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November 10, 2015

Ms. Jenny Hicks
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. 381-Friona ISD-Mariah del Norte LLC
(fka Mariah Dos, LLC fka Mariah North West, LLC)

Dear Ms. Hicks:

Enclosed please find a hard copy of a fully executed copy of an Amendment No. 2 to the Limited Assessed Valuation Agreement between the above-noted parties, along with an Amendment to the District's Findings of Fact. A CD containing these documents is also enclosed.

Please feel free to contact us if you require anything further.

Sincerely,

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

Fred Stormer

FS/ph
Encl.
J8J35U7P0D766O

UNDERWOOD LAW FIRM, P.C.

AMARILLO

FORT WORTH

HEREFORD

LUBBOCK

PAMPA

PLANO

TAHLEQUAH, OK

AMENDMENT TO RESOLUTION AND FINDINGS OF FACT
REGARDING JOB WAIVER FOR AMENDMENT NO. 2 TO
LIMITATION ON APPRAISED VALUE AGREEMENT
BETWEEN FRIONA INDEPENDENT SCHOOL DISTRICT
AND MARIAH DEL NORTE, LLC
APPLICATION NO. 381

This Amendment to Resolution and Findings of Fact Regarding Job Waiver for Limitation on Appraised Value Agreement (“Amendment”) is executed and delivered by **FRIONA INDEPENDENT SCHOOL DISTRICT** (the “District”), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE (“TEC”), and relates to the Resolution and Findings of Fact in support of the Limitation on Appraised Value Agreement between the District and Mariah North West, LLC, dated on or about June 30, 2014, which was subsequently assigned to **MARIAH DEL NORTE LLC**, a Delaware registered limited liability company, Texas Taxpayer Identification Number 32055260817, as the current assignee (“Agreement”). On or about June 30, 2014 and in conjunction with and in support of the Agreement, the District adopted the Resolution and Findings of Fact supporting the District entering into the Agreement (“Findings”). Undefined capitalized terms herein shall have the meaning given to them in the Findings and the Agreement, as applicable.

WHEREAS, the Agreement was initially between the District and Mariah North West, LLC; however, the District later consented to the assignment of the Agreement from Mariah North West, LLC to Mariah Dos LLC in the First Amendment to the Agreement dated on or about October 13, 2014. After assignment to Mariah Dos LLC and on or about November 21, 2014, Mariah Dos LLC changed its name to Mariah del Norte LLC (“Applicant”);

WHEREAS, Applicant has requested that the Project be reduced in size as set forth in this Amendment No. 2 to the Agreement by (i) reducing wind-powered electric generating facility from the original 368 megawatts of operating capacity to 230 megawatts of operating capacity, which is a reduction of 138 megawatts, and (ii) completely removing the 160 megawatts of solar energy generation and has submitted an Amended Application on or about October 9, 2015 (“Amended Application”). Due to the reduction in the size of the project, Applicant has further requested a proportionate reduction in the number of qualifying jobs with such qualifying jobs being reduced from ten (10) qualifying jobs to seven (7) qualifying jobs and has submitted a Chapter 313 Job Waiver Request letter dated September 23, 2015 from Cummings Westlake LLC, which is attached hereto as Attachment J and which was attached to the Amended Application as Attachment 13;

WHEREAS, the Parties have notified the Comptroller of the Amended Application and the request for this Amendment on October 11, 2015, and the Comptroller has not tendered any objection to the request or the Amended Application and deemed the proposed amendments as acceptable on October 15, 2015;

WHEREAS, on November 9, 2015, the Board of Trustees 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 has hereby approved the form of this Amendment, and authorizes the District's representative, whose signature appears below, to execute and deliver this Amendment to the Findings.

NOW, THEREFORE, the District hereby amends the Findings as follows:

1. **Amendment to References to the Number of Qualifying Jobs in Findings.**

- a. All references in the Findings to ten (10) qualifying jobs is hereby modified and replaced with seven (7) qualifying jobs. To the extent that the Agreement references either the Findings and/or the number of qualifying jobs relating to the Project, the Findings are hereby deemed amended consistent with the modification herein to seven (7) qualifying jobs.
- b. Board Finding Number 22 is hereby added as follows:

The new qualifying jobs creation requirement under § 313.051(b) exceeds the industry standard for the number of employees reasonably necessary for the operation of the Applicant's facility described in the Application, and Applicant qualifies for a waiver of the new jobs requirement pursuant to § 313.025(f-1).

In support of this Finding, Applicant submitted information in Attachment 13 to the Amended Application regarding the industry standard for the number of jobs for a project with qualified property of this size and type. Attachment 13 provides that for a project of the size and type described in the Amendment No. 2, the project will require less than ten (10) permanent jobs. According to the Applicant, the industry standard requires approximately seven (7) full time positions for a 230 megawatt project, which is less than the requirements of §313.051(b). A copy of Attachment 13 submitted with the Amended Application is attached hereto as Attachment J.

- c. The following Order is added as the penultimate Order:

IT IS FURTHER ORDERED that the new jobs requirement pursuant to § 313.051(b) is hereby WAIVED.

2. **Effect.** Except as modified and amended by the terms of this Amendment, all of the other Findings shall remain in full force and effect, and the Findings 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 Findings; the terms of this Amendment shall prevail. A copy of this Amendment shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website.

3. **Binding on Successors and Assigns.** The Agreement, as amended, and the Findings, 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.

IN WITNESS HEREOF, the District has caused this Amendment to be executed and delivered by its duly authorized representative as of the Effective Date.

APPROVED AND EFFECTIVE as of the 9th day of November, 2015.

FRIONA INDEPENDENT SCHOOL DISTRICT

BY: Jose montana

NAME: [Signature]
TITLE: V.P.

DISTRICT ATTEST:

BY: Jason Rector

NAME: [Signature]
TITLE: member

ATTACHMENT J

CUMMINGS WESTLAKE LLC

12837 Louetta Road, Suite 201 Cypress, Texas 77429-5611 713-266-4456 Fax: 713-266-2333

September 23, 2015

Mr. Kenny Austin, Superintendent
Friona Independent School District
909 East 11th Ave.
Friona, TX 79035

Re: Chapter 313 Job Waiver Request

Dear Mr. Austin,

Mariah Del Norte, LLC requests that the Friona Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the tax code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Mariah Del Norte, LLC requests that the Friona Independent School District makes such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Mariah Del Norte, LLC has committed to create seven total jobs for the project. Wind projects create a large number of full and part-time, but temporary, jobs during the construction phase of the project, but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may vary depending on the operations and maintenance requirements of the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition to the onsite employees, there may be managers or technicians who support the project from offsite locations.

Sincerely,



Brandon Westlake

AMENDMENT NO. 2 TO LIMITATION ON APPRAISED VALUE AGREEMENT
FRIONA INDEPENDENT SCHOOL DISTRICT AND MARIAH DEL NORTE, LLC
APPLICATION NO. 381

THIS AMENDMENT NO. 2 TO LIMITATION ON APPRAISED VALUE AGREEMENT, (“Amendment No. 2”) is executed and delivered by and between **FRIONA INDEPENDENT SCHOOL DISTRICT** (the “District”), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE (“TEC”), and **MARIAH DEL NORTE LLC**, a Delaware registered limited liability company, Texas Taxpayer Identification Number 32055260817, as the current assignee, and relates to the Limitation on Appraised Value Agreement between the District and Mariah North West, LLC dated on or about June 30, 2014 (“Agreement”). Undefined capitalized terms herein shall have the meaning given to them in the Agreement.

WHEREAS, the Agreement was initially between the District and Mariah North West, LLC; however, the District later consented to the assignment of the Agreement from Mariah North West, LLC to Mariah Dos LLC in the First Amendment to the Agreement dated on or about October 13, 2014. After assignment to Mariah Dos LLC and on or about November 21, 2014, Mariah Dos LLC changed its name to Mariah del Norte LLC (“Applicant”);

WHEREAS, pursuant to Section 11.2 of the Agreement, Applicant has provided notice to the District of its request to reduce the size of the project by (i) reducing wind-powered electric generating facility from the original 368 megawatts of operating capacity to 230 megawatts of operating capacity, which is a reduction of 138 megawatts, and (ii) completely removing the 160 megawatts of solar energy generation;

WHEREAS, the Parties have notified the Comptroller of this Amendment No. 2 on October 11, 2015, and the Comptroller has approved the form of this Amendment No. 2.

WHEREAS, on November 9, 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 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 has hereby approved the form of this Amendment No. 2 and authorized the District’s representative, whose signature appears below, to execute and deliver such Amendment No. 2 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 are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. **Amendment.** EXHIBIT 4 of the Agreement shall be deleted and replaced with the EXHIBIT 4 attached hereto as Attachment 1.

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; the terms of this Amendment No. 2 shall prevail. A copy of this Amendment No. 2 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website.

3. **Binding on Successors and Assigns.** The Agreement, as amended by 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 HEREOF, the Parties have caused this Amendment No. 2 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 9th day of November, 2015.

MARIAH DEL NORTE LLC,
a Delaware limited liability company

By: Mariah Acquisition LLC,
Sole Member and Manager

By: 
Michael Rucker, Manager

FRIONA INDEPENDENT SCHOOL DISTRICT

BY: Jose Montana

NAME: 
TITLE: V.P.

DISTRICT ATTEST:

BY: Jasod Rector

NAME: 
TITLE: Member

ATTACHMENT 1

EXHIBIT 4

DESCRIPTION OF QUALIFIED INVESTMENT AND/OR QUALIFIED PROPERTY

The Mariah del Norte LLC project will establish a 230 MW nameplate capacity wind farm located within Parmer County Reinvestment Zone #1. This is a nameplate capacity reduction of 138 MW from the originally applied for 368 MW. Additionally, a solar energy project with a nameplate capacity of 160MW was originally applied for and has now been removed from the project scope and will no longer be built. The estimated qualified investment for this project is **\$310 million dollars**.

The Mariah del Norte LLC project may procure the following tangible property:

- Wind turbines (rotor blades, nacelles, gearboxes, generators, power cables, towers)
- Transformers
- Brake systems
- Lighting

Additional infrastructure to support this property will include:

- Roads and crane pads
- Underground collection systems for cable
- Concrete and gravel foundations
- Substations
- Transmission Lines
- Operations and Maintenance Building