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March 24, 2016

Ms. Desiree Caufield
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. 312 – Groom ISD – Grandview Wind Farm, LLC

Dear Ms. Caufield:

Enclosed please find a fully executed copy of Amendment No. 2 to the Limited Assessed Valuation Agreement 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 over a horizontal line.

Fred Stormer

FS/ph
Encl.
L4E0JT150DAOVP
cc: Dennis Stout, Development Manager

via email dennis.stout@eon.com

**AMENDMENT NO. 2 TO LIMITATION ON APPRAISED VALUE AGREEMENT
BETWEEN GROOM INDEPENDENT SCHOOL DISTRICT
AND GRANDVIEW WIND FARM, LLC
(Comptroller Application No. 312)**

This **AMENDMENT NO. 2 TO LIMITATION ON APPRAISED VALUE AGREEMENT FOR GROOM INDEPENDENT SCHOOL DISTRICT** (this “**Amendment No. 2**”), is entered into to be effective as of December 12, 2013, by and between **GRANDVIEW WIND FARM, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32051221722 (the “**Applicant**”), and Groom Independent School District (the “**District**”). The Applicant and the District may hereafter be referred to as, together, the “**Parties**” and each, a “**Party**.” Capitalized terms not defined herein have the meaning as defined in the Agreement (defined below).

WITNESSETH:

WHEREAS, on or about December 12, 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 Groom Independent School District dated December 12, 2013, by and between the District and the Applicant (the “**Agreement**”), covering qualified property within the Carson County Reinvestment Zone 9 created pursuant to Code §312.0025 by action of the County and as further described by the description and/or depiction of said Reinvestment Zone attached to the Agreement as Schedule 2.1 (the “**Reinvestment Zone 9**”). The Order creating Reinvestment Zone 9 is filed in the minutes of the Carson County Commissioners’ Court, and a true and correct copy of which was attached to the Applicant’s Application for the Agreement.

WHEREAS, on or about February 13, 2014, pursuant to Sections 2.3.2, 2.3.3, and 9.2 of the Agreement and §313.027(e) of the Texas Tax Code, after conducting a public hearing on the matter, and as evidenced by that certain Amendment No. 1 to Limitation on Appraised Value Agreement between Applicant and the District (“**Amendment No. 1**”), Applicant and the District amended the Agreement for the purpose of, among other things, (1) to add that certain Carson County Reinvestment Zone 10 created pursuant to Code §312.0025 by action of Carson County on or about December 9, 2013 (“**Reinvestment Zone 10**”) to Reinvestment Zone 10 described above to form the Reinvestment Zone for the Agreement (collectively, the “**Reinvestment Zone**”), as amended, and (2) to amend Schedule 2.1 (Description and Map of Reinvestment Zone and/or Enterprise Zone) and Schedule 2.3 (Description of Qualified Investment and/or Qualified Property) of the Agreement to include both Reinvestment Zone 9 and Reinvestment Zone 10 to be included in the Reinvestment Zones for purposes of the Agreement, and to amend, add, and clarify the location of the Qualified Investment and the Qualified Property within such Reinvestment Zones, to relocate the entire Grandview I Project within the boundaries of such Reinvestment Zone, all such amendments upon the terms and conditions set forth in said Amendment No. 1.

WHEREAS, Applicant has completed one hundred percent (100%) of the construction of the wind-powered electric generating facility consisting of an aggregate of 118 GE 1.7 megawatt turbines with a combined operating capacity of approximately 200.6 megawatts of which 113 GE 1.7 megawatt turbines with a combined operating capacity of approximately 192.1 megawatts are located entirely within both the District and the Reinvestment Zone (the “**Grandview I Project**”). An additional 5 GE 1.7 megawatt turbines with a combined operating capacity of approximately 8.5 megawatts were installed outside the District and are outside this Agreement and are not otherwise subject to a tax limitation agreement.

WHEREAS, the Office of the Texas Comptroller of Public Accounts (the “**Texas Comptroller**”) has requested that Schedule 2.3 (Description of Qualified Investment and/or Qualified Property), and specifically Exhibit A to Schedule 2.3 (Map of Qualified Property/Project Area), to the Agreement be amended to remove certain areas that overlap with other wind-powered electric generating facilities adjacent to the Grandview I Project and to conform the map to reflect only those portions of the Grandview I Project that are located within the District.

WHEREAS, pursuant to Sections 2.3.2, 2.3.3, and 9.2 of the Agreement and §313.027(e) of the Texas Tax Code, the District and the Applicant desire and have agreed to further amend the Agreement in order to locate the as-built wind turbines that have now been constructed within both the District and the Reinvestment Zone and constitute the Qualified Investment/Qualified Property within the boundaries of the District and subject to the Agreement.

WHEREAS, construction of the Grandview I Project is now complete, so the foregoing changes to the Grandview I Project and to the Schedules to the Agreement will not impact the timing of the construction and completion of the Grandview I Project.

WHEREAS, on March 22, 2016, after conducting a public hearing on the matter, the Board of Trustees made certain factual findings and 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 approved the form of this Amendment No. 2 and authorized the Board President and Secretary to execute and deliver such 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. Exhibits and Schedules. Schedule 2.3 (Description of Qualified Investment and/or Qualified Property), and specifically Exhibit A to Schedule 2.3 (Map of Qualified Property/Project Area), to the Agreement are hereby amended and replaced by the descriptions set forth in the attached Schedule 2.3 and Exhibit A to Schedule 2.3 attached to this Amendment No. 2.

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 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. Should there be any inconsistency between the terms of this Amendment No. 2 and the Agreement (as previously amended by Amendment No. 1), the terms of this Amendment No. 2 shall prevail. TA copy of this Amendment No. 2 shall be delivered to the Texas Comptroller and the Carson County Appraisal District, to be posted to the Texas Comptroller's internet website.

3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment No. 1 and 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.

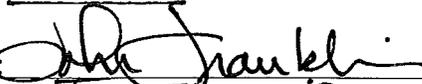
4. Counterparts. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

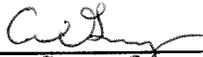
IN WITNESS WHEREOF, the authorized representatives of the parties hereto affix their signatures as of the date set forth below to be effective as of the date first above written.

GRANDVIEW WIND FARM, LLC,
A Delaware limited liability company
Texas Taxpayer ID No. 32051221722

By: 
Name: John Franklin
Title: Senior Vice President.

Date: March, 15, 2014

GROOM INDEPENDENT SCHOOL DISTRICT

By: 
Name: Cecil Gwyn
Title: Member

Date: 3-22-16

ATTEST:

By: 
Name: Cheryl
Title: Secretary

SCHEDULE 2.3
DESCRIPTION OF QUALIFIED INVESTMENT AND/OR QUALIFIED PROPERTY

The property for which the Applicant is requesting an appraised value limitation shall include, but is not limited to, all Qualified Property owned by the Applicant and located within the boundaries of both the School District and the Reinvestment Zone will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the Reinvestment Zone, except any such property that would otherwise be Qualified Property of the Applicant that is located on any such real property outside the boundaries of the School District, is included, specifically including the following:

Grandview Wind Farm, LLC constructed a wind-powered electric generating facility with an operating capacity of approximately 200.6 megawatts located entirely within Carson County, Texas, and located mostly within the Groom Independent School District (the “**Grandview I Project**”). The exact number of wind turbines (including without limitation the towers, nacelles, rotors, and reinforced concrete foundations) and the size of each turbine for the Grandview I Project actually installed are 113 GE 1.7 megawatt turbines on property within the Reinvestment Zone, as amended. The foregoing Qualified Investment/Qualified Property of the Project is located within the boundaries of Groom Independent School District.

The additional improvements for the Grandview I Project located in the District may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads.
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- wind turbine generator foundations, with anchor bolt embeds and template rings.
- Wind turbine obstruction lighting per FAA requirements.
- Telephone system.
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately 4.5 miles in length.
- Underground power cables frnm, and various cable accessories, with grounding.
- O&M building with offices and warehouse, with standard utilities.

- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.

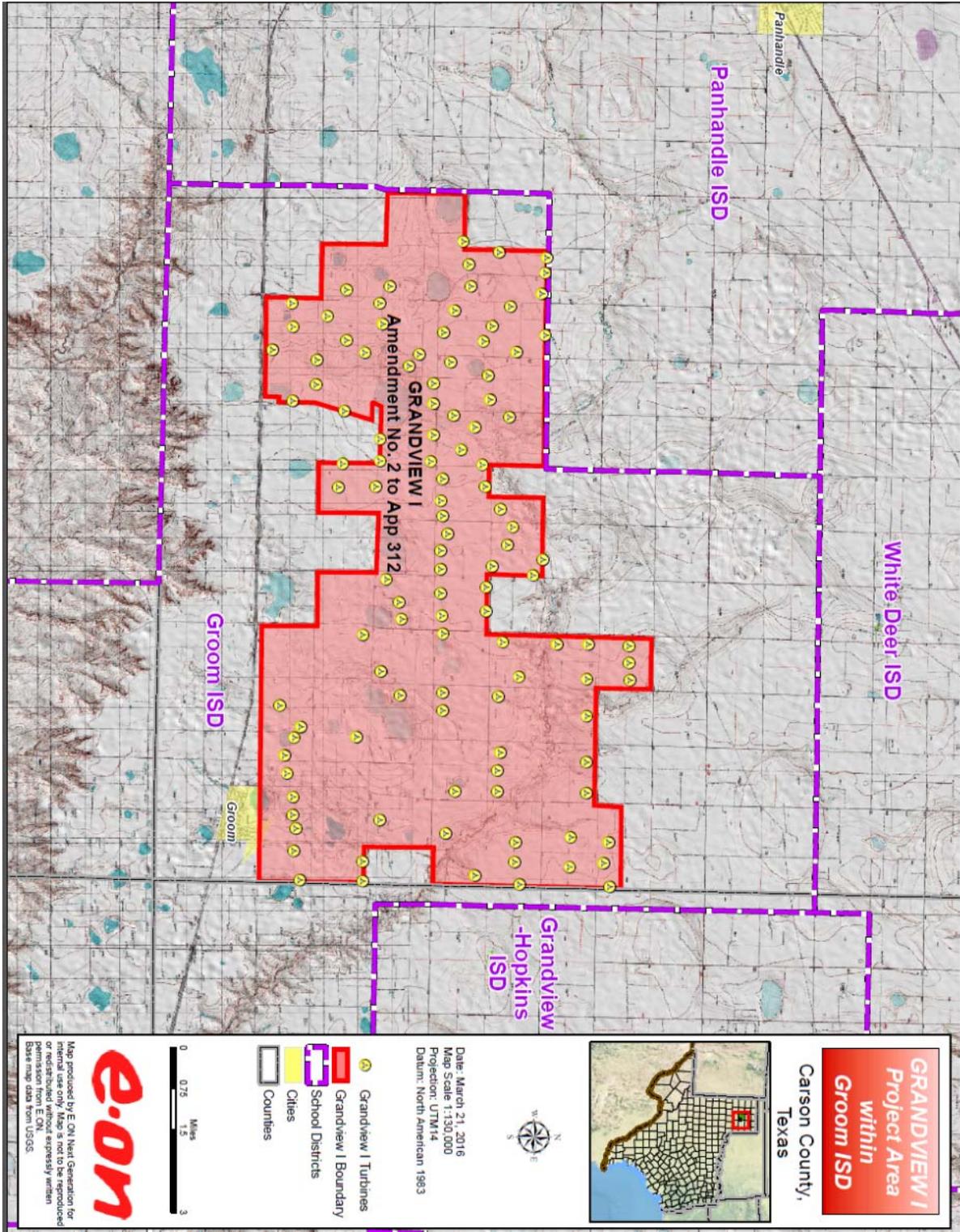
- Underground communication cables

All of the improvements that make up the Qualified Investment and/or Qualified Property for this Agreement are within the project area, which is completely within the Reinvestment Zone as shown in Schedule 2.1 and located entirely within the boundaries of the District.

None of the foregoing listed property is covered under an existing County Appraisal District account number.

All of the property for which the Applicant is seeking a limitation of appraised value will be owned by the Applicant or a valid assignee pursuant to this Agreement.

EXHIBIT A
to
SCHEDULE 2.3
MAP OF QUALIFIED PROPERTY/PROJECT AREA



Schedule 2.3 to Amendment No. 2 to Agreement for
Limitation of Appraised Value