

FINDINGS
of the
HASKELL CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Under Chapter 313 of the
Texas Tax Code

ON THE APPLICATION FOR
APPRAISED VALUE LIMITATION
ON QUALIFIED PROPERTY

SUBMITTED BY

WILLOW SPRINGS WINDFARM, LLC

Comptroller Application Number 1132

RESOLUTION AND FINDINGS OF FACT
of the
HASKELL CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF
TRUSTEES
UNDER CHAPTER 313 OF THE TEXAS TAX CODE
ON THE APPLICATION FOR APPRAISED VALUE LIMITATION
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STATE OF TEXAS §
 §
COUNTY OF HASKELL §

PREAMBLE

On the 18th day of October, 2016, a public meeting of the Board of Trustees of the Haskell Consolidated Independent School District (the “Board”) was held to solicit input from interested parties on the application by Willow Springs Windfarm, LLC (“Willow Springs Windfarm” or “Applicant”) for an appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board considered the application by Willow Springs Windfarm for a Limitation on Appraised Value on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations from interested parties within the District. After hearing presentations from the District’s administrative staff and the consultants retained by the District to advise the Board in this matter and reviewing the Comptroller’s Economic Impact Analysis under Texas Tax Code §313.026 and 34 T.A.C. §9.1054, the Board of Trustees of the Haskell Consolidated Independent School District makes the following Findings regarding the Application:

On or about the 28th day of March, 2016, the Board of Trustees for the Haskell Consolidated Independent School District received an Application for Appraised Value Limitation on Qualified Property from Willow Springs Windfarm, pursuant to Chapter 313 of the Texas Tax Code (the “Application”). The general nature of Applicant’s investment in qualified property set forth in the Application is for design and construction of a renewable energy project using wind turbines (the “Property”). *See* Application, Tab 4, attached hereto as Attachment A and Attachment D. The Board agreed to consider such Application, and the District’s Superintendent formally acknowledged receipt of the Application for consideration on behalf of the District, which was delivered to the Texas Comptroller of Public Accounts immediately upon a determination that the Application was complete. The Comptroller acknowledged receipt of the Application on or about April 6, 2016. Thereafter, on or about April 19, 2016, the District, on behalf of the Applicant, submitted an Amended Application, in which all materials previously marked confidential were incorporated into the Application. Then on or about May 25, 2016, in response to a deficiency letter, the District, on behalf of the Applicant, submitted multiple further revised Application pages. On or About June 8, 2016, the District, on behalf of Applicant, submitted Amendment No. 1 (revised schedules A1 and A2), and the Comptroller issued its notice of completeness on or about June 10, 2016, the Application Review Start Date. The Application, Amended Application, deficiency response, and Amendment No. 01 are

hereafter collectively referred to as the “Application.” A copy of the Application and Comptroller’s completeness letter of June 10, 2016 are collectively attached hereto as Attachment A.

The Texas Taxpayer Identification number for Willow Springs Windfarm, LLC is 32056698262. Willow Springs Windfarm is an entity subject to Chapter 171 of the Texas Tax Code and is certified to be in good standing with the Texas Comptroller of Public Accounts as required by Texas Tax Code §313.024(a). *See* Attachments A, B and C.

The Board acknowledged receipt of the Application and necessary application fee as established by §313.025(a)(1) of the Texas Tax Code and Local District Policy.

The Application was delivered to the Texas Comptroller’s Office for review pursuant to §313.025(b) of the Texas Tax Code.

A copy of the Application was delivered to the Haskell County Appraisal District for review pursuant to 34 Texas Administrative Code §9.1054.

The Application was reviewed by the Texas Comptroller’s Office pursuant to Texas Tax Code §§313.025 and 313.026. After receipt of the Application, the Texas Comptroller’s Office caused an Economic Impact Analysis to be conducted. The Comptroller, pursuant to Texas Tax Code §313.025(h), determined the project subject to the Application meets the requirements for eligibility under Texas Tax Code §313.024 for a limitation on appraised value, and after reviewing the Application based on the criteria set out in Texas Tax Code § 313.026, issued a Certificate for a Limitation on Appraised Value on August 12, 2016 that the Application be approved (the “Certificate Decision”). *See* Attachment C. The Board of Trustees has carefully considered such Evaluation and Certificate Decision. Copies of the Certificate Decision and Economic Impact Analysis are attached to these Findings as Attachments C and D, respectively.

The Board also directed that a specific school financial analysis be conducted of the impact of the proposed value limitation on the finances of Haskell Consolidated Independent School District. A copy of a report prepared by McDowell & Brown, LLC and dated August 25, 2016 is attached to these Findings as Attachment E.

The Board has confirmed that the taxable value of industrial property applicable to the Willow Springs Windfarm Application in the Haskell Consolidated Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403 of the Texas Government Code, fell within a rural school district, Category 3 of §313.054 of the Texas Tax Code at the time the Certificate Decision was issued. *See* “2015 Property Value Study Report,” attached hereto as Attachment G; *see also* Attachment D.

After receipt of the completed Application, the District entered into negotiations with Willow Springs Windfarm regarding the specific language to be included in the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes (the “Agreement”) pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The parties were able to agree upon language for inclusion into a draft agreement pursuant to Texas Tax Code §313.027. As required by the Comptroller’s Office, the parties changed only the provisions of the template that the Comptroller permitted (2016 Form

50-826). The proposed Agreement is attached to these Findings as Attachment H, and that form of the Agreement (as defined by 34. Tex. Admin. Code §9.1015) was submitted to and approved by the Comptroller, as required by 34 Tex. Admin. Code §9.1015(e)(1). See copy of September 9, 2016, Agreement Review Letter from the Comptroller, attached to these Findings as Attachment I.

After review of the Comptroller's Certificate Decision and Economic Impact Analysis, and in consideration of its own analysis of Willow Springs Windfarm's Application and all other substantive documentation related thereto, the Board, in addition to the above Findings, further finds as follows:

Board Finding Number 1.

Based on the Application and the Comptroller's Certificate Decision, the Property meets the requirements of Texas Tax Code §313.024 for eligibility for a limitation on appraised value under Texas Tax Code §313.024(5) as a renewable energy electric generation project.

In support of Finding Number 1, the Comptroller's Certificate Decision states:

Determination required by 313.025(h)

- Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.
- Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.
- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.

* * *

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

See Attachment C. See also Attachment A (Tab 1, §6.2(5) and Tab 4) and Attachment D.

Board Finding Number 2.

The project proposed by Applicant is reasonably likely to generate sufficient tax revenue to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period.

In support of Finding Number 2, the Certificate Decision states:

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school

district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period.

See Attachment C.

Also in support of Finding Number 2, the Comptroller's Economic Impact Analysis states:

Attachment B - Tax Revenue over 25 Years

This [table] represents the Comptroller's determination that Willow Springs Windfarm LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy direct, indirect and induced tax effects from project employment directly related to this project, using estimated taxable values provided in the application.

[see tables on next pages]

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2015	\$0	\$0	\$0	\$0
	2016	\$0	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2018	\$234,000	\$234,000	\$3,113,486	\$3,113,486
	2019	\$234,000	\$468,000	\$2,912,637	\$6,026,122
	2020	\$234,000	\$702,000	\$2,723,838	\$8,749,961
	2021	\$234,000	\$936,000	\$2,546,368	\$11,296,329
	2022	\$234,000	\$1,170,000	\$2,379,546	\$13,675,875
	2023	\$234,000	\$1,404,000	\$2,222,733	\$15,898,608
	2024	\$234,000	\$1,638,000	\$2,075,329	\$17,973,938
	2025	\$234,000	\$1,872,000	\$1,936,770	\$19,910,707
	2026	\$234,000	\$2,106,000	\$1,806,523	\$21,717,231
	2027	\$234,000	\$2,340,000	\$1,684,092	\$23,401,323
Maintain Viable Presence (5 Years)	2028	\$1,803,006	\$4,143,006	\$0	\$23,401,323
	2029	\$1,694,826	\$5,837,833	\$0	\$23,401,323
	2030	\$1,593,136	\$7,430,969	\$0	\$23,401,323
	2031	\$1,497,548	\$8,928,517	\$0	\$23,401,323
	2032	\$1,407,695	\$10,336,213	\$0	\$23,401,323
Additional Years as Required by 313.026(c)(1) (10 Years)	2033	\$1,323,234	\$11,659,446	\$0	\$23,401,323
	2034	\$1,243,840	\$12,903,286	\$0	\$23,401,323
	2035	\$1,169,209	\$14,072,495	\$0	\$23,401,323
	2036	\$1,099,057	\$15,171,552	\$0	\$23,401,323
	2037	\$1,033,113	\$16,204,665	\$0	\$23,401,323
	2038	\$1,024,920	\$17,229,585	\$0	\$23,401,323
	2039	\$1,024,920	\$18,254,505	\$0	\$23,401,323
	2040	\$1,024,920	\$19,279,425	\$0	\$23,401,323
	2041	\$1,024,920	\$20,304,345	\$0	\$23,401,323
	2042	\$1,024,920	\$21,329,265	\$0	\$23,401,323

\$21,329,265

is less than

\$23,401,323

Analysis Summary	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	No

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.

Source: Willow Springs Windfarm LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	0	0	0	\$0	\$0	\$0	0	0	\$0
2016	0	0	0	\$0	\$0	\$0	0	0	\$0
2017	200	176	376	\$8,000,000	\$14,094,727	\$22,094,727	1182556.2	-679016.1	\$1,861,572
2018	6	19	25	\$258,600	\$3,037,298	\$3,295,898	175476.1	236511.2	-\$61,035
2019	6	14	20	\$258,600	\$2,304,877	\$2,563,477	160217.3	251770	-\$91,553
2020	6	10	16	\$258,600	\$2,182,806	\$2,441,406	144958.5	259399.4	-\$114,441
2021	6	10	16	\$258,600	\$1,938,666	\$2,197,266	137329.1	213623	-\$76,294
2022	6	12	18	\$258,600	\$1,816,595	\$2,075,195	122070.3	205993.7	-\$83,923
2023	6	12	18	\$258,600	\$1,816,595	\$2,075,195	99182.1	183105.5	-\$83,923
2024	6	10	16	\$258,600	\$1,450,384	\$1,708,984	129699.7	167846.7	-\$38,147
2025	6	17	23	\$258,600	\$1,694,525	\$1,953,125	160217.3	152587.9	\$7,629
2026	6	14	20	\$258,600	\$1,450,384	\$1,708,984	160217.3	122070.3	\$38,147
2027	6	15	21	\$258,600	\$1,938,666	\$2,197,266	160217.3	91552.7	\$68,665
2028	6	12	18	\$258,600	\$1,450,384	\$1,708,984	91552.7	83923.3	\$7,629
2029	6	8	14	\$258,600	\$1,206,244	\$1,464,844	83923.3	91552.7	-\$7,629
2030	6	4	10	\$258,600	\$717,963	\$976,563	45776.4	53405.8	-\$7,629
2031	6	2	8	\$258,600	\$717,963	\$976,563	30517.6	15258.8	\$15,259
2032	6	4	10	\$258,600	\$229,681	\$488,281	7629.4	-7629.4	\$15,259
2033	6	4	10	\$258,600	\$473,822	\$732,422	-7629.4	-61035.2	\$53,406
2034	6	(0)	6	\$258,600	\$473,822	\$732,422	-53405.8	-68664.6	\$15,259
2035	6	(2)	4	\$258,600	-\$258,600	\$0	-99182.1	-83923.3	-\$15,259
2036	6	(2)	4	\$258,600	-\$258,600	\$0	-144958.5	-160217.3	\$15,259
2037	6	(2)	4	\$258,600	-\$502,741	-\$244,141	-160217.3	-190734.9	\$30,518
2038	6	(6)	0	\$258,600	-\$991,022	-\$732,422	-167846.7	-213623	\$45,776
2039	6	(6)	0	\$258,600	-\$746,881	-\$488,281	-152587.9	-267028.8	\$114,441
2040	6	(4)	2	\$258,600	-\$1,479,303	-\$1,220,703	-183105.5	-335693.4	\$152,588
2041	6	(4)	2	\$258,600	-\$991,022	-\$732,422	-152587.9	-373840.3	\$221,252
2042	6	(2)	4	\$258,600	-\$746,881	-\$488,281	-167846.7	-373840.3	\$205,994
Total							\$1,602,173	-\$686,646	\$2,288,818
							\$23,618,083	is greater than	\$23,401,323
Analysis Summary									
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?									Yes

See Attachment D.

Board Finding Number 3.

The new qualifying jobs creation requirement under § 313.051(b) exceeds the industry standard for the number of employees reasonably necessary for the operation of the Applicant’s facility described in the Application, and Applicant qualifies for a waiver of the new jobs requirement pursuant to § 313.025(f-1).

In support of this Finding, Applicant submitted information as Tab 12 to its Application regarding the industry standard for the number of jobs for a project with qualified property of this size and type. The revised Tab 12 provides that for a project of the size and type described in the Application, the project will require less than ten (10) permanent jobs. Applicant reports that wind energy projects create a large number of full time jobs during the construction phase, but these jobs

are temporary in nature, and once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Applicant reports it will create 6 full time jobs for a 230 MW facility (100 turbines with 2.3 MW capacity), which is consistent with industry standards. A copy of Tab 12 submitted with the Application is attached hereto as Attachment J.

See also Attachments A and D.

Board Finding Number 4.

The Applicant will create six (6) new qualifying jobs, which Applicant affirms will meet all of the requirements set out in Texas Tax Code §313.021(3), including: (1) at least 1,600 hours of work per year; (2) provision of group health benefit plan with at least 80% of the premium paid by Applicant; (3) an annual wage of \$44,600, an amount equal to at least 110% of the average weekly wage for manufacturing jobs in the County; (4) are not created to replace a previous employee; and (5) are not transferred from another area of Texas to the project described the Application.

See Attachments A, D and J.

Board Finding Number 5.

The Applicant does not intend to create any non-qualifying jobs.

In its application, Applicant indicates that it does not intend to create any non-qualifying jobs. But, for any non-qualifying job which the Applicant may create, the Applicant will be required to pay at least the county average wage for all jobs in the County, in accordance with the provisions of Texas Tax Code §313.024(d). *See* Attachments A and D.

Board Finding Number 6.

The ability of the Applicant to locate the proposed wind energy facility in another state or another region of this state is significant because of the highly competitive marketplace for economic development. Therefore, the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in Texas and Haskell CISD.

See Attachment C.

In support of Finding Number 5, the Economic Impact Analysis states:

The Comptroller has determined that the limitation on appraised value is a determining factor in Willow Springs Windfarm LLC's decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant in Tab 5 of the application:
 - a) The project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate the applicant to construct the project.
 - b) The applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics.
 - c) The applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds.
 - d) This appraised value limitation is critical to the ability of the project to move forward as currently sited.
 - e) Without the available tax incentives, the economics of the project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease.
 - f) The applicant for this project is competing against other developers who have been offered or are in the process of applying for value limitation agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this project.
 - g) Without the limitation approval, the applicant would likely terminate the project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.

See Attachment D.

Board Finding Number 7.

The proposed limitation on appraised value for the qualified property is \$20,000,000.

The Comptroller's Minimum School District Limitation Values Report, updated in October 2015, using School and Appraisal District Property Value Study 2014 Final Findings, provides that the District is a Subchapter C, Category 3 District, with a minimum limitation of \$20,000,000. See Attachments A and D.

Board Finding Number 8.

The revenue gains that will be realized by the school district if the Application is approved will be significant in the long term, with special reference to revenues used for supporting school district debt.

In support of this Finding, McDowell & Brown, LLC estimate in the District's Financial Impact Report, based on Willow Springs Windfarm's Application, that the project would add \$286,109,898 to the tax base at the peak investment level for tax year 2018. This additional value is fully taxable for debt service taxes and can be used to meet any current or future debt needs. See Table I of Attachment E. See also Schedule B of Attachment A, and Table 4 of Attachment D. In addition, the potential revenue gains from the proposed Agreement are estimated to be \$832,305. See Attachment H at Section 6.2.A and Table VI of Attachment E.

Board Finding Number 9.

The effect of the Applicant's proposal, if approved, is not expected to increase the District's instructional facility needs. Haskell CISD can easily accommodate the projected student growth anticipated from Applicant's project with its existing facilities. However, possible increases in and/or changes to class size and personnel could cause the District to incur extraordinary education related expenses.

In support of this finding, the District's Financial Impact Report states:

Willow Springs Windfarm, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that six full-time employees are expected. It is not known whether these would be new employees to the Haskell CISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new six positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Haskell CISD.

See Table VII of Attachment E. See also TEA's Facilities Impact Review Letter at Attachment F.

Board Finding Number 10.

The projected dollar amount of the maintenance and operations taxes that would be imposed on the qualified property for each year of the Agreement if the property does not receive a limitation on appraised value, based on the further depreciations of investment provided by Applicant, is shown in Table II of Attachment E (column labeled “Taxes w/o Agreement”), and is further based on the assumption that the projected total maintenance and operations tax rate and per \$100 in valuation in each year of the Agreement will be as indicated in Table II.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District’s Revenue Losses	Net Tax Savings
2016-2017	1.170	0.049	0	0	0	0
2017-2018	1.170	0.050	0	0	0	0
2018-2019	1.130	0.018	3,233,042	3,007,042	(2,697,844)	309,198
2019-2020	1.170	0.019	3,146,637	2,912,637	0	2,912,637
2020-2021	1.170	0.020	2,957,838	2,723,838	0	2,723,838
2021-2022	1.170	0.020	2,780,368	2,546,368	0	2,546,368
2022-2023	1.170	0.000	2,613,546	2,379,546	0	2,379,546
2023-2024	1.170	0.000	2,456,733	2,222,733	0	2,222,733
2024-2025	1.170	0.000	2,309,329	2,075,329	0	2,075,329
2025-2026	1.170	0.000	2,170,770	1,936,770	0	1,936,770
2026-2027	1.170	0.000	2,040,523	1,806,523	0	1,806,523
2027-2028	1.170	0.000	1,918,092	1,684,092	0	1,684,092
2028-2029	1.040	0.000	1,602,672	0	0	0
2029-2030	1.170	0.000	1,694,826	0	0	0
2030-2031	1.170	0.000	1,593,136	0	0	0
2031-2032	1.170	0.000	1,497,548	0	0	0
2032-2033	1.170	0.000	1,407,695	0	0	0
Totals			33,422,757	23,294,879	(2,697,844)	20,597,035

See also Table 3 of Attachment D.

Board Finding Number 11.

The projected dollar amount of the maintenance and operations taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is discernible from Table II of Attachment E (subtracting the amounts in the column labeled “Tax Savings with Agreement” from the column labeled “Taxes w/o Agreement”), and is based on the assumption that the projected total maintenance and operations tax rate and interest and sinking fund tax rate per \$100 in valuation in each year of the Agreement will be as indicated in Table II.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2016-2017	1.170	0.049	0	0	0	0
2017-2018	1.170	0.050	0	0	0	0
2018-2019	1.130	0.018	3,233,042	3,007,042	(2,697,844)	309,198
2019-2020	1.170	0.019	3,146,637	2,912,637	0	2,912,637
2020-2021	1.170	0.020	2,957,838	2,723,838	0	2,723,838
2021-2022	1.170	0.020	2,780,368	2,546,368	0	2,546,368
2022-2023	1.170	0.000	2,613,546	2,379,546	0	2,379,546
2023-2024	1.170	0.000	2,456,733	2,222,733	0	2,222,733
2024-2025	1.170	0.000	2,309,329	2,075,329	0	2,075,329
2025-2026	1.170	0.000	2,170,770	1,936,770	0	1,936,770
2026-2027	1.170	0.000	2,040,523	1,806,523	0	1,806,523
2027-2028	1.170	0.000	1,918,092	1,684,092	0	1,684,092
2028-2029	1.040	0.000	1,602,672	0	0	0
2029-2030	1.170	0.000	1,694,826	0	0	0
2030-2031	1.170	0.000	1,593,136	0	0	0
2031-2032	1.170	0.000	1,497,548	0	0	0
2032-2033	1.170	0.000	1,407,695	0	0	0
Totals			33,422,757	23,294,879	(2,697,844)	20,597,035

See also Table 4 of Attachment D.

Board Finding Number 12.

Based upon the Applicant's certification that the Application is true and correct, the Comptroller's Economic Impact Analysis, the Comptroller's Certificate Decision, and the consultants' review of these and other documents, the Board has determined that the information provided by the Applicant in its Application was true and correct when it was submitted.

Upon acceptance of the Application, the District requested the Comptroller to undertake an economic impact evaluation and retained certain consultants to help the Board determine: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning the economic incentives available are a determining factor; and, (5) the proposed project meets eligibility requirements for an Agreement under Tax Code Chapter 313.

As a part of its review process, the Board notes that the Application was submitted by Applicant under oath. Chapter 313 applications are governmental records under Tex. Penal Code §37.01(2)(A), and all representations contained therein are statements of fact within the meaning of Tex. Penal Code

§37.01(3). Since Board action upon the adoption of these Findings and the approval of the Agreement (Attachment H) is an “official proceeding,” a false statement in the Application would constitute perjury under Tex. Penal Code §37.03.

The Board finds that sworn statements are routinely relied upon by fact finders in official governmental proceedings. The Board further finds that reliance upon verified statements of the Applicant, especially as to Applicant's future intentions which cannot be objectively verified, is reasonable and within the intent of Chapter 313, Texas Tax Code. See Attachments A, B, C and D.

Board Finding Number 13.

The Applicant (Taxpayer Id. 32056698262) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity.

See Attachments A, B and C.

Board Finding Number 14.

The project will be located within an area that is currently designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code. Should it be required, the District will cooperate with the Applicant’s efforts to ensure that the area remains designated as a reinvestment zone through the Final Termination Date of the Agreement.

See Attachment A, Tabs 11 and 16.

Board Finding Number 15.

The Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment H, includes adequate and appropriate revenue protection provisions for the District.

In support of this Finding and based on the information provided and verified by Applicant in its Application, the District’s Financial Impact Analysis demonstrates that the District will incur a revenue loss during tax years 2018. However, the negative consequences of granting the value limitation are offset through the revenue protection provision of the Agreement and other revenue protection provisions agreed to by the Applicant and the District. See Table II in Attachment E, and proposed Agreement, Article IV, at Attachment H.

Board Finding Number 16.

Considering the purpose and effect of the law and the terms of the Agreement, it is in the best interest of the District and the State to approve Willow Springs Windfarm's Application and enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Board Finding Number 17.

The Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment H, is in the form of the template Texas Economic Development Act Agreement adopted by the Comptroller, as of January 24, 2016.

IT IS THEREFORE ORDERED, that all of the Findings above, including the recitals and statements set out in the Preamble herein, are adopted and approved as the Findings of the Haskell Consolidated Independent School District Board of Trustees, and the Board of Trustees has made the above factual Findings in accordance with the Texas Tax Code § 313.025(e) and Texas Administrative Code 34, Chapter 9, subchapter F; and,

IT IS FURTHER ORDERED that the Application attached hereto as Attachment A is hereby APPROVED; and,

IT IS FURTHER ORDERED that the new jobs requirement pursuant to § 313.051(b) is hereby WAIVED; and,

IT IS FURTHER ORDERED that the Agreement attached hereto as Attachment H is APPROVED and is hereby authorized to be executed and delivered by the Trustees whose signatures appear below on behalf of the Haskell Consolidated Independent School District, along with a copy of the these Findings, which shall be binding upon the parties upon receipt of an executed original of the Agreement from Applicant; and,

IT IS FURTHER ORDERED that these Findings and the Attachments referenced herein be made a part of the official minutes of this meeting, and maintained in the permanent records of the Haskell Consolidated Independent School District Board of Trustees.

Dated this 18th day of October, 2016.

Haskell Consolidated Independent School District

By Tyke Meizer
Signature

Tyke Meizer Vice President
Printed Name and Title

Attest:

By Debbie L. Earles
Signature

Debbie L. Earles, board secretary
Printed Name and Title

LIST OF ATTACHMENTS

<i>Attachment</i>	<i>Description</i>
A	Application and Comptroller's Completeness Letter
B	Franchise Tax Certificate Decision of Account Status
C	Comptroller's Certificate Letter
D	Comptroller Economic Impact Analysis
E	District's Financial Impact Analysis
F	TEA's Facilities Impact Letter
G	Comptroller's 2015 Property Value Study Report
H	Proposed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes
I	Comptroller's September 9, 2016 Agreement Review Letter
J	Job Waiver Request
K	Notice and Resolution regarding Extension Request



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

June 10, 2016

Bill Alcorn
Superintendent
Haskell Consolidated Independent School District
605 North Avenue East
Haskell, Texas 79521

Dear Superintendent Alcorn:

On April 6, 2016, the Comptroller's office received from Haskell Consolidated Independent School District (Haskell CISD) an application from Willow Springs Windfarm LLC for a limitation on appraised value (App #1132).

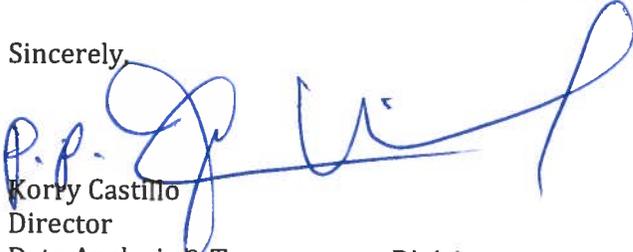
The purpose of this letter is to inform you that the Comptroller's office has reviewed the submitted application and determined that it includes the information necessary to be determined as complete on June 10, 2016.

Texas Tax Code §313.025(d) directs the Comptroller's office to issue a certificate for a limitation on the appraised value of the property, or provide the governing body of the school district with a written explanation of the comptroller's decision to not issue a certificate no later than the 90th day after receiving the completed application. The requirements to determine eligibility and to issue a certificate for a limitation do not begin until an application is complete as determined by this agency. The Comptroller's office will move forward with our economic impact evaluation and will send a letter of determination to the ISD and the applicant.

This letter does not constitute a review of the application under Section 313.025(h) to determine if the project meets the requirements of Section 313.024 for eligibility for a limitation on appraised value. Likewise, this letter does not address the determinations required under Section 313.026(c).

Should you have any questions, please contact Annet Nalukwago with our office. She can be reached by email at annet.nalukwago@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-5656, or direct in Austin at 512-475-5656.

Sincerely,


Korry Castillo
Director
Data Analysis & Transparency Division

cc: Audie Sciumbato, Underwood Law Firm, P.C
Philip Moore, Lincoln Clean Energy, LLC
Charlie Smith, Lincoln Clean Energy, LLC

Willow Springs Windfarm, LLC

Amended Application for Appraised Value Limitation on Qualified Property

**Originally Presented to Haskell CISD
March 28, 2016**

Deemed Complete April 18, 2016

Tab Item 1

Pages 1 through 11 of Application



Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

Economic Development
and Analysis
Form 50-296-A

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

March 28, 2016

Date Application Received by District

Bill

Alcorn

First Name

Last Name

Superintendent

Title

Haskell Consolidated Independent School District

School District Name

605 N. Avenue E

Street Address

605 N. Avenue E

Mailing Address

Haskell

Texas

79521

City

State

ZIP

940-864-2602

940-864-8096

Phone Number

Fax Number

balcorn@haskell.esc14.net

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? Yes No

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

<u>Audie</u> First Name	<u>Sciumbato</u> Last Name
<u>Attorney</u> Title	
<u>Underwood Law Firm, P.C.</u> Firm Name	
<u>806-364-2626</u> Phone Number	<u>806-364-9368</u> Fax Number
	<u>audie.sciumbato@uwlaw.com</u> Email Address
<u>Mobile Number (optional)</u>	

4. On what date did the district determine this application complete? April 18, 2016
5. Has the district determined that the electronic copy and hard copy are identical? Yes No

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

<u>Philip</u> First Name	<u>Moore</u> Last Name
<u>Vice President - Development</u> Title	<u>Lincoln Clean Energy, LLC</u> Organization
<u>401 N. Michigan Avenue, Suite 501</u> Street Address	
<u>401 N. Michigan Avenue, Suite 501</u> Mailing Address	
<u>Chicago</u> City	<u>Illinois</u> State
<u>512-767-7461</u> Phone Number	<u>60611</u> ZIP
<u>Mobile Number (optional)</u>	<u>Fax Number</u>
	<u>pmoore@lincolnclean.com</u> Business Email Address

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? Yes No
- 2a. If yes, please fill out contact information for that person.

<u>Will</u> First Name	<u>Furgeson</u> Last Name
<u>Development Director</u> Title	<u>Lincoln Clean Energy, LLC</u> Organization
<u>101 W. Sixth Street, Suite 608</u> Street Address	
<u>101 W. Sixth Street, Suite 608</u> Mailing Address	
<u>Austin</u> City	<u>Texas</u> State
<u>(512) 767-7464</u> Phone Number	<u>78701</u> ZIP
<u>Mobile Number (optional)</u>	<u>Fax Number</u>
	<u>wfurgeson@lincolnclean.com</u> Business Email Address

3. Does the applicant authorize the consultant to provide and obtain information related to this application? Yes No

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

First Name _____ Last Name _____

Title _____

Firm Name _____

Phone Number _____ Fax Number _____

Business Email Address _____

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? Yes No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? Yes No N/A

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Willow Springs Windfarm, LLC

2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32056698262

3. List the NAICS code 221115

4. Is the applicant a party to any other pending or active Chapter 313 agreements? Yes No

4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Corporation

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? Yes No

2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

3. Is the applicant current on all tax payments due to the State of Texas? Yes No

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? Yes No N/A

5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? Yes No
2. The property will be used for one of the following activities:
 - (1) manufacturing Yes No
 - (2) research and development Yes No
 - (3) a clean coal project, as defined by Section 5.001, Water Code Yes No
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code Yes No
 - (5) renewable energy electric generation Yes No
 - (6) electric power generation using integrated gasification combined cycle technology Yes No
 - (7) nuclear electric power generation Yes No
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) Yes No
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051 Yes No
3. Are you requesting that any of the land be classified as qualified investment? Yes No
4. Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
5. Will any of the proposed qualified investment be leased under an operating lease? Yes No
6. Are you including property that is owned by a person other than the applicant? Yes No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? Yes No

SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements (<i>complete Section 13</i>)
<input type="checkbox"/> Expansion of existing operation on the land (<i>complete Section 13</i>)	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? Yes No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project? Yes No
3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location? Yes No
5. Has the applicant received any local or state permits for activities on the proposed project site? Yes No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
7. Is the applicant evaluating other locations not in Texas for the proposed project? Yes No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? Yes No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

SECTION 9: Projected Timeline

- 1. Application approval by school board August 2016
- 2. Commencement of construction January 2017
- 3. Beginning of qualifying time period August 2016
- 4. First year of limitation 2018
- 5. Begin hiring new employees Q3 2017
- 6. Commencement of commercial operations Q4 2017
- 7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? Yes No
- Note:** Improvements made before that time may not be considered qualified property.
- 8. When do you anticipate the new buildings or improvements will be placed in service? Q4 2017

SECTION 10: The Property

- 1. Identify county or counties in which the proposed project will be located Haskell County, Texas
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Haskell CAD
- 3. Will this CAD be acting on behalf of another CAD to appraise this property? Yes No
- 4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:

County: <u>Haskell County, \$0.5825, 100%</u> <small>(Name, tax rate and percent of project)</small>	City: <u>n/a</u> <small>(Name, tax rate and percent of project)</small>
Hospital District: <u>Haskell Hospital, \$0.2363, 100%</u> <small>(Name, tax rate and percent of project)</small>	Water District: <u>Rolling Plains GCD, \$0.018121, 100%</u> <small>(Name, tax rate and percent of project)</small>
Other (describe): <u>Haskell WD #1, \$0.18, 100%</u> <small>(Name, tax rate and percent of project)</small>	Other (describe): <u>n/a</u> <small>(Name, tax rate and percent of project)</small>
- 5. Is the project located entirely within the ISD listed in Section 1? Yes No
 - 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
- 6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? Yes No
 - 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313/.

- 1. At the time of application, what is the estimated minimum qualified investment required for this school district? 10,000,000.00
- 2. What is the amount of appraised value limitation for which you are applying? 20,000,000.00
- Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
- 3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? Yes No
- 4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
- 5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? Yes No

SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
 - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? Yes No
 - 2a. If yes, attach complete documentation including:
 - a. legal description of the land (Tab 9);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
 - c. owner (Tab 9);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? Yes No
 - 3a. If yes, attach the applicable supporting documentation:
 - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
 - b. legal description of reinvestment zone (Tab 16);
 - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
 - d. guidelines and criteria for creating the zone (Tab 16); and
 - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
 - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? _____

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
 - a. maps and/or detailed site plan;
 - b. surveys;
 - c. appraisal district values and parcel numbers;
 - d. inventory lists;
 - e. existing and proposed property lists;
 - f. model and serial numbers of existing property; or
 - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): \$ 71,532.50
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): \$ 0.00

Note: Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

Application for Appraised Value Limitation on Qualified Property

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0

2. What is the last complete calendar quarter before application review start date:
 First Quarter Second Quarter Third Quarter Fourth Quarter of 2015
 (year)

3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 0

Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).

4. What is the number of new qualifying jobs you are committing to create? 6

5. What is the number of new non-qualifying jobs you are estimating you will create? 0

6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No

6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.

7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).

a. Average weekly wage for all jobs (all industries) in the county is 617.75

b. 110% of the average weekly wage for manufacturing jobs in the county is 855.80

c. 110% of the average weekly wage for manufacturing jobs in the region is 853.88

8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)

9. What is the minimum required annual wage for each qualifying job based on the qualified property? 44,502.60

10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 44,600.00

11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No

12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? Yes No

12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).

13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? Yes No

13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (not required)

3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> a) Project vicinity b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period c) Qualified property including location of new buildings or new improvements d) Existing property e) Land location within vicinity map f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size <p>Note: Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office b) legal description of reinvestment zone* c) order, resolution or ordinance establishing the reinvestment zone* d) guidelines and criteria for creating the zone* <p>* To be submitted with application or before date of final application approval by school board</p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

Tab 2

Proof of Payment of Application Fee

Proof of payment attached.

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of
Public Accounts)*

Tab Item 3

Documentation of Combined Group Membership under Texas Tax Code 171.0001(7)

Documentation from Texas Comptroller's Franchise Tax Division to demonstrate combined group membership:

1. Willow Springs Windfarm, LLC is a Delaware Limited Liability Company formed on March 18th, 2015.

2. Willow Springs Windfarm, LLC is registered in the State of Texas as a foreign limited liability company, File Number 0802178039, in the Office of the Secretary of State. Taxpayer number 32056698262.

3. Willow Springs Windfarm, LLC has one member with 100% ownership, Lincoln Clean Energy, LLC, which is registered in the State of Texas as a foreign limited liability company, File Number 0802369618, in the Office of the Secretary of State. Taxpayer number 32059303761.

4. Contact information for Willow Springs Windfarm, LLC is as follows:

Contact: Philip Moore

Phone: (512) 767-7461

Email: pmoore@lincolnclean.com

5. In addition, we have attached Form 05-165 (Texas Franchise Tax Extension Affiliate List) for Lincoln Clean Energy, LLC. Lincoln Clean Energy, LLC's affiliates are: Willow Springs Windfarm, LLC; Dermott Wind, LLC; TX Windwood Wind, LLC; Lockett Windfarm, LLC; Sandsage Solar, LLC, Stanorah Solar, LLC; Shawnee Energy Center, LLC; Rockwood Energy Center, LLC; TX Nazareth Solar, LLC; Lincoln Clean Energy Development, LLC; St. Lawrence Solar, LLC; Staked Plains Energy, LLC; Wayside Wind, LLC.



05-165
(Rev.9-11/3)

Texas Franchise Tax Extension Affiliate List

■ Tcode 13298 Franchise

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

3 2 0 5 9 3 0 3 7 6 1

2 0 1 5

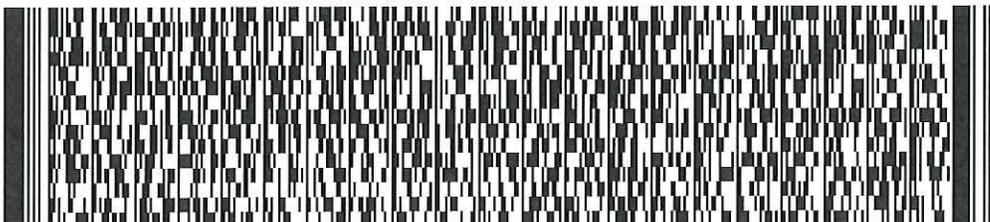
Lincoln Clean Energy, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)											BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
	3	2	0	5	6	7	6	8	1	1	5	
1. DERMOTT WIND, LLC	3	2	0	5	6	7	6	8	1	1	5	■ ○
2. WILLOW SPRINGS WINDFARM, LLC	3	2	0	5	6	6	9	8	2	6	2	■ ○
3. TX WINDWOOD WIND, LLC	3	2	0	4	8	1	8	6	1	6	0	■ ○
4. LOCKETT WINDFARM, LLC	3	2	0	5	7	0	2	5	9	8	6	■ ○
5. SANDSAGE SOLAR, LLC	3	2	0	5	6	7	5	1	3	9	2	■ ○
6. STANORAH SOLAR, LLC	3	2	0	5	6	6	8	6	5	4	9	■ ○
7. SHAWNEE ENERGY CENTER, LLC	3	2	0	5	5	3	9	4	7	5	6	■ ○
8. ROCKWOOD ENERGY CENTER, LLC	3	2	0	5	4	4	9	4	9	2	0	■ ○
9. TX NAZARETH SOLAR, LLC	3	2	0	5	3	6	3	2	8	5	0	■ ○
10. LINCOLN CLEAN ENERGY DEVELOPMENT, LLC	3	2	0	5	3	5	1	9	6	7	7	■ ○
11. ST. LAWRENCE SOLAR, LLC	3	2	0	5	9	7	7	5	9	0	1	■ ○
12. STAKED PLAINS ENERGY, LLC	3	2	0	5	9	7	5	9	4	5	9	■ ○
13.												■ ○
14.												■ ○
15.												■ ○
16.												■ ○
17.												■ ○
18.												■ ○
19.												■ ○
20.												■ ○
21.												■ ○

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



VE/DE	○	FM	○
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Franchise Tax Account Status

As of: 03/08/2016 03:22:47 PM

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LCE, LLC DBA LCE GROUP, LLC	
Texas Taxpayer Number	32059303761
Mailing Address	1999 BRYAN ST STE 900 DALLAS, TX 75201-3140
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	01/14/2016
Texas SOS File Number	0802369618
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



Franchise Tax Account Status

As of: 03/02/2016 03:16:53 PM

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LINCOLN CLEAN ENERGY DEVELOPMENT, LLC	
Texas Taxpayer Number	32053519677
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/19/2014
Texas SOS File Number	0801955105
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST. SUITE 900 DALLAS, TX 75201



Franchise Tax Account Status

As of: 03/02/2016 03:20:01 PM

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TX WINDWOOD WIND, LLC	
Texas Taxpayer Number	32048186160
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	06/07/2012
Texas SOS File Number	0801608903
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

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DERMOTT WIND, LLC	
Texas Taxpayer Number	32056768115
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/25/2015
Texas SOS File Number	0802182491
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN STREET, SUITE 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/02/2016 03:21:53 PM

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TX NAZARETH SOLAR, LLC	
Texas Taxpayer Number	32053632850
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/31/2014
Texas SOS File Number	0801962036
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN STREET SUITE 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/02/2016 03:22:46 PM

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ROCKWOOD ENERGY CENTER, LLC	
Texas Taxpayer Number	32054494920
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	06/30/2014
Texas SOS File Number	0802018903
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/02/2016 03:24:18 PM

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WILLOW SPRINGS WINDFARM, LLC	
Texas Taxpayer Number	32056698262
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/18/2015
Texas SOS File Number	0802178039
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

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SHAWNEE ENERGY CENTER, LLC	
Texas Taxpayer Number	32055394756
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	10/10/2014
Texas SOS File Number	0802081029
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/02/2016 03:26:53 PM

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LOCKETT WINDFARM, LLC	
Texas Taxpayer Number	32057025986
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	04/22/2015
Texas SOS File Number	0802201034
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



Franchise Tax Account Status

As of: 03/02/2016 03:27:38 PM

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WAYSIDE WIND, LLC	
Texas Taxpayer Number	32059342686
Mailing Address	1999 BRYAN ST STE 900 DALLAS, TX 75201-3140
 Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	01/20/2016
Texas SOS File Number	0802373378
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Tab Item 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Willow Springs Windfarm, LLC (“Willow Springs”) is requesting a Chapter 313 Appraised Value Limitation Agreement from Haskell ISD for a proposed renewable energy project using wind turbines (the “Project”) to be constructed in Haskell ISD in northern Haskell County. The installed capacity of the proposed project is expected to be approximately 230 megawatts (MW). While turbine type and size have yet to be finalized, the current plan is to utilize 2.3 MW turbines. The Project is anticipated to cover approximately 30,000 acres of privately-owned land, all currently used as farmland or pasture, and such uses can continue as the Project is designed to be compatible with such activities. Construction of the Project is expected to commence in January 2017, and is anticipated to be complete in the fourth quarter of 2017. In addition to the wind turbines, the Project will also include an operations and maintenance building, a series of new access roads to the turbines, underground electrical collection cables, meteorological towers, a substation, and an overhead transmission line that will connect the project substation to a substation owned by American Electric Power (the Point of Interconnection). None of this property is covered under an existing appraisal district account number.

Approximately 200 construction workers are anticipated at peak of construction activity, and approximately 6 permanent, full-time workers are anticipated for the plant management and operations and maintenance functions for the entire project.

Tab Item 5

Documentation to assist in determining if limitation is a determining factor:

Willow Springs Windfarm, LLC (“Willow Springs”) is a Delaware limited liability company. Willow Springs has one member with 100% ownership, Lincoln Clean Energy, LLC (“LCE”). LCE has successfully developed projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project.

In order for the project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2015. This work consisted of earth-moving to prepare two holes for turbine foundations (though foundations were not installed) and installation of 2,015 linear feet of road connecting the two foundation holes. These were not deemed taxable improvements by the Haskell County Central Appraisal District and no tax bill was delivered. The Applicant’s completion of this minor amount of PTC qualification work does in no way legally or financially commit it to constructing the project in Haskell County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. In addition to its projects in Texas, the developer is assessing or developing projects in Oklahoma, Nebraska, Indiana, Iowa, North Dakota, South Dakota, Montana, New Mexico, Arkansas, Alabama, and Mississippi. This appraised value limitation is critical to the ability of the Project to move forward as currently sited.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.

Tab Item 6

100% of the Project is anticipated to be located within Haskell County, Haskell Memorial Hospital District, Haskell Water District #1, Rolling Plains Water District, and Haskell CISD.

Tab Item 7

Description of Qualified Investment

Willow Springs Windfarm, LLC plans to construct a 230 MW wind farm in Haskell County consisting of 100 turbines.

The Applicant is requesting an appraised value limitation on all of the qualified investment and qualified property constructed or placed upon the real property within Haskell CISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.3 MW turbines. The qualified investment in Haskell CISD is expected to include approximately one-hundred (100) GE 2.3MW wind turbine generators, including 80m towers, nacelles, rotors with 116m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, access roads, met towers, spare parts and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the northern part of Haskell County. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the Project will also include an operations and maintenance building that will likely be located in the approximate center of the Project. (It is also shown on the map in Tab 11.) The Project will also require a series of new access roads to the turbines, underground electrical collection cables, permanent meteorological towers, a substation, and an overhead transmission line connecting the project substation to the Point of Interconnection.

Tab Item 8

Description of Qualified Property

See Tab Item 7. The Qualified Property Description is the same as the Qualified Investment.

Tab Item 9

Description of Land

BEING ALL OF AND ANY PORTIONS OF HASKELL COUNTY, BLOCK 45 AND 46, SECTIONS: 135, A-849, 136, A-1013, A-1113, A-1129, A-1125, 139, A-269, 140, A-638, 142, A-571, 143, A-266, 144, A-1126, A-1121, A-1095, A-1096, A-915, 145, A-850, 158, A-1150, A-1151, 159, A-270, 160, A-576, 161, A-279, 162, A-570, 163, A-274, 164, A-591, 165, A-695, 166, A-1062, A-1146, 176, A-1048, A-1105, A-1112, 177, A-271, 178, A-575, 179, A-275, 180, A-1060, A-1044, A-907, 181, A-267, 182, A-1068, A-1053, A-1074, A-1077, A-1078, A-1119, 183, A-879, 190, A-1055, 191, A-272, 192, A-619, 193, A-276, 194, A-938, 195, A-268, 196, A-975, A-987, A-1025, 197, A-848, 208, A-590, H & TC RR. COMPANY SURVEY, MRS. A.M. ROBERTSON SURVEY NO. 2, A-644, JOHN C. CHESTER SURVEY NO. 3, A-649, MARGARETE WAGGONER SURVEY NO. 4, A-671, J.H. BONDS SURVEY NO. 4, A-457, CHARLES C. SPEERS SURVEY, A-477, A-383, A-384, JANE WILSON SURVEY, A-413, ANDREW DALY SURVEY, A-125, W.J. THORNTON SURVEY NO. 4, A-668, SARAH MCFERON SURVEY NO. 133, A-313, DEVEREAUX L. WOODLIEF SURVEY NO. 122, A-410, MCHENRY WENBURN SURVEY NO. 121, A-409, MRS. E.J. PARKER SURVEY NO. 3, A-663, JOSEPH FENNER SURVEY, A-491, CHARLES CALLIOT SURVEY, A-107, OLIVER SMITH SURVEY, A-371, 133, A-313, 132, A-143, 91, A-402, 92, A-379, 93, A-358, 94, A-323, 95, A-421, 96, A-165, 97, A-138, 98, A-365, 101, A-293, 102, A-639 and A-922, 108, A-322, 123, A-411, 124, A-13, 125, A-308, 126, A-369, 127, A-314, 128, A-386, 130, A-354, 141, A-278, 138, A-971, A-993, A-1115, and A-993, 6, A-647, 13, A-655, 137, A-256, 122, A-1061, 86, A-969, A-968, and A-985, 210, A-168, 215, A-359, 5, A-706, 11, A-249, 12, A-1027, 214, A-112, 5, A-706, A-677, and A-1029, 212, A-104, 12, A-978, LYING IN AND BEING SITUATED OUT OF HASKELL COUNTY, TEXAS.

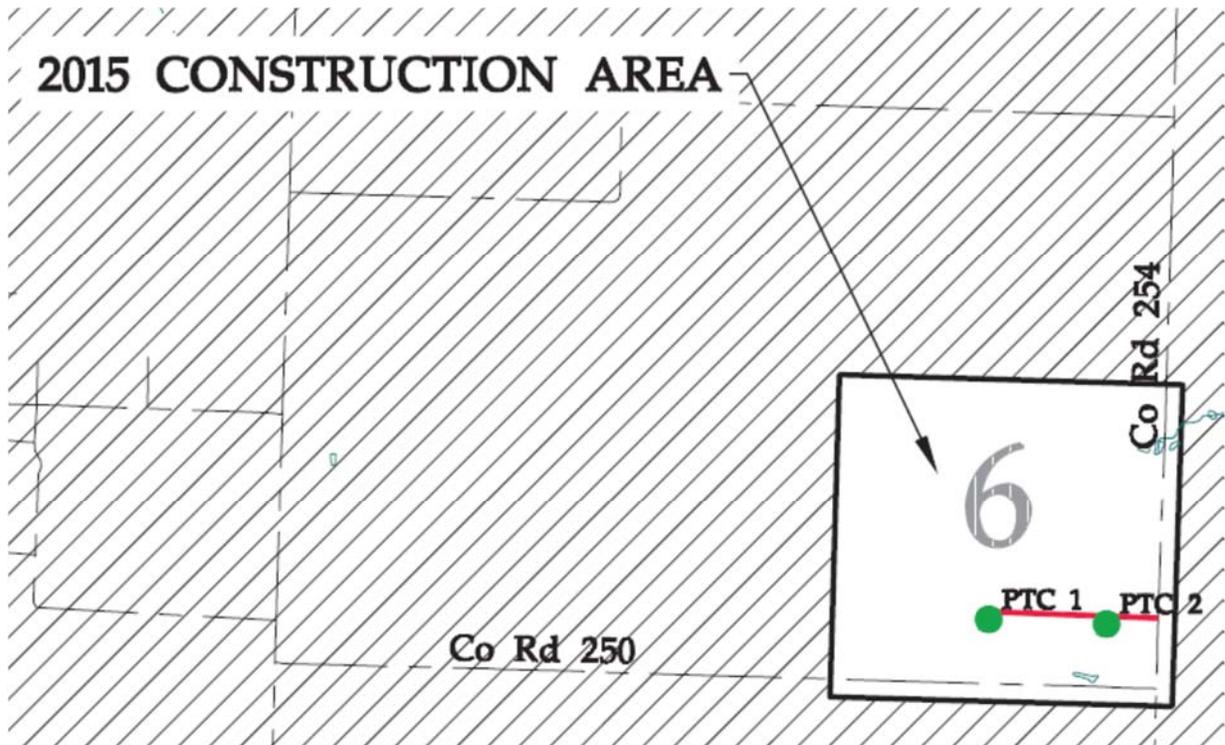
Tab Item 10

Description of all property not eligible to become qualified property

Two-thousand and fifteen feet (2,015 ft.) of road was constructed on-site in late 2015 to assist with PTC qualification as noted in Tab Item 5. The installation cost of this road was \$71,532.50. This will not become qualified property and will be excluded from the limitation.

These were not deemed taxable improvements by the Haskell Central Appraisal District and no tax bill was delivered.

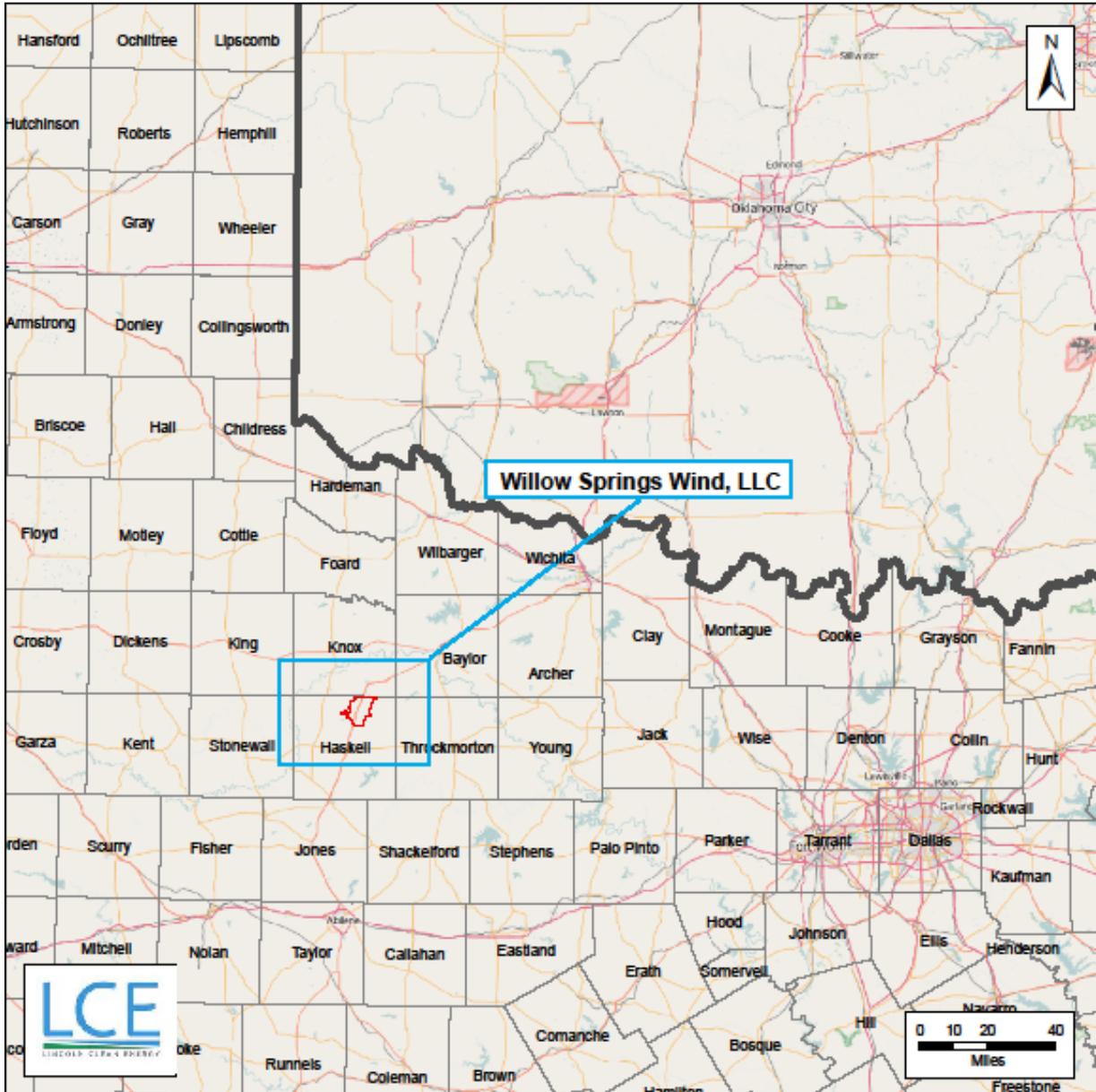
The construction occurred in the SE/4 of Section 132, Ellis Gilpin Survey, as pictured below.



Tab Item 11

Maps

Project Vicinity:



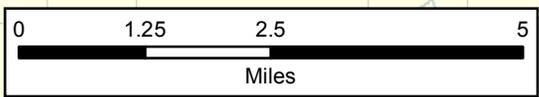
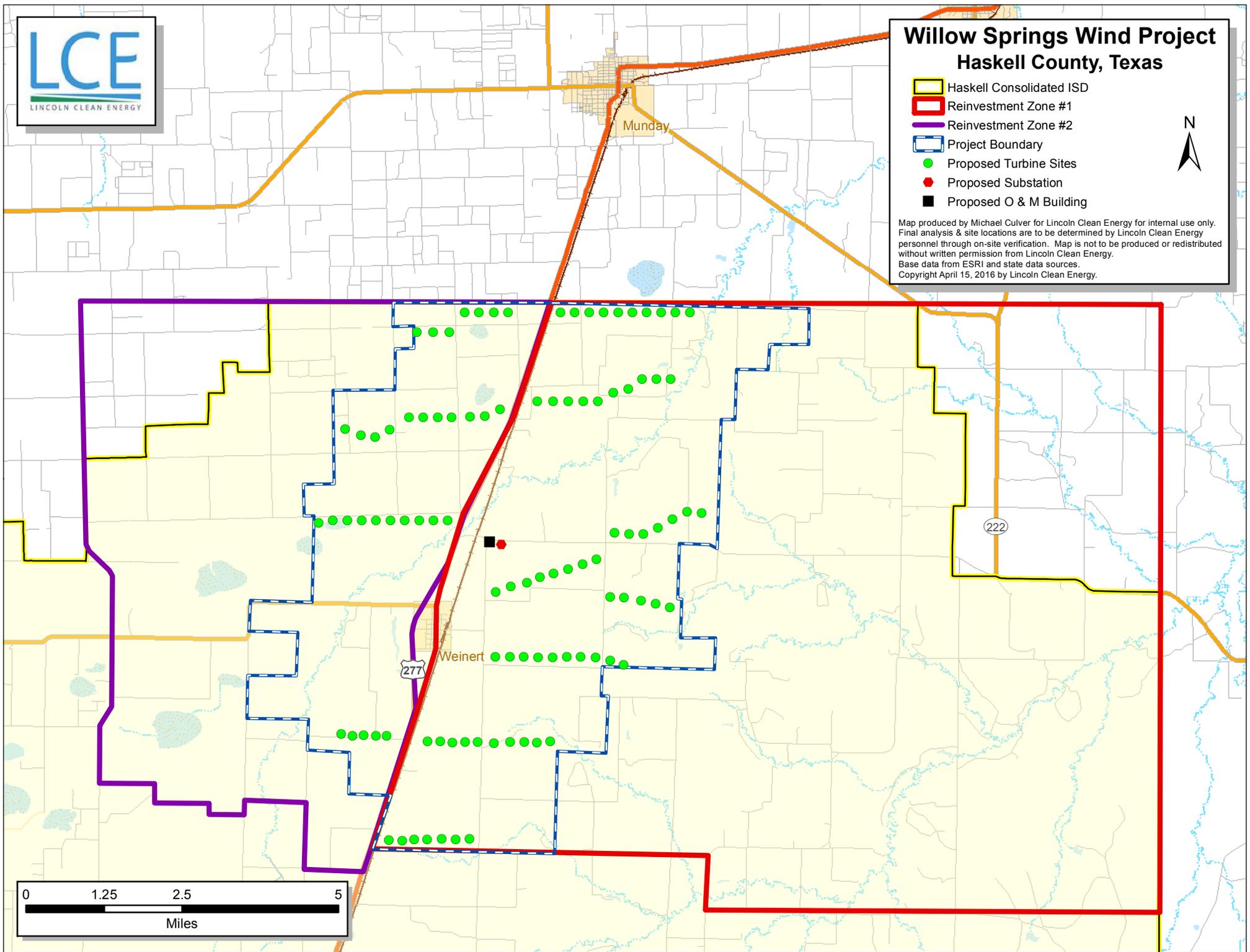


Willow Springs Wind Project Haskell County, Texas

- Haskell Consolidated ISD
- Reinvestment Zone #1
- Reinvestment Zone #2
- Project Boundary
- Proposed Turbine Sites
- Proposed Substation
- Proposed O & M Building



Map produced by Michael Culver for Lincoln Clean Energy for internal use only. Final analysis & site locations are to be determined by Lincoln Clean Energy personnel through on-site verification. Map is not to be produced or redistributed without written permission from Lincoln Clean Energy. Base data from ESRI and state data sources. Copyright April 15, 2016 by Lincoln Clean Energy.



Tab Item 12

Request For Waiver of Job Creation Requirement

Tab Item 12

Request For Waiver of Job Creation Requirement

March 28, 2016

Superintendent Bill Alcorn
Haskell Consolidated Independent School District
605 N. Ave. E
Haskell, TX 79521

Re: Chapter 313 Job Waiver Request

Dear Superintendent Alcorn,

Please consider this letter to be Willow Springs Windfarm, LLC's formal request to waive the minimum new job creation requirement, as provided under Texas Tax Code 313.025(f-1).

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the wind industry, we expect that six (6) employees would be needed to operate a 230 MW facility, and we can commit to creating six (6) full-time positions to fill those needs. All would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Haskell CISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of solar generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.

Kind Regards,



Will Furgeson
Development Director
Willow Springs Windfarm, LLC

Tab Item 13

Calculation of three possible wage requirements with TWC documentation

Average Weekly Wage for All Jobs (All Industries) in Haskell County

YEAR	PERIOD	AREA	OWNERSHIP	IND-CODE	INDUSTRY	AVG. WEEKLY WAGES
2015	1 st Qtr	Haskell Co.	Private	10	Total, All Industries	\$580
2015	2 nd Qtr	Haskell Co.	Private	10	Total, All Industries	\$604
2015	3 rd Qtr	Haskell Co.	Private	10	Total, All Industries	\$632
2015	4 th Qtr	Haskell Co.	Private	10	Total, All Industries	\$655
Average						\$617.75

110% of \$617.75 = \$679.53

Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2015	1st Qtr	Haskell County	Private	00	0	10	Total, All Industries	\$580
2015	2nd Qtr	Haskell County	Private	00	0	10	Total, All Industries	\$604
2015	3rd Qtr	Haskell County	Private	00	0	10	Total, All Industries	\$632
2015	4th Qtr	Haskell County	Private	00	0	10	Total, All Industries	\$655

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Average Weekly Wage for Manufacturing Jobs in Haskell County

YEAR	PERIOD	AREA	OWNERSHIP	IND-CODE	INDUSTRY	AVG. WEEKLY WAGES
2015	1 st Qtr	Haskell Co.	All	31-33	Manufacturing	\$763
2015	2 nd Qtr	Haskell Co.	All	31-33	Manufacturing	\$737
2015	3 rd Qtr	Haskell Co.	All	31-33	Manufacturing	\$802
2015	4 th Qtr	Haskell Co.	All	31-33	Manufacturing	\$810
Average						\$778

110% of \$778 = **\$855.80**

Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2015	1st Qtr	Haskell County	Total All	31	2	31-33	Manufacturing	\$763
2015	2nd Qtr	Haskell County	Total All	31	2	31-33	Manufacturing	\$737
2015	3rd Qtr	Haskell County	Total All	31	2	31-33	Manufacturing	\$802
2015	4th Qtr	Haskell County	Total All	31	2	31-33	Manufacturing	\$810

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Average Weekly Wage for Manufacturing Jobs in the Region

West Central Texas COG Annual Wage: \$40,365

$\$40,365/52 = \$776/\text{week}$

110% of \$776 = **\$853.88**

2014 Manufacturing Average Wages by Council of Government Region Wages for All Occupations

COG	Wages	
	Hourly	Annual
Texas	\$24.18	\$50,305
1. Panhandle Regional Planning Commission	\$21.07	\$43,821
2. South Plains Association of Governments	\$16.75	\$34,834
3. NORTEX Regional Planning Commission	\$20.23	\$42,077
4. North Central Texas Council of Governments	\$25.32	\$52,672
5. Ark-Tex Council of Governments	\$17.80	\$37,017
6. East Texas Council of Governments	\$19.87	\$41,332
7. West Central Texas Council of Governments	\$19.41	\$40,365
8. Rio Grande Council of Governments	\$17.82	\$37,063
9. Permian Basin Regional Planning Commission	\$23.65	\$49,196
10. Concho Valley Council of Governments	\$18.70	\$38,886
11. Heart of Texas Council of Governments	\$20.98	\$43,636
12. Capital Area Council of Governments	\$28.34	\$58,937
13. Brazos Valley Council of Governments	\$17.57	\$36,547
14. Deep East Texas Council of Governments	\$17.76	\$36,939
15. South East Texas Regional Planning Commission	\$29.21	\$60,754
16. Houston-Galveston Area Council	\$26.21	\$54,524
17. Golden Crescent Regional Planning Commission	\$23.31	\$48,487
18. Alamo Area Council of Governments	\$19.46	\$40,477
19. South Texas Development Council	\$13.91	\$28,923
20. Coastal Bend Council of Governments	\$25.12	\$52,240
21. Lower Rio Grande Valley Development Council	\$16.25	\$33,808
22. Texoma Council of Governments	\$20.51	\$42,668
23. Central Texas Council of Governments	\$18.02	\$37,486
24. Middle Rio Grande Development Council	\$20.02	\$41,646

Source: Texas Occupational Employment and Wages

Data published: July 2015

Data published annually, next update will be July 31, 2016

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

Tab Item 14

Schedules A1, A2, B, C, and D

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)
Investment made before filing complete application with district		Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2016	Not eligible to become Qualified Property		\$71,533	[The only other investment made before filing complete application with district that may become Qualified Property is land.]	\$71,533
Investment made after filing complete application with district, but before final board approval of application	--							
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period								
Complete tax years of qualifying time period	QTP1	2017-2018	2017	\$290,928,467	\$1,000,000			\$291,928,467
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$290,928,467	\$1,000,000	\$71,533		\$292,000,000
Enter amounts from TOTAL row above in Schedule A2								
Total Qualified Investment (sum of green cells)				\$291,928,467				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

Date **May 11 2016** Amendment No. 01-June 8, 2016
 Applicant Name Willow Springs Windfarm LLC
 ISD Name Haskell CISD

Form 50-296A
 Revised May 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property {SEE NOTE}	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		Enter amounts from TOTAL row in Schedule A1 in the row below				
				\$290,928,467	\$1,000,000	\$71,533		\$292,000,000
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2016-2017	2016	\$0	\$0	\$71,533	\$0	\$71,533
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2017-2018	2017	\$290,928,467	\$1,000,000	\$0	\$0	\$291,928,467
Value limitation period***	1	2018-2019	2018	\$0	\$0	\$0	\$0	\$0
	2	2019-2020	2019	\$0	\$0	\$0	\$0	\$0
	3	2020-2021	2020	\$0	\$0	\$0	\$0	\$0
	4	2021-2022	2021	\$0	\$0	\$0	\$0	\$0
	5	2022-2023	2022	\$0	\$0	\$0	\$0	\$0
	6	2023-2024	2023	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	7	2024-2025	2024	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	8	2025-2026	2025	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	9	2026-2027	2026	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	10	2027-2028	2027	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Total Investment made through limitation				\$290,928,467	\$1,000,000	\$10,071,533	\$0	\$302,000,000
Continue to maintain viable presence	11	2028-2029	2028			\$3,000,000		\$3,000,000
	12	2029-2030	2029			\$3,000,000		\$3,000,000
	13	2030-2031	2030			\$3,000,000		\$3,000,000
	14	2031-2032	2031			\$3,000,000		\$3,000,000
	15	2032-2033	2032			\$3,000,000		\$3,000,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2033-2034	2033			\$3,000,000		\$3,000,000
	17	2034-2035	2034			\$3,000,000		\$3,000,000
	18	2035-2036	2035			\$3,000,000		\$3,000,000
	19	2036-2037	2036			\$3,000,000		\$3,000,000
	20	2037-2038	2037			\$3,000,000		\$3,000,000
	21	2038-2039	2038			\$3,000,000		\$3,000,000
	22	2039-2040	2039			\$3,000,000		\$3,000,000
	23	2040-2041	2040			\$3,000,000		\$3,000,000
	24	2041-2042	2041			\$3,000,000		\$3,000,000
	25	2042-2043	2042			\$3,000,000		\$3,000,000

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.
 ** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.
 *** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.
 Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.
 Only tangible personal property that is specifically described in the application can become qualified property.
 Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.
 Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.
 Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Date **May 11 2016**
 Applicant Name **Willow Springs Windfarm, LLC**
 ISD Name **Haskell CISD**

Form 50-296A

Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2016-2017	2016	\$0	-	-	-	-	-
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2017-2018	2017	\$0	-	-	-	-	-
Value Limitation Period	1	2018-2019	2018	\$0	\$1,000,000	\$285,109,898	\$286,109,898	\$286,109,898	\$20,000,000
	2	2019-2020	2019	\$0	\$940,000	\$268,003,304	\$268,943,304	\$268,943,304	\$20,000,000
	3	2020-2021	2020	\$0	\$883,600	\$251,923,106	\$252,806,706	\$252,806,706	\$20,000,000
	4	2021-2022	2021	\$0	\$830,584	\$236,807,719	\$237,638,303	\$237,638,303	\$20,000,000
	5	2022-2023	2022	\$0	\$780,749	\$222,599,256	\$223,380,005	\$223,380,005	\$20,000,000
	6	2023-2024	2023	\$0	\$733,904	\$209,243,301	\$209,977,205	\$209,977,205	\$20,000,000
	7	2024-2025	2024	\$0	\$689,870	\$196,688,703	\$197,378,572	\$197,378,572	\$20,000,000
	8	2025-2026	2025	\$0	\$648,478	\$184,887,381	\$185,535,858	\$185,535,858	\$20,000,000
	9	2026-2027	2026	\$0	\$609,569	\$173,794,138	\$174,403,707	\$174,403,707	\$20,000,000
	10	2027-2028	2027	\$0	\$572,995	\$163,366,489	\$163,939,484	\$163,939,484	\$20,000,000
Continue to maintain viable presence	11	2028-2029	2028	\$0	\$538,615	\$153,564,500	\$154,103,115	\$154,103,115	\$154,103,115
	12	2029-2030	2029	\$0	\$506,298	\$144,350,630	\$144,856,928	\$144,856,928	\$144,856,928
	13	2030-2031	2030	\$0	\$475,920	\$135,689,592	\$136,165,513	\$136,165,513	\$136,165,513
	14	2031-2032	2031	\$0	\$447,365	\$127,548,217	\$127,995,582	\$127,995,582	\$127,995,582
	15	2032-2033	2032	\$0	\$420,523	\$119,895,324	\$120,315,847	\$120,315,847	\$120,315,847
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2033-2034	2033	\$0	\$395,292	\$112,701,604	\$113,096,896	\$113,096,896	\$113,096,896
	17	2034-2035	2034	\$0	\$371,574	\$105,939,508	\$106,311,082	\$106,311,082	\$106,311,082
	18	2035-2036	2035	\$0	\$349,280	\$99,583,138	\$99,932,417	\$99,932,417	\$99,932,417
	19	2036-2037	2036	\$0	\$328,323	\$93,608,149	\$93,936,472	\$93,936,472	\$93,936,472
	20	2037-2038	2037	\$0	\$308,624	\$87,991,660	\$88,300,284	\$88,300,284	\$88,300,284
	21	2038-2039	2038	\$0	\$300,000	\$87,300,000	\$87,600,000	\$87,600,000	\$87,600,000
	22	2039-2040	2039	\$0	\$300,000	\$87,300,000	\$87,600,000	\$87,600,000	\$87,600,000
	23	2040-2041	2040	\$0	\$300,000	\$87,300,000	\$87,600,000	\$87,600,000	\$87,600,000
	24	2041-2042	2041	\$0	\$300,000	\$87,300,000	\$87,600,000	\$87,600,000	\$87,600,000
	25	2042-2043	2042	\$0	\$300,000	\$87,300,000	\$87,600,000	\$87,600,000	\$87,600,000

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.
 Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date **May 11 2016**
 Applicant Name Willow Springs Windfarm, LLC
 ISD Name Haskell CISD

Form 50-296A
 Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
				Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2016-2017	2016	N/A	N/A	0	0	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2017-2018	2017	200 FTEs	40,000	0	0	
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2018-2019	2018	N/A	N/A	0	6	44,600
	2	2019-2020	2019	N/A	N/A	0	6	44,600
	3	2020-2021	2020	N/A	N/A	0	6	44,600
	4	2021-2022	2021	N/A	N/A	0	6	44,600
	5	2022-2023	2022	N/A	N/A	0	6	44,600
	6	2023-2024	2023	N/A	N/A	0	6	44,600
	7	2024-2025	2024	N/A	N/A	0	6	44,600
	8	2025-2026	2025	N/A	N/A	0	6	44,600
	9	2026-2027	2026	N/A	N/A	0	6	44,600
	10	2027-2028	2027	N/A	N/A	0	6	44,600
Years Following Value Limitation Period	11 through 25	2028-2043	2028-2042			0	6	44,600

Notes: See TAC 9.1051 for definition of non-qualifying jobs.
 Only include jobs on the project site in this school district.

- C1.** Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25) Yes No
 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)
 If yes, answer the following two questions:
- C1a.** Will the applicant request a job waiver, as provided under 313.025(f-1)? Yes No
- C1b.** Will the applicant avail itself of the provision in 313.021(3)(F)? Yes No

Schedule D: Other Incentives (Estimated)

Date
 Applicant Name
 ISD Name

May 11 2016
 Willow Springs Windfarm, LLC
 Haskell CISD

Form 50-296A
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Haskell County	2018	10 years	\$1,309,072	\$906,572	\$402,500
	Other: Rolling Plains Water District	N/A	N/A	\$40,687	\$0	\$40,687
	Other: Haskell County Memorial Hospital District	2018	10 Years	\$530,589	\$335,089	\$195,500
	Other: Haskell Water District #1	2018	10 Years	\$404,173	\$220,173	\$184,000
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A		N/A	
Texas Enterprise Fund	N/A	N/A	N/A		N/A	
Employee Recruitment	N/A	N/A	N/A		N/A	
Skills Development Fund	N/A	N/A	N/A		N/A	
Training Facility Space and Equipment	N/A	N/A	N/A		N/A	
Infrastructure Incentives	N/A	N/A	N/A		N/A	
Permitting Assistance	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
TOTAL				\$2,284,521	\$1,461,834	\$822,687

Additional information on incentives for this project:

Terms with Haskell County, Haskell County Memorial Hospital District, and Haskell Water District #1 have not been finalized. These agreements are expected to be secured in April and May.

Tab Item 15

Economic Impact Analysis

Not applicable.

Tab Item 16

Description of Reinvestment Zones

The project lies within two reinvestment zones, both created by the Haskell County Commissioners Court. Haskell County Reinvestment Zone (Exergy No. 1) was established by Order on March 1, 2012. Haskell County Reinvestment Zone (Willow Springs Wind Project) was established by Order on March 22, 2016. Documentation for both reinvestment zones follows.

**IN THE COMMISSIONERS COURT
OF
HASKELL COUNTY, TEXAS**

**ORDER NUNC PRO TUNC CREATING HASKELL COUNTY
REINVESTMENT ZONE, EXERGY NO. 1**

WHEREAS, on the 1st day of March, 2012, came on for consideration the Designation of a Reinvestment Zone pursuant to Chapter 312 of the Texas Tax Code, and

WHEREAS, although the Order Adopted that Date, and execute on March 27, 2012 refers to attachments being incorporated by reference. Attached to the Original Order was a Map as Exhibit A, and a Legal Description as Exhibit B, but the documents actually attached to that Order and Adopted on March 1, 2012, contain insufficient information to adequately and correctly describe of the actual geographic area to be included within the Reinvestment Zone.

This Nunc Pro Tunc Order, with Map and Legal Description attached, are intended to more fully and accurately describe the geographic region included within the Reinvestment Zone approved on March 1, 2012. The Map attached hereto as Exhibit A and the Legal Description attached hereto as Exhibit B, are true and correct documents which reflect the actual territory intended for inclusion in the March 1, 2012 Order, and which are in support of the Order and documents previously referenced in the Original Order of March 1, 2012.

WHEREAS, prior to the creation of the Haskell County Reinvestment Zone, Exergy No. 1, the Commissioners court made a determination that the application filed by Exergy Baker Ranch Wind Park, LLC, meets the applicable guidelines and criteria adopted by the Commissioners Court, and that a tax abatement agreement between the County and Exergy Baker Ranch Wind Park, LLC, would be in compliance with the established guidelines and criteria for tax abatement, and

WHEREAS, the Commissioners Court did conduct a public hearing, after due notice, as required by law, prior to the creation of a reinvestment zone, as required by Chapter 312 of the Texas Tax Code. After receiving public comment, the Commissioners Court hereby determines that the designation of an area as a reinvestment zone would contribute to the retention or expansion of primary employment in Haskell County, Texas, and would contribute to the economic development of the County,

THEREFORE, PREMISES CONSIDERED, the Commissioners Court of Haskell County, Texas does hereby create the Haskell County Reinvestment Zone, Exergy No. 1, as described more fully in the attachments to this Order, which are incorporated herein by reference and are to be filed in the minutes of the Commissioners Court with this Order.

It is further ORDERED by the Commissioners Court that the County Judge is hereby authorized to execute, on behalf of Haskell County, Texas, such documents as may be necessary to facilitate and implement this Order Nunc Pro Tunc.

Dated: Adopted on March 1, 2012, Originally Executed on March 27, 2012, and corrected by this Order Nunc Pro Tunc this 9th day of July, 2012.

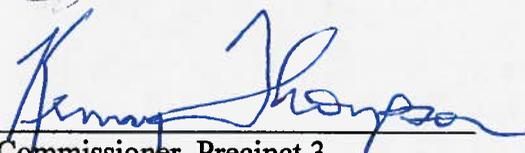


County Judge, Haskell County, Texas



Commissioner, Precinct 1

Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4

Attest:

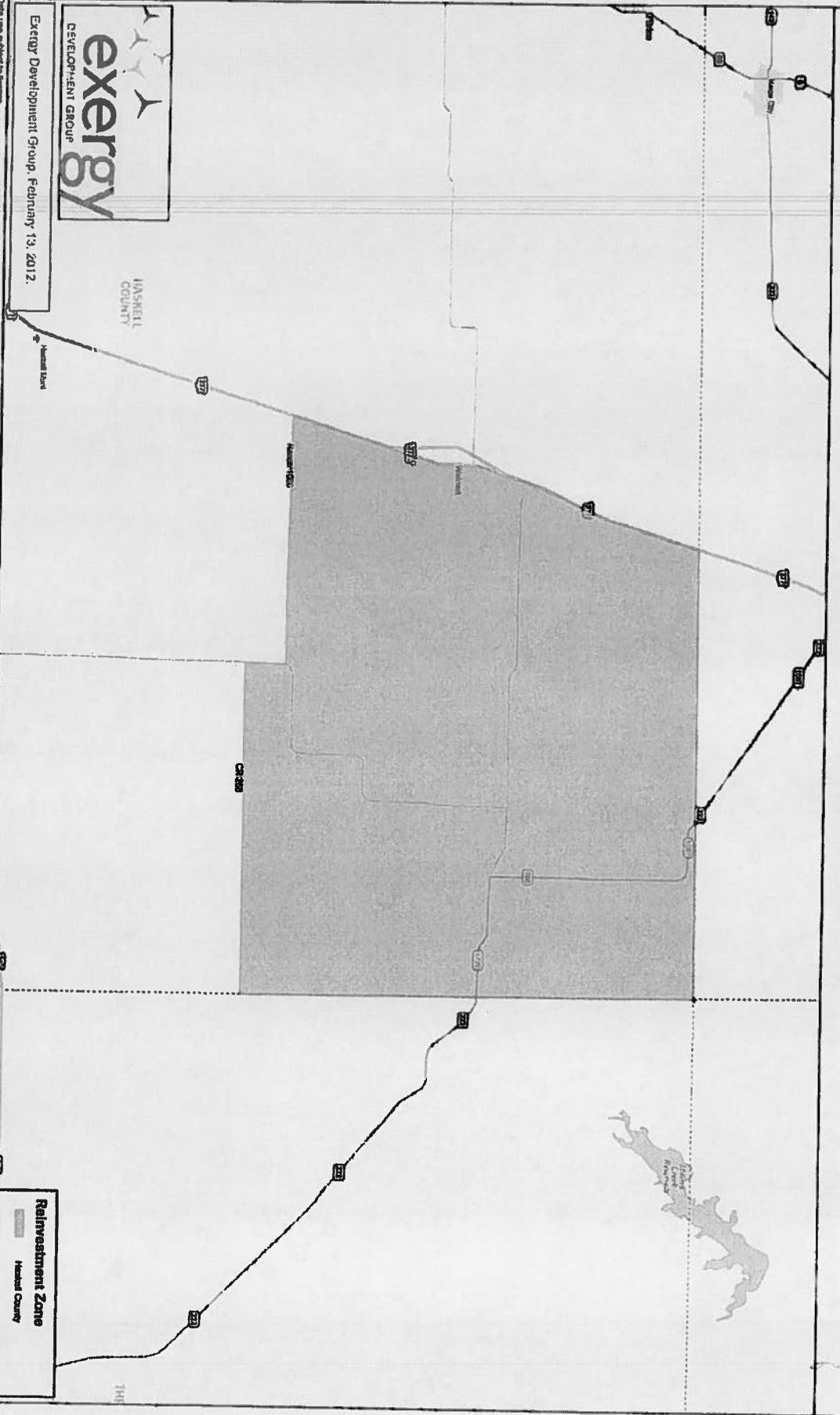


County Clerk, Haskell County, Texas

**EXHIBIT "A"- to ORDER NUNC PRO TUNC
CREATING HASKELL COUNTY REINVESTMENT ZONE, EXERGY NO. 1**

MAP

Exergy Baker Ranch Wind Park



Exergy Development Group, February 13, 2012.

Data not subject to license.
© Delorme, Mapbox 7.
www.delorme.com

Reinvestment Zone
Hanshill County



**EXHIBIT "B"- to ORDER NUNC PRO TUNC
CREATING HASKELL COUNTY REINVESTMENT ZONE, EXERGY NO. 1**

LEGAL DESCRIPTION

COMMENCING at the intersection of Haskell, Throckmorton, Knox, and Baylor Counties, being also the TRUE POINT OF BEGINNING;

THENCE, southerly, along the Haskell and Throckmorton county line, S 0.1° E, 9.78 miles;

THENCE, generally along CR268, West, 7.25 miles;

THENCE, generally along F-M 266, North, 0.86 miles;

THENCE, westerly, generally along Ranch 1080, N 89° W, 5.38 miles;

THENCE, northeasterly, generally along Highway 277, N 17.7° E, 9.24 miles.

THENCE, easterly, N 89.8° E, 9.77 miles to the TRUE POINT OF BEGINNING.

IN THE COMMISSIONERS COURT
OF
HASKELL COUNTY, TEXAS

**ORDER CREATING HASKELL COUNTY
REINVESTMENT ZONE, WILLOW SPRINGS WIND PROJECT**

WHEREAS, on the 22nd day of March, 2016, came on for consideration the Designation of a Reinvestment Zone pursuant to Chapter 312 of the Texas Tax Code, and

WHEREAS, prior to taking any action regarding the creation of a reinvestment zone pursuant to Section 312 of the Texas Tax Code, this Court has established guidelines and criteria governing tax abatement agreements by the County, and has stated that Haskell will become eligible to participate in tax abatement, and

WHEREAS, the Commissioners Court did conduct a public hearing, after due notice, as required by law, prior to the creation of a reinvestment zone, as required by Chapter 312 of the Texas Tax Code. After receiving public comment, the Commissioners Court hereby determines that the designation of an area as a reinvestment zone would contribute to the retention or expansion of primary employment in Haskell County, Texas, and would contribute to the economic development of the County,

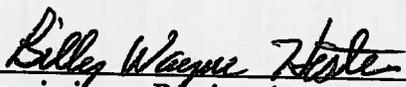
THEREFORE, PREMISES CONSIDERED, the Commissioners Court of Haskell County, Texas does hereby create the Haskell County Reinvestment Zone, Willow Springs Wind Project, in the geographic region more fully described in the Map attached hereto as Exhibit "A" and the Legal Description attached hereto as Exhibit B, which are true and correct documents which reflect the actual territory of the Reinvestment Zone, and which are incorporated herein by reference and are to be filed in the minutes of the Commissioners Court with this Order.

It is further ORDERED by the Commissioners Court that the County Judge is hereby authorized to execute, on behalf of Haskell County, Texas, such documents as may be necessary to facilitate and implement this Order Creating Haskell County Reinvestment Zone Willow Springs Wind Project.

Dated: Adopted on March 22, 2016, and Executed on 22nd March, 2016.



County Judge, Haskell County, Texas



Commissioner, Precinct 1



Commissioner, Precinct 2

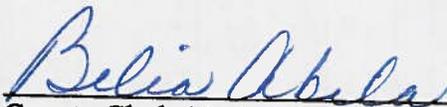


Commissioner, Precinct 3



Commissioner, Precinct 4

Attest:



County Clerk, Haskell County, Texas

**EXHIBIT "A" to
ORDER CREATING HASKELL COUNTY
REINVESTMENT ZONE, WILLOW SPRINGS WIND PROJECT**

MAP

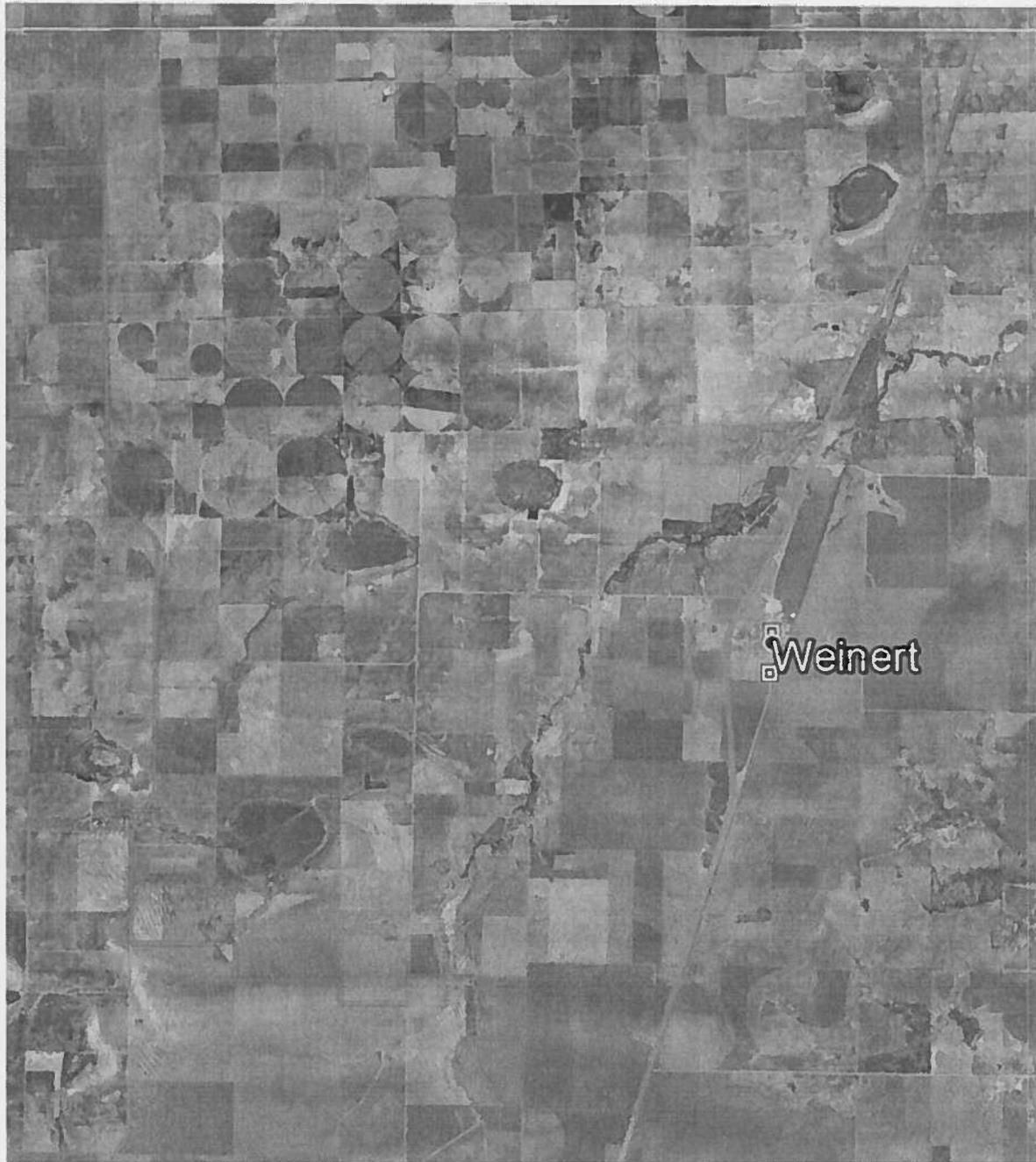


EXHIBIT "B" Page 1 to
ORDER CREATING HASKELL COUNTY
REINVESTMENT ZONE, WILLOW SPRINGS WIND PROJECT

LEGAL DESCRIPTION
WILLOW SPRINGS WIND PROJECT – REINVESTMENT ZONE

LEGAL DESCRIPTION: BEING APPROXIMATELY 30,537 ACRES OF LAND AND BEING ALL OF AND ANY PORTIONS OF SECTIONS: 135, A-849, 136, A-1013, 139, A-269, 140, A-638, 142, A-571, 143, A-266, 144, A-1126, A-1121, A-1095, A-1096, A-915, 145, A-850, 158, A-1150, A-1151, 159, A-270, 160, A-576, 161, A-279, 162, A-570, 163, A-274, 164, A-591, 165, A-695, 166, A-1062, A-1146, 176, A-1048, A-1105, A-1112, 177, A-271, 178, A-575, 179, A-275, 180, A-1060, A-1044, A-907, 181, A-267, 182, A-1068, A-1053, A-1074, A-1077, A-1078, A-1119, 183, A-879, 190, A-1055, 191, A-272, 192, A-619, 193, A-276, 194, A-938, 195, A-268, 196, A-975, A-987, A-1025, 197, A-848, 208, A-590, ALL IN BLOCK 45, H & TC RR. COMPANY SURVEY, MRS. A.M. ROBERTSON SURVEY NO. 2, A-644, JOHN C. CHESTER SURVEY NO. 3, A-649, MARGARETE WAGGONER SURVEY NO. 4, A-671, J.H. BONDS SURVEY NO. 4, A-457, CHARLES C. SPEERS SURVEY, A-477, A-383, A-384, JANE WILSON SURVEY, A-413, ANDREW DALY SURVEY, A-125, W.J. THORNTON SURVEY NO. 4, A-668, SARAH MCFERON SURVEY NO. 133, A-313, DEVEREAUX L. WOODLIEF SURVEY NO. 122, A-410, MCHENRY WENBURN SURVEY NO. 121, A-409, MRS. E.J. PARKER SURVEY NO. 3, A-663, JOSEPH FENNER SURVEY, A-491, CHARLES CALLIOT SURVEY, A-107 AND THE OLIVER SMITH SURVEY, A-371 LYING IN AND BEING SITUATED OUT OF HASKELL COUNTY, TEXAS: SAID 30,537 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of U.S. Highway 277 and the Knox County and Haskell County line for the approximate northeast corner of said Section 135 and the northeast corner hereof and having an approximate Latitude and Longitude of N 33.39868°, W 99.64171°;

THENCE generally along said U.S. Highway 277 the following 14 courses:

1. South 14°40'42" West a distance of 578.40 feet to a point for an angle point hereof;
2. South 18°14'07" West a distance of 6075.50 feet to a point for an angle point hereof;
3. South 19°10'54" West a distance of 3854.26 feet to a point for an angle point hereof;
4. South 27°09'21" West a distance of 1476.34 feet to a point for an angle point hereof;
5. South 26°57'35" West a distance of 5031.95 feet to a point for an angle point hereof;
6. South 25°51'06" West a distance of 2367.77 feet to a point for an angle point hereof;
7. South 19°16'56" West a distance of 4366.76 feet to a point for an angle point hereof;
8. South 30°53'41" West a distance of 2476.26 feet to a point for an angle point hereof ;
9. South 29°59'19" West a distance of 2922.39 feet to a point for an angle point hereof ;
10. South 17°59'59" West a distance of 570.65 feet to a point for an angle point hereof ;
11. South 09°56'54" West a distance of 745.80 feet to a point for an angle point hereof ;
12. South 02°44'32" East a distance of 6273.86 feet to a point for an angle point hereof ;
13. South 17°59'14" West a distance of 12481.09 feet to a point for an angle point hereof;

EXHIBIT "B" Page 2 to
ORDER CREATING HASKELL COUNTY
REINVESTMENT ZONE, WILLOW SPRINGS WIND PROJECT

14. South 19°04'45" West a distance of 2028.00 feet to a point at the approximate intersection of an unnamed road and said U.S. Highway 277 for the southeast corner hereof and having an approximate Latitude and Longitude of N 33.26625°, W 99.69234°;

THENCE North 87°30'00" West a distance of 4993.17 feet along said unnamed road to a point in County Road 223 for the southernmost southwest corner hereof and having an approximate Latitude and Longitude of N 33.26669°, W 99.70867°;

THENCE North 02°04'37" East a distance of 5633.53 feet along said County Road 223 to a point for a corner hereof and having an approximate Latitude and Longitude of N 33.28217°, W 99.70821°;

THENCE North 87°34'23" West a distance of 5213.25 feet crossing said Abstract No. 663 to a point in County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.28261°, W 99.72527°;

THENCE South 01°28'31" West a distance of 1241.96 feet along said County Road 207 to a point at the approximate intersection of County Road 120 and said County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.27920°, W 99.72532°;

THENCE generally along said County Road 120 the following 5 courses:

1. North 88°35'28" West a distance of 2987.51 feet along the approximate south line of said Abstract No. 384 to a point in the approximate east line of said Abstract No. 107 for a corner hereof;
2. North 00°52'34" East a distance of 928.33 feet along the approximate common line of said Abstract No. 384 and said Abstract No. 107 to a point for a corner hereof;
3. North 89°25'59" West a distance of 4617.44 feet crossing said Abstract No. 107 to a point in the approximate common line of said Abstract 371 and said Abstract No. 107 for a corner hereof;
4. North 00°31'56" East a distance of 1637.78 feet along said common line to a point for a corner hereof;
5. North 89°26'54" West a distance of 4654.08 feet crossing said Abstract No. 371 to a point in the approximate common line of the Joseph Korns Survey. Abstract No. 304 and said Abstract No. 371 and the apparent intersection of Farm to Market Highway 2163 and said County Road 120 for the most northerly southwest corner hereof and having an approximate Latitude and Longitude of N 33.28630°, W 99.76544°;

THENCE generally along said Farm to Market Highway 2163 the following 7 courses:

1. North 00°27'28" East a distance of 4879.34 feet to a point for an angle point hereof;
2. North 32°49'23" East a distance of 1880.80 feet to a point for an angle point hereof;

EXHIBIT "B" Page 3 to
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REINVESTMENT ZONE, WILLOW SPRINGS WIND PROJECT

3. North 00°34'30" East a distance of 11035.72 feet to a point for an angle point hereof;
4. North 27°47'11" West a distance of 553.33 feet to a point for an angle point hereof;
5. North 46°02'32" West a distance of 2368.32 feet to a point for an angle point hereof;
6. North 23°25'03" West a distance of 621.02 feet to a point for an angle point hereof;
7. North 01°05'49" West a distance of 20540.59 feet to a point in said Haskell County and Knox County line for the northwest corner hereof and having an approximate Latitude and Longitude of N 33.39821°, W 99.77175°;

THENCE generally along said Haskell County and Knox County line the following 2 courses:

1. South 89°33'10" East a distance of 26406.80 feet to a point for an angle point hereof;
2. South 89°40'14" East a distance of 13278.93 feet to the **POINT OF BEGINNING** and containing 30,537 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.

Note: THIS DIGITAL COPY IS PROVIDED FOR THE INSERTION INTO LEGAL DOCUMENTS.

Tab Item 17

Signature Pages

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here

Tyke Meinzer
Print Name (Authorized School District Representative)

VICE-PRESIDENT
Title

sign here

Tyke Meinzer
Signature (Authorized School District Representative)

3-28-16
Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here

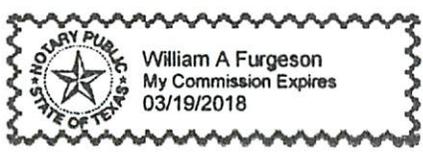
Philip Moore
Print Name (Authorized Company Representative (Applicant))

Vice President - Development
Title

sign here

[Signature]
Signature (Authorized Company Representative (Applicant))

March 28, 2016
Date



(Notary Seal)

GIVEN under my hand and seal of office this, the 25th day of MARCH, 2016

[Signature]
Notary Public in and for the State of Texas

My Commission expires: 03/19/2018

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.



Application for Appraised Value Limitation on Qualified Property

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here

Bice Alcorn
Print Name (Authorized School District Representative)

Superintendent
Title

sign here

[Signature]
Signature (Authorized School District Representative)

5-17-16
Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here

Philip Moore
Print Name (Authorized Company Representative (Applicant))

Vice President
Title

sign here

[Signature]
Signature (Authorized Company Representative (Applicant))

05-12-16
Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

12th day of May, 2016

[Signature]
Notary Public in and for the State of Texas

My Commission expires: 01-09-19

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.



Application for Appraised Value Limitation on Qualified Property

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here

Bill Alcorn
Print Name (Authorized School District Representative)

Superintendent
Title

sign here

[Handwritten Signature]
Signature (Authorized School District Representative)

6-8-16
Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here

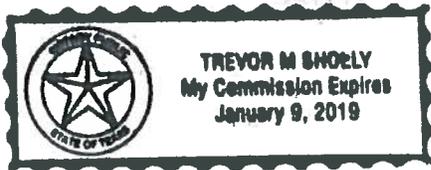
Philip Moore
Print Name (Authorized Company Representative (Applicant))

VICE PRESIDENT
Title

sign here

[Handwritten Signature]
Signature (Authorized Company Representative (Applicant))

6/7/2016
Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

7th day of June 2016

Notary Public in and for the State of Texas

My Commission expires: 1/9/19

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.



Franchise Tax Account Status

As of : 10/12/2016 17:09:24 PM

This Page is Not Sufficient for Filings with the Secretary of State

WILLOW SPRINGS WINDFARM, LLC	
Texas Taxpayer Number	32056698262
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/18/2015
Texas SOS File Number	0802178039
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

August 12, 2016

Bill Alcorn
Superintendent
Haskell Consolidated Independent School District
605 North Avenue East
Haskell, Texas 79521

Dear Superintendent Alcorn:

On June 10, 2016, the Comptroller issued written notice that Willow Springs Windfarm, LLC (the applicant) submitted a completed application (Application #1132) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted on April 6, 2016, to the Haskell Consolidated Independent School District (the school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

Determination required by 313.025(h)

Sec. 313.024(a)	Applicant is subject to tax imposed by Chapter 171.
Sec. 313.024(b)	Applicant is proposing to use the property for an eligible project.
Sec. 313.024(d)	Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
Sec. 313.024(d-2)	Not applicable to Application #1132.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period. See Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. See Attachment C.

Based on these determinations, the Comptroller does issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of June 10, 2016, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at Will.Counihan@cpa.texas.gov or by phone at 1-800-531-5441, ext. 6-0758, or direct in Austin at 512 936-0758.

Sincerely)



Mike Reissig
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Willow Springs Windfarm, LLC (the project) applying to Haskell Consolidated Independent School District (the district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d) (2).

Table 1 is a summary of investment, employment and tax impact of Willow Springs Windfarm LLC.

Applicant	Willow Springs Windfarm LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Haskell Consolidated ISD
Estimated 2014-2015 Average Daily Attendance	555
County	Haskell
Proposed Total Investment in District	\$292,000,000
Proposed Qualified Investment	\$292,000,000
Limitation Amount	\$20,000,000
Qualifying Time Period (Full Years)	2018-2019
Number of new qualifying jobs committed to by applicant*	6
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$858
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)A	\$856
Minimum annual wage committed to by applicant for qualified jobs	\$44,600
Minimum weekly wage required for non-qualifying jobs	\$618
Minimum annual wage required for non-qualifying jobs	\$32,123
Investment per Qualifying Job	\$48,666,667
Estimated M&O levy without any limit (15 years)	\$33,737,535
Estimated M&O levy with Limitation (15 years)	\$10,336,213
Estimated gross M&O tax benefit (15 years)	\$23,401,323
* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).	

Table 2 is the estimated statewide economic impact of Willow Springs Windfarm LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2015	0	0	0	\$0	\$0	\$0
2016	0	0	0	\$0	\$0	\$0
2017	200	176	376	\$8,000,000	\$14,094,727	\$22,094,727
2018	6	19	25	\$258,600	\$3,037,298	\$3,295,898
2019	6	14	20	\$258,600	\$2,304,877	\$2,563,477
2020	6	10	16	\$258,600	\$2,182,806	\$2,441,406
2021	6	10	16	\$258,600	\$1,938,666	\$2,197,266
2022	6	12	18	\$258,600	\$1,816,595	\$2,075,195
2023	6	12	18	\$258,600	\$1,816,595	\$2,075,195
2024	6	10	16	\$258,600	\$1,450,384	\$1,708,984
2025	6	17	23	\$258,600	\$1,694,525	\$1,953,125
2026	6	14	20	\$258,600	\$1,450,384	\$1,708,984
2027	6	15	21	\$258,600	\$1,938,666	\$2,197,266
2028	6	12	18	\$258,600	\$1,450,384	\$1,708,984
2029	6	8	14	\$258,600	\$1,206,244	\$1,464,844
2030	6	4	10	\$258,600	\$717,963	\$976,563
2031	6	2	8	\$258,600	\$717,963	\$976,563
2032	6	4	10	\$258,600	\$229,681	\$488,281

Source: CPA, REMI, Willow Springs Windfarm LLC

Table 3 examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Haskell ISD I&S Tax Levy	Haskell ISD M&O Tax Levy	Haskell ISD M&O and I&S Tax Levies	Haskell County Tax Levy	Haskell County Memorial Hospital District Tax Levy	Haskell Water District #1	Estimated Total Property Taxes
			0.0486	1.1700			0.5825	0.2363	0.1812	
2018	\$286,109,898	\$286,109,898		\$139,049	\$3,347,486	\$3,486,535	\$1,666,590	\$676,078	\$518,431	\$6,347,634
2019	\$268,943,304	\$268,943,304		\$130,706	\$3,146,637	\$3,277,343	\$1,566,595	\$635,513	\$487,325	\$5,966,776
2020	\$252,806,706	\$252,806,706		\$122,864	\$2,957,838	\$3,080,703	\$1,472,599	\$597,382	\$458,086	\$5,608,770
2021	\$237,638,303	\$237,638,303		\$115,492	\$2,780,368	\$2,895,860	\$1,384,243	\$561,539	\$430,601	\$5,272,243
2022	\$223,380,005	\$223,380,005		\$108,563	\$2,613,546	\$2,722,109	\$1,301,189	\$527,847	\$404,765	\$4,955,909
2023	\$209,977,205	\$209,977,205		\$102,049	\$2,456,733	\$2,558,782	\$1,223,117	\$496,176	\$380,479	\$4,658,554
2024	\$197,378,572	\$197,378,572		\$95,926	\$2,309,329	\$2,405,255	\$1,149,730	\$466,406	\$357,650	\$4,379,041
2025	\$185,535,858	\$185,535,858		\$90,170	\$2,170,770	\$2,260,940	\$1,080,746	\$438,421	\$336,191	\$4,116,299
2026	\$174,403,707	\$174,403,707		\$84,760	\$2,040,523	\$2,125,284	\$1,015,902	\$412,116	\$316,020	\$3,869,321
2027	\$163,939,484	\$163,939,484		\$79,675	\$1,918,092	\$1,997,767	\$954,947	\$387,389	\$297,058	\$3,637,161
2028	\$154,103,115	\$154,103,115		\$74,894	\$1,803,006	\$1,877,901	\$897,651	\$364,146	\$279,235	\$3,418,932
2029	\$144,856,928	\$144,856,928		\$70,400	\$1,694,826	\$1,765,227	\$843,792	\$342,297	\$262,481	\$3,213,796
2030	\$136,165,513	\$136,165,513		\$66,176	\$1,593,136	\$1,659,313	\$793,164	\$321,759	\$246,732	\$3,020,968
2031	\$127,995,582	\$127,995,582		\$62,206	\$1,497,548	\$1,559,754	\$745,574	\$302,454	\$231,928	\$2,839,710
2032	\$120,315,847	\$120,315,847		\$58,474	\$1,407,695	\$1,466,169	\$700,840	\$284,306	\$218,012	\$2,669,327
			Total	\$1,401,405	\$33,737,535	\$35,138,941	\$16,796,679	\$6,813,829	\$5,224,993	\$63,974,441

Source: CPA, Willow Springs Windfarm LLC

¹Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Haskell County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with Haskell

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Haskell County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with Haskell County, Rolling Plains Water District, Haskell County Memorial Hospital District and Haskell Water District #1.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Table 4 Estimated Direct Ad Valorem Taxes with all property tax incentives sought										
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Haskell ISD I&S Tax Levy	Haskell ISD M&O Tax Levy	Haskell ISD M&O and I&S Tax Levies	Haskell County Tax Levy	Haskell County Memorial Hospital District Tax Levy	Haskell Water District #1	Estimated Total Property Taxes
2018	\$286,109,898	\$20,000,000		\$139,049	\$234,000	\$373,049	\$933,290	\$283,953	\$114,933	\$1,705,226
2019	\$268,943,304	\$20,000,000		\$130,706	\$234,000	\$364,706	\$877,293	\$266,915	\$108,037	\$1,616,952
2020	\$252,806,706	\$20,000,000		\$122,864	\$234,000	\$356,864	\$824,655	\$250,901	\$101,555	\$1,533,975
2021	\$237,638,303	\$20,000,000		\$115,492	\$234,000	\$349,492	\$775,176	\$235,847	\$95,462	\$1,455,977
2022	\$223,380,005	\$20,000,000		\$108,563	\$234,000	\$342,563	\$728,666	\$221,696	\$89,734	\$1,382,658
2023	\$209,977,205	\$20,000,000		\$102,049	\$234,000	\$336,049	\$684,946	\$208,394	\$84,350	\$1,313,738
2024	\$197,378,572	\$20,000,000		\$95,926	\$234,000	\$329,926	\$643,849	\$195,890	\$79,289	\$1,248,954
2025	\$185,535,858	\$20,000,000		\$90,170	\$234,000	\$324,170	\$605,218	\$184,137	\$74,532	\$1,188,057
2026	\$174,403,707	\$20,000,000		\$84,760	\$234,000	\$318,760	\$568,905	\$173,089	\$70,060	\$1,130,814
2027	\$163,939,484	\$20,000,000		\$79,675	\$234,000	\$313,675	\$534,771	\$162,703	\$65,856	\$1,077,005
2028	\$154,103,115	\$154,103,115		\$74,894	\$1,803,006	\$1,877,901	\$897,651	\$364,146	\$364,146	\$3,503,843
2029	\$144,856,928	\$144,856,928		\$70,400	\$1,694,826	\$1,765,227	\$843,792	\$342,297	\$342,297	\$3,293,612
2030	\$136,165,513	\$136,165,513		\$66,176	\$1,593,136	\$1,659,313	\$793,164	\$321,759	\$321,759	\$3,095,995
2031	\$127,995,582	\$127,995,582		\$62,206	\$1,497,548	\$1,559,754	\$745,574	\$302,454	\$302,454	\$2,910,236
2032	\$120,315,847	\$120,315,847		\$58,474	\$1,407,695	\$1,466,169	\$700,840	\$284,306	\$284,306	\$2,735,621
			Total	\$1,401,405	\$10,336,213	\$11,737,618	\$11,157,789	\$3,798,486	\$2,498,769	\$29,192,662
			Diff	\$0	\$23,401,323	\$23,401,323	\$5,638,890	\$3,015,343	\$4,315,060	\$29,556,786

Source: CPA, Willow Springs Windfarm LLC

¹Tax Rate per \$100 Valuation

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment B – Tax Revenue before 25th Anniversary of Limitation Start

This represents the Comptroller’s determination that Willow Springs Windfarm LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy and direct, indirect and induced tax effects from project employment directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2015	\$0	\$0	\$0	\$0
	2016	\$0	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2018	\$234,000	\$234,000	\$3,113,486	\$3,113,486
	2019	\$234,000	\$468,000	\$2,912,637	\$6,026,122
	2020	\$234,000	\$702,000	\$2,723,838	\$8,749,961
	2021	\$234,000	\$936,000	\$2,546,368	\$11,296,329
	2022	\$234,000	\$1,170,000	\$2,379,546	\$13,675,875
	2023	\$234,000	\$1,404,000	\$2,222,733	\$15,898,608
	2024	\$234,000	\$1,638,000	\$2,075,329	\$17,973,938
	2025	\$234,000	\$1,872,000	\$1,936,770	\$19,910,707
	2026	\$234,000	\$2,106,000	\$1,806,523	\$21,717,231
	2027	\$234,000	\$2,340,000	\$1,684,092	\$23,401,323
Maintain Viable Presence (5 Years)	2028	\$1,803,006	\$4,143,006	\$0	\$23,401,323
	2029	\$1,694,826	\$5,837,833	\$0	\$23,401,323
	2030	\$1,593,136	\$7,430,969	\$0	\$23,401,323
	2031	\$1,497,548	\$8,928,517	\$0	\$23,401,323
	2032	\$1,407,695	\$10,336,213	\$0	\$23,401,323
Additional Years as Required by 313.026(c)(1) (10 Years)	2033	\$1,323,234	\$11,659,446	\$0	\$23,401,323
	2034	\$1,243,840	\$12,903,286	\$0	\$23,401,323
	2035	\$1,169,209	\$14,072,495	\$0	\$23,401,323
	2036	\$1,099,057	\$15,171,552	\$0	\$23,401,323
	2037	\$1,033,113	\$16,204,665	\$0	\$23,401,323
	2038	\$1,024,920	\$17,229,585	\$0	\$23,401,323
	2039	\$1,024,920	\$18,254,505	\$0	\$23,401,323
	2040	\$1,024,920	\$19,279,425	\$0	\$23,401,323
	2041	\$1,024,920	\$20,304,345	\$0	\$23,401,323
	2042	\$1,024,920	\$21,329,265	\$0	\$23,401,323

\$21,329,265

is less than

\$23,401,323

Analysis Summary

Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?

No

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.

Source: Willow Springs Windfarm LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	0	0	0	\$0	\$0	\$0	0	0	\$0
2016	0	0	0	\$0	\$0	\$0	0	0	\$0
2017	200	176	376	\$8,000,000	\$14,094,727	\$22,094,727	1182556.2	-679016.1	\$1,861,572
2018	6	19	25	\$258,600	\$3,037,298	\$3,295,898	175476.1	236511.2	-\$61,035
2019	6	14	20	\$258,600	\$2,304,877	\$2,563,477	160217.3	251770	-\$91,553
2020	6	10	16	\$258,600	\$2,182,806	\$2,441,406	144958.5	259399.4	-\$114,441
2021	6	10	16	\$258,600	\$1,938,666	\$2,197,266	137329.1	213623	-\$76,294
2022	6	12	18	\$258,600	\$1,816,595	\$2,075,195	122070.3	205993.7	-\$83,923
2023	6	12	18	\$258,600	\$1,816,595	\$2,075,195	99182.1	183105.5	-\$83,923
2024	6	10	16	\$258,600	\$1,450,384	\$1,708,984	129699.7	167846.7	-\$38,147
2025	6	17	23	\$258,600	\$1,694,525	\$1,953,125	160217.3	152587.9	\$7,629
2026	6	14	20	\$258,600	\$1,450,384	\$1,708,984	160217.3	122070.3	\$38,147
2027	6	15	21	\$258,600	\$1,938,666	\$2,197,266	160217.3	91552.7	\$68,665
2028	6	12	18	\$258,600	\$1,450,384	\$1,708,984	91552.7	83923.3	\$7,629
2029	6	8	14	\$258,600	\$1,206,244	\$1,464,844	83923.3	91552.7	-\$7,629
2030	6	4	10	\$258,600	\$717,963	\$976,563	45776.4	53405.8	-\$7,629
2031	6	2	8	\$258,600	\$717,963	\$976,563	30517.6	15258.8	\$15,259
2032	6	4	10	\$258,600	\$229,681	\$488,281	7629.4	-7629.4	\$15,259
2033	6	4	10	\$258,600	\$473,822	\$732,422	-7629.4	-61035.2	\$53,406
2034	6	(0)	6	\$258,600	\$473,822	\$732,422	-53405.8	-68664.6	\$15,259
2035	6	(2)	4	\$258,600	-\$258,600	\$0	-99182.1	-83923.3	-\$15,259
2036	6	(2)	4	\$258,600	-\$258,600	\$0	-144958.5	-160217.3	\$15,259
2037	6	(2)	4	\$258,600	-\$502,741	-\$244,141	-160217.3	-190734.9	\$30,518
2038	6	(6)	0	\$258,600	-\$991,022	-\$732,422	-167846.7	-213623	\$45,776
2039	6	(6)	0	\$258,600	-\$746,881	-\$488,281	-152587.9	-267028.8	\$114,441
2040	6	(4)	2	\$258,600	-\$1,479,303	-\$1,220,703	-183105.5	-335693.4	\$152,588
2041	6	(4)	2	\$258,600	-\$991,022	-\$732,422	-152587.9	-373840.3	\$221,252
2042	6	(2)	4	\$258,600	-\$746,881	-\$488,281	-167846.7	-373840.3	\$205,994
Total							\$1,602,173	-\$686,646	\$2,288,818
							\$23,618,083	is greater than	\$23,401,323
Analysis Summary									
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?								Yes	

Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

Determination

The Comptroller has determined that the limitation on appraised value is a determining factor in the Willow Springs Windfarm LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant in Tab 5 of the application:
 - a) The project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate the applicant to construct the project.
 - b) The applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics.
 - c) The applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds.
 - d) This appraised value limitation is critical to the ability of the project to move forward as currently sited.
 - e) Without the available tax incentives, the economics of the project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease.

- f) The applicant for this project is competing against other developers who have been offered or are in the process of applying for value limitation agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this project.
- g) Without the limitation approval, the applicant would likely terminate the project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.
- Per Comptroller research:
 - a) According to the “Regional Energy Update (Feb-March 2016)”, published online by the West Texas Energy Consortium: “The first phase of the wind farm is scheduled for completion in December 2016 and encompasses 30,000 acres of land. Construction of an extension of phase one will begin in the coming months and will encompass an additional 20,000 to 30,000 acres. The second phase should come onto the grid in December 2017 and produce a total of 200 megawatts between the two phases. Construction of the wind farm will peak in the 3-4 months with an estimated 300 jobs total brought to the region.”
[https://wtxec.org/images/news_accordion/2016/WTxEC%20Newsletter%20FebruaryMarch%202016.pdf.]

Supporting Information

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Supporting Information

Section 8 of the Application for
a Limitation on Appraised Value

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? Yes No
2. The property will be used for one of the following activities:
 - (1) manufacturing Yes No
 - (2) research and development Yes No
 - (3) a clean coal project, as defined by Section 5.001, Water Code Yes No
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code Yes No
 - (5) renewable energy electric generation Yes No
 - (6) electric power generation using integrated gasification combined cycle technology Yes No
 - (7) nuclear electric power generation Yes No
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) Yes No
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051 Yes No
3. Are you requesting that any of the land be classified as qualified investment? Yes No
4. Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
5. Will any of the proposed qualified investment be leased under an operating lease? Yes No
6. Are you including property that is owned by a person other than the applicant? Yes No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? Yes No

SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements (<i>complete Section 13</i>)
<input type="checkbox"/> Expansion of existing operation on the land (<i>complete Section 13</i>)	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? Yes No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project? Yes No
3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location? Yes No
5. Has the applicant received any local or state permits for activities on the proposed project site? Yes No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
7. Is the applicant evaluating other locations not in Texas for the proposed project? Yes No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? Yes No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

Supporting Information

Attachments provided in Tab 5
of the Application for a
Limitation on Appraised Value

Tab Item 5

Documentation to assist in determining if limitation is a determining factor:

Willow Springs Windfarm, LLC (“Willow Springs”) is a Delaware limited liability company. Willow Springs has one member with 100% ownership, Lincoln Clean Energy, LLC (“LCE”). LCE has successfully developer projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project.

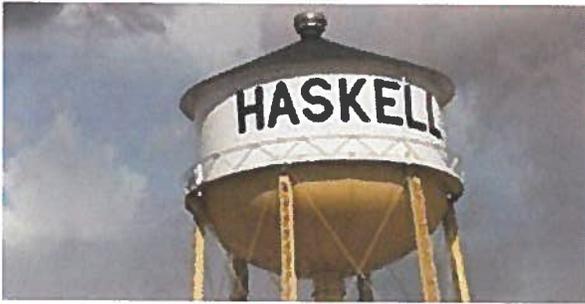
In order for the project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2015. This work consisted of earth-moving to prepare two holes for turbine foundations (though foundations were not installed) and installation of approximately 2,000 linear feet of road connecting the two foundation holes. These were not deemed taxable improvements by the Haskell County Central Appraisal District and no tax bill was delivered. The Applicant’s completion of this minor amount of PTC qualification work does in no way legally or financially commit it to constructing the project in Haskell County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. This appraised value limitation is critical to the ability of the Project to move forward as currently sited.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller



Shining the light on Haskell

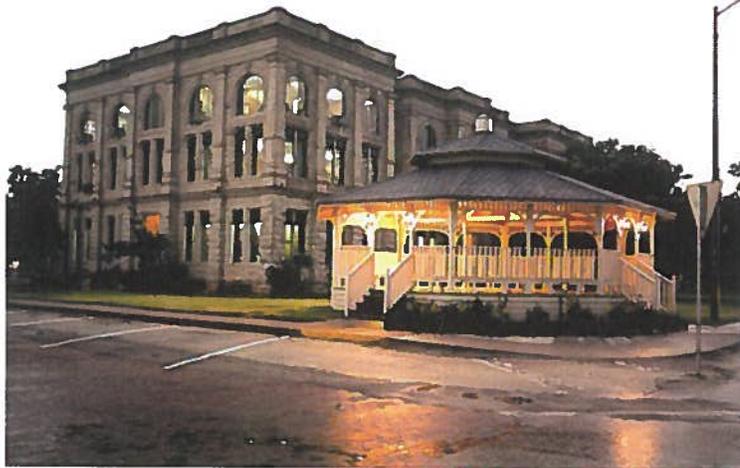
Small town with a historic start and a bright future

In a small community 55 miles north of Abilene and 100 miles south of Wichita Falls, a big breeze is blowing through and it's bringing waves of new development. Haskell, Texas has all the charm of a traditional West Texas town. Cotton fields, Friday night football games, and family owned businesses where they treat customers like friends. Home to 3,322 residents, Haskell's motto is "Deep Roots. Bright Horizons." True to their word, the historic start to this West Texas town is a nice complement to its future.

Haskell was founded in 1885 by the state legislature in honor of the Texas Revolutionary war hero Charles Ready Haskell. It is the county seat and center of commerce for Haskell County, as well as many surrounding towns. Shortly before World War II, the Lawson oilfield was discovered just outside of the city limits. As with many towns around the region, Haskell has weathered the booms and busts of the oil and gas industry over the years. The most recent downturn is no different, but this time there's an added excitement around a different type of energy.

The Alamo 7 Solar Project, presently under development, is a 1,200 acre solar farm capable of producing 106 megawatts of power

once construction is complete. The project broke ground approximately 6 months ago and is expected to open in December 2017. Over 400 people are currently employed in the building phase of the plant with Mortenson Construction. Upon



completion, the solar farm will add 8-10 permanent jobs to the local economy.

Not to be outdone by the emergence of solar energy facilities in the area, wind energy is still staking a claim in the West Texas energy game. Lincoln Clean Energy currently has a large scale wind farm project underway in Northeastern Haskell County. The first phase of the wind farm is scheduled for completion in December 2016 and encompasses 30,000 acres of land. Construction on an extension of phase one will begin in the coming months and will encompass an additional

20,000 to 30,000 acres. The second phase should come onto the grid in December 2017 and produce a total of 200 megawatts between the two phases. Building efforts on the wind farm will peak in the next 3-4 months with an estimated 300 jobs total brought to the region.

According to Wallace Emerson, the Executive Director/CEO of the Development Corporation of Haskell, many of the workers hired for both the solar project and wind project are residents who were previously laid off from jobs in the oil

and gas industry. "We are very blessed currently to have the opportunity to put many of our laid off oilfield workers back to work," said Emerson. "It's really a boon for our local economy." Investments like this can make a big difference in a small town. The future indeed looks bright in Haskell, Texas.



**Summary of the District's Financial Impact
of Chapter 313 Agreement
with Willow Springs Windfarm, LLC**

August 25, 2016

McDowell & Brown, LLC
School Finance Consulting

Haskell CISD Financial Impact of Chapter 313 Agreement

Summary of Haskell CISD Financial Impact of the Limited Appraised Value Application from Willow Springs Windfarm, LLC

Introduction

Willow Springs Windfarm, LLC applied for a property value limitation from Haskell Consolidated Independent School District under Chapter 313 of the Tax Code. The application was submitted on March 28, 2016 and subsequently approved for consideration by the Haskell CISD Board of Trustees. Willow Springs Windfarm, LLC (“Willow Springs”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

“The Economic Development Act “, Tax Code Chapter 313, was created by House Bill 1200 of the 77th Texas Legislature in 2001. Further amendments were made to Chapter 313 as a result of House Bill 1470 from the 80th Texas Legislative Session in 2007.

The Economic Development Act was created to attract qualifying businesses to Texas by allowing school districts the option of approving a property value limitation to these qualifying entities. The purpose of the property value limitation is to reduce the maintenance and operations taxes paid by the company, to a school district during the applicable years as displayed below.

Haskell CISD Financial Impact of Chapter 313 Agreement

The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement (“LAVA” or “Agreement”) to begin the following tax year or a later year if agreed upon by the District and the Company.

Years Prior to Start of Value Limitation Period:

The first two years of the agreement are considered the “Prior to Start of Value Limitation Period” and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant has requested that tax years 2016 and 2017 be considered the years that are Prior to the Start of Value Limitation Period.

Value Limitation Period:

During the ten years of the Value Limitation Period, the qualifying entity’s taxable value will be reduced to the minimum qualified investment for the applicable school district as determined by the State Comptroller’s Office. Haskell CISD is considered a Rural category 3 District as categorized with total taxable value of industrial property of at least \$1 million but less than \$90 million. Thus, Haskell CISD has a minimum qualified investment amount of \$10 million and a minimum limitation amount of \$20 million. A qualifying entity’s taxable value would be reduced to \$20 million during this ten year period of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Haskell CISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy. The applicant has requested that the Value Limitation Period to begin in tax year 2018 and continue through tax year 2027.

Final Five Years of the Agreement – Continue to Maintain a Viable Presence:

Tax years 2028 through 2032 will be the final five years of the agreement and the applicant agrees to maintain a viable presence with this project during this time.

Haskell CISD Financial Impact of Chapter 313 Agreement

Taxable Value Projections from Application

The following data shows the projected taxable values that Willow Springs reported in the application to the District:

	Year	School Year	Tax Year	Projected Taxable Value	Actual Taxable Value
Each Year Prior to Start of Value Limitation Period	0	2016-2017	2016	\$0	\$0
	0	2017-2018	2017	\$0	\$0
Value Limitation Period	1	2018-2019	2018	\$286,109,898	\$20,000,000
	2	2019-2020	2019	\$268,943,304	\$20,000,000
	3	2020-2021	2020	\$252,806,706	\$20,000,000
	4	2021-2022	2021	\$237,638,303	\$20,000,000
	5	2022-2023	2022	\$223,380,005	\$20,000,000
	6	2023-2024	2023	\$209,977,205	\$20,000,000
	7	2024-2025	2024	\$197,378,572	\$20,000,000
	8	2025-2026	2025	\$185,535,858	\$20,000,000
	9	2026-2027	2026	\$174,403,707	\$20,000,000
	10	2027-2028	2027	\$163,939,484	\$20,000,000
Continue to Maintain Viable Presence	11	2028-2029	2028	\$154,103,115	\$154,103,115
	12	2029-2030	2029	\$144,856,928	\$144,856,928
	13	2030-2031	2030	\$136,165,513	\$136,165,513
	14	2031-2032	2031	\$127,995,582	\$127,995,582
	15	2032-2033	2032	\$120,315,847	\$120,315,847
Additional Years for 25 Year Economic Impact Study	16	2033-2034	2033	\$113,096,896	\$113,096,896
	17	2034-2035	2034	\$106,311,082	\$106,311,082
	18	2035-2036	2035	\$99,932,417	\$99,932,417
	19	2036-2037	2036	\$93,936,472	\$93,936,472
	20	2037-2038	2037	\$88,300,284	\$88,300,284
	21	2038-2039	2038	\$87,600,000	\$87,600,000
	22	2039-2040	2039	\$87,600,000	\$87,600,000
	23	2040-2041	2040	\$87,600,000	\$87,600,000
	24	2041-2042	2041	\$87,600,000	\$87,600,000
	25	2042-2043	2042	\$87,600,000	\$87,600,000

Haskell CISD Financial Impact of Chapter 313 Agreement

Taxable Value Impact from LAVA

The “Additional Value from Willow Springs Windfarm” represents the values that the company estimated as their taxable values in the application that was filed with the district. During tax years 2018 through 2027, the company’s taxable value will be limited to the \$20,000,000 minimum limitation amount of Haskell CISD.

TABLE I- Calculation of Taxable Value:

Tax Year	Additional Value From Willow Springs Windfarm	Minimum Qualified Investment	Abated Value	Taxable Value
Jan. 1, 2016	0	n/a	0	0
Jan. 1, 2017	0	n/a	0	0
Jan. 1, 2018	286,109,898	(20,000,000)	266,109,898	20,000,000
Jan. 1, 2019	268,943,304	(20,000,000)	248,943,304	20,000,000
Jan. 1, 2020	252,806,706	(20,000,000)	232,806,706	20,000,000
Jan. 1, 2021	237,638,303	(20,000,000)	217,638,303	20,000,000
Jan. 1, 2022	223,380,005	(20,000,000)	203,380,005	20,000,000
Jan. 1, 2023	209,977,205	(20,000,000)	189,977,205	20,000,000
Jan. 1, 2024	197,378,572	(20,000,000)	177,378,572	20,000,000
Jan. 1, 2025	185,535,858	(20,000,000)	165,535,858	20,000,000
Jan. 1, 2026	174,403,707	(20,000,000)	154,403,707	20,000,000
Jan. 1, 2027	163,939,484	(20,000,000)	143,939,484	20,000,000
Jan. 1, 2028	154,103,115	n/a	0	154,103,115
Jan. 1, 2029	144,856,928	n/a	0	144,856,928
Jan. 1, 2030	136,165,513	n/a	0	136,165,513
Jan. 1, 2031	127,995,582	n/a	0	127,995,582
Jan. 1, 2032	120,315,847	n/a	0	120,315,847

Haskell CISD Financial Impact of Chapter 313 Agreement

Willow Spring's Tax Benefit from Agreement

The projected amount of the net tax savings for Willow Springs is \$20.59 million over the life of the Agreement. This net savings is after all tax savings and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement.

Haskell CISD's projected tax rates for maintenance & operations (M&O) and interest & sinking (I&S) are based on the following assumptions:

- The District held a tax ratification election and the study projects that it will maintain an M&O tax rate of \$1.17 for the life of this agreement. The M&O rates for 2018-2019 and 2028-2029 is projected to drop to \$1.13 & \$1.04 respectfully, due to the rollback tax rate calculations.
- The district has outstanding bonds that are scheduled to payoff in 2022 and currently have a \$.0486 I&S tax rate. This district's annual debt payments are approximately \$84,000 per year through 2022 and the debt rates below are calculated rates using the projected taxable values with the addition of Willow Springs estimated taxable values. The district could pursue a bond election and issue additional bonded debt during the life of this agreement.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2016-2017	1.170	0.049	0	0	0	0
2017-2018	1.170	0.050	0	0	0	0
2018-2019	1.130	0.018	3,233,042	3,007,042	(2,697,844)	309,198
2019-2020	1.170	0.019	3,146,637	2,912,637	0	2,912,637
2020-2021	1.170	0.020	2,957,838	2,723,838	0	2,723,838
2021-2022	1.170	0.020	2,780,368	2,546,368	0	2,546,368
2022-2023	1.170	0.000	2,613,546	2,379,546	0	2,379,546
2023-2024	1.170	0.000	2,456,733	2,222,733	0	2,222,733
2024-2025	1.170	0.000	2,309,329	2,075,329	0	2,075,329
2025-2026	1.170	0.000	2,170,770	1,936,770	0	1,936,770
2026-2027	1.170	0.000	2,040,523	1,806,523	0	1,806,523
2027-2028	1.170	0.000	1,918,092	1,684,092	0	1,684,092
2028-2029	1.040	0.000	1,602,672	0	0	0
2029-2030	1.170	0.000	1,694,826	0	0	0
2030-2031	1.170	0.000	1,593,136	0	0	0
2031-2032	1.170	0.000	1,497,548	0	0	0
2032-2033	1.170	0.000	1,407,695	0	0	0
Totals			33,422,757	23,294,879	(2,697,844)	20,597,035

Haskell CISD Financial Impact of Chapter 313 Agreement

Financial Impact Study

This Financial Impact Study was performed to determine the financial impact of the Limited Appraised Value Agreement on Haskell CISD. First, a fifteen year financial forecast was prepared to establish a baseline without the added values of the renewable energy electric generation company. Second, a fifteen year financial forecast was prepared that incorporated the additional taxable value of the company without a LAVA in effect. Third, a fifteen year financial forecast was prepared that incorporates the additional taxable value of the company with an approved LAVA. These three forecasts are detailed in the “Calculation of LAVA Impact on District’s Finances” section. The following assumptions were used to compare the financial impact of the LAVA:

- The current state funding formulas (in effect for 2016-2017 fiscal year) were used for state aid and recapture calculation purposes
 - Level 2 of Tier II yield - \$77.53 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district’s tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2015.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 1% was used to project the district’s taxable value, except as it related to the requested LAVA. The district’s 2015 taxable value was used as a baseline for all projections
- The district’s enrollment is projected to decrease slightly; therefore, the projected ADA and WADA for school year 2015-2016 was decreased by .25% per year for the life of the agreement.

Although these assumptions were used to develop a baseline scenario for comparison purposes, many of these factors will not remain constant for the fifteen years of this proposed agreement. Also, Legislative changes to the school finance formulas are likely during the near future and almost certain during the life of this agreement.

Haskell CISD Financial Impact of Chapter 313 Agreement

Calculation of LAVA Impact on District's Finances

The tables displayed below (Table III, IV, V) show the different impacts on the school district's finances. These scenarios were computed to compare the District's revenue without the additional taxable value of Willow Springs (Table III), the addition of Willow Spring's taxable values without a Chapter 313 Agreement (Table IV), and the addition of Willow Spring's taxable values with a Chapter 313 Agreement (Table V).

TABLE III – District Revenues *without* Willow Springs Windfarm, LLC:

Fiscal Year	Total Taxable Value	M&O Taxes Compressed Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
2016-2017	166,265,145	1,654,572	3,696,768	0	5,351,340	804,238	6,155,579
2017-2018	167,927,796	1,671,032	3,746,483	0	5,417,515	839,514	6,257,029
2018-2019	169,607,074	1,687,657	3,714,221	0	5,401,878	837,373	6,239,251
2019-2020	171,303,145	1,704,448	3,687,001	0	5,391,449	835,237	6,226,687
2020-2021	173,016,177	1,721,407	3,654,407	0	5,375,814	833,108	6,208,922
2021-2022	174,746,338	1,738,536	3,626,851	0	5,365,386	830,984	6,196,371
2022-2023	176,493,802	1,755,836	3,591,845	0	5,347,680	828,866	6,176,547
2023-2024	178,258,740	1,773,309	3,566,012	0	5,339,321	826,754	6,166,075
2024-2025	180,041,327	1,790,956	3,532,728	0	5,323,684	824,648	6,148,332
2025-2026	181,841,740	1,808,780	3,504,481	0	5,313,261	822,548	6,135,809
2026-2027	183,660,158	1,826,783	3,470,839	0	5,297,621	820,453	6,118,074
2027-2028	185,496,759	1,844,965	3,442,231	0	5,287,196	818,364	6,105,560
2028-2029	187,351,727	1,863,329	3,408,228	0	5,271,557	816,281	6,087,837
2029-2030	189,225,244	1,881,877	3,378,581	0	5,260,458	814,203	6,074,661
2030-2031	191,117,497	1,900,610	3,344,884	0	5,245,495	812,131	6,057,625
2031-2032	193,028,672	1,919,531	3,315,538	0	5,235,069	810,064	6,045,133
2032-2033	194,958,958	1,938,641	3,280,791	0	5,219,431	808,004	6,027,435

Haskell CISD Financial Impact of Chapter 313 Agreement

TABLE IV- District Revenues with Willow Spring Windfarm without Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	M&O Taxes Compressed Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
2016-2017	166,265,145	1,654,572	3,696,768	0	5,351,340	804,238	6,155,579
2017-2018	167,927,796	1,671,032	3,746,483	0	5,417,515	839,514	6,257,029
2018-2019	455,716,972	4,521,213	3,714,221	0	8,235,434	851,911	9,087,345
2019-2020	440,246,449	4,366,987	825,902	137,605	5,055,285	934,051	5,989,336
2020-2021	425,822,882	4,224,194	964,973	122,312	5,066,855	917,795	5,984,650
2021-2022	412,384,642	4,091,155	1,098,782	108,086	5,081,851	902,621	5,984,472
2022-2023	399,873,807	3,967,298	1,215,461	94,865	5,087,894	888,463	5,976,357
2023-2024	388,235,945	3,852,083	1,332,212	82,589	5,101,706	875,263	5,976,968
2024-2025	377,419,900	3,745,004	1,432,956	71,206	5,106,754	862,961	5,969,716
2025-2026	367,377,599	3,645,585	1,530,695	60,662	5,115,618	851,505	5,967,123
2026-2027	358,063,864	3,553,379	1,615,480	50,912	5,117,947	840,843	5,958,791
2027-2028	349,436,244	3,467,966	1,698,195	41,909	5,124,251	830,928	5,955,180
2028-2029	341,454,842	3,388,950	1,768,833	33,611	5,124,171	821,715	5,945,886
2029-2030	334,082,173	3,315,961	1,837,551	25,979	5,127,532	813,161	5,940,693
2030-2031	327,283,009	3,248,649	1,896,315	18,975	5,125,988	805,227	5,931,215
2031-2032	321,024,254	3,186,687	1,953,884	12,565	5,128,006	797,874	5,925,881
2032-2033	315,274,805	3,129,768	2,000,834	6,715	5,123,886	791,069	5,914,955

TABLE V – District Revenues with Willow Springs with Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	M&O Taxes Comp Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Payment for District Losses	Total District Revenue
2016-2017	166,265,145	1,654,572	3,696,768	0	5,351,340	804,238	0	6,155,579
2017-2018	167,927,796	1,671,032	3,746,483	0	5,417,515	839,514	0	6,257,029
2018-2019	189,607,074	1,885,960	3,714,221	0	5,600,180	789,321	2,697,844	9,087,345
2019-2020	191,303,145	1,902,448	3,487,001	0	5,389,449	833,928	0	6,223,377
2020-2021	193,016,177	1,919,407	3,454,407	0	5,373,814	831,817	0	6,205,631
2021-2022	194,746,338	1,936,536	3,426,851	0	5,363,386	829,713	0	6,193,099
2022-2023	196,493,802	1,953,836	3,391,845	0	5,345,680	827,613	0	6,173,294
2023-2024	198,258,740	1,971,309	3,366,012	0	5,337,321	825,520	0	6,162,841
2024-2025	200,041,327	1,988,956	3,332,728	0	5,321,684	823,431	0	6,145,115
2025-2026	201,841,740	2,006,780	3,304,481	0	5,311,261	821,349	0	6,132,610
2026-2027	203,660,158	2,024,783	3,270,839	0	5,295,621	819,271	0	6,114,893
2027-2028	205,496,759	2,042,965	3,242,231	0	5,285,196	817,200	0	6,102,396
2028-2029	341,454,842	3,390,018	3,208,227	0	6,598,246	509,082	0	7,107,328
2029-2030	334,082,173	3,315,961	1,837,551	25,979	5,127,532	813,161	0	5,940,693
2030-2031	327,283,009	3,248,649	1,896,315	18,975	5,125,988	805,227	0	5,931,215
2031-2032	321,024,254	3,186,687	1,953,884	12,565	5,128,006	797,874	0	5,925,881
2032-2033	315,274,805	3,129,768	2,000,834	6,715	5,123,886	791,069	0	5,914,955

Haskell CISD Financial Impact of Chapter 313 Agreement

Current School Finance Law

A major overhaul of the school finance formulas was implemented as a result of House Bill 1 of the 79th Legislative Session and became effective for the 2006-2007 school year. Those formula changes had an effect on the district's financial impact from granting a property value limitation. Due to the district's "Hold Harmless" provision that was enacted in the funding formulas, some districts had the majority of the district's revenue losses (during the first year that the "limited appraised value" was used as the actual taxable value) offset with additional state funding. The funding that was available to offset those revenue losses was called Additional State Aid for Tax Reduction (ASATR) and those funds were phased out as a result of legislation in the 82nd Legislative Session in 2011. This legislation eliminated the ASATR funding for fiscal year 2017-2018 and thereafter and can have a significant financial impact for LAVA agreements that have a year three in 2017-2018 or later. The loss of ASATR funding can again cause a district to experience a significant loss of funds in year three of the agreement and consequently cause the company to have revenue protection payments during that year that are similar to those experienced prior to 2006-2007.

Haskell CISD Financial Impact of Chapter 313 Agreement

Payments in Lieu of Taxes

Assuming that the District and Willow Springs Windfarm, LLC mutually agree in the LAVA that \$100 per student in average daily attendance (ADA) will be paid to Haskell CISD by Willow Springs, the projected amount of these payments over the life of the agreement is \$832,305 of the \$20.59 million net tax savings amount. This amount will be computed annually according to Section IV of the Agreement.

TABLE VI - Calculation of the Payment in Lieu of Taxes:

Fiscal Year	Net Tax Savings	Haskell CISD \$100/ADA	Willow Springs Share
2016-2017	0	55,487	(55,487)
2017-2018	0	55,487	(55,487)
2018-2019	309,198	55,487	253,711
2019-2020	2,912,637	55,487	2,857,150
2020-2021	2,723,838	55,487	2,668,351
2021-2022	2,546,368	55,487	2,490,881
2022-2023	2,379,546	55,487	2,324,059
2023-2024	2,222,733	55,487	2,167,246
2024-2025	2,075,329	55,487	2,019,842
2025-2026	1,936,770	55,487	1,881,283
2026-2027	1,806,523	55,487	1,751,036
2027-2028	1,684,092	55,487	1,628,605
2028-2029	0	55,487	(55,487)
2029-2030	0	55,487	(55,487)
2030-2031	0	55,487	(55,487)
2031-2032	0	0	0
2032-2033	0	0	0
Totals	20,597,035	832,305	19,764,730

Haskell CISD Financial Impact of Chapter 313 Agreement

Impact of Projected Student Growth

On District Facilities

TABLE VII – Campus Capacity and Available Growth

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Haskell Elementary	EE-5	29	580	302	278
Haskell Jr. High	6-8	10	180	119	61
Haskell High	9-12	15	270	169	101
	Total	54	1,030	590	440

The building capacities are based on 20 students per classroom for elementary and 18 students per grade level at secondary schools. Haskell CISD is a early-education through 12th grade district.

Willow Springs Windfarm, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that six full-time employees are expected. It is not known whether these would be new employees to the Haskell CISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new six positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Haskell CISD as displayed in Table VII above.

Haskell CISD Financial Impact of Chapter 313 Agreement

Conclusion

This Financial Impact Study displays that entering into a Limited Appraised Value Agreement with Willow Springs Windfarm, LLC, would be beneficial to both Willow Springs and Haskell CISD under the current school finance system.

Willow Springs Windfarm, LLC would benefit from reduced property taxes during the ten years of the Value Limitation Period. Although some of the tax savings would be used to offset district's revenue losses and payments in lieu of taxes to the District, Willow Springs is projected to benefit from an 91% tax savings during that ten year period of this Agreement. Willow Springs also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

Haskell CISD would also have no inherent risk under the current school finance system and with the provisions in the LAVA that require Willow Springs to offset any district losses caused by the LAVA. An annual calculation will be performed each year to determine if a loss to the District has been incurred. The revenue impact to the District will be computed by comparing the District's revenues with and without the LAVA in effect.

June 13, 2016

Joey Thomas, President
Board of Trustees
Haskell Consolidated Independent School District
PO Box 937
Haskell, TX 79521-0937

Dear Mr. Thomas:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Willow Springs Windfarm LLC project on the number and size of school facilities in Haskell Consolidated Independent School District (HCISD). Based on an examination of HCISD enrollment and the number of potential new jobs, the TEA has determined that the Willow Springs Windfarm LLC project should not have a significant impact on the number or size of school facilities in HCISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you have any questions.

Sincerely,



Al McKenzie
Director of State Funding

AM/rk
Cc: Bill Alcorn



Glenn Hegar
Texas Comptroller of Public Accounts



Property Tax [comptroller.texas.gov/taxes/property-tax/]

SCHOOL AND APPRAISAL DISTRICTS PROPERTY VALUE STUDY 2015 REPORT

2015 ISD Summary Worksheet

104/Haskell

104-901/Haskell CISD

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
A. Single-Family Residences	67,224,800	N/A	67,224,800	67,224,800
B. Multi-Family Residences	381,110	N/A	381,110	381,110
C1. Vacant Lots	1,334,060	N/A	1,334,060	1,334,060
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	26,348,620	N/A	26,348,620	26,348,620
D2. Real Prop Farm & Ranch	2,768,910	N/A	2,768,910	2,768,910
E. Real Prop NonQual Acres	10,575,040	N/A	10,575,040	10,575,040
F1. Commercial Real	26,878,710	N/A	26,878,710	26,878,710
F2. Industrial Real	2,067,700	N/A	2,067,700	2,067,700

G. Oil, Gas, Minerals	21,203,000	N/A	21,203,000	21,203,000
J. Utilities	19,062,710	N/A	19,062,710	19,062,710
L1. Commercial Personal	10,135,170	N/A	10,135,170	10,135,170
L2. Industrial Personal	5,183,200	N/A	5,183,200	5,183,200
M. Other Personal	431,740	N/A	431,740	431,740
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	193,594,770		193,594,770	193,594,770
Less Total Deductions	37,269,592		37,269,592	37,269,592
Total Taxable Value	156,325,178		156,325,178	156,325,178 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

Value Taxable For M&O Purposes

T1	T2	T3	T4
163,130,808	156,325,178	163,130,808	156,325,178

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
6,805,630	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10
163,130,808	156,325,178	163,130,808	156,325,178

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

217/Stonewall

104-901/Haskell CISD

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
A. Single-Family Residences	0	N/A	0	0
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	0	N/A	0	0
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	424,890	N/A	424,890	424,890
D2. Real Prop Farm & Ranch	38,520	N/A	38,520	38,520
E. Real Prop NonQual Acres	132,780	N/A	132,780	132,780
F1. Commercial Real	19,290	N/A	19,290	19,290
F2. Industrial Real	0	N/A	0	0

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
G. Oil, Gas, Minerals	13,949,421	N/A	13,949,421	13,949,421
J. Utilities	352,500	N/A	352,500	352,500
L1. Commercial Personal	971,350	N/A	971,350	971,350
L2. Industrial Personal	90,000	N/A	90,000	90,000
M. Other Personal	0	N/A	0	0
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	15,978,751		15,978,751	15,978,751
Less Total Deductions	25,000		25,000	25,000
Total Taxable Value	15,953,751		15,953,751	15,953,751 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

Value Taxable For M&O Purposes

T1	T2	T3	T4
15,963,751	15,953,751	15,963,751	15,953,751

Loss To the Additional \$10,000 Homestead Exemption 10,000	50% of the loss to the Local Optional Percentage Homestead Exemption 0
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T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10
15,963,751	15,953,751	15,963,751	15,953,751

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

104-901/Haskell CISD

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
A. Single-Family Residences	67,224,800	N/A	67,224,800	67,224,800
B. Multi-Family Residences	381,110	N/A	381,110	381,110
C1. Vacant Lots	1,334,060	N/A	1,334,060	1,334,060
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	26,773,510	N/A	26,773,510	26,773,510
D2. Real Prop Farm & Ranch	2,807,430	N/A	2,807,430	2,807,430

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
E. Real Prop NonQual Acres	10,707,820	N/A	10,707,820	10,707,820
F1. Commercial Real	26,898,000	N/A	26,898,000	26,898,000
F2. Industrial Real	2,067,700	N/A	2,067,700	2,067,700
G. Oil, Gas, Minerals	35,152,421	N/A	35,152,421	35,152,421
J. Utilities	19,415,210	N/A	19,415,210	19,415,210
L1. Commercial Personal	11,106,520	N/A	11,106,520	11,106,520
L2. Industrial Personal	5,273,200	N/A	5,273,200	5,273,200
M. Other Personal	431,740	N/A	431,740	431,740
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	209,573,521		209,573,521	209,573,521
Less Total Deductions	37,294,592		37,294,592	37,294,592
Total Taxable Value	172,278,929		172,278,929	172,278,929 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

HASKELL CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

WILLOW SPRINGS WINDFARM, LLC

(Texas Taxpayer ID #32056698262)

Comptroller Application #1132

Dated

October 18, 2016

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF HASKELL §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **HASKELL CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **WILLOW SPRINGS WINDFARM, LLC**, Texas Taxpayer Identification Number 32056698262 hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 28, 2016, the Superintendent of Schools of the Haskell Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on March 28, 2016, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (LOCAL), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller’s Office have determined that the Application is complete and June 10, 2016 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Haskell County Appraisal District established in Haskell County, Texas (the “Haskell County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on August 12, 2016, issued a certificate for limitation on

appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on October 18, 2016, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on October 18, 2016, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on October 18, 2016, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) the TEXAS TAX CODE;

WHEREAS, on September 9, 2016, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on October 18, 2016, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized 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 [insert name] to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning.

Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, including any statutory amendments that are applicable to Applicant.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means **WILLOW SPRINGS WINDFARM, LLC**, (Texas Taxpayer ID # 32056698262), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on March 28, 2016. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Haskell County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Haskell Consolidated Independent School District.

“Commercial Operation” means the date on which the Project becomes commercially operational and placed into service, such that all of the following events have occurred and remain simultaneously true and accurate:

A. The Project has been constructed, tested, and is fully capable of operating for the purpose of generating electricity for sale on one or more commercial markets;

B. The Project has received written authorization from the grid operator for interconnection, integration, and synchronization of the plant with the grid; and,

C. The Project has obtained all permits, required approvals, and has met all requirements necessary for safely and reliably generating electricity and delivering electricity onto the grid.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Haskell County, Texas.

“District” or “School District” means the Haskell Consolidated Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which “Subchapter C” of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within thirty (30) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly

indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

“Applicable School Finance Law” means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant’s ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

“Consultant” shall have the same meaning as assigned to such term in Section 4.5 of the Agreement.

“Deferred Payments” shall have the same meaning as assigned to such term in Section 6.4 of the Agreement.

“M&O Amount” shall have the meaning assigned to such term in Section 4.2 of the Agreement.

“Maintenance and Operations Revenue” or “M&O Revenue” means (i) those revenues which District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

“Net Tax Savings” shall have the same meaning as assigned to such term in Section 6.3 of the Agreement.

“New M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.ii of the Agreement.

“Original M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.i of the Agreement.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY. This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE. In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is June 10, 2016, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is *[Insert Date]*, 2016.

C. The Qualifying Time Period for this Agreement:

- i. Starts on *[Insert Date]*, 2016, the Application Approval Date; and
- ii. Ends on December 31, 2018, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2018, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and,
- ii. Ends on December 31, 2027.

E. The Final Termination Date for this Agreement is December 31, 2032.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Subsection 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's

maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. Twenty Million Dollars (\$20,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$10,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$618 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. no additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone,

pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as a renewable energy electric generation facility.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement (including Section 7.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement

(including Section 7.1), IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCE TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Investment/Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of the Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District for losses in Maintenance and Operations Revenue resulting from any change in the timing of construction and/or any change to the Qualified Investment/Qualified Property.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject to the provisions of Section 7.1, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date (as set out in **EXHIBIT 5**), the "M&O Amount" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. "Original M&O Revenue" means the total State and local Maintenance and Operations Revenue that District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property had been subject to the full ad valorem maintenance & operations tax without any limitation on value.
- ii. "New M&O Revenue" means the total State and local Maintenance and Operations Revenue that District actually received for such school year.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 of this Agreement results in a negative number for the M&O Amount, the negative number will be considered to be zero.
- iv. All calculations made for the New M&O Revenue during the Tax Limitation Period under Section 4.2.A.ii of this Agreement will reflect the Tax Limitation Amount for such year.
- v. All calculations for the M&O Amount made under this Section 4.2 of this Agreement shall be made by a methodology which isolates only the revenue impact

caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 41 of the TEXAS EDUCATION CODE, because of its participation in this Agreement, Applicant shall make payments to District within thirty (30) days of receipt of written notice, up to the Revenue Protection Amount limit set forth in Section 7.1 that are necessary to offset any negative impact on District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made under this Section 4.3 of this Agreement shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to the District on an annual basis all non-reimbursed costs arising from entering this Agreement, including but not limited to: (a) any loss incurred by the District resulting from successful judicial challenge to this Agreement; (b) any reasonable attorneys' fees or other costs incurred by the District due to any legal defense, enforcement or interpretation of this Agreement, irrespective of whether or not this Agreement is ultimately determined to be valid; and (c) any non-reimbursed costs incurred by the District and related to this Agreement, either directly or indirectly, including costs paid to the Appraisal District caused by increased appraised values arising solely from the Qualified Property that is subject to the limitation provided in Section 2.4 herein.

Section 4.5. THIRD PARTY CALCULATIONS. All calculations made pursuant to this Agreement shall be verified annually by one or more independent third parties ("Consultant") selected by the District. Applicant will be solely responsible for the payment of Consultant's fees up to Seven Thousand Dollars, (\$7,000.00) for the first year of this Agreement. This amount may be increased each year of this Agreement by not more than five percent (5%) from the prior year. All calculations shall initially be based upon good-faith estimates using all available information and shall be adjusted to reflect "near final" or "actual" data for the applicable year as the data becomes available. The District agrees that the Consultant selected by the District shall be either McDowell & Brown, LLC or Moak Casey & Associates. If the District desires to select a Third Party other than McDowell & Brown, LLC or Moak Casey & Associates, such selection must receive the Applicant's consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 4.6. DATA FOR CALCULATIONS. The initial calculations for any payments owing under this Agreement shall be based upon the valuations placed upon the Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to § 26.01 of the TEXAS TAX CODE in or about July of each year of this Agreement. The certified tax roll data shall form the basis from which any and all amounts due under this Agreement are calculated, and the data utilized by the Consultant will be adjusted as necessary to reflect any subsequent adjustments by the Appraisal District to the District's tax roll. Any estimates used by the Consultant to make calculations as required by this Agreement shall be based on the best and most current information available. The Consultant shall from time-to-time adjust the data utilized to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll, or any other relevant changes to material items such as student counts or tax collections.

Section 4.7. DELIVERY OF CALCULATIONS.

A. All calculations required under Articles IV, V, or VI shall be made by the Consultant on or before December 1 of each year for which this Agreement is effective. The Consultant shall forward such calculations to the Parties in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall maintain supporting data consistent with generally accepted accounting practices. The Consultant shall preserve all documents and data related to all calculations required under this Agreement for a period of three (3) years. Employees and agents of the Parties shall have reasonable access to the Consultant's offices, personnel, books, and records pertaining to all calculations and fees.

B. In the event the District receives the Consultant's invoice for services rendered, the District shall forward to Applicant such invoice, which Applicant shall pay within thirty (30) days of receipt.

Section 4.8. PAYMENT BY APPLICANT. On or before the January 31 next following the tax levy for each year for which this Agreement is effective, and subject to the limitations contained in Section 7.1, the Applicant shall pay all amounts determined to be due and owing to the District, all amounts billed by the Consultant pursuant to Section 4.5, and any reasonable and necessary expenses paid by the District to its attorneys, auditors, or financial consultants for work resulting from the District's participation in this Agreement; provided that the District, upon request of Applicant, provides supporting documentation to substantiate such reasonable and necessary expenses to the extent such supporting documentation is not excepted from disclosure as attorney-client privilege or otherwise excepted from disclosure under the Texas Public Information Act (TEXAS GOVERNMENT CODE § 552.001, *et seq.*).

Section 4.9. CHALLENGING CALCULATION RESULTS. The Applicant may appeal the Consultant's results, in writing, within fifteen (15) days of receipt of such results. The Consultant will issue a final determination of the calculations within 15 days of receiving Applicant's appeal. The Applicant may appeal the final determination of the Consultant to the District within 15 District business days of its receipt, pursuant to District Policy GF (LOCAL).

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR ADJUSTMENT. In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article IV of this Agreement shall be recalculated by the Consultant at Applicant's sole expense using the revised property values. The Consultant shall transmit the revised calculations to the Parties and any Party owing funds to the other Party shall pay such funds within thirty (30) days after receipt of the new calculations.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the Project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Project; and

Section 5.2. PAYMENTS. Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. Applicant shall make Supplemental Payments as set out in Section 6.2 annually, starting with the first year of the Agreement, and continuing through the third year following the end of the Tax Limitation Period.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant;

B. Supplemental Payments may only be made during the period starting with the beginning of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

C. The limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2014-15 Average Daily Attendance of 555, rounded to the whole number.

Section 6.3. SUPPLEMENTAL PAYMENT CHANGES. In the event Chapter 313 is modified or amended to allow the District to receive supplemental payments in excess of the foregoing limitation, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of supplemental payments as allowed by law; provided however, the total supplemental payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A above, as determined for that school year. "Net Tax Savings" means an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Article IV of this Agreement. For clarification, Net Tax Savings in respect of a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Article IV of this Agreement for such year. This Section 6.3 shall only apply if Chapter 313 of the TEXAS TAX CODE is amended so that the District is permitted to receive Supplemental Payments greater than as described in Section 6.2 above; otherwise, Section 6.2 shall apply.

Section 6.4. LIMITATION BASED ON NET TAX SAVINGS.

A. Notwithstanding Section 6.1, for any Supplemental Payment occurring prior to the start of the Tax Limitation Period, if the amount of the Supplemental Payments calculated in Section 6.2 exceeds Applicant's Net Tax Savings, the difference between the amount of the Supplemental Payments and Applicant's Net Tax Savings shall be carried forward from year-to-year (the "Deferred Payments"). Beginning in first year of the Tax Limitation Period, and in addition to the Supplemental Payment for that year, all Deferred Payments owed to the District shall be paid by Applicant to the extent all Supplemental Payments from Applicant to the District for that year do not exceed Applicant's Net Tax Savings. Any amount of Deferred Payments that remain unpaid shall be carried forward from year to year until paid in full.

B. Should Applicant fail to make the Minimum Qualified Investment during the Qualifying Time Period causing this Agreement to become null and void, Applicant's obligation to make any Deferred Payments that was carried over by operation of Section 6.4.A. shall be cancelled.

Section 6.5. PAYMENT BY APPLICANT. Payment of amounts due under this Article shall be made as set forth in Section 4.8 of this Agreement and is subject to the limitations contained in Section 7.1.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1 ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT. In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such

termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations, or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person

directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project, to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recaptured taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Haskell County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Haskell County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payments in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the sixty (60) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make

\$10,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS

A. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1;C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District:

Haskell Consolidated Independent School
District
Attn: Bill Alcorn, Superintendent
(or the successor Superintendent)
605 N. Avenue E.
Haskell, TX 79521
Phone #: (940) 864-2602
Fax #: (940) 864-8096
Email: balcorn@haskell.esc14.net

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
P.O. Box 9158
Amarillo, TX 79105-9158
Phone #: (806) 379-1306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To Applicant:

Willow Springs Windfarm, LLC
c/o Phillip Moore, Vice President
401 N. Michigan Ave., Suite 501
Chicago, IL 60611
Phone #: (312)422-1604
Email: pmoore@lincolnclean.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

With a copy to:

Any lender for which the Applicant has provided the District notice information pursuant to

Section 10.3.C below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Haskell County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the

original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term “Law” shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the

Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
 - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
 - iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
 - iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

[signatures follow on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 18th day of October, 2016.

WILLOW SPRINGS WINDFARM, LLC

By: Lincoln Clean Energy, LLC
Its: Sole and Managing Member

**HASKELL CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The project lies within two reinvestment zones, both created by the Haskell County Commissioners Court. The Haskell County Commissioners Court passed an Order Creating Haskell County Reinvestment Zone, Exergy No. 1 on March 27, 2012, and Haskell County Willow Springs Wind Project Reinvestment Zone on March 22, 2016, both of which are more particularly described below:

Haskell County Reinvestment Zone, Exergy No. 1

COMMENCING at the Intersection of Haskell, Throckmorton, Knox, and Baylor Counties, being also the TRUE POINT OF BEGINNING;
THENCE, southerly, along the Haskell and Throckmorton county line, s 0.1° E, 9.78 miles;
THENCE, generally along CR268, West, 7.25 miles;
THENCE, generally along F-M 266, North, 0.86 miles;
THENCE, westerly, generally along Ranch 1080, N 89° W, 5.38 miles;
THENCE, northeasterly, generally along Highway 277, N 17.1° E, 9.24 miles.
THENCE, easterly, N 89.8° E, 9.77 miles to the TRUE POINT OF BEGINNING.

Willow Springs Wind Project Reinvestment Zone

LEGAL DESCRIPTION: BEING APPROXIMATELY 30,537 ACRES OF LAND AND BEING ALL OF AND ANY PORTIONS OF SECTIONS: 135, A-849, 136, A-1013, 139, A-269, 140, A-638, 142, A-571, 143, A-266, 144, A-1126, A-1121, A-1095, A-1096, A-915, 145, A-850, 158, A-1150, A-1151, 159, A-270, 160, A-576, 161, A-279, 162, A-570, 163, A-274, 164, A-591, 165, A-695, 166, A-1062, A-1146, 176, A-1048, A-1105, A-1112, 177, A-271, 178, A-575, 179, A-275, 180, A-1060, A-1044, A-907, 181, A-267, 182, A-1068, A-1053, A-1074, A-1077, A-1078, A-1119, 183, A-879, 190, A-1055, 191, A-272, 192, A-619, 193, A-276, 194, A-938, 195, A-268, 196, A-975, A-987, A-1025, 197, A-848, 208, A-590, ALL IN BLOCK 45, H & TC RR. COMPANY SURVEY, MRS. A.M. ROBERTSON SURVEY NO. 2, A-644, JOHN C. CHESTER SURVEY NO. 3, A-649, MARGARETE WAGGONER SURVEY NO. 4, A-671, J.H. BONDS SURVEY NO. 4, A-457, CHARLES C. SPEERS SURVEY, A-477, A-383, A-384, JANE WILSON SURVEY, A-413, ANDREW DALY SURVEY, A-125, W.J. THORNTON SURVEY NO. 4, A-668, SARAH MCFERON SURVEY NO. 133, A-313, DEVEREAUX L. WOODLIEF SURVEY NO. 122, A-410, MCHENRY WENBURN SURVEY NO. 121, A-409, MRS. E.J. PARKER SURVEY NO. 3, A-663, JOSEPH FENNER SURVEY, A-491, CHARLES CALLIOT SURVEY, A-107 AND THE OLIVER SMITH SURVEY, A-371 LYING IN AND BEING SITUATED OUT OF HASKELL COUNTY, TEXAS: SAID 30, 537 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of U.S. Highway 277 and the Knox County and Haskell County line for the approximate northeast corner of said Section 135 and the northeast corner hereof and having an approximate Latitude and Longitude of N 33.39868°, W 99.64171°;

THENCE generally along said U.S. Highway 277 the following 14 courses:

Agreement for Limitation on Appraised Value
Between Haskell CISD and Willow Springs Windfarm, LLC
(App No. 1132), October 18, 2016
Exhibit 1

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)

1. South 14°40'42" West a distance of 578.40 feet to a point for an angle point hereof;
2. South 18°14'07"11 West a distance of 6075.50 feet to a point for an angle point hereof;
3. South 19°10'54"11 West a distance of 3854.26 feet to a point for an angle point hereof;
4. South 27°09'21 11 West a distance of 1476.34 feet to a point for an angle point hereof;
5. South 26°57'35 11 West a distance of 5031.95 feet to a point for an angle point hereof;
6. South 25°51 '06"11 West a distance of 2367. 77 feet to a point for an angle point hereof;
7. South 19°16'56"11 West a distance of 4366.76 feet to a point for an angle point hereof;
8. South 30°53'41" West a distance of 2476.26 feet to a point for an angle point hereof;
9. South 29°59'19"11 West a distance of 2922.39 feet to a point for an angle point hereof;
10. South 17°59'59"11 West a distance of 570.65 feet to a point for an angle point hereof;
11. South 09°56'54"11 West a distance of 745.80 feet to a point for an angle point hereof;
12. South 02°44'32"11 East a distance of 6273.86 feet to a point for an angle point hereof;
13. South 17°59'14"11 West a distance of 12481.09 feet to a point for an angle point hereof;
14. South 19°04'45" West a distance of 2028.00 feet to a point at the approximate intersection of an unnamed road and said U.S. Highway 277 for the southeast corner hereof and having an approximate Latitude and Longitude of N 33.26625°, W 99.69234°;

THENCE North 87°30'00" West a distance of 4993.17 feet along said named road to a point in County Road 223 for the southernmost southwest corner hereof and having an approximate Latitude and Longitude of N 33.26669°, W 99.70867°;

THENCE North 02°04'37" East a distance of 5633.53 feet along said County Road 223 to a point for a corner hereof and having an approximate Latitude and Longitude of N 33.28217°, W 99.70821°;

THENCE North 87.0 34'23" West a distance of 5213.25 feet crossing said Abstract No. 663 to a point in County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.28261°, W 99.72527°;

THENCE South 01°28'31" West a distance of 1241.96 feet along said County Road 207 to a point at the approximate intersection of County Road 120 and said County Road 207 for a corner hereof and having an approximate Latitude and Longitude of N 33.27920°, W 99.72532°;

THENCE generally along said County Road 120 the following 5 courses:

1. North 88°35'28" West a distance of 2987.51 feet along the approximate south line of said Abstract No. 384 to a point in the approximate east line of said Abstract No. 107 for a corner hereof;
2. North 00°52'34" East a distance of 928.33 feet along the approximate common line of said Abstract No. 384 and said Abstract No. 107 to a point for a corner hereof;
3. North 89°25'59" West a distance of 4617.44 feet crossing said Abstract No. 107 to a point in the approximate common line of said Abstract 371 and said Abstract No. 107 for a corner hereof;
4. North 00°31'56" East a distance of 1637.78 feet along said common line to a point for a corner hereof;
5. North 89°26'54" West a distance of 4654.08 feet crossing said Abstract No. 371 to a point in the approximate common line of the Joseph Korns Survey. Abstract No. 304 and said Abstract No. 371 and the apparent intersection of Farm to Market Highway 2163 and said County Road 120 for the most northerly southwest corner hereof and having an approximate Latitude and Longitude of N 33.28630°, W 99.76544°;

THENCE generally along said Farm to Market Highway 2163 the following 7 courses:

1. North 00°27'28" East a distance of 4879 .34 feet to a point for an angle point hereof;
2. North 32°49'23" East a distance of 1880.80 feet to a point for an angle point hereof;
3. North 00°34'30" East a distance of 11035. 72 feet to a point for an angle point hereof;
4. North 27°47'11" West a distance of 553.33 feet to a point for an angle point hereof;
5. North 46°02'32" West a distance of 2368.32 feet to a point for an angle point hereof;
6. North 23°25'03" West a distance of 621.02 feet to a point for an angle point hereof;
7. North 01°05'49" West a distance of 20540.59 feet to a point in said Haskell County and Knox County line for the northwest comer hereof and having an approximate Latitude and Longitude of N 33.39821°, W 99.77175°;

THENCE generally along said Haskell County and Knox County line the following 2 courses:

1. South 89°33'10" East a distance of 26406.80 feet to a point for an angle point hereof;
2. South 89°40'14" East a distance of 13278.93 feet to the POINT OF BEGINNING and containing 30,537 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.

Note: THIS DIGITAL COPY IS PROVIDED FOR THE INSERTION INTO LEGAL DOCUMENTS.

EXHIBIT 2

DESCRIPTION OF LAND

BEING ALL OF AND ANY PORTIONS OF HASKELL COUNTY, BLOCK 45 AND 46, SECTIONS: 135, A-849, 136, A-1013, A-1113, A-1129, A-1125, 139, A-269, 140, A-638, 142, A-571, 143, A-266, 144, A-1126, A-1121, A-1095, A-1096, A-915, 145, A-850, 158, A-1150, A-1151, 159, A-270, 160, A-576, 161, A-279, 162, A-570, 163, A-274, 164, A-591, 165, A-695, 166, A-1062, A-1146, 176, A-1048, A-1105, A-1112, 177, A-271, 178, A-575, 179, A-275, 180, A-1060, A-1044, A-907, 181, A-267, 182, A-1068, A-1053, A-1074, A-1077, A-1078, A-1119, 183, A-879, 190, A-1055, 191, A-272, 192, A-619, 193, A-276, 194, A-938, 195, A-268, 196, A-975, A-987, A-1025, 197, A-848, 208, A-590, H & TC RR. COMPANY SURVEY, MRS. A.M. ROBERTSON SURVEY NO. 2, A-644, JOHN C. CHESTER SURVEY NO. 3, A-649, MARGARETE WAGGONER SURVEY NO. 4, A-671, J.H. BONDS SURVEY NO. 4, A-457, CHARLES C. SPEERS SURVEY, A-477, A-383, A-384, JANE WILSON SURVEY, A-413, ANDREW DALY SURVEY, A-125, W.J. THORNTON SURVEY NO. 4, A-668, SARAH MCFERON SURVEY NO. 133, A-313, DEVEREAUX L. WOODLIEF SURVEY NO. 122, A-410, MCHENRY WENBURN SURVEY NO. 121, A-409, MRS. E.J. PARKER SURVEY NO. 3, A-663, JOSEPH FENNER SURVEY, A-491, CHARLES CALLIOT SURVEY, A-107, OLIVER SMITH SURVEY, A-371, 133, A-313, 132, A-143, 91, A-402, 92, A-379, 93, A-358, 94, A-323, 95, A-421, 96, A-165, 97, A-138, 98, A-365, 101, A-293, 102, A-639 and A-922, 108, A-322, 123, A-411, 124, A-13, 125, A-308, 126, A-369, 127, A-314, 128, A-386, 130, A-354, 141, A-278, 138, A-971, A-993, A-1115, and A-993, 6, A-647, 13, A-655, 137, A-256, 122, A-1061, 86, A-969, A-968, and A-985, 210, A-168, 215, A-359, 5, A-706, 11, A-249, 12, A-1027, 214, A-112, 5, A-706, A-677, and A-1029, 212, A-104, 12, A-978, LYING IN AND BEING SITUATED OUT OF HASKELL COUNTY, TEXAS.

EXHIBIT 3

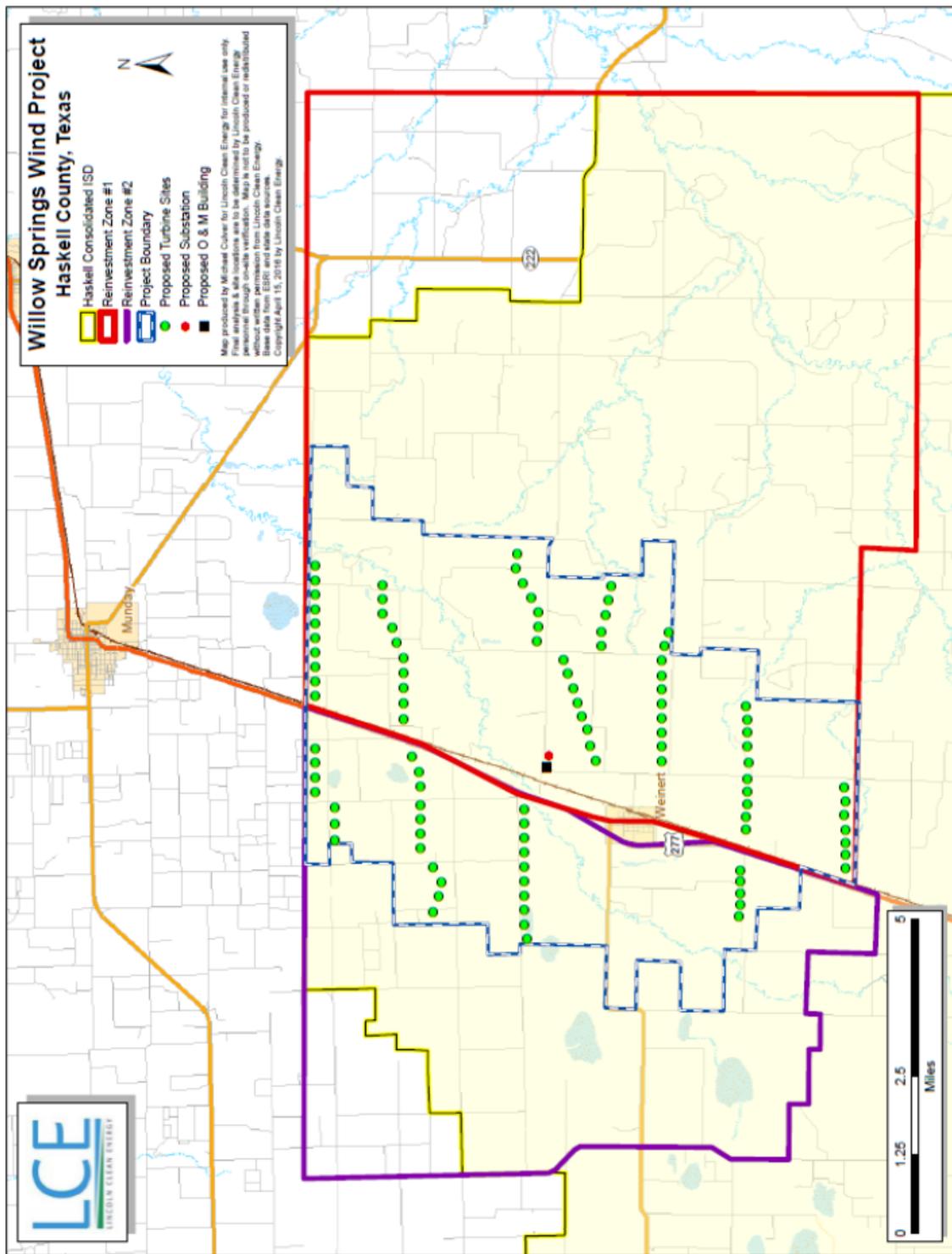
APPLICANT'S QUALIFIED INVESTMENT

Willow Springs Windfarm, LLC plans to construct a 230 MW wind farm in Haskell County consisting of 100 turbines.

The Applicant is requesting an appraised value limitation on all of the qualified investment and qualified property constructed or placed upon the real property within Haskell CISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.3 MW turbines. The qualified investment in Haskell CISD is expected to include approximately one hundred (100) GE 2.3MW wind turbine generators, including 80m towers, nacelles, rotors with 116m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, access roads, met towers, spare parts and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the northern part of Haskell County. The map included on the second page of this Exhibit 3 shows the preliminary turbine locations. The exact placement of these turbines is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition to the wind turbines, the Project will also include an operations and maintenance building that will likely be located in the approximate center of the Project. (It is also shown on the map on the second page of this Exhibit 3.) The Project will also require a series of new access roads to the turbines, underground electrical collection cables, permanent meteorological towers, a substation, and an overhead transmission line connecting the project substation to the Point of Interconnection.

MAP OF QUALIFIED INVESTMENT



Agreement for Limitation on Appraised Value
 Between Haskell CISD and Willow Springs Windfarm, LLC
 (App No. 1132), October 18, 2016
 Exhibit 3

*Texas Economic Development Act Agreement
 Comptroller Form 50-826 (Jan 2016)*

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

See **EXHIBIT 3**.

Draft

EXHIBIT 5

AGREEMENT SCHEDULE

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Years	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 Haskell CISD and Willow Springs Windfarm, LLC
 (App No. 1132), October 18, 2016
 Exhibit 5

*Texas Economic Development Act Agreement
 Comptroller Form 50-826 (Jan 2016)*



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

September 9, 2016

Bill Alcorn
Superintendent
Haskell Consolidated ISD
605 North Avenue East
Haskell, Texas 79521

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes by and between Haskell Consolidated Independent School District and Willow Springs Windfarm, LLC, Application # 1132

Dear Superintendent Alcorn:

This office has been provided with the "Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes" by and between Haskell Consolidated Independent School District and Willow Springs Windfarm, LLC (the "Agreement"). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e) (1).

Based on our review, this office concludes that it complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

Should you have any questions, please contact Annet Nalukwago with our office. She can be reached by email at annet.nalukwago@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-5656, or directly at 512-475-5656.

Sincerely,

A handwritten signature in black ink, reading "Will Counihan", is positioned above the typed name.

Will Counihan
Director
Data Analysis & Transparency Division

cc: Audie Sciumbato, Underwood Law Firm, P.C.
Philip Moore, Lincoln Clean Energy, LLC
Charlie Smith, Lincoln Clean Energy, LLC

Tab Item 12

Request For Waiver of Job Creation Requirement

March 28, 2016

Superintendent Bill Alcorn
Haskell Consolidated Independent School District
605 N. Ave. E
Haskell, TX 79521

Re: Chapter 313 Job Waiver Request

Dear Superintendent Alcorn,

Please consider this letter to be Willow Springs Windfarm, LLC's formal request to waive the minimum new job creation requirement, as provided under Texas Tax Code 313.025(f-1).

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the wind industry, we expect that six (6) employees would be needed to operate a 230 MW facility, and we can commit to creating six (6) full-time positions to fill those needs. All would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Haskell CISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of solar generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.

Kind Regards,



Will Furgeson
Development Director
Willow Springs Windfarm, LLC