

UNDERWOOD

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November 15, 2017

Ms. Stephanie Jones
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. 386–Clarendon ISD-Salt Fork Wind, LLC

Dear Stephanie:

Enclosed please find a hard copy of the fully executed Amendment No. 2 to the Limitation on Appraised Value 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,



Fred Stormer

FS/ph
Encl.
LZ2UWL1S0DCMXE

**AMENDMENT NO. 2
TO LIMITATION ON APPRAISED VALUE AGREEMENT
CLARENDON INDEPENDENT SCHOOL DISTRICT AND SALT FORK WIND, LLC
(Comptroller Application No. 386)**

This **AMENDMENT NO. 2 TO LIMITATION ON APPRAISED VALUE AGREEMENT**, (“**Amendment No. 2**”) is entered into by and between **CLARENDON 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, and **Salt Fork Wind LLC**, a Delaware registered limited liability company, Texas Taxpayer Identification Number 32035855454 (“**Applicant**”), and relates to the Limitation on Appraised Value Agreement between the District and Applicant dated on or about June 16, 2014, as previously amended by Amendment No. 1 dated on or about November 14, 2016 (“**Agreement**”). 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.

WITNESSETH:

WHEREAS, Applicant has provided notice to the District that Section 9.2.C. of the Agreement recites that the Applicant is required to file a Job Creation Report, Form 50-825 with the Comptroller, however, such report is not required to be filed with the Comptroller for certain three (3) digit applications, including this particular Agreement;

WHEREAS, the Parties desire to delete Section 9.2.C. from the Agreement; and

WHEREAS, on November 13, 2017, 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 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. **Section 9.2.C.** Section 9.2.C. of the Agreement is hereby deleted in its entirety.
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 13th day of November, 2017.

SALT FORK WIND, LLC,
a Delaware limited liability company

BY: _____

Name: John L. Pemberton
Title: Senior Vice President, Chief
Admin. Officer & General Counsel

**CLARENDON INDEPENDENT SCHOOL
DISTRICT**

BY: _____

NAME: Wayne Hardin
TITLE: Board President

DISTRICT ATTEST:

BY: _____

NAME: Robin Ellis
TITLE: Board Secretary