ISD.

The additional improvements for the Wake Project will include but are not limited to, wind turbines, towers, foundations, roadways, buildings and offices, anemometer towers, computer equipment, furniture, company vehicles, electrical transmission cables and towers and electrical substations. A portion of the transmission lines associated with the project may also extend into Dickens County.

See also project map on next page.

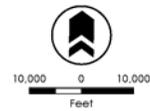
**Agreement for Limitation on Appraised Value**  
Between Floydada Independent School District and Wake Wind Energy, LLC  
TEXAS COMPTROLLER APPLICATION NUMBER 307  
November 8, 2016

# MAP OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY



**Legend**

- Turbine
- Primary US & State Highways
- Secondary State & County Roads
- 4WD
- Wake Project Boundary
- County
- Floydada Independent School District



**Floydada School District and Turbine Layout**

Wake Wind Energy Center | Crosby and Floyd Counties, Texas

Rev. 01  
October 14, 2016



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 Between Floydada Independent School District and Wake Wind Energy, LLC  
 TEXAS COMPTROLLER APPLICATION NUMBER 307  
 November 8, 2016