
FINDINGS
OF THE
McCAMEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY

ROADRUNNER SOLAR PROJECT, LLC
TEXAS TAXPAYER ID #32067808017
APPLICATION #1300

May 15, 2019

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the McCamey Independent School District. A copy of a report prepared by Jigsaw School Finance Solutions, LLC is attached to these findings as **Exhibit B**. The Texas Commissioner of Education has determined that the project will not impact school enrollment.

The Board of Trustees has confirmed that the taxable value of property in the McCamey Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2017 ISD Summary Worksheet posted on the Texas Comptroller's website at:

<https://comptroller.texas.gov/data/property-tax/pvs/2017f/2312319011D.php>

After receipt of the Application, the District submitted a proposed form of Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, in the form required by the Comptroller of Public Accounts. The proposed Agreement and letter approving same are attached to these findings as **Exhibit C**.

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

Board Finding Number 1.

The Applicant qualifies for a limitation on appraised value of Qualified Property under Texas Tax Code § 313.024 in the eligibility category of 2.

Board Finding Number 2.

The Applicant's entire proposed investment in the McCamey Independent School District is \$360,000,000—\$360,000,000 of which is proposed to be Qualified Investment under Texas Tax Code § 313.021.

Board Finding Number 3.

The average salary level of qualifying jobs is expected to be at least \$60,034 per year. The review of the Application by the State Comptroller's Office indicates that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs pay more than the minimum weekly wage required for Qualified Jobs under Texas Tax Code § 313.021.

Board Finding Number 4.

The level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$36,000,000 on the basis of the 10 new qualifying positions committed to by the Applicant for this project. The project's total investment is \$360,000,000, resulting in a relative level of investment per qualifying job of \$36,000,000.

Board Finding Number 5.

The Applicant has not requested a waiver of the job creation requirement under Texas Tax Code § 313.25(f-1), and the Board finds that the project meets state job creating requirements.

Board Finding Number 6.

Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region. In support of Finding 6, the economic impact evaluation states:

Table 2 depicts this project’s estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller’s office calculated the economic impact based on 15 years of annual investment and employment levels.

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	200	195	395	\$12,006,720	\$15,581,171	\$27,587,891
2020	210	208	417.969	\$12,607,056	\$19,619,507	\$32,226,563
2021	210	220	430	\$12,607,056	\$22,427,124	\$35,034,180
2022	10	27	37	\$600,336	\$6,968,023	\$7,568,359
2023	10	8	18	\$600,336	\$4,648,687	\$5,249,023
2024	10	(4)	6	\$600,336	\$2,695,562	\$3,295,898
2025	10	(0)	10	\$600,336	\$1,841,070	\$2,441,406
2026	10	(8)	2	\$600,336	\$1,108,648	\$1,708,984
2027	10	(4)	6	\$600,336	\$864,508	\$1,464,844
2028	10	(2)	8	\$600,336	\$1,108,648	\$1,708,984
2029	10	(6)	4	\$600,336	\$620,367	\$1,220,703
2030	10	(0)	10	\$600,336	\$132,086	\$732,422
2031	10	(0)	10	\$600,336	\$620,367	\$1,220,703
2032	10	2	12	\$600,336	\$376,227	\$976,563
2033	10	4	14	\$600,336	\$620,367	\$1,220,703
2034	10	8	18	\$600,336	\$1,352,789	\$1,953,125

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Upton 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 the county. The difference noted in the last line is the difference between Table 3 and Table 4:

Table 4—Estimated Direct Ad Valorem Taxes with All Property Tax Incentives Sought									
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		MISD I&S Tax Levy	MISD M&O Tax Levy	MISD M&O and I&S Tax Levies	Upton County Tax Levy	McCamey Hos. Dist. Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.4670	1.0400		0.4175	0.6905	
2020	\$180,000,000	\$25,000,000		\$840,600	\$260,000	\$1,100,600	\$751,541	\$1,242,839	\$3,094,980
2021	\$342,000,000	\$25,000,000		\$1,597,140	\$260,000	\$1,857,140	\$285,586	\$826,488	\$2,969,214
2022	\$306,000,000	\$25,000,000		\$1,429,020	\$260,000	\$1,689,020	\$255,524	\$739,489	\$2,684,033
2023	\$270,000,000	\$25,000,000		\$1,260,900	\$260,000	\$1,520,900	\$225,462	\$652,490	\$2,398,853
2024	\$234,000,000	\$25,000,000		\$1,092,780	\$260,000	\$1,352,780	\$195,401	\$565,492	\$2,113,672
2025	\$198,000,000	\$25,000,000		\$924,660	\$260,000	\$1,184,660	\$165,339	\$478,493	\$1,828,492
2026	\$162,000,000	\$25,000,000		\$756,540	\$260,000	\$1,016,540	\$135,277	\$391,494	\$1,543,312
2027	\$126,000,000	\$25,000,000		\$588,420	\$260,000	\$848,420	\$105,216	\$304,496	\$1,258,131
2028	\$90,000,000	\$25,000,000		\$420,300	\$260,000	\$680,300	\$75,154	\$217,497	\$972,951
2029	\$72,000,000	\$25,000,000		\$336,240	\$260,000	\$596,240	\$60,123	\$173,997	\$830,361
2030	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$60,123	\$173,997	\$1,319,161
2031	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$60,123	\$173,997	\$1,319,161
2032	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2033	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2034	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
			Total	\$10,927,800	\$6,344,000	\$17,271,800	\$3,276,721	\$7,432,176	\$27,980,697
			Diff	\$0	\$17,992,000	\$17,992,000	\$6,493,318	\$8,724,728	\$33,210,046
Assumes School Value Limitation and Tax Abatements with the County.									

Table 3 illustrates the estimated tax impact of the Applicant’s project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		MISD I&S Tax Levy	MISD M&O Tax Levy	MISD M&O and I&S Tax Levies	Upton County Tax Levy	McCamey Hos. Dist. Tax Levy	Estimated Total Property Taxes
			Tax Rate *	0.4670	1.0400		0.4175	0.6905	
2020	\$180,000,000	\$180,000,0		\$840,600	\$1,872,000	\$2,712,600	\$751,541	\$1,242,839	\$4,706,980
2021	\$342,000,000	\$342,000,0		\$1,597,140	\$3,556,800	\$5,153,940	\$1,427,929	\$2,361,394	\$8,943,262
2022	\$306,000,000	\$306,000,0		\$1,429,020	\$3,182,400	\$4,611,420	\$1,277,620	\$2,112,8 26	\$8,001,866
2023	\$270,000,000	\$270,000,0		\$1,260,900	\$2,808 ,000	\$4,068,900	\$1,12 7,312	\$1,864,258	\$7,060,470
2024	\$234,000,000	\$234,000,0		\$1,092,780	\$2,433,600	\$3,526,380	\$977,004	\$1,615,690	\$6,119,074
2025	\$198,000,000	\$198,000,0		\$924,660	\$2,059,200	\$2,983,860	\$826,6 96	\$1,367,123	\$5,177,678
2026	\$162,000,000	\$162,000,0		\$756,540	\$1,68 4,800	\$2,441,340	\$676,387	\$1,118,555	\$4,236 ,282
2027	\$126,000,000	\$126,000,0		\$588,420	\$1,310,400	\$1,898,820	\$526,079	\$869,987	\$3,294,886
2028	\$90,000,000	\$90,000,00		\$420,300	\$936,000	\$1,356,300	\$375,771	\$621,419	\$2,353,490
2029	\$72,000,000	\$72,000,00		\$336 ,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2030	\$72,000 000	\$72,000,00		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2031	\$72,000,000	\$72,000,00		\$336 ,240	\$748,800	\$1,085,040	\$300,617	\$497 ,136	\$1,882,792
2032	\$72,000,000	\$72,000,00		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497 ,136	\$1,882,792
2033	\$72,000 000	\$72,000,00		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2034	\$72,000 000	\$72,000,00		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882 792
			Total	\$10,927,800	\$24,336,00	\$35,263,800	\$9,770,038	\$16,156,904	\$61,190,743

Source: CPA, Roadrunner Solar Project, LLC

*Tax Rate per \$100 Valuation

Board Finding Number 7.

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

Board Finding Number 8.

The effect of the Applicant’s proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District’s facility needs, with current trends suggesting little underlying enrollment growth based on the impact of the project.

Board Finding Number 9.

The Applicant’s 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. Attachment B of the economic impact study contains a year-by-year analysis as depicted in the following table:

	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	2018	\$ 0	\$ 0	\$ 0	\$ 0
	2018	\$ 0	\$ 0	\$ 0	\$ 0
	2019	\$ 0	\$ 0	\$ 0	\$ 0
Limitation Period (10 Years)	2020	\$ 260,000	\$ 260,000	\$ 1,612,000	\$ 1,612,000
	2021	\$ 260,000	\$ 520,000	\$ 3,296,800	\$ 4,908,800
	2022	\$ 260,000	\$ 780,000	\$ 2,922,400	\$ 7,831,200
	2023	\$ 260,000	\$ 1,040,000	\$ 2,548,000	\$ 10,379,200
	2024	\$ 260,000	\$ 1,300,000	\$ 2,173,600	\$ 12,552,800
	2025	\$ 260,000	\$ 1,560,000	\$ 1,799,200	\$ 14,352,000
	2026	\$ 260,000	\$ 1,820,000	\$ 1,424,800	\$ 15,776,800
	2027	\$ 260,000	\$ 2,080,000	\$ 1,050,400	\$ 16,827,200
	2028	\$ 260,000	\$ 2,340,000	\$ 676,000	\$ 17,503,200
	2029	\$ 260,000	\$ 2,600,000	\$ 488,800	\$ 17,992,000
Maintain Viable Presence (5 Years)	2030	\$ 748,800	\$ 3,348,800	\$ 0	\$ 17,992,000
	2031	\$ 748,800	\$ 4,097,600	\$ 0	\$ 17,992,000
	2032	\$ 748,800	\$ 4,846,400	\$ 0	\$ 17,992,000
	2033	\$ 748,800	\$ 5,595,200	\$ 0	\$ 17,992,000
	2034	\$ 748,800	\$ 6,344,000	\$ 0	\$ 17,992,000
Additional Years as Required by § 313.026(c)(1) (10 Years)	2035	\$ 748,800	\$ 7,092,800	\$ 0	\$ 17,992,000
	2036	\$ 748,800	\$ 7,841,600	\$ 0	\$ 17,992,000
	2037	\$ 748,800	\$ 8,590,400	\$ 0	\$ 17,992,000
	2038	\$ 748,800	\$ 9,339,200	\$ 0	\$ 17,992,000
	2039	\$ 748,800	\$ 10,088,000	\$ 0	\$ 17,992,000
	2040	\$ 748,800	\$ 10,836,800	\$ 0	\$ 17,992,000
	2041	\$ 748,800	\$ 11,585,600	\$ 0	\$ 17,992,000
	2042	\$ 748,800	\$ 12,334,400	\$ 0	\$ 17,992,000
	2043	\$ 748,800	\$ 13,083,200	\$ 0	\$ 17,992,000
	2044	\$ 748,800	\$ 13,832,000	\$ 0	\$ 17,992,000

\$ 13,832,000 is less than \$ 17,992,000

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

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2019	200	195	395	\$12,006,720	\$15,581,171	\$27,587,891	1373291	-717163.1	\$2,090,454
2020	210	208	417.969	\$12,607,056	\$19,619,507	\$32,226,563	1533508.3	-465393.1	\$1,998,901
2021	210	220	430	\$12,607,056	\$22,427,124	\$35,034,180	1663208	-221252.4	\$1,884,460
2022	10	27	37	\$600,336	\$6,968,023	\$7,568,359	320434.6	755310.1	-\$434,876
2023	10	8	18	\$600,336	\$4,648,687	\$5,249,023	244140.6	709533.7	-\$465,393
2024	10	(4)	6	\$600,336	\$2,695,562	\$3,295,898	236511.2	648498.5	-\$411,987
2025	10	(0)	10	\$600,336	\$1,841,070	\$2,441,406	190734.9	572204.6	-\$381,470
2026	10	(8)	2	\$600,336	\$1,108,648	\$1,708,984	190734.9	503540	-\$312,805
2027	10	(4)	6	\$600,336	\$864,508	\$1,464,844	167846.7	389099.1	-\$221,252
2028	10	(2)	8	\$600,336	\$1,108,648	\$1,708,984	160217.3	320434.6	-\$160,217
2029	10	(6)	4	\$600,336	\$620,367	\$1,220,703	129699.7	274658.2	-\$144,959
2030	10	(0)	10	\$600,336	\$132,086	\$732,422	99182.1	183105.5	-\$83,923
2031	10	(0)	10	\$600,336	\$620,367	\$1,220,703	68664.6	129699.7	-\$61,035
2032	10	2	12	\$600,336	\$376,227	\$976,563	53405.8	83923.3	-\$30,518
2033	10	4	14	\$600,336	\$620,367	\$1,220,703	45776.4	0	\$45,776
2034	10	8	18	\$600,336	\$1,352,789	\$1,953,125	30517.6	-53405.8	\$83,923
2035	10	6	16	\$600,336	\$864,508	\$1,464,844	30517.6	-83923.3	\$114,441
2036	10	10	20	\$600,336	\$864,508	\$1,464,844	-15258.8	-175476.1	\$160,217
2037	10	6	16	\$600,336	\$376,227	\$976,563	-45776.4	-228881.8	\$183,105
2038	10	2	12	\$600,336	\$376,227	\$976,563	-30517.6	-274658.2	\$244,141
2039	10	6	16	\$600,336	\$620,367	\$1,220,703	-61035.2	-350952.1	\$289,917
2040	10	(0)	10	\$600,336	-\$112,055	\$488,281	-106811.5	-419616.7	\$312,805
2041	10	2	12	\$600,336	-\$600,336	\$0	-137329.1	-480651.9	\$343,323
2042	10	(0)	10	\$600,336	-\$356,195	\$244,141	-137329.1	-511169.4	\$373,840
2043	10	(8)	2	\$600,336	-\$600,336	\$0	-183105.5	-572204.6	\$389,099
2044	10	(8)	2	\$600,336	-\$112,055	\$488,281	-198364.3	-587463.4	\$389,099
2045	10	(8)	2	\$600,336	-\$1,576,899	-\$976,563	-259399.4	-671386.7	\$411,987
2046	10	(8)	2	\$600,336	-\$1,088,617	-\$488,281	-183105.5	-686645.5	\$503,540
Total							\$5,180,359	-\$1,930,237	\$7,110,596
							\$20,942,596	is greater than	\$17,992,000
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	

Board Finding Number 10.

The limitation on appraised value requested by the Applicant is a determining factor in the Applicant's decision to invest capital and construct the project in this state.

Board Finding Number 11.

The ability of the Applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.

In support of Findings 10 and 11, **Attachment C** of the economic impact study states:

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. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- I. Roadrunner Solar Project, LLC is a solar energy project managed by Cielo Wind Power. Cielo Wind Power is the largest privately held power developer in the Southwest. Their interest in solar development stems from increasing solar energy potential across the country and decreasing solar development costs.
- II. Roadrunner Solar Project, LLC is being managed by Cielo Wind Power. Cielo Wind Power is a renewable energy company founded in 1991. Since then, their primary focus has been centered on wind energy generation with over 1,350 wind turbines successfully installed across 160,000 leased acres in the United States. As solar energy potential increases, Cielo Wind Power is expanding its portfolio into the solar industry. Their interest in solar development stems from increasing solar energy potential across the country and decreasing solar development costs.
- III. Per Cielo Wind Power in Tab 5 of their Application for a Limitation on Appraised Value:
 - a. "Currently, Cielo Wind Power is considering a variety of other locations for Roadrunner Solar Project, LLC but believes Upton County, Texas, with the correct economic conditions and incentives would be an ideal location for this solar facility. Certainly though, there are other parts of the United States being evaluated for the establishment of this solar facility, specifically Curry County, New Mexico and Quay County, New Mexico."
 - b. "Cielo Wind Power has a wide portfolio of projects across the Southwest, and is considering New Mexico, Arizona, Oklahoma, and California for investment purposes. In the event a 313 Agreement is not permitted, Cielo Wind Power could relocate Roadrunner Solar Project, LLC to another area more financially viable for the continuation of this project."

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

Board Finding Number 12.

The Board of Trustees of the McCamey Independent School District hired consultants to review and verify the information in Application #1300. Based upon the consultants' review, the Board has determined that the information provided by the Applicant appears to be true and correct.

Board Finding Number 13.

The Board of Trustees has determined that the Tax Limitation Amount requested by the Applicant is currently Twenty-Five Million Dollars, which is consistent with the minimum values currently set out by Texas Tax Code § 313.054(a).

Board Finding Number 14.

The Applicant (Taxpayer ID 32067808017) is eligible for the limitation on appraised value of Qualified Property as specified in the Agreement based on its "good standing" certification as a franchise-tax paying entity.

Board Finding Number 15.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Exhibit C, includes adequate and appropriate revenue protection provisions for the District.

Board Finding Number 16.

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

It is therefore ORDERED that the Agreement attached hereto as Exhibit C is approved and hereby authorized to be executed and delivered by and on behalf of the McCamey Independent School District. It is further ORDERED that these Findings and the Attachments 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 McCamey Independent School District.

Dated the 15th day of May, 2019.

MCCAMEY INDEPENDENT SCHOOL DISTRICT

By:



~~Oscar Sanchez~~ Charlotte Jones
President, Board of Trustees

ATTEST:

By:



~~Charlotte Jones~~ Robert Silva
Vice President, Board of Trustees

Findings and Order of the McCamey Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Roadrunner Solar Project, LLC (Tax ID 32067808017) (Application #1300)

EXHIBIT A

Comptroller's Economic Impact Analysis



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

January 17, 2019

Ronnie Golston
Superintendent
McCamey Independent School District
111 E. 11th
McCamey, Texas 79752

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between McCamey Independent School District and Roadrunner Solar Project, LLC, Application 1300

Dear Superintendent Golston:

On November 28, 2018, the Comptroller issued written notice that Roadrunner Solar Project, LLC (applicant) submitted a completed application (Application 1300) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on October 5, 2018, to the McCamey Independent 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 committed 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 1300.

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 within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of November 28, 2018, 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,



Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A - Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Roadrunner Solar Project, LLC (project) applying to McCamey Independent 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 Roadrunner Solar Project, LLC.

Applicant	Roadrunner Solar Project, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	McCamey ISD
2017-2018 Average Daily Attendance	488
County	Upton
Proposed Total Investment in District	\$360,000,000
Proposed Qualified Investment	\$360,000,000
Limitation Amount	\$25,000,000
Qualifying Time Period (Full Years)	2021-2022
Number of new qualifying jobs committed to by applicant	10
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,154
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$1,154
Minimum annual wage committed to by applicant for qualified jobs	\$60,034
Minimum weekly wage required for non-qualifying jobs	\$1,297
Minimum annual wage required for non-qualifying jobs	\$67,458
Investment per Qualifying Job	\$36,000,000
Estimated M&O levy without any limit (15 years)	\$24,336,000
Estimated M&O levy with Limitation (15 years)	\$6,344,000
Estimated gross M&O tax benefit (15 years)	\$17,992,000

CORRECTED

Table 2 is the estimated statewide economic impact of Roadrunner Solar Project, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	200	195	395	\$12,006,720	\$15,581,171	\$27,587,891
2020	210	208	417,969	\$12,607,056	\$19,619,507	\$32,226,563
2021	210	220	430	\$12,607,056	\$22,427,124	\$35,034,180
2022	10	27	37	\$600,336	\$6,968,023	\$7,568,359
2023	10	8	18	\$600,336	\$4,648,687	\$5,249,023
2024	10	(4)	6	\$600,336	\$2,695,562	\$3,295,898
2025	10	(0)	10	\$600,336	\$1,841,070	\$2,441,406
2026	10	(8)	2	\$600,336	\$1,108,648	\$1,708,984
2027	10	(4)	6	\$600,336	\$864,508	\$1,464,844
2028	10	(2)	8	\$600,336	\$1,108,648	\$1,708,984
2029	10	(6)	4	\$600,336	\$620,367	\$1,220,703
2030	10	(0)	10	\$600,336	\$132,086	\$732,422
2031	10	(0)	10	\$600,336	\$620,367	\$1,220,703
2032	10	2	12	\$600,336	\$376,227	\$976,563
2033	10	4	14	\$600,336	\$620,367	\$1,220,703
2034	10	8	18	\$600,336	\$1,352,789	\$1,953,125

Source: CPA REMI, Roadrunner Solar Project, 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*	McCamey ISD I&S Tax Levy	McCamey ISD M&O Tax Levy	M&O and I&S Tax Levies	Upton County Tax Levy	McCamey Hos. Dis. Tax Levy	Estimated Total Property Taxes
				0.4670	1.0400		0.4175	0.6905	
2020	\$180,000,000	\$180,000,000		\$840,600	\$1,872,000	\$2,712,600	\$751,541	\$1,242,839	\$4,706,980
2021	\$342,000,000	\$342,000,000		\$1,597,140	\$3,556,800	\$5,153,940	\$1,427,929	\$2,361,394	\$8,943,262
2022	\$306,000,000	\$306,000,000		\$1,429,020	\$3,182,400	\$4,611,420	\$1,277,620	\$2,112,826	\$8,001,866
2023	\$270,000,000	\$270,000,000		\$1,260,900	\$2,808,000	\$4,068,900	\$1,127,312	\$1,864,258	\$7,060,470
2024	\$234,000,000	\$234,000,000		\$1,092,780	\$2,433,600	\$3,526,380	\$977,004	\$1,615,690	\$6,119,074
2025	\$198,000,000	\$198,000,000		\$924,660	\$2,059,200	\$2,983,860	\$826,696	\$1,367,123	\$5,177,678
2026	\$162,000,000	\$162,000,000		\$756,540	\$1,684,800	\$2,441,340	\$676,387	\$1,118,555	\$4,236,282
2027	\$126,000,000	\$126,000,000		\$588,420	\$1,310,400	\$1,898,820	\$526,079	\$869,987	\$3,294,886
2028	\$90,000,000	\$90,000,000		\$420,300	\$936,000	\$1,356,300	\$375,771	\$621,419	\$2,353,490
2029	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2030	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2031	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2032	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2033	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2034	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
			Total	\$10,927,800	\$24,336,000	\$35,263,800	\$9,770,038	\$16,156,904	\$61,190,743

Source: CPA, Roadrunner Solar Project, LLC
Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Upton 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 the 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		McCamey ISD I&S Tax Levy	McCameyISD M&O Tax Levy	M&O and I&S Tax Levies	Upton County Tax Levy	McCamey Hos. Dis. Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.4670	1.0400		0.4175	0.6905	
2020	\$180,000,000	\$25,000,000		\$840,600	\$260,000	\$1,100,600	\$751,541	\$1,242,839	\$3,094,980
2021	\$342,000,000	\$25,000,000		\$1,597,140	\$260,000	\$1,857,140	\$285,586	\$826,488	\$2,969,214
2022	\$306,000,000	\$25,000,000		\$1,429,020	\$260,000	\$1,689,020	\$255,524	\$739,489	\$2,684,033
2023	\$270,000,000	\$25,000,000		\$1,260,900	\$260,000	\$1,520,900	\$225,462	\$652,490	\$2,398,853
2024	\$234,000,000	\$25,000,000		\$1,092,780	\$260,000	\$1,352,780	\$195,401	\$565,492	\$2,113,672
2025	\$198,000,000	\$25,000,000		\$924,660	\$260,000	\$1,184,660	\$165,339	\$478,493	\$1,828,492
2026	\$162,000,000	\$25,000,000		\$756,540	\$260,000	\$1,016,540	\$135,277	\$391,494	\$1,543,312
2027	\$126,000,000	\$25,000,000		\$588,420	\$260,000	\$848,420	\$105,216	\$304,496	\$1,258,131
2028	\$90,000,000	\$25,000,000		\$420,300	\$260,000	\$680,300	\$75,154	\$217,497	\$972,951
2029	\$72,000,000	\$25,000,000		\$336,240	\$260,000	\$596,240	\$60,123	\$173,997	\$830,361
2030	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$60,123	\$173,997	\$1,319,161
2031	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$60,123	\$173,997	\$1,319,161
2032	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2033	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
2034	\$72,000,000	\$72,000,000		\$336,240	\$748,800	\$1,085,040	\$300,617	\$497,136	\$1,882,792
			Total	\$10,927,800	\$6,344,000	\$17,271,800	\$3,276,721	\$7,432,176	\$27,980,697
			Diff	\$0	\$17,992,000	\$17,992,000	\$6,493,318	\$8,724,728	\$33,210,046
Assumes School Value Limitation and Tax Abatements with the County.									

Source: CPA, Roadrunner Solar Project, 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.

CORRECTED

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

This represents the Comptroller’s determination that Roadrunner Solar Project, 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	2018	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2020	\$260,000	\$260,000	\$1,612,000	\$1,612,000
	2021	\$260,000	\$520,000	\$3,296,800	\$4,908,800
	2022	\$260,000	\$780,000	\$2,922,400	\$7,831,200
	2023	\$260,000	\$1,040,000	\$2,548,000	\$10,379,200
	2024	\$260,000	\$1,300,000	\$2,173,600	\$12,552,800
	2025	\$260,000	\$1,560,000	\$1,799,200	\$14,352,000
	2026	\$260,000	\$1,820,000	\$1,424,800	\$15,776,800
	2027	\$260,000	\$2,080,000	\$1,050,400	\$16,827,200
	2028	\$260,000	\$2,340,000	\$676,000	\$17,503,200
	2029	\$260,000	\$2,600,000	\$488,800	\$17,992,000
Maintain Viable Presence (5 Years)	2030	\$748,800	\$3,348,800	\$0	\$17,992,000
	2031	\$748,800	\$4,097,600	\$0	\$17,992,000
	2032	\$748,800	\$4,846,400	\$0	\$17,992,000
	2033	\$748,800	\$5,595,200	\$0	\$17,992,000
	2034	\$748,800	\$6,344,000	\$0	\$17,992,000
Additional Years as Required by 313.026(c)(1) (10 Years)	2035	\$748,800	\$7,092,800	\$0	\$17,992,000
	2036	\$748,800	\$7,841,600	\$0	\$17,992,000
	2037	\$748,800	\$8,590,400	\$0	\$17,992,000
	2038	\$748,800	\$9,339,200	\$0	\$17,992,000
	2039	\$748,800	\$10,088,000	\$0	\$17,992,000
	2040	\$748,800	\$10,836,800	\$0	\$17,992,000
	2041	\$748,800	\$11,585,600	\$0	\$17,992,000
	2042	\$748,800	\$12,334,400	\$0	\$17,992,000
	2043	\$748,800	\$13,083,200	\$0	\$17,992,000
	2044	\$748,800	\$13,832,000	\$0	\$17,992,000

\$13,832,000

is less than

\$17,992,000

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

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

Source: CPA, Roadrunner Solar Project, LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2019	200	195	395	\$12,006,720	\$15,581,171	\$27,587,891	1373291	-717163.1	\$2,090,454
2020	210	208	417,969	\$12,607,056	\$19,619,507	\$32,226,563	1533508.3	-465393.1	\$1,998,901
2021	210	220	430	\$12,607,056	\$22,427,124	\$35,034,180	1663208	-221252.4	\$1,884,460
2022	10	27	37	\$600,336	\$6,968,023	\$7,568,359	320434.6	755310.1	-\$434,876
2023	10	8	18	\$600,336	\$4,648,687	\$5,249,023	244140.6	709533.7	-\$465,393
2024	10	(4)	6	\$600,336	\$2,695,562	\$3,295,898	236511.2	648498.5	-\$411,987
2025	10	(0)	10	\$600,336	\$1,841,070	\$2,441,406	190734.9	572204.6	-\$381,470
2026	10	(8)	2	\$600,336	\$1,108,648	\$1,708,984	190734.9	503540	-\$312,805
2027	10	(4)	6	\$600,336	\$864,508	\$1,464,844	167846.7	389099.1	-\$221,252
2028	10	(2)	8	\$600,336	\$1,108,648	\$1,708,984	160217.3	320434.6	-\$160,217
2029	10	(6)	4	\$600,336	\$620,367	\$1,220,703	129699.7	274658.2	-\$144,959
2030	10	(0)	10	\$600,336	\$132,086	\$732,422	99182.1	183105.5	-\$83,923
2031	10	(0)	10	\$600,336	\$620,367	\$1,220,703	68664.6	129699.7	-\$61,035
2032	10	2	12	\$600,336	\$376,227	\$976,563	53405.8	83923.3	-\$30,518
2033	10	4	14	\$600,336	\$620,367	\$1,220,703	45776.4	0	\$45,776
2034	10	8	18	\$600,336	\$1,352,789	\$1,953,125	30517.6	-53405.8	\$83,923
2035	10	6	16	\$600,336	\$864,508	\$1,464,844	30517.6	-83923.3	\$114,441
2036	10	10	20	\$600,336	\$864,508	\$1,464,844	-15258.8	-175476.1	\$160,217
2037	10	6	16	\$600,336	\$376,227	\$976,563	-45776.4	-228881.8	\$183,105
2038	10	2	12	\$600,336	\$376,227	\$976,563	-30517.6	-274658.2	\$244,141
2039	10	6	16	\$600,336	\$620,367	\$1,220,703	-61035.2	-350952.1	\$289,917
2040	10	(0)	10	\$600,336	-\$112,055	\$488,281	-106811.5	-419616.7	\$312,805
2041	10	2	12	\$600,336	-\$600,336	\$0	-137329.1	-480651.9	\$343,323
2042	10	(0)	10	\$600,336	-\$356,195	\$244,141	-137329.1	-511169.4	\$373,840
2043	10	(8)	2	\$600,336	-\$600,336	\$0	-183105.5	-572204.6	\$389,099
2044	10	(8)	2	\$600,336	-\$112,055	\$488,281	-198364.3	-587463.4	\$389,099
2045	10	(8)	2	\$600,336	-\$1,576,899	-\$976,563	-259399.4	-671386.7	\$411,987
2046	10	(8)	2	\$600,336	-\$1,088,617	-\$488,281	-183105.5	-686645.5	\$503,540
Total							\$5,180,359	-\$1,930,237	\$7,110,596
							\$20,942,596	is greater than	\$17,992,000

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

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 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 Roadrunner Solar, 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:

- Roadrunner Solar Project, LLC is a solar energy project managed by Cielo Wind Power. Cielo Wind Power is the largest privately held power developer in the Southwest. Their interest in solar development stems from increasing solar energy potential across the country and decreasing solar development costs.
- Roadrunner Solar Project, LLC is being managed by Cielo Wind Power. Cielo Wind Power is a renewable energy company founded in 1991. Since then, their primary focus has been centered on wind energy generation with over 1,350 wind turbines successfully installed across 160,000 leased acres in the United States. As solar energy potential increases, Cielo Wind Power is expanding its portfolio into the solar industry. Their interest in solar development stems from increasing solar energy potential across the country and decreasing solar development costs.
- Per Cielo Wind Power in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. “Currently, Cielo Wind Power is considering a variety of other locations for Roadrunner Solar Project, LLC but believes Upton County, Texas, with the correct economic conditions and incentives would be an ideal location for this solar facility. Certainly though, there are other parts of the United States being evaluated for the establishment of this solar facility, specifically Curry County, New Mexico and Quay County, New Mexico.”
 - B. “Cielo Wind Power has a wide portfolio of projects across the Southwest, and is considering New Mexico, Arizona, Oklahoma, and California for investment purposes. In the event a 313 Agreement is not permitted, Cielo Wind Power could relocate Roadrunner Solar Project, LLC to another area more financially viable for the continuation of this project.”

- Supplemental information provided by the applicant stated the following:
 - A. In ERCOT's records, the project is known as Queen Solar.
 - B. The project received the IGNR number from ERCOT, 19INR0102 on 07/11/2017.

Supporting Information

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

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

Supporting Information

**Section 8 of the Application for
a Limitation on Appraised Value**

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

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

SECTION 8: Limitation as Determining Factor

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

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

Supporting Information

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



Tab 5

Limitation as a Determining Factor

Currently, Cielo Wind Power is considering a variety of other locations for Roadrunner Solar Project, LLC but believes Upton County, Texas, with the correct economic conditions and incentives, would be an ideal location for this solar facility. Certainly though, there are other parts of the United States being evaluated for the establishment of this solar facility, specifically Curry County, New Mexico and Quay County, New Mexico. Cielo Wind Power has a wide portfolio of projects across the Southwest, and is considering New Mexico, Arizona, Oklahoma, and California for investment purposes. In the event a 313 agreement is not permitted, Cielo Wind Power could relocate Roadrunner Solar Project, LLC to another area more financially viable for the continuation of this project. Unfortunately, this would also dismiss McCamey ISD from receiving the economic benefits associated with the development of a solar facility within their county. It is our goal to reach a 313 value limitation agreement for Roadrunner Solar Project, LLC for the benefit of both McCamey ISD and Cielo Wind Power

Cielo Wind Power has successfully leased 160,000 acres and established quality relationships with over 375 landowners. They are eager to continue their development of projects within the United States, and are committed to building quality stakeholder relationships in the communities they choose to invest. Their interest in solar development stems from increasing solar energy potential across the country and decreasing solar development costs. Their management team features a number of talented individuals with numerous experience in development, engineering and construction, operations and maintenance, land procurement and landowner relations, meteorology and field services, and the retail power market.

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– McCamey ISD – Roadrunner Solar, LLC App. #1300

Comptroller Questions (via email on November 29, 2018):

1. *Is Roadrunner Solar, LLC currently known by any other project names?*
2. *Please also list any other names by which this project may have been known in the past – in media reports, investor presentations, or any listings with any federal or state agency.*
3. *Has this project applied to ERCOT at this time? If so, please provide the project's IGNR number and when it was assigned.*

Applicant Response (via email on December 11, 2018):

The project has made application to ERCOT under the name Queen Solar and IGNR 19INR0102. Roadrunner Solar, LLC is the project company now holding the development assets, including the ERCOT interconnection for the project.

Applicant Response (via email on January 4, 2019):

The IGNR was assigned on July 11, 2017 shortly after the interconnect application was made.

Findings and Order of the McCamey Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Roadrunner Solar Project, LLC (Tax ID 32067808017) (Application #1300)

EXHIBIT B

**Summary of Financial Impact on
McCamey Prepared by
Jigsaw School Finance Solutions, LLC**

SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED
ROADRUNNER SOLAR PROJECT LLC PROJECT (APP # 1300)
ON THE FINANCES OF MCCAMEY ISD UNDER A REQUESTED
CHAPTER 313 APPRAISED VALUE LIMITATION

PREPARED BY
JIGSAW SCHOOL FINANCE SOLUTIONS, LLC

Introduction

Roadrunner Solar Project LLC has submitted an application to the McCamey ISD Board of Trustees for a property value limitation on a proposed project under Chapter 313 of the Tax Code. The application was reviewed and signed by authorized representatives from the school district in September of 2018 and the business in September of 2018. The application is for a renewable energy electric generation project as authorized by Sec. 313.024 (b) of the Tax Code with a proposed qualifying investment of \$360 million. This project is consistent with the state’s goal for economic development, the expanded intent of House Bill 1200 as originally passed by the Texas Legislature in 2001 and amended thereafter with Chapter 313 of the Texas Tax Code.

Roadrunner Solar Project LLC is proposing an investment in McCamey ISD to construct a solar electric generating facility in Upton County, Texas. The facility is expected to have a total capacity of 400MW AC and will contain as estimated 1,229,940 photovoltaic panels. Under the provisions of Chapter 313, McCamey ISD may offer a minimum value limitation of \$25 million. Under Sec. 313.027, the application must provide that the limitation under Subsection (1) applies for a period of 10 years; and (2) specify the beginning date of the limitation, which must be January 1 of the first tax year that begins after: (A) the application date; (B) the qualifying time period; or (C) the date commercial operations begin at the site of the project. Roadrunner Solar Project LLC proposed April of 2019 as the commencement of construction and the commencement of commercial operations in March of 2021. The qualifying time period would begin January 2, 2020 with value limitation starting in tax year 2020 and extend through tax year 2029. Beginning in the tax year 2020, the project would go on the local tax roll at \$25 million and remain at that level of taxable value for ten years for maintenance and operations (M&O) taxes.

Revenue Protection Payments to Blooming Grove ISD	\$2,128,044
Supplemental Payments to Blooming Grove ISD	\$708,400
Total Revenue to XXX ISD Attributed to Tax Code Chapter 313 Agreement -	<u>\$2,836,444</u>
Total Tax Savings to Company after all Payments	<u>\$15,155,556</u>

School Finance Mechanics

The Texas system of public school funding is based on the ad valorem property tax. Schools levy a tax rate for maintenance and operation (M&O) and interest and sinking (I&S) against a current year tax roll. State funding is calculated using a prior year value certified by the Comptroller’s Property Tax Division (CPTD). Texas school districts are funded by a combination of local ad valorem property taxes and state aid. Most of the money that a school district generates through the funding formulas is generated in Tier 1. The Tier 1 formulas start with a Basic Allotment per student of \$5,140. Calculations that use the number of students in average daily attendance, the number of students who participate in special programs, and adjustments for size, sparsity and location determine a Total Cost of Tier 1. A local fund assignment is determined by multiplying the district’s compressed tax rate by the previous year (CPTD) property value. This formula determines the local ad valorem property taxes the district must collect in order to satisfy the district’s share of the Tier 1 cost. School districts that are relatively property wealthy per student fund most of the Total Cost of Tier 1 with local property taxes while school districts that are relatively property poor per student receive most of the Total Cost of Tier 1 from state aid. Pennies that districts levy over and above the compressed tax rate and up to \$1.17 generate additional state and local funding in Tier 2 Level 1 and Tier 2 Level 2. Current funding formulas provide for a Guaranteed Yield per penny per WADA of \$106.28 for Tier 2 Level 1 and a Guaranteed Yield per penny per WADA of \$31.95 in Tier 2 Level 2. McCamey ISD is

a property rich per student district thus generating most of Maintenance and Operation revenue from local ad valorem property taxes. In an attempt to provide some degree of funding equity among school districts, the formulas provide two equalized wealth levels. A district that exceeds the first equalized wealth level of \$514,000 per weighted ADA is subject to recapture on taxes collected at the compressed rate. A district that exceeds the second equalized wealth level of \$319,500 per weighted ADA is subject to recapture on revenues collected on pennies that exceed six pennies over the compressed rate. Roadrunner Solar Project LLC is requesting that the value of the renewable energy project be limited to \$25,000,000 in years one through ten of the agreement. The full value of the project would be subject to interest and sinking taxes (I&S) levied by McCamey ISD in all years of the agreement.

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on McCamey ISD future revenue streams will be very useful to the district concerning the decision to grant the limitation and for the district's long-range financial planning process. Currently 15 years of data and analysis are required during the Chapter 313 application process.

The approach used in this report was to predict 15 years of base data including average daily attendance, M&O and I&S tax rates, maintenance and operation (M&O) tax collections and current year (CAD) values and prior year (CPTD) values for each year of the agreement. Current year (CAD) values and prior year (CPTD) values were forecast both with the full project value and with the limited value of the project. The enrollment and property value assumptions are summarized in **Table 1**.

To isolate the impact of the value limitation on the district's finances over this 15-year agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that existed in the 2018-19 school year. In July 2018, the Upton County Appraisal District certified the district's 2018 current year (CAD) net taxable values at \$641,081,408. These values were used as the basis for subsequent current year (CAD) values in this report. The 2017 Comptroller Property Tax Division (CPTD) values also certified to school districts were used as a basis for predicting prior year (CPTD) values for each of the agreement years.

As mentioned above, in order to provide calculations extended 15 years into the future and to isolate the impact of the proposed project by Roadrunner Solar Project LLC, certain constants and assumptions are used.

1. The estimates presented at the end of the report are based upon the school funding system and formulas as defined by the 85th Texas Legislature in 2017. This school funding system and formulas were used for the duration of the project; although, no guarantee exists that this system or these formulas will remain in effect after the 2018-19 school year.
2. The 2018-19 ADA of 506.192 was used as the basis of the calculations and was held constant for the duration of the agreement. Roadrunner Solar Project LLC commits to qualifying new jobs but student enrollment growth is not expected to be impacted by the project.
3. The general approach used is to maintain relatively static base property values. The certified estimate CAD taxable value, as furnished by Upton County Appraisal District for school year 2018-19, was used as the base value to which the estimated project values for each year as set forth in schedule B of the application were added. These projected CAD values were then used for the CPTD values in each of the following years based on the lag between these two values.
4. Although the impact of the approval of this agreement could possibly result in lower M&O tax rates in future years, an evaluation of the M&O tax rate is not included in the scope of this analysis. The calculated tax collections each year are based on the district's 2018-19 approved M&O rate of \$1.04 and was used for the duration of the review with an assumed collection rate of 100 percent

each year with no projected delinquent taxes.

The proposed agreement calls for McCamey ISD to be held harmless against total state and local revenue losses that might occur as a result of the value limitation being in effect for any given year of the agreement. In order to predict when and if these revenue losses may occur, two models were developed. One model illustrated in **Table 2** incorporates the full value of the Roadrunner Solar Project LLC project into the state and local funding calculations. The other model shown in **Table 3** assumes that only the limited value of the Roadrunner Solar Project LLC project is available for M&O taxation purposes. In any year of the limitation period where total state and local funding with the full project value exceeds the total state and local funding produced when the limited value is used, a Revenue Protection Payment is indicated for that year. The results of these calculations are illustrated in **Table 4**. Although these assumptions were used to develop a baseline scenario for comparison purposes, many of these factors will not remain constant for the fifteen years of this proposed agreement. If the full value of the project increases significantly during the value limitation period, the school district revenue losses may be larger than these estimates.

Financial Impact on the District

The Revenue Protection Clause of the proposed agreement calls for the school district to be held harmless against total state and local maintenance and operation revenue losses as a result of the value limitation agreement. Revenue Protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time. During the first year when the value of the property is limited, the school district will likely see a significant loss in total revenue. As per the language in the contract, the company will be required to make Revenue Protection Payments to the district in an amount equal to the loss of state and local revenue as a result of the limitation in all years of the agreement. Any revenue loss exceeding tax savings are rolled to the following school year.

Utilizing the assumptions and methodology described above, total maintenance and operation revenue was calculated for each year of the agreement. A summary of the differences in **Table 2** and **Table 3** are summarized in **Table 4**. A loss in total state and local M&O revenue to the district is noted in **Table 4** for school year 2020-2021 and 2021-2022 resulting from the agreement due to the inverted value lag between the CPTD and CAD values during the first years of the value limitation. The estimated total revenue loss noted in **Table 4** is \$1,172,554 for year 2020-21 and \$955,490 for 2021-2022. Typically, you will see a revenue gain by the district in the first year after the limitation period due primarily to another value lag between the CPTD and CAD values.

The Supplemental Payment Clause of the proposed agreement calls for the school district to annually receive the greater of \$50,000 or \$100 multiplied by the district's average daily attendance. Since 506 was used for the average daily attendance in the calculations, \$50,600 will be the required supplemental payment.

M&O Impact on Taxpayer - Roadrunner Solar Project LLC

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the Roadrunner Solar Project LLC project to be limited to \$25 million starting in tax year 2020 and remain limited through tax year 2029. The potential gross and net tax savings to Roadrunner Solar Project LLC are shown in **Table 5**. The focus of this table is on the M&O tax rate only. As stated earlier, an M&O tax rate of \$1.04 and a collection rate of 100% are used throughout the calculations in this report. **Table 5** shows gross tax savings due to the limitation of \$17.99 million over the length of the contract. The estimated net benefit to Roadrunner Solar Project LLC after the payment of the revenue protection payment and the supplemental payments is \$15.16 million. This analysis is based on timelines and value estimates provided by the Roadrunner Solar Project LLC application and uses current school funding formulas adopted in the 85th Texas Legislative session.

It is important to note that future legislative action on school funding and changes in local property values base could potentially affect the impact of the value limitation on the school district's

finances and result in revenue-loss estimates that differ from the estimates presented in this report.

The Roadrunner Solar Project LLC is not eligible for a tax credit(s) on taxes paid on value in excess of the value limitation in the years prior to the value limitation becoming effective. House Bill (HB) 3390 as passed by the 83rd Texas Legislature repealed the provision for tax credits. Correspondingly, the provision for the school district to make such payments to Roadrunner Solar Project LLC and the reimbursement by the state for such tax credit payments were eliminated.

Facilities (I&S) Funding Impact on School District

The value of the Roadrunner Solar Project LLC project is expected to depreciate over the life of the agreement and beyond but full access to the additional value is expected to increase the district's projected taxable I&S property tax base. The full value of the project will be available to the district and will enhance the district's ability to service current and future debt obligations. Texas funding laws provide assistance to school districts for debt service purposes in the form of the Instructional Facilities Allotment and the Existing Debt Allotment. The formulas provide a guarantee of \$35 per ADA per penny of tax effort. McCamey ISD property wealth per ADA exceeds this amount and is thus not eligible for this state assistance.

Conclusion

While some uncertainty exists concerning school finance legislation over the future of this project, the following points appear to apply to the Roadrunner Solar Project LLC project and to the McCamey ISD. The proposed project enhances the tax base of McCamey ISD and reflects continued capital investment and job creation by Roadrunner Solar Project LLC in keeping with the goals of Chapter 313 of the Tax Code. Under the assumptions outlined above, the potential benefit for Roadrunner Solar Project LLC under a Chapter 313 agreement could reach an estimated \$15.16 million. This amount is the net after the anticipated revenue loss payment and supplemental payments are made to McCamey ISD as permitted by law and the agreement. The project brings large-scale capital investment to the area and McCamey ISD will benefit from a growing tax base that can be leveraged to meet possible future debt service obligations and provide first class facilities for the district's students and faculty. The contractual agreement with Roadrunner Solar Project LLC will enhance the tax base of McCamey ISD without creating an overall financial loss to M&O earnings for the district over the term of the project per the contractual agreement to offset the loss that is indicated in the Table 5 and to the payment of annual supplemental payments.

Findings and Order of the McCamey Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Roadrunner Solar Project, LLC (Tax ID 32067808017) (Application #1300)

EXHIBIT C

**Proposed Agreement between
McCamey Independent School District
and Roadrunner Solar Project, LLC**

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

by and between

MCCAMEY INDEPENDENT SCHOOL DISTRICT

and

ROADRUNNER SOLAR PROJECT, LLC

(Texas Taxpayer ID #32067808017)

Comptroller Application #1300

Dated

May 15, 2019

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

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 May 15, 2019, 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 May 15, 2019, 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 May 14, 2019, 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 May 15, 2019, 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 Roadrunner Solar Project, LLC (Texas Taxpayer ID #32067808017), 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 September 24, 2018. 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 Upton County Appraisal District.

“Board of Trustees” means the Board of Trustees of the McCamey Independent School District.

“Commercial Operations” shall mean the date on which the Project described in the Application for Value Limitation Agreement becomes commercially operational and is capable of producing electricity.

“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 Upton County, Texas.

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

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

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within 60 (sixty) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

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

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

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

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

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

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

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by 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.

Section 1.2. NEGOTIATED DEFINITIONS.

Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller’s Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C:

“Aggregate Limit” means, for any Tax Year during the term of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

“Applicable School Finance Law” means the State constitution and laws, agency regulations and/or judicial rulings then controlling the public school finance system for Texas public schools and school districts generally and the District specifically, in accordance with all provisions thereof applicable to any terms of this Agreement at the time any computation, calculation or obligation of either Party under this Agreement is required to be performed or for the period to which such computation, calculation or obligation relates, as applicable. The term includes any amendments or successor statutes that may be adopted in the future which affect the calculation of the District’s Maintenance and Operations Revenue or the Applicant’s ad valorem tax obligation to the District, in each case, either with or without the limitation on appraised value of property pursuant to this Agreement.

“Cumulative Payments” means for each year of this Agreement the total of all payments, calculated under Articles IV, V and VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant to compensate District for loss of revenue under this Agreement.

“Lost Mc&O Revenue” shall have the meaning set forth in Section 4.2.

“Maintenance and Operations Revenue” means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE, and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE, or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace the District’s Maintenance and Operations Revenue lost as a result of such similar agreements, minus (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iv) above may be amended by Applicable School Finance Law from time to time, and plus or minus, as applicable, any other revenues, payments or amounts received or required to be reimbursed by the District from State and local funding for maintenance and operations purposes under Applicable School Finance Law, such that Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

“New Mc&O Revenue” means, with respect to any school year, the total State and local Maintenance and Operations Revenue that the District received, after all adjustments have been made to such Maintenance and Operations Revenue in accordance with the provisions of the Applicable School Finance Law for such school year.

“Net Tax Benefit” means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

“Original Mc&O Revenue” means, with respect to any school year, the total State and local Maintenance and 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 been subject to the ad valorem maintenance and operations tax at the tax rate actually adopted by the District for the applicable Tax Year. For purposes of this calculation, the Third Party will base its calculations upon actual local Taxable Values for each applicable Tax Year as certified by the Appraisal District for all taxable accounts in the District, except that with respect to the Applicant’s Qualified Property during the Tax Limitation Period, such calculations shall use the Taxable Value for each applicable Tax Year of the Applicant’s Qualified Property which is used for the calculation of the District’s tax levy for debt service (interest and sinking fund) ad valorem tax purposes. For the calculation of Original M&O Revenue, the Taxable Value for Applicant’s Qualified Property for maintenance and operations ad valorem tax purposes will not be used during the Tax Limitation Period.

“Third Party” shall have the meaning set forth in Section 4.3

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 November 28, 2018, 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 May 15, 2019.
- C. The Qualifying Time Period for this Agreement:
 - i. Starts on January 2, 2020;
 - ii. Ends on December 31, 2021, 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, 2020, the first complete Tax Year that begins after the date of the commencement of Commercial Operations; and
 - ii. Ends on December 31, 2029, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.
- E. The Final Termination Date for this Agreement is December 31, 2034; which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii plus 5 years.
- 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. Twenty-Five Million Dollars (\$25,000,000.00)

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 Twenty Million Dollars (\$20,000,000.00) 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 \$1,297.00 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 3**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.

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

Section 3.5. QUALIFYING USE.

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF PARTIES.

Subject to the limitations contained in this Agreement, it is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE that the District shall be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI of this Agreement. Subject to the limitations contained in this Agreement, **it is the intent of the Parties that the risk of any and all Lost M&O Revenue as a result of, or on account of, entering into this Agreement, will be borne by the Applicant and not by the District.**

Subject to the limitations contained in this Agreement, the calculation of any Lost M&O Revenue required to be paid by the Applicant under this Article IV shall be made for the first time for in the first year of the Tax Limitation Period, and every year thereafter during the term of this Agreement.

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

- i. For illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement;
- ii. Are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and,
- iii. May change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2 CALCULATING LOST M&O REVENUE.

Subject to the limitations contained in this Agreement, the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the first year of the Tax Limitation Period and ending on December 31st of the last year of the Tax Limitation Period (the “Lost M&O Revenue”) shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

Subject to the limitations contained in this Agreement, the Lost M&O Revenue owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

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 will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under this Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year for Applicant's Qualified Property.
- v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operation 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 on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not unreasonably be withheld.

Section 4.4. DATA USED FOR CALCULATIONS.

The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year 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 Third Party selected and appointed under Section 4.3. 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 Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

If 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 at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment is changed, once the determination of the new Taxable Value becomes final, the Parties shall

immediately notify the Third Party 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 amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party 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 Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE.

Notwithstanding any other provision in this Agreement, 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 that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operation Revenue as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. Payment by Applicant.

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set

forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, 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 other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars (\$15,000.00); except that, for Tax years prior to the commencement of the Tax Limitation Period, Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Seven Thousand Five Hundred Dollars (\$7500.00).

Section 4.9. RESOLUTION OF DISPUTES.

Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations. Any appeal by the Applicant of the final determination of calculations shall in no way limit Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT

Notwithstanding any other provision in this Agreement, in no event shall the Cumulative Payments calculated for a Tax Year of this Agreement during the Tax Limitation Period exceed an amount equal to the Aggregate Limit for such Tax Year. For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 4.10.

ARTICLE V **PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.

In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely 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 caused directly by such project.

Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

In interpreting the provisions of this Article VI, the Parties agree that, 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 the Supplemental Payments set forth in this Article VI. 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 for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V, and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31st of the year following that in which such Supplemental Payment accrued.

Section 6.2. SUPPLEMENTAL PAYMENT. 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 the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance of 488 the previous school year.

Failure to pay such Supplemental Payments shall constitute Material Breach of this Agreement, as set forth more fully herein at Article IX.

Section 6.3. Calculation of Annual Supplemental Payments to the District.

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2020) and ending December 31 of the third year following the end of the Tax Limitation Period (2033), the full supplemental payment amount shall be paid and shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payments calculated under Sections IV, V and VI of this Agreement exceed the Aggregate Limit for such Tax Year, the difference between the Cumulative Payments so calculated and the Aggregate Limit for such Tax Year shall be carried forward from year-to-year until paid to the District. Although the Aggregate Limit may affect the timing of the payment of the Supplemental Payments, the Aggregate Limit shall not have the effect of reducing the amount of the Supplemental Payments except as set forth in Section 6.4(d).

For illustrative purposes, the Supplemental Payments shall be paid as follows:

Tax Year	Supplemental Payment Amount Owed
2020	\$50,000
2021	\$50,000
2022	\$50,000
2023	\$50,000
2024	\$50,000
2025	\$50,000
2026	\$50,000
2027	\$50,000
2028	\$50,000
2029	\$50,000
2030	\$50,000
2031	\$50,000
2032	\$50,000
2033	\$50,000

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant’s Cumulative Payments; (ii) the determination of the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Cumulative Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant’s Supplemental Payments unpaid due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.

- (a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.

- (b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 6.1.
- (c) Any appeal by the Applicant of the calculations made by the Third Party under this Article VI shall be done in the same manner as set forth in Section 4.9, above.
- (d) Applicant's obligation to pay any unpaid Supplemental Payments that have been carried forward under the terms of Section 6.3 but which are unable to be paid due to the application of the Aggregate Limit before the end of the third year following the end of the Tax Limitation Period (2033) shall be canceled, and such carried forward Supplemental Payments shall not be paid.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees.

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 Upton 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 Upton County, Texas, 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 ninety (90) 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 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 Twenty Million Dollars (\$20,000,000.00) 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:

To the District	With Copy to
Name: McCamey Independent School District	Sara Leon & Associates, LLC
Attn: Superintendent Ronnie Golson or his successor	Sara Hardner Leon
Address: Drawer 1069 112 E. 11 th Street	7500 Rialto, Suite 250, Bldg 1
City/Zip: McCamey, TX 79752	Austin, TX 78735
Phone : (432) 652-3666	Phone : 512.637.4244
Fax : (432) 652-4219	Fax : 512.637.4245
Email: rgolson@mcisd.esc18.net	sleon@saraleonlaw.com

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

To the Applicant	
Name:	Roadrunner Solar Project, LLC
Attn:	Walt Hornaday Authorized Representative
Address:	114 W. 7 th Street, Suite 1240
City/Zip:	Austin, Texas 78701

Phone: (512) 440-0305
Fax: (512) 440-0277
Email: whornaday@cielowind.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.

- D. 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 of collateral assignment information pursuant to Section 10.3C below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

- A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.
- B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:
- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
 - ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
 - iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.
- C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:
- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
 - ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

- D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.
- E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

Section 10.3. ASSIGNMENT.

- A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.
- B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.
- C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER.

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

Section 10.5. GOVERNING LAW.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 15th day of May, 2019.

**ROADRUNNER SOLAR PROJECT, MCCAMEY INDEPENDENT SCHOOL DISTRICT
LLC**

By: _____

Name: _____

Title: _____

By: _____

Oscar Sanchez
President, Board of Trustees

ATTEST:

By: _____

Secretary, Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The reinvestment zone was designated by the Upton County Commissioners Court by an Order dated October 9, 2018, to include the parcels described below

Parcel ID	Owner	Legal Description	Property Coordinates
6095	Cielo Land & Cattle L.P.	0339 MK & T, BLK 3, SEC 13	31° 13'40.79" N 102° 12'35.94" W
6090	Cielo Land & Cattle L.P.	0936 MK & T, BLK 3, SEC 8	31° 13'39.93" N 102° 11'36.29" W
6096	Cielo Land & Cattle L.P.	0934 MK & T, BLK 3, SEC 14	31° 12'48.62" N 102° 12'37.44" W
6089	Cielo Land & Cattle L.P.	0336 MK & T BLK 3, SEC 7	31° 12'49.06" N 102° 11'34.88" W
6086	Cielo Land & Cattle L.P.	0933 MK & T, BLK 3, SEC 6	31° 11' 53.87" N 102° 11'34.36" W
6076	Cielo Land & Cattle L.P.	1104 MK & T, BLK 2, SEC 28	31° 12'46.58" N 102° 10'35.37" W
6081	Cielo Land & Cattle L.P.	0334 MK & T, BLK 3, SEC 3	31° 11'55.11" N 102° 10' 35.76" W
6091	Cielo Land & Cattle L.P.	0337 MK & T, BLK 3, SEC 9	31° 14'31.35" N 102° 11' 35.41" W

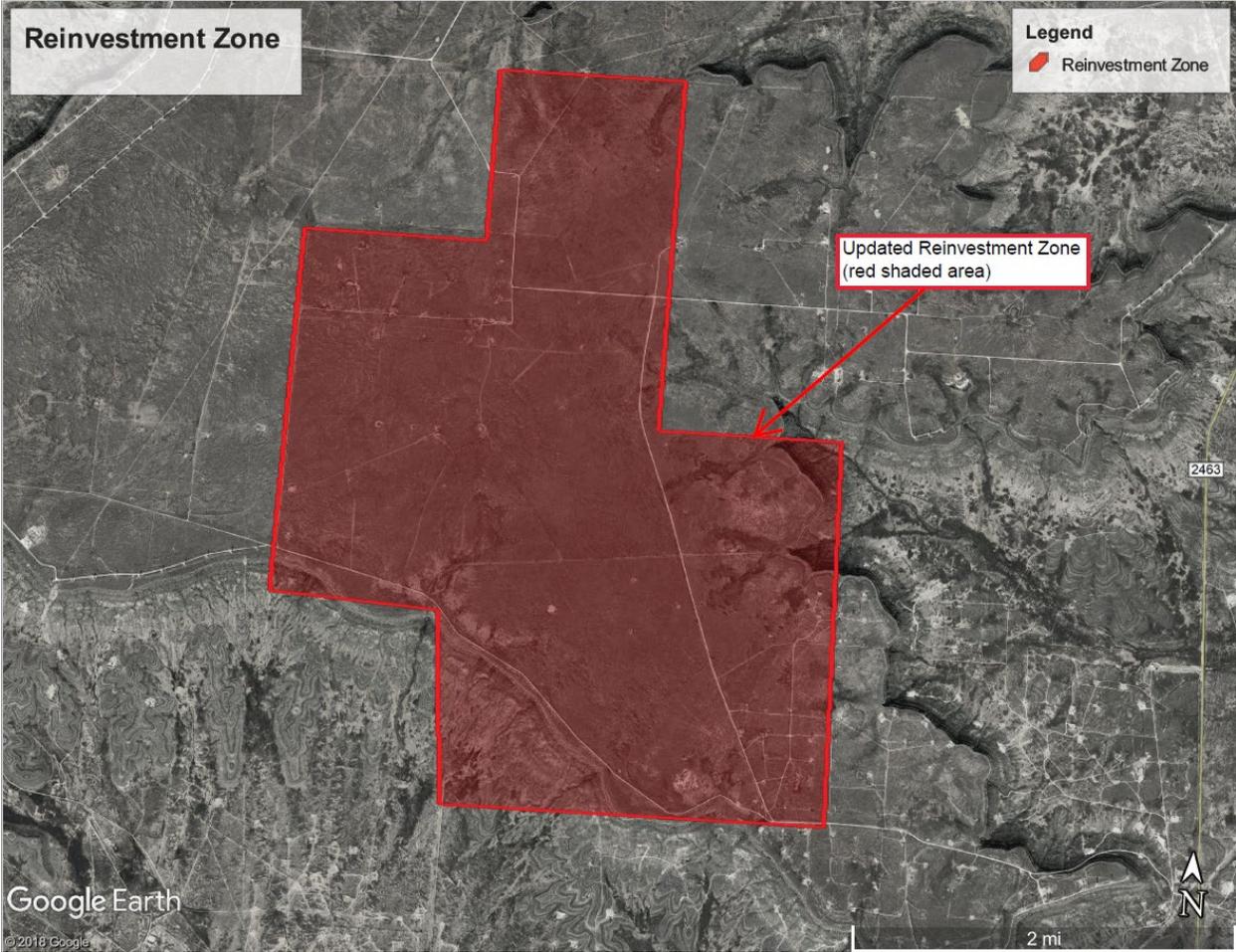


EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

The proceeding chart is a description of the parcels for Roadrunner Solar Project, LLC.

Parcel ID	Owner	Legal Description	Property Coordinates
6095	Cielo Land & Cattle L.P.	0339 MK & T, BLK 3, SEC 13	31° 13'40.79" N 102° 12'35.94" W
6090	Cielo Land & Cattle L.P.	0936 MK & T, BLK 3, SEC 8	31° 13'39.93" N 102° 11'36.29" W
6096	Cielo Land & Cattle L.P.	0934 MK & T, BLK 3, SEC 14	31° 12'48.62" N 102° 12'37.44" W
6089	Cielo Land & Cattle L.P.	0336 MK & T BLK 3, SEC 7	31° 12'49.06" N 102° 11'34.88" W
6086	Cielo Land & Cattle L.P.	0933 MK & T, BLK 3, SEC 6	31° 11' 53.87" N 102° 11'34.36" W
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6081	Cielo Land & Cattle L.P.	0334 MK & T, BLK 3, SEC 3	31° 11'55.11" N 102° 10' 35.76" W
6091	Cielo Land & Cattle L.P.	0337 MK & T, BLK 3, SEC 9	31° 14'31.35" N 102° 11' 35.41" W

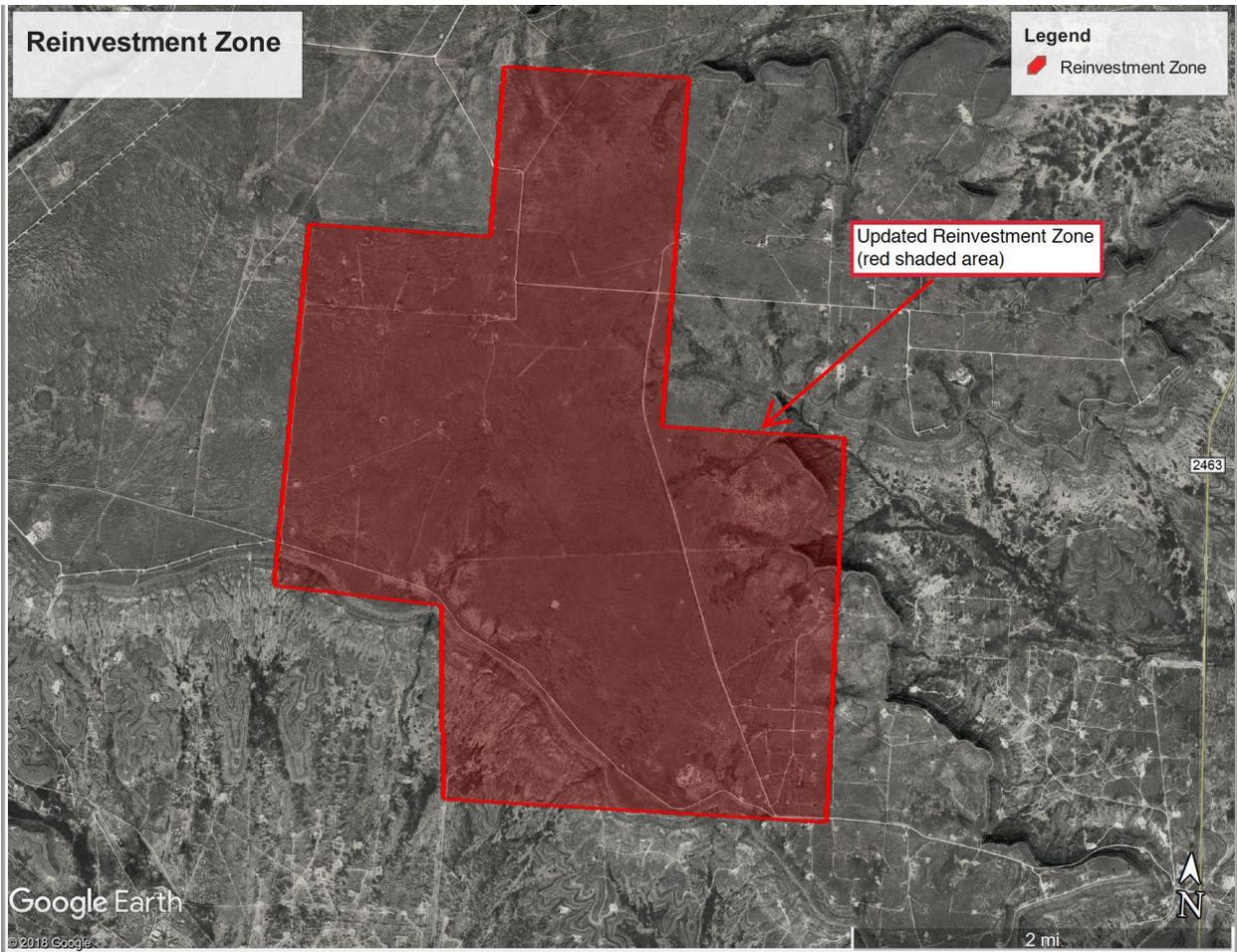


EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Roadrunner Solar Project, LLC is proposing to construct a solar electric generating facility in Upton County, Texas. The facility, which will encompass 2,770 acres and, will be located in the southwestern portion of the county. Additionally, the entirety of the project will be within McCamey Independent School District. The map below further defines the location of the facility.

The facility itself is expected to have a total capacity of 400 MW AC, and will contain an estimated 1,229,940 photovoltaic panels. The approximate investment for Roadrunner Solar Project, LLC is \$360 million.

Roadrunner Solar Project, LLC requests that this application includes but is not limited to the following components of this project:

- Solar Modules & Panels
- Inverter Boxes
- Meteorological Equipment
- Operation & Maintenance Building (s)
- Electrical Substations
- Associated Towers
- Racking & Mounting Structures
- Combiner Boxes
- Foundations
- Roadways, Paving, & Fencing
- Generation Transmission Tie Line
- Interconnection Facilities

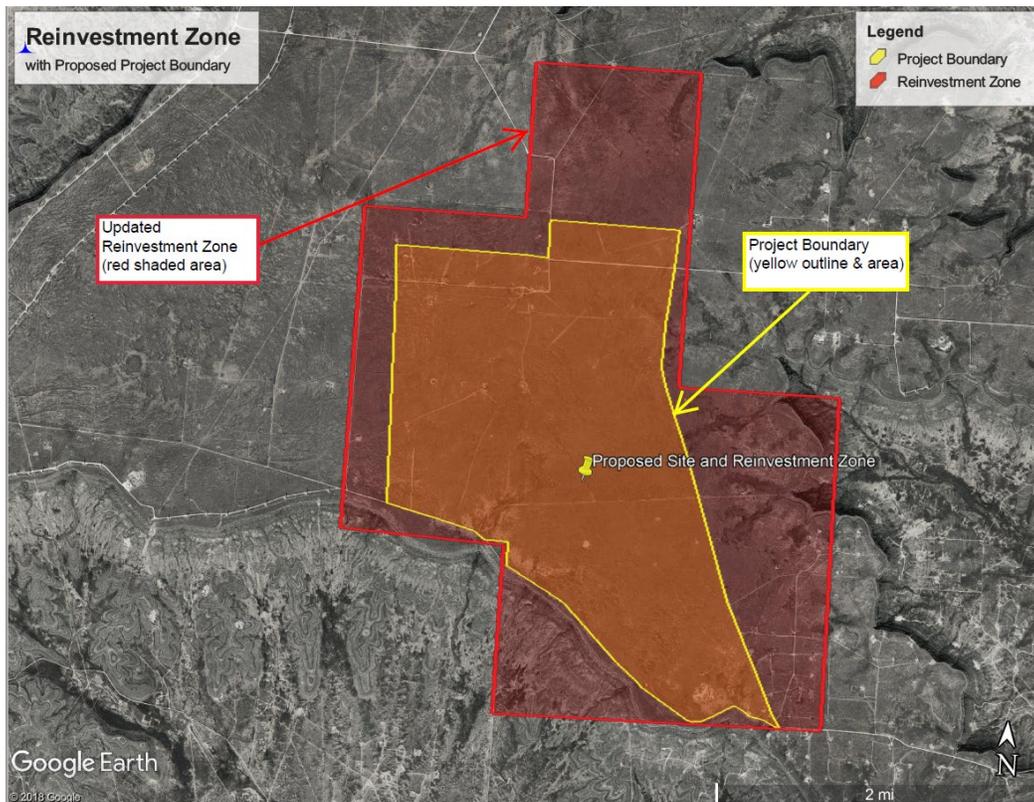


EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Roadrunner Solar Project, LLC is proposing to construct a solar electric generating facility in Upton County, Texas. The facility, which will encompass 2,770 acres and, will be located in the southwestern portion of the county. Additionally, the entirety of the project will be within McCamey Independent School District. The map below further defines the location of the facility.

The facility itself is expected to have a total capacity of 400 MW AC, and will contain an estimated 1,229,940 photovoltaic panels. The approximate investment for Roadrunner Solar Project, LLC is \$360 million.

Roadrunner Solar Project, LLC requests that this application includes but is not limited to the following components of this project:

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- Associated Towers
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- Combiner Boxes
- Foundations
- Roadways, Paving, & Fencing
- Generation Transmission Tie Line
- Interconnection Facilities

