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October 16, 2014

Mr. John Villarreal
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. 353 – Silverton ISD – Briscoe Wind Farm, LLC

Dear Mr. Villarreal:

Enclosed please find a fully executed copy of Amendment No. 1 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 that reads "Fred A. Stormer". The signature is fluid and cursive, with the first and last names being clearly legible.

Fred Stormer

FS/ph
Encl.
HW8R0YHQ0D13NI

**AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT
FOR SILVERTON INDEPENDENT SCHOOL DISTRICT**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT FOR SILVERTON INDEPENDENT SCHOOL DISTRICT** (this “**Amendment**”), is entered into to be effective as of October 14, 2014, by and between **BRISCOE WIND FARM, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32052241455 (the “**Applicant**”), and Silverton Independent School District (the “**District**”). The Applicant and the District may hereafter be referred to as, together, the “**Parties**” and each, a “**Party**”.

WITNESSETH:

WHEREAS, on or about June 12, 2014, 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 Silverton Independent School District dated June 12, 2014, by and between the District and the Applicant (the “**Agreement**” - TEXAS COMPTROLLER’S APPLICATION NO. 353), covering Qualified Property within the District.

WHEREAS, the Agreement provides that Applicant will construct a wind-powered electric generating facility with an operating capacity of approximately 200 megawatts using approximately 67 wind turbine generators with a 3.0 MW capacity (the “**Project**”); however, at the time of the Agreement, Applicant was continuing to pursue a turbine supply agreement.

WHEREAS, in furtherance of the development of the Project, Applicant has determined it necessary to adjust the size of the Project to 150 MWs, utilizing 81 wind turbine generators manufactured by General Electric. Applicant anticipates the Project to reach Commercial Operation in 2015 with an estimated Project value at \$239,760,000.

WHEREAS, pursuant to §313.027(e) of the Texas Tax Code, the District and the Applicant desire and have agreed to amend the Agreement and Exhibit 4 (Description and Location of Qualified Property) of the Agreement consistent with the change to the description, size and value of the Project.

WHEREAS, the District has been requested by the Comptroller to amend Section 6.2 of the Agreement and Applicant agrees to such amendment.

WHEREAS, on October 14, 2014, after due deliberation and input on this matter, the Board of Trustees made certain factual findings and determined that this 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 Amendment and authorized the trustees whose signature appears below to execute and deliver such Amendment to the Applicant.

Amendment No. 1

To Agreement for Limitation of Appraised Value
Between Silverton ISD and Briscoe Wind Farm, LLC (App No. 353)

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 are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. Exhibit 4. Exhibit 4 (Description and Location of Qualified Property) to the Agreement are hereby amended and replaced by the description set forth in the attached Exhibit 4 (Description and Location of Qualified Property) attached to this Amendment.

2. Section 6.2. Section 6.2(i) is deleted in its entirety and replaced by the following:

“be in an amount equal to the greater of One Hundred Dollars (\$100.00) per Student in Average Daily Attendance (ADA), as determined for that particular school year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or such other higher amount as permitted by applicable provisions of Texas Tax Code Sec. 313.027(i); and”

3. Effect. Except as modified and amended by the terms of this Amendment, all of the terms, conditions, provisions and covenants of the Agreement shall remain in full force and effect, and the Agreement and this Amendment shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment and the Agreement the terms of this Amendment shall prevail. A copy of this Amendment shall be delivered to the Texas Comptroller and the Briscoe County Appraisal District, to be posted to the Texas Comptroller’s internet website.

4. Binding on Successors and Assigns. The Agreement, as amended by this 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.

5. Counterparts. This 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 Parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

Amendment No. 1

To Agreement for Limitation of Appraised Value
Between Silverton ISD and Briscoe Wind Farm, LLC (App No. 353)

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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.

BRISCOE WIND FARM, LLC,
A Texas limited liability company
Texas Taxpayer ID No. 32052241455

By:  _____ Date: 10/14/14
Name: John Breckenridge Martin Hahn
Title: Managing Director Managing Director

SILVERTON INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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.

BRISCOE WIND FARM, LLC,
A Texas limited liability company
Texas Taxpayer ID No. 32052241455

By: _____
Name: _____
Title: _____

Date: _____

SILVERTON INDEPENDENT SCHOOL DISTRICT

By: Clint Hunt
Name: Clint Hunt
Title: Board President

Date: 10/14/2014

ATTEST:

By: Molly Forman
Name: Molly Forman
Title: Board Secretary

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Briscoe Wind Farm, LLC plans to construct a 150 MW wind farm in Briscoe County, utilizing 81 wind turbine generators manufactured by General Electric. Briscoe Wind Project is also constructing approximately 7 miles of generation transmission tie line that will connect to the Silverton Substation, a project substation, and an operations and maintenance building in Silverton ISD, all of which are specifically included as qualified property in this application. Briscoe Wind Farm, LLC anticipates the Project to reach commercial operation in 2015 with an estimated Project value at \$239,760,000.

This application covers all qualified property within Silverton ISD necessary for the commercial operations of the wind farm. Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, pad mounted transformers, underground collections systems, electrical substations, generation transmission tie lines, electrical interconnections, met towers, roads, operations and maintenance buildings, spare parts, and control systems necessary for commercial generation of electricity.

The exact placement of turbines is subject to ongoing planning, wind studies, engineering, and discussions with landowners and turbine manufacturers. The final location of turbines, transmission lines, and supporting structures will be determined before construction begins.

All of the improvements that make up the Qualified Investment and/or Qualified Property for this Agreement will be made within the project area, which is completely within the Reinvestment Zone 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.