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July 24, 2015

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. 1023 – Tulia ISD – TX Nazareth Solar, LLC

Dear Ms. Jones:

Enclosed please find a fully executed copy of an Amendment No. 1 to the Agreement for Limitation on Appraised Value of Property 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.
JIF995PC0D3KM6

AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES BETWEEN TULIA
INDEPENDENT SCHOOL DISTRICT AND TX NAZARETH SOLAR, LLC
(Comptroller Application No. 1023)

This **AMENDMENT NO. 1 TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this “**Amendment No. 1**”) is entered into by and between **TX NAZARETH SOLAR, LLC**, a Delaware limited liability company, Texas Taxpayer Identification Number 32053632850 (the “**Applicant**”), and **TULIA INDEPENDENT SCHOOL DISTRICT** (“**Tulia ISD**” or the “**District**”). The Applicant and the District may hereafter be referred 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 December 18, 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 Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated December 18, 2014, by and between the District and the Applicant (the “**Agreement**”).

WHEREAS, the Applicant has requested to increase the size of the Project from 100 megawatts up to 200 megawatts.

WHEREAS, pursuant to Section 10.2 of the Agreement, the District and the Applicant desire and have agreed to amend **EXHIBIT 3** (Description and Location of the Applicant’s Qualified Investment) of the Agreement to increase the size of the Project to a solar power facility capable of generating up to 200 megawatts of electricity.

WHEREAS, the Parties have notified the Comptroller of this Amendment No. 1 on July 23, 2015, and the Comptroller has approved the form of this Amendment No. 1 by issuing a revised certificate.

WHEREAS, all the Qualified Property to be added by this Amendment and described in **EXHIBIT 3** shall be eligible property as defined by Texas Tax Code §313.024.

WHEREAS, on July 23, 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. 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 Texas Tax Code, and 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 are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree to amend the Agreement as follows:

1. Amendment. **EXHIBIT 3** (Description and Location of the Qualified Property) to the Agreement shall be deleted and replaced with the **EXHIBIT 3** attached hereto as Attachment 1.

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 shall remain in full force and effect, and the duties and obligations of Applicant recited herein shall serve as the minimum eligibility requirement for receiving a limited appraised value on school district maintenance and operation taxes. 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 Texas Comptroller and the Swisher County Appraisal District, to be posted on the Texas Comptroller's internet website.

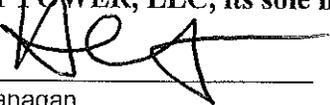
3. Binding on Successors and Assigns. The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

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.

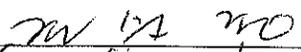
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives as of July 23, 2015.

SIGNATURE PAGE FOLLOWS

TX NAZARETH SOLAR, LLC
Texas Taxpayer ID No. 32053632850
By: MONUMENT POWER, LLC, its sole member

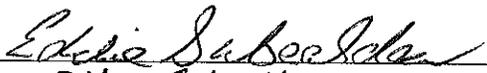
By: 
Name: Declan Flanagan
Title: Authorized Agent

Date: July 17, 2015

By: 
Name: Soon Chong Kwon
Title: Authorized Agent

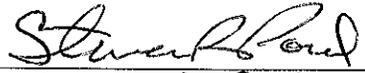
Date: 7/16/15

TULIA INDEPENDENT SCHOOL DISTRICT

By: 
Name: Eddie Subealdea
Title: Vice President

Date: 7-23-15

ATTEST:

By: 
Name: Steven R. Pond
Title: Secretary

ATTACHMENT 1

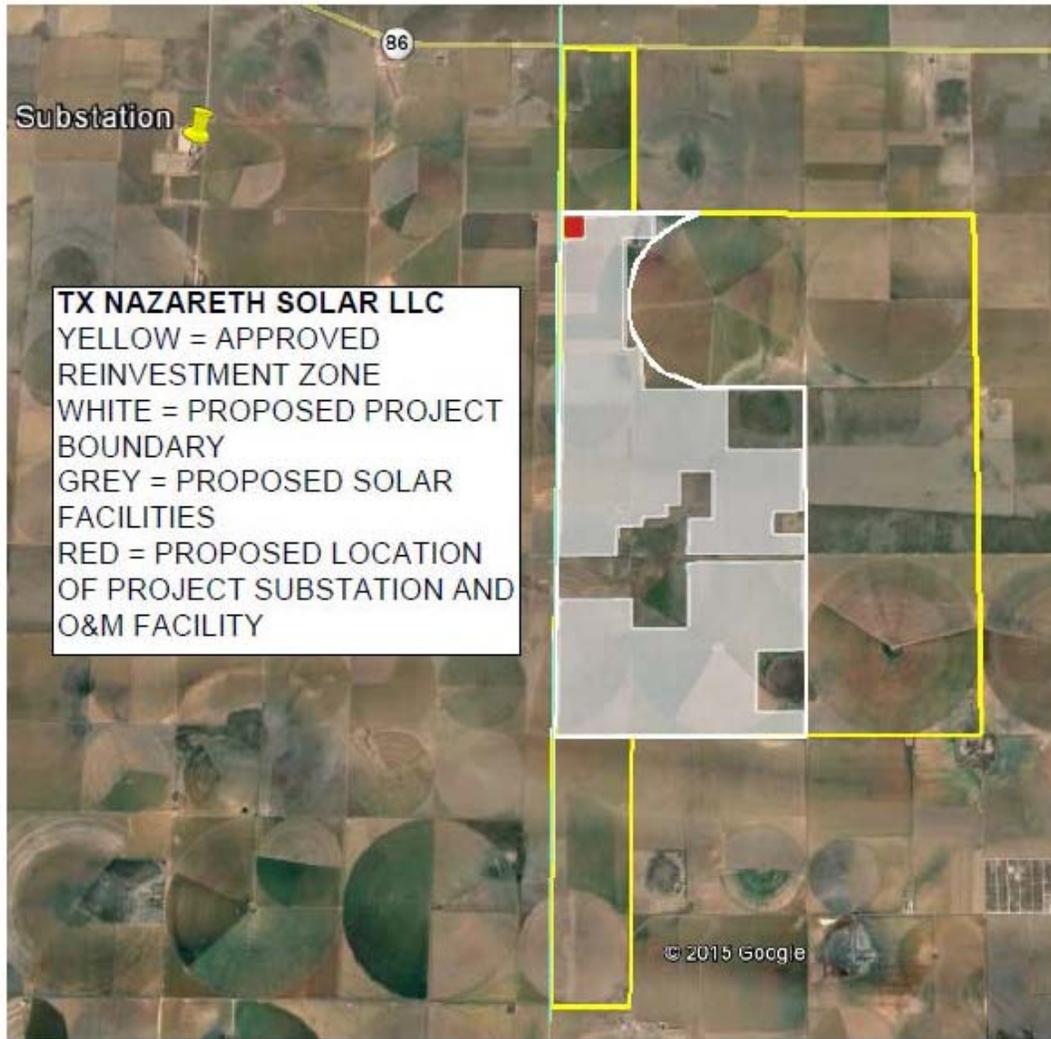
EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

TX Nazareth Solar, LLC anticipates constructing a solar photovoltaic electric generating facility with an operating capacity of up to 200 MW. The exact capacity and specific technology components will be determined during the development and design process. The facility may include the following improvements:

- Solar modules/panels
- Metal mounting system with tracking capabilities
- Underground conduit, communication cables, and electric collection system wiring
- Combiner boxes
- A project substation including breakers, a transformer, and meters
- Overhead transmission lines
- Inverter boxes on concrete pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone and internet communication system
- Access and service roads
- Meteorological equipment to measure solar irradiation and weather conditions

Project Map



Agreement for Limitation on Appraised Value
Between Tulia ISD and TX Nazareth Solar, LLC
(App No. 1023), July 23, 2015

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