

**AMENDMENT NO. 1
TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES
BETWEEN PAWNEE INDEPENDENT SCHOOL DISTRICT AND HELENA WIND,
LLC**

(Comptroller Application No. 1462)

This **AMENDMENT NO. 1 TO THE 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 **PAWNEE 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 **HELENA WIND, LLC**, a Delaware limited liability company duly qualified to do business in the State of Texas, Texas Taxpayer Identification Number 32066921225 (“**Applicant**”). 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).

WHEREAS, on or about July 14, 2020, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings (the “**Findings of Fact**”), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated July 14, 2021, by and between the District and Applicant (the “**Agreement**”);

WHEREAS, on July 16, 2021, pursuant to Section 10.2 of the Agreement, the Applicant requested to amend the Agreement by moving the start of the Tax Limitation Period to January 1, 2023; by changing the Authorized Company Representative; by adding additional eligible Qualified Property that has been identified in updated maps; and by updating the employment information for the Project;

WHEREAS, the Parties notified the Texas Comptroller of Public Accounts (the “**Comptroller**”) of the Amended Application and the request for this **AMENDMENT NO. 1**, and the Comptroller issued its notice of completeness and issued its amended certification of the Amended Application on October 7th, 2021, and approved the form of this **AMENDMENT NO. 1** on October 7th, 2021; and

WHEREAS, on December 7, 2021, 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 hereby approves this **AMENDMENT NO. 1** and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement to the Applicant.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

- A. Section 10.1C of the Agreement is amended to show the Company Representative has changed:

Name: Jennifer Goodwillie
Title: Senior Vice President - Development
Organization: Orsted Onshore North America, LLC
Street Address: 401 N. Michigan Ave., STE 501
City, State, Zip Code: Chicago, IL 60611
Phone: (512) 626-3417
Email: jegoo@orsted.com

- B. Section 2.3D of the agreement is modified with the following limitation change:
The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2023, the first complete tax year that begins after the end of Qualifying Time Period;
- ii. Ends on December 31, 2032

- C. Section 2.3E of the agreement is modified with the following change:

- i. The Final Termination Date for this Agreement is December 31, 2037

- D. Section 6.1. Supplemental Payments

School Year	Tax Year	Payment Date	Supplemental Payment
2020-2021	2020	January 31, 2021	\$50,000
2021-2022	2021	January 31, 2022	\$50,000
2022-2023	2022	January 31, 2023	\$50,000
2023-2024	2023	January 31, 2024	\$50,000
2024-2025	2024	January 31, 2025	\$50,000
2025-2026	2025	January 31, 2026	\$50,000
2026-2027	2026	January 31, 2027	\$50,000
2027-2028	2027	January 31, 2028	\$50,000
2028-2029	2028	January 31, 2029	\$50,000
2029-2030	2029	January 31, 2030	\$50,000
2030-2031	2030	January 31, 2031	\$50,000

2031-2032	2031	January 31, 2032	\$50,000
2032-2033	2032	January 31, 2033	\$50,000
2033-2034	2033	January 31, 2034	\$50,000
2034-2035	2034	January 31, 2035	\$50,000
2035-2036	2035	December 31, 2035	\$50,000

E. Exhibits 3 and 4 of the Agreement are hereby amended, restated, and replaced in their entirety, respectively, with the Exhibits 3 and 4 attached to this Amendment No. 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 Findings of Fact and 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 and the Findings of Fact 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 or this AMENDMENT NO. 1 and the Findings of Fact;

the terms of this AMENDMENT NO. 1 shall prevail. A copy of this AMENDMENT NO. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this AMENDMENT NO. 1 shall be recorded with the official Minutes of the meeting at which it has been approved on December 7th, 2021.

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. This Amendment represents the entire understanding the Parties as to those matters contained in this Amendment, and supersedes any prior oral or written understanding, promises or representatives with respect to those matters covered in this Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

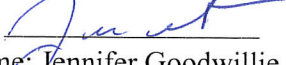
4. **Counterparts.** This AMENDMENT NO. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and Applicant have caused this AMENDMENT NO. 1 to be executed and delivered by their duly authorized representatives on this 7th day of December 2021.

HELENA WIND, LLC

By its sole member Orsted Onshore
Devco, LLC

By its sole member Orsted Onshore North
America, LLC

By: 
Name: Jennifer Goodwillie
Title: Senior Vice President -
Development

PAWNEE

INDEPENDENT SCHOOL DISTRICT

By: _____
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: _____
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES

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PRESIDENT, BOARD OF TRUSTEES

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Name: Jennifer Goodwillie
Title: Senior Vice President -
Development

ATTEST:

By: 
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: _____
VICE PRESIDENT, BOARD OF TRUSTEES

EXHIBIT 3

Applicants Qualified Investment

Applicant's Qualified Investment shall be all tangible personal property first placed in service after July 14, 2020, that is owned by the Applicant, as more fully described in Tab #7 of the Application and located within the boundaries of the Pawnee Independent School District and the *Helena Reinvestment Zone No. 1* depicted by the map attached to **EXHIBIT 4**.

Helena Wind, LLC plans to construct a 268.2 MW wind farm consisting of 66 turbines in Bee county within the boundaries of Pawnee ISD. This application covers all qualified property in the reinvestment zone and project boundary within Pawnee ISD necessary for commercial operations.

The Applicant is requesting an appraised value limitation on all the qualified investment and the qualified property constructed or placed upon the real property within Pawnee ISD. For purposes of this application, the Project anticipates using Vestas V150 4.2 MW turbines and Vestas V136 3.6MW turbines. The qualified investment in Pawnee ISD is expected to include fifty-one (51) Vestas V150 4.2 MW wind turbine generators and fifteen (15) Vestas V136 3.6 MW wind turbine generators, both including towers, nacelles, rotors, reinforced concrete foundations, and pads. Improvements in Pawnee ISD will also include underground and overhead electric collection cables, met towers, and control systems as necessary for the commercial generation of electricity. The map in Tab 11 shows the turbine locations.

In addition to the wind turbines, the project will also include the following qualified investment in Pawnee ISD:

- Access roads to the turbines
- Underground electrical collection cables and fiber network
- Permanent meteorological towers
- Overhead transmission line connecting the project substation to the Point of Interconnection
- Aircraft Detection Lighting System
- Operations and Maintenance Building
- Project Substation

The location of each of these improvements is shown on the map in Tab 11.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Applicant's Qualified Property shall be *all* tangible personal property first placed in service after March 5, 2020, that is owned by the Applicant, as more fully described in Tab #8 of the Application and located within *the* boundaries of the Pawnee Independent School District and the *Helena Reinvestment Zone No. 1* depicted by *the* map attached to this **EXHIBIT 4**.

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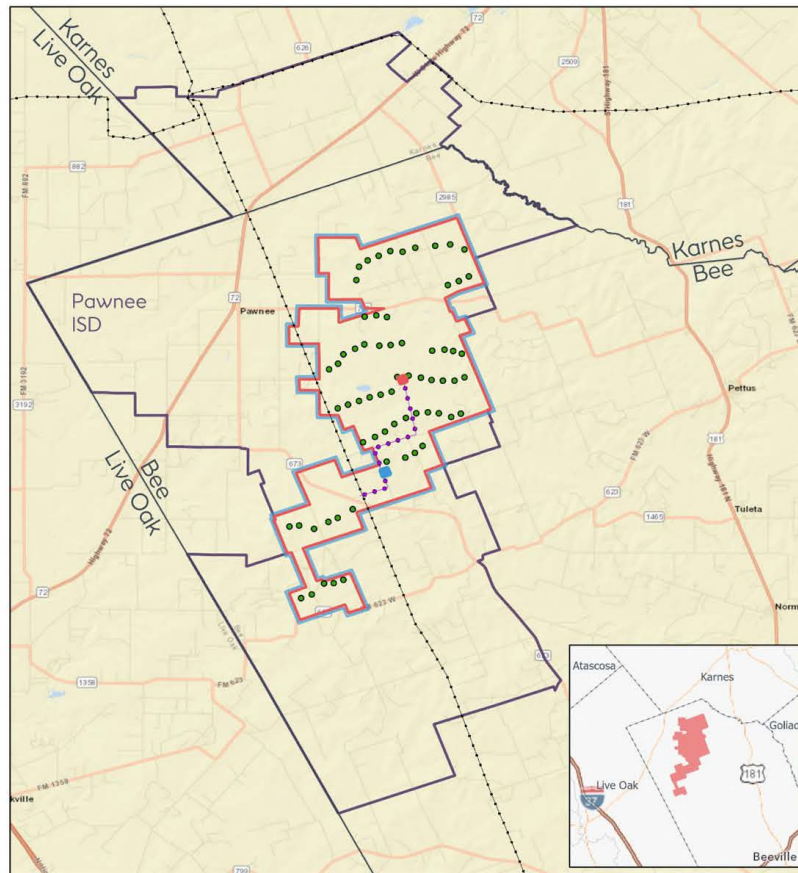
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- Operations and Maintenance Building
- Project Substation

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Location of Pawnee ISD Boundary, Bee County Boundary, Reinvestment Zone, Project Boundary, Qualified Investment, and Qualified Property:



Helena Energy Center

Pawnee ISD Improvements
June 2021



Not for construction. Map for reference and discussion purposes only.

- Project Boundary in Pawnee ISD
- Pawnee ISD
- Reinvestment Zone
- Proposed Wind Turbines
- Transmission Line
- O&M Building
- Project Substation
- County Boundary
- +— High Voltage T-Lines

