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November 22, 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. 17th Street
Austin, TX 78774

Via Email and Federal Express

Re: App. No. 308 –Crosbyton CISD-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 that reads "Fred A. Stormer".

Fred Stormer

FS/ph
Encl.
KPC5M25A0DDEIQ

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY
FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN
CROSBYTON CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND WAKE
WIND ENERGY, LLC
(Comptroller Application No. 308)

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 **CROSBYTON CONSOLIDATED 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 Crosbyton Consolidated 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 decrease the size of the Project located within the District’s boundaries by decreasing the wind-powered electric generating facility from the original 210 megawatts (approximately 124 GE 1.7 megawatt turbines) to 116.62 megawatts (approximately 68 GE 1.7 megawatt turbines), which is an decrease of 93.38 megawatts (approximately 56 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 decrease the size of the Project located within the District’s boundaries to 116.62 megawatts (approximately 68 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 14, 2016, and the provided notice on November 7, 2016, that it had no objection to this Amendment No. 1;

WHEREAS, on November 21, 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 decrease herein to 116.62 megawatts (approximately 68 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 Crosby 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.

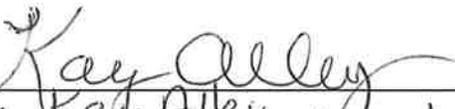
APPROVED AND EFFECTIVE as of the 21 day of November, 2016.

WAKE WIND ENERGY, LLC
A Delaware limited liability company

By: 
Name: NICK C. SEVENS
Title: Senior VP, Project Dev. & Construction

Date: 11/19/16

**CROSBYTON CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: 
Name: Kay Alley
Title: Board Vice President

Date: 11-21-16

ATTEST:

By: 
Name: Francisco J. Rodriguez
Title: Board Member

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.

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.

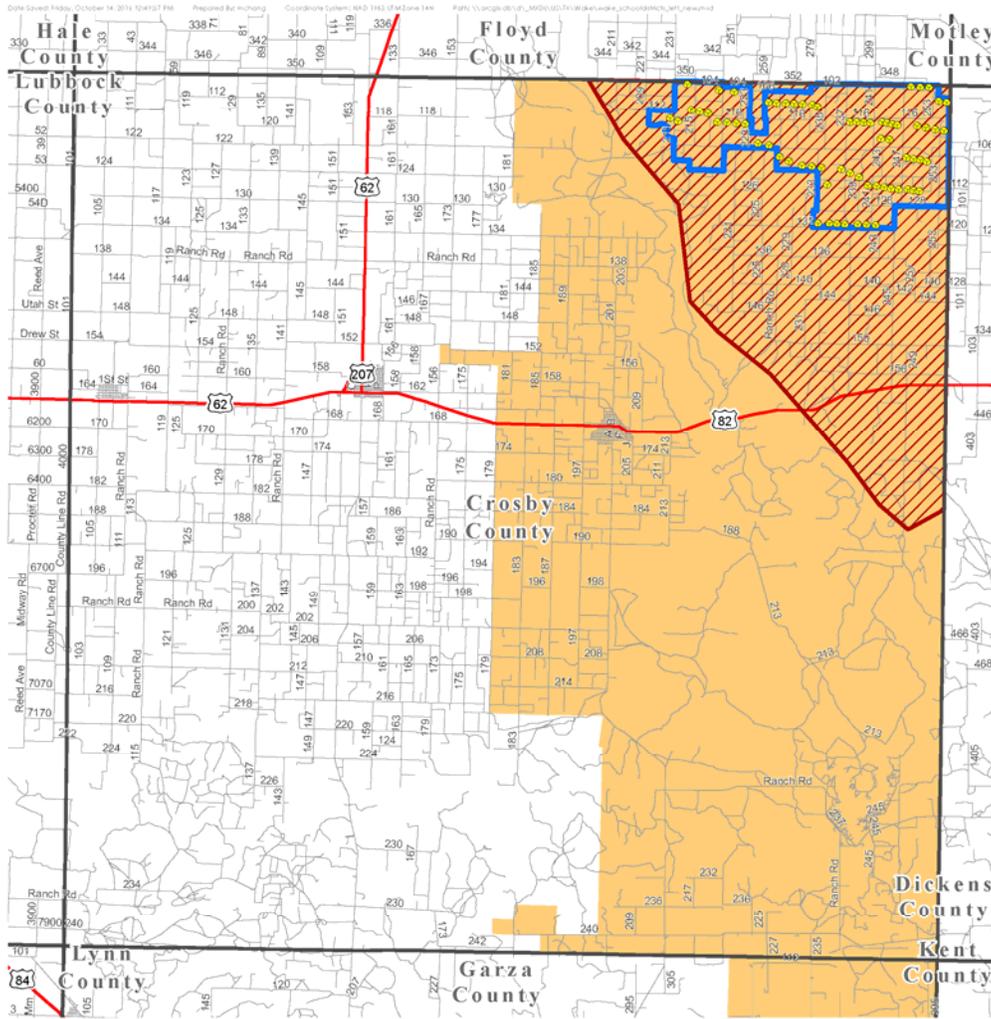
Agreement for Limitation on Appraised Value

Between Crosbyton Consolidated Independent School District and Wake Wind Energy, LLC

TEXAS COMPTROLLER APPLICATION NUMBER 308

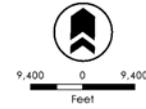
November 21, 2016

MAP OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY



Legend

- Turbine
- Primary US & State Highways
- Secondary State & County Roads
- 4WD
- ▨ Reinvestment Zone
- Wake Project Boundary
- County
- Crosbyton Consolidated Independent School District



Crosbyton CI School District and Turbine Layout Rev. 01
 Wake Wind Energy Center | Crosby and Floyd Counties, Texas October 14, 2016



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