

FINDINGS

of the
Kenedy County-Wide Common School
District
Board of Trustees

under Chapter 313 of the
Texas Tax Code
the Texas Economic Development Act
on the Application for Appraised Value
Limitation on Qualified Property

submitted by

Stella Wind Farm, LLC

Comptroller Application #1176

September 20, 2017

FINDINGS
of the
KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT
BOARD OF TRUSTEES
under the
TEXAS ECONOMIC DEVELOPMENT ACT

STATE OF TEXAS §

COUNTY OF KENEDY §

PREAMBLE

On the 20th day of September, 2017, a public meeting of the Board of Trustees (“Board”) of the Kenedy County-Wide Common School District (“District”) was held. 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 took up and considered the Application (as amended, the “Application”) of Stella Wind Farm, LLC (“Applicant”) for a limitation on appraised value on qualified property, pursuant to Chapter 313 of the Texas Tax Code. The Board heard presentations from the District’s administrative staff to advise the Board in this matter.

The Board considered the presentations made at the meeting, the Comptroller's recommendation and the economic impact evaluation and makes the following findings with respect to the Application in accordance with the Texas Economic Development Act, Texas Tax Code Chapter 313, and the Administrative regulations promulgated by the Texas Comptroller of Public Accounts published at 34 Texas Administrative Code Part 1, Chapter 9, Subchapter F:

1. On January 25, 2017 the District received an application for appraised value limitation on qualified property (“Application”) on the form prescribed by the Comptroller from Applicant pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached hereto as Exhibit A.
2. The Board acknowledged receipt of the Application, along with the requisite application fee, as established pursuant to Texas Tax Code Section 313.025(a)(1).
3. The Board elected to consider the Application.
4. The Application was delivered to the Texas Comptroller of Public Accounts (“Comptroller”) for review pursuant to Texas Tax Code Section 313.025(b).
5. Pursuant to a request received from the Comptroller, an Application amendment was submitted to the Comptroller on March 23, 2017.

6. A second Application amendment was submitted to the Comptroller on June 5, 2017.
7. The Application (as amended) was reviewed by the Comptroller pursuant to Texas Tax Code Sections 313.025 and 313.026. After review, the Comptroller's Office, by letter dated June 23, 2017, recommended that the Board approve the Application. A copy of the Comptroller's letter is attached to these findings as Exhibit B.
8. The Texas Comptroller's Office performed an economic impact evaluation pursuant to Texas Tax Code Section 313.025(b). The Board has considered such evaluation. A copy of the economic impact evaluation is attached to these findings as Exhibit C.
9. After receipt of the Application, the District entered into negotiations with Applicant over the specific language to be included in an Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes ("Agreement"), pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as Exhibit D.
10. The Agreement was reviewed by the Comptroller. After review, the Comptroller's office, in a letter dated September 20, 2017, approved the Agreement.

FINDINGS

Findings as to each of the criterion listed in Texas Tax Code Section 313.025 and Texas Administrative Code Title 34, §9.1054. Based in the representation of Applicant set out in the Application attached as Exhibit A, the Comptroller's approval attached as Exhibit B, the Comptroller's Economic Impact Analysis attached as Exhibit C and the Franchise Tax Account Status attached as Exhibit E, the Board of Trustees finds:

1. That the Comptroller recommends approval of the Application.
2. That there is a strong and positive relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plans of the State.
3. That, based on the representations in the Application, the Applicant could locate or relocate the Project to another state or another region of this state.
4. That the Project will result in revenue gains by the school district and that the economic effects on the local and regional tax base are that the tax base will increase as a result of the Project and additional employment.
5. That there exists a small but undetermined possibility that the Project could have an impact on enrollment from families that might temporarily relocate during the construction phase, but that any impact during the operation phase can be absorbed by current facilities.
6. That the projected market value of the qualified property of the Applicant as determined by the Comptroller is \$265,000,000.

7. That the proposed limitation on appraised value for the qualified property of the Applicant is \$30,000,000.
8. That the projected dollar amount of District maintenance and operation 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 is \$28,047,600 as shown on Exhibit C, Attachment B, Table 3.
9. That the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the Agreement, if the property receives a limitation on appraised value is \$9,932,200 as shown on Exhibit C, Attachment B, Table 4.
10. That the total amount of taxes projected to be lost or gained by the District over the life of the Agreement computed by subtracting the projected taxes if the property receives a tax limitation from the projected taxes if the property does not receive a tax limitation is \$18,115,400, as shown on Exhibit C, Attachment A, Table 4.
11. The Applicant is eligible for the limitation on the appraised value of the Applicant's qualified property. Applicant's qualified property is eligible for a limitation on appraised value under Texas Tax Code § 313.024 as a renewable energy electric generation project.
12. 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.
13. The limitation of appraised value is a determining factor in the Applicant's decision to invest capital and construct the Project in this state.
14. The job creation requirement of ten (10) new jobs exceeds the industry standard for the number of employees reasonably necessary for the operation of the Project described in the Application. Pursuant to Texas Tax Code Section 313.025(f-1), the Board waives the new job creation requirement in Tax Code Section 313.051(b).
15. Applicant will create 5 new qualifying jobs, and Applicant has confirmed that such jobs will meet all of the requirements of Texas Tax Code § 313.021(3).
16. That the Project will be located within an area designated as a reinvestment zone pursuant to Texas Tax Code Chapter 312.
17. The information in the Application submitted by Applicant is true and correct.
18. The proposed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes ("Agreement"), attached hereto as Exhibit D, meets all of the requirements set out in Texas Tax Code § 313.027, including adequate and appropriate revenue protection provisions for the District.

19. The proposed Agreement is in the form of the template Texas Economic Development Act Agreement adopted by the Comptroller as of January 24, 2016, and the Comptroller has verified that the agreement complies with the provisions of Chapter 313 of the Texas Tax Code and 34 Texas Administrative Code Chapter 9, Subchapter F.

20. Considering the purpose and effect of the law and the terms of the Agreement, granting the Application and entering the Agreement are in the best interest of the District and the State.

21. The Applicant, Stella Wind Farm, LLC (Tex. Taxpayer ID # 32051245143) is an entity subject to Chapter 171, Texas Tax Code and is certified to be in good standing with the Texas Comptroller of Public Accounts. A copy of the Comptroller's Franchise Tax Account Status is attached as Exhibit E.

22. There are no conflicts of interest on the Board at the time of its consideration of the Agreement.

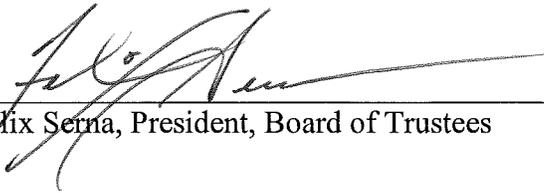
23. It is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees at which these Findings were made was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which these Findings were made and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

It is therefore **ORDERED** that:

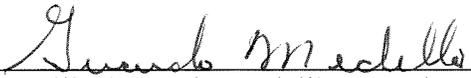
1. The Findings above, including the recitals set out in the Preamble, are adopted and approved by the Board of Trustees.
2. The Application of Stella Wind Farm, LLC for a limitation on the appraised value for school district maintenance and operations ad valorem tax purposes of qualified property is approved.
3. The Agreement attached hereto as Exhibit D is approved and the Board President is designated and directed to sign the Agreement on behalf of the District.
4. The new job requirement of Tax Code Section 313.051(b) is waived pursuant to Tax Code Section 313.025(f-1).
5. These findings and the Exhibits referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the District.

Dated the 20th day of September, 2017.

KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT

By: 
Felix Serna, President, Board of Trustees

ATTEST:

By: 
Jerry Miller/Gerardo Medellin, Member, Board of Trustees

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between KENEDY COUNTY-WIDE COMMON
SCHOOL DISTRICT and STELLA WIND FARM, LLC

EXHIBIT A

Application for Appraised Value Limitation on Qualified Property



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

JANUARY 25, 2017
Date Application Received by District

Johnny Johnson
First Name Last Name

Superintendent
Title

Kenedy County Wide CSD
School District Name

150 East La Parra Street
Street Address

P.O. Box 100
Mailing Address

Sarita TX 78385
City State ZIP

361-294-5381 361-294-5718
Phone Number Fax Number

jjohnson@saritaschool.net
Email Address

Mobile Number (optional)

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



Application for Appraised Value Limitation on Qualified Property

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

George E.	Grimes
First Name	Last Name
Title	
Walsh, Gallegos, Trevino, Russo & Kyle, P.C.	
Firm Name	
210-979-6633	210-979-7024
Phone Number	Fax Number
	ggrimes@wabsa.com
Mobile Number (optional)	Email Address

4. On what date did the district determine this application complete?
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)

Paul	Bowman
First Name	Last Name
Senior Vice President	EC&R Development, LLC
Title	Organization
701 Brazos Street, Suite 1400	
Street Address	
Mailing Address	
Austin	TX 78701
City	State ZIP
512-423-1878	512-494-9581
Phone Number	Fax Number
	paul.bowman@eon.com
Mobile Number (optional)	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.

Richard	Saunders
First Name	Last Name
Sr. Development Manager	EC&R Development, LLC
Title	Organization
701 Brazos Street, Suite 1400	
Street Address	
Mailing Address	
Austin	TX 78701
City	State ZIP
512-461-9747	512-494-99581
Phone Number	Fax Number
512-461-9747	richard.saunders@eon.com
Mobile Number (optional)	Business Email Address

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



Application for Appraised Value Limitation on Qualified Property

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? [checked] 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 [checked] 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 [checked] No [] N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Stella Wind Farm, LLC

2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32051245143

3. List the NAICS code 221115

4. Is the applicant a party to any other pending or active Chapter 313 agreements? [] Yes [checked] 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 Company

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

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? [checked] 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)

Empty box for explanation of default, delinquencies, or litigation.



Application for Appraised Value Limitation on Qualified Property

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.

Application for Appraised Value Limitation on Qualified Property



SECTION 9: Projected Timeline

1. Application approval by school board January 25, 2017
2. Commencement of construction November 1, 2017
3. Beginning of qualifying time period January 1, 2017
4. First year of limitation January 1, 2019
5. Begin hiring new employees December 1, 2019
6. Commencement of commercial operations December 31, 2018
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? December 31, 2018

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Kenedy County (100%)
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Kenedy 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>Kenedy County (100%)(.729303)</u> <i>(Name, tax rate and percent of project)</i>	City: <u>N/A</u> <i>(Name, tax rate and percent of project)</i>
Hospital District: _____ <i>(Name, tax rate and percent of project)</i>	Water District: <u>Kenedy Co. GW Con. District (100%)(.0153)</u> <i>(Name, tax rate and percent of project)</i>
Other (<i>describe</i>): <u>Kenedy Cty ESD #1 (100%)(.071723)</u> <i>(Name, tax rate and percent of project)</i>	Other (<i>describe</i>): _____ <i>(Name, tax rate and percent of project)</i>
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? 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 30,000,000.00
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



Application for Appraised Value Limitation on Qualified Property

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 [x] 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? ... [x] Yes [] No
3a. If yes, attach the applicable supporting documentation:
a. evidence that the area qualifies as an 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): \$ _____ 0.00
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 2016
(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? 5

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 1,100.25
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 0.00
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 1,142.48

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? 59,408.96

10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 59,408.96

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 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 ▶ Johnny Johnson Superintendent
Print Name (Authorized School District Representative) Title

sign here ▶ *Johnny Johnson* 3-15-17
Signature (Authorized School District Representative) 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 ▶ Paul Bowman Senior Vice President
Print Name (Authorized Company Representative (Applicant)) Title

sign here ▶ *Paul Bowman* 3-15-17
Signature (Authorized Company Representative (Applicant)) Date

GIVEN under my hand and seal of office this, the

18TH day of MARCH, 2017.

Richard Simpson
Notary Public in and for the State of Texas

My Commission expires: NOVEMBER 21, 2018



(Notary Seal)

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



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

E.ON CLIMATE & RENEWABLES NORTH AMERICA, LLC
EC&R Development, LLC

0000100974



353 N. Clark St., 30th Floor, Chicago, IL 60654
T 312-923-9463; F 312-923-9469
www.eon.com

Kenedy County-Wide Common School Di
150 E La Parra St
Sarita TX 78385

Date: 02/08/2017
Page: 1

Account:2391996

Date	Invoice No	Reference	Deductions	Gross amount
01/24/2017	PYMTREQ01242017	Chapter 313 application fee- Stella I	0.00	75,000.00, 75,000.00

E.ON Climate & Renewables North America, LLC
EC&R Development, LLC

0000100974
1-2/210

DATE February 08, 2017

PAY TO THE
ORDER OF

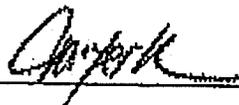
Kenedy County-Wide Common School Di

\$ 75,000.00

SEVENTY-FIVE THOUSAND and 00/100

DOLLARS

JPMorgan Chase Bank, N.A.
New York, NY



Security features. Details on back.

00000100974 0210000211

84407190211

Tab 3



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

1 2 0 0 0 7 5 1 6 8 0

2 0 1 6

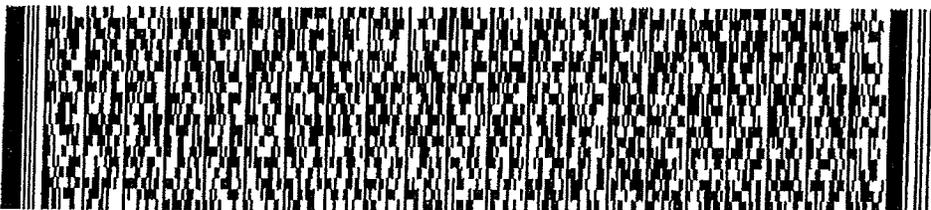
E.ON Climate & Renewables North America, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)										BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS	
1. EC&R SERVICES, LLC	3	2	0	4	2	2	0	6	6	1	8	■ ○
2. EC&R ENERGY MARKETING, LLC	3	2	0	4	1	7	0	8	3	4	1	■ ○
3. EC&R DEVELOPMENT, LLC	3	2	0	3	9	4	5	1	5	3	2	■ ○
4. MUNNSVILLE INVESTCO, LLC	3	0	0	5	4	3	4	7	1			■ ●
5. FOREST CREEK INVESTCO, INC.	1	7	1	0	9	9	2	4	7	2	4	■ ●
6. EC&R INVESTCO MGMT II, LLC	9	0	0	5	4	4	2	4	8			■ ●
7. EC&R NA SOLAR PV, LLC	3	2	0	4	3	7	1	6	9	8	7	■ ●
8. CORDOVA WIND FARM, LLC	2	0	0	0	7	5	1	6	8			■ ●
9. EC&R ASSET MANAGEMENT, LLC	3	2	0	3	3	6	2	0	9	0	0	■ ●
10. EC&R INVESTCO MGMT, LLC	2	7	1	7	6	8	9	4	3			■ ●
11. EC&R O&M, LLC	3	2	0	3	0	3	5	4	8	4	2	■ ○
12. INADALE WIND FARM, LLC	3	2	0	3	3	8	2	6	0	6	9	■ ○
13. PYRON WIND FARM, LLC	3	2	0	3	3	8	2	6	0	9	3	■ ○
14. SETTLERS TRAIL WIND FARM, LLC	2	7	2	3	0	1	2	4	5			■ ●
15. EC&R PANTHER CREEK WIND FARM III, LLC	3	2	0	3	7	4	3	1	6	6	8	■ ○
16. EC&R QSE, LLC	3	2	0	3	3	7	5	9	0	2	1	■ ○
17. EC&R SHERMAN, LLC	3	2	0	3	7	1	3	2	8	1	1	■ ●
18. FLATLANDS WIND FARM, LLC	2	0	0	0	7	5	1	6	8			■ ●
19. PANTHER CREEK SOLAR, LLC	3	2	0	5	2	4	1	5	3	8	0	■ ○
20. EC&R SOLAR DEVELOPMENT, LLC	3	2	0	5	1	5	2	1	5	2	7	■ ○
21. ANACACHO WIND FARM, LLC	3	2	0	4	4	5	5	9	1	2	1	■ ○

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	<input type="radio"/>	FM	<input type="radio"/>
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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

1 2 0 0 0 7 5 1 6 8 0

2 0 1 6

E.ON Climate & Renewables North America, LLC

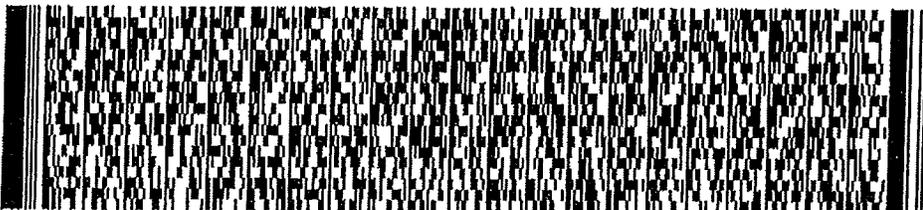
LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)										BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS	
	1	2	3	4	5	6	7	8	9	0		
1. MUNNSVILLE WF HOLDCO, LLC	2	6	1	9	5	2	0	7	7			●
2. MUNNSVILLE WIND FARM, LLC	2	6	1	9	5	2	0	7	7			●
3. PIONEER TRAIL WIND FARM, LLC	8	0	0	6	4	2	2	8	0			●
4. VENADO WIND FARM, LLC	3	2	0	3	8	4	0	5	9	0	1	●
5. WILDCAT WIND FARM II, LLC	2	7	1	7	6	8	9	4	3			●
6. PATRIOT WIND FARM, LLC	3	2	0	4	8	3	9	8	8	8	0	○
7. MARICOPA WEST SOLAR PV, LLC	9	0	0	6	4	1	8	6	0			●
8. TECH PARK SOLAR, LLC	4	5	1	1	7	7	9	1	3			●
9. TIPTON WIND, LLC	2	7	1	7	6	8	9	4	3			●
10. VALENCIA SOLAR, LLC	3	0	0	6	2	9	7	4	9			●
11. ALAMO SOLAR, LLC	3	7	1	7	7	0	0	5	1			●
12. MARICOPA EAST SOLAR PV, LLC	9	0	0	6	4	1	8	6	0			●
13. MARICOPA EAST SOLAR PV 2, LLC	9	0	0	6	4	1	8	6	0			●
14. NORTHERN ORCHARD SOLAR PV, LLC	9	0	0	6	4	1	8	6	0			●
15. WEST OF THE PECOS SOLAR, LLC	3	2	0	5	1	5	0	6	3	8	7	○
16. ROSE ROCK WIND FARM, LLC	2	7	1	7	6	9	6	3	1			●
17. WILDCAT WIND FARM III, LLC	2	7	1	7	6	8	9	4	3			●
18. MAGIC VALLEY WIND FARM II, LLC	3	2	0	5	2	2	2	9	9	0	6	○
19. EC&R MAGICAT HOLDCO, LLC	9	0	0	5	4	4	2	4	8			●
20. SNOW SHOE WIND FARM, LLC	2	7	1	7	6	8	9	4	3			●
21. STELLA WIND FARM, LLC	3	2	0	5	1	2	4	5	1	4	3	○

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VE/DE FM





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

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2 0 1 6

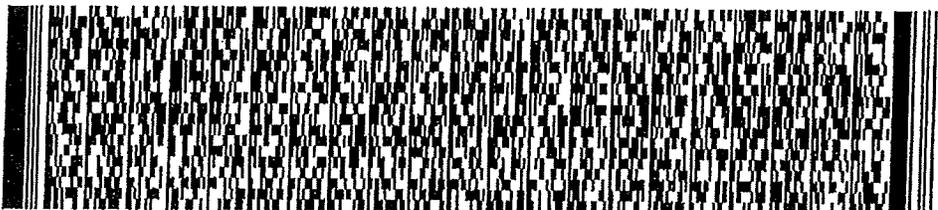
E.ON Climate & Renewables North America, LLC

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)										BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS	
1. CARDINAL WIND FARM, LLC	2	7	1	7	6	8	9	4	3			<input checked="" type="radio"/>
2. COLBECK'S CORNER, LLC	3	2	0	5	2	3	5	4	0	1	9	<input type="radio"/>
3. GRANDVIEW WIND FARM III, LLC	3	2	0	5	2	3	5	3	9	9	5	<input type="radio"/>
4. E.ON ENERGY SERVICES, LLC	3	2	0	5	5	9	4	2	8	6	9	<input type="radio"/>
5. STELLA WIND FARM II, LLC	3	2	0	5	2	3	5	3	9	7	9	<input type="radio"/>
6. VICI WIND FARM, LLC	2	7	1	7	6	9	6	3	1			<input checked="" type="radio"/>
7. TWIN FORKS WIND FARM, LLC	2	7	1	7	6	9	6	3	1			<input checked="" type="radio"/>
8. EC&R INVESTCO EPC MGMT, LLC	3	2	0	5	2	4	8	9	5	7	5	<input type="radio"/>
9. FOREST CREEK WF HOLDCO, LLC	1	2	6	2	3	6	3	4	1	4	9	<input checked="" type="radio"/>
10. FOREST CREEK WIND FARM, LLC	3	2	0	1	8	6	6	8	7	0	0	<input type="radio"/>
11. SAND BLUFF WF HOLDCO, LLC	1	2	6	1	8	0	4	5	2	6	9	<input checked="" type="radio"/>
12. SAND BLUFF WIND FARM, LLC	3	2	0	1	9	9	7	2	5	9	8	<input type="radio"/>
13. ROSCOE WF HOLDCO, LLC	1	2	6	2	0	8	2	9	0	2	3	<input checked="" type="radio"/>
14. ROSCOE WIND FARM, LLC	3	2	0	2	0	2	8	8	3	0	7	<input type="radio"/>
15. CHAMPION WF HOLDCO, LLC	1	2	6	1	8	1	5	1	7	1	1	<input checked="" type="radio"/>
16. CHAMPION WIND FARM, LLC	3	2	0	2	6	1	0	4	9	0	4	<input type="radio"/>
17. PANTHER CREEK WIND FARM I&II, LLC	3	2	0	3	3	8	2	6	2	4	2	<input type="radio"/>
18. E.ON CARBON SOURCING NORTH AMERICA LL	3	2	0	3	6	1	9	4	3			<input checked="" type="radio"/>
19. BOILING SPRINGS WIND FARM, LLC	2	7	1	7	6	9	6	3	1			<input checked="" type="radio"/>
20. TIERRA BLANCA WIND FARM, LLC	3	2	0	5	5	7	5	1	2	4	5	<input type="radio"/>
21. CATTLEMAN WIND FARM, LLC	3	2	0	5	5	7	2	8	2	7	6	<input type="radio"/>

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Texas Franchise Tax Extension Affiliate List

■ Tcode 13298 Franchise

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

1 2 0 0 0 7 5 1 6 8 0

2 0 1 6

E.ON Climate & Renewables North America, LLC

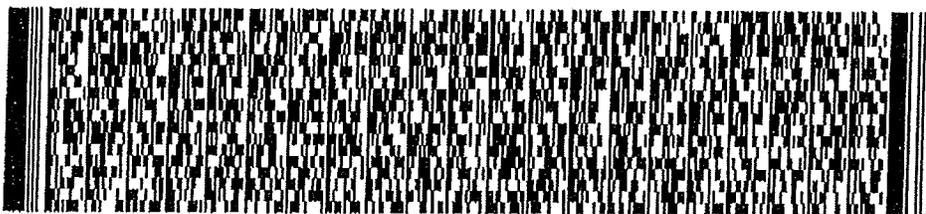
LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	BLACKEN CIRCLE IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. GRANDVIEW WIND FARM IV, LLC	3 2 0 5 8 6 1 2 2 0 4	■ ○
2. GRANDVIEW WIND FARM V, LLC	3 2 0 5 8 6 1 2 1 9 6	■ ○
3. PIPKIN RANCH WIND FARM, LLC	3 2 0 5 8 6 1 2 2 5 3	■ ○
4. VALVERDE WIND FARM, LLC	3 2 0 5 8 6 1 2 2 2 0	■ ○
5. WIT RANCH WIND FARM, LLC	3 2 0 5 8 6 1 2 2 3 8	■ ○
6. IRON HORSE BATTERY STORAGE, LLC	8 0 0 9 4 7 3 0 2	■ ●
7. BLACKBRIAR BATTERY, LLC	8 0 0 9 4 7 3 0 2	■ ●
8. PARADISE CUT BATTERY, LLC	8 0 0 9 4 7 3 0 2	■ ●
9. NARANJO BATTERY, LLC	8 0 0 9 4 7 3 0 2	■ ●
10. MARICOPA LAND HOLDING, LLC	8 0 0 9 4 7 3 0 2	■ ●
11. STOCKTON SOLAR I, LLC	8 0 0 9 4 7 3 0 2	■ ●
12. STOCKTON SOLAR II, LLC	8 0 0 9 4 7 3 0 2	■ ●
13. BROKEN SPOKE SOLAR, LLC	8 0 0 9 4 7 3 0 2	■ ●
14. EC&R FT HUACHUCA SOLAR, LLC	9 0 0 6 4 1 8 6 0	■ ●
15. KASSON MANTECA SOLAR, LLC	8 0 0 9 4 7 3 0 2	■ ●
16. PHELPS SOLAR PV, LLC	8 0 0 9 4 7 3 0 2	■ ●
17. MARICOPA WEST SOLAR PV 2, LLC	9 0 0 6 4 1 8 6 0	■ ●
18. FORTUNA SOLAR, LLC	8 0 0 9 4 7 3 0 2	■ ●
19. THREE ROCKS SOLAR, LLC	8 0 0 9 4 7 3 0 2	■ ●
20.		■ ○
21.		■ ○

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Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only

VE/DE FM





Stella Wind Farm, LLC, Texas tax payer identification number 32051245143, is a limited liability corporation first organized and registered with the Secretary of State on June 13, 2013. As of the date of this letter, the Stella Wind Farm, LLC has not been required to file a franchise tax report. As of the first applicable filing period, Stella Wind Farm, LLC will be a member of a combined group as defined by Texas Tax Code 171.0001 (7). The reporting entity taxpayer name is E.ON Climate & Renewables North America, LLC, Texas tax payer identification number 12000751680.

With kind regards,

A handwritten signature in black ink, appearing to read 'PB', with a horizontal line extending to the right.

Paul Bowman
Senior Vice President

Tab 4

Stella Wind Farm II, LLC
Application for Appraised Value Limitations on Qualified Property

Tab 4

Section 7 — Project Description

The proposed Project will consist of a facility designed to use wind power to generate electricity, including wind turbines, towers, transformers, transmission lines, and associated ancillary equipment necessary to safely operate, maintain and transmit power to the ERCOT grid, and meteorological equipment to measure and test wind speed and direction. The Project may consist of 58 - 125 wind turbine generators, with a capacity of 1.6 megawatts to 3.4 megawatts per generator, with an approximate total capacity of 200 MW. The Project layout is not finalized at this time and we are unable to precisely pinpoint the final location of the wind turbine generators as stated above. Applicant anticipates completing construction by fourth quarter of 2018. All of the property for which the applicant is seeking a limitation on appraised value is leased by the applicant.

The Project will be entirely located within Kenedy County. It will be within the Kenedy County-Wide Common School District. Current land use for the private property consists of hunting, ranching, and oil and gas production (note that these uses can continue, as the Project is designed to be compatible with such activities).

The additional improvements for the Project may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 58 -125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately 19 miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables

Tab 5

6/5/17

Stella Wind Farm, LLC
Application for Appraised Value Limitations on Qualified Property
Tab 5
Section 8 — Limitation as Determining Factor

- 1) N/A
- 2) **Stella Wind Farm, LLC has entered into contracts for work for preliminary land work.**
- 3) N/A
- 4) N/A
- 5) N/A
- 6) **Stella Wind Farm, LLC is located entirely in Kenedy County. Most of the project is in a Reinvestment Zone previously created by Kenedy County. The project may ask Kenedy County to create an additional Reinvestment Zone. The project has received a property tax abatement for 10 years from Kenedy County.**
- 7) **The Company is currently considering several projects in Texas, Oklahoma, Indiana, and Illinois. The Company has received tax incentives on several projects which are considered favorably in the analysis of the investment.**
- 8) N/A
- 9) N/A
- 10) N/A

TAX ABATEMENT AGREEMENT

between

KENEDY COUNTY and STELLA WIND FARM, LLC

(Phase II Wind Farm)

State of Texas)*(*

County of Kenedy)*(*

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Kenedy County, Texas ("County"), acting through its duly elected officers and Stella Wind Farm, LLC, and its owners and assigns, ("Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Kenedy County Reinvestment Zone Number Two, more specifically described in ATTACHMENT A to this Agreement. This Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Section IV(d) herein, unless terminated earlier as provided herein.

**I.
Authorization**

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Kenedy County Guidelines and Criteria for Granting Tax Abatements.

**II.
Definitions**

As used in this Agreement, the following terms shall have the meaning set forth below:

- a. *"Abatement"* means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- b. *"Calendar Year"* means each year beginning January 1 and ending on December 31.
- c. *"Certificate"* means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind power project described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with seventy-

two (72) hours' notice, may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.

- d. "*Certified Appraised Value*" means the appraised value, for property tax purposes, of the property within Kenedy County Reinvestment Zone Number Two, as certified by the Kenedy County Appraisal District for each taxable year.
- e. "*Eligible Property*" means property eligible for Abatement under the Kenedy County Guidelines and Criteria for Granting Tax Abatements.
 - 1. Eligible Property includes: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Kenedy County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
 - 2. Eligible Property shall not include: property (or a portion thereof if applicable) of Owner which was in place prior to the approval of this agreement and/or real property identified by the Kenedy County Appraisal District as being contained within the descriptions of property identified in Kenedy County Reinvestment Zone Number Two.
- f. "*Improvements*" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, foundations, roads, pad mount transformers, collection system, operations and maintenance buildings, meteorological towers, substations, generator transmission tie line, communications equipment and switching station that will be located in Kenedy County.
- g. "*Owner*" means Stella Wind Farm, LLC, the entity that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Stella Wind Farm, LLC. The term "Stella Wind Farm, LLC" means and includes the Owner.
- h. "*Real Property*" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

- i. "*Reinvestment Zone*" means Kenedy County Reinvestment Zone Number Two, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Kenedy County and described in Attachment A to this Agreement.
- j. "*Site*" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- k. "*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).
- l. "*Turbine Nameplate Capacity*" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

III. Improvements in Reinvestment Zone

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Section IV of the Agreement:

- a. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a wind power electric generation facility of approximately 25-100 wind turbine generators with an approximate capacity of 50-200 megawatts (MW) of overall Turbine Nameplate Capacity located in the Reinvestment Zone. The Certified Appraised Value will depend upon annual appraisals by the Kenedy County Appraisal District. The number of turbines and total MW will vary depending on the types of turbines used and the size of the wind power facility.
- b. Improvements also shall only include property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to, or in support of, the production or transmission of wind generated electrical power within *Kenedy County Reinvestment Zone Number Two*.
- c. Owner shall commence construction of the Improvements by no later than July 1, 2017, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2017.

IV. Term and Portion of Tax Abatement; Taxability of Property

- a. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;
 3. Prior to commencement of the abatement period designated in Section IV (B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located in the Reinvestment Zone will be owed and payable by Owner;
 4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Section IV(B) below; and
 5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period designated in Section IV (b).

- b. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of ad valorem property taxes levied by Kenedy County, Texas (not including school district taxes) as follows:
 1. Beginning on the January 1st of the Tax Year immediately following the Calendar Year during which the Owner provides the Certificate to the County and ending upon the conclusion of ten (10) full Tax Years, an Abatement equal to One Hundred Percent (100%) of taxable value of the Improvements.
 2. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated in the respective period designated above.
 3. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zone are abated in the respective period designated above.

- c. A portion of all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation.

This Agreement is not to be construed as evidence that such exemptions shall not apply to the Improvements.

- d. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of in an amount equal to Two Thousand Dollars per megawatt per year (\$2,000.00/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone) for each of the first five (5) Tax Years for which this abatement is in effect. Beginning with the sixth Tax Year for which this abatement is in effect, and continuing thereafter through the end of the tenth Tax Year for which this abatement is in effect, Owner agrees to make an annual payment to the County of in an amount equal to Two Thousand Five Hundred Dollars per megawatt per year (\$2,500.00/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone). The first payment due under this Section IV (d) shall be due October 1st of the Calendar Year immediately following the Calendar Year in which Owner provides the Certificate, with the remaining nine payments due annually (on October 1) thereafter.
- e. In no Tax Year for which payments calculated in accordance with the foregoing Section IV(d) shall payments due to the County under such Section exceed the full amount of taxes that would have been paid by Owner to the County in the absence of this agreement. For each Tax Year of this agreement the calculation required under this Section shall be made by multiplying the full taxable value which the Kenedy County Appraisal District would have placed upon the property subject to this agreement in the absence of this agreement times the tax rate for such year adopted by the Kenedy County Commissioners Court. In the event that the amount determined under this Section IV(e) is lower than the amount determined under the foregoing Section IV(d), Owner shall pay the lower amount to the County for that applicable Tax Year.

V.

Representations

The County and Owner make the following respective representations:

- a. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) construction of the proposed Improvements described in Section III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner

with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.

- b. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Kenedy County Guidelines and Criteria for Granting Tax Abatements as both exist on the effective date of this Agreement; (ii) no member of the County Commissioners Court owns or leases any land which Improvements will be placed on as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zone is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI.

Access to and Inspection of Property by County and Appraisal District Employees

- a. Owner shall allow the County's and County Appraisal District employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner seventy two (72) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- b. Owner shall, within ninety (90) days after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

VII.

Default, Remedies and Limitations of Liability

- a. The County may declare a default if Owner breaches any material term or condition of this Agreement, including the obligation to commence construction of the Improvements on the Site before July 1, 2017. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure, to the extent provided for below; or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Section VII(b) and VII(c) below, as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration

are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.

- b. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Kenedy County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- c. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue actually lost as a result of the Agreement (i.e. recapture for prior tax years only – no anticipatory / prospective recapture on future taxes), subject to the above provisions regarding notice and right to cure.
- d. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTION VII(C) OF THIS AGREEMENT, ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- e. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

VIII.

Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County, the State of Texas or the United States.

IX.

Assignment of Agreement

This agreement may be transferred and assigned in whole or in part by the holder to a new owner or lessee of the same or part of the same facility upon the specific approval of the Kenedy County Commissioners Court which shall base its review upon to the financial capacity of the assignee and the ability to ensure that all conditions and obligations in this agreement will continue to be met. Approval by the Commissioners Court shall not be unreasonably withheld so long as the conditions set forth in this Section are met.

No assignment or transfer shall be approved if either Owner or the prospective assignee are then liable to Kenedy County or any eligible taxing jurisdiction within Kenedy County, Texas for delinquent taxes or other delinquent obligations.

In the event that Owner seeks to assign this Agreement in whole or in part, Owner must provide the County with thirty (30) days written notice prior to any such assignment, and provides the County with a draft copy of the assignment. After the Kenedy County Commissioners Court's approval of such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations that accrue after the date of approval by the Commissioners Court, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County.

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

**XII.
Applicable Law**

This Agreement shall be construed under the laws of the State of Texas.

**XIII.
Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

**XIV.
Guidelines and Criteria**

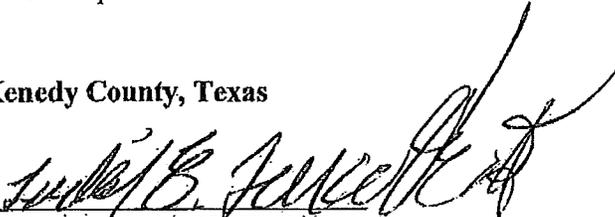
The Parties to this agreement acknowledge that this Agreement is entered into based upon Kenedy County Guidelines and Criteria for Granting Tax Abatements which were in effect as of the date of approval of this agreement. The Parties intend this agreement to be consistent with the Kenedy County Guidelines and Criteria for Granting Tax Abatements which were in effect as of the date of approval of this agreement. In the event of an irreconcilable conflict, the applicable adopted Guidelines and Criteria will prevail.

**XV.
Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the Kenedy County Commissioners Court and executed by the Owner on the respective dates shown below.

Kenedy County, Texas



LOUIS E. TURCOTTE, III
County Judge



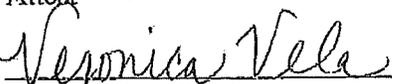
JOE RECIO
Commissioner, Precinct 1



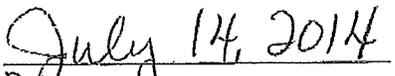
ROBERTO SALAZAR
Commissioner, Precinct 2

SARITA ARMSTRONG HIXON
Commissioner, Precinct 3

CINDY GONZALES
Commissioner, Precinct 4

Attest


VERONICA VELA
Kenedy County Clerk



Date

Attachment A

Attached is the Resolution creating *Kenedy County Reinvestment Zone Number Two*, For Commercial/Industrial Tax Abatement in Kenedy County, Texas, establishing the boundaries thereof, and designating the Reinvestment Zone dated July 14, 2014, duly passed on that date by action at a posted public meeting of the Kenedy County Commissioners Court.

ATTACHMENT B

Project Specification Summary

1. The Owner of the project is Stella Wind Farm, LLC.
2. The initial project value to be abated is estimated to be between Fifty Million Dollars (\$50,000,000) and Two Hundred Million Dollars (\$200,000,000)
3. The abatement commencement date is January 1st of the Tax Year immediately following the Calendar Year during which the Owner provides the Certificate to the County
4. The abatement termination date is December 31st of the tenth Tax Year after but including the commencement date.
5. The percentage of value to be abated each year is one hundred percent (100%) each year for ten (10) years after commencement date.
6. The proposed use of the facilities for which the abatement is being granted is for a wind farm of between fifty (50) and two hundred (200) megawatt nameplate generating capacity.
7. The total investment in the project is estimated to be between Fifty-Two and One-Half Million Dollars (\$62,500,000) and Two Hundred Fifty Million Dollars (\$250,000,000.)
8. The number of new permanent jobs to be created in the site for the period of abatement is five (5).
9. The map and legal description of the site is within *Kenedy County Reinvestment Zone Number Two* which is attached as **EXHIBIT 1** and **EXHIBIT 2**.

**RESOLUTION OF THE COMMISSIONERS COURT
OF KENEDY COUNTY, TEXAS**

**CREATING *KENEDY COUNTY REINVESTMENT ZONE NUMBER TWO*, FOR
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN KENEDY COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN
EFFECTIVE DATE**

PREAMBLE

WHEREAS, the Commissioners Court of Kenedy County, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Kenedy County for Granting a Tax Abatement in a Reinvestment Zone Created in Kenedy County, Texas (the "Guidelines"); and,

WHEREAS, Section 312.401 of the Texas Tax Code permits a County Commissioners Court to designate a reinvestment zone if that designation is reasonably likely to contribute to the retention or expansion of primary employment, or attract major investment in the reinvestment zone that would contribute to the economic development of the County; and,

WHEREAS, none of the area, described below in **EXHIBIT 1** and **EXHIBIT 2**, for which application for the creation of a reinvestment zone has been made, is within the taxing jurisdiction of any municipality; and,

WHEREAS, on July 14, 2014, a hearing before the Commissioners Court of Kenedy County, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the *Kingsville Record* and the delivery of written notice to the respective presiding officers of each taxing entity that it includes within its boundaries real property that is to be included in the proposed reinvestment zone; and,

WHEREAS, the Commissioners Court of Kenedy County, Texas at such public hearing, held in accordance with the procedural requirements of Chapter 312, of the Texas Tax Code, and Chapter 551 of the Texas Government Code, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and,

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone; and,

WHEREAS, the improvements set forth in the application by Stella Wind Farm, LLC for a tax abatement agreement are feasible and of benefit to the county after expiration of the tax abatement; and,

WHEREAS, the Kenedy County Commissioners Court wishes to create a reinvestment zone within the boundaries of Kenedy County as shown on the map attached as **EXHIBIT 1** and further described by the legal description set forth in **EXHIBIT 2** of this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KENEDY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Kenedy County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the *Kenedy County Reinvestment Zone Number Two* has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- (b) That the boundaries of *Kenedy County Reinvestment Zone Number Two* should be the area depicted in the plat map indicating the boundaries thereof, attached hereto as **EXHIBIT 1**, and further described in the legal description of the boundaries described in **EXHIBIT 2**, both of which are incorporated herein by reference for all intents and purposes; and,
- (c) That creation of *Kenedy County Reinvestment Zone Number Two* with boundaries as described in **EXHIBIT 1** and **EXHIBIT 2** will result in benefits to the Kenedy County, Texas and to land included in the zone and that the improvements sought are feasible and practical; and
- (d) The *Kenedy County Reinvestment Zone Number Two*, as described in **EXHIBIT 1** and **EXHIBIT 2** meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Kenedy County, Texas, and that the entire tract of land is located

entirely within an unincorporated area of Kenedy County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines and Criteria adopted by the Kenedy County Commissioners Court, the Kenedy County Commissioners Court hereby creates *Kenedy County Reinvestment Zone Number Two*, as a reinvestment zone for commercial-industrial tax abatement encompassing only the area within the boundaries described in **EXHIBIT 1** and **EXHIBIT 2**, and such reinvestment zone is hereby designated and shall hereafter be referred to as *Kenedy County Reinvestment Zone Number Two*.

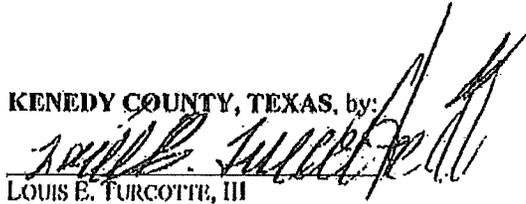
SECTION 4. *Kenedy County Reinvestment Zone Number Two* shall take effect on July 14, 2014 and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Kenedy County Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 14th day of July 2014.

KENEDY COUNTY, TEXAS, by:


LOUIS E. TURCOTTE, III
County Judge

Attest:

KENEDY COUNTY COMMISSIONERS COURT
Resolution creating *Kenedy County Reinvestment Zone Number Two*
July 14, 2014
Page 3

Veronica Vela
VERONICA VELA
Kenedy County Clerk

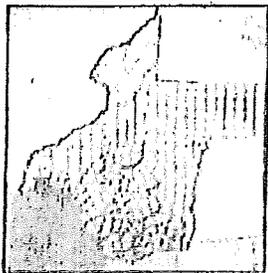
July 14, 2014
Date

[COUNTY SEAL]

EXHIBIT 1



Kennedy County,
Texas



Date: November 06, 2013
Map Scale 1:126,600
Projection: UTM 14
Datum: North American 1983

Grid
Master Pastures
Project Boundary



This map was prepared by the Texas Department of Transportation, District 10, for the purpose of showing the location of the project boundary and master pastures. It is not intended to be used for any other purpose.

EXHIBIT 2

Kenedy County Reinvestment Zone Two

Stella Reinvestment Zone No. 2 to include the following real property in Kenedy County, Texas:

SECTION	PASTURE	LAND GRANT
78	West Jaboncillos	Los Finados
79	West Jaboncillos	Los Finados
104	West Jaboncillos	El Palmito
103	West Jaboncillos	El Palmito
103	West Jaboncillos	Los Finados
102	West Jaboncillos	Los Finados
130	West Jaboncillos	El Palmito
131	West Jaboncillos	El Palmito
131	West Jaboncillos	Los Finados
132	West Jaboncillos	Los Finados
130	West Jaboncillos	Little Barreta
131	West Jaboncillos	Little Barreta
157	West Jaboncillos	Little Barreta
156	West Jaboncillos	Little Barreta
156	West Jaboncillos	Los Finados
155	West Jaboncillos	Los Finados
193	West Jaboncillos	Little Barreta
194	West Jaboncillos	Little Barreta
194	West Jaboncillos	Los Finados
195	West Jaboncillos	Los Finados
220	West Jaboncillos	Little Barreta
219	West Jaboncillos	Little Barreta
106	East Jaboncillos	El Palmito
105	East Jaboncillos	El Palmito
104	East Jaboncillos	El Palmito
128	East Jaboncillos	El Palmito
129	East Jaboncillos	El Palmito
130	East Jaboncillos	El Palmito
128	East Jaboncillos	Little Barreta
129	East Jaboncillos	Little Barreta
130	East Jaboncillos	Little Barreta
160	East Jaboncillos	Little Barreta
169	East Jaboncillos	Little Barreta
158	East Jaboncillos	Little Barreta
157	East Jaboncillos	Little Barreta
190	East Jaboncillos	Little Barreta
191	East Jaboncillos	Little Barreta
192	East Jaboncillos	Little Barreta
193	East Jaboncillos	Little Barreta
223	East Jaboncillos	Little Barreta
222	East Jaboncillos	Little Barreta
221	East Jaboncillos	Little Barreta
220	East Jaboncillos	Little Barreta

249	East Jaboncillos	Little Barreta
250	East Jaboncillos	Little Barreta
251	East Jaboncillos	Little Barreta
252	East Jaboncillos	Little Barreta
160	Agua Dulce Trap	Little Barreta
190	Agua Dulce Trap	Little Barreta
224	San Pedro Trap	Little Barreta
223	San Pedro Trap	Little Barreta
248	San Pedro Trap	Little Barreta
249	San Pedro Trap	Little Barreta
248	Barreta	Little Barreta
249	Barreta	Little Barreta
250	Barreta	Little Barreta
		Big (La)
248	Barreta	Barreta
		Big (La)
249	Barreta	Barreta
		Big (La)
250	Barreta	Barreta
		Big (La)
258	Barreta	Barreta
		Big (La)
325	South Tajos	Barreta
		Big (La)
324	South Tajos	Barreta
		Big (La)
345	South Tajos	Barreta
		Big (La)
346	South Tajos	Barreta
		Big (La)
347	South Tajos	Barreta
		Big (La)
348	South Tajos	Barreta
		Big (La)
356	South Tajos	Barreta
		Big (La)
355	South Tajos	Barreta
		Big (La)
354	South Tajos	Barreta
		Big (La)
353	South Tajos	Barreta
		Big (La)
372	South Tajos	Barreta
		Big (La)
373	South Tajos	Barreta
		Big (La)
374	South Tajos	Barreta
		Big (La)
375	South Tajos	Barreta
		Big (La)
376	South Tajos	Barreta
		Big (La)
382	South Tajos	Barreta
381	South Tajos	Big (La)

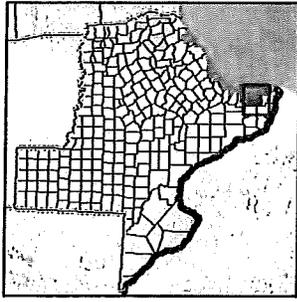
		Barreta
		Big (La)
380	South Tajos	Barreta
		Big (La)
379	South Tajos	Barreta
246	East	Little Barreta
		Big (La)
247	East	Barreta
		Big (La)
248	East	Barreta
		Big (La)
249	East	Barreta
		Big (La)
261	East	Barreta
		Big (La)
260	East	Barreta
		Big (La)
259	East	Barreta
		Big (La)
258	East	Barreta
		Big (La)
279	East	Barreta
		Big (La)
280	East	Barreta
		Big (La)
281	East	Barreta
		Big (La)
285	East	Barreta
		Big (La)
294	East	Barreta
		Big (La)
293	East	Barreta
		Big (La)
313	East	Barreta
		Big (La)
314	East	Barreta
		Big (La)
313	Tajos Trap	Barreta
		Big (La)
314	Tajos Trap	Barreta
		Big (La)
327	Tajos Trap	Barreta
		Big (La)
326	Tajos Trap	Barreta
		Big (La)
327	Llano Trap	Barreta
		Big (La)
344	Llano Trap	Barreta
		Big (La)
345	Llano Trap	Barreta
		Big (La)
296	María Stella	Barreta
		Big (La)
295	María Stella	Barreta
		Big (La)
312	María Stella	Barreta

313	Maria Stella	Big (La) Barreta
329	Maria Stella	Big (La) Barreta
328	Maria Stella	Big (La) Barreta
327	Maria Stella	Big (La) Barreta
342	Maria Stella	Big (La) Barreta
343	Maria Stella	Big (La) Barreta
344	Maria Stella	Big (La) Barreta
328	South Maria Stella	Big (La) Barreta
327	South Maria Stella	Big (La) Barreta
342	South Maria Stella	Big (La) Barreta
343	South Maria Stella	Big (La) Barreta
344	South Maria Stella	Big (La) Barreta
345	South Maria Stella	Big (La) Barreta
358	South Maria Stella	Big (La) Barreta
357	South Maria Stella	Big (La) Barreta
356	South Maria Stella	Big (La) Barreta
371	South Maria Stella	Big (La) Barreta
372	South Maria Stella	Big (La) Barreta
373	South Maria Stella	Big (La) Barreta
384	South Maria Stella	Big (La) Barreta
383	South Maria Stella	Big (La) Barreta
382	South Maria Stella	Big (La) Barreta
385	South Maria Stella	Big (La) Barreta
386	South Maria Stella	Big (La) Barreta

Tab 6

STELLA PHASE I

Kenedy County

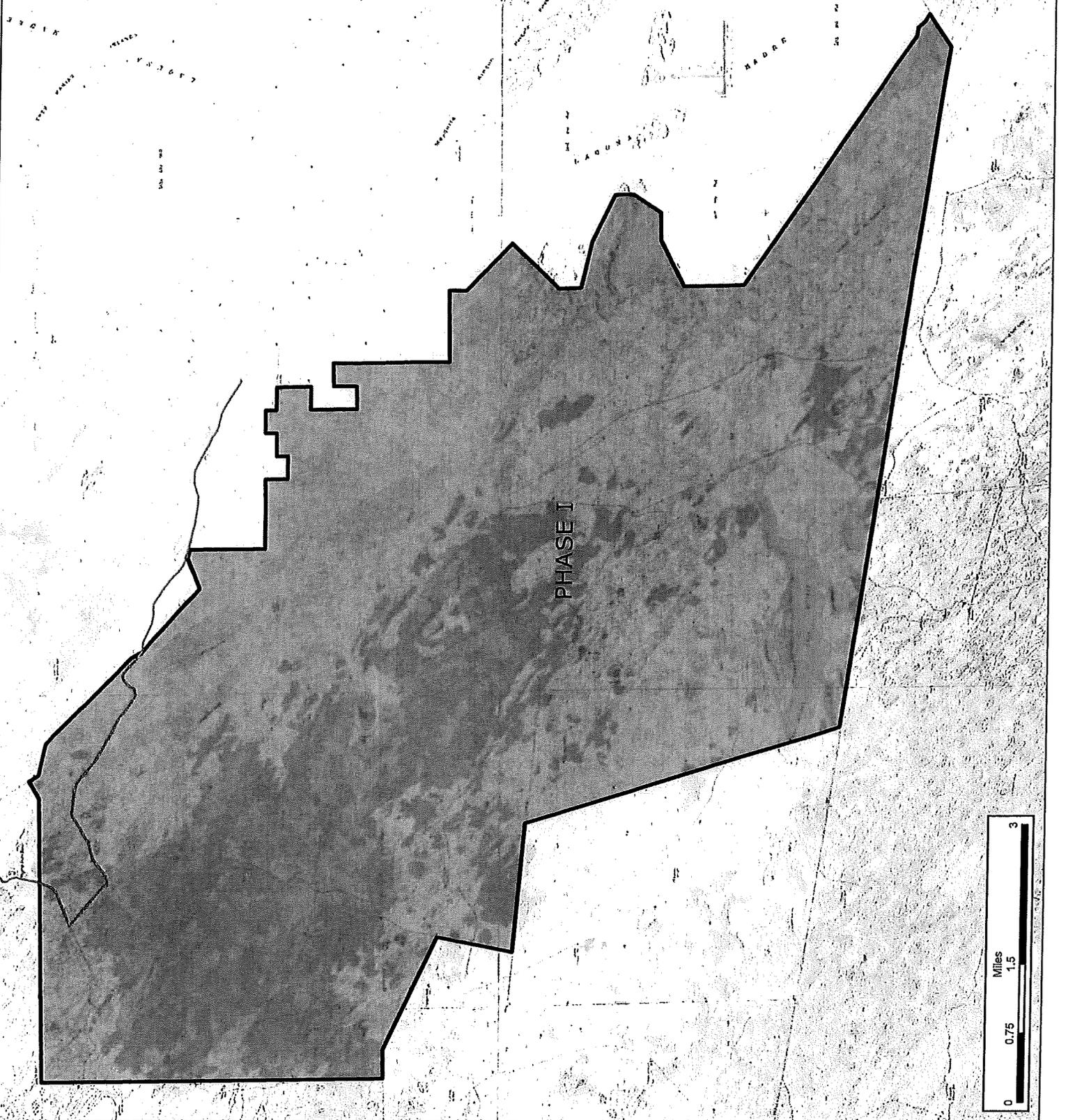


Date: May 11, 2015
Map Scale 1:85,000
Projection: UTM 14
Datum: North American 1983

- Interstate
- Highway
- Major Road
- County Road
- Project Boundary



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PHASE I



Stella Wind Farm II, LLC
Application for Appraised Value Limitations on Qualified Property
Tab 6
Section 10 — The Property

The proposed Project will consist of a facility designed to use wind power to generate electricity, including wind turbines, towers, transformers, transmission lines, and associated ancillary equipment necessary to safely operate, maintain and transmit power to the ERCOT grid, and meteorological equipment to measure and test wind speed and direction. The Project may consist of 58 - 125 wind turbine generators, with a capacity of 1.6 megawatts to 3.4 megawatts per generator, with an approximate total capacity of 200 MW. The Project layout is not finalized at this time and we are unable to precisely pinpoint the final location of the wind turbine generators as stated above. Applicant anticipates completing construction by fourth quarter of 2018. All of the property for which the applicant is seeking a limitation on appraised value is leased by the applicant.

The Project will be entirely located within Kenedy County. It will be within the Kenedy County-Wide Common School District. Current land use for the private property consists of hunting, ranching, and oil and gas production (note that these uses can continue, as the Project is designed to be compatible with such activities).

The additional improvements for the Project may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 58 -125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately 19 miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables

Tab 7

Stella Wind Farm, LLC
Application for Appraised Value Limitations on Qualified Property
Tab 7

Section 11— Investment

Description of Qualified Investment

4a. & 4b. Stella Wind Farm, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 200 megawatts (the "Project"). The exact number of wind turbines and the size of each turbine will vary depending upon the wind turbines selected and the megawatt generating capacity of the project completed. The company is considering a number of different turbines and the final project will have 58-125 turbines.

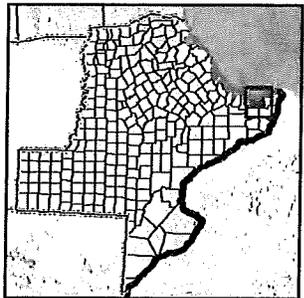
The additional improvements for the Project may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 58-125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately 19 miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables

4c. Please see attached map. The specific locations of the roads, turbines and ancillary equipment is yet to be determined.

STELLA PHASE I

Kenedy County



Date: May 11, 2015
Map Scale 1:85,000
Projection: UTM 14
Datum: North American 1983

- Interstate
- Highway
- Major Road
- County Road
- Project Boundary

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PHASE I



Tab 8

Stella Wind Farm, LLC
Application for Appraised Value Limitations on Qualified Property
Tab 8

Section 12— Qualified Property

Description of Qualified Property

1a. & 1b. Stella Wind Farm, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 200 megawatts (the "Project"). The exact number of wind turbines and the size of each turbine will vary depending upon the wind turbines selected and the megawatt generating capacity of the project completed. The company is considering a number of different turbines and the final project will have 58-125 turbines.

The additional improvements for the Project may include but are not limited to:

- Roadwork, sloped for drainage, with turnouts from public roads
- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 58-125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- ECRNA will construct one 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- The collection substation will be connected to the utility interconnection through a single-circuit, double 795 ACSR conductor 345kv transmission line approximately 19 miles in length.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables

1c. Please see attached map. The specific locations of the roads, turbines and ancillary equipment is yet to be determined.

STELLA PHASE I

Kenedy County

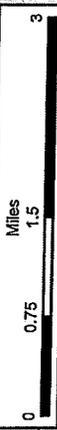
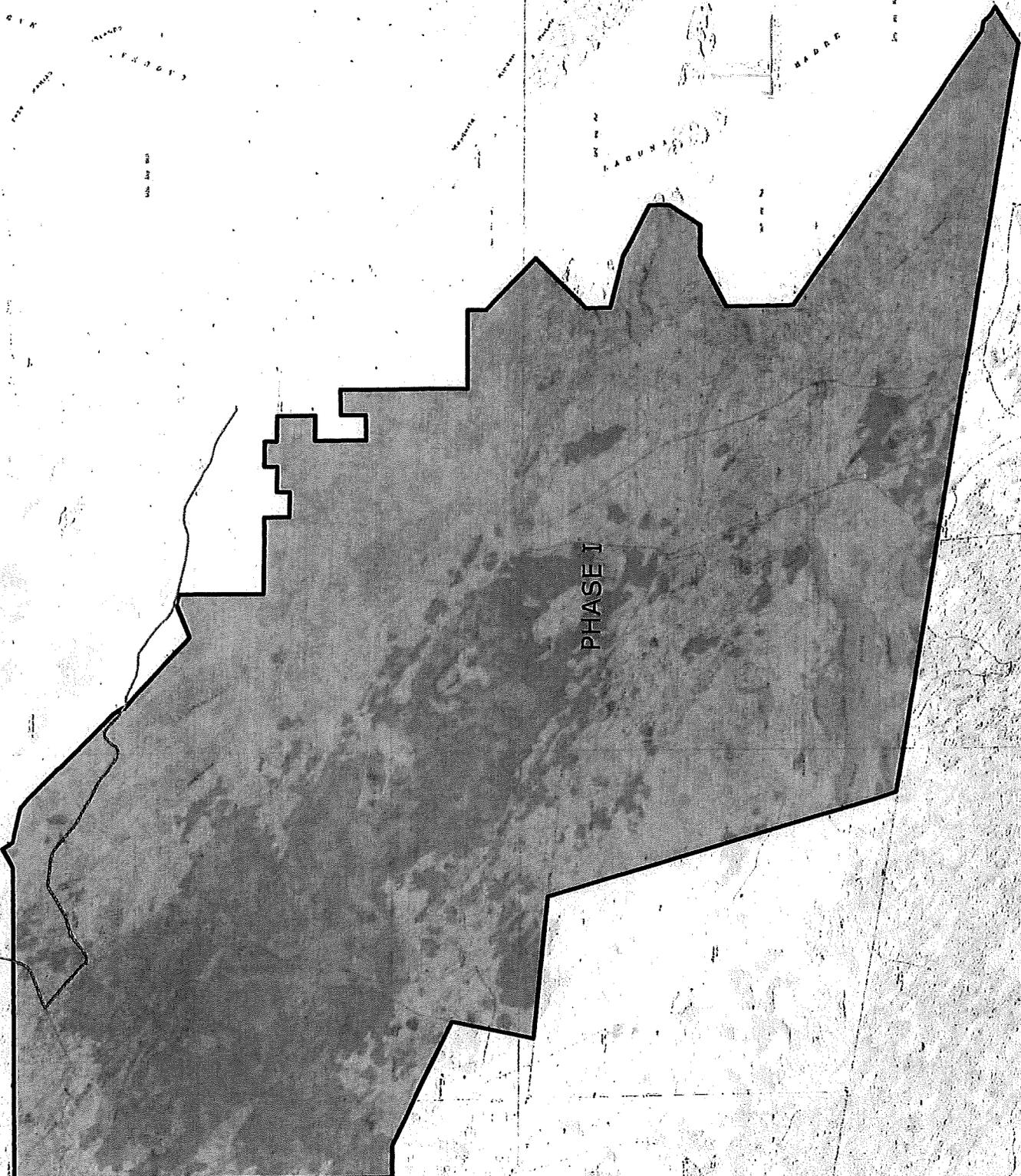


Date: May 11, 2015
Map Scale: 1:85,000
Projection: UTM 14
Datum: North American 1983

- Interstate
- Highway
- Major Road
- County Road
- Project Boundary



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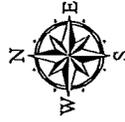
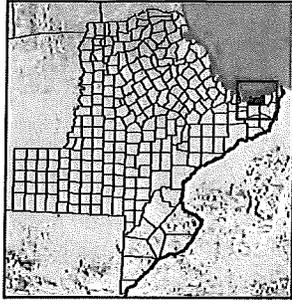
Tab 9

Tab 10

Tab 11

STELLA School District

Kenedy County, Texas



Date: March 15, 2017
Map Scale 1:388,250
Projection: UTM 14
Datum: North American 1983

- Turbines
- Highway
- Major Road
- Project Area
- School District
- Counties



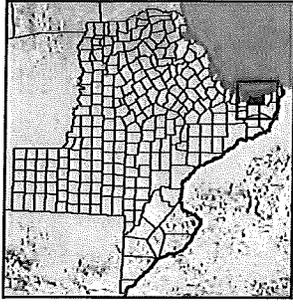
e.on

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STELLA Reinvestment Zone #3

Kenedy County,
Texas

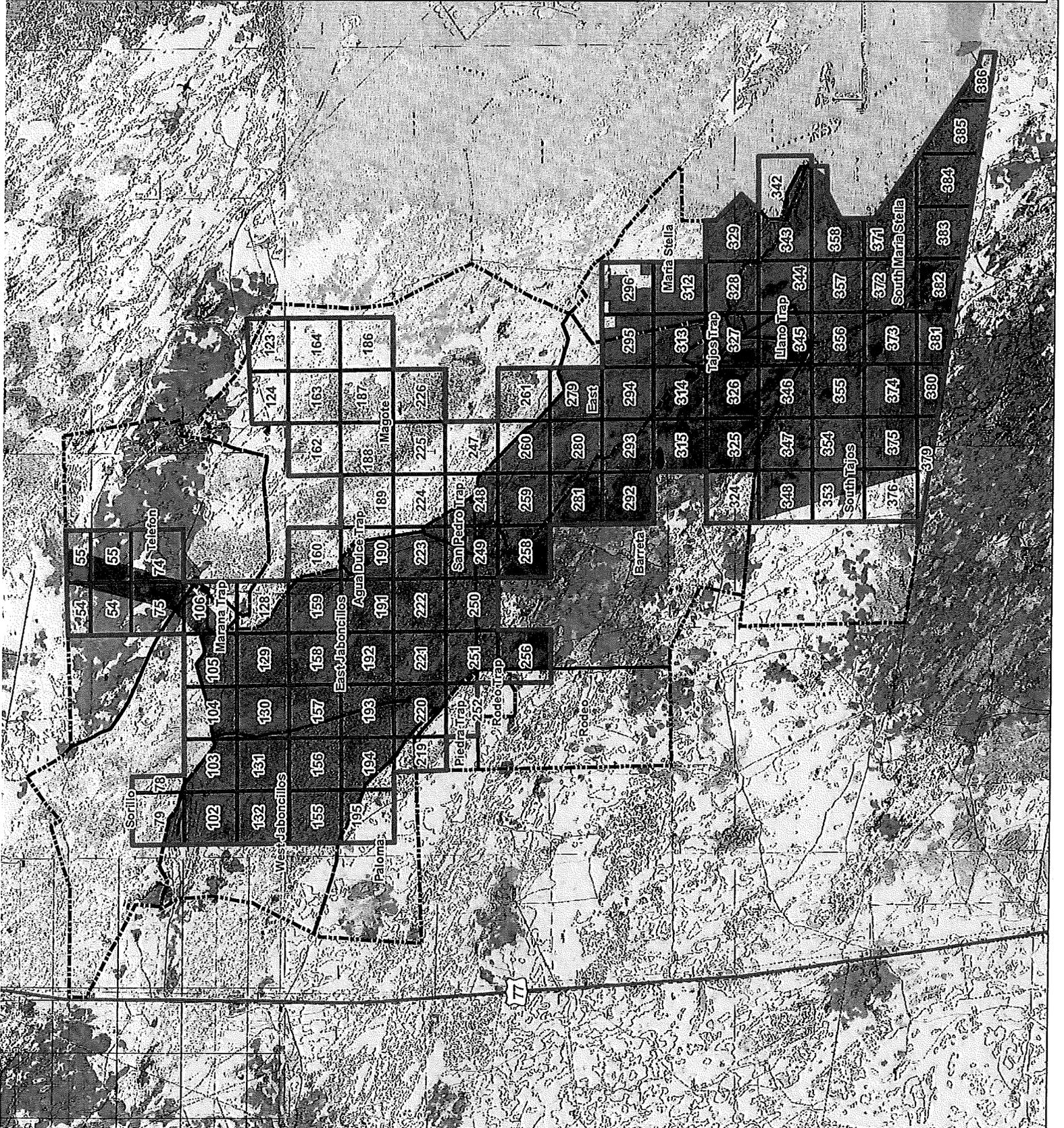


Date: March 15, 2017
Map Scale 1:150,000
Projection: UTM 14
Datum: North American 1983

- Highway
- Major Road
- Reinvestment Zone
- Master Pastures
- Sections
- Project Area



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Tab 12

6/5/17



701 Brazos Street
Suite 1400
Austin, TX 78701

May 17, 2017

Mr. Johnny Johnson
Interim Superintendent
Kenedy County-Wide Common School District
150 East La Parra Street
Sarita, TX 78385

Re: Chapter 313 Job Waiver Request

Dear Mr. Johnson:

Stella Wind Farm, LLC requests that the Kenedy County-Wide Common School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the tax code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility attic property owner that is described in the application.

Stella Wind Farm, LLC requests that the Kenedy County-Wide Common School District make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Stella Wind Farm, LLC has committed to create 5 total jobs for the project.

Wind projects create a large number of full and part-time, but temporary jobs during the construction phase of the project, but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may fluctuate depending on the operations and maintenance requirements of the turbine selected as well as the support and technical assistance offered by the turbine manufacturer. The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition, to the onsite employees, there may be managers or technicians who support the project from offsite locations.

With kind regards,

A handwritten signature in black ink, appearing to read 'PB', with a long horizontal line extending to the right.

Paul Bowman
Sr. Vice President, Development

Tab 13

CALCULATION OF WAGE REQUIREMENTS

TOTAL REGION MANUFACTURING

Council of Government	Hourly	Weekly	Annual
1. Coastal Bend COG	\$25.97	\$1038.62	\$54,008

$\$1038.62 \times 1.10 = \mathbf{\$1142.48}$

$\$54,008 \times 1.10 = \mathbf{\$59,408.80}$

TOTAL— ALL INDUSTRIES – Kenedy County

Year	Quarter	Average Weekly Wages	Annualized
2015	4Q	\$1,165	\$60,580
2016	1Q	\$1,088	\$56,576
2016	2Q	\$1,077	\$53,850
2016	3Q	\$1,071	\$55,692
		<hr/>	<hr/>
		\$1,100.25	\$56,675

**Quarterly Employment and Wages (QCEW)
Kenedy County - Manufacturing**

No data available.

Quarterly Employment and Wages (QCEW) Kenedy County – All Industries

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2015	4th Qtr	Kenedy County	Private	00	0	10	Total, All Industries	\$1,165
2016	1st Qtr	Kenedy County	Private	00	0	10	Total, All Industries	\$1,088
2016	2nd Qtr	Kenedy County	Private	00	0	10	Total, All Industries	\$1,077
2016	3rd Qtr	Kenedy County	Private	00	0	10	Total, All Industries	\$1,071

**2015 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$24.41	\$50,778
<u>1. Panhandle Regional Planning Commission</u>	\$20.64	\$42,941
<u>2. South Plains Association of Governments</u>	\$17.50	\$36,408
<u>3. NORTEX Regional Planning Commission</u>	\$23.28	\$48,413
<u>4. North Central Texas Council of Governments</u>	\$25.03	\$52,068
<u>5. Ark-Tex Council of Governments</u>	\$18.46	\$38,398
<u>6. East Texas Council of Governments</u>	\$19.84	\$41,270
<u>7. West Central Texas Council of Governments</u>	\$19.84	\$41,257
<u>8. Rio Grande Council of Governments</u>	\$18.32	\$38,109
<u>9. Permian Basin Regional Planning Commission</u>	\$25.18	\$52,382
<u>10. Concho Valley Council of Governments</u>	\$18.80	\$39,106
<u>11. Heart of Texas Council of Governments</u>	\$21.41	\$44,526
<u>12. Capital Area Council of Governments</u>	\$29.98	\$62,363
<u>13. Brazos Valley Council of Governments</u>	\$18.78	\$39,057
<u>14. Deep East Texas Council of Governments</u>	\$17.30	\$35,993
<u>15. South East Texas Regional Planning Commission</u>	\$30.41	\$63,247
<u>16. Houston-Galveston Area Council</u>	\$26.44	\$54,985
<u>17. Golden Crescent Regional Planning Commission</u>	\$23.73	\$49,361
<u>18. Alamo Area Council of Governments</u>	\$19.96	\$41,516
<u>19. South Texas Development Council</u>	\$15.87	\$33,016
<u>20. Coastal Bend Council of Governments</u>	\$25.97	\$54,008
<u>21. Lower Rio Grande Valley Development Council</u>	\$16.17	\$33,634
<u>22. Texoma Council of Governments</u>	\$19.04	\$39,595
<u>23. Central Texas Council of Governments</u>	\$18.04	\$37,533
<u>24. Middle Rio Grande Development Council</u>	\$22.24	\$46,263

Source: Texas Occupational Employment and Wages

Data published: July 2016

Data published annually, next update will be July 31, 2017

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 14

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Name Stella Wind Farm, LLC
Kennedy County Wide USD

PROPERTY INVESTMENT AMOUNTS

		(Estimated investment in each year. Do not put cumulative totals.)						
		Column A	Column B	Column C	Column D	Column E		
		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 not become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [NOTE]	Total Investment (Sum of Columns A+B+C+D)		
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	Year	Year	Year	Year	Year
ment made before filing complete application with district								
ment made after filing complete application with district, but before final board approval of application	2017-2018	2017						
ment made after final board approval of application and before Jan. 1 of first complete year of qualifying time period								
5 tax years of qualifying time period	Q1P1	2018						265,000.00
	Q1P2	2019						
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]								265,000.00
Total Qualified Investment (sum of green cells)								265,000.00

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.
 Column B: The total dollar amount of planned investment in buildings or nonremovable components 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 313.02(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 result in qualified property are land or professional services.
 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.
 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)

Name Stella Wind Farm, LLC
Kennedy County Wide ISD

PROPERTY INVESTMENT AMOUNTS

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	(Estimated investment in each year. Do not put cumulative totals.)			Column D Other investment made during this year that will become Qualified Property (SEE NOTE)	Column E Total investment (A+B+C+D)
			Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other investment made during this year that will not become Qualified Property (SEE NOTE)		
Total Investment from Schedule A1*							
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>							
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>							
		TOTALS FROM SCHEDULE A1	\$ 265,000,000.00			\$ 265,000,000.00	
		Value limitation period***					
		Continue to maintain viable presence					
		years for 25 year economic impact as required by 313.026(c)(1)					
		Total investment made through limitation	\$ 265,000,000.00			\$ 265,000,000.00	
		11 2029-2030					
		12 2030-2031					
		13 2031-2032					
		14 2032-2033					
		15 2033-2034					
		16 2034-2035					
		17 2035-2036					
		18 2036-2037					
		19 2037-2038					
		20 2038-2039					
		21 2039-2040					
		22 2040-2041					
		23 2041-2042					
		24 2042-2043					
		25 2043-2044					

* 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.
 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.
 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)

Stella Wind Farm, LLC
Kenedy County Wide ISD

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
0	2017-2018	2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	2018-2019	2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2019-2020	2019	\$ -	\$ -	\$ 245,000,000	\$ 245,000,000	\$ 245,000,000.00	\$ 30,000,000.00
2	2020-2021	2020	\$ -	\$ -	\$ 235,200,000	\$ 235,200,000	\$ 235,200,000.00	\$ 30,000,000.00
3	2021-2022	2021	\$ -	\$ -	\$ 225,400,000	\$ 225,400,000	\$ 225,400,000.00	\$ 30,000,000.00
4	2022-2023	2022	\$ -	\$ -	\$ 215,600,000	\$ 215,600,000	\$ 215,600,000.00	\$ 30,000,000.00
5	2023-2024	2023	\$ -	\$ -	\$ 205,800,000	\$ 205,800,000	\$ 205,800,000.00	\$ 30,000,000.00
6	2024-2025	2024	\$ -	\$ -	\$ 196,000,000	\$ 196,000,000	\$ 196,000,000.00	\$ 30,000,000.00
7	2025-2026	2025	\$ -	\$ -	\$ 186,200,000	\$ 186,200,000	\$ 186,200,000.00	\$ 30,000,000.00
8	2026-2027	2026	\$ -	\$ -	\$ 176,400,000	\$ 176,400,000	\$ 176,400,000.00	\$ 30,000,000.00
9	2027-2028	2027	\$ -	\$ -	\$ 166,600,000	\$ 166,600,000	\$ 166,600,000.00	\$ 30,000,000.00
10	2028-2029	2028	\$ -	\$ -	\$ 156,800,000	\$ 156,800,000	\$ 156,800,000.00	\$ 30,000,000.00
11	2029-2030	2029	\$ -	\$ -	\$ 147,000,000	\$ 147,000,000	\$ 147,000,000.00	\$ 147,000,000.00
12	2030-2031	2030	\$ -	\$ -	\$ 137,200,000	\$ 137,200,000	\$ 137,200,000.00	\$ 137,200,000.00
13	2031-2032	2031	\$ -	\$ -	\$ 127,400,000	\$ 127,400,000	\$ 127,400,000.00	\$ 127,400,000.00
14	2032-2033	2032	\$ -	\$ -	\$ 117,600,000	\$ 117,600,000	\$ 117,600,000.00	\$ 117,600,000.00
15	2033-2034	2033	\$ -	\$ -	\$ 107,800,000	\$ 107,800,000	\$ 107,800,000.00	\$ 107,800,000.00
16	2034-2035	2034	\$ -	\$ -	\$ 98,000,000	\$ 98,000,000	\$ 98,000,000.00	\$ 98,000,000.00
17	2035-2036	2035	\$ -	\$ -	\$ 88,200,000	\$ 88,200,000	\$ 88,200,000.00	\$ 88,200,000.00
18	2036-2037	2036	\$ -	\$ -	\$ 78,400,000	\$ 78,400,000	\$ 78,400,000.00	\$ 78,400,000.00
19	2037-2038	2037	\$ -	\$ -	\$ 68,600,000	\$ 68,600,000	\$ 68,600,000.00	\$ 68,600,000.00
20	2038-2039	2038	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00
21	2039-2040	2039	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00
22	2040-2041	2040	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00
23	2041-2042	2041	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00
24	2042-2043	2042	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00
25	2043-2044	2043	\$ -	\$ -	\$ 61,250,000	\$ 61,250,000	\$ 61,250,000.00	\$ 61,250,000.00

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.

Additional years for
 economic impact
 as required by
 313.026(c)(1)

Schedule C: Employment Information

Amended 03/15/16
Form 50-296A
Revised Feb 2014

Applicant Name
Stella Wind Farm, LLC
Kenedy County Wide ISD

	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		
Tax Year (Actual tax year) YYYY	School Year (YYYY-YYYY)	Year	Column B	Column C	Column D	Column E	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	2017-2018	2017					
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	2018-2019	2018	100 FTE				
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	2019-2020	2019		N/A	5	\$ 59,408.96	
	2020-2021	2020		N/A	5	\$ 59,408.96	
	2021-2022	2021		N/A	5	\$ 59,408.96	
	2022-2023	2022		N/A	5	\$ 59,408.96	
	2023-2024	2023		N/A	5	\$ 59,408.96	
	2024-2025	2024		N/A	5	\$ 59,408.96	
	2025-2026	2025		N/A	5	\$ 59,408.96	
	2026-2027	2026		N/A	5	\$ 59,408.96	
	2027-2028	2027		N/A	5	\$ 59,408.96	
	2028-2029	2028		N/A	5	\$ 59,408.96	
Years Following Value Limitation Period	2029-2044	2029-2044		N/A	5	\$ 59,408.96	

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 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)?

C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

Yes No

Yes No

Yes No

03/15/11

Tab 15

Tab 16

Stella Wind Farm, LLC
Application for Appraised Value Limitations on Qualified Property
Tab 16
Section 12— Reinvestment Zone

3b., 3c. & 3e. Please find information in Tab 5

3d. Guidelines follow this page.

**RESOLUTION OF THE COMMISSIONERS COURT
OF KENEDY COUNTY, TEXAS**

**CREATING *KENEDY COUNTY REINVESTMENT ZONE NUMBER TWO*, FOR
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN KENEDY COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN
EFFECTIVE DATE**

PREAMBLE

WHEREAS, the Commissioners Court of Kenedy County, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Kenedy County for Granting a Tax Abatement in a Reinvestment Zone Created in Kenedy County, Texas (the "Guidelines"); and,

WHEREAS, Section 312.401 of the Texas Tax Code permits a County Commissioners Court to designate a reinvestment zone if that designation is reasonably likely to contribute to the retention or expansion of primary employment, or attract major investment in the reinvestment zone that would contribute to the economic development of the County; and,

WHEREAS, none of the area, described below in **EXHIBIT 1** and **EXHIBIT 2** , for which application for the creation of a reinvestment zone has been made, is within the taxing jurisdiction of any municipality; and,

WHEREAS, on July 14, 2014, a hearing before the Commissioners Court of Kenedy County, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the *Kingsville Record* and the delivery of written notice to the respective presiding officers of each taxing entity that it includes within its boundaries real property that is to be included in the proposed reinvestment zone; and,

WHEREAS, the Commissioners Court of Kenedy County, Texas at such public hearing, held in accordance with the procedural requirements of Chapter 312, of the Texas Tax Code, and Chapter 551 of the Texas Government Code, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and,

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone; and,

WHEREAS, the improvements set forth in the application by Stella Wind Farm, LLC for a tax abatement agreement are feasible and of benefit to the county after expiration of the tax abatement; and,

WHEREAS, the Kenedy County Commissioners Court wishes to create a reinvestment zone within the boundaries of Kenedy County as shown on the map attached as **EXHIBIT 1** and further described by the legal description set forth in **EXHIBIT 2** of this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KENEDY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Kenedy County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the *Kenedy County Reinvestment Zone Number Two* has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- (b) That the boundaries of *Kenedy County Reinvestment Zone Number Two* should be the area depicted in the plat map indicating the boundaries thereof, attached hereto as **EXHIBIT 1**, and further described in the legal description of the boundaries described in **EXHIBIT 2**, both of which are incorporated herein by reference for all intents and purposes; and,
- (c) That creation of *Kenedy County Reinvestment Zone Number Two* with boundaries as described in **EXHIBIT 1** and **EXHIBIT 2** will result in benefits to the Kenedy County, Texas and to land included in the zone and that the improvements sought are feasible and practical; and
- (d) The *Kenedy County Reinvestment Zone Number Two*, as described in **EXHIBIT 1** and **EXHIBIT 2** meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Kenedy County, Texas, and that the entire tract of land is located

entirely within an unincorporated area of Kenedy County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines and Criteria adopted by the Kenedy County Commissioners Court, the Kenedy County Commissioners Court hereby creates *Kenedy County Reinvestment Zone Number Two*, as a reinvestment zone for commercial-industrial tax abatement encompassing only the area within the boundaries described in **EXHIBIT 1** and **EXHIBIT 2**, and such reinvestment zone is hereby designated and shall hereafter be referred to as *Kenedy County Reinvestment Zone Number Two*.

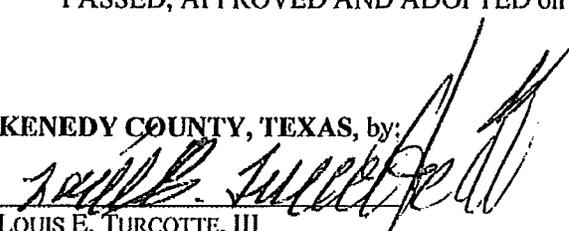
SECTION 4. *Kenedy County Reinvestment Zone Number Two* shall take effect on July 14, 2014 and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Kenedy County Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 14th day of July 2014.

KENEDY COUNTY, TEXAS, by:



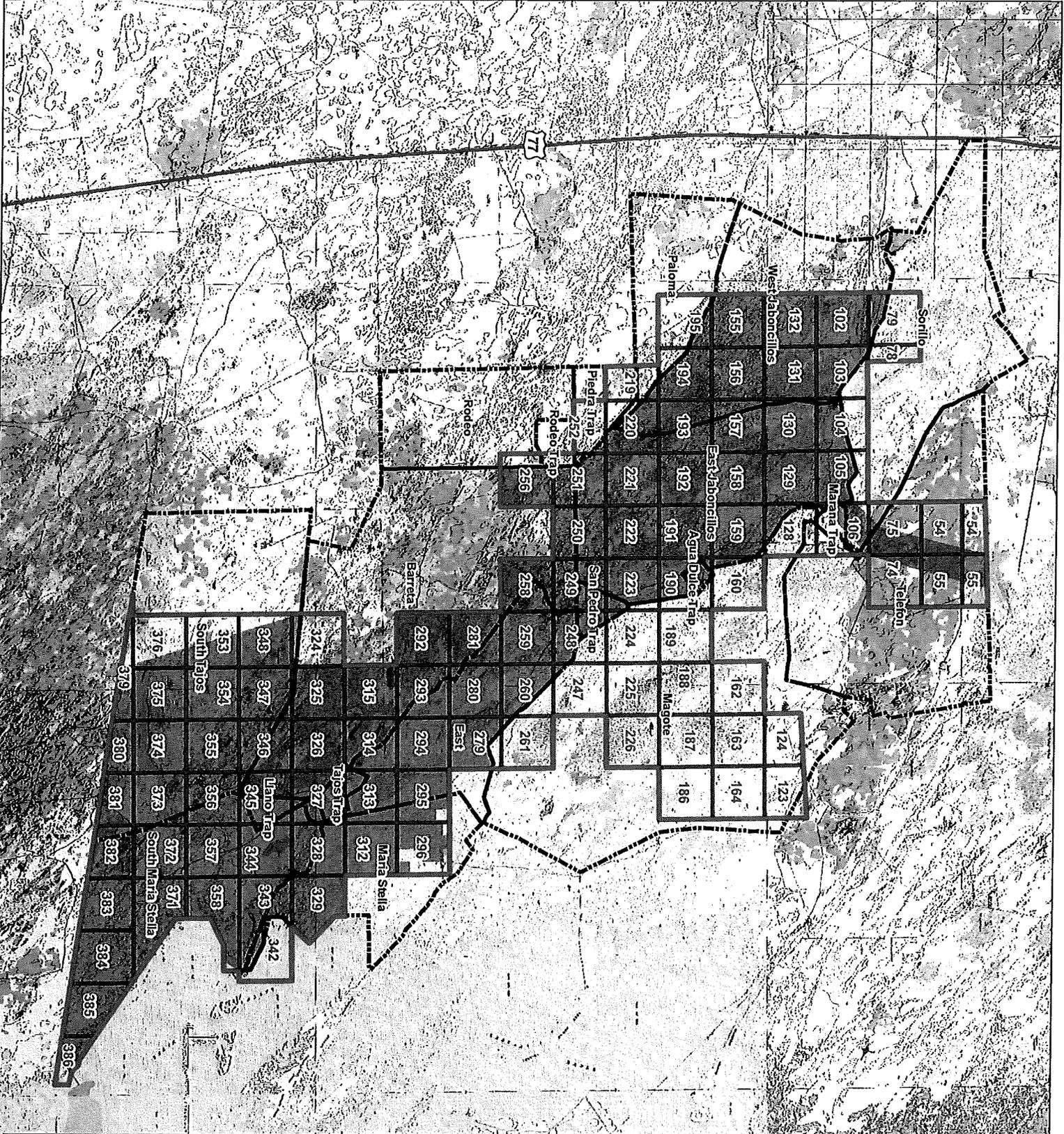
LOUIS E. TURCOTTE, III
County Judge

Attest:

Veronica Vela
VERONICA VELA
Kenedy County Clerk

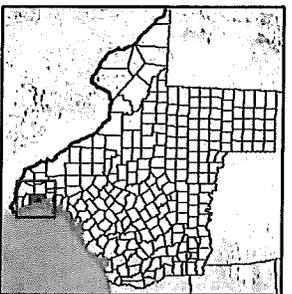
July 14, 2014
Date

[COUNTY SEAL]



STELLA
Reinvestment
Zone #3

Kenedy County,
 Texas



Date: March 15, 2017
 Map Scale 1:150,000
 Projection: UTM 14
 Datum: North American 1983

- Highway
- Major Road
- Reinvestment Zone
- Master Pastures
- Sections
- Project Area



Map produced by E.ON for normal use only. Final analysis & site locations are to be determined by E.ON personnel through on-site verification. Map is not to be reproduced or redistributed without express written permission from E.ON. Base data from USGS.

EXHIBIT 2

Kenedy County Reinvestment Zone Two

Stella Reinvestment Zone No. 2 to include the following real property in Kenedy County, Texas:

SECTION	PASTURE	LAND GRANT
78	West Jaboncillos	Los Finados
79	West Jaboncillos	Los Finados
104	West Jaboncillos	El Palmito
103	West Jaboncillos	El Palmito
103	West Jaboncillos	Los Finados
102	West Jaboncillos	Los Finados
130	West Jaboncillos	El Palmito
131	West Jaboncillos	El Palmito
131	West Jaboncillos	Los Finados
132	West Jaboncillos	Los Finados
130	West Jaboncillos	Little Barreta
131	West Jaboncillos	Little Barreta
157	West Jaboncillos	Little Barreta
156	West Jaboncillos	Little Barreta
156	West Jaboncillos	Los Finados
155	West Jaboncillos	Los Finados
193	West Jaboncillos	Little Barreta
194	West Jaboncillos	Little Barreta
194	West Jaboncillos	Los Finados
195	West Jaboncillos	Los Finados
220	West Jaboncillos	Little Barreta
219	West Jaboncillos	Little Barreta
106	East Jaboncillos	El Palmito
105	East Jaboncillos	El Palmito
104	East Jaboncillos	El Palmito
128	East Jaboncillos	El Palmito
129	East Jaboncillos	El Palmito
130	East Jaboncillos	El Palmito
128	East Jaboncillos	Little Barreta
129	East Jaboncillos	Little Barreta
130	East Jaboncillos	Little Barreta
160	East Jaboncillos	Little Barreta
159	East Jaboncillos	Little Barreta
158	East Jaboncillos	Little Barreta
157	East Jaboncillos	Little Barreta
190	East Jaboncillos	Little Barreta
191	East Jaboncillos	Little Barreta
192	East Jaboncillos	Little Barreta
193	East Jaboncillos	Little Barreta
223	East Jaboncillos	Little Barreta
222	East Jaboncillos	Little Barreta
221	East Jaboncillos	Little Barreta
220	East Jaboncillos	Little Barreta

249	East Jaboncillos	Little Barreta
250	East Jaboncillos	Little Barreta
251	East Jaboncillos	Little Barreta
252	East Jaboncillos	Little Barreta
160	Agua Dulce Trap	Little Barreta
190	Agua Dulce Trap	Little Barreta
224	San Pedro Trap	Little Barreta
223	San Pedro Trap	Little Barreta
248	San Pedro Trap	Little Barreta
249	San Pedro Trap	Little Barreta
248	Barreta	Little Barreta
249	Barreta	Little Barreta
250	Barreta	Little Barreta
		Big (La)
248	Barreta	Barreta
		Big (La)
249	Barreta	Barreta
		Big (La)
250	Barreta	Barreta
		Big (La)
258	Barreta	Barreta
		Big (La)
325	South Tajos	Barreta
		Big (La)
324	South Tajos	Barreta
		Big (La)
345	South Tajos	Barreta
		Big (La)
346	South Tajos	Barreta
		Big (La)
347	South Tajos	Barreta
		Big (La)
348	South Tajos	Barreta
		Big (La)
356	South Tajos	Barreta
		Big (La)
355	South Tajos	Barreta
		Big (La)
354	South Tajos	Barreta
		Big (La)
353	South Tajos	Barreta
		Big (La)
372	South Tajos	Barreta
		Big (La)
373	South Tajos	Barreta
		Big (La)
374	South Tajos	Barreta
		Big (La)
375	South Tajos	Barreta
		Big (La)
376	South Tajos	Barreta
		Big (La)
382	South Tajos	Barreta
381	South Tajos	Big (La)

		Barreta
		Big (La)
380	South Tajos	Barreta
		Big (La)
379	South Tajos	Barreta
248	East	Little Barreta
		Big (La)
247	East	Barreta
		Big (La)
248	East	Barreta
		Big (La)
249	East	Barreta
		Big (La)
261	East	Barreta
		Big (La)
260	East	Barreta
		Big (La)
259	East	Barreta
		Big (La)
258	East	Barreta
		Big (La)
279	East	Barreta
		Big (La)
280	East	Barreta
		Big (La)
281	East	Barreta
		Big (La)
295	East	Barreta
		Big (La)
294	East	Barreta
		Big (La)
293	East	Barreta
		Big (La)
313	East	Barreta
		Big (La)
314	East	Barreta
		Big (La)
313	Tajos Trap	Barreta
		Big (La)
314	Tajos Trap	Barreta
		Big (La)
327	Tajos Trap	Barreta
		Big (La)
326	Tajos Trap	Barreta
		Big (La)
327	Llano Trap	Barreta
		Big (La)
344	Llano Trap	Barreta
		Big (La)
345	Llano Trap	Barreta
		Big (La)
296	María Stella	Barreta
		Big (La)
295	María Stella	Barreta
		Big (La)
312	María Stella	Barreta

313	Maria Stella	Big (La) Barreta
329	Maria Stella	Big (La) Barreta
328	Maria Stella	Big (La) Barreta
327	Maria Stella	Big (La) Barreta
342	Maria Stella	Big (La) Barreta
343	Maria Stella	Big (La) Barreta
344	Maria Stella	Big (La) Barreta
328	South Maria Stella	Big (La) Barreta
327	South Maria Stella	Big (La) Barreta
342	South Maria Stella	Big (La) Barreta
343	South Maria Stella	Big (La) Barreta
344	South Maria Stella	Big (La) Barreta
345	South Maria Stella	Big (La) Barreta
358	South Maria Stella	Big (La) Barreta
357	South Maria Stella	Big (La) Barreta
356	South Maria Stella	Big (La) Barreta
371	South Maria Stella	Big (La) Barreta
372	South Maria Stella	Big (La) Barreta
373	South Maria Stella	Big (La) Barreta
384	South Maria Stella	Big (La) Barreta
383	South Maria Stella	Big (La) Barreta
382	South Maria Stella	Big (La) Barreta
385	South Maria Stella	Big (La) Barreta
386	South Maria Stella	Big (La) Barreta

Tab 17

6/5/17



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 ▶ Johnny Johnson
Print Name (Authorized School District Representative)

Superintendent
Title

sign here ▶ *Johnny Johnson*
Signature (Authorized School District Representative)

May 26, 2017
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.

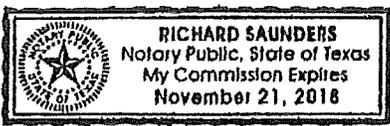
I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print here ▶ Paul Bowman
Print Name (Authorized Company Representative (Applicant))

Senior Vice President
Title

sign here ▶ *Paul Bowman*
Signature (Authorized Company Representative (Applicant))

May 17, 2017
Date



(Notary Seal)

GIVEN under my hand and seal of office this, the
17th day of MAY, 2017

Richard Saunders
Notary Public in and for the State of Texas

My Commission expires: November 21, 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.

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between KENEDY COUNTY-WIDE COMMON
SCHOOL DISTRICT and STELLA WIND FARM, LLC

EXHIBIT B

Comptroller's Letter



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

June 23, 2017

Johnny Johnson
Superintendent
Kenedy County Wide Common School District
P.O. Box 100
Sarita, Texas 78385

Re: Certificate for Limitation on Appraised Value of Property for School District
Maintenance and Operations Taxes by and between Kenedy County Wide Common
School District and Stella Wind Farm, LLC, Application 1176

Dear Superintendent Johnson:

On April 24, 2017, the Comptroller issued written notice that Stella Wind Farm, LLC (applicant) submitted a completed application (Application 1176) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on January 25, 2017, to the Kenedy County Wide Common School District (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.

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

- 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 1176.

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.

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'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, 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 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).

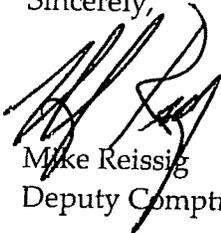
The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed 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 by December 31, 2017.

Note that any building or improvement existing as of the application review start date of April 24, 2017, 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 toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,



Mike Reissig
Deputy Comptroller

Enclosure

cc: Will Counihan

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between KENEDY COUNTY-WIDE COMMON
SCHOOL DISTRICT and STELLA WIND FARM, LLC

EXHIBIT C

Economic Impact Evaluation

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Stella Wind Farm, LLC (project) applying to Kenedy County Wide Common School District (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 Stella Wind Farm, LLC.

Applicant	Stella Wind Farm, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Kenedy County Wide CSD
2015-2016 Average Daily Attendance	65
County	Kenedy County
Proposed Total Investment in District	\$265,000,000
Proposed Qualified Investment	\$265,000,000
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2018-2019
Number of new qualifying jobs committed to by applicant	5*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,142
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$1,142
Minimum annual wage committed to by applicant for qualified jobs	\$59,409
Minimum weekly wage required for non-qualifying jobs	\$1,100
Minimum annual wage required for non-qualifying jobs	\$57,214
Investment per Qualifying Job	\$53,000,000
Estimated M&O levy without any limit (15 years)	\$28,047,600
Estimated M&O levy with Limitation (15 years)	\$9,932,200
Estimated gross M&O tax benefit (15 years)	\$18,115,400

* 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 Stella Wind Farm, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2018	100	99	199	\$5,940,896	\$7,609,104	\$13,550,000
2019	5	16	21.484	\$297,045	\$1,777,955	\$2,075,000
2020	5	13	18	\$297,045	\$1,777,955	\$2,075,000
2021	5	13	18	\$297,045	\$1,655,955	\$1,953,000
2022	5	11	16	\$297,045	\$1,655,955	\$1,953,000
2023	5	13	18	\$297,045	\$1,533,955	\$1,831,000
2024	5	9	14	\$297,045	\$1,411,955	\$1,709,000
2025	5	15	20	\$297,045	\$1,411,955	\$1,709,000
2026	5	11	16	\$297,045	\$1,289,955	\$1,587,000
2027	5	11	16	\$297,045	\$1,655,955	\$1,953,000
2028	5	15	20	\$297,045	\$1,411,955	\$1,709,000
2029	5	9	14	\$297,045	\$1,411,955	\$1,709,000
2030	5	7	12	\$297,045	\$923,955	\$1,221,000
2031	5	3	8	\$297,045	\$679,955	\$977,000
2032	5	5	10	\$297,045	\$434,955	\$732,000
2033	5	5	10	\$297,045	\$434,955	\$732,000

Source: CPA REMI, Stella Wind Farm, 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*	Kenedy County Wide CSD I&S Tax Levy	Kenedy County Wide CSD M&O Tax Levy	Kenedy County Wide CSD M&O and I&S Tax Levies	Kenedy County Tax Levy	Kenedy County Emergency Services District #1 Tax Levy	Kenedy County Groundwater Conservation District Tax Levy	Estimated Total Property Taxes
2019	\$245,000,000	\$245,000,000	0.2698	\$661,010	\$2,597,000	\$3,258,010	\$1,786,792	\$175,721	\$37,485	\$5,258,009
2020	\$235,200,000	\$235,200,000		\$634,570	\$2,493,120	\$3,127,690	\$1,715,321	\$168,692	\$35,986	\$5,047,688
2021	\$225,400,000	\$225,400,000		\$608,129	\$2,389,240	\$2,997,369	\$1,643,849	\$161,664	\$34,486	\$4,837,368
2022	\$215,600,000	\$215,600,000		\$581,689	\$2,285,360	\$2,867,049	\$1,572,377	\$154,635	\$32,987	\$4,627,048
2023	\$205,800,000	\$205,800,000		\$555,248	\$2,181,480	\$2,736,728	\$1,500,906	\$147,606	\$31,487	\$4,416,727
2024	\$196,000,000	\$196,000,000		\$528,808	\$2,077,600	\$2,606,408	\$1,429,434	\$140,577	\$29,988	\$4,206,407
2025	\$186,200,000	\$186,200,000		\$502,368	\$1,973,720	\$2,476,088	\$1,357,962	\$133,548	\$28,489	\$3,996,087
2026	\$176,400,000	\$176,400,000		\$475,927	\$1,869,840	\$2,345,767	\$1,286,490	\$126,519	\$26,989	\$3,785,766
2027	\$166,600,000	\$166,600,000		\$449,487	\$1,765,960	\$2,215,447	\$1,215,019	\$119,491	\$25,490	\$3,575,446
2028	\$156,800,000	\$156,800,000		\$423,046	\$1,662,080	\$2,085,126	\$1,143,547	\$112,462	\$23,990	\$3,365,126
2029	\$147,000,000	\$147,000,000		\$396,606	\$1,558,200	\$1,954,806	\$1,072,075	\$105,433	\$22,491	\$3,154,805
2030	\$137,200,000	\$137,200,000		\$370,166	\$1,454,320	\$1,824,486	\$1,000,604	\$98,404	\$20,992	\$2,944,485
2031	\$127,400,000	\$127,400,000		\$343,725	\$1,350,440	\$1,694,165	\$929,132	\$91,375	\$19,492	\$2,734,165
2032	\$117,600,000	\$117,600,000		\$317,285	\$1,246,560	\$1,563,845	\$857,660	\$84,346	\$17,993	\$2,523,844
2033	\$107,800,000	\$107,800,000		\$290,844	\$1,142,680	\$1,433,524	\$786,189	\$77,317	\$16,493	\$2,313,524
			Total	\$7,138,908	\$28,047,600	\$35,186,508	\$19,297,357	\$1,897,791	\$404,838	\$56,786,494

Source: CPA, Stella Wind Farm, LLC

*Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Kenedy 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 Kenedy County.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Kenedy County Wide CSD I&S Tax Levy	Kenedy County Wide CSD M&O Tax Levy	Kenedy County Wide CSD M&O and I&S Tax Levies	Kenedy County Tax Levy	Kenedy County Emergency Services District #1 Tax Levy	Kenedy County Groundwater Conservation District Tax Levy	Estimated Total Property Taxes
				0.2698	1.0600		0.7293	0.0717	0.0153	
2019	\$245,000,000	\$30,000,000		\$661,010	\$318,000	\$979,010	\$0	\$175,721	\$37,485	\$1,192,216
2020	\$235,200,000	\$30,000,000		\$634,570	\$318,000	\$952,570	\$0	\$168,692	\$35,986	\$1,157,248
2021	\$225,400,000	\$30,000,000		\$608,129	\$318,000	\$926,129	\$0	\$161,664	\$34,486	\$1,122,279
2022	\$215,600,000	\$30,000,000		\$581,689	\$318,000	\$899,689	\$0	\$154,635	\$32,987	\$1,087,310
2023	\$205,800,000	\$30,000,000		\$555,248	\$318,000	\$873,248	\$0	\$147,606	\$31,487	\$1,052,342
2024	\$196,000,000	\$30,000,000		\$528,808	\$318,000	\$846,808	\$0	\$140,577	\$29,988	\$1,017,373
2025	\$186,200,000	\$30,000,000		\$502,368	\$318,000	\$820,368	\$0	\$133,548	\$28,489	\$982,404
2026	\$176,400,000	\$30,000,000		\$475,927	\$318,000	\$793,927	\$0	\$126,519	\$26,989	\$947,436
2027	\$166,600,000	\$30,000,000		\$449,487	\$318,000	\$767,487	\$0	\$119,491	\$25,490	\$912,467
2028	\$156,800,000	\$30,000,000		\$423,046	\$318,000	\$741,046	\$0	\$112,462	\$23,990	\$877,498
2029	\$147,000,000	\$147,000,000		\$396,606	\$1,558,200	\$1,954,806	\$1,072,075	\$105,433	\$22,491	\$3,154,805
2030	\$137,200,000	\$137,200,000		\$370,166	\$1,454,320	\$1,824,486	\$1,000,604	\$98,404	\$20,992	\$2,944,485
2031	\$127,400,000	\$127,400,000		\$343,725	\$1,350,440	\$1,694,165	\$929,132	\$91,375	\$19,492	\$2,734,165
2032	\$117,600,000	\$117,600,000		\$317,285	\$1,246,560	\$1,563,845	\$857,660	\$84,346	\$17,993	\$2,523,844
2033	\$107,800,000	\$107,800,000		\$290,844	\$1,142,680	\$1,433,524	\$786,189	\$77,317	\$16,493	\$2,313,524
			Total	\$7,138,908	\$9,932,200	\$17,071,108	\$4,645,660	\$1,897,791	\$404,838	\$24,019,397
			Diff	\$0	\$18,115,400	\$18,115,400	\$14,651,697	\$0	\$0	\$32,767,097

Assumes School Value Limitation and Tax Abatements with the County.

Source: CPA, Stella Wind Farm, LLC

*Tax 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 Stella Wind Farm, 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	2016	\$0	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2019	\$318,000	\$318,000	\$2,279,000	\$2,279,000
	2020	\$318,000	\$636,000	\$2,175,120	\$4,454,120
	2021	\$318,000	\$954,000	\$2,071,240	\$6,525,360
	2022	\$318,000	\$1,272,000	\$1,967,360	\$8,492,720
	2023	\$318,000	\$1,590,000	\$1,863,480	\$10,356,200
	2024	\$318,000	\$1,908,000	\$1,759,600	\$12,115,800
	2025	\$318,000	\$2,226,000	\$1,655,720	\$13,771,520
	2026	\$318,000	\$2,544,000	\$1,551,840	\$15,323,360
	2027	\$318,000	\$2,862,000	\$1,447,960	\$16,771,320
	2028	\$318,000	\$3,180,000	\$1,344,080	\$18,115,400
Maintain Viable Presence (5 Years)	2029	\$1,558,200	\$4,738,200	\$0	\$18,115,400
	2030	\$1,454,320	\$6,192,520	\$0	\$18,115,400
	2031	\$1,350,440	\$7,542,960	\$0	\$18,115,400
	2032	\$1,246,560	\$8,789,520	\$0	\$18,115,400
	2033	\$1,142,680	\$9,932,200	\$0	\$18,115,400
Additional Years as Required by 313.026(c)(1) (10 Years)	2034	\$1,038,800	\$10,971,000	\$0	\$18,115,400
	2035	\$934,920	\$11,905,920	\$0	\$18,115,400
	2036	\$831,040	\$12,736,960	\$0	\$18,115,400
	2037	\$727,160	\$13,464,120	\$0	\$18,115,400
	2038	\$649,250	\$14,113,370	\$0	\$18,115,400
	2039	\$649,250	\$14,762,620	\$0	\$18,115,400
	2040	\$649,250	\$15,411,870	\$0	\$18,115,400
	2041	\$649,250	\$16,061,120	\$0	\$18,115,400
	2042	\$649,250	\$16,710,370	\$0	\$18,115,400
	2043	\$649,250	\$17,359,620	\$0	\$18,115,400

\$17,359,620

 is less than
 \$18,115,400

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 levv directly related to this project.
 Source: CPA, Stella Wind Farm, LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2018	100	99	199	\$5,940,896	\$7,609,104	\$13,550,000	679000	-359000	\$1,038,000
2019	5	16	21.484	\$297,045	\$1,777,955	\$2,075,000	137000	145000	-\$8,000
2020	5	13	18	\$297,045	\$1,777,955	\$2,075,000	130000	168000	-\$38,000
2021	5	13	18	\$297,045	\$1,655,955	\$1,953,000	130000	145000	-\$15,000
2022	5	11	16	\$297,045	\$1,655,955	\$1,953,000	99000	145000	-\$46,000
2023	5	13	18	\$297,045	\$1,533,955	\$1,831,000	107000	137000	-\$30,000
2024	5	9	14	\$297,045	\$1,411,955	\$1,709,000	145000	145000	\$0
2025	5	15	20	\$297,045	\$1,411,955	\$1,709,000	130000	137000	-\$7,000
2026	5	11	16	\$297,045	\$1,289,955	\$1,587,000	122000	122000	\$0
2027	5	11	16	\$297,045	\$1,655,955	\$1,953,000	137000	92000	\$45,000
2028	5	15	20	\$297,045	\$1,411,955	\$1,709,000	137000	76000	\$61,000
2029	5	9	14	\$297,045	\$1,411,955	\$1,709,000	130000	107000	\$23,000
2030	5	7	12	\$297,045	\$923,955	\$1,221,000	107000	76000	\$31,000
2031	5	3	8	\$297,045	\$679,955	\$977,000	84000	53000	\$31,000
2032	5	5	10	\$297,045	\$434,955	\$732,000	76000	46000	\$30,000
2033	5	5	10	\$297,045	\$434,955	\$732,000	76000	15000	\$61,000
2034	5	5	10	\$297,045	\$434,955	\$732,000	76000	23000	\$53,000
2035	5	3	8	\$297,045	\$434,955	\$732,000	23000	0	\$23,000
2036	5	3	8	\$297,045	\$190,955	\$488,000	-31000	-46000	\$15,000
2037	5	3	8	\$297,045	-\$53,045	\$244,000	-61000	-69000	\$8,000
2038	5	(1)	4	\$297,045	-\$53,045	\$244,000	-61000	-84000	\$23,000
2039	5	(1)	4	\$297,045	-\$53,045	\$244,000	-61000	-92000	\$31,000
2040	5	(3)	2	\$297,045	-\$785,045	-\$488,000	-107000	-153000	\$46,000
2041	5	3	8	\$297,045	-\$541,045	-\$244,000	-122000	-183000	\$61,000
2042	5	(1)	4	\$297,045	-\$297,045	\$0	-122000	-191000	\$69,000
2043	5	(5)	0	\$297,045	-\$297,045	\$0	-137000	-198000	\$61,000
2044	5	(5)	0	\$297,045	-\$1,274,045	-\$977,000	-183000	-237000	\$54,000
2045	5	(9)	-4	\$297,045	-\$1,762,045	-\$1,465,000	-244000	-290000	\$46,000
Total							\$1,396,000	-\$270,000	\$1,666,000
							\$19,025,620	is greater than	\$18,115,400

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 Stella Wind Farm, 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:

- This project was originally submitted to the Comptroller on November 22, 2013 and assigned application number 388.
- March 17, 2014, the Comptroller’s office issued a favorable recommendation letter.
- After one approved extension of a deadline to June 30, 2014 and another request by the applicant for a second extension the District inadvertently failed to include action on the extension on their board meeting agenda. The no action to the additional extension deadline before the expiration of the first left the application void.
- January 13, 2015, Kenedy County Wide Common School District submitted an application seeking appraised value limitation on qualified property on behalf of Stella Wind Farm, LLC to the Comptroller’s office (application #1053).
- September 23, 2015, the Comptroller’s office issued a certificate for a limitation on appraised value.
- December 21, 2015, the Comptroller’s office received a letter of Kenedy County Wide Common School District Board of Trustee’s meeting minutes for November 18, 2015. Approving extension of the deadline for action on the application and agreement to May 31, 2016.

- March 28, 2017, the Comptroller's office received a termination letter request from Stella Wind Farm, LLC to Kenedy County Wide Common School District stating, "Stella Wind Farm, LLC will not the minimum qualifying investment for this application."
- February 15, 2017, Kenedy County Wide Common School District submitted a new application for the property described in application #1053 and seeking appraised value limitation on qualified property on behalf of Stella Wind Farm, LLC to the Comptroller's office (application #1176).
- Per Stella Wind Farm, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. "Stella Wind Farm, LLC has entered into contracts for work preliminary land work."
 - B. "Stella Wind Farm, LLC is located entirely in Kenedy County. Most of the project is in a Reinvestment zone previously created by Kenedy County. The project may ask Kenedy County to create an additional Reinvestment Zone. The project has received a property tax abatement for 10 years from Kenedy County."
 - C. "The Company is currently considering several projects in Texas, Oklahoma, Indiana, and Illinois. The Company has received tax incentives on several projects which are considered favorably in the analysis of the investment."
- According to Notice of Regular Meeting of the Board of Trustees held Wednesday, January 25, 2017, "discussion and/or action to consider initial review of the Application for Appraised Value Limitation of Qualified Property submitted pursuant to Texas Code Chapter 313 by Stella Wind Farm, LLC."

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



Application for Appraised Value Limitation on Qualified Property

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 (complete Section 13)
<input type="checkbox"/> Expansion of existing operation on the land (complete Section 13)	<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 313.028(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

Stella Wind Farm, LLC
Application for Appraised Value Limitations on Qualified Property

Tab 5

Section 8 — Limitation as Determining Factor

- 1) N/A
- 2) Stella Wind Farm, LLC has entered into contracts for work for preliminary land work.
- 3) N/A
- 4) N/A
- 5) N/A
- 6) Stella Wind Farm, LLC is located entirely in Kenedy County. Most of the project is in a Reinvestment Zone previously created by Kenedy County. The project may ask Kenedy County to create an additional Reinvestment Zone. The project has received a property tax abatement for 10 years from Kenedy County.
- 7) The Company is currently considering several projects in Texas, Oklahoma, Indiana, and Illinois. The Company has received tax incentives on several projects which are considered favorably in the analysis of the investment.
- 8) N/A
- 9) N/A
- 10) N/A

TAX ABATEMENT AGREEMENT

between

KENEDY COUNTY and STELLA WIND FARM, LLC

(Phase II Wind Farm)

State of Texas)*(*

County of Kenedy)*(*

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Kenedy County, Texas ("County"), acting through its duly elected officers and Stella Wind Farm, LLC, and its owners and assigns, ("Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Kenedy County Reinvestment Zone Number Two, more specifically described in **ATTACHMENT A** to this Agreement. This Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Section IV(d) herein, unless terminated earlier as provided herein.

**I.
Authorization**

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Kenedy County Guidelines and Criteria for Granting Tax Abatements.

**II.
Definitions**

As used in this Agreement, the following terms shall have the meaning set forth below:

- a. "*Abatement*" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- b. "*Calendar Year*" means each year beginning January 1 and ending on December 31.
- c. "*Certificate*" means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind power project described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with seventy-

two (72) hours' notice, may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.

- d. "*Certified Appraised Value*" means the appraised value, for property tax purposes, of the property within Kenedy County Reinvestment Zone Number Two, as certified by the Kenedy County Appraisal District for each taxable year.
- e. "*Eligible Property*" means property eligible for Abatement under the Kenedy County Guidelines and Criteria for Granting Tax Abatements.
 - 1. Eligible Property includes: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Kenedy County Guidelines and Criteria for Granting Tax Abatements. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
 - 2. Eligible Property shall not include: property (or a portion thereof if applicable) of Owner which was in place prior to the approval of this agreement and/or real property identified by the Kenedy County Appraisal District as being contained within the descriptions of property identified in Kenedy County Reinvestment Zone Number Two.
- f. "*Improvements*" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, foundations, roads, pad mount transformers, collection system, operations and maintenance buildings, meteorological towers, substations, generator transmission tie line, communications equipment and switching station that will be located in Kenedy County.
- g. "*Owner*" means Stella Wind Farm, LLC, the entity that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Stella Wind Farm, LLC. The term "Stella Wind Farm, LLC" means and includes the Owner.
- h. "*Real Property*" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

- i. "*Reinvestment Zone*" means Kenedy County Reinvestment Zone Number Two, the reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by Kenedy County and described in Attachment A to this Agreement.
- j. "*Site*" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- k. "*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).
- l. "*Turbine Nameplate Capacity*" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

III. Improvements in Reinvestment Zone

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Section IV of the Agreement:

- a. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a wind power electric generation facility of approximately 25-100 wind turbine generators with an approximate capacity of 50-200 megawatts (MW) of overall Turbine Nameplate Capacity located in the Reinvestment Zone. The Certified Appraised Value will depend upon annual appraisals by the Kenedy County Appraisal District. The number of turbines and total MW will vary depending on the types of turbines used and the size of the wind power facility.
- b. Improvements also shall only include property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce wind power and perform other functions related to, or in support of, the production or transmission of wind generated electrical power within *Kenedy County Reinvestment Zone Number Two*.
- c. Owner shall commence construction of the Improvements by no later than July 1, 2017, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2017.

IV. Term and Portion of Tax Abatement; Taxability of Property

- a. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
 2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;
 3. Prior to commencement of the abatement period designated in Section IV (B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located in the Reinvestment Zone will be owed and payable by Owner;
 4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Section IV(B) below; and
 5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period designated in Section IV (b).
- b. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of ad valorem property taxes levied by Kenedy County, Texas (not including school district taxes) as follows:
 1. Beginning on the January 1st of the Tax Year immediately following the Calendar Year during which the Owner provides the Certificate to the County and ending upon the conclusion of ten (10) full Tax Years, an Abatement equal to One Hundred Percent (100%) of taxable value of the Improvements.
 2. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated in the respective period designated above.
 3. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zone are abated in the respective period designated above.
- c. A portion of all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation.

This Agreement is not to be construed as evidence that such exemptions shall not apply to the Improvements.

- d. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of in an amount equal to Two Thousand Dollars per megawatt per year (\$2,000.00/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone) for each of the first five (5) Tax Years for which this abatement is in effect. Beginning with the sixth Tax Year for which this abatement is in effect, and continuing thereafter through the end of the tenth Tax Year for which this abatement is in effect, Owner agrees to make an annual payment to the County of in an amount equal to Two Thousand Five Hundred Dollars per megawatt per year (\$2,500.00/MW/YR) of Turbine Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zone). The first payment due under this Section IV (d) shall be due October 1st of the Calendar Year immediately following the Calendar Year in which Owner provides the Certificate, with the remaining nine payments due annually (on October 1) thereafter.
- e. In no Tax Year for which payments calculated in accordance with the foregoing Section IV(d) shall payments due to the County under such Section exceed the full amount of taxes that would have been paid by Owner to the County in the absence of this agreement. For each Tax Year of this agreement the calculation required under this Section shall be made by multiplying the full taxable value which the Kenedy County Appraisal District would have placed upon the property subject to this agreement in the absence of this agreement times the tax rate for such year adopted by the Kenedy County Commissioners Court. In the event that the amount determined under this Section IV(e) is lower than the amount determined under the foregoing Section IV(d), Owner shall pay the lower amount to the County for that applicable Tax Year.

V. Representations

The County and Owner make the following respective representations:

- a. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) construction of the proposed Improvements described in Section III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner

with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.

- b. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Kenedy County Guidelines and Criteria for Granting Tax Abatements as both exist on the effective date of this Agreement; (ii) no member of the County Commissioners Court owns or leases any land which Improvements will be placed on as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zone is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI.

Access to and Inspection of Property by County and Appraisal District Employees

- a. Owner shall allow the County's and County Appraisal District employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner seventy two (72) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- b. Owner shall, within ninety (90) days after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

VII.

Default, Remedies and Limitations of Liability

- a. The County may declare a default if Owner breaches any material term or condition of this Agreement, including the obligation to commence construction of the Improvements on the Site before July 1, 2017. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure, to the extent provided for below; or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Section VII(b) and VII(c) below, as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration

are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.

- b. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Kenedy County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- c. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue actually lost as a result of the Agreement (i.e. recapture for prior tax years only – no anticipatory / prospective recapture on future taxes), subject to the above provisions regarding notice and right to cure.
- d. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN SECTION VII(C) OF THIS AGREEMENT, ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.**

- e. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

VIII.

Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County, the State of Texas or the United States.

IX.

Assignment of Agreement

This agreement may be transferred and assigned in whole or in part by the holder to a new owner or lessee of the same or part of the same facility upon the specific approval of the Kenedy County Commissioners Court which shall base its review upon to the financial capacity of the assignee and the ability to ensure that all conditions and obligations in this agreement will continue to be met. Approval by the Commissioners Court shall not be unreasonably withheld so long as the conditions set forth in this Section are met.

No assignment or transfer shall be approved if either Owner or the prospective assignee are then liable to Kenedy County or any eligible taxing jurisdiction within Kenedy County, Texas for delinquent taxes or other delinquent obligations.

In the event that Owner seeks to assign this Agreement in whole or in part, Owner must provide the County with thirty (30) days written notice prior to any such assignment, and provides the County with a draft copy of the assignment. After the Kenedy County Commissioners Court's approval of such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations that accrue after the date of approval by the Commissioners Court, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County.

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

**XII.
Applicable Law**

This Agreement shall be construed under the laws of the State of Texas.

**XIII.
Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

**XIV.
Guidelines and Criteria**

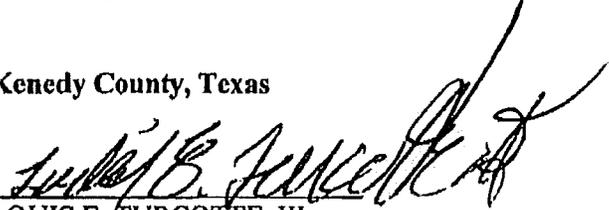
The Parties to this agreement acknowledge that this Agreement is entered into based upon Kenedy County Guidelines and Criteria for Granting Tax Abatements which were in effect as of the date of approval of this agreement. The Parties intend this agreement to be consistent with the Kenedy County Guidelines and Criteria for Granting Tax Abatements which were in effect as of the date of approval of this agreement. In the event of an irreconcilable conflict, the applicable adopted Guidelines and Criteria will prevail.

**XV.
Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the Kenedy County Commissioners Court and executed by the Owner on the respective dates shown below.

Kenedy County, Texas



LOUIS E. TURCOTTE, III
County Judge



JOE RECIO
Commissioner, Precinct 1

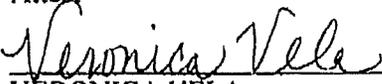


ROBERTO SALAZAR
Commissioner, Precinct 2

SARITA ARMSTRONG HIXON
Commissioner, Precinct 3

CINDY GONZALES
Commissioner, Precinct 4

Attest



VERONICA VELA
Kenedy County Clerk

July 14, 2014
Date

Attachment A

Attached is the Resolution creating *Kenedy County Reinvestment Zone Number Two*, For Commercial/Industrial Tax Abatement in Kenedy County, Texas, establishing the boundaries thereof, and designating the Reinvestment Zone dated July 14, 2014, duly passed on that date by action at a posted public meeting of the Kenedy County Commissioners Court.

ATTACHMENT B

Project Specification Summary

1. The Owner of the project is Stella Wind Farm, LLC.
2. The initial project value to be abated is estimated to be between Fifty Million Dollars (\$50,000,000) and Two Hundred Million Dollars (\$200,000,000)
3. The abatement commencement date is January 1st of the Tax Year immediately following the Calendar Year during which the Owner provides the Certificate to the County
4. The abatement termination date is December 31st of the tenth Tax Year after but including the commencement date.
5. The percentage of value to be abated each year is one hundred percent (100%) each year for ten (10) years after commencement date.
6. The proposed use of the facilities for which the abatement is being granted is for a wind farm of between fifty (50) and two hundred (200) megawatt nameplate generating capacity.
7. The total investment in the project is estimated to be between Fifty-Two and One-Half Million Dollars (\$62,500,000) and Two Hundred Fifty Million Dollars (\$250,000,000.)
8. The number of new permanent jobs to be created in the site for the period of abatement is five (5).
9. The map and legal description of the site is within *Kenedy County Reinvestment Zone Number Two* which is attached as **EXHIBIT 1** and **EXHIBIT 2**.

**RESOLUTION OF THE COMMISSIONERS COURT
OF KENEDY COUNTY, TEXAS**

**CREATING KENEDY COUNTY REINVESTMENT ZONE NUMBER TWO, FOR
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN KENEDY COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN
EFFECTIVE DATE**

PREAMBLE

WHEREAS, the Commissioners Court of Kenedy County, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Kenedy County for Granting a Tax Abatement in a Reinvestment Zone Created in Kenedy County, Texas (the "Guidelines"); and,

WHEREAS, Section 312.401 of the Texas Tax Code permits a County Commissioners Court to designate a reinvestment zone if that designation is reasonably likely to contribute to the retention or expansion of primary employment, or attract major investment in the reinvestment zone that would contribute to the economic development of the County; and,

WHEREAS, none of the area, described below in EXHIBIT 1 and EXHIBIT 2, for which application for the creation of a reinvestment zone has been made, is within the taxing jurisdiction of any municipality; and,

WHEREAS, on July 14, 2014, a hearing before the Commissioners Court of Kenedy County, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the *Kingsville Record* and the delivery of written notice to the respective presiding officers of each taxing entity that it includes within its boundaries real property that is to be included in the proposed reinvestment zone; and,

WHEREAS, the Commissioners Court of Kenedy County, Texas at such public hearing, held in accordance with the procedural requirements of Chapter 312, of the Texas Tax Code, and Chapter 551 of the Texas Government Code, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and,

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone; and,

WHEREAS, the improvements set forth in the application by Stella Wind Farm, LLC for a tax abatement agreement are feasible and of benefit to the county after expiration of the tax abatement; and,

WHEREAS, the Kenedy County Commissioners Court wishes to create a reinvestment zone within the boundaries of Kenedy County as shown on the map attached as **EXHIBIT 1** and further described by the legal description set forth in **EXHIBIT 2** of this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF KENEDY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Order are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Kenedy County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the *Kenedy County Reinvestment Zone Number Two* has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- (b) That the boundaries of *Kenedy County Reinvestment Zone Number Two* should be the area depicted in the plat map indicating the boundaries thereof, attached hereto as **EXHIBIT 1**, and further described in the legal description of the boundaries described in **EXHIBIT 2**, both of which are incorporated herein by reference for all intents and purposes; and,
- (c) That creation of *Kenedy County Reinvestment Zone Number Two* with boundaries as described in **EXHIBIT 1** and **EXHIBIT 2** will result in benefits to the Kenedy County, Texas and to land included in the zone and that the improvements sought are feasible and practical; and
- (d) The *Kenedy County Reinvestment Zone Number Two*, as described in **EXHIBIT 1** and **EXHIBIT 2** meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Kenedy County, Texas, and that the entire tract of land is located

entirely within an unincorporated area of Kenedy County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines and Criteria adopted by the Kenedy County Commissioners Court, the Kenedy County Commissioners Court hereby creates *Kenedy County Reinvestment Zone Number Two*, as a reinvestment zone for commercial-industrial tax abatement encompassing only the area within the boundaries described in EXHIBIT 1 and EXHIBIT 2, and such reinvestment zone is hereby designated and shall hereafter be referred to as *Kenedy County Reinvestment Zone Number Two*.

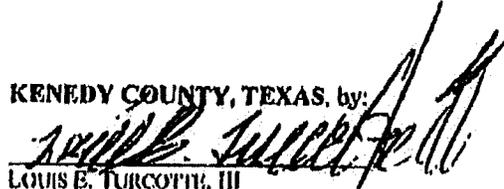
SECTION 4. *Kenedy County Reinvestment Zone Number Two* shall take effect on July 14, 2014 and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Kenedy County Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 14th day of July 2014.

KENEDY COUNTY, TEXAS, by:


LOUIS E. TURCOTTE, III
County Judge

Attest:

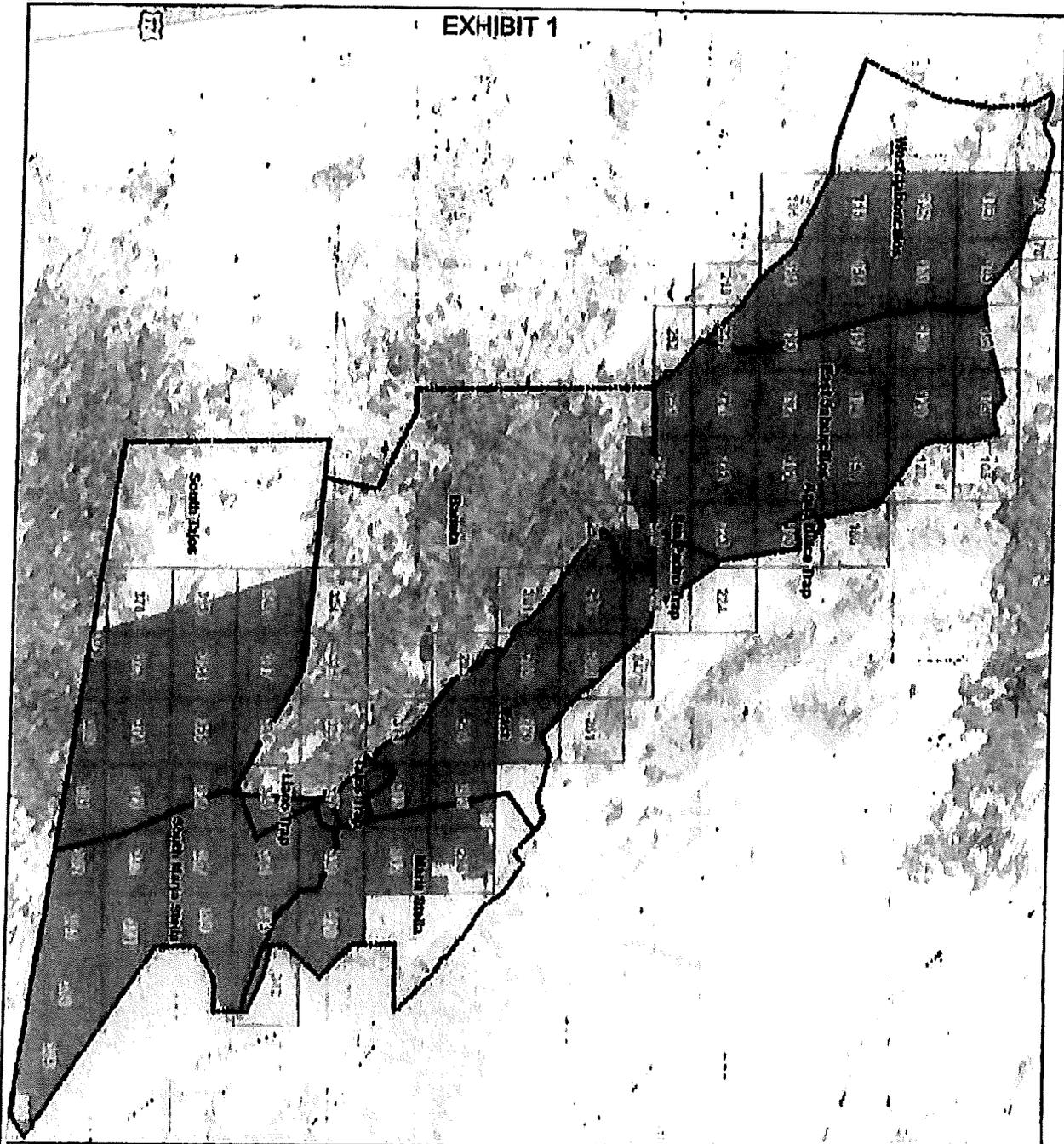
KENEDY COUNTY COMMISSIONERS COURT
Resolution creating *Kenedy County Reinvestment Zone Number Two*
July 14, 2014
Page 3

Veronica Vela
VERONICA VELA
Kenedy County Clerk

July 14, 2014
Date

[COUNTY SEAL]

EXHIBIT 1



ZONES

**Kenedy County,
Texas**



Date: November 06, 2013
Map Scale: 1:125,000
Projection: UTM 14
Datum: North American 1983

Grid
Master Pastures
Project Boundary



Map Scale: 1:125,000
Projection: UTM 14
Datum: North American 1983

EXHIBIT 2

Kenedy County Reinvestment Zone Two

Stella Reinvestment Zone No. 2 to include the following real property in Kenedy County, Texas:

SECTION	PASTURE	LAND GRANT
78	West Jaboncillos	Los Finados
79	West Jaboncillos	Los Finados
104	West Jaboncillos	El Palmito
103	West Jaboncillos	El Palmito
103	West Jaboncillos	Los Finados
102	West Jaboncillos	Los Finados
130	West Jaboncillos	El Palmito
131	West Jaboncillos	El Palmito
131	West Jaboncillos	Los Finados
132	West Jaboncillos	Los Finados
130	West Jaboncillos	Little Barreta
131	West Jaboncillos	Little Barreta
157	West Jaboncillos	Little Barreta
156	West Jaboncillos	Little Barreta
156	West Jaboncillos	Los Finados
155	West Jaboncillos	Los Finados
193	West Jaboncillos	Little Barreta
194	West Jaboncillos	Little Barreta
194	West Jaboncillos	Los Finados
195	West Jaboncillos	Los Finados
220	West Jaboncillos	Little Barreta
219	West Jaboncillos	Little Barreta
108	East Jaboncillos	El Palmito
105	East Jaboncillos	El Palmito
104	East Jaboncillos	El Palmito
128	East Jaboncillos	El Palmito
129	East Jaboncillos	El Palmito
130	East Jaboncillos	El Palmito
128	East Jaboncillos	Little Barreta
129	East Jaboncillos	Little Barreta
130	East Jaboncillos	Little Barreta
160	East Jaboncillos	Little Barreta
169	East Jaboncillos	Little Barreta
156	East Jaboncillos	Little Barreta
157	East Jaboncillos	Little Barreta
190	East Jaboncillos	Little Barreta
191	East Jaboncillos	Little Barreta
192	East Jaboncillos	Little Barreta
193	East Jaboncillos	Little Barreta
223	East Jaboncillos	Little Barreta
222	East Jaboncillos	Little Barreta
221	East Jaboncillos	Little Barreta
220	East Jaboncillos	Little Barreta

249	East Jaboncillos	Little Barreta
250	East Jaboncillos	Little Barreta
251	East Jaboncillos	Little Barreta
252	East Jaboncillos	Little Barreta
180	Agua Dulce Trap	Little Barreta
190	Agua Dulce Trap	Little Barreta
224	San Pedro Trap	Little Barreta
223	San Pedro Trap	Little Barreta
248	San Pedro Trap	Little Barreta
249	San Pedro Trap	Little Barreta
248	Barreta	Little Barreta
249	Barreta	Little Barreta
250	Barreta	Little Barreta
248	Barreta	Big (La)
249	Barreta	Barreta
250	Barreta	Big (La)
258	Barreta	Barreta
325	South Tajos	Big (La)
324	South Tajos	Barreta
345	South Tajos	Big (La)
346	South Tajos	Barreta
347	South Tajos	Big (La)
348	South Tajos	Barreta
356	South Tajos	Big (La)
355	South Tajos	Barreta
354	South Tajos	Big (La)
353	South Tajos	Barreta
372	South Tajos	Big (La)
373	South Tajos	Barreta
374	South Tajos	Big (La)
375	South Tajos	Barreta
376	South Tajos	Big (La)
382	South Tajos	Barreta
381	South Tajos	Big (La)

380	South Tajos	Barreta Big (La) Barreta Big (La) Barreta
379	South Tajos	Barreta
246	East	Little Barreta
247	East	Big (La) Barreta
248	East	Big (La) Barreta
249	East	Big (La) Barreta
261	East	Big (La) Barreta
260	East	Big (La) Barreta
259	East	Big (La) Barreta
258	East	Big (La) Barreta
279	East	Big (La) Barreta
280	East	Big (La) Barreta
281	East	Big (La) Barreta
295	East	Big (La) Barreta
294	East	Big (La) Barreta
293	East	Big (La) Barreta
313	East	Big (La) Barreta
314	East	Big (La) Barreta
313	Tajos Trap	Big (La) Barreta
314	Tajos Trap	Big (La) Barreta
327	Tajos Trap	Big (La) Barreta
326	Tajos Trap	Big (La) Barreta
327	Llano Trap	Big (La) Barreta
344	Llano Trap	Big (La) Barreta
345	Llano Trap	Big (La) Barreta
296	Maria Stella	Big (La) Barreta
295	Maria Stella	Big (La) Barreta
312	Maria Stella	Big (La) Barreta

313	María Stella	Big (La) Barreta
329	María Stella	Big (La) Barreta
328	María Stella	Big (La) Barreta
327	María Stella	Big (La) Barreta
342	María Stella	Big (La) Barreta
343	María Stella	Big (La) Barreta
344	María Stella	Big (La) Barreta
328	South María Stella	Big (La) Barreta
327	South María Stella	Big (La) Barreta
342	South María Stella	Big (La) Barreta
343	South María Stella	Big (La) Barreta
344	South María Stella	Big (La) Barreta
345	South María Stella	Big (La) Barreta
358	South María Stella	Big (La) Barreta
357	South María Stella	Big (La) Barreta
356	South María Stella	Big (La) Barreta
371	South María Stella	Big (La) Barreta
372	South María Stella	Big (La) Barreta
373	South María Stella	Big (La) Barreta
384	South María Stella	Big (La) Barreta
383	South María Stella	Big (La) Barreta
382	South María Stella	Big (La) Barreta
385	South María Stella	Big (La) Barreta
386	South María Stella	Big (La) Barreta

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller

Notice of Regular Meeting
Board of Trustees, Kenedy County-Wide Common School District

Notice is hereby given that a meeting of the Board of Trustees will be held on Wednesday, January 25, 2017 at 7:00 P.M. in the Sarita Elementary School Conference Room, 150 East La Parra, Sarita, Texas 78385.

Order of Business

1. Call the Meeting to order and establish a quorum.
2. Comments from the Public in Open Forum
3. **Discussion and/or action** to approve the Minutes of the December 13, 2016 regular meeting.
4. Review the reports:
 - a. Financial Statement
 - b. Bank Reconciliation
 - c. Monthly Investment Report
 - d. Board Training Opportunities
5. **Presentation** by Chief Appraiser of Kenedy County Central Appraisal District on the topic of Real Property Exemptions available to Property Owners, i.e., Homestead Exemptions, Over 65 Exemptions, Agricultural Productivity Valuations, Wildlife Exemptions etc.
6. **Discussion and/or action** to approve the revised policy CCG(LOCAL).
7. **Discussion and/or action** to approve the audited Annual Financial Report for the Year Ended August 31, 2016 as presented by Mr. Cameron Gulley, CPA.
8. **Discussion and/or action** to consider Initial review of the Application for Appraised Value Limitation on Qualified Property submitted pursuant to Texas Tax Code Chapter 313 by Stella Wind Farm, LLC.
9. **Public Hearing** conducted on the 2015-2016 Texas Academic Performance Report (TAPR) for the district.

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES by and between KENEDY COUNTY-WIDE COMMON
SCHOOL DISTRICT and STELLA WIND FARM, LLC

EXHIBIT D

Tax Limitation Agreement

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

by and between

KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT

and

STELLA WIND FARM, LLC

(Texas Taxpayer ID # 32051245143)

Comptroller Application # 1176

Dated

September 20, 2017

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

STATE OF TEXAS §

COUNTY OF KENEDY §

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 **KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created common school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **STELLA WIND FARM, LLC**, Texas Taxpayer Identification Number 32051245143 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 January 25, 2017, the Superintendent of Schools of the Kenedy County-Wide Common 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 January 25, 2017, the Board of Trustees has acknowledged receipt of the Application, and on February 8, 2017 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 April 24, 2017 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 Kenedy County Appraisal District established in Kenedy County, Texas (the “Kenedy 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 June 23, 2017, 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 September 20, 2017, 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 September 20, 2017, 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 September 20, 2017, 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) of the TEXAS TAX CODE;

WHEREAS, on [Insert Date], 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 September 20, 2017, 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 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, as amended.

“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 Stella Wind Farm, LLC, (*Texas Taxpayer ID # 32051245143*), 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 January 25, 2017. 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 Kenedy County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Kenedy County-Wide Common School District.

“Commercial Operation” means the generation of electricity (other than test energy) by Applicant from wind turbines included in the Qualified Property for which electricity the Applicant is entitled to receive compensation from a third party power purchaser, offtaker, merchant, buyer, spot market buyer, or other third party purchaser.

“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 Kenedy County, Texas.

“District” or “School District” means the Kenedy County-Wide Common 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) 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 the 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.

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 April 24, 2017, 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 September 20, 2017.

- C. The Qualifying Time Period for this Agreement:
 - i. Starts on September 20, 2017, the Application Approval Date; and
 - ii. Ends on December 31, 2019, 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, 2019, the first complete Tax Year that begins after the date of the commencement of Commercial Operation; and
 - ii. Ends on December 31, 2028.
- E. The Final Termination Date for this Agreement is December 31, 2033.
- 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 Section 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. THIRTY MILLION DOLLARS (\$30,000,000.00).

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 \$30,000,000.00 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 \$1,100.00 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 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 TEXAS TAX CODE § 313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, the Parties' entering into this Agreement. Such compensation shall be independent of, and in addition to, all such other payments as are set forth in Article V and Article VI. Subject only 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 the District as a result of Applicant's location of Applicant's Qualified Investment and Applicant's Qualified Property in the District and the Parties' entering into this Agreement will be borne by the Applicant and not by the District and be paid by the Applicant to the District in addition to any and all payments due under Article V and Article VI.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF MAINTENANCE AND OPERATIONS REVENUES BY THE DISTRICT. Subject to the provisions of Sections 7.1 and 7.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection 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 Revenue Protection Amount owed by the Applicant to the District means the Original M&O Revenue minus the New M&O Revenue;

Where:

(i) "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the 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 Applicant's Qualified Property and/or the Applicant's Qualified Investment been subject to the District's adopted ad valorem Maintenance and Operations tax rate actually levied for the applicable year.

(ii) "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

B. In making the calculations required by this Section 4.2:

(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 and/or the Applicant's Qualified Investment 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 results in a negative number, the negative number will be considered to be zero.

(iv) All calculations made under this Section 4.2 of this Agreement will reflect the Limitation on Appraised Value for such year.

(v) All calculations made under this Section 4.2 shall be made by a methodology which isolates the full M&O Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or any other factors not contained in this Agreement.

(vi) For purposes of Article IV, “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.

(vii) For purposes of Article IV, “Maintenance & Operations Revenue” (or “M&O Revenue”) means (a) 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 (b) 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 (c) 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 (d) 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.

Section 4.3. COMPENSATION FOR LOSS OF OTHER REVENUES. In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

A. All non-reimbursed costs, certified by the District’s external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant’s Qualified Investment 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 Applicant’s Qualified Investment. The Applicant may contest any such costs certified by the District’s external auditor under the provisions of Section 4.8;

B. Any other loss of District revenues which are, or may be, attributable to the payment by the Applicant to or on behalf of any other third party beneficiary; and

C. Any other cost to the District, including costs under Section 8.6(C) below, which are or may be attributable to compliance with State-imposed cost of compliance with the terms of this Agreement.

Section 4.4. CALCULATIONS TO BE MADE BY THIRD PARTY. All calculations under this Article 4 shall be made annually by an independent third party (the “Consultant”) selected each year by the District. Applicant shall be solely responsible for payment of the Consultant’s fees up to TEN THOUSAND DOLLARS (\$10,000.00) for the first year of this Agreement. This fee may be increased each year of this Agreement by not more than FIVE PERCENT (5%).

Section 4.5. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax rolls submitted to the District pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Consultant selected under Section 4.4. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Consultant to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Consultant shall be adjusted from time to time by the Consultant to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax rolls or any other changes in student counts, tax collections, or other data.

Section 4.6. DELIVERY OF CALCULATIONS. On or before December 1 of each year for which this Agreement is effective, the Consultant appointed pursuant to Section 4.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 4.2 and 4.3 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Consultant's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Consultant shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Consultant shall preserve all documents pertaining to the calculation and fee for a period of three (3) years after payment.

Section 4.7. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Consultant for all calculations under this Agreement under Section 4.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or Tax Credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement.

Section 4.8. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification prepared pursuant to Sections 4.2 and 4.3, the Applicant may appeal the findings, in writing, to the Consultant within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Consultant will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District's Board of Trustees, in writing, within thirty (30) days of the final determination of certification containing the calculations.

Section 4.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Consultant selected under Section 4.4 makes its calculations under this Agreement, the Applicant

has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved, the Consultant shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District.

If as a result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Consultant who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Consultant.

Section 4.10. EFFECT OF STATUTORY CHANGES. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the Revenue Protection Amount limit set forth in Section 7.1, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the Revenue Protection Amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for all non-reimbursable costs, certified by the District's external auditor to have been incurred by the 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. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for supplemental payments (the "Supplemental Payments") set forth in this Article VI.

A. Amounts Exclusive of Indemnity Amounts. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V;

provided, however, that all payments under Articles IV and VI are subject to the limitations contained in Section 7.1.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article VI, shall not exceed the limit imposed by the provisions of TEXAS TAX CODE § 313.027(i), as such limit is allowed or required to be increased by the Legislature in a future year of this Agreement.

C. Explicit Identification of Payments to District. The Applicant shall not be responsible 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 made pursuant to Chapter 313, TEXAS TAX CODE, unless it is explicitly set forth in this Agreement.

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 Application;

B. Supplemental Payments may only be made during the period starting the first year 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 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 2015-2016 Average Daily Attendance 65, rounded to the whole number.

Section 6.3 PAYMENT BY APPLICANT. Payment of amounts due under this Article shall be made as set forth in Section 4.7 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 recapture 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 ninety (90) 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 ninety (90) 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 Kenedy 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 Kenedy 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 thirty (30) days provided for such payment 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 ninety (90) 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 \$30,000,000.00 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 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:

Kenedy County-Wide Common School District
Attention: Superintendent of Schools
Mailing Address: P.O. Box 100
Sarita, Texas 78385
Street Address: 150 East La Parra Street
Sarita, Texas 78385
Fax: 361-294-5718
E-Mail: jjohnson@saritaschool.net

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

EC&R Development, LLC
Attention: Richard Saunders
Address: 701 Brazos Street, Suite 1400

Austin, Texas 78701
Fax: 512-494-9581
E-Mail: richard.saunders@eon.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. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice information pursuant to Section 10.3.C below. Notwithstanding the foregoing, any notice required or permitted shall be deemed sufficient for all purposes if delivered only to EC&R Development, LLC.

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; and
 - c. 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 ninety (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 Kenedy 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).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 20th day of SEPTEMBER, 2017.

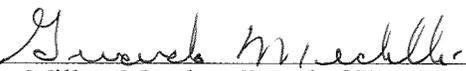
STELLA WIND FARM, LLC

KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT

By: _____
Paul Bowman Senior Vice President

By: 
Felix Serna, President, Board of Trustees

ATTEST:



Jerry Miller, Member, Board of Trustees
Gerardo Medellin

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 20th day of SEPTEMBER, 2017.

STELLA WIND FARM, LLC

KENEDY COUNTY-WIDE COMMON SCHOOL DISTRICT

By: 

Paul Bowman Senior Vice President

By: _____
Felix Serna, President, Board of Trustees

ATTEST:

Jerry Miller, Member, Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

[Insert description of Qualified Enterprise or Reinvestment Zone provided in the Application, including appropriate maps]

By Resolution dated September 11, 2017, the Kenedy County Commissioners Court created Kenedy County Reinvestment Zone Number Three, the boundaries of which should be the area described and depicted on the pages that follow.

All of the following parcels of property in Kenedy County, Texas:

SECTION	PASTURE	LAND GRANT
54	Telefon	
55	Telefon	
74	Telefon	
75	Telefon	
123	Magote	
124	Magote	
162	Magote	
163	Magote	
164	Magote	
186	Magote	
187	Magote	
188	Magote	
189	Magote	
225	Magote	
226	Magote	
79	West Jaboncillos	Los Finados
104	West Jaboncillos	El Palmito
103	West Jaboncillos	El Palmito
103	West Jaboncillos	Los Finados
102	West Jaboncillos	Los Finados
130	West Jaboncillos	El Palmito
131	West Jaboncillos	El Palmito
131	West Jaboncillos	Los Finados
132	West Jaboncillos	Los Finados
130	West Jaboncillos	Little Barreta
131	West Jaboncillos	Little Barreta

157	West Jaboncillos	Little Barreta
156	West Jaboncillos	Little Barreta
156	West Jaboncillos	Los Finados
155	West Jaboncillos	Los Finados
193	West Jaboncillos	Little Barreta
194	West Jaboncillos	Little Barreta
194	West Jaboncillos	Los Finados
195	West Jaboncillos	Los Finados
220	West Jaboncillos	Little Barreta
219	West Jaboncillos	Little Barreta
106	East Jaboncillos	El Palmito
105	East Jaboncillos	El Palmito
104	East Jaboncillos	El Palmito
128	East Jaboncillos	El Palmito
129	East Jaboncillos	El Palmito
130	East Jaboncillos	El Palmito
128	East Jaboncillos	El Palmito
129	East Jaboncillos	Little Barreta
130	East Jaboncillos	Little Barreta
160	East Jaboncillos	Little Barreta
159	East Jaboncillos	Little Barreta
158	East Jaboncillos	Little Barreta
157	East Jaboncillos	Little Barreta
190	East Jaboncillos	Little Barreta
191	East Jaboncillos	Little Barreta
192	East Jaboncillos	Little Barreta
193	East Jaboncillos	Little Barreta
223	East Jaboncillos	Little Barreta
222	East Jaboncillos	Little Barreta
221	East Jaboncillos	Little Barreta
220	East Jaboncillos	Little Barreta
249	East Jaboncillos	Little Barreta
250	East Jaboncillos	Little Barreta
251	East Jaboncillos	Little Barreta
252	East Jaboncillos	Little Barreta
160	Agua Dulce Trap	Little Barreta
190	Agua Dulce Trap	Little Barreta
223	San Pedro Trap	Little Barreta
224	San Pedro Trap	Little Barreta
248	San Pedro Trap	Little Barreta
249	San Pedro Trap	Little Barreta

248	Barreta	Little Barreta
249	Barreta	Little Barreta
250	Barreta	Little Barreta Big (La)
248	Barreta	Little Barreta Big (La)
249	Barreta	Little Barreta Big (La)
250	Barreta	Little Barreta Big (La)
256	Baretta	Little Baretta Big (La)
258	Barreta	Little Barreta Big (La)
292	Baretta	Little Baretta Big (La)
315	Baretta	Little Baretta Big (La)
325	South Tajos	Little Barreta Big (La)
324	South Tajos	Little Barreta Big (La)
345	South Tajos	Little Barreta Big (La)
346	South Tajos	Little Barreta Big (La)
347	South Tajos	Little Barreta Big (La)
348	South Tajos	Little Barreta Big (La)
356	South Tajos	Little Barreta Big (La)
355	South Tajos	Little Barreta Big (La)
354	South Tajos	Little Barreta Big (La)
353	South Tajos	Little Barreta Big (La)
372	South Tajos	Little Barreta Big (La)
373	South Tajos	Little Barreta Big (La)
374	South Tajos	Little Barreta Big (La)
375	South Tajos	Little Barreta Big (La)

376	South Tajos	Little Barreta Big (La)
382	South Tajos	Little Barreta Big (La)
381	South Tajos	Little Barreta Big (La)

(continued next page)

380	South Tajos	Barreta Big (La)
379	South Tajos	Barreta
248	East	Little Barreta
247	East	Barreta Big (La)
248	East	Barreta Big (La)
249	East	Barreta Big (La)
261	East	Barreta Big (La)
260	East	Barreta Big (La)
259	East	Barreta Big (La)
258	East	Barreta Big (La)
279	East	Barreta Big (La)
280	East	Barreta Big (La)
281	East	Barreta
295	East	Barreta Big (La)
294	East	Barreta Big (La)
293	East	Barreta Big (La)
313	East	Barreta Big (La)
314	East	Barreta Big (La)
313	Tajos Trap	Barreta Big (La)
314	Tajos Trap	Barreta Big (La)

EXHIBIT 1

327	Tajos Trap	Barreta Big (La)
326	Tajos Trap	Barreta Big (La)
327	Llano Trap	Barreta Big (La)
344	Llano Trap	Barreta Big (La)
345	Llano Trap	Barreta Big (La)
296	Maria Stella	Barreta Big (La)
295	Maria Stella	Barreta Big (La)
312	Maria Stella	Barreta Big (La)
313	Maria Stella	Barreta Big
329	Maria Stella	Barreta Big
328	Maria Stella	Barreta Big (La)
327	Maria Stella	Barreta Big (La)
342	Maria Stella	Barreta Big
343	Maria Stella	Barreta Big
344	Maria Stella	Barreta Big (La)
328	South Maria Stella	Barreta Big (La)
327	South Maria Stella	Barreta Big
342	South Maria Stella	Barreta Big
343	South Maria Stella	Barreta Big (La)
344	South Maria Stella	Barreta Big (La)
345	South Maria Stella	Barreta Big
358	South Maria Stella	Barreta Big
357	South Maria Stella	Barreta Big

356	South Maria Stella	Barreta
371	South Maria Stella	Rio Barreta
372	South Maria Stella	Rio Barreta
373	South Maria Stella	Rio Barreta
384	South Maria Stella	Rio Barreta
383	South Maria Stella	Rio Barreta
382	South Maria Stella	Rio Barreta
385	South Maria Stella	Rio Barreta
386	South Maria Stella	Rio Barreta

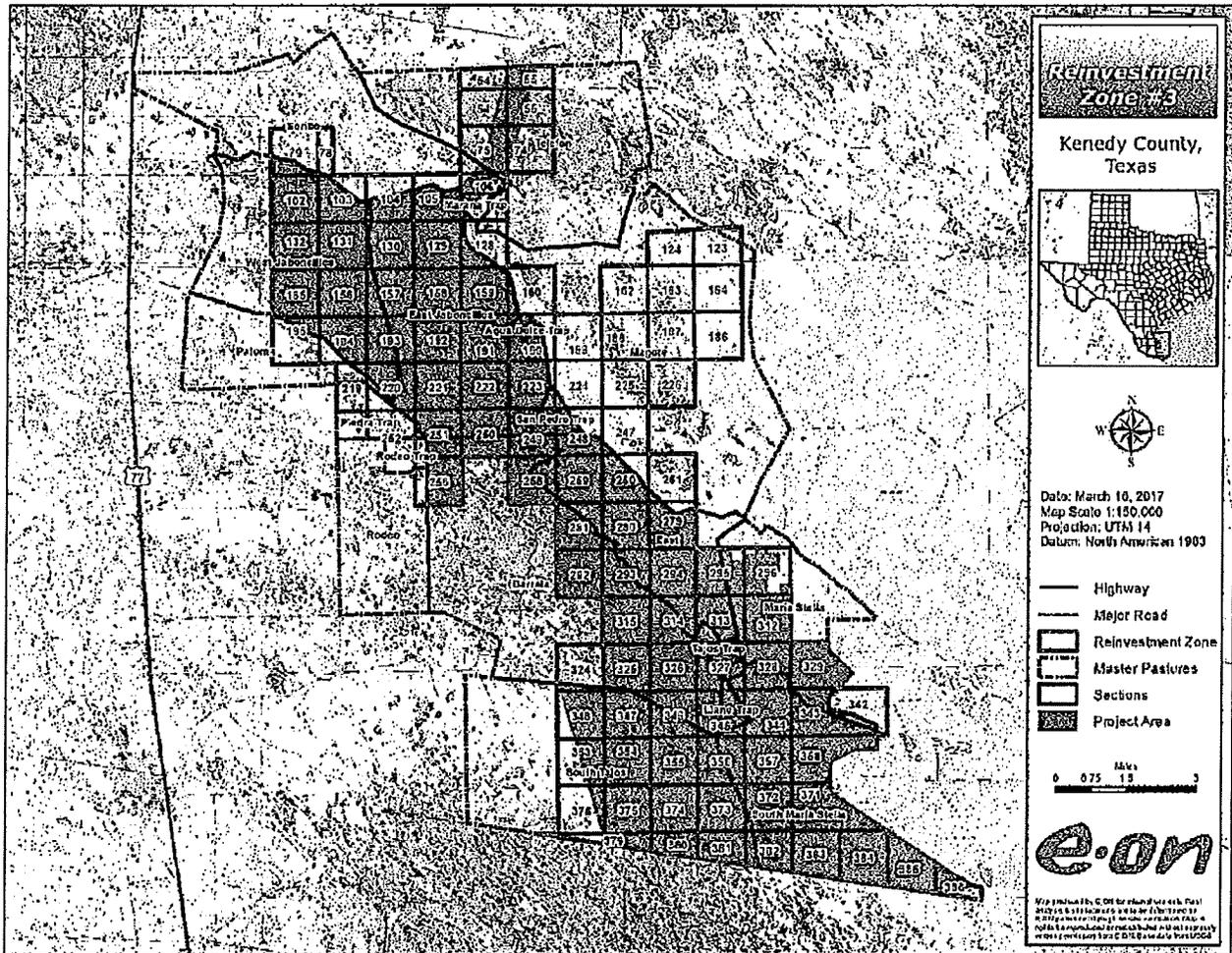


EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

All Qualified Property owned by the Applicant is located within the boundaries of the Kenedy County Reinvestment Zone Number Three, which is more particularly described and depicted in **EXHIBIT 1**.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

The Qualified Investment will consist of equipment designed to use wind power to generate electricity, including wind turbines, towers, transformers, transmission lines, and associated ancillary equipment necessary to safely operate, maintain and transmit power to the ERCOT grid, and meteorological equipment to measure and test wind speed and direction. The Qualified Investment may consist of 58-125 wind turbine generators, with a capacity of 1.6 megawatts to 3.4 megawatts per generator, with an approximate total capacity of 200 MW.

The Qualified Investment will be entirely located within Kenedy County and the Kenedy County-Wide Common School District, as depicted on the map on the following page.

Qualified Investment may include but is not limited to:

- Fencing to control livestock and to protect substations and other equipment as needed for safety and security.
- 58-125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- One 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- A single- circuit, double 795 ACSR conductor 345kv transmission line, approximately 19 miles in length, which will be used to connect the collection substation to the utility interconnection site.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Qualified Investment will consist of equipment designed to use wind power to generate electricity, including wind turbines, towers, transformers, transmission lines, and associated ancillary equipment necessary to safely operate, maintain and transmit power to the ERCOT grid, and meteorological equipment to measure and test wind speed and direction. The Qualified Investment may consist of 58-125 wind turbine generators, with a capacity of 1.6 megawatts to 3.4 megawatts per generator, with an approximate total capacity of 200 MW.

The Qualified Investment will be entirely located within Kenedy County and the Kenedy County-Wide Common School District, as depicted on the map on the following page.

Qualified Investment may include but is not limited to:

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- 58-125 wind turbine generator foundations, with anchor bolt embeds and template rings
- Wind turbine obstruction lighting per FAA requirements
- Telephone system
- One 345:34.5kV collection substation, including two 140 MVA power transformers with OLTC's, as well as associated circuit breakers, switches, reactive power compensation equipment and control building.
- A single- circuit, double 795 ACSR conductor 345kv transmission line, approximately 19 miles in length, which will be used to connect the collection substation to the utility interconnection site.
- Underground power cables from, and various cable accessories, with grounding.
- Permanent meteorological towers, quantity and location of which to be determined by final turbine layout.
- Underground communication cables.

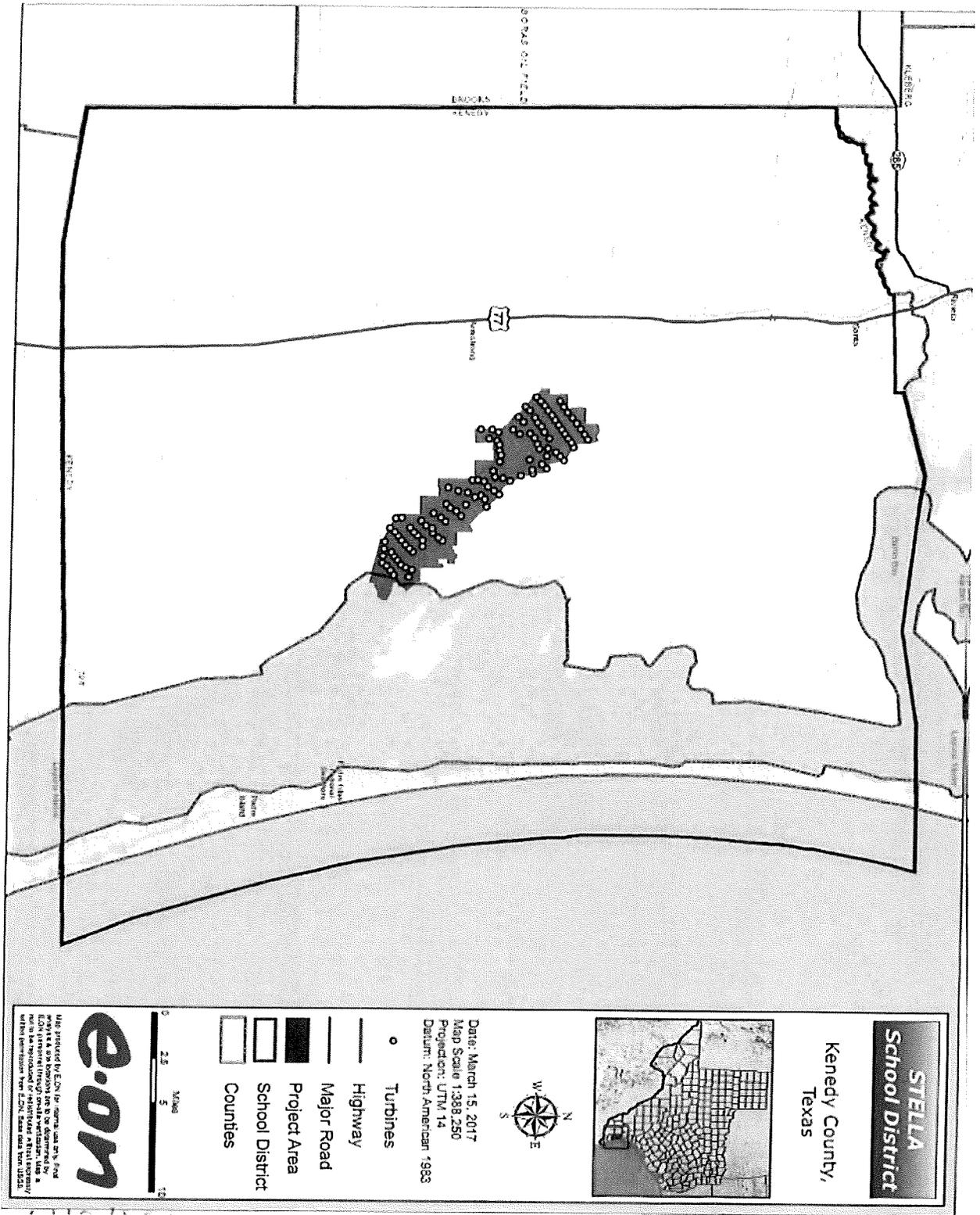


EXHIBIT 5

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, 2017	2017-18	2017	Limitation Pre-Year, QTP begins
	2	January 1, 2018	2018-19	2018	Limitation Pre-Year
Limitation Period (10 Years)	3	January 1, 2019	2019-20	2019	\$30 million appraisal limitation; QTP ends December 31, 2019
	4	January 1, 2020	2020-21	2020	\$30 million appraisal limitation
	5	January 1, 2021	2021-22	2021	\$30 million appraisal limitation
	6	January 1, 2022	2022-23	2022	\$30 million appraisal limitation
	7	January 1, 2023	2023-24	2023	\$30 million appraisal limitation
	8	January 1, 2024	2024-25	2024	\$30 million appraisal limitation
	9	January 1, 2025	2025-26	2025	\$30 million appraisal limitation
	10	January 1, 2026	2026-27	2026	\$30 million appraisal limitation
	11	January 1, 2027	2027-28	2027	\$30 million appraisal limitation
	12	January 1, 2028	2028-29	2028	\$30 million appraisal limitation
Maintain a Viable Presence (5 Years)	13	January 1, 2029	2029-30	2029	No appraisal limitation; must maintain a viable presence
	14	January 1, 2030	2030-31	2030	No appraisal limitation; must maintain a viable presence
	15	January 1, 2031	2031-32	2031	No appraisal limitation; must maintain a viable presence
	16	January 1, 2032	2032-33	2032	No appraisal limitation; must maintain a viable presence
	17	January 1, 2033	2033-34	2033	No appraisal limitation; must maintain a viable presence