SARA LEON
& ASSOCIATES, LLC

February 24, 2020

Via Electronic Mail: Ginger.Flowers@cpa.texas.gov
Ms. Ginger Flowers
Research Analyst
Economic Development & Local Government
Data Analysis & Transparency Division
Texas Comptroller of Public Accounts
111 East 17th Street
Austin, Texas 78774

Re: Application No. 1378 between Lyford Consolidated Independent School District and El Sauz Ranch Wind, LLC

Dear Ms. Flowers:

The Lyford Consolidated Independent School District Board of Trustees approved the enclosed executed documents. Enclosed please find the following:

- Findings of the Lyford Consolidated Independent School District Board of Trustees; and
- Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes between Lyford Consolidated Independent School District and El Sauz Ranch Wind, LLC (Board Findings Exhibit C).

A true and correct electronic copy of these documents are enclosed, and a physical copy will be delivered to your office. A copy is being provided to the Willacy County Appraisal District by copy of this correspondence.

Thank you so much for your attention to this matter.

Respectfully submitted,

Sara Hardner Leon

Enclosures

Austin • Houston • Corpus Christi

2901 Via Fortuna • Suite 475 • Austin, Texas 78746 • 512.637.4244 • saraleonlaw.com

cc: *Via Electronic Mail: info@willacycad.org*
Mr. Agustin Lopez, Chief Appraiser, Willacy County Appraisal District

Via Electronic Mail: kristin.brown@lyfordcisd.net
Dr. Kristin Brown, Superintendent of Schools, Lyford Consolidated Independent School District

Via Electronic Mail: jeff.ferguson@apexcleanenergy.com
Mr. Jeff Ferguson, Senior Vice President of Project Development, APEX Clean Energy, Inc.

Via Electronic Mail: robjrpena@texas-kwh.com
Mr. Robert Pena, President, Texas Energy Consultants, LLC

Findings
of the

Lyford Consolidated Independent School District
Board of Trustees

under the
Texas Economic Development Act
on the Application Submitted by

El Sauz Ranch Wind, LLC
Texas Taxpayer ID #32067068406
Application #1378

December 9, 2019

FINDINGS OF THE LYFORD CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT ON THE APPLICATION SUBMITTED BY EL SAUZ RANCH WIND, LLC

STATE OF TEXAS §
§
COUNTY OF WILLACY §

On the 9th day of December, 2019, a public meeting of the Board of Trustees of the Lyford Consolidated Independent School District was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the Application of El Sauz Ranch Wind, LLC (Application #1378) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from attorneys and consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Lyford Consolidated Independent School District makes the following findings with respect to the Application of El Sauz Ranch Wind, LLC #1378, and the economic impact of that Application:

On May 13, 2019, the Superintendent of Schools of the Lyford Consolidated Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from El Sauz Ranch Wind, LLC #1378 for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is posted on the Texas Comptroller's website at:

https://comptroller.texas.gov/economy/local/ch313/agreement-docs-details.php?id=1378

The Applicant, El Sauz Ranch Wind, LLC (Taxpayer ID 32067068406) ("Applicant"), consists of entities subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. The Board of Trustees acknowledges receipt of the Application, along with the required Application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Willacy County Appraisal District for review pursuant to 34 Texas Administrative Code § 9.1054. The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a determination that the Application was complete was issued on July 31, 2019.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation on September 13, 2019 pursuant to Texas Tax Code § 313.026, and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Exhibit A**.

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 Lyford Consolidated 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 Lyford Consolidated Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2018 ISD Summary Worksheet posted on the Texas Comptroller's website at:

https://comptroller.texas.gov/data/property-tax/pvs/2018p/2452459021D.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 Renewable Energy Electric Generation.**

Board Finding Number 2.

> **The Applicant's entire proposed investment in the Lyford Consolidated Independent School District is $61,219,161—$61,219,161 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 $40,867 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 $20,406,387 on the basis of the 3 new qualifying positions committed to by the Applicant for this project. The project's total investment is $61,219,161 resulting in a relative level of investment per qualifying job of $20,406,387.**

Board Finding Number 5.

> **The Applicant has requested a waiver of the job creation requirement under Texas Tax Code § 313.25(f-1), and the Board finds such waiver request should be granted. The Board notes that the number of jobs proposed for this project (three (3) jobs) is consistent with industry standards in the Renewable Energy Electric Generation industry.**

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.

Table 2—Estimated Statewide Economic Impact of El Sauz Ranch Wind, LLC (modeled)

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	269	295	564	$9,711,636	$29,288,364	$39,000,000
2022	3	25	28	$122,602	$4,877,398	$5,000,000
2023	3	17	20	$122,602	$3,877,398	$4,000,000
2024	3	3	6	$122,602	$1,877,398	$2,000,000
2025	3	(4)	-1	$122,602	$877,398	$1, 000,000
2026	3	(6)	-3	$122,602	$877,398	$1,000,000
2027	3	(6)	-3	$122,602	-$122,602	$0
2028	3	(4)	-1	$122,602	-$122,602	$0
2029	3	(1)	2	$122,602	$877,398	$1,000,000
2030	3	1	4	$122,602	$877,398	$1,000,000
2031	3	3	6	$122,602	$877,398	$1,000,000
2032	3	5	8	$122,602	$877,398	$1,000,000
2033	3	6	9	$122,602	$877,398	$1,000,000
2034	3	7	10	$122,602	$877,398	$1,000,000
2035	3	7	10	$122,602	$877,398	$1,000,000
2036	3	7	10	$122,602	$1,877,398	$2,000,000

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Willacy 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:

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Lyford CISD I&S Tax Levy	Lyford CISD M&O Tax Levy	Lyford CISD M&O and I&S Tax Levies	Willacy County Tax Levy	Estimated Total Property Taxes
			Tax Rate[1]	0.1500	1.0500		0.6392	
2021	$61,219,161	$61,219,161		$91,829	$642,801	$734,630	$78,263	$812,893
2022	$58,158,203	$20,000,000		$87,237	$210,000	$297,237	$74,349	$371,587
2023	$55,250,293	$20,000,000		$82,875	$210,000	$292,875	$70,632	$363,507
2024	$52,487,778	$20,000,000		$78,732	$210,000	$288,732	$67,100	$355,832
2025	$49,863,389	$20,000,000		$74,795	$210,000	$284,795	$63,745	$348,540
2026	$47,370,220	$20,000,000		$71,055	$210,000	$281,055	$60,558	$341,613
2027	$45,001,709	$20,000,000		$67,503	$210,000	$277,503	$57,530	$335,033
2028	$42,751,623	$20,000,000		$64,127	$210,000	$274,127	$54,654	$328,781

2029	$40,614,042	$20,000,000		$60,921	$210,000	$270,921	$51,921	$322,842
2030	$38,583,340	$20,000,000		$57,875	$210,000	$267,875	$49,325	$317,200
2031	$36,654,173	$20,000,000		$54,981	$210,000	$264,981	$46,859	$311,840
2032	$34,821,464	$34,821,464		$52,232	$365,625	$417,858	$222,579	$640,436
2033	$33,080,391	$33,080,391		$49,621	$347,344	$396,965	$211,450	$608,415
2034	$31,426,372	$31,426,372		$47,140	$329,977	$377,116	$200,877	$577,994
2035	$29,855,053	$29,855,053		$44,783	$313,478	$358,261	$190,833	$549,094
2036	$28,362,300	$28,362,300		$42,543	$297,804	$340,348	$181,292	$521,639
			Total	**$1,028,249**	**$4,397,030**	**$5,425,279**	**$1,681,968**	**$7,107,247**
			Diff	**$0**	**$2,800,715**	**$2,800,715**	**$2,699,745**	**$5,500,460**

[1]Tax Rate per $100 Valuation

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		Lyford CISD I&S Tax Levy	Lyford CISD M&O Tax Levy	Lyford CISD M&O and I&S Tax Levies	Willacy County Tax Levy	Navigation District Tax Levy
			Tax Rate[1]	**0.1500**	**1.0500**		**0.6392**	
2021	$61,219,161	$61,219,161		$91,829	$642,801	$734,630	$391,313	$1,125,943
2022	$58,158,203	$58,158,203		$87,237	$610,661	$697,898	$371,747	$1,069,646
2023	$55,250,293	$55,250,293		$82,875	$580,128	$663,004	$353,160	$1,016,163
2024	$52,487,778	$52,487,778		$78,732	$551,122	$629,853	$335,502	$965,355
2025	$49,863,389	$49,863,389		$74,795	$523,566	$598,361	$318,727	$917,087
2026	$47,370,220	$47,370,220		$71,055	$497,387	$568,443	$302,790	$871,233
2027	$45,001,709	$45,001,709		$67,503	$472,518	$540,021	$287,651	$827,671
2028	$42,751,623	$42,751,623		$64,127	$448,892	$513,019	$273,268	$786,288
2029	$40,614,042	$40,614,042		$60,921	$426,447	$487,369	$259,605	$746,973
2030	$38,583,340	$38,583,340		$57,875	$405,125	$463,000	$246,625	$709,625
2031	$36,654,173	$36,654,173		$54,981	$384,869	$439,850	$234,293	$674,144
2032	$34,821,464	$34,821,464		$52,232	$365,625	$417,858	$222,579	$640,436
2033	$33,080,391	$33,080,391		$49,621	$347,344	$396,965	$211,450	$608,415
2034	$31,426,372	$31,426,372		$47,140	$329,977	$377,116	$200,877	$577,994
2035	$29,855,053	$29,855,053		$44,783	$313,478	$358,261	$190,833	$549,094
2036	$28,362,300	$28,362,300		$42,543	$297,804	$340,348	$181,292	$521,639
			Total	**$1,028,249**	**$7,197,745**	**$8,225,994**	**$4,381,713**	**$12,607,707**

[1]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 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	2019	$0	$0	$0	$0
	2020	$0	$0	$0	$0
	2021	$642,801	$642,801	$0	$0
Limitation Period (10 Years)	2022	$210,000	$852,801	$400,661	$400,661
	2023	$210,000	$1,062,801	$370,128	$770,789
	2024	$210,000	$1,272,801	$341,122	$1,111,911
	2025	$210,000	$1,482,801	$313,566	$1,425,476
	2026	$210,000	$1,692,801	$287,387	$1,712,864
	2027	$210,000	$1,902,801	$262,518	$1,975,382
	2028	$210,000	$2,112,801	$238,892	$2,214,274
	2029	$210,000	$2,322,801	$216,447	$2,430,721
	2030	$210,000	$2,532,801	$195,125	$2,625,846
	2031	$210,000	$2,742,801	$174,869	$2,800,715
Maintain Viable Presence (5 Years)	2032	$365,625	$3,108,427	$0	$2,800,715
	2033	$347,344	$3,455,771	$0	$2,800,715
	2034	$329,977	$3,785,748	$0	$2,800,715
	2035	$313,478	$4,099,226	$0	$2,800,715
	2036	$297,804	$4,397,030	$0	$2,800,715
Additional Years as Required by § 313.026(c)(1) (10 Years)	2037	$282,914	$4,679,944	$0	$2,800,715
	2038	$268,768	$4,948,712	$0	$2,800,715
	2039	$255,330	$5,204,042	$0	$2,800,715
	2040	$242,563	$5,446,605	$0	$2,800,715
	2041	$230,435	$5,677,040	$0	$2,800,715
	2042	$218,913	$5,895,954	$0	$2,800,715
	2043	$207,968	$6,103,921	$0	$2,800,715
	2044	$197,569	$6,301,491	$0	$2,800,715
	2045	$187,691	$6,489,182	$0	$2,800,715
	2046	$178,306	$6,667,488	$0	$2,800,715

$6,667,488	is greater than	$2,800,715

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. El Sauz Ranch Wind, LLC, is a special purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project. APEX Clean Energy, Inc., the exclusive developer of El Sauz Ranch Wind, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.

II. Per APEX in Tab 5 of their Application for a Limitation on Appraised Value:

(A.) APEX management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to: Oklahoma, Colorado, North Dakota, South Dakota, Idaho, Wyoming, Minnesota. Iowa, Kansas, Illinois, Indiana, Ohio, New York, Maine, Virginia and Tennessee.

(B.) Without a Value Limitation program, APEX would seek to move to alternative sites outside of the State of Texas.

(C.) "A 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the El Sauz Ranch Wind Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment"

III. Article dated February 12, 2019 from *The Monitor (Raymondville, TX)* states "The latest developer to join the party might be APEX. The Charlottesville, VA., developer is expected to meet with county commissioners Thursday to propose the development of a wind farm at the famed El Sauz Ranch. Ferguson said the proposed wind farm would generate 300 megawatts of electricity a year."

IV. Article dated April 17, 2019 from The Brownsville Herald (Raymondville, TX) states "Now, Apex Clean Energy plans about 100 turbines in the famed El Sauz Ranch while London-based EDF is proposing about 125 turbines along the county's southeastern edge."

V. Attached map depicting El Sauz Ranch Wind from the APEX clean energy website.

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 Lyford Consolidated Independent School District hired consultants to review and verify the information in Application #1378. 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 20,000,000 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 32067068406) 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 herby authorized to be executed and delivered by and on behalf of the Lyford Consolidated 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 Lyford Consolidated Independent School District.

Dated the 9th day of December, 2019.

LYFORD CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Marina Quilantan-Rivera
President, Board of Trustees

ATTEST:

By: _____
Victoria N. Perez
Secretary, Board of Trustees

EXHIBIT A

Comptroller's Economic Impact Analysis

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

September 13, 2019

Kristin Brown
Superintendent
Lyford Consolidated Independent School District
8240 Simon Gomez Rd.
Lyford, TX 78569

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Lyford Consolidated Independent School District and El Sauz Ranch Wind, LLC, Application 1378

Dear Superintendent Brown:

On July 31, 2019, the Comptroller issued written notice that El Sauz Ranch Wind, LLC (applicant) submitted a completed application (Application 1378) for a limitation on appraised value under the provisions of Tax Code Chapter 313.[1] This application was originally submitted on May 13, 2019, to the Lyford Consolidated 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 requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
Sec. 313.024(d-2)	Not applicable to Application 1378.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2019.

Note that any building or improvement existing as of the application review start date of July 31, 2019, 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

Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of El Sauz Ranch Wind, LLC (project) applying to Lyford Consolidated 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 El Sauz Ranch Wind, LLC.

Applicant	El Sauz Ranch Wind, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Lyford Consolidated ISD
2017-2018 Average Daily Attendance	1,429
County	Willacy
Proposed Total Investment in District	$61,219,161
Proposed Qualified Investment	$61,219,161
Limitation Amount	$20,000,000
Qualifying Time Period (Full Years)	2020-2021
Number of new qualifying jobs committed to by applicant	3*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	$786
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	$786
Minimum annual wage committed to by applicant for qualified jobs	$40,867
Minimum weekly wage required for non-qualifying jobs	$683
Minimum annual wage required for non-qualifying jobs	$35,491
Investment per Qualifying Job	$20,406,387
Estimated M&O levy without any limit (15 years)	$7,197,745
Estimated M&O levy with Limitation (15 years)	$4,397,030
Estimated gross M&O tax benefit (15 years)	$2,800,715

** Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).*

Table 2 is the estimated statewide economic impact of El Sauz Ranch Wind, LLC (modeled).

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	269	295	564	$9,711,636	$29,288,364	$39,000,000
2022	3	25	28	$122,602	$4,877,398	$5,000,000
2023	3	17	20	$122,602	$3,877,398	$4,000,000
2024	3	3	6	$122,602	$1,877,398	$2,000,000
2025	3	(4)	-1	$122,602	$877,398	$1,000,000
2026	3	(6)	-3	$122,602	$877,398	$1,000,000
2027	3	(6)	-3	$122,602	-$122,602	$0
2028	3	(4)	-1	$122,602	-$122,602	$0
2029	3	(1)	2	$122,602	$877,398	$1,000,000
2030	3	1	4	$122,602	$877,398	$1,000,000
2031	3	3	6	$122,602	$877,398	$1,000,000
2032	3	5	8	$122,602	$877,398	$1,000,000
2033	3	6	9	$122,602	$877,398	$1,000,000
2034	3	7	10	$122,602	$877,398	$1,000,000
2035	3	7	10	$122,602	$877,398	$1,000,000
2036	3	7	10	$122,602	$1,877,398	$2,000,000

Source: CPA REMI, El Sauz Ranch Wind, 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		Lyford CISD I&S Tax Levy	Lyford CISD M&O Tax Levy	Lydord CISD M&O and I&S Tax Levies	Willacy County Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.1500**	**1.0500**		**0.6392**	
2021	$61,219,161	$61,219,161		$91,829	$642,801	$734,630	$391,313	$1,125,943
2022	$58,158,203	$58,158,203		$87,237	$610,661	$697,898	$371,747	$1,069,646
2023	$55,250,293	$55,250,293		$82,875	$580,128	$663,004	$353,160	$1,016,163
2024	$52,487,778	$52,487,778		$78,732	$551,122	$629,853	$335,502	$965,355
2025	$49,863,389	$49,863,389		$74,795	$523,566	$598,361	$318,727	$917,087
2026	$47,370,220	$47,370,220		$71,055	$497,387	$568,443	$302,790	$871,233
2027	$45,001,709	$45,001,709		$67,503	$472,518	$540,021	$287,651	$827,671
2028	$42,751,623	$42,751,623		$64,127	$448,892	$513,019	$273,268	$786,288
2029	$40,614,042	$40,614,042		$60,921	$426,447	$487,369	$259,605	$746,973
2030	$38,583,340	$38,583,340		$57,875	$405,125	$463,000	$246,625	$709,625
2031	$36,654,173	$36,654,173		$54,981	$384,869	$439,850	$234,293	$674,144
2032	$34,821,464	$34,821,464		$52,232	$365,625	$417,858	$222,579	$640,436
2033	$33,080,391	$33,080,391		$49,621	$347,344	$396,965	$211,450	$608,415
2034	$31,426,372	$31,426,372		$47,140	$329,977	$377,116	$200,877	$577,994
2035	$29,855,053	$29,855,053		$44,783	$313,478	$358,261	$190,833	$549,094
2036	$28,362,300	$28,362,300		$42,543	$297,804	$340,348	$181,292	$521,639
			Total	**$1,028,249**	**$7,197,745**	**$8,225,994**	**$4,381,713**	**$12,607,707**

Source: CPA, El Sauz Ranch Wind, LLC
*Tax Rate per $100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Willacy 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		Lyford CISD I&S Tax Levy	Lyford CISD M&O Tax Levy	Lydord CISD M&O and I&S Tax Levies	Willacy County Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.1500**	**1.0500**		**0.6392**	
2021	$61,219,161	$61,219,161		$91,829	$642,801	$734,630	$78,263	$812,893
2022	$58,158,203	$20,000,000		$87,237	$210,000	$297,237	$74,349	$371,587
2023	$55,250,293	$20,000,000		$82,875	$210,000	$292,875	$70,632	$363,507
2024	$52,487,778	$20,000,000		$78,732	$210,000	$288,732	$67,100	$355,832
2025	$49,863,389	$20,000,000		$74,795	$210,000	$284,795	$63,745	$348,540
2026	$47,370,220	$20,000,000		$71,055	$210,000	$281,055	$60,558	$341,613
2027	$45,001,709	$20,000,000		$67,503	$210,000	$277,503	$57,530	$335,033
2028	$42,751,623	$20,000,000		$64,127	$210,000	$274,127	$54,654	$328,781
2029	$40,614,042	$20,000,000		$60,921	$210,000	$270,921	$51,921	$322,842
2030	$38,583,340	$20,000,000		$57,875	$210,000	$267,875	$49,325	$317,200
2031	$36,654,173	$20,000,000		$54,981	$210,000	$264,981	$46,859	$311,840
2032	$34,821,464	$34,821,464		$52,232	$365,625	$417,858	$222,579	$640,436
2033	$33,080,391	$33,080,391		$49,621	$347,344	$396,965	$211,450	$608,415
2034	$31,426,372	$31,426,372		$47,140	$329,977	$377,116	$200,877	$577,994
2035	$29,855,053	$29,855,053		$44,783	$313,478	$358,261	$190,833	$549,094
2036	$28,362,300	$28,362,300		$42,543	$297,804	$340,348	$181,292	$521,639
			Total	**$1,028,249**	**$4,397,030**	**$5,425,279**	**$1,681,968**	**$7,107,247**
			Diff	**$0**	**$2,800,715**	**$2,800,715**	**$2,699,745**	**$5,500,460**
Assumes School Value Limitation and Tax Abatements with the County.								

Source: CPA, El Sauz Ranch Wind, LLC
*Tax Rate per $100 Valuation

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

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

This represents the Comptroller's determination that El SAUZ RANCH WIND, 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 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	2019	$0	$0	$0	$0
	2020	$0	$0	$0	$0
	2021	$642,801	$642,801	$0	$0
Limitation Period (10 Years)	2022	$210,000	$852,801	$400,661	$400,661
	2023	$210,000	$1,062,801	$370,128	$770,789
	2024	$210,000	$1,272,801	$341,122	$1,111,911
	2025	$210,000	$1,482,801	$313,566	$1,425,476
	2026	$210,000	$1,692,801	$287,387	$1,712,864
	2027	$210,000	$1,902,801	$262,518	$1,975,382
	2028	$210,000	$2,112,801	$238,892	$2,214,274
	2029	$210,000	$2,322,801	$216,447	$2,430,721
	2030	$210,000	$2,532,801	$195,125	$2,625,846
	2031	$210,000	$2,742,801	$174,869	$2,800,715
Maintain Viable Presence (5 Years)	2032	$365,625	$3,108,427	$0	$2,800,715
	2033	$347,344	$3,455,771	$0	$2,800,715
	2034	$329,977	$3,785,748	$0	$2,800,715
	2035	$313,478	$4,099,226	$0	$2,800,715
	2036	$297,804	$4,397,030	$0	$2,800,715
Additional Years as Required by 313.026(c)(1) (10 Years)	2037	$282,914	$4,679,944	$0	$2,800,715
	2038	$268,768	$4,948,712	$0	$2,800,715
	2039	$255,330	$5,204,042	$0	$2,800,715
	2040	$242,563	$5,446,605	$0	$2,800,715
	2041	$230,435	$5,677,040	$0	$2,800,715
	2042	$218,913	$5,895,954	$0	$2,800,715
	2043	$207,968	$6,103,921	$0	$2,800,715
	2044	$197,569	$6,301,491	$0	$2,800,715
	2045	$187,691	$6,489,182	$0	$2,800,715
	2046	$178,306	$6,667,488	$0	$2,800,715

$6,667,488 is greater than **$2,800,715**

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

Source: CPA, El Sauz Ranch Wind, LLC

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 El Sauz Ranch Wind, 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:

- El Sauz Ranch Wind, LLC, is a special purpose entity formed to facilitate the development and commercialization of a utility-scale wind energy project. APEX Clean Energy, Inc., the exclusive developer of El Sauz Ranch Wind, is in the business of initiating, developing, producing and owning and operating electricity from renewable energy projects including wind, solar, and geothermal.
- Per APEX in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. "APEX management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to: Oklahoma, Colorado, North Dakota, South Dakota, Idaho, Wyoming, Minnesota. Iowa, Kansas, Illinois, Indiana, Ohio, New York, Maine, Virginia and Tennessee.
  - B. Without a Value Limitation program, APEX would seek to move to alternative sites outside of the State of Texas.
  - C. "A 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the El Sauz Ranch Wind Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment."
- Article dated February 12, 2019 from *The Monitor (Raymondville, TX)* states "The latest developer to join the party might be APEX. The Charlottesville, VA., developer is expected to meet with county commissioners Thursday to propose the development of a wind farm at the famed El Sauz Ranch. Ferguson said the proposed wind farm would generate 300 megawatts of electricity a year."

- Article dated April 17, 2019 from The Brownsville Herald (Raymondville, TX) states "Now, Apex Clean Energy plans about 100 turbines in the famed El Sauz Ranch while London-based EDF is proposing about 125 turbines along the county's southeastern edge."
- Attached map depicting El Sauz Ranch Wind from the APEX clean energy website.

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:

☑ Land has no existing improvements

☐ Land has existing improvements *(complete Section 13)*

☐ Expansion of existing operation on the land *(complete Section 13)*

☐ 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

Attachment 5

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

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.

2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?

El Sauz Ranch Wind, LLC was formed in 2018. In support of its creation, the participating members of APEX, executed documents necessary to form the entity including an Operating Agreement and a Development Agreement with El Sauz Ranch Wind, LLC.

APEX has entered into the following representative agreements and contracts for the development of a project within Lyford CISD and intends to assign these assets to El Sauz Ranch Wind, LLC:

- Grants of leases and easements of land,
- Avian Study and contract,
- Bat Acoustic Study and contract,
- Threatened & Endangered Species Studies and contract,
- FIS Submission, and
- Interconnection Application with ERCOT

7. Is the applicant evaluating other locations not in Texas for the proposed project?

Yes. APEX management team is uniquely qualified to develop and construct wind and other renewable energy projects in the United States. In North America, APEX currently operates over 2,500 MW of renewable energy projects. Based on this experience the management team evaluates all potential projects for feasibility, finance-ability, and the economic returns they represent in comparison to other project opportunities both OUTSIDE the State of Texas as WITHIN the State of Texas. Other locations being evaluated include, but are not limited to:

Oklahoma	Kansas
Colorado	Illinois
North Dakota	Indiana
South Dakota	Ohio
Idaho	New York
Wyoming	Maine
Minnesota	Virginia
Iowa	Tennessee

For these reasons, APEX studies and evaluates various competing sites throughout the market areas across the U.S. where wind development is attractive. Without a Value Limitation program, APEX would seek to move to alternative sites outside of the State of Texas.

El Sauz Ranch Wind is currently in a period of assessment to determine whether the identified site within Lyford CISD represents the best location or whether redeployment of its development resources and capital to other power markets in the United States is more advisable. As such, the development resources necessary to advance the Project for a planned 300 MW could be redeployed to other renewable energy development projects in other power markets in the United States.

Therefore, a 313 Limitation of Appraised Value Agreement is a vital tax incentive necessary to ensure the Project is economically competitive with other wind projects with similar incentives. Without the requested value limitation, the El Sauz Ranch Wind Project will be unable to generate sufficient operating margins and net income to produce economically competitive energy and associate returns necessary to attract tax and sponsor equity investment. Such third-party investment is mandatory to finance the projected capital costs of approximately $266.17M needed to purchase wind turbines and other infrastructure, and to fund the construction of the facility.

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?

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of the Project.

Supporting Information

Additional information provided by the Applicant or located by the Comptroller

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
Lyford ISD – El Sauz Ranch Wind, LLC App. #1378

Comptroller Questions (via email on July 10, 2019):

1. *Is El Sauz Ranch Wind, LLC currently known by any other project names?*

2. *Has this project applied to ERCOT at this time? If so, please provide the project's IGNR number and when it was assigned.*

3. *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.*

Applicant Response (via email on July 29, 2019):

1. *Is El Sauz Ranch Wind, LLC currently known by any other project names?*
   No.

2. *Has this project applied to ERCOT at this time? Yes.*
   If so, please provide the project's IGNR number and when was it assigned.
   Yes, 20INR0097 – June 11, 2018

3. *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.*
   None.

Local News

Cameron and Willacy counties becoming mecca for wind farms

Read the E-Edition

Fernando Del Valle - February 12, 2019

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Turbines at the San Roman wind farm are shown, Friday, July 29, 2016, near Bayview, Texas. Work continues to erect other turbine structures in the project area. (Jason Hoekema | The Brownsville Herald)

RAYMONDVILLE — Ten years ago, flat swaths of farmland stretched across most of the area's horizon.

Today, towering wind turbines are transforming the landscape, jutting from farmers' fields from northern Cameron into Willacy County.

Some say it's the wind that's turning Willacy County into an international wind farm magnet.

"It's a great place for wind farms," Jeff Ferguson, Apex Clean Energy's senior vice president for development, said yesterday.

The latest developer to join the party might be Apex.

> The Charlottesville, Va., developer is expected to meet with county commissioners Thursday to propose the development of a wind farm at the famed El Sauz Ranch.

The company is proposing construction of about 100 turbines, County Judge Aurelio Guerra stated yesterday.

Ferguson said the proposed wind farm would generate 300 megawatts of electricity a year.

The proposal comes as commissioners consider agreements with developers of two other wind farms, Chief Appraiser Agustin Lopez said.

Since 2009, wind farms have helped fuel Willacy County's farm-based economy, pumping tens of thousands of dollars into the area's poor school districts.

Now, many farmers here are counting on turbine leases to boost their incomes.

It's the wind

Developers say it's a natural phenomenon based on the temperatures of land and waters in the Gulf of Mexico that drives their companies to build wind farms here.

" It's kind of a unique wind resource," Ferguson said. "It's caused by the deferential in temperatures between ocean water

and surface temperature on land. That differential is greater in summer months at the same time customers use their air conditioners."

Guerra said the project, expected to begin late this year, is projected to be completed in late 2020.

Willacy's wind helped drive developer Joe Wetegrove to work with EDF Energy to plan a wind farm on the county's southeastern edge.

Now, EDF, a London-based company, is proposing about 125 turbines to generate 272 megawatts of power a year.

"Most people don't really realize this — the coastal wind is the best wind," Wetegrove said. "The coastal wind blows from 6 in the morning to 8 at night. The highest use of power is at 7 in the morning and 9 at night. That's also the highest rate — the highest price per kilowatt."

Wetegrove called Willacy's wind speed "optimal."

"On average, the wind blows 15 to 18 mph day," he said. "Man, that's a good wind. It's what the turbines are built for."

Wetegrove said Willacy's steady winds make it "bankable."

"Consistency is very important," he said. "Ninety percent of the time the wind comes from the southeast — so it's consistent."

How we got here

It's been about two years since more turbines sprang up across the county's rural landscape.

Lopez said E.ON Climate & Renewables, a German-based developer, was the last company to build wind turbines here.

In December 2017, E.ON expanded its wind farm that now numbers 188 wind turbines near San Perlita, said Jeff Tulis, the company's spokesman in Austin.

In 2009, E.ON launched the county's first wind farm with 112 turbines.

Since then, the company has expanded its operations.

Now, commissioners are considering revising the county's agreements which offer tax breaks in exchange for money in lieu of taxes, Lopez said.

Lopez said it like looks like more wind farms are coming.

Wind farm operators

E.ON Climate & Renewables

Duke Energy

Developers proposing wind farms

EDF Energy

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Wind turbines diversifying Willacy's farm-based economy

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Posted: Wednesday, April 17, 2019 9:32 am

By Fernando del Valle, Staff writer

By Maricela Rodriguez, Valley Morning Star

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RAYMONDVILLE — In the past 10 years, wind farms have been transforming Willacy County, pumping millions of dollars to help diversify the traditional agricultural economy.

And some developers expect the towering turbines to continue to change the rural landscape for the next 50 years.

Already, more are on their way.

While the physical landscape changes, much of the county's future might churn off wind farm dollars.

"I think you'll find wind farms significant here for the next half-century," Joe Wetegrove, who is involved in an EDF wind farm project, said.

Developers say a natural phenomenon based on the temperatures of land and waters in the Gulf of Mexico drives their companies to build wind farms here.

Since 2009, wind farms have pumped millions of dollars into the economy, helping to bolster its agricultural base.

"It's a win-win here in Willacy County for the landowners, for the county and for the taxpayers," County Judge Aurelio Guerra said.

Last year, E.ON Climate & Renewables and Duke Energy's wind farms have generated about $1 million in tax revenue across the county, Agustin Lopez, chief appraiser of the Willacy County Appraisal District, said yesterday.

Meanwhile, tax abatement agreements have brought more than $500,000 into the county's coffers, he said.

Now, Apex Clean Energy plans about 100 turbines in the famed El Sauz Ranch while London-based EDF is proposing about 125 turbines along the county's southeastern edge.

"In the history of Willacy County, we have never had anything like this," Lopez said. "It has helped tremendously. The whole county has benefited."

Calendar

August 2019

Su Mo Tu We Th Fr Sa

For wind farms, the county's location along the Gulf of Mexico is turning it into an international draw.

"We have the prevailing easterly wind and it blows almost all the time," Lyford schools Superintendent Eduardo Infante said yesterday.

In Lyford, the wind farms have helped pump new money into the school district's low tax base.

"We have reaped the benefit of some additional monies," Infante said. "It's renewable energy and it's a new industry in the area."

In San Perlita, E.ON's two wind farms pump about $75,000 a year into the small school district, Superintendent Albert Peña said.

"It helps us keep up with the cost of doing business," he said.

Meanwhile, wind farm revenue has helped fund drainage upgrades across much of the county's lowest-lying areas.

"It's been a fantastic improvement," Paul Greenhill, manager of Willacy County Drainage District No. 1, said.

With the money, the Lyford-area district has helped Drainage District No. 2 fund improvements in the Raymondville area, Greenhill said.

Greenhill said new money has helped the district hire crews and buy equipment.

"Before the wind farms, we sat there for many years and maintained the ditches," he said. "Now we've redone some so they work better."

Since E.ON launched the county's first wind farm with 112 turbines in 2009, the wind farms have helped diversify the county's farm-based economy while lessening its dependence on erratic oil and gas production, Guerra said.

"We are more diversified than in the past when we depended on oil and gas," he said. "When it wasn't pumped it put a strain on the school districts and the county."

fdelvalle@valleystar.com

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Posted in Valley on *Wednesday, April 17, 2019 9:32 am.*

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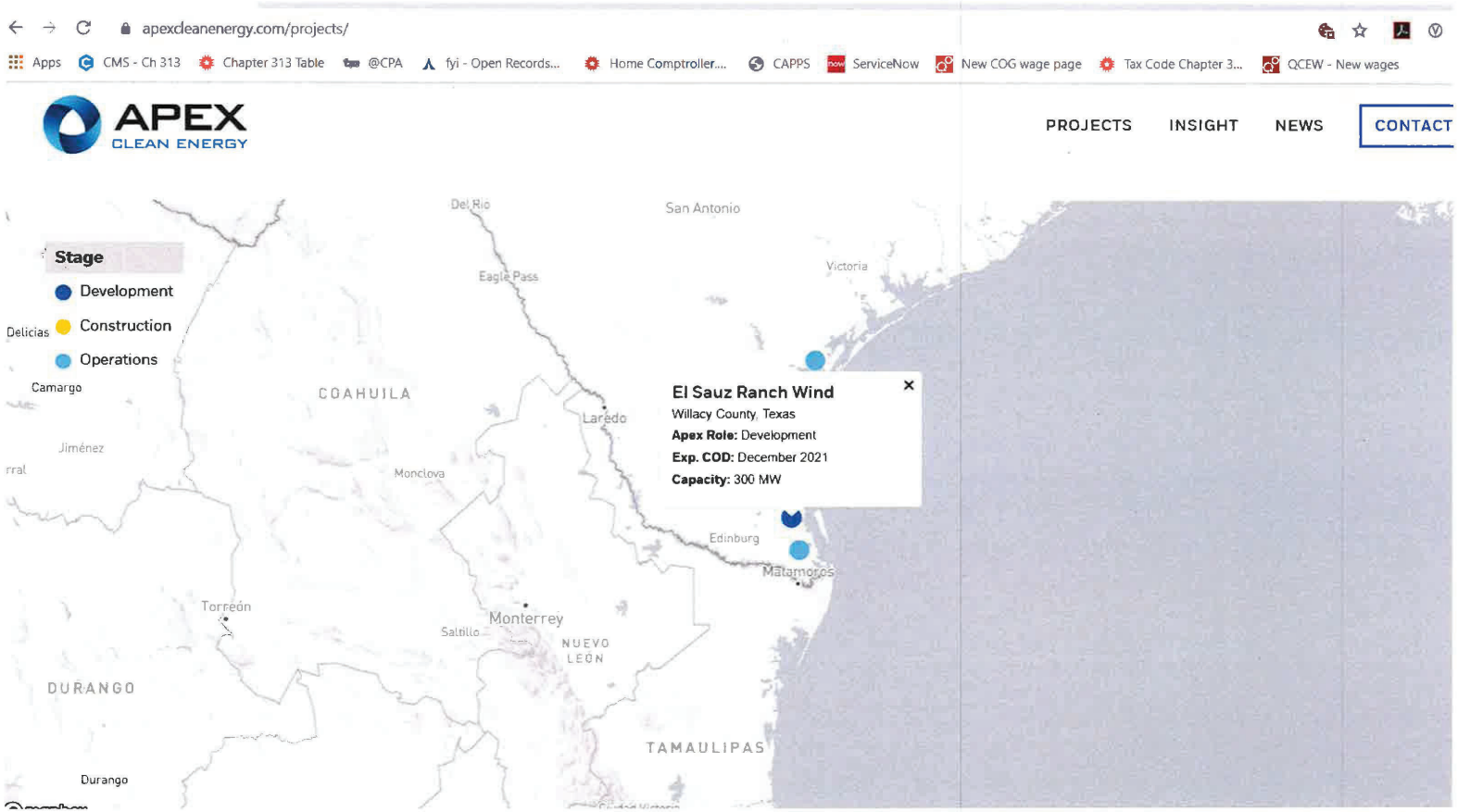
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Development
Construction
Operations
Del Rio
San Antonio
Eagle Pass
Victoria
Delicias
Camargo
COAHUILA
Laredo
Jiménez
Monclova
El Sauz Ranch Wind
Willacy County, Texas
Apex Role: Development
Exp. COD: December 2021
Capacity: 300 MW
Edinburg
Matamoros
Torreón
Monterrey
Saltillo
NUEVO LEÓN
DURANGO
TAMAULIPAS
Durango

EXHIBIT B

**Summary of Financial Impact on
Lyford Consolidated Independent School District Prepared by
Jigsaw School Finance Solutions, LLC**

SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED

EL SAUZ RANCH WIND, LLC PROJECT

(APPLICATION # 1378)

ON THE FINANCES OF

LYFORD INDEPENDENT SCHOOL DISTRICT

UNDER A REQUESTED

CHAPTER 313 APPRAISED VALUE LIMITATION

PREPARED BY
JIGSAW SCHOOL FINANCE SOLUTIONS, LLC

Introduction

El Sauz Ranch Wind LLC ("Company") has submitted an application to the Lyford Independent School District ("District") requesting a property value limitation on a proposed project located within the school district boundaries, under Chapter 313 of the Texas Tax Code. The proposed project is a renewable energy electric generation project located in Willacy County, TX. The company estimates that the total investment in this project will be approximately $60 million.

Local government entities in Texas, including school districts, rely heavily on the ad valorem property tax to fund operations and building projects. Thus, the property tax burden that Texas imposes on individuals and business entities is higher compared to most other states. Seeking to encourage economic development and to attract large scale capital investment, the 77th Texas Legislature in 2001 enacted House Bill 1200 creating Tax Code Chapter 313, the Texas Economic Development Act. The act as amended by the legislature in 2007, 2009 and 2013 now grants eligibility to companies engaging in manufacturing, advanced clean energy projects, research and development, clean coal projects, renewable electric energy generation, electric power generation using integrated gasification combined cycle technology, nuclear electric power generation and a computer center used primarily in connection to one of the other categories or a Texas Priority Project. Under the provisions of this law, the Lyford Independent School District may grant a value limitation for maintenance and operation taxes in the amount of $20 million dollars for a period of ten years.

The application calls for the project to be fully taxable for both maintenance and operation (M&O) and interest and sinking (I&S) during the 2021-22 school year. Beginning with the 2022-23 school year, the value of the project would be limited to $20 million for maintenance and operation (M&O) tax purposes and remain limited through the 2031-32 school year. The full value of the project will be taxable for debt service purposes using the I&S tax rate in all years of the agreement.

Revenue Protection Payment to Lyford ISD -	$407,682
Supplemental Payments to Lyford ISD -	$2,080,629
Total Revenue to Lyford ISD Resulting From Tax Code Chapter 313 Agreement -	$2,488,311
Total Tax Savings to Company after all Payments -	$361,483

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. As a result of House Bill 3, as passed by the 86th Texas Legislature, signed into law and effective in relevant part on September 1, 2019, State funding is calculated using current year property value which is a significant change from prior law which since 1993 has relied on prior year values as certified by the Comptroller's Property Tax Division (CPTD). However, for the purposes of districts with Tax Code Chapter 313 agreements and in accordance with Sec. 48.256 – LOCAL SHARE OF PROGRAM COST (TIER I), Subsection d - *A revenue protection payment required as part of an agreement for a*

limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year. During any school year where there would have been a loss of property tax revenue from the prior year as a result of the Tax Code Chapter 313 agreement, a revenue protection payment equal to that reduction will be required.

Texas school districts are funded by a combination of local ad valorem property taxes and state aid. Most of the funds that a school district generates through the funding formulas is generated in Tier 1. Local M&O collections at the compressed tax rate generate Tier I funding. In 2019-20, a school district's Tier I revenue is the greater of the adjusted minimum target revenue amount or the state share of Tier 1 plus local M&O collections at the compressed rate. The Tier 1 formulas start with a Basic Allotment per student of $6,160. Funding calculations use the number of students in average daily attendance, the number of students who participate in categorical/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 current year 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.

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on Lyford ISD's future revenue is critical information that will be very useful to the district when making the decision to grant the limitation and for the district's long range financial planning process. Analysis for this application covers the 2019-20 through the 2036-37 school years.

The Revenue Protection Clause of the proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for the school district to be held harmless against any potential 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 in years one through ten of the agreement. This stipulation is a statutory requirement under Section 313.027 of the Tax Code.

The approach used in this report was to predict 16 years of base data including average daily attendance, M&O and I&S tax rates, maintenance and operation (M&O) tax collections, current year (CAD) values and prior year (CPTD) values for each year of the agreement. For the purposes of this analysis, final 2018 CPTD values were used as well as 2019 CAD values from Willacy CAD. Lyford ISD currently has other approved Chapter 313 projects. These values have been included in the base data illustrated in **Table 1**.

Table 1 Base District Information
Lyford ISD, El Sauz Ranch Wind LLC, Project # 1378

Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	Property Value Without Project	Project Values	Property Value No Limit	Property Value With Limit	Property Value with Project per WADA	Propert Value with Limitation per WADA
0	2019-20	1,387	2,245	$1.0684	$0.1600	$240,582,058	$0	$240,582,058	$240,582,058	$107,163	$107,163
QTP 1	2020-21	1,387	2,245	$1.0684	$0.1600	$240,582,058	$0	$240,582,058	$240,582,058	$107,163	$107,163
QTP 2	2021-22	1,387	2,245	$1.0684	$0.1600	$240,582,058	$61,219,161	$301,801,219	$301,801,219	$134,432	$134,432
L1	2022-23	1,387	2,245	$1.0684	$0.1600	$240,582,058	$58,158,203	$298,740,261	$260,582,058	$133,069	$116,072
L2	2023-24	1,387	2,245	$1.0684	$0.1600	$240,582,058	$55,250,293	$295,832,351	$260,582,058	$131,774	$116,072
L3	2024-25	1,387	2,245	$1.0684	$0.1600	$240,582,058	$52,487,778	$293,069,836	$260,582,058	$130,543	$116,072
L4	2025-26	1,387	2,245	$1.0684	$0.1600	$240,582,058	$49,863,389	$290,445,447	$260,582,058	$129,374	$116,072
L5	2026-27	1,387	2,245	$1.0684	$0.1600	$240,582,058	$47,370,220	$287,952,278	$260,582,058	$128,263	$116,072
L6	2027-28	1,387	2,245	$1.0684	$0.1600	$240,582,058	$45,001,709	$285,583,767	$260,582,058	$127,208	$116,072
L7	2028-29	1,387	2,245	$1.0684	$0.1600	$240,582,058	$42,751,623	$283,333,681	$260,582,058	$126,206	$116,072
L8	2029-30	1,387	2,245	$1.0684	$0.1600	$240,582,058	$40,614,042	$281,196,100	$260,582,058	$125,254	$116,072
L9	2030-31	1,387	2,245	$1.0684	$0.1600	$240,582,058	$38,583,340	$279,165,398	$260,582,058	$124,350	$116,072
L10	2031-32	1,387	2,245	$1.0684	$0.1600	$240,582,058	$36,654,173	$277,236,231	$260,582,058	$123,490	$116,072
MVP1	2032-33	1,387	2,245	$1.0684	$0.1600	$240,582,058	$34,821,464	$275,403,522	$275,403,522	$122,674	$122,674
MVP2	2033-34	1,387	2,245	$1.0684	$0.1600	$240,582,058	$33,080,391	$273,662,449	$273,662,449	$121,898	$121,898
MVP3	2034-35	1,387	2,245	$1.0684	$0.1600	$240,582,058	$31,426,372	$272,008,430	$272,008,430	$121,162	$121,162
MVP4	2035-36	1,387	2,245	$1.0684	$0.1600	$240,582,058	$29,855,053	$270,437,111	$240,582,058	$120,462	$107,163
MVP5	2036-37	1,387	2,245	$1.0684	$0.1600	$240,582,058	$28,362,300	$268,944,358	$240,582,058	$119,797	$107,163

To isolate the impact of the value limitation on the District's finances over the term of the agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that existed in the 2019-20 school year. An ADA of 1387, a WADA of 2245 and an M&O tax rate of $1.0684 were used for each year of the of the initial forecast. Due to HB 3, however, the M&O tax rate will be compressed to $0.97 for 2019-2020. A tax collection rate of 100% is assumed in all the calculations used in this analysis. The Willacy CAD certified value for 2019 was used as the 2019 CAD value. This value was used as the basis for subsequent current year (CAD) values in this report. The final 2018 T1, T2, T3 and T4 Comptroller Property Tax Division (CPTD) values certified to school districts in late July, 2018 were used as a basis for predicting future year (CPTD) values for each of the agreement years.

The proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for Lyford ISD to be held harmless against potential 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 tax revenue losses may occur, a state and local revenue projection for the 2019-2020 school year was completed to serve as baseline data and is displayed in **Table 2**. 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 3**.

Table 2

District:	Lyford ISD		
Applicant:	El Sauz Ranch Wind LLC		
Project #	1378		
	Summary of Finances 2019-20 School Year		
	Basic Information:		
	Total Refined ADA (adj. for decline, if applicable)	1,387.09	1,387.09
	CPTD Property Value	248,270,607	240,582,058
	Total M&O Tax Collections	2,814,810	2,570,379
	HB 3 WADA		2,245.01
		2019-20 Old Law	2019-20 HB 3
	Total Cost of Tier I	13,117,036	13,974,920
	LESS: Local Fund Assignment	2,482,706	2,237,413
	State Share of Tier I	10,634,330	11,737,507
	TIER I STATE AID:		
	Greater of State Share of Tier I or Current Law ASF+HS NIFA; or HB3 ASF	10,634,330	11,737,507
	Gross Recapture - Tier 1	0	0
	Adjustments to Gross Recapture in Order to Maintain Revenue, if applicable	0	0
	Adjusted Gross Recapture - Tier 1	0	0
	CAD credit	0	0
	Net Recapture - Tier I	0	0
		0	0
	Tier II State Aid for "Golden" Level	1,610,706	1,577,677
	Tier II State Aid for "Copper" Level	545,626	505,602
	TOTAL TIER II STATE AID	2,156,332	2,083,279
		0	0
	Gross Recapture - Copper Penny Level	0	0
	CAD credit	0	0
	Net Recapture - Copper Penny Level	0	0
		0	0
	Other Programs:	0	0
	Supplemental TIF Payment	0	0
	State Aid Reduction for WADA Sold	0	0
	Ch 313 Tax Credits	0	0
	Staff Allotment	65,605	0
	TSD Charge	0	0
	TSB Charge	0	0
	TOTAL OTHER PROGRAMS	65,605	0
		0	0
	Less: Available School Fund (estimated)	(354,894)	(354,894)
		0	0
		0	0
SUMMARY OF TOTAL STATE/LOCAL M&O REVENUE:		0	0
		0	0
M&O Revenue From State (not including Fund 599)		12,856,267	13,820,786
M&O Revenue From Local Taxes Before Recapture		2,814,810	2,570,379
Recapture, if any		0	0
		0	0
STATE/LOCAL M&O REVENUE (prior to Formula Transition & Equalized Wealth Transition Gra		15,671,077	16,391,165
Formula Transition Grant		N/A	0
Equalized Wealth Transition Grant		N/A	0
		0	0
HB 3 NET TOTAL STATE/LOCAL M&O REVENUE		15,671,077	16,391,165

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Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation tax revenue was estimated for each year of the agreement. **Table 3** indicates that there will be a tax revenue loss to the district of $407 thousand over the course of the agreement. The revenue loss by the district due to the agreement and Tax Code Chapter 313 Section 48.256 Subsection D is estimated to be mostly in the first year of the value limitation period.

Financial Impact on the Taxpayer

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the project to be limited to $20 million starting in school year 2022-23 and remaining limited through school year 2031-32. The potential gross and net tax savings to El Sauz Ranch Wind LLC are shown in **Table 3.** As stated earlier, an M&O tax rate of $1.0684 and a collection rate of 100% is used throughout the calculations in this report. **Table 3** shows gross tax savings due to the limitation of $2.849 million over the length of the contract. Net tax savings are estimated to be $361 thousand. To estimate supplemental payments to the school district of $100 per ADA, a model of ADA was applied to the base ADA of 1387, which was the ADA for Lyford ISD through the end of the first six-weeks of the 2019-20 school year.

Facilities Funding Impact on the District

Reports submitted by El Sauz Ranch Wind LLC show the full value of the property being depreciated over time. Even so, the full value of the project will be available to the district for I&S taxes 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. While the project is expected to provide additional employment opportunities in the area, the impact on student enrollment is predicted to be minimal.

Conclusion

The El Sauz Ranch Wind LLC project proposed in this application will benefit the community, the district, Lyford ISD and the taxpayer, El Sauz Ranch Wind LLC. The community will receive economic development, the taxpayer will enjoy savings on property taxes and the district will be held harmless from revenue loss due to the provisions of the agreement and Tax Code Chapter 313 Section 48.256 Subsection D. The district will also enjoy an increased value available for I&S tax collections dedicated to debt service that can be leveraged to provide first class facilities for faculty and students.

Note, the Texas Legislature could take action that could potentially change the impact of this 313 valuation limitation agreement on the finances of Lyford ISD and result in estimates that differ significantly from the estimates presented in this analysis. Some of the factors that could significantly change these estimates are legislative or administrative changes made by the Texas Legislature, the Texas Education Agency or the Comptroller of Public Accounts. The changes could contain modifications to the school finance formulas, property value appraisals, tax exemptions or tax code. Other factors that could impact the estimates of this agreement could also include changes to property values, district tax rates and student enrollment.

Table 3 Estimated Financial Impact
Lyford ISD, El Sauz Ranch Wind LLC, Project # 1378

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit $100 per ADA	Company Tax Benefit
0	2019-20	$0	$0	$0	1.0684	$0	$0	$0	$0	$0	$0	$0
QTP 1	2020-21	$0	$0	$0	1.0684	$0	$0	$0	$0	$0	$138,709	-$138,709
QTP 2	2021-22	$61,219,161	$61,219,161	$0	1.0684	$654,066	$654,066	$0	$0	$0	$138,709	-$138,709
L1	2022-23	$58,158,203	$20,000,000	$38,158,203	1.0684	$621,362	$213,680	$407,682	-$407,682	$0	$138,709	-$138,709
L2	2023-24	$55,250,293	$20,000,000	$35,250,293	1.0684	$590,294	$213,680	$376,614	$0	$376,614	$138,709	$237,906
L3	2024-25	$52,487,778	$20,000,000	$32,487,778	1.0684	$560,779	$213,680	$347,099	$0	$347,099	$138,709	$208,391
L4	2025-26	$49,863,389	$20,000,000	$29,863,389	1.0684	$532,740	$213,680	$319,060	$0	$319,060	$138,709	$180,352
L5	2026-27	$47,370,220	$20,000,000	$27,370,220	1.0684	$506,103	$213,680	$292,423	$0	$292,423	$138,709	$153,715
L6	2027-28	$45,001,709	$20,000,000	$25,001,709	1.0684	$480,798	$213,680	$267,118	$0	$267,118	$138,709	$128,410
L7	2028-29	$42,751,623	$20,000,000	$22,751,623	1.0684	$456,758	$213,680	$243,078	$0	$243,078	$138,709	$104,370
L8	2029-30	$40,614,042	$20,000,000	$20,614,042	1.0684	$433,920	$213,680	$220,240	$0	$220,240	$138,709	$81,532
L9	2030-31	$38,583,340	$20,000,000	$18,583,340	1.0684	$412,224	$213,680	$198,544	$0	$198,544	$138,709	$59,836
L10	2031-32	$36,654,173	$20,000,000	$16,654,173	1.0684	$391,613	$213,680	$177,933	$0	$177,933	$138,709	$39,225
MVP1	2032-33	$34,821,464	$34,821,464	$0	1.0684	$372,033	$372,033	$0	$0	$0	$138,709	-$138,709
MVP2	2033-34	$33,080,391	$33,080,391	$0	1.0684	$353,431	$353,431	$0	$0	$0	$138,709	-$138,709
MVP3	2034-35	$31,426,372	$31,426,372	$0	1.0684	$335,759	$335,759	$0	$0	$0	$138,709	-$138,709
MVP4	2035-36	$29,855,053	$29,855,053	$0	1.0684	$318,971	$318,971	$0	$0	$0	$0	$0
MVP5	2036-37	$28,362,300	$28,362,300	$0	1.0684	$303,023	$303,023	$0	$0	$0	$0	$0
TOTALS						$7,323,877	$4,474,082	$2,849,794	-$407,682	$2,442,112	$2,080,629	$361,483

*Note: School District Revenue-Loss estimates are subject to change based on various factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year project appraisal values, and changes in school district tax rates. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

7

EXHIBIT C

**Proposed Agreement between
Lyford Consolidated Independent School District
and El Sauz Ranch Wind, LLC**

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

by and between

LYFORD CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

and

EL SAUZ RANCH WIND, LLC

(*Texas Taxpayer ID 32067068406*)

Comptroller Application # 1378

Dated

December 9, 2019

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

STATE OF TEXAS §

COUNTY OF WILLACY §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **LYFORD CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **EL SAUZ RANCH WIND, LLC,** Texas Taxpayer Identification Number 32067068406 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on May 13, 2019, the Superintendent of Schools of the Lyford Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on May 13, 2019, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

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

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and July 31, 2019 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

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

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on September 13, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

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

WHEREAS, on December 9, 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 December 9, 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 December 9, 2019, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on November 25, 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 December 9, 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 El Sauz Ranch Wind, LLC, *(Texas Taxpayer ID 32067068406),* 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 May 13, 2019. 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 Willacy Appraisal.

"*Board of Trustees*" means the Board of Trustees of the Lyford Consolidated Independent School District.

"*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 Willacy County, Texas.

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

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

"*Force Majeure*" means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within sixty 60 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 Limitation Period 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.

"*Commercial Operation*" means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land, and is able to generate electricity and is connected to the grid with an interconnection 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 M&O Revenue" means the reduction in Maintenance and Operations *ad valorem* Tax Revenue to the District caused by, resulting from, or on account of the execution of this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date of this Agreement. The Lost M&O Revenue shall be calculated in accordance with Section 4.2 of this Agreement.

"Maintenance and Operations Tax 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, minus (iii) 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 (iii) above may be amended by Applicable School Finance Law from time to time. 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 M&O Revenue" means the total State and local Maintenance and Operations Tax Revenue that the District actually received for such school year attributable to the Qualified Property that is the subject of this Agreement.

"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 M&O Revenue" means the total State and local Maintenance and Operations Tax 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 then-current tax rate. For purposes of this calculation, the Third Party will base its calculations upon the District's taxable value of property for the preceding tax year as certified by the Appraisal District for all taxable accounts in the District, *less* the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District's tax levy for debt service (interest and sinking fund) ad valorem tax purposes.

"*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 July 31, 2019, 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 December 9, 2019.

C. The Qualifying Time Period for this Agreement:
   i. Starts on January 1, 2020, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by Section 313.027(h) of the Texas Tax Code; and
   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, 2022, the first complete Tax Year that begins after the end of the Qualifying Time Period; and
   ii. Ends on December 31, 2031, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.
   iii. The Final Termination Date for this Agreement is December 31, 2036, which is the last year of the Limitation Period as defined in Section 2.3.D.ii plus 5 years.

E. 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 Million Dollars ($20,000,000)

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

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

A. have completed the Applicant's Qualified Investment in the amount of $10,000,000 during the Qualifying Time Period;
B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
C. pay an average weekly wage of at least $683.00 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 such Supplemental Payments as more fully specified in Article VI;
C. 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
D. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III
QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.

At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.

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

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.

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

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.

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

Section 3.5. QUALIFYING USE.

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

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF PARTIES.

It is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256 (d) of the TEXAS EDUCATION 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. **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 in the first complete Tax Year following the Application Approval Date and every year thereafter during the term of this Agreement.

Within 60 days from the date Commercial Operations begin, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such Qualified Property within the boundaries of the land which is subject to the Agreement, if such final description is different than the description provided in the Application or any supplemental application information, or if no substantial changes have been made, a verification of the fact that no substantial changes have been made.

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 year of the Application Approval Date and ending on Final Termination

Date (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.

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).

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

In the event that the Revenue Protection Amount for any Tax Year during the Limitation Period of this Agreement shall exceed the Applicant's Net Tax Benefit for that Tax Year, the Revenue Protection Amount owed for that year shall be limited to the Applicant's Net Tax Benefit for that Tax Year. Amounts otherwise due and owing by the Applicant to the District which, by virtue of this payment limitation, are not paid in that Tax Year shall be carried forward from year to year into

subsequent Tax Years until paid in full, except that any amounts that remain unpaid as of the Final Termination Date shall not be owed, and Applicant's obligation to pay such amounts shall be canceled.

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 for 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 (2034), Supplemental payments shall be owed. During the Qualifying Time Period and for the three years following the end of the Tax Limitation Period, the supplemental payment amount 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 Applicant's Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

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 both the Annual Limit and 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 Stipulated Supplemental Payment Amounts unpaid by the Applicant 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 4.8.

(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.

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 Willacy 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 Willacy County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the 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 and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

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

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

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

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

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall

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

Section 9.5. LIMITATION OF OTHER DAMAGES.

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

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.

Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make $10,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

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

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:	Lyford Consolidated Independent School District	Sara Leon & Associates, LLC
Attn:	Superintendent Dr. Kristin Brown or her successor	Sara Hardner Leon
Address:	8240 Simon Gomez Blvd. P.O. Box 220	2901 Via Fortuna, Suite 475
City/Zip:	Lyford, Texas 78569	Austin, Texas 78746
Phone:	(956) 347-3900	(512) 637-4244
Fax:	(956) 347-5588	(512) 637-4245
Email:	Kristin.brown@lyfordcisd.net	sleon@saraleonlaw.com

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

To the Applicant

Name:	El Sauz Ranch Wind, LLC APEX Clean Energy, Inc.
Attn:	Mark Goodwin, President
Address:	310 4th Street, Suite 200
City/Zip:	Charlottesville, VA 22902
Phone:	(434) 220-7581
Fax:	(434) 220-3712
Email:	Mark.goodwin@apexcleanenergy.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. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees

shall approve or disapprove the request before the expiration of 150 days after the request is filed.

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

i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

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

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

Section10.3. 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 Willacy County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.

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

Section 10.7. SEVERABILITY.

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES.

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

Section 10.9. INTERPRETATION.

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

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

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

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

Section 10.10. EXECUTION OF COUNTERPARTS.

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

Section 10.11. PUBLICATION OF DOCUMENTS.

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

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

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

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

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.

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

Section 10.13. DUTY TO DISCLOSE.

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

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not

create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

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

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.

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

A. all payments, including liquidated damage and tax payments, have been made;

B. all reports have been submitted;

C. all records have been maintained in accordance with Section 8.6.A; and

D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

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

B. Delivery is deemed complete as follows:

i. When delivered if delivered personally or sent by express courier service;

ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or

iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9th day of December, 2019.

EL SAUZ RANCH WIND, LLC
by: Apex GCL, LLC, its Sole Member
by: Apex Clean Energy Holdings, LLC, its Sole Member

By: _____
Authorized Representative

LYFORD CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Marina Quilantan-Rivera
President, Board of Trustees

ATTEST:

By: _____
Victoria Perez
Secretary, Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Willacy County, Texas, more fully described as follows:

Tract 1:

Being 1,195.472 Acres, more or less, out of the Northern portion of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 1,195.472 acre tract being more particularly located and described as follows:

Beginning at a fence corner post found for the Northwest corner of the Withers Tract, being the subdivision of the West portion of Partition of Share No. 60 recorded in Volume 2, Page 607, Transcribed from Cameron County to Willacy County records, and being on the East boundary of Gulf Coast Irrigation Company Subdivision recorded in Volume 1, Page 489, Transcribed from Cameron County to Willacy County records;

Thence, along said East boundary line of said Gulf Coast Irrigation Company Subdivision and along a fence line, North 00 Deg. 08 Min. 10 Sec. West, a distance of 3,755.65 feet to a fence corner post found for the Northeast corner of said Gulf Coast Irrigation Company Subdivision and a corner of this tract;

Thence, along the North boundary line of said Gulf Coast Irrigation Company Subdivision and along a fence line, North 89 Deg. 24 Min. 26 Sec. West, a distance of 1,099.52 feet to a one-half inch diameter iron rod set under a fence on the Projection of the approximate centerline of an 18 ft. (+/-) wide dirt road, for a corner of this tract;

Thence, along the approximate centerline of said 18 ft. dirt road, North 00 Deg. 01 Min. 45 Sec. West, a distance of 2,669.44 feet to a one-half inch diameter iron rod set on the approximate centerline of said 18 ft. wide dirt road and approximate 7.5 ft. South of the Southern high bank of a 45 ft. (+/-) wide drainage ditch, for a corner of this tract;

Thence, parallel to and 7.5 ft. South of the Southern high bank of said drainage ditch as follows:

North 89° 51' 54" East, a distance of 2,066.19 feet, to a one-half inch diameter iron rod set,

North 17° 33' 43" East, a distance of 170.58 feet, to a one-half inch diameter iron rod set and

South 89° 46' 58" East, a distance of 1,592.51 feet to a one-half inch diameter iron rod set on the approximate centerline of an 18 ft. wide dirt road, for a corner of this tract;

Thence, in a Northerly extension of said 18 ft. wide dirt road, North 04 Deg. 55 Min. 18 Sec. East, a distance of 1,346.60 feet to a 4 inch diameter wooden post found for a corner of this tract;

Thence, along the Northern boundary line of this tract, South 85 Deg. 27 Min. 04 Sec. East, at 4,423.55 feet, a 4 inch diameter wooden post found for reference on the Western high bank of a 45 ft (+/-) wide drainage ditch for a total distance of 4,461.90 feet to the approximate centerline of said drainage ditch, for a corner of this tract;

Thence, leaving said drainage ditch along the Western edge of a 17 ft. (+/-) wide dirt road, South 00 Deg. 19 Min. 20 Sec. East, a distance of 6,629.43 feet to a fence line intersection for the Northeast corner of said subdivision of the Withers Tract, for a Southeast corner of this tract;

Thence, along said North boundary line of said Withers Tract and the South boundary line of this tract along a fence line, South 82 Deg. 26 Min. 06 Sec. West, a distance of 7,264.29 feet to the PLACE OF BEGINNING.

Containing 1,195.472 acres of land, more or less.

Tract 2:

Being the Surface of 1,824 Acres, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 1,824 Acres being more particularly located and described as follows:

Commencing at the Northwest corner of Share 13 of the said San Juan de Carricitos Grant and also being on a West line of Share 64 of said Grant; THENCE, along this West line of said Share 64 and also being the East line of Shares 34 and 61 of said Grant, North 00 Deg. 09 Min. West, a distance of 14,289.76 feet for the Southwest corner and PLACE OF BEGINNING of this tract;

Thence, continuing along the said West line of Share 64 and the East line of said Share 61, North 00 Deg. 09 Min. West, a distance of 2,530.24 feet, for a corner of this tract;

Thence, continuing along the said West line of Share 64, also being the East line of said Share 61 and the East boundary line of the Harding-Gill Subdivision of Share 16, North 00 Deg. 03 Min. East, a distance of 5,240 feet to the intersection of the Westerly extension of State Highway No. 186, for the Northwest corner of this tract;

Thence, along the centerline of said State Highway, South 89 Deg. 58 Min. East, a distance of 2,690 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, South 65 Deg. 39 Min. East, a distance of 2,653 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, South 76 Deg. 39 Min. East, a distance of 3,783 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, North 78 Deg. 28 Min. East, a distance of 1,691.71 feet to the intersection of the centerline of a Private Road, for the Northeast corner of this tract;

Thence, along the centerline of said Private Road, South 19 Deg. 14 Min. 37 Sec. East, a distance of 1,920.23 feet, for a corner of this tract;

Thence, continuing along the centerline of said Private Road South 16 Deg. 53 Min. 25 Sec. East, a distance of 4,872.20 feet to the centerline of a drain ditch, for the Southeast corner of this tract;

Thence, with the Westerly extension of the centerline of said drain ditch, North 88 Deg. 27 Min. 43 Sec. West, a distance of 12,496.21 feet to the PLACE OF BEGINNING.

Containing 1,824 Acres, more or less.

EXHIBIT 1

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Willacy County, Texas, more fully described as follows:

Tract 1:

BEING 21,492 ACRES, MORE OR LESS, OUT OF THE H.P. EL SAUZ RANCH IN SHARE 64 OF THE SAN JUAN DE CARRICITOS GRANT, WILLACY COUNTY, TEXAS; SAID 21,492 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SHARE 13; THENCE N 00°55'40" W A DISTANCE OF 6511.77'; TO THE POINT OF BEGINNING; THENCE N 00°55'40" W A DISTANCE OF 6511.77'; THENCE N 00°55'40" W A DISTANCE OF 12308.23'; THENCE N 00°43'40" W A DISTANCE OF 5337.34'; THENCE N 00°49'45" W A DISTANCE OF 6653.66'; THENCE S 88°53'20" W A DISTANCE OF 1354.00'; THENCE S 89°38'20" W A DISTANCE OF 7095.00'; THENCE N 02°13'40" W A DISTANCE OF 494.00'; THENCE N 89°21'20" E A DISTANCE OF 7218.00'; THENCE N 01°04'40" W A DISTANCE OF 7282.00'; THENCE S 81°38'20" W A DISTANCE OF 7270.00'; THENCE N 00°50'40" W A DISTANCE OF 3759.00'; THENCE S 89°45'20" W A DISTANCE OF 14821.00'; THENCE N 00°50'30" W A DISTANCE OF 13400.41'; THENCE N 88°52'39" E A DISTANCE OF 25696.64'; THENCE S 11°16'53" E A DISTANCE OF 783.11'; THENCE S 67°28'30" W A DISTANCE OF 1468.88'; THENCE S 20°18'13" E A DISTANCE OF 915.09'; THENCE N 67°28'09" E A DISTANCE OF 1161.25'; THENCE S 89°51'36" E A DISTANCE OF 1349.26'; THENCE S 31°31'19" E A DISTANCE OF 2677.71'; THENCE S 08°42'39" W A DISTANCE OF 241.61'; THENCE S 33°03'04" E A DISTANCE OF 298.83'; THENCE S 69°44'31" E A DISTANCE OF 282.60'; THENCE S 30°56'59" E A DISTANCE OF 5025.32'; THENCE N 86°08'28" E A DISTANCE OF 1745.48'; THENCE S 28°07'58" E A DISTANCE OF 1063.87'; THENCE S 82°25'10" W A DISTANCE OF 704.66'; THENCE S 40°37'25" W A DISTANCE OF 197.34'; THENCE S 00°38'22" W A DISTANCE OF 175.68'; THENCE S 43°12'47" E A DISTANCE OF 215.30'; THENCE S 55°59'49" E A DISTANCE OF 26.99'; THENCE N 76°27'30" E A DISTANCE OF 421.98'; THENCE N 51°43'11" E A DISTANCE OF 380.11'; THENCE S 32°04'00" E A DISTANCE OF 2659.23'; THENCE S 78°28'04" W A DISTANCE OF 563.18'; THENCE S 08°48'12" E A DISTANCE OF 1000.83'; THENCE N 77°40'26" E A DISTANCE OF 1323.74'; THENCE S 21°46'00" E A DISTANCE OF 1281.90'; THENCE S 79°42'17" W A DISTANCE OF 1817.27'; THENCE S 24°05'32" E A DISTANCE OF 442.33'; THENCE S 11°58'43" W A DISTANCE OF 232.36'; THENCE S 06°06'25" W A DISTANCE OF 259.53'; THENCE S 15°49'41" E A DISTANCE OF 174.16'; THENCE S 54°38'30" E A DISTANCE OF 249.17'; THENCE S 75°31'55" E A DISTANCE OF 444.39'; THENCE S 31°47'35" E A DISTANCE OF 4084.27'; THENCE S 41°41'22" W A DISTANCE OF 2950.59'; THENCE N 87°45'54" W A DISTANCE OF 1411.04'; THENCE S 26°32'25" E A DISTANCE OF 4074.11'; THENCE S 33°34'10" W A DISTANCE OF 382.39'; THENCE S 89°54'58" W A DISTANCE OF 7104.15';

THENCE S 00°41'08" E A DISTANCE OF 2945.12'; THENCE S 52°07'00" E A DISTANCE OF 1354.50'; THENCE S 06°06'19" W A DISTANCE OF 2862.80'; THENCE S 77°25'40" E A DISTANCE OF 2761.58'; THENCE N 77°41'20" E A DISTANCE OF 1639.24'; THENCE S 20°01'29" E A DISTANCE OF 1901.67'; THENCE S 17°40'17" E A DISTANCE OF 4872.20'; THENCE S 17°30'52" E A DISTANCE OF 3404.46'; THENCE S 00°35'57" E A DISTANCE OF 3902.57'; THENCE N 89°58'18" E A DISTANCE OF 10166.14'; THENCE S 00°03'15" E A DISTANCE OF 6663.12'; THENCE N 89°14'03" E A DISTANCE OF 5748.44'; THENCE S 00°34'15" W A DISTANCE OF 3161.43'; THENCE S 68°21'37" W A DISTANCE OF 4166.88'; THENCE S 59°19'38" W A DISTANCE OF 1043.82'; THENCE S 76°27'44" W A DISTANCE OF 2315.79'; THENCE N 01°34'08" W A DISTANCE OF 834.77'; THENCE N 44°53'44" W A DISTANCE OF 1334.88'; THENCE N 89°07'38" W A DISTANCE OF 2400.56'; THENCE N 15°23'22" W A DISTANCE OF 261.12'; THENCE S 89°45'32" W A DISTANCE OF 479.97'; THENCE N 00°31'40" W A DISTANCE OF 3539.78'; THENCE N 89°12'44" E A DISTANCE OF 1567.25'; THENCE N 01°48'12" E A DISTANCE OF 274.11'; THENCE N 55°01'16" E A DISTANCE OF 119.15'; THENCE N 00°37'13" W A DISTANCE OF 1050.61'; THENCE S 89°31'35" W A DISTANCE OF 243.01'; THENCE N 00°13'07" E A DISTANCE OF 1554.39'; THENCE N 27°11'43" E A DISTANCE OF 451.42'; THENCE N 13°17'21" E A DISTANCE OF 1153.46'; THENCE S 89°08'28" W A DISTANCE OF 20219.27'; WHICH IS THE POINT OF BEGINNING; HAVING AN AREA OF 936,212,046 SQUARE FEET, 21,492 ACRES.

Bearings and distances per Survey of H.P. El Sauz Ranch, San Juan De Carricitos Grant, Willacy County, Texas dated February, 1978, Document number D-257.

Less and Except:

Being all of the surface of 843.613 acres of land, more or less, out of the HP El Sauz Ranch in Willacy County, Texas and being out of Share 64 of the San Juan de Carricitos Grant as shown on the Map of Sauz Pasture recorded in Volume 2, Page 27 of the Willacy County Map Records; said 843.613 Acre Tract being more particularly located and described as follows:

COMMENCING at a fence corner post on the apparent recognized boundary between HP El Sauz Ranch and the Gulf Coast Irrigation Company Subdivision as recorded in Volume 1, Page 489 of the Willacy County Transcribed Records from Cameron County for the southeast corner of Share 46 and for a corner of said HP El Sauz Ranch; **THENCE**, along said recognized line, being a projected line from said fence corner post to a fence corner post at the northeast corner of said Gulf Coast Irrigation Company Subdivision, North 89 deg 48 min 23 East a distance of 3418.13 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set for the southwest corner and **POINT OF BEGINNING** of this 843.613 Acre Tract;

THENCE, along the approximate centerline of a dirt road, North 00 deg 37 min 23 sec West a distance of 3365.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said dirt road with the approximate centerline of an east-west drain ditch for a corner of this tract;

THENCE, continuing along the approximate centerline of said dirt road, North 00 deg 35 min 23 sec West a distance of 4751.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said direct road with the approximate centerline of an east-west drain ditch for a corner of this tract;

THENCE, continuing along the approximate centerline of said dirt road, North 00 deg 39 min 23 sec West a distance of 2632.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said dirt road with the approximate centerline of an east-west drain ditch for the northwest corner of this tract;

THENCE, along the approximate centerline of said drain ditch, North 88 deg 57 min 37 sec East, at 3335.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a road crossing, a total distance of 3376.76 feet to a point on the approximate centerline of a north-south drain ditch for the northeast corner of this tract;

THENCE, along the approximate centerline of said drain ditch, South 00 deg 41 min 23 sec East, at 2615.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a road crossing, a total distance of 2639.85 feet to a point in said drain ditch for a corner of this tract;

THENCE continuing along the approximate centerline of said drain ditch, South 00 deg 47 min 23 sec East a distance of 5380.24 feet to a point in said drain ditch for a corner of this tract;

THENCE, South 28 deg 23 min 53 sec East, at 100.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a crossing, a total distance of 192.95 feet to a point on the approximate centerline of a drain ditch for a corner of this tract;

THENCE, along the approximate centerline of said drain ditch, South 00 deg 50 min 23 sec East a distance of 2608.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on said recognized line between El Sauz Ranch and the Gulf Coast Irrigation Company Subdivision for the southeast corner of this tract;

THENCE, along said recognized boundary line, South 89 deg 48 min 23 sec West a distance of 3496.50 feet to the **POINT OF BEGINNING**.

Containing 843.613 acres of land, more or less.

Less and Except:

Being 368.991 Acres, more or less, out of the Northern portion of the HP El Sauz Ranch in Shares 60 and 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 368.991 Acre Tract being more particularly located and described as follows:

COMMENCING at the Southeast corner of the Withers Tract, being the subdivision of the West portion of the Partition of Share No. 60 recorded in Volume 2, Page 607, Transcribed from Cameron County to Willacy County records, THENCE, along the South line of Share 60, North 89 Deg. 52 Min. East, a distance of 5667.87 feet and South 01 Deg. 00 Min. 55 Sec. East, a distance of 807.96 feet to a one-half inch diameter iron rod set in the centerline intersection of two 14 ft. wide dirt roads, for the PLACE OF BEGINNING of the tract herein described;

THENCE, along the approximate centerline of said 14 ft. wide dirt roads, North 01 Deg. 00 Min. 55 Sec. West, a distance of 2933.44 feet to a 4 inch diameter wooden post found, for the Northwest corner of this tract;

THENCE, continuing along said 14 ft. wide dirt roads in a Easterly direction, South 89 Deg. 00 Min. 53 Sec. East, a distance of 2858.59 feet to a one-half inch diameter iron rod set on the extension of the approximate centerline of said 14 ft. wide dirt roads and approximately 7.5 ft. West of the Southwestern high bank of a 45 ft. (+/-) wide drainage ditch, for a corner of this tract;

THENCE, parallel to and 7.5 ft. South of the Southern high bank of said drainage ditch as follows:

S 20° 56' 11" E, a distance of 32.42 feet,
S 88° 56' 49" E, a distance of 2655.82 feet and
S 66° 02' 40" E, a distance of 43.79 feet to a one-half inch diameter iron rod set for the Northeast corner of this tract;

THENCE, along the East boundary line of this tract, South 00 Deg. 53 Min. 38 Sec. West, a distance of 2875.01 feet to a one-half inch diameter iron rod, set for the Southeast corner of this tract;

THENCE, along the South boundary line of this tract and the approximate centerline of a 14 ft. wide dirt road, North 89 Deg. 04 Min. 52 Sec. West, a distance of 5469.02 feet to the PLACE OF BEGINNING;

CONTAINING 368.991 Acres of land, more or less.

Less and Except:

Being 2,925.81 Acres, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan De Carricitos Grant, Willacy County, Texas; said 2,925.81 Acres being more particularly located and described as follows:

COMMENCING at the Northwest corner of Share 13 of the San Juan De Carricitos Grant and also being on the West line of Share 64 of said Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 6,351.48 feet for a corner and PLACE OF BEGINNING of this tract;

THENCE, continuing along said West line of Share 64 and the East line of Shares 34 and 61 of said Grant, North 00 Deg. 09 Min. West, a distance of 7,938.28 feet to a point on the Westerly extension of the centerline of a drain ditch for the Northwest corner of this tract;

THENCE, along the Westerly extension of the centerline of said drain ditch, South 88 Deg. 27 Min. 43 Sec. East, a distance of 12,496.21 feet to a point on the centerline of a Private Road for the Northeast corner of this tract;

THENCE, along the centerline of said Private Road, South 16 Deg. 44 Min. East, a distance of 3,404.46 feet for a corner of this tract;

THENCE, continuing along the centerline of said Private Road, South 00 Deg. 10 Min. 55 Sec. West, a distance of 6,301.66 feet for the Southeast corner of this tract;

THENCE, along a fence the following courses:
South 89 Deg. 50 Min. 46 Sec. West, 4,109.43 feet,
South 89 Deg. 58 Min. 16 Sec. West, 4,548.63 feet and
North 89 Deg. 49 Min. 01 Sec. West, a distance of 3,434.86 feet to a point on the Southerly extension of the centerline of a dirt road for a corner of this tract;

THENCE, along the Southerly extension and the centerline of said dirt road the following courses:
North 50 Deg. 29 Min. 04 Sec. West, 184.74 feet,
North 06 Deg. 03 Min. 41 Sec. West, 115.76 feet,
North 09 Deg. 47 Min. 03 Sec. West, 230.08 feet,
North 03 Deg. 14 Min. 19 Sec. West, 221.21 feet,
North 26 Deg. 51 Min. 37 Sec. West, 309.48 feet,
North 38 Deg. 22 Min. 12 Sec. West, 498.53 feet,
North 27 Deg. 24 Min. 22 Sec. West, 157.10 feet, and
North 01 Deg. 29 Min. 27 Sec. East, a distance of 468.09 feet to a point on a fence for a corner of this tract;

THENCE, along said fence, South 89 Deg. 55 Min. 05 Sec. West, a distance of 640.00 feet to the PLACE OF BEGINNING.

CONTAINING 2,925.81 Acres of land, more or less.

EXHIBIT 1

AND

Being 39.084 Acres of land, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 39.084 acres being more particularly located and described as follows:

COMMENCING at the Northwest corner of Share 13 of the San Juan de Carricitos Grant and also being on the West line of Share 64 of said Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner and PLACE OF BEGINNING of this tract;

THENCE, continuing along a fence line and along said West line of Share 64 and the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 1,939.81 feet to a fence corner and a corner of this tract;

THENCE, along a fence line, North 89 Deg. 55 Min. 05 Sec. East, a distance of 590.44 feet to a point on the centerline of a dirt road for a corner of this tract;

THENCE, along the centerline of said dirt road the following courses:

South 01 Deg. 29 Min. 27 Sec. West, 468.09 feet;
South 27 Deg. 24 Min. 22 Sec. East, 157.10 feet;
South 38 Deg. 22 Min. 12 Sec. East, 498.53 feet;
South 26 Deg. 51 Min. 37 Sec. East, 309.48 feet;
South 03 Deg. 14 Min. 19 Sec. East, 221.21 feet;
South 09 Deg. 47 Min. 03 Sec. East, 230.08 feet;
South 06 Deg. 03 Min. 41 Sec. East, 115.76 feet;

and South 50 Deg. 29 Min. 04 Sec. East, a distance of 184.74 feet to a point on a fence line for a corner of this tract;

THENCE, along said fence line the following courses:

North 89 Deg. 49 Min. 01 Sec. West, 486.15 feet;

and North 88 Deg. 33 Min. 06 Sec. West, a distance of 797.68 feet to the PLACE OF BEGINNING.

CONTAINING 39.084 Acres of land, more or less.

Less and Except:

A tract of land consisting of 461 acres, more or less, out of Lot Tract 8 of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 461 acres being more specifically described as follows:

COMMENCING at the Northwest corner of share 13 on the Westernmost west line of Share 64 of the San Juan de Carricitos Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner post, THENCE, along a fence line as follows:

S 88° 33' 06" E, a distance of 797.68 feet,
S 89° 49' 01" E, a distance of 3,921.02 feet,
N 89° 58' 16" E, a distance of 4,548.63 feet,
N 89° 50' 46" E, a distance of 4,108.46 feet,
N 89° 42' 33" E, a distance of 1,482.37 feet and
N 89° 19' 15" E, a distance of 3,421.27 feet to a fence corner post and PLACE OF BEGINNING of the tract herein described;

THENCE, continuing along said fence line, North 89 Deg. 46 Min. 13 Sec. East, a distance of 5,204.56 feet to a point in the approximate centerline of a 38.0 foot wide drain ditch, for the Southeast corner of this tract;

THENCE, proceeding in a Northerly direction along the centerline of said 38.0 foot wide drain ditch a distance of approximately 2,000 feet, more or less, to a point in the centerline of a drain ditch, for the Northeast corner of this tract;

THENCE, in a Westerly direction along the centerline of said drain ditch, to the centerline of a Private Road and the edge of the parcel described in that certain Deed and Conveyance dated effective March 3, 1989 from Helen F. Pinnell, Grantor, to Curtis G. Pinnell, Trustee, Grantee, and recorded on April 2, 1990 as document no. 252012 in Volume 6, pages 1-5 of the Official Records of Willacy County, Texas (hereinafter referred to as "the prior deed") for the Northwestern corner of this tract;

THENCE, along the centerline of said Private Road, South 00 Deg. 10 Min. 55 Sec. West, a distance of 1,978.31 feet, more or less, to the Southeast Corner of the parcel described in the prior deed, for the Southwest corner of this tract;

THENCE in an Easterly direction approximately 4,850 feet, more or less, to the Place of Beginning;

Containing 461 acres, more or less.

AND

EXHIBIT 1

A tract of land consisting of 404.507 acres, more or less, out of Lot Tract 8 of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 404.507 acres being more specifically described as follows:

Commencing at the Northwest corner of Share 13 on the Westernmost west line of Share 64 of the San Juan de Carricitos Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner post, THENCE, along a fence line as follows:

S 88° 33' 06" E, a distance of 797.68 feet,
S 89° 49' 01" E, a distance of 3,921.02 feet,
N 89° 58' 16" E, a distance of 4,548.63 feet,
N 89° 50' 46" E, a distance of 4,108.46 feet,
N 89° 42' 33" E, a distance of 1,482.37 feet and
N 89° 19' 15" E, a distance of 3,421.27 feet to a fence corner post and PLACE OF BEGINNING of the tract herein described;

THENCE, continuing along said fence line, North 89 Deg. 46 Min. 13 Sec. East, a distance of 5,204.56 feet to a point in the approximate centerline of a 38.0 foot wide drain ditch;

THENCE, along the centerline of said drain ditch, South 00 Deg. 37 Min. 08 Sec. West, a distance of 4,474.08 feet to the intersection with the centerline of a 37 foot wide drain ditch;

THENCE, along the centerline of said drain ditch, South 89 Deg. 56 Min. 00 Sec. West, a distance of 3,574.19 feet to the intersection of the extension of the West edge of a 8.5 foot wide caliche road;

THENCE, along the extension and the West edge of said caliche road, North 00 Deg. 07 Min. 08 Sec. East, a distance of 1,396.66 feet to the South edge of an 11.0 foot paved road;

THENCE, along the South edge of said 11.0 foot paved road, North 89 Deg. 54 Min. 28 Sec. West, a distance of 242.98 feet, to the West edge of a 14.0 foot caliche road;

THENCE, along the West edge of said caliche road as follows:

N 01° 14' 16" E, a distance of 1,573.12 feet,
N 28° 24' 55" E, a distance of 427.15 feet and
N 19° 08' 52" E, a distance of 159.35 feet, to the centerline intersection of a 20 foot wide drain ditch;

THENCE, along the centerline of said drain ditch as follows:

N 88° 41' 04" W, a distance of 538.76 feet,
N 04° 26' 55" W, a distance of 335.09 feet and
S 89° 15' 59" W, a distance of 1,070.59 feet, to the intersection with a fence line;

THENCE, along said fence line, North 00 Deg. 20 Min. 05 Sec. East, a distance of 628.36 feet to the PLACE OF BEGINNING;

CONTAINING 404.507 Acres of land, more or less.

Less and Except:

The Surface interest in and to the Eastern most 251 acres of the 1,000 acres in the Northwest corner of a certain 83,218.18 acre tract in the San Juan de Carricitos Grant, Willacy County, Texas; consisting of a certain tract of 81,697.5 acres, more or less, as augmented by 1,520.68 acres, more or less, of accretion, as depicted on that certain "Map of the H.P. El Sauz Ranch, showing survey of Laguna Madre Shoreline in the San Juan de Carricitos Grant, Willacy County, Texas", compiled and surveyed during July 1977 through February 1978 by Claunch and Associates, Land Surveyors, Brownsville, Texas, as recorded in Volume 99, at pages 194-98 in the Miscellaneous Deed Records of Willacy County, Texas; the said portion of the San Juan de Carricitos Grant also being that certain tract described as containing 81,697.5 acres and which was partitioned to Alice and Edwin Atwood from the Estate of H.M. King, according to a "Map of Sauz Pasture", prepared by E.M. Card, Civil Engineer, dated May 27, 1935; and the said Northwest 1,000 acres thereof being more particularly located and described as follows:

Beginning at the Northwest corner of the said 83,218.18 acre tract, being on the "Old County Line" and also being the common Northwest corner of Share 64 and Southwest corner of Share 28; the said place of beginning being the Northwest corner of the 1,000 acres herein described;

Thence, with the Northern boundary of the 83,218.18 acre tract North 88° 51' 44" East, a distance of 18,352.8 feet to the Northeast corner of this tract;

Thence, South 4° 06' 03" West a distance of 2,396.7 feet to the Southeast corner of this tract;

Thence, Westerly, parallel with and at a perpendicular distance of 2,386.64 feet South from the North boundary of this tract, South 88° 51' 44" West 18,150.5 feet to the Southwest corner of this tract on the Western boundary of the above mentioned 83,218.18 acre tract;

Thence, with the Western boundary of the 83,218.18 acre tract North 0° 44' 29" West a distance of 2,386.7 feet to the point of beginning.

Containing according to the dimensions herein stated, an area of 1,000 acres more or less,

Being the same 251 acre tract as is described in Parcel Two of the Deed and Conveyance dated effective as of January 1, 1994, from Curtis G. Pinnell, Trustee, to HP Pinnell, Trustee, Curtis G. Pinnell, Trustee, and Richard John Williams, Trustee, and filed for record on March 27, 1995, with the office of the Clerk of the County Court for the County of Willacy, State of Texas, as Document Number 266200, in Volume 121, Page 36 of the Official Records.

AND

The Surface interest in and to the Eastern most 251 acres of the South 1,000 acres of the Northwest 2,000 acres of a certain 83,218.18 acre tract in the San Juan de Carricitos Grant, Willacy County, Texas; consisting of a certain tract of 81,697.5 acres, more or less, as augmented by 1,520.68 acres, more or less, of accretion, as depicted on that certain "Map of the H.P. El Sauz Ranch, showing survey of Laguna Madre Shoreline in the San Juan de Carricitos Grant, Willacy County, Texas", compiled and surveyed during July 1977 through February 1978 by Claunch and Associates, Land Surveyors, Brownsville, Texas, as recorded in Volume 99, at pages 194-98 in the Miscellaneous Deed Records of Willacy County, Texas; the said portion of the San Juan de Carricitos Grant also being that certain tract described as containing 81,697.5 acres and which was partitioned to Alice and Edwin Atwood from the Estate of H.M. King, according to a "Map of Sauz Pasture", prepared by E.M. Card, Civil Engineer, dated May 27, 1935; and the said South 1,000 acres of the Northwest 2,000 acres thereof being more particularly located and described as follows:

Beginning at the Northwest corner of this 1,000 acre tract on the West boundary of the said 83,218.18 acre tract, South 0° 44' 29" East with the said West boundary, a distance of 2,386.7 feet from the Northwest corner of the said 83,218.18 acre tract as above mentioned;

Thence, parallel with and at a perpendicular distance of 2,386.64 feet Southerly from the North boundary of the said 83,218.18 acre tract, North 88° 51' 44" East a distance of 18,150.5 feet to the Northeast corner of the 1,000 acres herein described;

Thence, South 4° 06' 03" West a distance of 2,423.6 feet to the Southeast corner of this tract;

Thence, Westerly parallel with and at a perpendicular distance of 2,413.54 feet from the North boundary of this 1,000 acre tract;

South 88° 51' 44" a distance of 17,945.9 feet to the Southwest corner of this tract on the Western boundary of the above mentioned 83,218.18 acre tract;

Thence, with the Western boundary of the 83,218.18 acre tract North 0° 44' 29" West, a distance of 2,413.6 feet to the place of beginning.

Less and Except:

Being 1,195.472 Acres, more or less, out of the Northern portion of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 1,195.472 acre tract being more particularly located and described as follows:

Beginning at a fence corner post found for the Northwest corner of the Withers Tract, being the subdivision of the West portion of Partition of Share No. 60 recorded in Volume 2, Page 607, Transcribed from Cameron County to Willacy County records, and being on the East boundary of Gulf Coast Irrigation Company Subdivision recorded in Volume 1, Page 489, Transcribed from Cameron County to Willacy County records;

Thence, along said East boundary line of said Gulf Coast Irrigation Company Subdivision and along a fence line, North 00 Deg. 08 Min. 10 Sec. West, a distance of 3,755.65 feet to a fence corner post found for the Northeast corner of said Gulf Coast Irrigation Company Subdivision and a corner of this tract;

Thence, along the North boundary line of said Gulf Coast Irrigation Company Subdivision and along a fence line, North 89 Deg. 24 Min. 26 Sec. West, a distance of 1,099.52 feet to a one-half inch diameter iron rod set under a fence on the Projection of the approximate centerline of an 18 ft. (+/-) wide dirt road, for a corner of this tract;

Thence, along the approximate centerline of said 18 ft. dirt road, North 00 Deg. 01 Min. 45 Sec. West, a distance of 2,669.44 feet to a one-half inch diameter iron rod set on the approximate centerline of said 18 ft. wide dirt road and approximate 7.5 ft. South of the Southern high bank of a 45 ft. (+/-) wide drainage ditch, for a corner of this tract;

Thence, parallel to and 7.5 ft. South of the Southern high bank of said drainage ditch as follows:

North 89° 51' 54" East, a distance of 2,066.19 feet, to a one-half inch diameter iron rod set,

North 17° 33' 43" East, a distance of 170.58 feet, to a one-half inch diameter iron rod set and

South 89° 46' 58" East, a distance of 1,592.51 feet to a one-half inch diameter iron rod set on the approximate centerline of an 18 ft. wide dirt road, for a corner of this tract;

Thence, in a Northerly extension of said 18 ft. wide dirt road, North 04 Deg. 55 Min. 18 Sec. East, a distance of 1,346.60 feet to a 4 inch diameter wooden post found for a corner of this tract;

Thence, along the Northern boundary line of this tract, South 85 Deg. 27 Min. 04 Sec. East, at 4,423.55 feet, a 4 inch diameter wooden post found for reference on the Western high bank of a 45 ft (+/-) wide drainage ditch for a total distance of 4,461.90 feet to the approximate centerline of said drainage ditch, for a corner of this tract;

Thence, leaving said drainage ditch along the Western edge of a 17 ft. (+/-) wide dirt road, South 00 Deg. 19 Min. 20 Sec. East, a distance of 6,629.43 feet to a fence line intersection for the Northeast corner of said subdivision of the Withers Tract, for a Southeast corner of this tract;

Thence, along said North boundary line of said Withers Tract and the South boundary line of this tract along a fence line, South 82 Deg. 26 Min. 06 Sec. West, a distance of 7,264.29 feet to the PLACE OF BEGINNING.

Containing 1,195.472 acres of land, more or less.

Less and Except:

Being the Surface of 1,824 Acres, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 1,824 Acres being more particularly located and described as follows:

Commencing at the Northwest corner of Share 13 of the said San Juan de Carricitos Grant and also being on a West line of Share 64 of said Grant; THENCE, along this West line of said Share 64 and also being the East line of Shares 34 and 61 of said Grant, North 00 Deg. 09 Min. West, a distance of 14,289.76 feet for the Southwest corner and PLACE OF BEGINNING of this tract;

Thence, continuing along the said West line of Share 64 and the East line of said Share 61, North 00 Deg. 09 Min. West, a distance of 2,530.24 feet, for a corner of this tract;

Thence, continuing along the said West line of Share 64, also being the East line of said Share 61 and the East boundary line of the Harding-Gill Subdivision of Share 16, North 00 Deg. 03 Min. East, a distance of 5,240 feet to the intersection of the Westerly extension of State Highway No. 186, for the Northwest corner of this tract;

Thence, along the centerline of said State Highway, South 89 Deg. 58 Min. East, a distance of 2,690 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, South 65 Deg. 39 Min. East, a distance of 2,653 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, South 76 Deg. 39 Min. East, a distance of 3,783 feet, for a corner of this tract;

Thence, continuing along the centerline of said State Highway, North 78 Deg. 28 Min. East, a distance of 1,691.71 feet to the intersection of the centerline of a Private Road, for the Northeast corner of this tract;

Thence, along the centerline of said Private Road, South 19 Deg. 14 Min. 37 Sec. East, a distance of 1,920.23 feet, for a corner of this tract;

Thence, continuing along the centerline of said Private Road South 16 Deg. 53 Min. 25 Sec. East, a distance of 4,872.20 feet to the centerline of a drain ditch, for the Southeast corner of this tract;

Thence, with the Westerly extension of the centerline of said drain ditch, North 88 Deg. 27 Min. 43 Sec. West, a distance of 12,496.21 feet to the PLACE OF BEGINNING.

Containing 1,824 Acres, more or less.

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Willacy County, Texas, more fully described as follows:

Tract 1:

Being all of the surface of 843.613 acres of land, more or less, out of the HP El Sauz Ranch in Willacy County, Texas and being out of Share 64 of the San Juan de Carricitos Grant as shown on the Map of Sauz Pasture recorded in Volume 2, Page 27 of the Willacy County Map Records; said 843.613 Acre Tract being more particularly located and described as follows:

COMMENCING at a fence corner post on the apparent recognized boundary between HP El Sauz Ranch and the Gulf Coast Irrigation Company Subdivision as recorded in Volume 1, Page 489 of the Willacy County Transcribed Records from Cameron County for the southeast corner of Share 46 and for a corner of said HP El Sauz Ranch; **THENCE**, along said recognized line, being a projected line from said fence corner post to a fence corner post at the northeast corner of said Gulf Coast Irrigation Company Subdivision, North 89 deg 48 min 23 East a distance of 3418.13 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set for the southwest corner and **POINT OF BEGINNING** of this 843.613 Acre Tract;

THENCE, along the approximate centerline of a dirt road, North 00 deg 37 min 23 sec West a distance of 3365.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said dirt road with the approximate centerline of an east-west drain ditch for a corner of this tract;

THENCE, continuing along the approximate centerline of said dirt road, North 00 deg 35 min 23 sec West a distance of 4751.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said direct road with the approximate centerline of an east-west drain ditch for a corner of this tract;

THENCE, continuing along the approximate centerline of said dirt road, North 00 deg 39 min 23 sec West a distance of 2632.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set at the intersection of said dirt road with the approximate centerline of an east-west drain ditch for the northwest corner of this tract;

THENCE, along the approximate centerline of said drain ditch, North 88 deg 57 min 37 sec East, at 3335.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a road crossing, a total distance of 3376.76 feet to a point on the approximate centerline of a north-south drain ditch for the northeast corner of this tract;

THENCE, along the approximate centerline of said drain ditch, South 00 deg 41 min 23 sec East, at 2615.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a road crossing, a total distance of 2639.85 feet to a point in said drain ditch for a corner of this tract;

THENCE continuing along the approximate centerline of said drain ditch, South 00 deg 47 min 23 sec East a distance of 5380.24 feet to a point in said drain ditch for a corner of this tract;

THENCE, South 28 deg 23 min 53 sec East, at 100.00 feet a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on line for reference at a crossing, a total distance of 192.95 feet to a point on the approximate centerline of a drain ditch for a corner of this tract;

THENCE, along the approximate centerline of said drain ditch, South 00 deg 50 min 23 sec East a distance of 2608.00 feet to a ½ inch iron pin with a yellow plastic cap stamped "M&R INC" set on said recognized line between El Sauz Ranch and the Gulf Coast Irrigation Company Subdivision for the southeast corner of this tract;

THENCE, along said recognized boundary line, South 89 deg 48 min 23 sec West a distance of 3496.50 feet to the **POINT OF BEGINNING.**

Containing 843.613 acres of land, more or less.

Apex Parcel Reference: ESW0002 (843.613 acres)

Tract 2:

Being 368.991 Acres, more or less, out of the Northern portion of the HP El Sauz Ranch in Shares 60 and 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 368.991 Acre Tract being more particularly located and described as follows:

COMMENCING at the Southeast corner of the Withers Tract, being the subdivision of the West portion of the Partition of Share No. 60 recorded in Volume 2, Page 607, Transcribed from Cameron County to Willacy County records, THENCE, along the South line of Share 60, North 89 Deg. 52 Min. East, a distance of 6667.87 feet and South 01 Deg. 00 Min. 55 Sec. East, a distance of 807.96 feet to a one-half inch diameter iron rod set in the centerline intersection of two 14 ft. wide dirt roads, for the PLACE OF BEGINNING of the tract herein described;

THENCE, along the approximate centerline of said 14 ft. wide dirt roads, North 01 Deg. 00 Min. 55 Sec. West, a distance of 2933.44 feet to a 4 inch diameter wooden post found, for the Northwest corner of this tract;

THENCE, continuing along said 14 ft. wide dirt roads in a Easterly direction, South 89 Deg. 00 Min. 53 Sec. East, a distance of 2858.59 feet to a one-half inch diameter iron rod set on the extension of the approximate centerline of said 14 ft. wide dirt roads and approximately 7.5 ft. West of the Southwestern high bank of a 45 ft. (+/-) wide drainage ditch, for a corner of this tract;

THENCE, parallel to and 7.5 ft. South of the Southern high bank of said drainage ditch as follows:

S 20° 56' 11" E, a distance of 32.42 feet,
S 88° 56' 49" E, a distance of 2655.82 feet and
S 66° 02' 40" E, a distance of 43.79 feet to a one-half inch diameter iron rod set for the Northeast corner of this tract;

THENCE, along the East boundary line of this tract, South 00 Deg. 53 Min. 38 Sec. West, a distance of 2875.01 feet to a one-half inch diameter iron rod, set for the Southeast corner of this tract;

THENCE, along the South boundary line of this tract and the approximate centerline of a 14 ft. wide dirt road, North 89 Deg. 04 Min. 52 Sec. West, a distance of 5469.02 feet to the PLACE OF BEGINNING;

CONTAINING 368.991 Acres of land, more or less.

Apex Parcel Reference: ESW0006 (368.991 acres)

Tract 3:

Being 2,925.81 Acres, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan De Carricitos Grant, Willacy County, Texas; said 2,925.81 Acres being more particularly located and described as follows:

COMMENCING at the Northwest corner of Share 13 of the San Juan De Carricitos Grant and also being on the West line of Share 64 of said Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 6,351.48 feet for a corner and PLACE OF BEGINNING of this tract;

THENCE, continuing along said West line of Share 64 and the East line of Shares 34 and 61 of said Grant, North 00 Deg. 09 Min. West, a distance of 7,938.28 feet to a point on the Westerly extension of the centerline of a drain ditch for the Northwest corner of this tract;

THENCE, along the Westerly extension of the centerline of said drain ditch, South 88 Deg. 27 Min. 43 Sec. East, a distance of 12,496.21 feet to a point on the centerline of a Private Road for the Northeast corner of this tract;

THENCE, along the centerline of said Private Road, South 16 Deg. 44 Min. East, a distance of 3,404.46 feet for a corner of this tract;

THENCE, continuing along the centerline of said Private Road, South 00 Deg. 10 Min. 55 Sec. West, a distance of 6,301.66 feet for the Southeast corner of this tract;

THENCE, along a fence the following courses:
South 89 Deg. 50 Min. 46 Sec. West, 4,109.43 feet,
South 89 Deg. 58 Min. 16 Sec. West, 4,548.63 feet and
North 89 Deg. 49 Min. 01 Sec. West, a distance of 3,434.86 feet to a point on the Southerly extension of the centerline of a dirt road for a corner of this tract;

THENCE, along the Southerly extension and the centerline of said dirt road the following courses:
North 50 Deg. 29 Min. 04 Sec. West, 184.74 feet,
North 06 Deg. 03 Min. 41 Sec. West, 115.76 feet,
North 09 Deg. 47 Min. 03 Sec. West, 230.08 feet,
North 03 Deg. 14 Min. 19 Sec. West, 221.21 feet,
North 26 Deg. 51 Min. 37 Sec. West, 309.48 feet,
North 38 Deg. 22 Min. 12 Sec. West, 498.53 feet,
North 27 Deg. 24 Min. 22 Sec. West, 157.10 feet, and
North 01 Deg. 29 Min. 27 Sec. East, a distance of 468.09 feet to a point on a fence for a corner of this tract;

THENCE, along said fence, South 89 Deg. 55 Min. 05 Sec. West, a distance of 640.00 feet to the PLACE OF BEGINNING.

CONTAINING 2,925.81 Acres of land, more or less.

AND

Being 39.084 Acres of land, more or less, out of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 39.084 acres being more particularly located and described as follows:

COMMENCING at the Northwest corner of Share 13 of the San Juan de Carricitos Grant and also being on the West line of Share 64 of said Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner and PLACE OF BEGINNING of this tract;

THENCE, continuing along a fence line and along said West line of Share 64 and the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 1,939.81 feet to a fence corner and a corner of this tract;

THENCE, along a fence line, North 89 Deg. 55 Min. 05 Sec. East, a distance of 590.44 feet to a point on the centerline of a dirt road for a corner of this tract;

THENCE, along the centerline of said dirt road the following courses:

South 01 Deg. 29 Min. 27 Sec. West, 468.09 feet;
South 27 Deg. 24 Min. 22 Sec. East, 157.10 feet;
South 38 Deg. 22 Min. 12 Sec. East, 498.53 feet;
South 26 Deg. 51 Min. 37 Sec. East, 309.48 feet;
South 03 Deg. 14 Min. 19 Sec. East, 221.21 feet;
South 09 Deg. 47 Min. 03 Sec. East, 230.08 feet;
South 06 Deg. 03 Min. 41 Sec. East, 115.76 feet;

and South 50 Deg. 29 Min. 04 Sec. East, a distance of 184.74 feet to a point on a fence line for a corner of this tract;

THENCE, along said fence line the following courses:

North 89 Deg. 49 Min. 01 Sec. West, 486.15 feet; and North 88 Deg. 33 Min. 06 Sec. West, a distance of 797.68 feet to the PLACE OF BEGINNING.

CONTAINING 39.084 Acres of land, more or less.

Apex Parcel Reference: ESW0009 (2964.894 acres)

Tract 4:

A tract of land consisting of 461 acres, more or less, out of Lot Tract 8 of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 461 acres being more specifically described as follows:

COMMENCING at the Northwest corner of share 13 on the Westernmost west line of Share 64 of the San Juan de Carricitos Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner post, THENCE, along a fence line as follows:

S 88° 33' 06" E, a distance of 797.68 feet,
S 89° 49' 01" E, a distance of 3,921.02 feet,
N 89° 58' 16" E, a distance of 4,548.63 feet,
N 89° 50' 46" E, a distance of 4,108.46 feet,
N 89° 42' 33" E, a distance of 1,482.37 feet and
N 89° 19' 15" E, a distance of 3,421.27 feet to a fence corner post and PLACE OF BEGINNING of the tract herein described;

THENCE, continuing along said fence line, North 89 Deg. 46 Min. 13 Sec. East, a distance of 5,204.56 feet to a point in the approximate centerline of a 38.0 foot wide drain ditch, for the Southeast corner of this tract;

THENCE, proceeding in a Northerly direction along the centerline of said 38.0 foot wide drain ditch a distance of approximately 2,000 feet, more or less, to a point in the centerline of a drain ditch, for the Northeast corner of this tract;

THENCE, in a Westerly direction along the centerline of said drain ditch, to the centerline of a Private Road and the edge of the parcel described in that certain Deed and Conveyance dated effective March 3, 1989 from Helen F. Pinnell, Grantor, to Curtis G. Pinnell, Trustee, Grantee, and recorded on April 2, 1990 as document no. 252012 in Volume 6, pages 1-5 of the Official Records of Willacy County, Texas (hereinafter referred to as "the prior deed") for the Northwestern corner of this tract;

THENCE, along the centerline of said Private Road, South 00 Deg. 10 Min. 55 Sec. West, a distance of 1,978.31 feet, more or less, to the Southeast Corner of the parcel described in the prior deed, for the Southwest corner of this tract;

THENCE in an Easterly direction approximately 4,850 feet, more or less, to the Place of Beginning;

Containing 461 acres, more or less.

AND

A tract of land consisting of 404.507 acres, more or less, out of Lot Tract 8 of the HP El Sauz Ranch in Share 64 of the San Juan de Carricitos Grant, Willacy County, Texas; said 404.507 acres being more specifically described as follows:

Commencing at the Northwest corner of Share 13 on the Westernmost west line of Share 64 of the San Juan de Carricitos Grant; THENCE, along the West line of said Share 64 and also being the East line of Share 34 of said Grant, North 00 Deg. 09 Min. West, a distance of 4,411.67 feet to a fence corner post, THENCE, along a fence line as follows:

S 88° 33' 06" E, a distance of 797.68 feet,
S 89° 49' 01" E, a distance of 3,921.02 feet,
N 89° 58' 16" E, a distance of 4,548.63 feet,
N 89° 50' 46" E, a distance of 4,108.46 feet,
N 89° 42' 33" E, a distance of 1,482.37 feet and
N 89° 19' 15" E, a distance of 3,421.27 feet to a fence corner post and PLACE OF BEGINNING of the tract herein described;

THENCE, continuing along said fence line, North 89 Deg. 46 Min. 13 Sec. East, a distance of 5,204.56 feet to a point in the approximate centerline of a 38.0 foot wide drain ditch;

THENCE, along the centerline of said drain ditch, South 00 Deg. 37 Min. 08 Sec. West, a distance of 4,474.08 feet to the intersection with the centerline of a 37 foot wide drain ditch;

THENCE, along the centerline of said drain ditch, South 89 Deg. 56 Min. 00 Sec. West, a distance of 3,574.19 feet to the intersection of the extension of the West edge of a 8.5 foot wide caliche road;

THENCE, along the extension and the West edge of said caliche road, North 00 Deg. 07 Min. 08 Sec. East, a distance of 1,396.66 feet to the South edge of an 11.0 foot paved road;

THENCE, along the South edge of said 11.0 foot paved road, North 89 Deg. 54 Min. 28 Sec. West, a distance of 242.98 feet, to the West edge of a 14.0 foot caliche road;

THENCE, along the West edge of said caliche road as follows:

N 01° 14' 16" E, a distance of 1,573.12 feet,
N 28° 24' 55" E, a distance of 427.15 feet and
N 19° 08' 52" E, a distance of 159.35 feet, to the centerline intersection of a 20 foot wide drain ditch;

THENCE, along the centerline of said drain ditch as follows:

N 88° 41' 04" W, a distance of 538.76 feet,
N 04° 26' 55" W, a distance of 335.09 feet and
S 89° 15' 59" W, a distance of 1,070.59 feet, to the intersection with a fence line;

THENCE, along said fence line, North 00 Deg. 20 Min. 05 Sec. East, a distance of 628.36 feet to the PLACE OF BEGINNING;

CONTAINING 404.507 Acres of land, more or less.

Apex Parcel Reference: ESW0010 (865.507 acres)

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Willacy County, Texas, more fully described as follows:

Tract 1:

The Surface interest in and to the Eastern most 251 acres of the 1,000 acres in the Northwest corner of a certain 83,218.18 acre tract in the San Juan de Carricitos Grant, Willacy County, Texas; consisting of a certain tract of 81,697.5 acres, more or less, as augmented by 1,520.68 acres, more or less, of accretion, as depicted on that certain "Map of the H.P. El Sauz Ranch, showing survey of Laguna Madre Shoreline in the San Juan de Carricitos Grant, Willacy County, Texas", compiled and surveyed during July 1977 through February 1978 by Claunch and Associates, Land Surveyors, Brownsville, Texas, as recorded in Volume 99, at pages 194-98 in the Miscellaneous Deed Records of Willacy County, Texas; the said portion of the San Juan de Carricitos Grant also being that certain tract described as containing 81,697.5 acres and which was partitioned to Alice and Edwin Atwood from the Estate of H.M. King, according to a "Map of Sauz Pasture", prepared by E.M. Card, Civil Engineer, dated May 27, 1935; and the said Northwest 1,000 acres thereof being more particularly located and described as follows:

Beginning at the Northwest corner of the said 83,218.18 acre tract, being on the "Old County Line" and also being the common Northwest corner of Share 64 and Southwest corner of Share 28; the said place of beginning being the Northwest corner of the 1,000 acres herein described;

Thence, with the Northern boundary of the 83,218.18 acre tract North 88° 51' 44" East, a distance of 18,352.8 feet to the Northeast corner of this tract;

Thence, South 4° 06' 03" West a distance of 2,396.7 feet to the Southeast corner of this tract;

Thence, Westerly, parallel with and at a perpendicular distance of 2,386.64 feet South from the North boundary of this tract, South 88° 51' 44" West 18,150.5 feet to the Southwest corner of this tract on the Western boundary of the above mentioned 83,218.18 acre tract;

Thence, with the Western boundary of the 83,218.18 acre tract North 0° 44' 29" West a distance of 2,386.7 feet to the point of beginning.

Containing according to the dimensions herein stated, an area of 1,000 acres more or less,

Being the same 251 acre tract as is described in Parcel Two of the Deed and Conveyance dated effective as of January 1, 1994, from Curtis G. Pinnell, Trustee, to HP Pinnell, Trustee, Curtis G. Pinnell, Trustee, and Richard John Williams, Trustee, and filed for record on March 27, 1995, with the office of the Clerk of the County Court for the County of Willacy, State of Texas, as Document Number 266200, in Volume 121, Page 36 of the Official Records.

AND

The Surface interest in and to the Eastern most 251 acres of the South 1,000 acres of the Northwest 2,000 acres of a certain 83,218.18 acre tract in the San Juan de Carricitos Grant, Willacy County, Texas; consisting of a certain tract of 81,697.5 acres, more or less, as augmented by 1,520.68 acres, more or less, of accretion, as depicted on that certain "Map of the H.P. El Sauz Ranch, showing survey of Laguna Madre Shoreline in the San Juan de Carricitos Grant, Willacy County, Texas", compiled and surveyed during July 1977 through February 1978 by Claunch and Associates, Land Surveyors, Brownsville, Texas, as recorded in Volume 99, at pages 194-98 in the Miscellaneous Deed Records of Willacy County, Texas; the said portion of the San Juan de Carricitos Grant also being that certain tract described as containing 81,697.5 acres and which was partitioned to Alice and Edwin Atwood from the Estate of H.M. King, according to a "Map of Sauz Pasture", prepared by E.M. Card, Civil Engineer, dated May 27, 1935; and the said South 1,000 acres of the Northwest 2,000 acres thereof being more particularly located and described as follows:

Beginning at the Northwest corner of this 1,000 acre tract on the West boundary of the said 83,218.18 acre tract, South 0° 44' 29" East with the said West boundary, a distance of 2,386.7 feet from the Northwest corner of the said 83,218.18 acre tract as above mentioned;

Thence, parallel with and at a perpendicular distance of 2,386.64 feet Southerly from the North boundary of the said 83,218.18 acre tract, North 88° 51' 44" East a distance of 18,150.5 feet to the Northeast corner of the 1,000 acres herein described;

Thence, South 4° 06' 03" West a distance of 2,423.6 feet to the Southeast corner of this tract;

Thence, Westerly parallel with and at a perpendicular distance of 2,413.54 feet from the North boundary of this 1,000 acre tract;

South 88° 51' 44" a distance of 17,945.9 feet to the Southwest corner of this tract on the Western boundary of the above mentioned 83,218.18 acre tract;

Thence, with the Western boundary of the 83,218.18 acre tract North 0° 44' 29" West, a distance of 2,413.6 feet to the place of beginning.

Apex Parcel Reference: ESW0004 (502 acres)

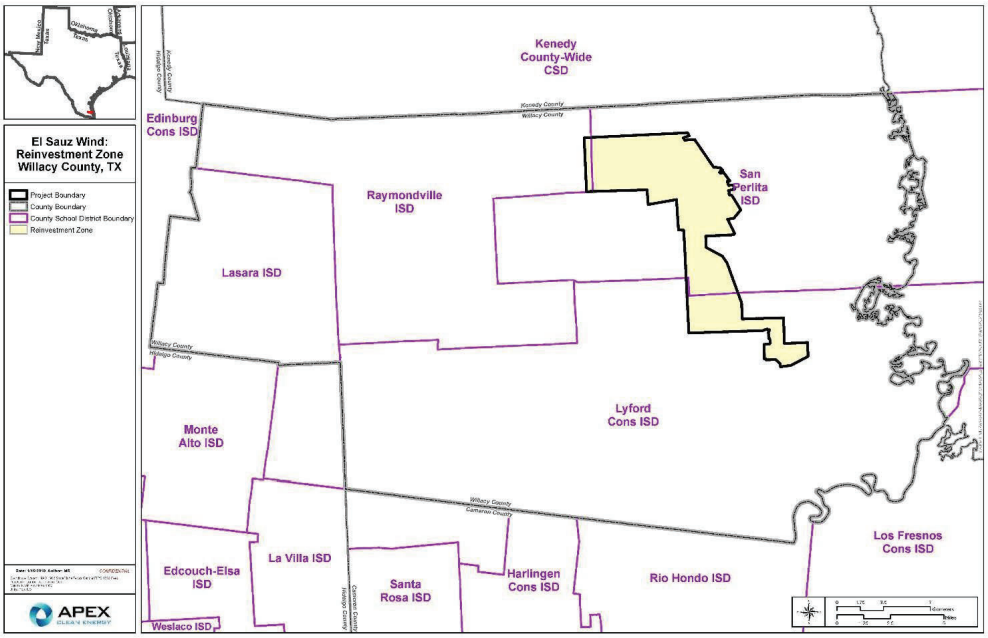
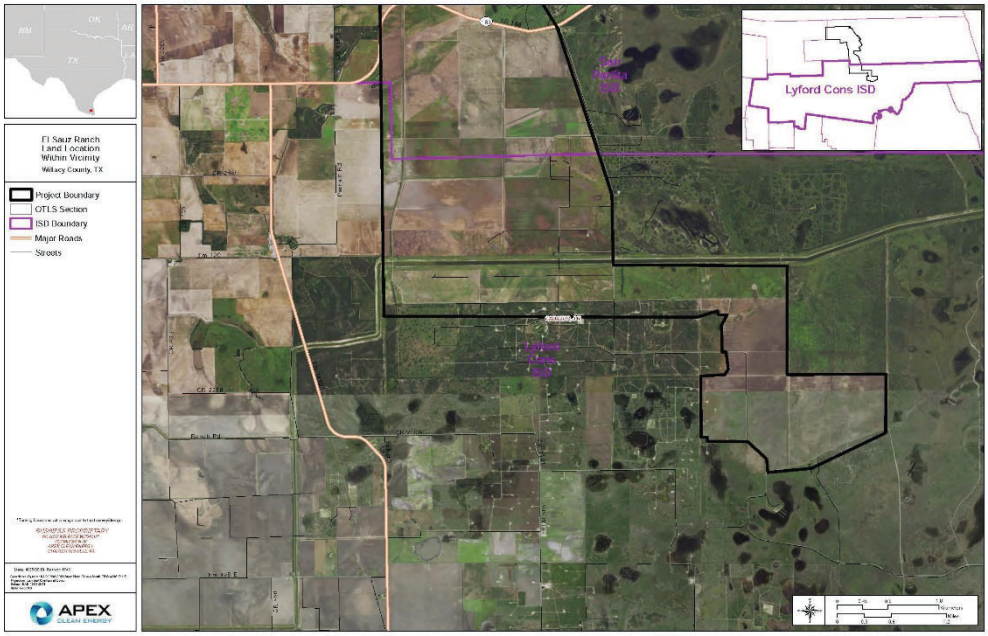

El Sauz Wind:
Reinvestment Zone
Willacy County, TX
Project Boundary
County Boundary
County School District Boundary
Reinvestment Zone
APEX
CLEAN ENERGY
Kenedy County-Wide CSD
Edinburg Cons ISD
Raymondville ISD
San Perlita ISD
Lasara ISD
Lyford Cons ISD
Monte Alto ISD
Los Fresnos Cons ISD
Edcouch-Elsa ISD
La Villa ISD
Santa Rosa ISD
Harlingen Cons ISD
Rio Hondo ISD
Weslaco ISD

EXHIBIT 1

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND



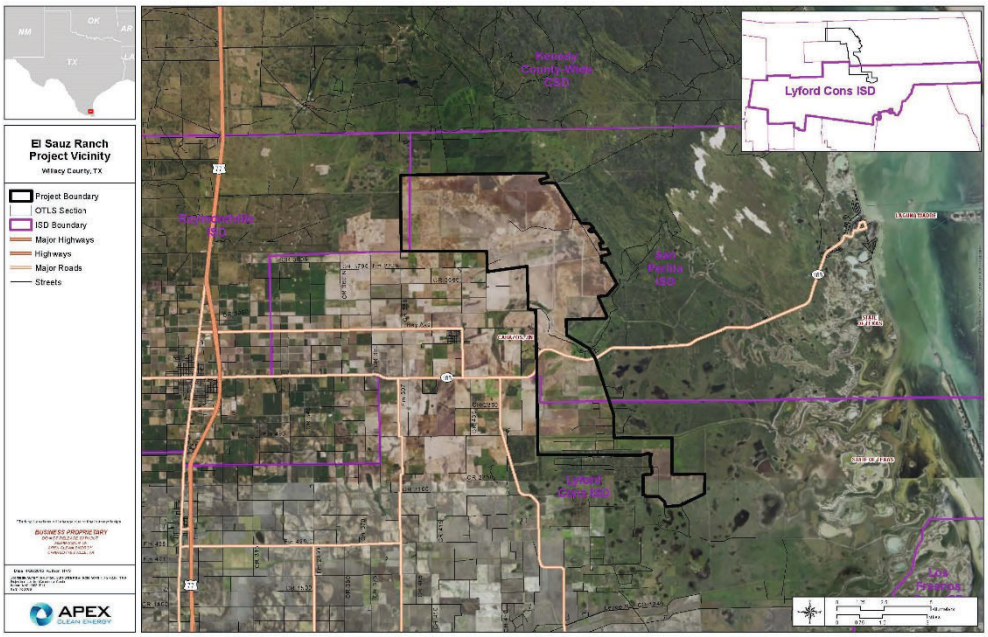

NM
OK
AR
TX
LA
El Sauz Ranch
Project Vicinity
Willacy County, TX
Project Boundary
OTLS Section
ISD Boundary
Major Highways
Highways
Major Roads
Streets
BUSINESS PROPRIETARY
APEX
CLEAN ENERGY
Kenedy County-Wide CSD
Lyford Cons ISD
Raymondville ISD
San Perlita ISD
Lyford Cons ISD
77
186
281

EXHIBIT 2

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

a. A specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code 313.021(7) (Tab 7).
The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property within Lyford CISD, which is located in Willacy County, Texas.

The property for which the Applicant is requesting an appraised value limitation shall include, but is NOT limited to, the following: up to 25 wind turbines, with a nameplate capacity of 2.82 MW wind turbines for a combined total generating capacity of approximately 300 MW; up to 25 steel reinforced concrete foundations supporting the weight of each turbine tower; up to 25 electric power transformers; underground conductor cables used to transport electricity from each turbine tower to an electrical substation; and a new electrical substation interconnected to the Ajo to Rio Hondo, 345kV transmission line located in Willacy County.

Additionally, the map provided does not represent the final location of the improvements; however, all of the improvements that make up the amount of Qualified Investment will be made within the Project Reinvestment Area as shown on Map Exhibit on Attachment 11a.

During 2019, the Applicant obtained a Reinvestment Zone designation approval from Willacy County Commissioners Court for the proposed Project area and areas of consideration.

b. A description of any new buildings proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (Tab 7).
Not Applicable. The proposed Operations and Maintenance building and electrical substation facility to be constructed will be located within the San Perlita ISD boundaries.

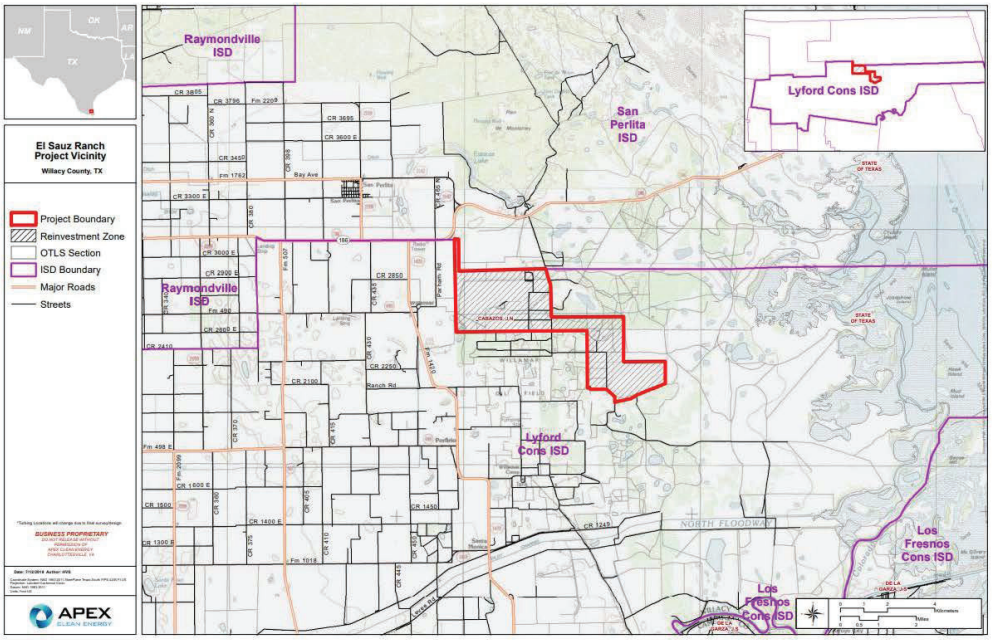

El Sauz Ranch
Project Vicinity
Willacy County, TX
Project Boundary
Reinvestment Zone
OTLS Section
ISD Boundary
Major Roads
Streets
Raymondville ISD
San Perlita ISD
Lyford Cons ISD
Los Fresnos Cons ISD
APEX
CLEAN ENERGY

EXHIBIT 3

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

El Sauz Ranch Wind, LLC plans to construct an estimated 70 MW of 300 MW wind farm located within Lyford CISD boundaries. Additional improvements of Qualified Property located within Lyford CISD boundary include:

- 25 Wind Turbines: with a nameplate capacity of 2.82 MW;
- 25 Wind Turbine Foundations;
- Several thousand feet of Transmission Collection System cable & Junction Boxes;
- Overhead Transmission and Interconnection infrastructure;
- All weather Road work sloped for drainage;

El Sauz Ranch Wind anticipates using 25 wind turbines with a nameplate capacity of 2.82 MW. Although final turbine selection and exact location of the infrastructure may change, all of equipment outlined above is expected to be located Lyford CISD boundaries. Current plans are to install turbines in one phase.

The exact placement of turbines is subject to ongoing planning, wind resource evaluation, engineering, land leasing, and turbine selection. The final number and location of turbines and supporting structures will be determined before construction begins. However, any changes in the number and location of turbines will not have a significant impact on the total investment. El Sauz Ranch Wind intends to connect to Ajo to Rio Hondo, 345kV transmission line internal to the Project, located within Lyford CISD boundaries. All of the infrastructure will remain within the project boundary and within the Reinvestment Zone. The map on Attachment 11b shows the proposed project area with the anticipated improvement locations.