



FRED STORMER
Phone: 806.379.0306
Fax: 806.379.0316
www.uwlaw.com
Fred.Stormer@uwlaw.com

ADDRESS:
500 S. Taylor Street
Suite 1200, LB 233
Amarillo, TX 79101-2446
MAILING ADDRESS:
P.O. Box 9158
Amarillo, TX 79105-9158

August 17, 2016

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. 1072 –Tulia ISD-WildRoseWind LLC

Dear Ms. Jones:

Enclosed please find a hard copy of the fully executed Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes 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", with a long horizontal flourish extending to the right.

Fred Stormer

FS/ph
Encl.
KGYMJYEK0DFIKS

**AMENDMENT NO. 1
TO LIMITATION ON APPRAISED VALUE AGREEMENT
FOR PROPERTY SUBJECT TO SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES BETWEEN
TULIA INDEPENDENT SCHOOL DISTRICT AND WILDROSEWIND LLC
(Comptroller Application No. 1072)**

This **AMENDMENT NO. 1 TO LIMITATION ON APPRAISED VALUE AGREEMENT** (this “**Amendment No. 1**”) is entered into by and between **WILDROSEWIND LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32033411334 (the “**Applicant**”), and **TULIA INDEPENDENT SCHOOL DISTRICT** (the “**District**”). 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 (as defined below).

WITNESSETH:

WHEREAS, on or about January 21, 2016, pursuant to Chapter 313 of the Texas Tax Code (the “**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 Tulia Independent School District dated January 21, 2016, by and between the District and the Applicant (the “**Agreement**”);

WHEREAS, Section 2.3.C.2 of the Agreement contains a typographical error such that the Qualifying Time Period ends on December 31, 2017, when in fact, the Qualifying Time Period should end on December 31, 2018, and pursuant to Section 10.2 of the Agreement, the Parties desire and have agreed to correct the typographical error referenced above by amending Section 2.3.C.2 of the Agreement to reflect the correct end date of the Qualifying Time Period;

WHEREAS, in accordance with Section 2.3.D.1 of the Agreement, the Tax Limitation Period is set to begin on January 1, 2017;

WHEREAS, due to a delay in the Applicant’s operations, the Applicant has requested that the start date of the Tax Limitation Period be postponed until January 1, 2018, and pursuant to Section 10.2 of the Agreement, the Parties desire and have agreed to postpone the start date of the Tax Limitation Period until January 1, 2018, and to amend Sections 2.3.D and 2.3.E and **EXHIBIT 4** of the Agreement to reflect this change;

WHEREAS, the Parties notified the Comptroller of the Amended Application and the request for this Amendment No. 1 on July 6, 2016, and the Comptroller issued its notice of completeness letter on July 20, 2016, issued its amended certification of the Amended Application on July 20, 2016, and approved the form of this Amendment No. 1 on July 21, 2016; and

WHEREAS, on August 16, 2016, 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. 1 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. 1 and authorized the District's representative, whose signature appears below, to execute and deliver such Amendment No. 1 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. **Amendment.**

- a. Section 2.3.C.2. Section 2.3.C.2 of the Agreement is amended to reflect that the Qualifying Time Period of the Agreement ends on December 31, 2018.
- b. Section 2.3.D. Section 2.3.D of the Agreement is deleted in its entirety and replaced with the following:
 - D. The Tax Limitation Period for this Agreement:
 1. Starts on January 1, 2018; and,
 2. Ends on December 31, 2027.
- c. Section 2.3.E. Section 2.3.E of the Agreement is amended to reflect that the Final Termination Date for the Agreement is December 31, 2032.
- d. Exhibit 4. **EXHIBIT 4** to the Agreement is deleted in its entirety and replaced with the attached **EXHIBIT 4**.

2. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, 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. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement, the terms of this Amendment No. 1 shall prevail. A copy of this Amendment No. 1 shall be delivered to the Swisher County Appraisal District and to the Texas Comptroller to be posted on the Texas Comptroller's internet website.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 1, 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. 1 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. 1 to be executed and delivered by their duly authorized representatives as of the Effective Date.

APPROVED AND EFFECTIVE as of the 16th day of August, 2016.

WILDROSEWIND LLC

By: Henriette Boom
Name: HENRIETTE A. BOOM
Title: PRESIDENT

TULIA INDEPENDENT SCHOOL DISTRICT

By: Eddie Wannach
Name: Eddie Wannach
Title: President

ATTEST:

By: Steven R. Pond
Name: STEVEN R. POND
Title: SEC.

EXHIBIT 4

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Year	1	January 1, 2016	2016-17	2016	Limitation Pre-Year
	2	January 1, 2017	2017-18	2017	Limitation Pre-Year
Limitation Period (10 Years)	3	January 1, 2018	2018-19	2018	\$20 million appraisal limitation
	4	January 1, 2019	2019-20	2019	\$20 million appraisal limitation
	5	January 1, 2020	2020-21	2020	\$20 million appraisal limitation
	6	January 1, 2021	2021-22	2021	\$20 million appraisal limitation
	7	January 1, 2022	2022-23	2022	\$20 million appraisal limitation
	8	January 1, 2023	2023-24	2023	\$20 million appraisal limitation
	9	January 1, 2024	2024-25	2024	\$20 million appraisal limitation
	10	January 1, 2025	2025-26	2025	\$20 million appraisal limitation
	11	January 1, 2026	2026-27	2026	\$20 million appraisal limitation
	12	January 1, 2027	2027-28	2027	\$20 million appraisal limitation
Maintain a Viable Presence (5 Years)	13	January 1, 2028	2028-29	2028	No appraisal limitation; must maintain a viable presence
	14	January 1, 2029	2029-30	2029	No appraisal limitation; must maintain a viable presence
	15	January 1, 2030	2030-31	2030	No appraisal limitation; must maintain a viable presence
	16	January 1, 2031	2031-32	2031	No appraisal limitation; must maintain a viable presence
	17	January 1, 2032	2032-33	2032	No appraisal limitation; must maintain a viable presence

Agreement for Limitation on Appraised Value
 Between Tulia ISD and WildRoseWind LLC
 (App No. 1072), August 16, 2016

Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)