

FIRST AMENDMENT TO LIMITATION ON APPRAISED VALUE AGREEMENT
FRIONA INDEPENDENT SCHOOL DISTRICT AND MARIAH NORTH WEST, LLC
APPLICATION NO. 381

THIS FIRST AMENDMENT TO LIMITATION ON APPRAISED VALUE AGREEMENT, ("Amendment") 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"), MARIAH NORTH WEST, LLC, a Texas limited liability company, Texas Taxpayer Identification Number 32041670004 ("Assignor") and MARIAH DOS LLC, a Delaware registered limited liability company, Texas Taxpayer Identification Number 32055260817 ("Assignee"), and relates to the Limitation on Appraised Value Agreement between the District and Assignor dated on or about June 30, 2014 ("Agreement"). Undefined capitalized terms herein shall have the meaning given to them in the Agreement.

WHEREAS, Assignor has provided notice to the District of its request to assign the Agreement to Assignee;

WHEREAS, Assignor and Assignee request that the District consent to such assignment:

WHEREAS, the District is willing to consent to such assignment provided that the assignment is subject to Assignor and Assignee meeting certain requirements set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the parties and other good and valuable considerations, and in compliance with Section 11.2 of the Agreement, the undersigned agree as follows:

1. **Consent.** The District hereby consents to the assignment of the Agreement from Assignor to Assignee provided that:
 - a. Assignor assigns, transfers, and conveys to Assignee all of its right, title, and interest under the Agreement.
 - b. Assignee accepts the assignment from Assignor and assumes all obligations of Assignor under the Agreement.
2. **Representation.** Assignor and Assignee represent that they have met the foregoing requirements in 1.a. and 1.b. above as a part of the assignment of the Agreement.
3. **Notice.** The notice information for Applicant in Section 11.1.C. of the Agreement is hereby deleted and replaced with the following:

Mariah Dos LLC
Attn: Monty Humble
100 Congress Avenue, Suite 2000
Austin, Texas 78701
Phone #: (303) 270-9850
Email: mhumble@brightmanenergy.com

4. **Effect.** Except as modified and amended by the terms of this Amendment, 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 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 to be posted to the Texas Comptroller's internet website.

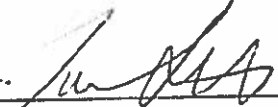
5. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

6. **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 HEREOF, the Parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 13th day of October, 2014.


MARIAH NORTH WEST, LLC (Assignor)

BY: 
NAME: James Scott
TITLE: CEO


FRIONA INDEPENDENT SCHOOL DISTRICT

BY: 
NAME: Betty Riethe
TITLE: Secretary

MARIAH DOS, LLC (Assignee)

BY: 
NAME: JOEL SERRACE
TITLE: MANAGER

DISTRICT ATTEST:

BY: 
NAME: Wade Schueler
TITLE: member