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January 30, 2020

Via Hand Delivery and Electronic Mail
Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 E. 17th Street
Austin, Texas 78774

Re: Application #1384 for a Chapter 313 Value Limitation Agreement between the Sulphur Springs Independent School District and Hopkins Energy LLC

Dear Local Government Assistance and Economic Analysis Division:

The Sulphur Springs Independent School District Board of Trustees approved the enclosed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes at a duly called meeting held on January 13, 2020. Enclosed, please find a hardcopy and electronic copy of the fully executed:

- Findings of the Sulphur Springs Independent School District Board of Trustees;
- Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes By and Between the Sulphur Springs Independent School District and Hopkins Energy LLC; and
- Resolution of the Board of Trustees of the Sulphur Springs Independent School District Designating a Reinvestment Zone.

An electronic copy of the above is being provided to the Hopkins County Appraisal District by copy of this correspondence. Thank you for your attention to the foregoing. Please do not hesitate to contact me should you have any questions.

Respectfully submitted,

Rick L. Lambert

RLL;sl

cc: *Via Electronic Mail: chief@hopkinscad.com*
Ms. Cathy Singleton, Chief Appraiser, Hopkins County Appraisal District

Via Electronic Mail: mlamb@ssisd.net
Mr. Mike Lamb, Superintendent of Schools, Sulphur Springs Independent School District

Via Electronic Mail: jchristman@keatax.com
Ms. Jordan Christman, Consultant, K.E. Andrews

Via Electronic Mail: adrian.ioance@alpin-sun.de
Mr. Adrian Ioance, Authorized Representation, Alpin Sun

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

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by and between

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

and

HOPKINS ENERGY LLC

(*Texas Taxpayer ID #32063322963)*

Comptroller Application #1384

Dated

January 13, 2020

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

STATE OF TEXAS §

COUNTY OF HOPKINS §

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 **SULPHUR SPRINGS 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 **HOPKINS ENERGY LLC**, Texas Taxpayer Identification Number 32063322963, 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 June 11, 2019, the Superintendent of Schools of the Sulphur Springs 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 June 11, 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 CCGB (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 Hopkins County Appraisal District established in Hopkins County, Texas (the "Hopkins County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on September 19, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, on December 20, 2019 the Superintendent of Schools of the Sulphur Springs

Independent School District, acting as agent of the Board of Trustees of the District, extended the statutory deadline by which the District must consider the Application until September 18, 2020, and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

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 19, 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 January 13, 2020, 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 January 13, 2020, 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 December 18, 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 January 13, 2020, 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 Hopkins Energy LLC, *(Texas Taxpayer ID 32063322963)*, 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 June 11, 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 Hopkins County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Sulphur Springs Independent School District.

"Commercial Operation" means the date on which the project becomes commercially operational and placed into service.

"*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 Hopkins County, Texas.

"*District*" *or* "*School District*" means the Sulphur Springs 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 term of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rule and regulations of the agencies of the

State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the Applicable School Finance Law shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"*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 all payments, calculated under Articles IV, V, and VI of this Agreement, paid by or owed by the Applicant to the District for all previous Tax Years during the term of this Agreement.

"*Cumulative Unadjusted Tax Benefit*" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years.

"*Lost M&O Revenue*" shall have the meaning set forth in Section 4.2 of this Agreement.

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

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

"*Net Tax Benefit*" means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years

during the term of this Agreement if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

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

"*Third Party*" shall have the meaning set forth in Section 4.3 of this Agreement.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is 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 January 13, 2020.

C. The Qualifying Time Period for this Agreement:

i. Starts on January 1, 2021, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and

ii. Ends on December 31, 2022, 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 date of the commencement of Commercial Operation; 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.

E. The Final Termination Date for this Agreement is December 31, 2036, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

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

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

A. the Market Value of the Applicant's Qualified Property; or

B. Thirty Million Dollars ($30,000,000).

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 Thirty Million Dollars ($30,000,000) 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 Seven Hundred Fifty-Four Dollars ($754.00) for all New Non-Qualifying Jobs created by the Applicant.

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

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III
QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

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

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

purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

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

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject only to the limitations contained in this Agreement (including in Section 7.1 of this Agreement), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(l) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, resulting, at least in part because of or on account of, the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in this Agreement (including Section 7.1 of this Agreement), it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, to which the execution of this Agreement contributed in any manner, will be borne solely by Applicant and not by the District.

The Parties hereto expressly understand and agree that, for all Tax Years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. 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 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 only to the limitations

contained in Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, or for which this Agreement was a producing or substantial factor for each year starting in the first year of the Tax Limitation Period and ending on December 31st of the last year of the Tax Limitation Period, (the "Lost M&O Revenue)" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. Notwithstanding any other provision in this Agreement, the Lost M&O Revenue owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

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

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.

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 Section 4.2 of this Agreement, Subsection ii of this Subsection B 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 Operations Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses 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, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by 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) for any given Tax Year.

Section 4.9. DISPUTE RESOLUTION PERTAINING TO THIRD PARTY CALCULATIONS. Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may dispute 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 dispute in writing, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may further dispute the final determination, in writing, 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 from the Third Party. Applicant shall be responsible for ensuring timely submission of all payments calculated under Article IV by the Third Party owed to the District even if Applicant disputes the Third-Party calculations and is appealing the Third Party's determination. Any overage in payment as determined by the Third Party and/or Board of Trustees, if any, shall be reimbursed to the Applicant, within 30 days, upon resolution of the dispute. Any dispute by the Applicant of the final determination of calculations shall in no way limit the Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT. Notwithstanding any other provision in this Agreement, in no event shall the Lost M&O Revenue calculated for a Tax Year of this Agreement during the period from the Tax Year that includes the date on which the Limitation Period commences under this Agreement as provided in Section 2.3.D.i, and ending at

the end of the Tax Limitation Period as provided in Section 2.3.D.ii, exceed an amount equal to One Hundred Percent (100%) of the Applicant's Net Tax Benefit for such Tax Year (the Aggregate Limit). For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 4.10. Any of the Cumulative Payments which cannot be paid to the District prior to the end of the first Tax Year following the end of the Tax Limitation Period because such payment would exceed the Applicant's Net Tax Benefit under this Agreement will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

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 arising out of, through and from, the execution of this Agreement and/or related to this 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; provided, however, that all payments under Articles IV, V, and VI are subject to such limitations as are contained in Section 7.1, 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 LIMITATION. Notwithstanding the foregoing:

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

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be 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 and ending December 31 of the last year of the Tax Limitation Period (Tax Year 2031), supplemental payments shall be owed.

For each Tax Year during the Qualifying Time Period and Tax Limitation Period of this Agreement, the Supplemental Payment Amount shall not exceed 45% of the Aggregate Limit for such Tax Year. For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 6.3. Any of the Cumulative Payments which cannot be paid to the District prior to the end of the first Tax Year following the end of the Tax Limitation Period will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

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

Tax Year	Supplemental Payment Amount Owed
2021	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2022	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2023	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2024	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2025	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2026	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2027	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2028	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2029	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2030	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2031	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit

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 Payment Amount; (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 Cumulative 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. Any such designation will become effective after such public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Any designation of a successor beneficiary under this Section 6.5 shall not alter the limits on Supplemental Payments described in Sections 6.2 and 6.3, above. Notwithstanding the foregoing, any payments made by the Applicant shall be made in the manner and to the party designated in this Agreement, unless Applicant receives an unambiguous written notice from the District that such payments are to be made to a different party as provided in this Section 6.5.

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 not greater than thirty

(30) 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 thirty (30) 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 Hopkins 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 Hopkins County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

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

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the

expiration of the thirty(30) 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 Thirty Million Dollars ($30,000,000) 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. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Mr. Mike Lamb
Superintendent of Schools
Sulphur Springs Independent School District
631 Connally Street
Sulphur Springs, Texas 75482
Phone: (903) 885-2153
Fax: (903) 439-6162
Email: mlamb@ssisd.net

With Copy To:
Mr. Rick Lambert, Attorney
Powell Youngblood & Taylor, LLP
108 Wild Basin Road, Suite 100
Austin, Texas 78746
Phone: (512) 494-1177
Fax: (512) 494-1188
Email: rlambert@pyt-law.com
cc: sleung@pyt-law.com

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

Mr. Adrian Ioance
Hopkins Energy LLC
15601 Dallas Parkway, Suite 900
Addison, Texas 75001-3946
Phone: (888) 963-8033
Email: adrian.ioance@alpin-sun.de
cc: valentina.ion@alpin-sun.de

With Copy To:
Ms. Jordan Christman, Consultant
K.E. Andrews
1900 Dalrock Road
Rowlett, Texas 75088
Phone: (469) 298-1594
Email: jchristman@keatax.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.

C. A copy of any notice delivered to the Applicant shall also be delivered to any creditor for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

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

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

i. The Applicant shall submit to the District and the Comptroller:
   a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
   b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
   c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

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

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

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

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

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

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

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

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 Hopkins 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).

[*SIGNATURE PAGE TO FOLLOW*]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 13th day of January, 2020.

HOPKINS ENERGY LLC

By: _____
Adrian Ioance
Authorized Representative

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn
Board President

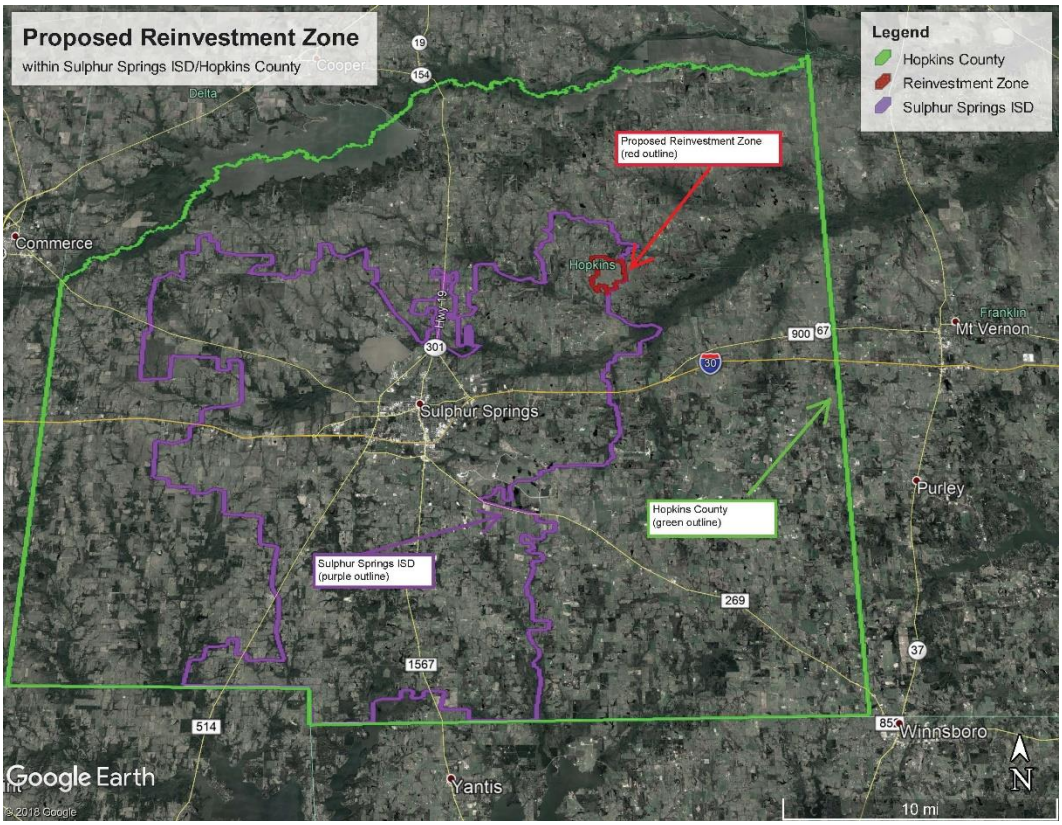
ATTEST

By: _____
Jason Dietze
Board Secretary

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

A public hearing will be conducted by the Sulphur Springs Independent School District to receive public input on a proposal to create a Reinvestment Zone for tax abatement on certain property located within Hopkins County, Texas. Specifically, the reinvestment zone consists of the parcels listed as follows:

Parcel ID	Acreage	Abstract	Tract	Survey
R000010378	67.789	ABS: 50	TR: 20-02	SUR: BARB OCELA
R000010377	73.220	ABS: 50	TR: 20-01	SUR: BARB OCELA
R000010401	76.500	ABS: 50	TR: 34	SUR: BARB OCELA
R000010362	60.000	ABS: 50	TR: 10-11	SUR: BARB OCELA
R000010403	119.500	ABS: 50	TR: 36	SUR: BARB OCELA
R000019079	326.600	ABS: 709	TR: 1	SUR: NEELY M S
R000028553	72.640	ABS: 50	TR: 20-05	SUR: BARB OCELA


Proposed Reinvestment Zone
within Sulphur Springs ISD/Hopkins County
Legend
Hopkins County
Reinvestment Zone
Sulphur Springs ISD
Proposed Reinvestment Zone (red outline)
Hopkins County (green outline)
Sulphur Springs ISD (purple outline)
Commerce
Hopkins
Sulphur Springs
Franklin
Mt Vernon
Purley
Winnsboro
Yantis
Delta
Cooper
Google Earth
© 2018 Google
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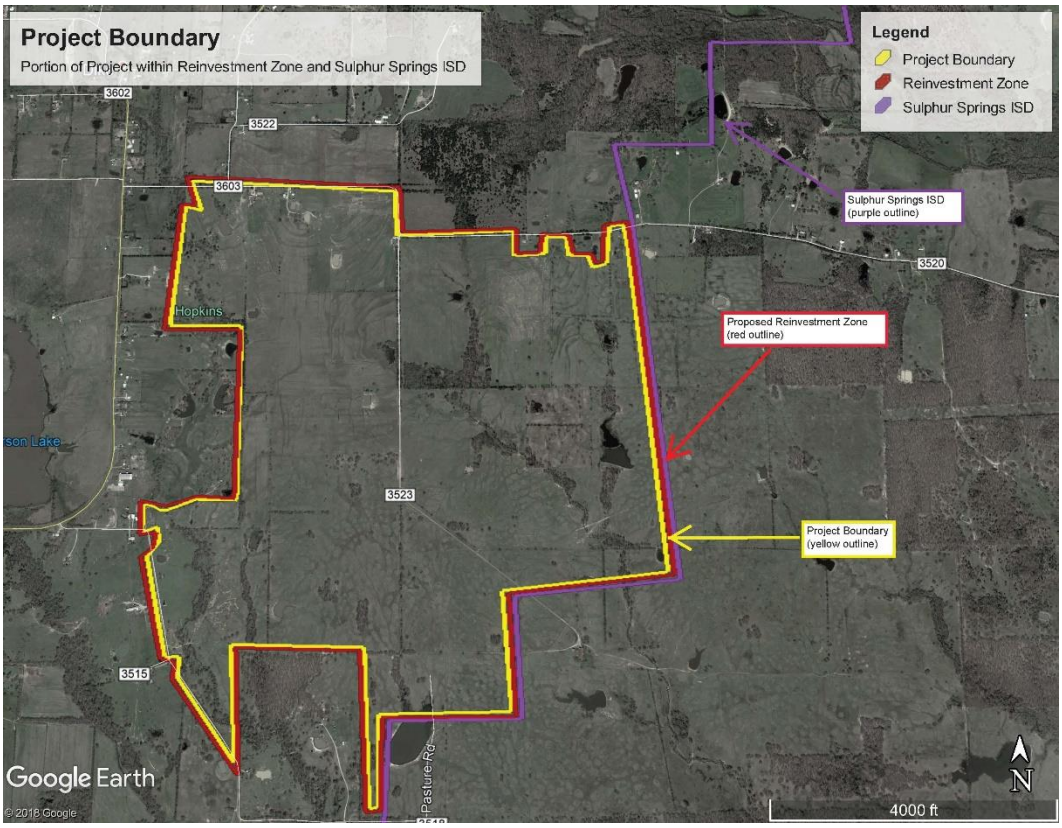
Project Boundary
Portion of Project within Reinvestment Zone and Sulphur Springs ISD
Legend
Project Boundary
Reinvestment Zone
Sulphur Springs ISD
Sulphur Springs ISD (purple outline)
Proposed Reinvestment Zone (red outline)
Project Boundary (yellow outline)
Hopkins
Google Earth
© 2018 Google
4000 ft
N

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
§
COUNTY OF HOPKINS §

A RESOLUTION DESIGNATING A REINVESTMENT ZONE IN CONNECTION WITH AN ECONOMIC DEVELOPMENT AGREEMENT UNDER CHAPTER 313 OF THE TEXAS TAX CODE, SUCH REINVESTMENT ZONE LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT, HOPKINS COUNTY, TEXAS, TO BE KNOWN AS THE "HOPKINS ENERGY LLC REINVESTMENT ZONE #2"; ESTABLISHING THE BOUNDARIES THEREOF IN CONNECTION WITH AN APPLICATION FOR VALUE LIMITATION AGREEMENT FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES UNDER CHAPTER 313 OF THE TEXAS TAX CODE SUBMITTED BY HOPKINS ENERGY LLC (TAXPAYER I.D. 32063322963), COMPTROLLER APPLICATION #1384:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Sulphur Springs Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, a public hearing is required by Chapter 312 of the TEXAS TAX CODE prior to approval of a reinvestment zone; and,

WHEREAS, the District caused to be published in a newspaper of general circulation in Hopkins County, Texas timely notice of a public hearing regarding the possible designation of the area described in the attached **EXHIBIT 1** as a reinvestment zone, for the purpose of authorizing an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE; and,

WHEREAS, on December 19, 2019, the District's Board of Trustees held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached **EXHIBIT 1**; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE with Hopkins Energy LLC (Texas Taxpayer I.D. No. 32063322963); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Hopkins County, Texas to be known as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2," as shown on the attached **EXHIBIT 1**.

NOW THEREFORE, BE IT RESOLVED BY THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone;

(b) That the boundaries of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the description attached hereto as **EXHIBIT 1**;

(c) That creation of the boundaries as described in **EXHIBIT 1** will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" described in **EXHIBIT 1** meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE § 312.0025, encompassing the area described by the descriptions in **EXHIBIT 1**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2."

SECTION 4. That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was

published in newspapers of general circulation in the Sulphur Springs Independent School District, Hopkins County, Texas; and that, furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this 13th day of January, 2020.

SULPHUR SPRINGS
INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn, President
Board of Trustees

ATTEST:

By: _____
Jason Dietze, Secretary
Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

A public hearing will be conducted by the Sulphur Springs Independent School District to receive public input on a proposal to create a Reinvestment Zone for tax abatement on certain property located within Hopkins County, Texas. Specifically, the reinvestment zone consists of the parcels listed as follows:

Parcel ID	Acreage	Abstract	Tract	Survey
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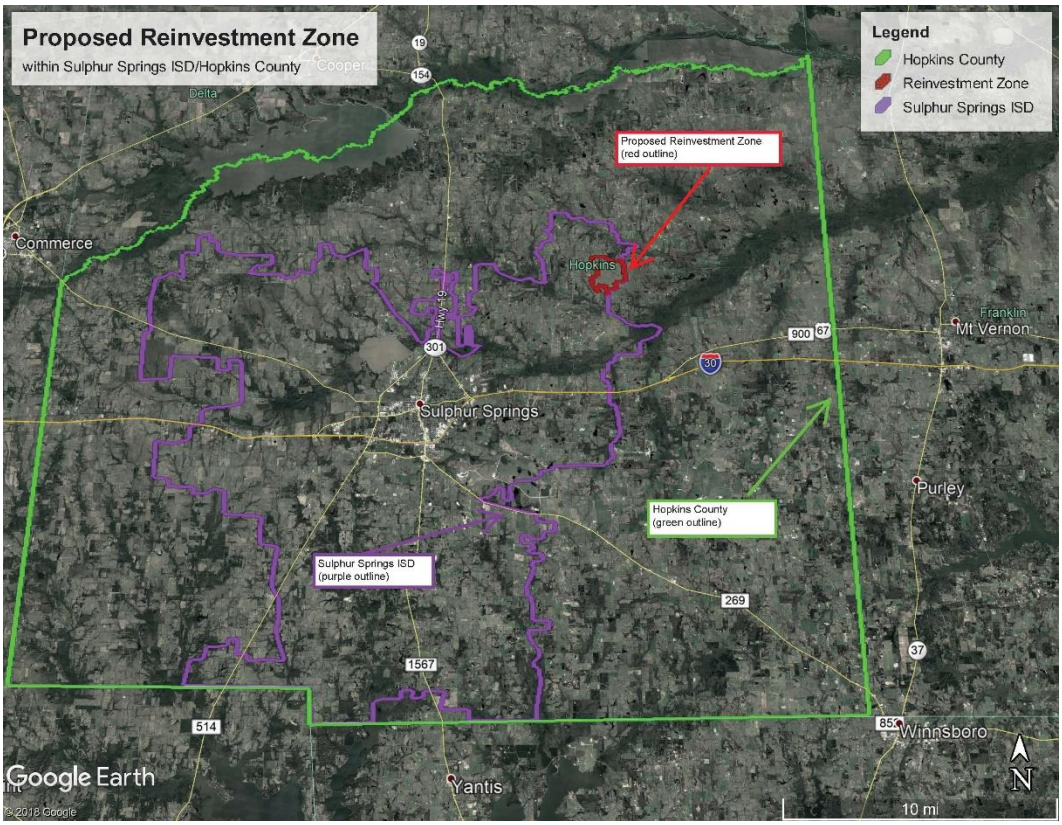
R000010377	73.220	ABS: 50	TR: 20-01	SUR: BARB OCELA
R000010401	76.500	ABS: 50	TR: 34	SUR: BARB OCELA
R000010362	60.000	ABS: 50	TR: 10-11	SUR: BARB OCELA
R000010403	119.500	ABS: 50	TR: 36	SUR: BARB OCELA
R000019079	326.600	ABS: 709	TR: 1	SUR: NEELY M S
R000028553	72.640	ABS: 50	TR: 20-05	SUR: BARB OCELA


Proposed Reinvestment Zone
within Sulphur Springs ISD/Hopkins County
Legend
Hopkins County
Reinvestment Zone
Sulphur Springs ISD
Proposed Reinvestment Zone (red outline)
Hopkins County (green outline)
Sulphur Springs ISD (purple outline)
Commerce
Cooper
Delta
Hopkins
Sulphur Springs
Franklin
Mt Vernon
Purley
Winnsboro
Yantis
Google Earth
© 2018 Google
10 mi
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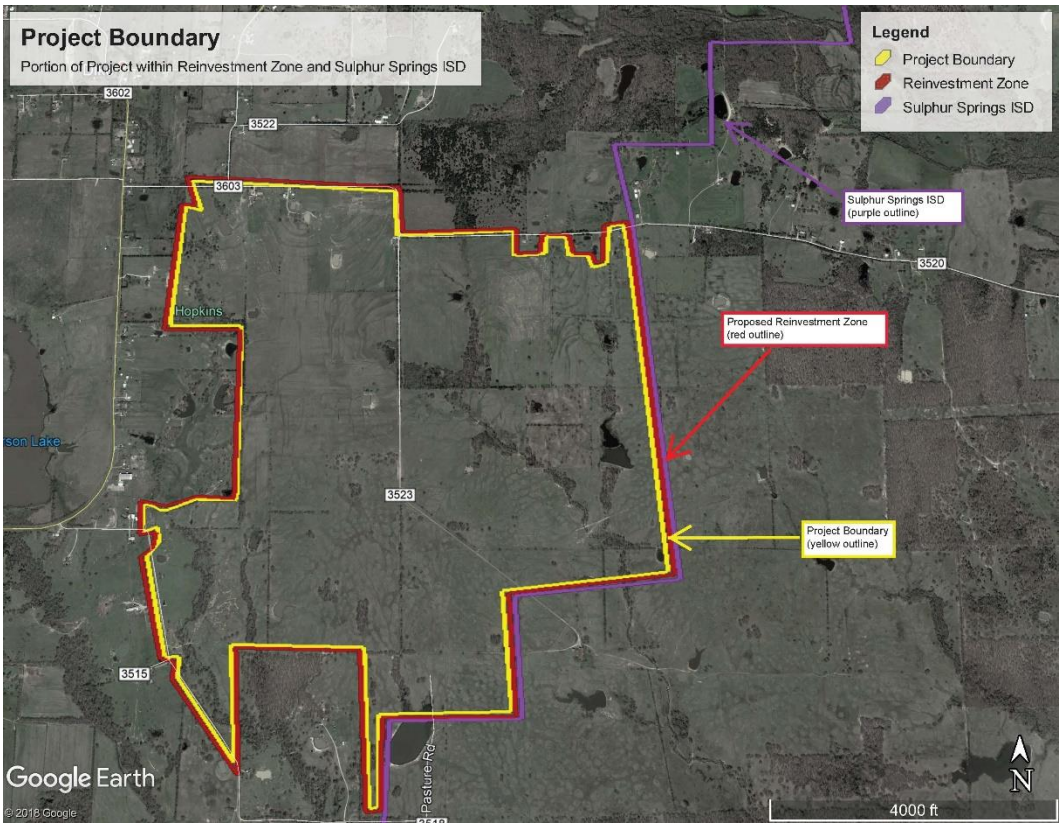
Project Boundary
Portion of Project within Reinvestment Zone and Sulphur Springs ISD
Legend
Project Boundary
Reinvestment Zone
Sulphur Springs ISD
Sulphur Springs ISD (purple outline)
Proposed Reinvestment Zone (red outline)
Project Boundary (yellow outline)
Hopkins
Google Earth
© 2018 Google
4000 ft
N

EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND

Not Applicable.

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

Hopkins Energy LLC is a proposed solar electric generating facility anticipated to be established in Hopkins County, Texas. The facility, which will encompass approximately 1,184 acres in Sulphur Springs ISD will be located in the northeastern portion of the county. Hopkins Energy LLC will be located in two different school districts with 40% of the project being located in Sulphur Springs ISD. The maps below further define the location of the facility.

128 MW-AC of capacity, 650,000 photovoltaic panels, and 56 central inverters of Hopkins Energy LLC will be located within Sulphur Springs ISD.

Hopkins Energy LLC requests that this application includes but is not limited to the following components of this project:

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

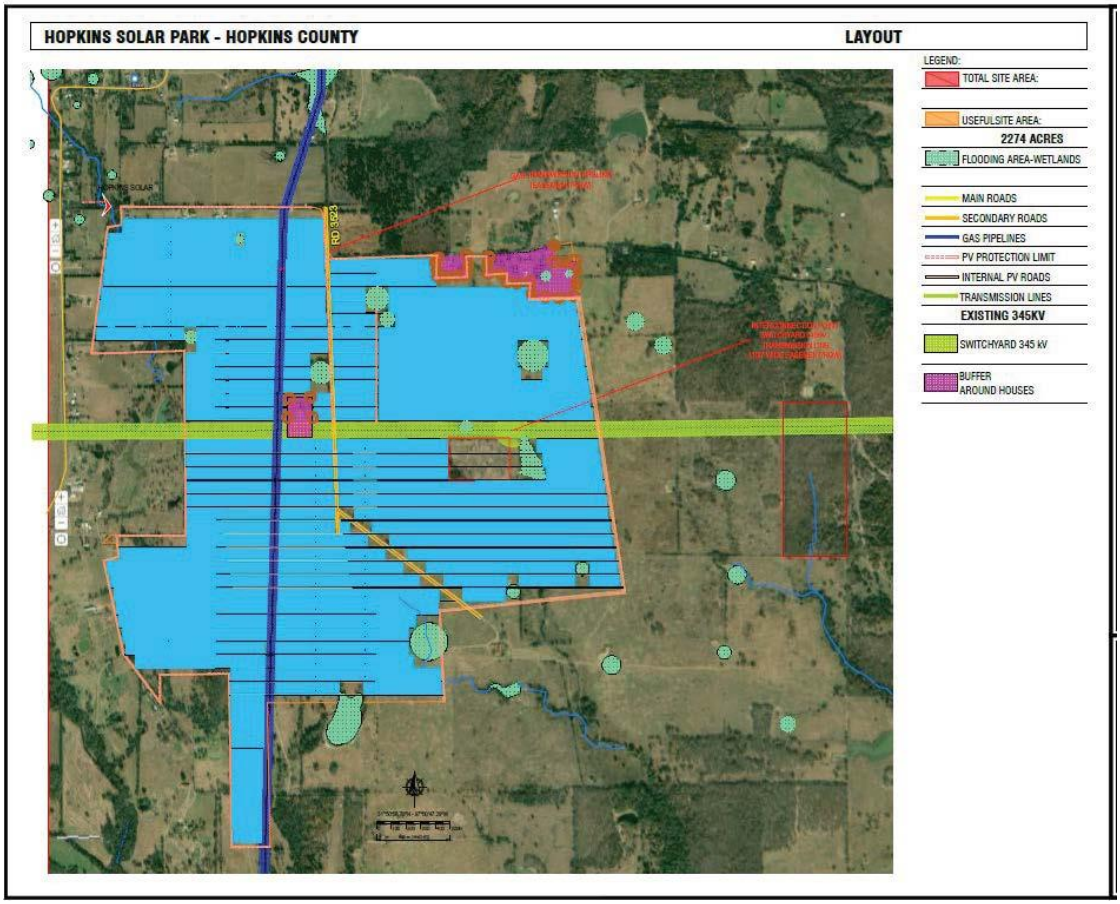

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

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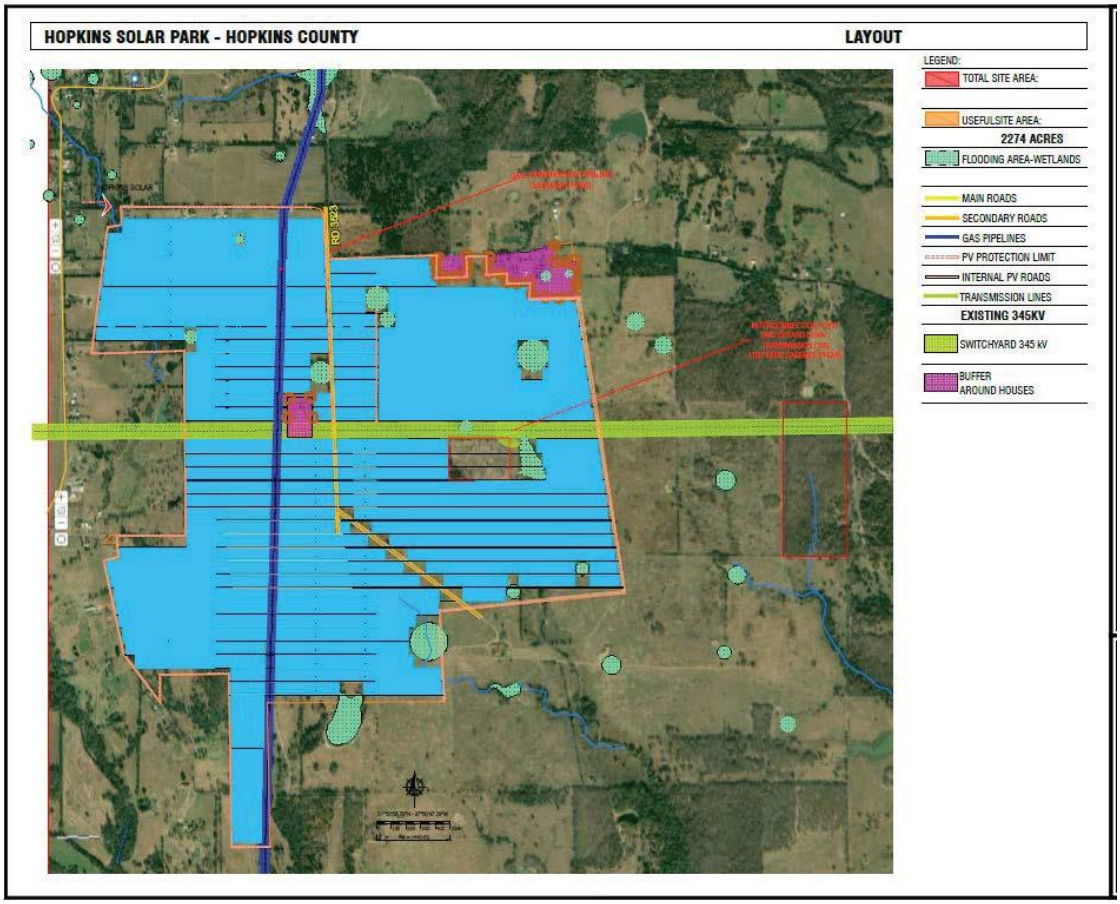

EXHIBIT 5
AGREEMENT SCHEDULE

	Agreement Year	School Year	Tax Year	Date of Appraisal	Summary Description
Qualifying Time	QTP1	2021 – 2022	2021	January 1, 2021	No Limitation
Limitation Period (10 Years)	QTP2 / L1	2022 – 2023	2022	January 1, 2022	$30M Limitation
	L2	2023 – 2024	2023	January 1, 2023	$30M Limitation
	L3	2024 – 2025	2024	January 1, 2024	$30M Limitation
	L4	2025 – 2026	2025	January 1, 2025	$30M Limitation
	L5	2026 – 2027	2026	January 1, 2026	$30M Limitation
	L6	2027 – 2028	2027	January 1, 2027	$30M Limitation
	L7	2028 – 2029	2028	January 1, 2028	$30M Limitation
	L8	2029 – 2030	2029	January 1, 2029	$30M Limitation
	L9	2030 – 2031	2030	January 1, 2030	$30M Limitation
	L10	2031 – 2032	2031	January 1, 2031	$30M Limitation
Maintain Viable Presence (5 Years)	MVP1	2032 – 2033	2032	January 1, 2032	No Limitation
	MVP2	2033 – 2034	2033	January 1, 2033	No Limitation
	MVP3	2034 – 2035	2034	January 1, 2034	No Limitation
	MVP4	2035 – 2036	2035	January 1, 2035	No Limitation
	MVP5	2036 – 2037	2036	January 1, 2036	No Limitation

FINDINGS
OF THE

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY

HOPKINS ENERGY, LLC
TEXAS TAXPAYER ID #32063322963
APPLICATION #1384

January 13, 2020

FINDINGS OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY HOPKINS ENERGY LLC

STATE OF TEXAS §
§
COUNTY OF HOPKINS §

On the 13th day of January, 2020, a public meeting of the Board of Trustees of the Sulphur Springs 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 Hopkins Energy LLC (Application #1384) 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 at a public hearing on December 19, 2019. 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 Sulphur Springs Independent School District makes the following findings with respect to the Application of Hopkins Energy LLC #1384, and the economic impact of that Application:

On June 11, 2019, the Superintendent of Schools of the Sulphur Springs Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from Hopkins Energy LLC #1384 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=1384

The Applicant, Hopkins Energy LLC (Taxpayer ID 32063322963) ("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 Hopkins 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 19, 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 Sulphur Springs Independent School District. A copy of a report prepared by Education Service Center, Region 12 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 the taxable value of property in the Sulphur Springs 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/auto-data/PT2/PVS/2018F/1121129011D.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 Sulphur Springs Independent School District is $96,000,000—all 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 $42,529 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 $96 million on the basis of the one (1) new qualifying position committed to by the Applicant for this project. The project's total investment is $96,000,000, resulting in a relative level of investment per qualifying job of $96,000,000.**

Board Finding Number 5.

> **The Applicant has requested a waiver of the job creation requirement under Section 313.25(f-1), Texas Tax Code, and the Board finds such waiver request should be granted. The Board notes that the number of jobs proposed for this project (1 job) is consistent with industry standards in the solar 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 No. 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 Hopkins Energy LLC (modeled)

	Employment			Personal Income		
Year	**Direct**	**Indirect + Induced**	**Total**	**Direct**	**Indirect + Induced**	**Total**
2020	180	214	394	$ 7,655,274	$ 19,344,726	$ 27,000,000
2021	180	223	403	$ 7,655,274	$ 23,344,726	$ 31,000,000
2022	1	27	28	$ 42,529	$ 5,957,471	$ 6,000,000
2023	1	11	12	$ 42,529	$ 3,957,471	$ 4,000,000
2024	1	(4)	-3	$ 42,529	$ 1,957,471	$ 2,000,000
2025	1	(10)	-9	$ 42,529	$ 957,471	$ 1,000,000
2026	1	(11)	-10	$ 42,529	-$ 42,529	$ 0
2027	1	(10)	-9	$ 42,529	-$ 42,529	$ 0
2028	1	(7)	-6	$ 42,529	-$ 42,529	$ 0
2029	1	(4)	-3	$ 42,529	-$ 42,529	$ 0
2030	1	(l)	0	$ 42,529	-$ 42,529	$ 0
2031	1	l	2	$ 42,529	$ 957,471	$ 1,000,000
2032	1	3	4	$ 42,529	$ 957,471	$ 1,000,000
2033	1	5	6	$ 42,529	$ 957,471	$ 1,000 000
2034	1	5	6	$ 42,529	$ 957,471	$ 1,000,000
2035	1	6	7	$ 42,529	$ 957,471	$ 1,000,000
2036	1	6	7	$ 42,529	$ 957,471	$ 1,000,000

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Hopkins County, with all property tax incentives sought being granted using estimated market value from the Application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county. The difference noted in the last line is the difference between Table 3 and Table 4:

Table 4—Estimated Direct Ad Valorem Taxes with All Property Tax Incentives Sought

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	SSISD I&S Tax Levy	SSISD M&O Tax Levy	SSISD M&O and I&S Tax Levies	Hopkins County Tax Levy	Hopkins Co. Mem. Hosp. Tax Levy	Estimated Total Property Taxes
		Tax Rate[1]	**0.3105**	**0.9700**		**0.6249**	**0.2500**	
2021	$ 21,000,000	$ 21,000 ,000	$ 65,201	$ 203,700	$ 268,901	$ 131,227	$ 52,500	$ 452,628
2022	$ 96,490,000	$ 30,000,000	$ 299,582	$ 291,000	$ 590,582	$ 120,592	$ 48,245	$ 759,419
2023	$ 86,880,000	$ 30,000,000	$ 269,745	$ 291,000	$ 560,745	$ 108,581	$ 43,440	$ 712,766
2024	$ 77,270,000	$ 30,000,000	$ 239,908	$ 291,000	$ 530,908	$ 96,571	$ 38,635	$ 666,114
2025	$ 67,660,000	$ 30,000,000	$ 210,071	$ 291,000	$ 501,071	$ 84,560	$ 33,830	$ 619,461
2026	$ 58,050,000	$ 30,000,000	$ 180,234	$ 291,000	$ 471,234	$ 72,550	$ 29,025	$ 572,809
2027	$ 48,440,000	$ 30,000,000	$ 150,397	$ 291,000	$ 441,397	$ 60,540	$ 24,220	$ 526,156
2028	$ 38,830,000	$ 30,000,000	$ 120,559	$ 291,000	$ 411,559	$ 48,529	$ 19,415	$ 479,503
2029	$ 29,220,000	$ 29,220,000	$ 90,722	$ 283,434	$ 374,156	$ 36,519	$ 14,610	$ 425,285
2030	$ 19,610,000	$ 19,610,000	$ 60,885	$ 190,217	$ 251,102	$ 24,508	$ 9,805	$ 285,415
2031	$ 19,600,000	$ 19,600,000	$ 60,854	$ 190,120	$ 250,974	$ 24,496	$ 9,800	$ 285,270
2032	$ 19,590,000	$ 19,590,000	$ 60,823	$ 190,023	$ 250,846	$ 122,416	$ 48,975	$ 422,237
2033	$ 19,580,000	$ 19,580,000	$ 60,792	$ 189,926	$ 250,718	$ 122,354	$ 48,950	$ 422,022
2034	$ 19,570,000	$ 19,570,000	$ 60,761	$ 189,829	$ 250,590	$ 122.291	$ 48,925	$ 421,806
2035	$ 19,560,000	$ 19,560,000	$ 60,730	$ 189,732	$ 250,462	$ 122,229	$ 48,900	$ 421,591
2036	$ 19,550,000	$ 19,550,000	$ 60,699	$ 189,635	$ 250,334	$ 122,166	$ 48,875	$ 421,375
		Total	**$ 2,051,962**	**$ 3,853,616**	**$ 5,905,578**	**$ 1,420,130**	**$ 568,150**	**$ 7,893,858**
		Diff	**$ 0**	**$ 2,557,114**	**$ 2,557,114**	**$ 2,709,782**	**$ 1,084,100**	**$ 6,350,996**

Assumes School Value Limitation and Tax Abatements with the County.
Source: CPA, Hopkins Energy LLC
[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.

Table 3—Estimated Direct Ad Valorem Taxes without Property Tax Incentives

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	SSISD I&S Tax Levy	SSISD M&O Tax Levy	SSISD M&O and I&S Tax Levies	Hopkins County Tax Levy	Hopkins Co. Hosp. Distr. Tax Levy	Estimated Total Property Taxes
		Tax Rate[1]	**0.3105**	**1.0400**		**0.6249**	**0.2500**	
2021	$ 21,000,000	$ 21,000,000	$ 65,201	$ 203,700	$ 268,901	$ 131,227	$ 52,500	$ 452,628
2022	$ 96,490,000	$ 96,490,000	$ 299,582	$ 935,953	$ 1,235,535	$ 602,958	$ 241,225	$ 2,079,718
2023	$ 86,880,000	$ 86,880,000	$ 269,745	$ 842,736	$ 1,112,481	$ 542,906	$ 217,200	$ 1,872,587
2024	$ 77,270,000	$ 77,270,000	$ 239,908	$ 749,519	$ 989,427	$ 482,854	$ 193,175	$ 1,665,456
2025	$ 67,660,000	$ 67,660,000	$ 210,071	$ 656,302	$ 866,373	$ 422,802	$ 169,150	$ 1,458,325
2026	$ 58,050,000	$ 58,050,000	$ 180,234	$ 563,085	$ 743,319	$ 362,750	$ 145,125	$ 1,251,193
2027	$ 48,440,000	$ 48,440,000	$ 150,397	$ 469,868	$ 620,265	$ 302,698	$ 121,100	$ 1,044,062
2028	$ 38,830,000	$ 38,830,000	$ 120,559	$ 376,651	$ 497,210	$ 242,646	$ 97,075	$ 836,931
2029	$ 29,220,000	$ 29,220,000	$ 90,722	$ 283,434	$ 374,156	$ 182,593	$ 73,050	$ 629,800
2030	$ 19,610,000	$ 19,610,000	$ 60,885	$ 190,217	$ 251,102	$ 122,541	$ 49,025	$ 422,668
2031	$ 19,600,000	$ 19,600,000	$ 60,854	$ 190,120	$ 250,974	$ 122,479	$ 49,000	$ 422,453
2032	$ 19,590,000	$ 19,590,000	$ 60,823	$ 190,023	$ 250,846	$ 122,416	$ 48,975	$ 422,237
2033	$ 19,580,000	$ 19,580,000	$ 60,792	$ 189,926	$ 250,718	$ 122,354	$ 48,950	$ 422,022
2034	$ 19,570,000	$ 19,570,000	$ 60,761	$ 189,829	$ 250,590	$ 122,291	$ 48,925	$ 421,806
2035	$ 19,560,000	$ 19,560,000	$ 60,730	$ 189,732	$ 250,462	$ 122,229	$ 48,900	$ 421,591
2036	$ 19,550,000	$ 19,550,000	$ 60,699	$ 189,635	$ 250,334	$ 122,166	$ 48,875	$ 421,375
		Total	**$ 2,051,962**	**$ 6,410,730**	**$ 8,462,692**	**$ 4,129,911**	**$ 1,652,250**	**$ 14,244,854**

Source: CPA, Hopkins Energy LLC
[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 Comptroller's 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	2017	$ 0	$ 0	$ 0	$ 0
	2018	$ 0	$ 0	$ 0	$ 0
	2019	$ 203,700	$ 203,700	$ 0	$ 0
Limitation Period (10 Years)	2020	$ 291,000	$ 494,700	$ 644,953	$ 644,953
	2021	$ 291,000	$ 785,700	$ 551,736	$ 1,196,689
	2022	$ 291,000	$ 1,076,700	$ 458,519	$ 1,655,208
	2023	$ 291,000	$ 1,367,700	$ 365,302	$ 2,020,510
	2024	$ 291,000	$ 1,658,700	$ 272,085	$ 2,292,595
	2025	$ 291,000	$ 1,949,700	$ 178,868	$ 2,471,463
	2026	$ 291,000	$ 2,240,700	$ 85,651	$ 2,557,114
	2027	$ 283,434	$ 2,524,134	$ 0	$ 2,557,114
	2028	$ 190,217	$ 2,714,351	$ 0	$ 2,557,114
	2029	$ 190,120	$ 2,904,471	$ 0	$ 2,557,114
Maintain Viable Presence (5 Years)	2030	$ 190,023	$ 3,094,494	$ 0	$ 2,557,114
	2031	$ 189,926	$ 3,284,420	$ 0	$ 2,557,114
	2032	$ 189,829	$ 3,474,249	$ 0	$ 2,557,114
	2033	$ 189,732	$ 3,663,981	$ 0	$ 2,557,114
	2034	$ 189,635	$ 3,853,616	$ 0	$ 2,557,114
Additional Years as Required by § 313.026(c)(1) (10 Years)	2035	$ 189,538	$ 4,043,154	$ 0	$ 2,557,114
	2036	$ 189,441	$ 4,232,595	$ 0	$ 2,557,114
	2037	$ 189,344	$ 4,421,939	$ 0	$ 2,557,114
	2038	$ 189,247	$ 4,611,186	$ 0	$ 2,557,114
	2039	$ 189,150	$ 4,800,336	$ 0	$ 2,557,114
	2040	$ 189,053	$ 4,989,389	$ 0	$ 2,557,114
	2041	$ 188,956	$ 5,178,345	$ 0	$ 2,557,114
	2042	$ 188,859	$ 5,367,204	$ 0	$ 2,557,114
	2043	$ 188,762	$ 5,555,966	$ 0	$ 2,557,114
	2044	$ 188,665	$ 5,744,631	$ 0	$ 2,557,114

$ 5,744,631	is greater than	**$ 2,557,114**

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. Hopkins Energy LLC is a solar energy project managed by global renewable energy company, Alpin Sun.

II. Per Hopkins Energy LLC (an affiliate of Alpin Sun) in Tab 5 of their Application for a Limitation on Appraised Value:

A. "Due to the global nature of Alpine [*sic*] Sun, there are locations across the world and other parts of the United States being evaluated for the establishment of this solar facility. Other locations within the United States being evaluated for the establishment site include Pennsylvania and Oklahoma. In the even a 313 agreement is not permitted, Alpin Sun will reallocate the capital for this project to another location more financially viable for solar development."

B. "With property tax liabilities composing a substantial ongoing cost of operation that directly impacts the rate of return on the investment, without the 313 Value Limitation tax incentive, the economics of this project could be less competitive with other capital-intensive projects and the viability of the proposed project becomes uncertain. Receiving a value limitation agreement under Chapter 313 results in significant annual operating cost savings which would incentivize Alpin Sun to invest capital in the proposed project rather than making an alternative investment."

III. According to the *KSST Radio* on June 12, 2019, "The proposed Hopkins Energy LLC project would encompass 2,962 acres in northeastern Hopkins County and be a 320 MW-AC solar electric generating facility, with 1,625,000 photovoltaic panels, and 140 central inverters. Of those, an estimated 1,184 acres is expected to be in Sulphur Springs ISD; that would include 128 MW of capacity, 650,000 photovoltaic panels and 56 central inverters in SSISD. The rest would be located on land with Sulphur Bluff ISD."

IV. Also, according to *KSST Radio* in a separate article, "A nearly $240 million solar project is one step closer to being located in northeastern Hopkins County. The Dike location is one of many international company [*sic*] Alpin Sun is considering in the United States. The proposed solar energy project which would span 2,962 acres, with 40 percent in SSISD and 60 percent or an estimated 1,777 acres within SBISD."

V. Supplemental information provided by the Applicant stated the following:

A. In ERCOT's records the project is known as Hopkins Solar.

B. The project received the IGNR number from ERCOT, 20INR0210 on November 20, 2018.

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 Sulphur Springs Independent School District hired consultants to review and verify the information in Application #1384. 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 $30 Million Dollars ($30,000,000), which is consistent with the minimum values currently set out by Texas Tax Code § 313.027(b).

Board Finding Number 14.

The Applicant (Taxpayer ID 32063322963) 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.

[*Signature Page to Follow*]

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 Sulphur Springs 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 Sulphur Springs Independent School District.

Dated the 13th day of January, 2020.

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn
President, Board of Trustees

ATTEST:

By: _____
Jason Dietze
Secretary, Board of Trustees

Findings and Order of the Sulphur Springs Independent School District
Board of Trustees under the Texas Economic Development Act on the Application
Submitted by Hopkins Energy LLC (Tax ID 32063322963) (Application #1384)

EXHIBIT A

Comptroller's Economic Impact Analysis

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

September 19, 2019

Michael Lamb
Superintendent
Sulphur Springs Independent School District
631 Connally Street
Sulphur Springs, Texas 75482

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sulphur Springs Independent School District and Hopkins Energy, LLC, Application 1384

Dear Superintendent Lamb:

On July 31, 2019, the Comptroller issued written notice that Hopkins Energy, LLC (applicant) submitted a completed application (Application 1384) for a limitation on appraised value under the provisions of Tax Code Chapter 313.[1] This application was originally submitted on June 11, 2019, to the Sulphur Springs 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 1384.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

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

Note that any building or improvement existing as of the application review start date of 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 Hopkins Energy, LLC (project) applying to Sulphur Springs 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 Hopkins Energy, LLC.

Applicant	Hopkins Energy, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Sulphur Springs ISD
2017-2018 Average Daily Attendance	4,018
County	Hopkins
Proposed Total Investment in District	$96,000,000
Proposed Qualified Investment	$96,000,000
Limitation Amount	$30,000,000
Qualifying Time Period (Full Years)	2021-2022
Number of new qualifying jobs committed to by applicant	1*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	$818
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	$818
Minimum annual wage committed to by applicant for qualified jobs	$42,529
Minimum weekly wage required for non-qualifying jobs	$754
Minimum annual wage required for non-qualifying jobs	$39,209
Investment per Qualifying Job	$96,000,000
Estimated M&O levy without any limit (15 years)	$6,410,730
Estimated M&O levy with Limitation (15 years)	$3,853,616
Estimated gross M&O tax benefit (15 years)	$2,557,114

** 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 Hopkins Energy, LLC (modeled).

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2020	180	214	394	$7,655,274	$19,344,726	$27,000,000
2021	180	223	403	$7,655,274	$23,344,726	$31,000,000
2022	1	27	28	$42,529	$5,957,471	$6,000,000
2023	1	11	12	$42,529	$3,957,471	$4,000,000
2024	1	(4)	-3	$42,529	$1,957,471	$2,000,000
2025	1	(10)	-9	$42,529	$957,471	$1,000,000
2026	1	(11)	-10	$42,529	-$42,529	$0
2027	1	(10)	-9	$42,529	-$42,529	$0
2028	1	(7)	-6	$42,529	-$42,529	$0
2029	1	(4)	-3	$42,529	-$42,529	$0
2030	1	(1)	0	$42,529	-$42,529	$0
2031	1	1	2	$42,529	$957,471	$1,000,000
2032	1	3	4	$42,529	$957,471	$1,000,000
2033	1	5	6	$42,529	$957,471	$1,000,000
2034	1	5	6	$42,529	$957,471	$1,000,000
2035	1	6	7	$42,529	$957,471	$1,000,000
2036	1	6	7	$42,529	$957,471	$1,000,000

Source: CPA REMI, Hopkins Energy, 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		Sulphur Springs ISD I&S Tax Levy	Sulphur Springs ISD M&O Tax Levy	Sulphur Springs M&O and I&S Tax Levies	Hopkins County Tax Levy	Hopkins Co. Mem. Hosp. Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.3105**	**0.9700**		**0.6249**	**0.2500**	
2021	$21,000,000	$21,000,000		$65,201	$203,700	$268,901	$131,227	$52,500	$452,628
2022	$96,490,000	$96,490,000		$299,582	$935,953	$1,235,535	$602,958	$241,225	$2,079,718
2023	$86,880,000	$86,880,000		$269,745	$842,736	$1,112,481	$542,906	$217,200	$1,872,587
2024	$77,270,000	$77,270,000		$239,908	$749,519	$989,427	$482,854	$193,175	$1,665,456
2025	$67,660,000	$67,660,000		$210,071	$656,302	$866,373	$422,802	$169,150	$1,458,325
2026	$58,050,000	$58,050,000		$180,234	$563,085	$743,319	$362,750	$145,125	$1,251,193
2027	$48,440,000	$48,440,000		$150,397	$469,868	$620,265	$302,698	$121,100	$1,044,062
2028	$38,830,000	$38,830,000		$120,559	$376,651	$497,210	$242,646	$97,075	$836,931
2029	$29,220,000	$29,220,000		$90,722	$283,434	$374,156	$182,593	$73,050	$629,800
2030	$19,610,000	$19,610,000		$60,885	$190,217	$251,102	$122,541	$49,025	$422,668
2031	$19,600,000	$19,600,000		$60,854	$190,120	$250,974	$122,479	$49,000	$422,453
2032	$19,590,000	$19,590,000		$60,823	$190,023	$250,846	$122,416	$48,975	$422,237
2033	$19,580,000	$19,580,000		$60,792	$189,926	$250,718	$122,354	$48,950	$422,022
2034	$19,570,000	$19,570,000		$60,761	$189,829	$250,590	$122,291	$48,925	$421,806
2035	$19,560,000	$19,560,000		$60,730	$189,732	$250,462	$122,229	$48,900	$421,591
2036	$19,550,000	$19,550,000		$60,699	$189,635	$250,334	$122,166	$48,875	$421,375
			Total	**$2,051,962**	**$6,410,730**	**$8,462,692**	**$4,129,911**	**$1,652,250**	**$14,244,854**

Source: CPA, Hopkins Energy, LLC
*Tax Rate per $100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Hopkins 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		Sulphur Springs ISD I&S Tax Levy	Sulphur Springs ISD M&O Tax Levy	Sulphur Springs M&O and I&S Tax Levies	Hopkins County Tax Levy	Hopkins Co. Mem. Hosp. Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.3105**	**0.9700**		**0.6249**	**0.2500**	
2021	$21,000,000	$21,000,000		$65,201	$203,700	$268,901	$131,227	$52,500	$452,628
2022	$96,490,000	$30,000,000		$299,582	$291,000	$590,582	$120,592	$48,245	$759,419
2023	$86,880,000	$30,000,000		$269,745	$291,000	$560,745	$108,581	$43,440	$712,766
2024	$77,270,000	$30,000,000		$239,908	$291,000	$530,908	$96,571	$38,635	$666,114
2025	$67,660,000	$30,000,000		$210,071	$291,000	$501,071	$84,560	$33,830	$619,461
2026	$58,050,000	$30,000,000		$180,234	$291,000	$471,234	$72,550	$29,025	$572,809
2027	$48,440,000	$30,000,000		$150,397	$291,000	$441,397	$60,540	$24,220	$526,156
2028	$38,830,000	$30,000,000		$120,559	$291,000	$411,559	$48,529	$19,415	$479,503
2029	$29,220,000	$29,220,000		$90,722	$283,434	$374,156	$36,519	$14,610	$425,285
2030	$19,610,000	$19,610,000		$60,885	$190,217	$251,102	$24,508	$9,805	$285,415
2031	$19,600,000	$19,600,000		$60,854	$190,120	$250,974	$24,496	$9,800	$285,270
2032	$19,590,000	$19,590,000		$60,823	$190,023	$250,846	$122,416	$48,975	$422,237
2033	$19,580,000	$19,580,000		$60,792	$189,926	$250,718	$122,354	$48,950	$422,022
2034	$19,570,000	$19,570,000		$60,761	$189,829	$250,590	$122,291	$48,925	$421,806
2035	$19,560,000	$19,560,000		$60,730	$189,732	$250,462	$122,229	$48,900	$421,591
2036	$19,550,000	$19,550,000		$60,699	$189,635	$250,334	$122,166	$48,875	$421,375
			Total	**$2,051,962**	**$3,853,616**	**$5,905,578**	**$1,420,130**	**$568,150**	**$7,893,858**
			Diff	**$0**	**$2,557,114**	**$2,557,114**	**$2,709,782**	**$1,084,100**	**$6,350,996**
Assumes School Value Limitation and Tax Abatements with the County.									

Source: CPA, Hopkins Energy, 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 Hopkins Energy, 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	$203,700	$203,700	$0	$0
Limitation Period (10 Years)	2022	$291,000	$494,700	$644,953	$644,953
	2023	$291,000	$785,700	$551,736	$1,196,689
	2024	$291,000	$1,076,700	$458,519	$1,655,208
	2025	$291,000	$1,367,700	$365,302	$2,020,510
	2026	$291,000	$1,658,700	$272,085	$2,292,595
	2027	$291,000	$1,949,700	$178,868	$2,471,463
	2028	$291,000	$2,240,700	$85,651	$2,557,114
	2029	$283,434	$2,524,134	$0	$2,557,114
	2030	$190,217	$2,714,351	$0	$2,557,114
	2031	$190,120	$2,904,471	$0	$2,557,114
Maintain Viable Presence (5 Years)	2032	$190,023	$3,094,494	$0	$2,557,114
	2033	$189,926	$3,284,420	$0	$2,557,114
	2034	$189,829	$3,474,249	$0	$2,557,114
	2035	$189,732	$3,663,981	$0	$2,557,114
	2036	$189,635	$3,853,616	$0	$2,557,114
Additional Years as Required by 313.026(c)(1) (10 Years)	2037	$189,538	$4,043,154	$0	$2,557,114
	2038	$189,441	$4,232,595	$0	$2,557,114
	2039	$189,344	$4,421,939	$0	$2,557,114
	2040	$189,247	$4,611,186	$0	$2,557,114
	2041	$189,150	$4,800,336	$0	$2,557,114
	2042	$189,053	$4,989,389	$0	$2,557,114
	2043	$188,956	$5,178,345	$0	$2,557,114
	2044	$188,859	$5,367,204	$0	$2,557,114
	2045	$188,762	$5,555,966	$0	$2,557,114
	2046	$188,665	$5,744,631	$0	$2,557,114

$5,744,631 is greater than **$2,557,114**

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, Hopkins Energy, 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 Hopkins Energy, 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:

- Hopkins Energy, LLC is a solar energy project managed by global renewable energy company, Alpine Sun.
- Per Alpine Sun in Tab 5 of their Application for a Limitation on Appraised Value:
  A. "Due to the global nature of Alpine Sun, there are locations across the world and other parts of the United States being evaluated for the establishment of this solar facility. Other locations within the United States being evaluated for the establishment site include Pennsylvania and Oklahoma. In the event a 313 agreement is not permitted, Alpin Sun will reallocate the capital for this project to another location more financially viable for solar development."
  B. "With property tax liabilities composing a substantial ongoing cost of operation that directly impacts the rate of return on the investment, without the 313 Value Limitation tax incentive, the economics of this project could be less competitive with other capital-intensive projects and the viability of the proposed project becomes uncertain. Receiving a value limitation agreement under Chapter 313 results in significant annual operating cost savings which would incentivize Alpin Sun to invest capital in the proposed project rather than making an alternative investment."
- According to *KSST Radio* on June 12, 2019, "The proposed Hopkins Energy, LLC project would encompass 2,962 acres in northeastern Hopkins County and be a 320 MW-AC solar electric generating facility, with 1,625,000 photovoltaic panels, and 140 central inverters. Of those, an estimated 1,184 acres is expected to be in Sulphur Springs ISD; that would include 128 MW of capacity, 650,000 photovoltaic panesl and 56 central inverters in SSISD. The rest would be located on land with Sulphur Bluff ISD."

- Also, according to *KSST Radio* in a separate article, "A nearly 3,00 $240 million solar project is one step closer to being located in northeastern Hopkins County. The Dike location is one of many international company Alpin Sun is considering in the United States. The proposed solar energy project which would span approximately 2,962 acres, with 40 percent in SSISD and 60 percent or an extimated 1,777 acres within SBISD.
- Supplemental information provided by the applicant stated the following:
  A. In ERCOT's records, the project is known as Hopkins Solar.
  B. The project received the IGNR number from ERCOT, 20INR0210 on November 20, 2018.

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

Tab 5

Limitation as a Determining Factor

Currently, Alpin Sun is considering a variety of other locations for Hopkins Energy LLC but believes Sulphur Springs ISD would be an ideal location for this solar facility. Due to the global nature of Alpin Sun, there are locations across the world and other parts of the United States being evaluated for the establishment of this solar facility. Other locations within the United States being evaluated for the establishment of the site include Pennsylvania and Oklahoma. In the event a 313 agreement is not permitted, Alpin Sun will reallocate the capital for this project to another location more financially viable for solar development. Unfortuanately, this would also dismiss Sulphur Springs ISD from receiving the economic benefits associated with a solar facility within their jurisdiction. It is our goal to reach a 313 value limitation agreement for the benefit of both Hopkins Energy LLC and Sulphur Springs ISD. Alpin Sun is constantly evaluating various locations for development and where to commit substantial long-term investment based on economic rate of return with the proposed projects. The economic benefits provided by a Chapter 313 Value Limitation is one of the most important components in their analysis.

Not only Alpin Sun but all prudent energy developers, know tax incentives play an important role in attracting capital intensive facilities due to the high property tax burden in Texas. Ultimately, the decision to invest in Texas, or any other state, requires any capital investment by Alpin Sun to be based on expected economic return on their investment.

With property tax liabilities composing a substantial ongoing cost of operation that directly impacts the rate of return on the investment, without the 313 Value Limitation tax incentive, the economics of this project could be less competitive with other capital-intensive projects and the viability of the proposed project becomes uncertain. Alpin Sun evaluates the economic viability of proposed projects through comparing the proposed project's rate of return with the Chapter 313 appraised value limitation agreement and without the value limitation agreement. To move forward, the rate of return with the valuation limitation agreement, must exceed the minimum rate of return required to proceed with the proposed investment. Therefore, receiving a value limitation agreement under Chapter 313 results in significant annual operating cost savings which would incentivize Alpin Sun to invest capital in the proposed project rather than making an alternative investment. This makes the ability to enter into a Chapter 313 appraised value limitation agreement with the school district "the determining factor" to invest in this 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)
Sulphur Springs ISD – Hopkins Energy, LLC App. #1384

Comptroller Questions (via email on August 13, 2019):

1. *Hopkins Energy, LLC currently known by any other project names?*

2. *Please also list any other names by which this project may have been known in the past – in media reports, investor presentations, or any listings with any federal or state agency.*

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

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

1. *Is Hopkins Energy, LLC currently known by any other project names?*
   In ERCOT and ONCOR records the project is knows as Hopkins Solar

2. *Please also list any other names by which this project may have been known in the past- in media reports, investor presentations, or any listings with any federal or state agency.*
   The LLC that owned the project was formerly known as GSE Three, LLC.

3. *Has this project applied to ERCOT at this time? If so, please provide the project's IGNR number and when was it assigned.*
   Yes, the IGNR number is 20INR0210 and it was assigned on November 20, 2018.

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New Solar Energy Project Proposed for Dike area

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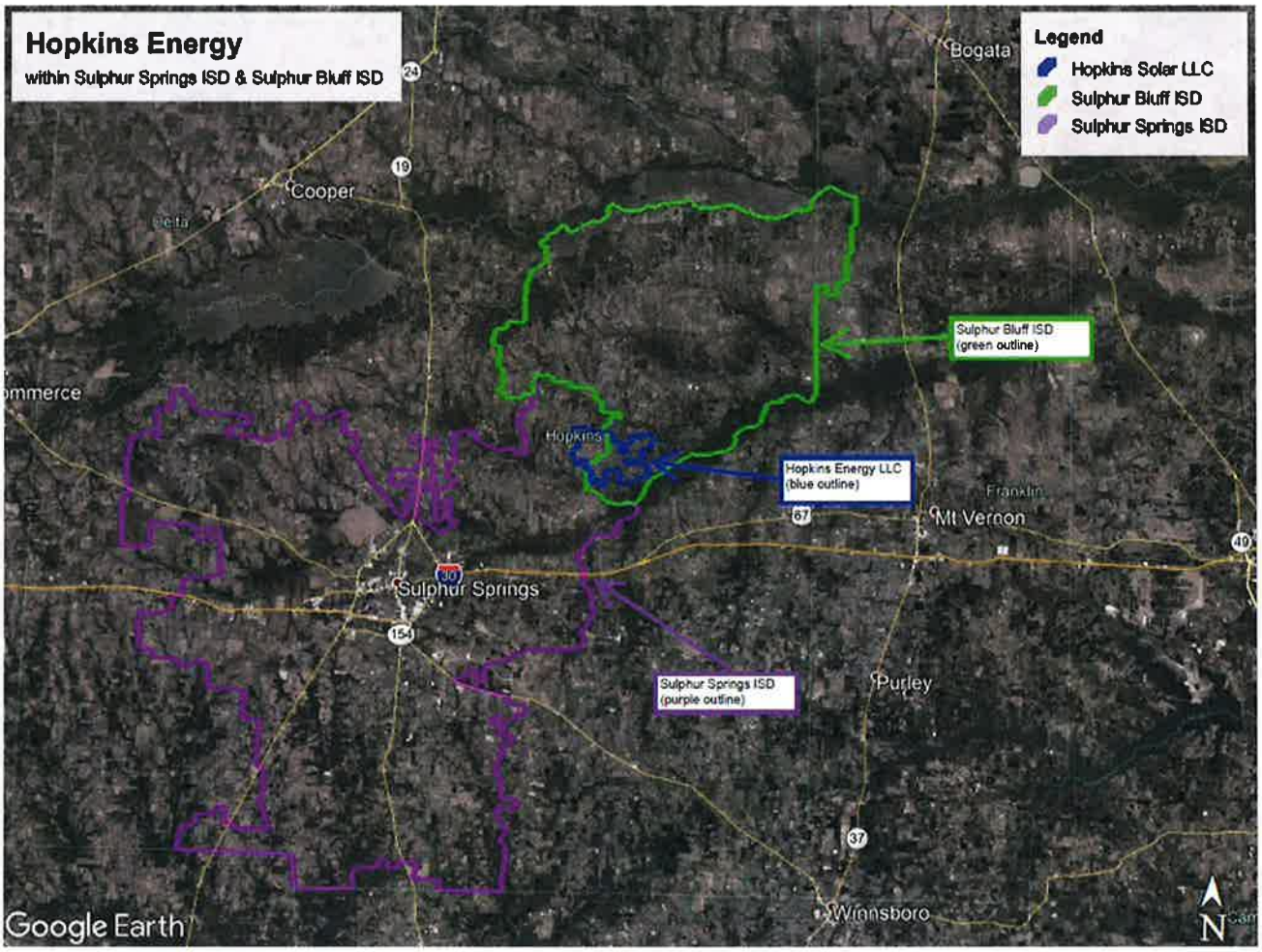
Another solar electric generating facility is being considered for the Dike area of northeastern Hopkins County.

Sites in Pennsylvania and Oklahoma, as well as other "locations across the world and other parts the United States" are being also reportedly being considered for the Alpin Sun solar project.

Alpin Sun is the same company responsible for Solemio Solar farm SSISD granted a limited

value agreement for tax reduction. Alpin Sun is headquartered in Germany, with locations and projects around the world. The company specializes in the development and management of solar power plants. They got the Solemio project started; Solemio is now Pattern Development's project.



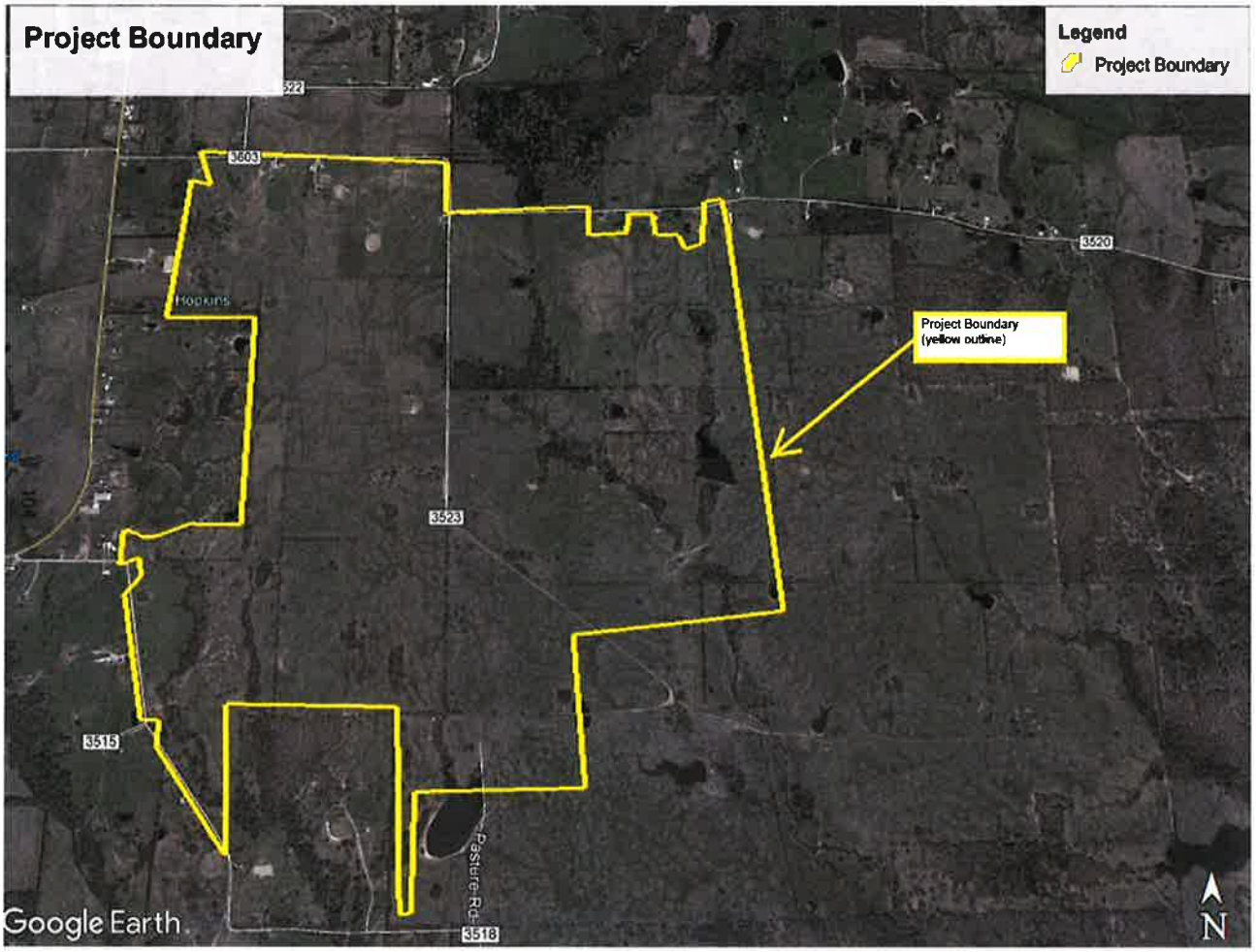
Location of the proposed Hopkins Energy LLC solar project to be located within Sulphur Springs and Sulphur Bluff school districts, according to an Application for Appraised Value Limitation submitted to SSISD.

The proposed Hopkins Energy LLC project would encompass 2,962 acres in northeastern Hopkins County and be a 320 MW-AC solar electric generating facility, with 1,625,000 photovoltaic panels, and 140 central inverters. Of those, an estimated 1,184 acres is expected to be in Sulphur Springs ISD; that would include 128 MW-AC of capacity, 650,000 photovoltaic panels and 56 central inverters in SSISD. The rest would be located on land within Sulphur Bluff ISD.

An application is expected to be submitted June 20 to Sulphur Bluff ISD, where 60 percent of the Hopkins County LLC project would be located, according to the Chapter 313 Application for Appraised Value Limitation to Sulphur Springs ISD presented to SSISD trustees Tuesday night.

By agreeing to accept an application, SSISD trustees agrees only to start the process to review and consider an agreement, but in no way commits the district to anything, explained Rick Lambert with Powell, Youngblood & Taylor LLP, the attorneys hired to help the district with the review and processing of the application from Hopkins Energy LLC. Region 12 Education Service Center will be serving "as a consulting expert to perform a school finance impact study."

Action Monday simply authorized SSISD Superintendent Michael Lamb to review the application for completeness. It's then submitted to the Texas Comptroller of Public Accounts for review, to determine all requirements for a 313 tax break are met; it also is sent to the appraisal district for verification of all information. After what Lambert described as a "a lot of due diligence" to ensure everything meets the tax code, a special agreement can be drafted and presented to trustees for consideration.



Proposed boundary for the proposed Hopkins Energy LLC solar project as submitted to Sulphur Springs ISD as part of an Application for Appraised Value Limitation.

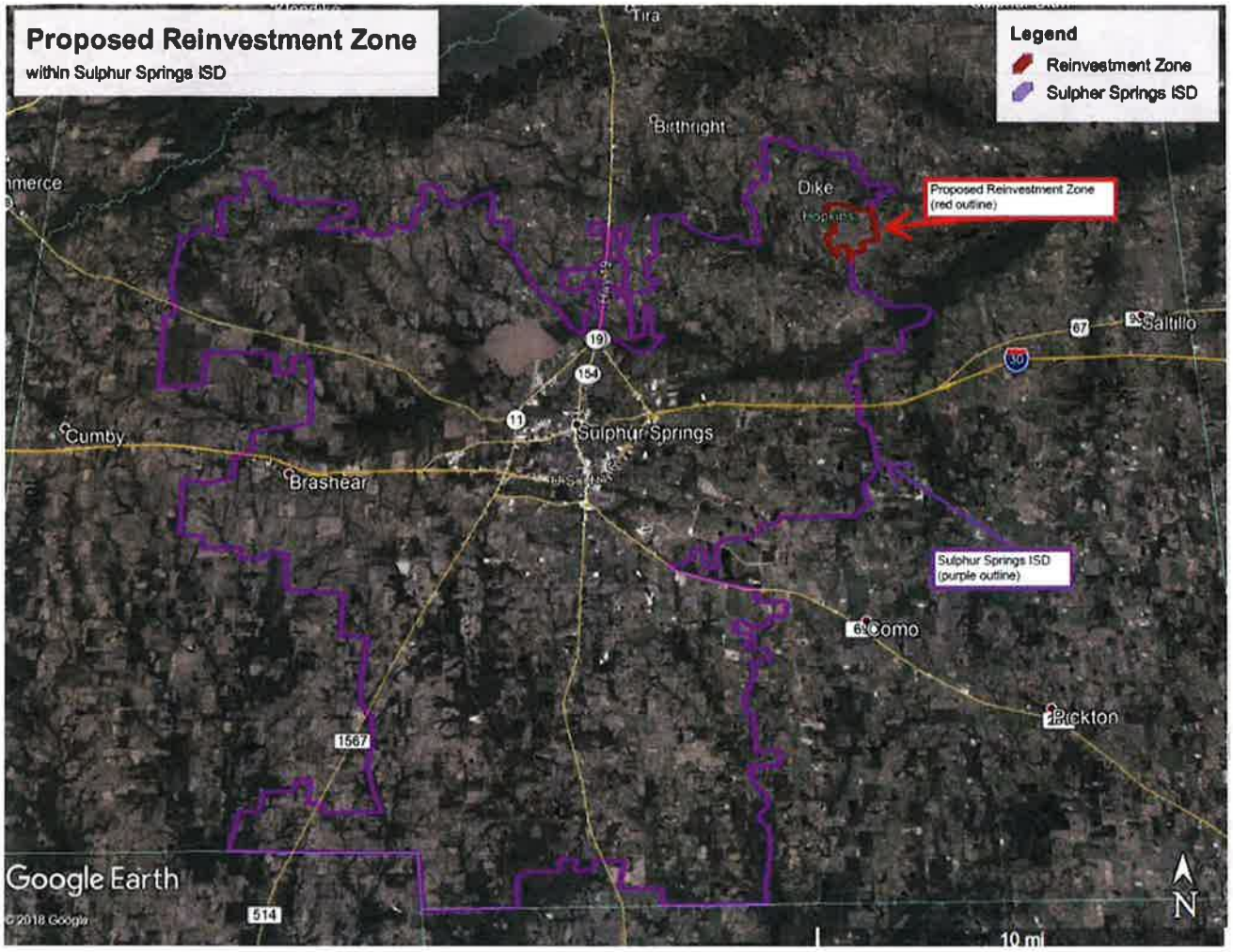
Costs associated with the application process are covered using the application fee paid by the submitting company, so the school districts are not out any money on the process, according to

Lambert.

Garrett Peters with K.E. Andrews Valuation Tax Solutions, the firm representing the solar business, reported representatives had been out talking with all of the property owners in the area impacted. He reported 80 percent of the landowners had options to sign, but a few others had yet to decide, which could require a shifting if the project has to be moved to other nearby land. These and other factors would need to be worked out, as well as agreements with the various taxing entities before the project could move forward.

If the project moves forward, reinvestment zones including the property impacted would also have to be approved by the district.

Overall, the project is expected to create three "qualifying" jobs, two for the portion of the project in Sulphur Bluff ISD and one in Sulphur Springs ISD, according to the letter Mike Fry, KE Andrews Director of Energy Services, submitted June 3 to SSISD Superintendent Michael Lamb for a Hopkins Energy LLC Chapter 313 Job Waiver Request as part of the Application for Section 313 Value Limitation Agreement. Approval would have to be given for a waiver of the 10 jobs requirement for the agreement. The documents noted that while many full and part-time positions would be needed during construction, three would be the industry standard for a solar project of that size.



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Sulphur Bluff ISD Accepts Application For Value Limitation for Dike Solar Farm

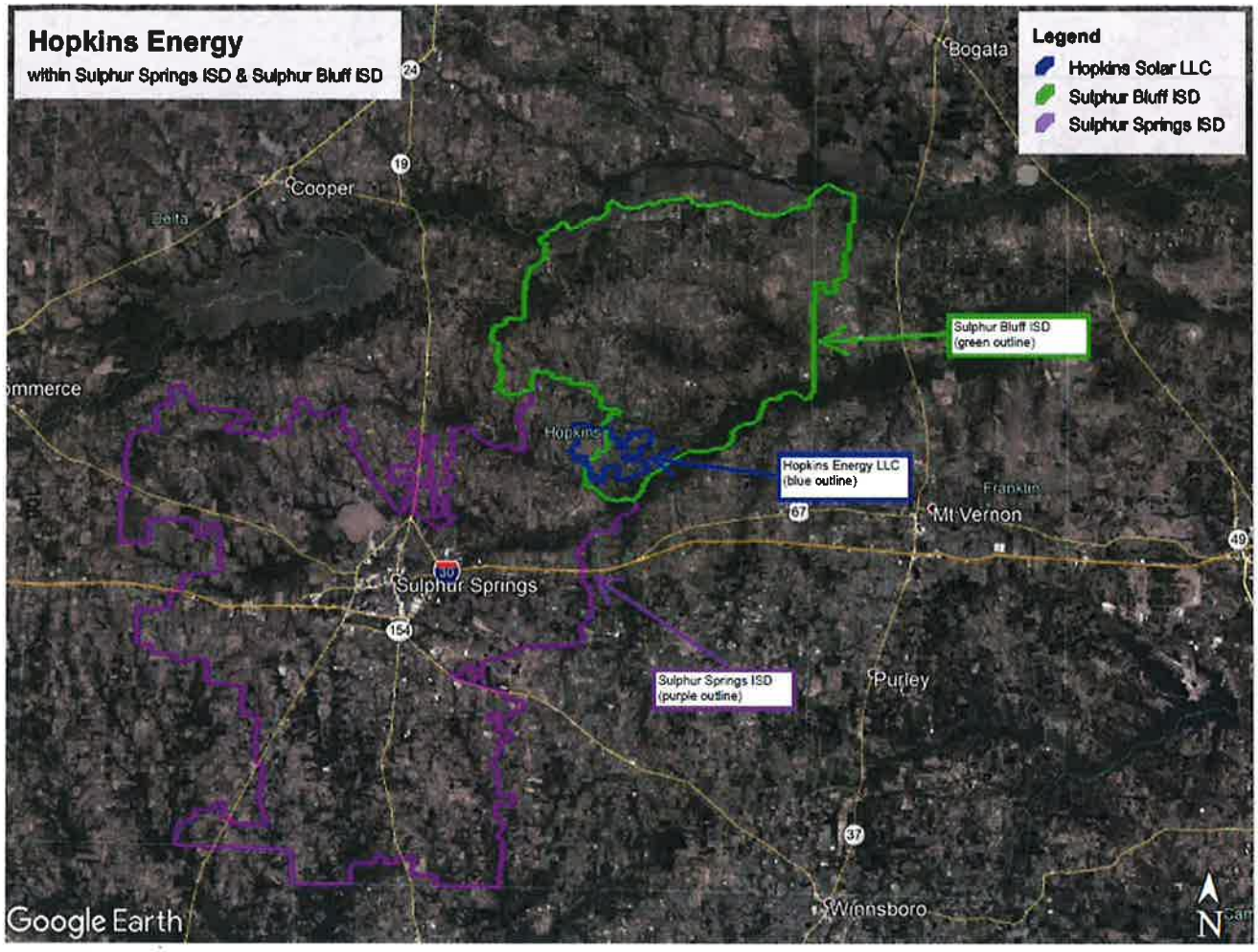
Shelly Leung and Rick Lambert of Powell, Youngblood & Taylor discuss with Sulphur Bluff ISD trustees the application for appraised value limitation Hopkins Energy LLC submitted to SBISD for a proposed nearly 3,000-acre solar farm.

A nearly 3,000-acre $240 million solar project is one step closer to being located in northeastern Hopkins County. The Dike location is one of many international company Alpin Sun is considering in the United States.

The project is contingent on receiving tax incentives from four local taxing entities: Sulphur Springs and Sulphur Bluff school district, Hopkins County and the county hospital district.

Sulphur Springs ISD trustees on June 10 accepted an application to agree to consider a value limitation for the 40 percent of the proposed facility to be located within the school district boundary and hired Powell Youngblood & Taylor to assist the district with legalities of the project.

Sulphur Bluff ISD Board of Trustees Thursday, June 20, accepted an application for an appraised value limitation for Hopkins Energy LLC and also hired the attorneys to represent them.



The proposed solar energy project which would span approximately 2,962 acres, with 40 percent in SSISD and 60 percent or an estimated 1,777 acres within SBISD.

The facility is expected to be 320 MW-AC solar electric generating facility, with 1,625,000 photovoltaic panels and 140 inverters. Of those, 192 MW-AC of the capacity, 975,0000 photovoltaic panels and 84 central inverters would be located in SBISD, according to Jordan Christman, property tax incentive coordinator for KE Andrews, the firm for Alpin Sun, which is seeking Chapter 313 value limitations from for Hopkins Energy LLC.

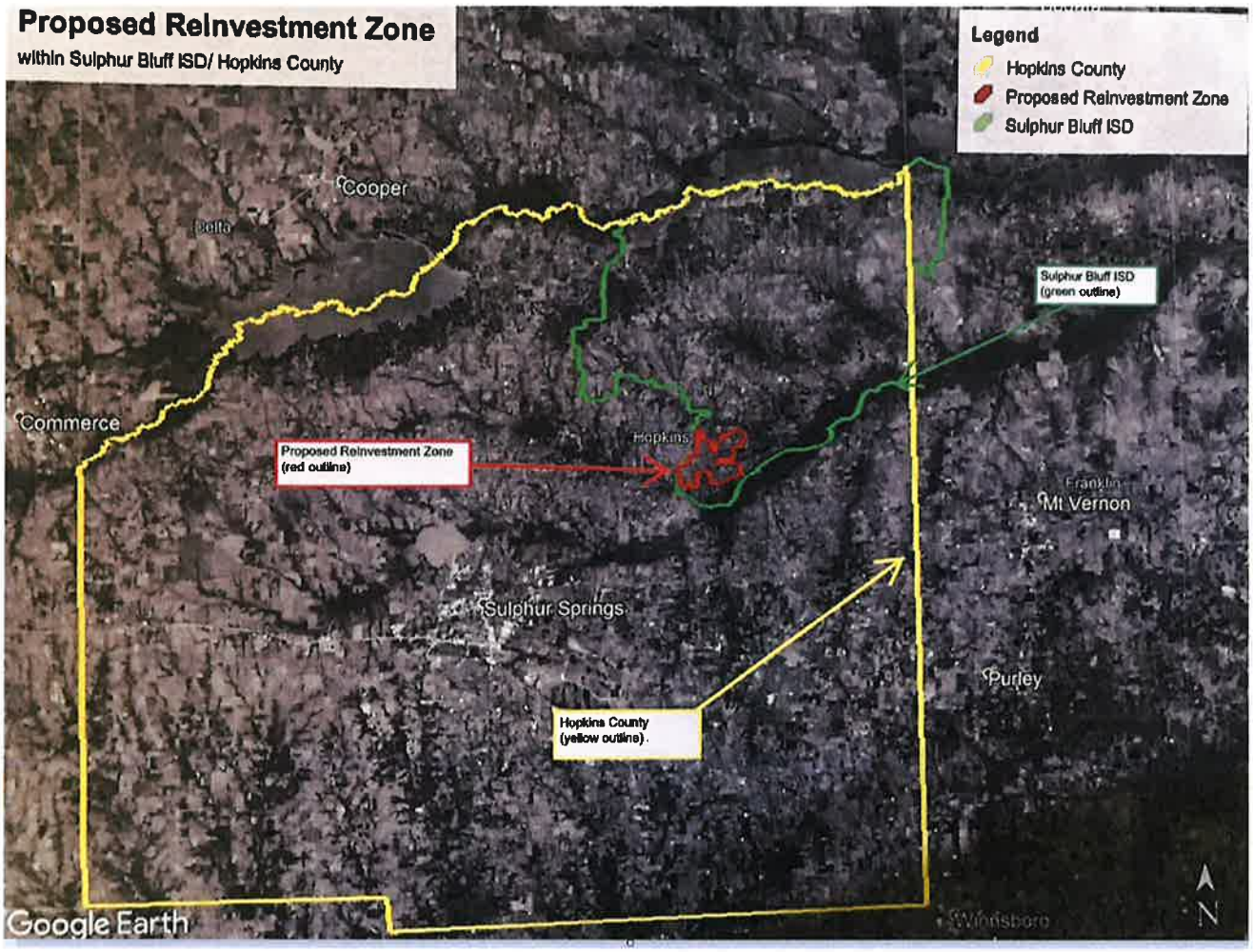
In addition to solar modules and panels and inverter boxes, the project would also have meteorological equipment and operation and maintenance building, electrical substations, associated towers, racking and mounting structures, combiner boxes, foundations, a generation transmission tie line, interconnection facilities and roadways, paving and fencing.

If all taxing entities sign off and the project moves forward, the project is expected to begin construction in 2020 and be complete in Dec. 1, 2021. SSISD on June 10 accepted the application to start the process to consider a tax limitation agreement.

The district agreed to accept an application to be submitted to the state comptroller to be

evaluated to determined whether it meets terms for a potential value limitation agreement for Hopkins Energy LLC. The project is expected to be $240 million, with $144 million located in SBISD. The applications asks for a tax limitation of $20 million starting in the 2022-23 school year and continuing for 10 years; that is taxing only that much of the $144 million value. The actual value of the project (in SBISD) is expected to be drop to just over $29 million for years 10-20 of the project, then would drop just below $28 million; the full amount would be taxable starting in year 11 of operation. The lifespan of the project is projected at 30 years, with the company paying full taxable amount to the school district in years 11-30, according to the information presented at the June 20 SBISD Board meeting and in the value limitation application.

Hopkins Energy LLC is also asking for an 80 percent tax incentive from the county and hospital district for the first 10 years of the project as well. For the county that would be a reduction from an annual tax levy of $839,855 down to $167,971; the hospital district's levy would go from $336,000 annually to $67,200 annually, according to the application presented to the school district June 20.



The taxing entities will also be asked to waive the minimal 10 job requirement for projects seeking the value limitation.

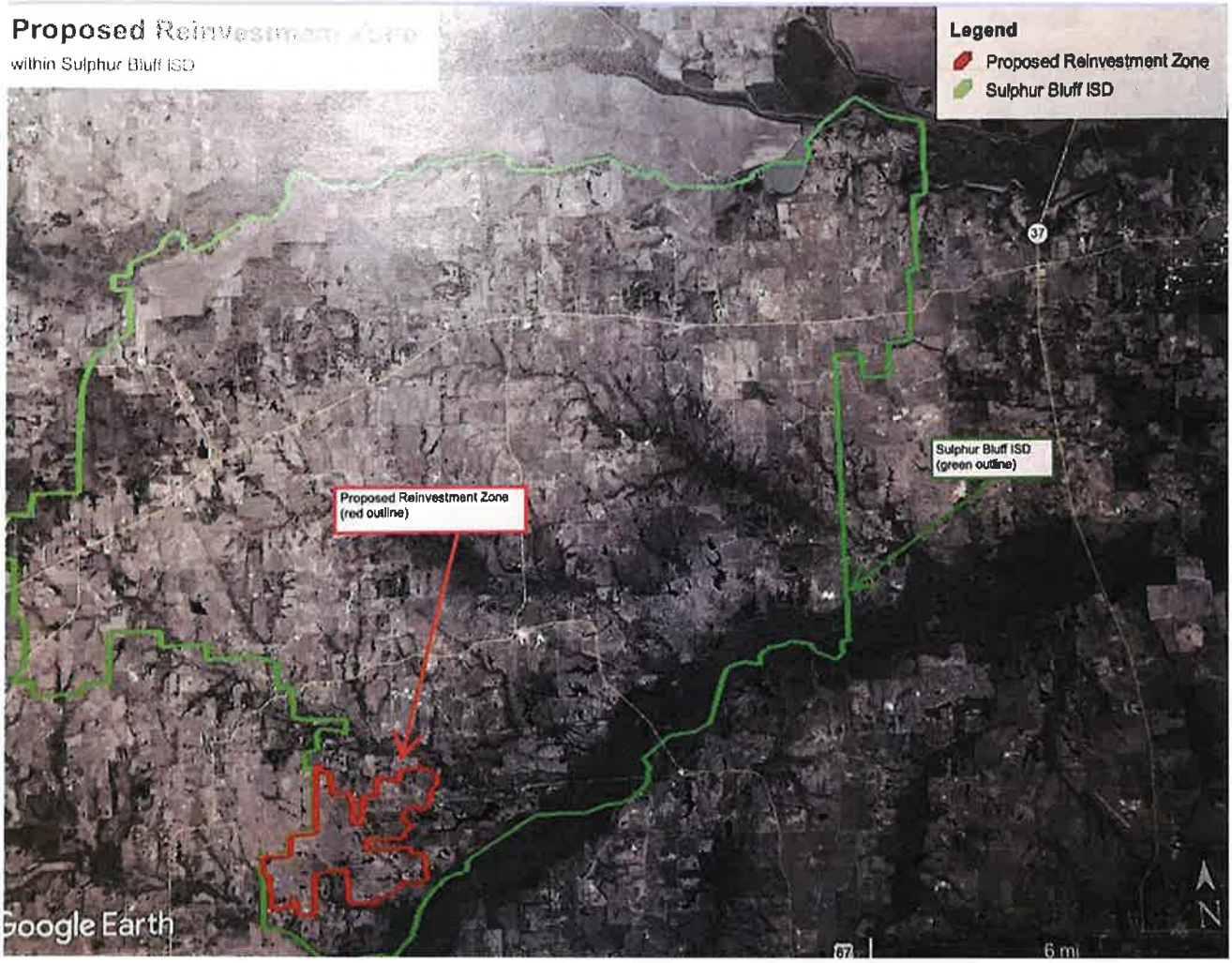
The construction process would provide approximately 300 jobs. Once the facility is complete only three employees would be needed to maintain the entire project, two of which would be located in SBISD. Wages are required to be 110 percent of the average manufacturing wage. That'd be about $43,000 a year for the three full-time employees after the facility is operational, according to Christman.

Also proposed to SBISD is for Hopkins Energy LLC to pay a PILOT or supplemental payment to the school district. The amount is limited to $100 per Average Daily Attendance per year or $50,000, whichever is the greater value. For SBISD, that's expected to be $50,000, as the district had an enrollment of 234 students at the end of the school year and had peaked at 241 during the PEIMS reporting period, according to information provided by Rick Lambert and Shelly Leung with Powell, Youngblood & Taylor.

Any M&O revenues the district loses as a consequence of the agreement would have to be reimbursed to the district by the energy company, according to the information provided by Lambert and Leung.

Part of the application process required a $75,000 application fee to cover costs for attorneys to review the application which is being submitted to the comptroller's office and negotiate on behalf of the district an agreement if approved, as well as fund two economic impact studies (one performed independently on behalf of the district and the other by the comptroller) and other costs associated with the application process. Thus, the school districts should not be out any funds during the application process, Christman, Lambert and Leung assured SBISD trustees Thursday.

The measure received approval from all four board members present at Thursday's meeting — Chris Bassham, David Caldwell, Donnie Powers, Terry Goldsmith.



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Findings and Order of the Sulphur Springs Independent School District
Board of Trustees under the Texas Economic Development Act on the Application
Submitted by Hopkins Energy LLC (Tax ID 32063322963) (Application #1384)

EXHIBIT B

Summary of Financial Impact on
Sulphur Springs ISD Prepared by
Education Service Center, Region 12

SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED HOPKINS ENERGY, LLC. PROJECT (APPLICATION #1384) ON THE FINANCES OF SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT UNDER A REQUESTED CHAPTER 313 APPRAISED VALUE LIMITATION

PREPARED BY

EDUCATION SERVICE CENTER, REGION 12

DECEMBER 11, 2019

Introduction

Hopkins Energy, LLC ("Hopkins" or "Company") has submitted an application to the Sulphur Springs Independent School District ("SSISD" or "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 solar electric generating facility in Hopkins County, TX. The company estimates that the total investment in this project will be in excess of $96 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 Sulphur Springs Independent School District may grant a value limitation for maintenance and operation taxes in the amount of $30 million dollars for a period of ten years.

The application calls for the project to be fully taxable for both M&O (maintenance and operation) and I&S (interest and sinking) during the 2021-22 school year. Beginning with the 2022-23 school year, the value of the project would be limited to $30 million for 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 Sulphur Springs ISD -	$644,953
Supplemental Payments to Sulphur Springs ISD -	$860,472
Total Revenue to Sulphur Springs ISD	$1,505,425
Total Tax Savings to Company after all Payments -	$1,051,689

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 has relied on prior year values as certified by the Comptroller's Property Tax Division (CPTD), since 1993. 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*.

Texas school districts are funded by some combination of local ad valorem property taxes and state aid. Most of the money that a school district generates through the funding formulas is generated in Tier 1. 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.

Sulphur Springs ISD is a relatively property low wealth district per student and so most of its M&O revenue is not generated from local ad valorem property taxes. In attempting to provide some degree of funding equity among school districts, the formulas provide guaranteed yields for both Tier I (formula funding) and for Tier II (enrichment). For those districts that generate local revenue in excess of entitlement amounts, the excess revenue is recaptured. Under prior law, recapture was a function of excess property wealth per weighted student. The system continues to rely on both golden (greater of 96th percentile of wealth up to 160% of basic allotment) and copper (equalized up to $49.28/WADA) enrichment pennies (Tier II tax rate). Under HB 3, districts can access up to 8 golden pennies. Copper pennies will be compressed in manner that generates the same revenue for the compressed number of pennies as were taxed under old law.

SSISD currently has property wealth per weighted ADA that is less than the second equalized wealth level at $243,947 per weighted ADA. Under prior law, SSISD was not considered a Chapter 41 district and would not have paid recapture. The implementation of HB 3, is not expected to alter Sulphur Springs' status in terms of being required to pay recapture. Hopkins is requesting that the value of the solar electric generating facility be limited to $30,000,000 in years one through ten of the agreement, corresponding to the 2022-23 school year through the 2031-32 school year. The full value of the project would be subject to interest and sinking (I&S) taxes levied by Sulphur Springs ISD in all years of the agreement.

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on SSISD'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 2021-22 through the 2036-37 school years.

The Revenue Protection Clause of the proposed agreement calls for the school district to be held harmless against any potential state and local maintenance and operation revenue losses as a result of the value limitation agreement. Revenue protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time 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 and 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 Hopkins County CAD (Central Appraisal District). These values have been included in the base data illustrated in **Table 1**.

To isolate the impact of the value limitation on the District's finances over this 16 year agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that were projected to exist in the 2019-20 school year. An ADA of 4,069.91, a WADA of 5,758 and a 2019 M&O tax rate of $1.04, compressed to $0.97 under HB 3, were used for each year of the forecast. A tax collection rate of 100% is assumed in all of the calculations used in this analysis. The Hopkins 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, 2019, were used as a basis for predicting prior year (CPTD) values for each of the agreement years.

Table 1 Base District Information Sulphur Springs ISD with Hopkins Energy, LLC							
Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	CAD Value No Limit	CAD Value with Limitation
QTP1	2021-22	4,135	5,850	$0.9700	$0.3105	$1,450,651,453	$1,450,651,453
QTP2/L1	2022-23	4,168	5,897	$0.9700	$0.3105	$1,526,141,453	$1,459,651,453
L2	2023-24	4,202	5,944	$0.9700	$0.3105	$1,516,531,453	$1,459,651,453
L3	2024-25	4,235	5,992	$0.9700	$0.3105	$1,506,921,453	$1,459,651,453
L4	2025-26	4,269	6,040	$0.9700	$0.3105	$1,497,311,453	$1,459,651,453
L5	2026-27	4,303	6,088	$0.9700	$0.3105	$1,487,701,453	$1,459,651,453
L6	2027-28	4,338	6,137	$0.9700	$0.3105	$1,478,091,453	$1,459,651,453
L7	2028-29	4,372	6,186	$0.9700	$0.3105	$1,468,481,453	$1,459,651,453
L8	2029-30	4,407	6,236	$0.9700	$0.3105	$1,458,871,453	$1,458,871,453
L9	2030-31	4,443	6,285	$0.9700	$0.3105	$1,442,261,453	$1,442,261,453
L10	2031-32	4,478	6,336	$0.9700	$0.3105	$1,442,251,453	$1,442,251,453
MVP1	2032-33	4,514	6,386	$0.9700	$0.3105	$1,442,241,453	$1,442,241,453
MVP2	2033-34	4,550	6,438	$0.9700	$0.3105	$1,442,231,453	$1,442,231,453
MVP3	2034-35	4,587	6,489	$0.9700	$0.3105	$1,442,221,453	$1,442,221,453
MVP4	2035-36	4,623	6,541	$0.9700	$0.3105	$1,442,211,453	$1,442,211,453
MVP5	2036-37	4,660	6,593	$0.9700	$0.3105	$1,424,201,453	$1,424,201,453

The proposed agreement calls for Sulphur Springs 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 revenue losses may occur, a state and local revenue projection for the 2019-2020 school year was completed to serve as base line data and is displayed in **Table 2**. In any year of the limitation period where total state and or 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.

Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation revenue was estimated for each year of the agreement. **Table 3**, which summarizes the difference between the two models, indicates that there will be a total revenue loss of $644,953 over the course of the agreement. The revenue loss by the district, due to the agreement, is estimated to be mostly in the first year of the value limitation period.

Table 2	Sulphur Springs ISD 2019-2020 Projected Summary of Finances	
Funding Elements		
Students		
	Refined Average Daily Attendance (ADA)	4,069.910
	Weighted ADA (WADA)	5,758.000
Property Values		
	2019 (current tax year) Locally Certified Property Value	$1,404,651,453
	2018 (prior tax year) Adjusted State Certified Property Value	$1,465,180,361
Tax Rates and Collections		
	2018 M&O Tax Rate	1.0400
	2019 M&O Tax Rate	0.9700
	Maximum Compressed Tax Rate	0.9300
	2019-2020 M&O Tax Collections	$13,625,119
	2019 I&S Tax Rate	0.3105
	2019-2020 I&S Tax Collections	$4,361,443
	2019-2020 Total Tax Collections	$17,986,562
	2019-2020 Total Tax Levy	$18,346,293
Funding Components		
	District Basic Allotment	$6,160
	Available School Fund (ASF) ADA	$4,072
	Per Capita Rate	$259.207
Tier I Funding		
	Total Cost of Tier I	$35,652,628
	Less Local Fund Assignment	($14,411,045)
	State Share of Tier I	$20,186,144
	Per Capita Distribution from Available School Fund (ASF)	($1,055,439)
Foundation School Program (FSP) State Funding		
	FSP State Share of Tier One	$1,467,400
	Tier Two	($3,727)
	Other Programs	($3,727)
	Total FSP Operations Funding	$0
State Aid Summary		
M&O State Aid		
	Foundation School Fund (FSP)	$21,649,817
	Available School Fund (ASF)	$1,055,439
I&S State Aid		
	Existing Debt Allotment (EDA)	$0
	Instructional Facilities Allotment (IFA) (Bond)	$0
	Instructional Facilities Allotment (IFA) (Lease-Purchase)	$0
	Additional State Aid for Homestead Exemption (ASAHE) for Facilities	$125,600
	TOTAL FSP/ASF STATE AID	**$22,830,856**
Local Revenue in Excess of Entitlement		**($0)**

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 $30 million starting in school year 2022-23 and remaining limited through school year 2031-32. The potential gross and net tax savings to Hopkins are shown in Table 3. As stated earlier, an M&O tax rate of $.97 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 $2.56 million over the length of the contract. Net tax savings are estimated to be $1.91 million. To estimate supplemental payments to the school district of $100 per ADA, a growth model was applied to the base ADA of 4,069.91, which was the projected ADA for SSISD for the 2019-20 school year. SSISD's growth rate for the last 10 years has averaged less than 1% which is also reflected by demographic studies.

Facilities Funding Impact on the District

Reports submitted by Hopkins 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. 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 Hopkins project proposed in this application will benefit the community, the district, SSISD, and the taxpayer, Hopkins. 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. 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.

Remember that the Texas Legislature could take additional action that could potentially change the impact of this agreement on the finances of Sulphur Springs 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 by the Texas Legislature, the Texas Education Agency or the Comptroller of Public Accounts. Those changes could contain changes to the school finance formulas, property value appraisals and tax exemptions. Other factors which could change, and will impact the estimates of this agreement, include changes to property values, district tax rates and student enrollment.

Table 3 Estimated Financial Impact
Sulphur Springs ISD and Hopkins Energy, LLC Agreement #1384

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 Savings @ Projected M&O Rate	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit $100 per ADA	Company Tax Benefit	School District Benefit at 45% Limit	Company Benefit at 55% Limit
QTP1	2021-22	$21,000,000	$21,000,000	$0	0.9700	$203,700	$203,700	$0	$0	$0	$0	$413,529	-$413,529	$0	$0
QTP2/L1	2022-23	$96,490,000	$30,000,000	$66,490,000	0.9700	$935,953	$291,000	$644,953	$644,953	-$644,953	$0	$416,837	-$416,837	$0	$0
L2	2023-24	$86,880,000	$30,000,000	$56,880,000	0.9700	$842,736	$291,000	$551,736	$551,736	$0	$551,736	$420,172	$131,564	$248,281	$303,455
L3	2024-25	$77,270,000	$30,000,000	$47,270,000	0.9700	$749,519	$291,000	$458,519	$458,519	$0	$458,519	$423,533	$34,986	$206,334	$252,185
L4	2025-26	$67,660,000	$30,000,000	$37,660,000	0.9700	$656,302	$291,000	$365,302	$365,302	$0	$365,302	$426,921	-$61,619	$164,386	$200,916
L5	2026-27	$58,050,000	$30,000,000	$28,050,000	0.9700	$563,085	$291,000	$272,085	$272,085	$0	$272,085	$430,337	-$158,252	$122,438	$149,647
L6	2027-28	$48,440,000	$30,000,000	$18,440,000	0.9700	$469,868	$291,000	$178,868	$178,868	$0	$178,868	$433,780	-$254,912	$80,491	$98,377
L7	2028-29	$38,830,000	$30,000,000	$8,830,000	0.9700	$376,651	$291,000	$85,651	$85,651	$0	$85,651	$437,250	-$351,599	$38,543	$47,108
L8	2029-30	$29,220,000	$29,220,000	$0	0.9700	$283,434	$283,434	$0	$0	$0	$0	$440,748	-$440,748	$0	$0
L9	2030-31	$19,610,000	$19,610,000	$0	0.9700	$190,217	$190,217	$0	$0	$0	$0	$444,274	-$444,274	$0	$0
L10	2031-32	$19,600,000	$19,600,000	$0	0.9700	$190,120	$190,120	$0	$0	$0	$0	$447,828	-$447,828	$0	$0
MVP1	2032-33	$19,590,000	$19,590,000	$0	0.9700	$190,023	$190,023	$0	$0	$0	$0	$451,411	-$451,411	$0	$0
MVP2	2033-34	$19,580,000	$19,580,000	$0	0.9700	$189,926	$189,926	$0	$0	$0	$0	$455,022	-$455,022	$0	$0
MVP3	2034-35	$19,570,000	$19,570,000	$0	0.9700	$189,829	$189,829	$0	$0	$0	$0	$458,662	-$458,662	$0	$0
MVP4	2035-36	$19,560,000	$19,560,000	$0	0.9700	$189,732	$189,732	$0	$0	$0	$0	$0	$0	$0	$0
MVP5	2036-37	$19,550,000	$19,550,000	$0	0.9700	$189,635	$189,635	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS						**$6,410,730**	**$3,853,616**	**$2,557,114**	**$2,557,114**	**-$644,953**	**$1,912,161**	**$6,100,303**	**-$4,188,142**	**$860,472**	**$1,051,689**

*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.

Findings and Order of the Sulphur Springs Independent School District
Board of Trustees under the Texas Economic Development Act on the Application
Submitted by Hopkins Energy LLC (Tax ID 32063322963) (Application #1384)

EXHIBIT C

Proposed Agreement between
Sulphur Springs Independent School District
and Hopkins Energy LLC

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

December 18, 2019

Michael Lamb
Superintendent
Sulphur Springs Independent School District
631 Connally Street
Sulphur Springs, Texas 75482

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sulphur Springs Independent School District and Hopkins Energy, LLC, Application 1384

Dear Superintendent Lamb:

This office has been provided with the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sulphur Springs Independent School District and Hopkins Energy, LLC (Agreement). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

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

Should you have any questions, please contact Ginger Flowers with our office. She can be reached by email at ginger.flowers@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-0552, or at 512-475-0552.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Rick Lambert, Powell Youngblood & Taylor, LLP
Adrian Ioance, Hopkins Energy, LLC
Valentina Ion, Hopkins Energy, LLC
Jordan Christman, KE Andrews

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

---

by and between

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

and

HOPKINS ENERGY LLC

(*Texas Taxpayer ID #32063322963)*

Comptroller Application #1384

Dated

January 13, 2020

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

STATE OF TEXAS §

COUNTY OF HOPKINS §

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 **SULPHUR SPRINGS 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 **HOPKINS ENERGY LLC**, Texas Taxpayer Identification Number 32063322963, 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 June 11, 2019, the Superintendent of Schools of the Sulphur Springs 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 June 11, 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 CCGB (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 Hopkins County Appraisal District established in Hopkins County, Texas (the "Hopkins County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on September 19, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, on December 20, 2019 the Superintendent of Schools of the Sulphur Springs

Independent School District, acting as agent of the Board of Trustees of the District, extended the statutory deadline by which the District must consider the Application until September 18, 2020, and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

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 19, 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 January 13, 2020, 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 January 13, 2020, 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 December 18, 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 January 13, 2020, 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 Hopkins Energy LLC, *(Texas Taxpayer ID 32063322963)*, 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 June 11, 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 Hopkins County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Sulphur Springs Independent School District.

"Commercial Operation" means the date on which the project becomes commercially operational and placed into service.

"*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 Hopkins County, Texas.

"*District*" *or* "*School District*" means the Sulphur Springs 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 term of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rule and regulations of the agencies of the

State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the Applicable School Finance Law shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"*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 all payments, calculated under Articles IV, V, and VI of this Agreement, paid by or owed by the Applicant to the District for all previous Tax Years during the term of this Agreement.

"*Cumulative Unadjusted Tax Benefit*" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years.

"*Lost M&O Revenue*" shall have the meaning set forth in Section 4.2 of this Agreement.

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

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

"*Net Tax Benefit*" means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years

during the term of this Agreement if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

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

"*Third Party*" shall have the meaning set forth in Section 4.3 of this Agreement.

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is 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 January 13, 2020.

C. The Qualifying Time Period for this Agreement:

i. Starts on January 1, 2021, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and

ii. Ends on December 31, 2022, 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 date of the commencement of Commercial Operation; 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.

E. The Final Termination Date for this Agreement is December 31, 2036, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii. plus 5 years.

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

Section 2.4. TAX LIMITATION. So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

A. the Market Value of the Applicant's Qualified Property; or

B. Thirty Million Dollars ($30,000,000).

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 Thirty Million Dollars ($30,000,000) 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 Seven Hundred Fifty-Four Dollars ($754.00) for all New Non-Qualifying Jobs created by the Applicant.

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

A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;

C. provide such Supplemental Payments as more fully specified in Article VI;

D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and

E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III
QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

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

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

purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

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

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject only to the limitations contained in this Agreement (including in Section 7.1 of this Agreement), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(l) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was, in any manner, a producing cause, resulting, at least in part because of or on account of, the execution of this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement. Subject only to the limitations contained in this Agreement (including Section 7.1 of this Agreement), it is the intent of the Parties that the risk of any and all negative financial consequences to the District's total annual Maintenance and Operations Revenue, to which the execution of this Agreement contributed in any manner, will be borne solely by Applicant and not by the District.

The Parties hereto expressly understand and agree that, for all Tax Years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. 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 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 only to the limitations

contained in Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, or for which this Agreement was a producing or substantial factor for each year starting in the first year of the Tax Limitation Period and ending on December 31st of the last year of the Tax Limitation Period, (the "Lost M&O Revenue)" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. Notwithstanding any other provision in this Agreement, the Lost M&O Revenue owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

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

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.

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 Section 4.2 of this Agreement, Subsection ii of this Subsection B 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 Operations Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses 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, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by 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) for any given Tax Year.

Section 4.9. DISPUTE RESOLUTION PERTAINING TO THIRD PARTY CALCULATIONS. Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may dispute 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 dispute in writing, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may further dispute the final determination, in writing, 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 from the Third Party. Applicant shall be responsible for ensuring timely submission of all payments calculated under Article IV by the Third Party owed to the District even if Applicant disputes the Third-Party calculations and is appealing the Third Party's determination. Any overage in payment as determined by the Third Party and/or Board of Trustees, if any, shall be reimbursed to the Applicant, within 30 days, upon resolution of the dispute. Any dispute by the Applicant of the final determination of calculations shall in no way limit the Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT. Notwithstanding any other provision in this Agreement, in no event shall the Lost M&O Revenue calculated for a Tax Year of this Agreement during the period from the Tax Year that includes the date on which the Limitation Period commences under this Agreement as provided in Section 2.3.D.i, and ending at

the end of the Tax Limitation Period as provided in Section 2.3.D.ii, exceed an amount equal to One Hundred Percent (100%) of the Applicant's Net Tax Benefit for such Tax Year (the Aggregate Limit). For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 4.10. Any of the Cumulative Payments which cannot be paid to the District prior to the end of the first Tax Year following the end of the Tax Limitation Period because such payment would exceed the Applicant's Net Tax Benefit under this Agreement will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

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 arising out of, through and from, the execution of this Agreement and/or related to this 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; provided, however, that all payments under Articles IV, V, and VI are subject to such limitations as are contained in Section 7.1, 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 LIMITATION. Notwithstanding the foregoing:

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

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be 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 and ending December 31 of the last year of the Tax Limitation Period (Tax Year 2031), supplemental payments shall be owed.

For each Tax Year during the Qualifying Time Period and Tax Limitation Period of this Agreement, the Supplemental Payment Amount shall not exceed 45% of the Aggregate Limit for such Tax Year. For each Tax Year of this Agreement, amounts otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 6.3. Any of the Cumulative Payments which cannot be paid to the District prior to the end of the first Tax Year following the end of the Tax Limitation Period will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

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

Tax Year	Supplemental Payment Amount Owed
2021	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2022	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2023	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2024	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2025	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2026	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2027	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2028	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2029	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2030	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit
2031	$100 multiplied by the District's Average Daily Attendance for the previous school year; subject to the limitation that the Cumulative Payment Amount shall not exceed 45% of the Aggregate Limit

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 Payment Amount; (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 Cumulative 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. Any such designation will become effective after such public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Any designation of a successor beneficiary under this Section 6.5 shall not alter the limits on Supplemental Payments described in Sections 6.2 and 6.3, above. Notwithstanding the foregoing, any payments made by the Applicant shall be made in the manner and to the party designated in this Agreement, unless Applicant receives an unambiguous written notice from the District that such payments are to be made to a different party as provided in this Section 6.5.

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 not greater than thirty

(30) 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 thirty (30) 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 Hopkins 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 Hopkins County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

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

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the

expiration of the thirty(30) 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 Thirty Million Dollars ($30,000,000) 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. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Mr. Mike Lamb
Superintendent of Schools
Sulphur Springs Independent School District
631 Connally Street
Sulphur Springs, Texas 75482
Phone: (903) 885-2153
Fax: (903) 439-6162
Email: mlamb@ssisd.net

With Copy To:
Mr. Rick Lambert, Attorney
Powell Youngblood & Taylor, LLP
108 Wild Basin Road, Suite 100
Austin, Texas 78746
Phone: (512) 494-1177
Fax: (512) 494-1188
Email: rlambert@pyt-law.com
cc: sleung@pyt-law.com

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

Mr. Adrian Ioance
Hopkins Energy LLC
15601 Dallas Parkway, Suite 900
Addison, Texas 75001-3946
Phone: (888) 963-8033
Email: adrian.ioance@alpin-sun.de
cc: valentina.ion@alpin-sun.de

With Copy To:
Ms. Jordan Christman, Consultant
K.E. Andrews
1900 Dalrock Road
Rowlett, Texas 75088
Phone: (469) 298-1594
Email: jchristman@keatax.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.

C. A copy of any notice delivered to the Applicant shall also be delivered to any creditor for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

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

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

i. The Applicant shall submit to the District and the Comptroller:
   a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
   b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
   c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

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

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

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

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

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

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

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

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 Hopkins 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).

[*SIGNATURE PAGE TO FOLLOW*]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 13th day of January, 2020.

HOPKINS ENERGY LLC

By: _____
Adrian Ioance
Authorized Representative

SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn
Board President

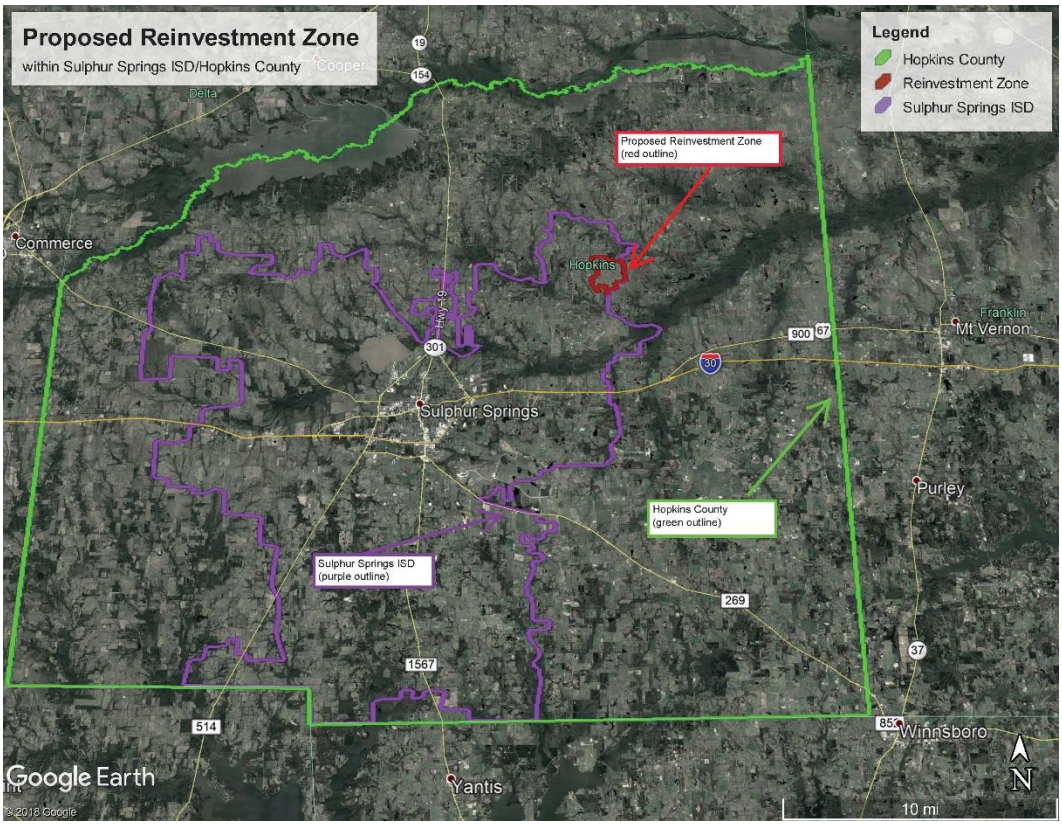
ATTEST

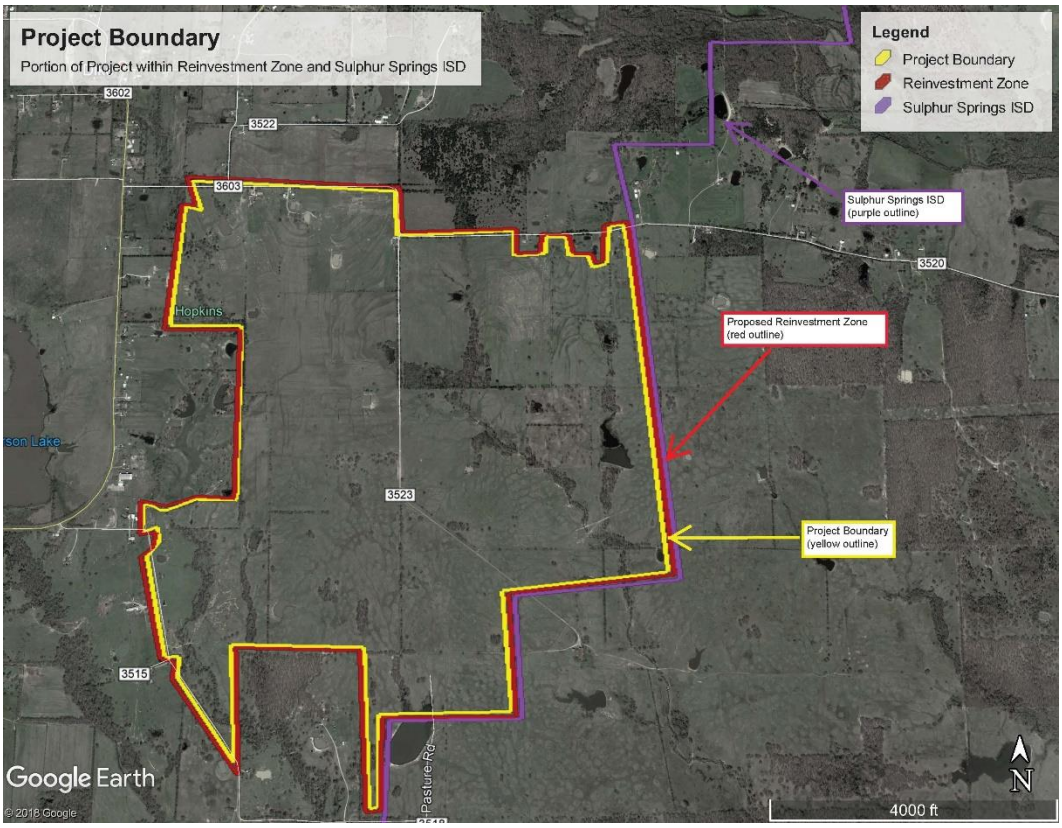
By: _____
Jason Dietze
Board Secretary

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

A public hearing will be conducted by the Sulphur Springs Independent School District to receive public input on a proposal to create a Reinvestment Zone for tax abatement on certain property located within Hopkins County, Texas. Specifically, the reinvestment zone consists of the parcels listed as follows:

Parcel ID	Acreage	Abstract	Tract	Survey
R000010378	67.789	ABS: 50	TR: 20-02	SUR: BARB OCELA
R000010377	73.220	ABS: 50	TR: 20-01	SUR: BARB OCELA
R000010401	76.500	ABS: 50	TR: 34	SUR: BARB OCELA
R000010362	60.000	ABS: 50	TR: 10-11	SUR: BARB OCELA
R000010403	119.500	ABS: 50	TR: 36	SUR: BARB OCELA
R000019079	326.600	ABS: 709	TR: 1	SUR: NEELY M S
R000028553	72.640	ABS: 50	TR: 20-05	SUR: BARB OCELA


Proposed Reinvestment Zone
within Sulphur Springs ISD/Hopkins County
Legend
Hopkins County
Reinvestment Zone
Sulphur Springs ISD
Proposed Reinvestment Zone (red outline)
Hopkins County (green outline)
Sulphur Springs ISD (purple outline)
Commerce
Hopkins
Sulphur Springs
Franklin
Mt Vernon
Purley
Winnsboro
Yantis
Delta
Cooper
Google Earth
© 2018 Google
10 mi
N


Project Boundary
Portion of Project within Reinvestment Zone and Sulphur Springs ISD
Legend
Project Boundary
Reinvestment Zone
Sulphur Springs ISD
Sulphur Springs ISD (purple outline)
Proposed Reinvestment Zone (red outline)
Project Boundary (yellow outline)
Hopkins
Google Earth
© 2018 Google
4000 ft
N

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
§
COUNTY OF HOPKINS §

A RESOLUTION DESIGNATING A REINVESTMENT ZONE IN CONNECTION WITH AN ECONOMIC DEVELOPMENT AGREEMENT UNDER CHAPTER 313 OF THE TEXAS TAX CODE, SUCH REINVESTMENT ZONE LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT, HOPKINS COUNTY, TEXAS, TO BE KNOWN AS THE "HOPKINS ENERGY LLC REINVESTMENT ZONE #2"; ESTABLISHING THE BOUNDARIES THEREOF IN CONNECTION WITH AN APPLICATION FOR VALUE LIMITATION AGREEMENT FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES UNDER CHAPTER 313 OF THE TEXAS TAX CODE SUBMITTED BY HOPKINS ENERGY LLC (TAXPAYER I.D. 32063322963), COMPTROLLER APPLICATION #1384:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Sulphur Springs Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, a public hearing is required by Chapter 312 of the TEXAS TAX CODE prior to approval of a reinvestment zone; and,

WHEREAS, the District caused to be published in a newspaper of general circulation in Hopkins County, Texas timely notice of a public hearing regarding the possible designation of the area described in the attached **EXHIBIT 1** as a reinvestment zone, for the purpose of authorizing an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE; and,

WHEREAS, on December 19, 2019, the District's Board of Trustees held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached **EXHIBIT 1**; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE with Hopkins Energy LLC (Texas Taxpayer I.D. No. 32063322963); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Hopkins County, Texas to be known as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2," as shown on the attached **EXHIBIT 1**.

NOW THEREFORE, BE IT RESOLVED BY THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone;

(b) That the boundaries of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the description attached hereto as **EXHIBIT 1**;

(c) That creation of the boundaries as described in **EXHIBIT 1** will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" described in **EXHIBIT 1** meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE § 312.0025, encompassing the area described by the descriptions in **EXHIBIT 1**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2."

SECTION 4. That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was

published in newspapers of general circulation in the Sulphur Springs Independent School District, Hopkins County, Texas; and that, furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this 13th day of January, 2020.

SULPHUR SPRINGS
INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn, President
Board of Trustees

ATTEST:

By: _____
Jason Dietze, Secretary
Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

A public hearing will be conducted by the Sulphur Springs Independent School District to receive public input on a proposal to create a Reinvestment Zone for tax abatement on certain property located within Hopkins County, Texas. Specifically, the reinvestment zone consists of the parcels listed as follows:

Parcel ID	Acreage	Abstract	Tract	Survey
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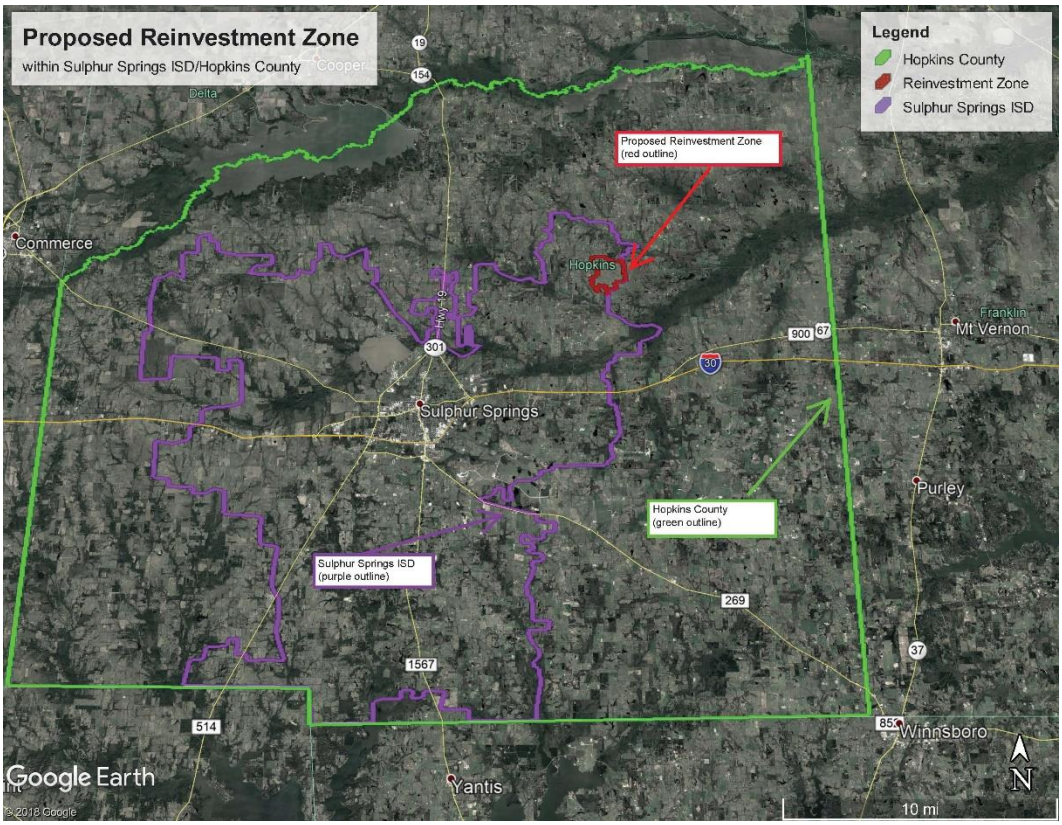
R000010377	73.220	ABS: 50	TR: 20-01	SUR: BARB OCELA
R000010401	76.500	ABS: 50	TR: 34	SUR: BARB OCELA
R000010362	60.000	ABS: 50	TR: 10-11	SUR: BARB OCELA
R000010403	119.500	ABS: 50	TR: 36	SUR: BARB OCELA
R000019079	326.600	ABS: 709	TR: 1	SUR: NEELY M S
R000028553	72.640	ABS: 50	TR: 20-05	SUR: BARB OCELA


Proposed Reinvestment Zone
within Sulphur Springs ISD/Hopkins County
Legend
Hopkins County
Reinvestment Zone
Sulphur Springs ISD
Proposed Reinvestment Zone (red outline)
Hopkins County (green outline)
Sulphur Springs ISD (purple outline)
Commerce
Cooper
Delta
Hopkins
Sulphur Springs
Franklin
Mt Vernon
Purley
Winnsboro
Yantis
Google Earth
© 2018 Google
10 mi
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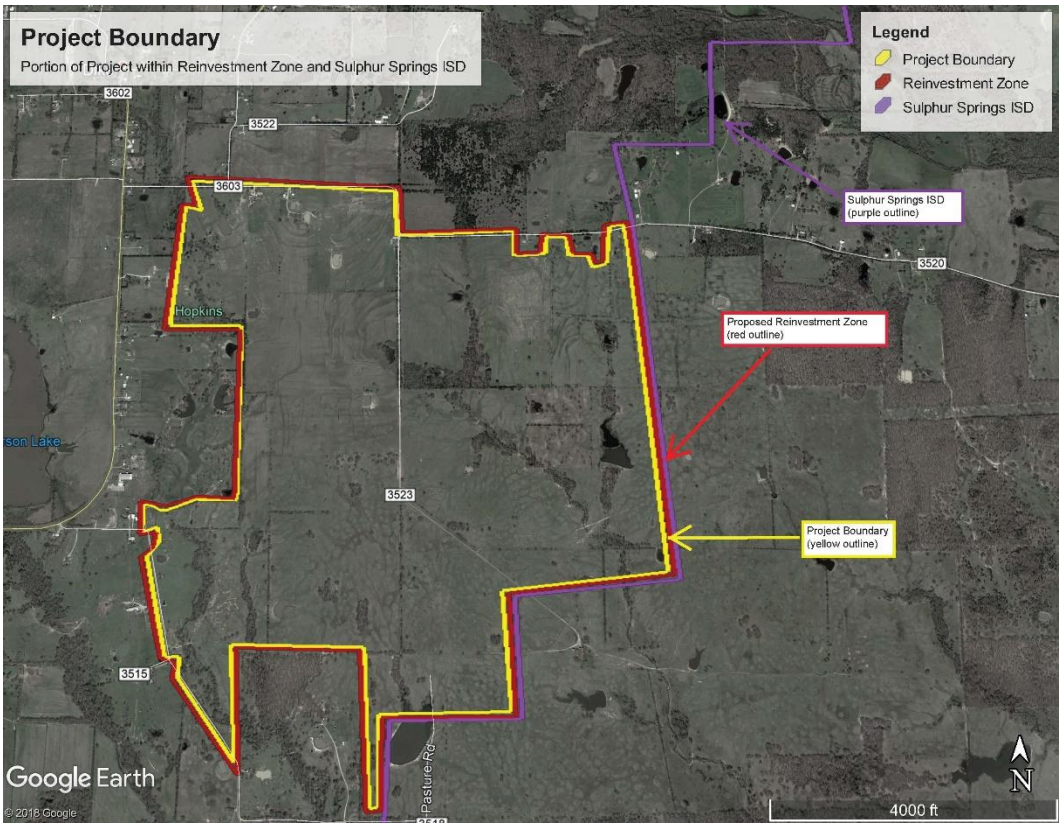
Project Boundary
Portion of Project within Reinvestment Zone and Sulphur Springs ISD
Legend
Project Boundary
Reinvestment Zone
Sulphur Springs ISD
Sulphur Springs ISD (purple outline)
Proposed Reinvestment Zone (red outline)
Project Boundary (yellow outline)
Hopkins
Google Earth
© 2018 Google
4000 ft
N

EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND

Not Applicable.

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

Hopkins Energy LLC is a proposed solar electric generating facility anticipated to be established in Hopkins County, Texas. The facility, which will encompass approximately 1,184 acres in Sulphur Springs ISD will be located in the northeastern portion of the county. Hopkins Energy LLC will be located in two different school districts with 40% of the project being located in Sulphur Springs ISD. The maps below further define the location of the facility.

128 MW-AC of capacity, 650,000 photovoltaic panels, and 56 central inverters of Hopkins Energy LLC will be located within Sulphur Springs ISD.

Hopkins Energy LLC requests that this application includes but is not limited to the following components of this project:

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

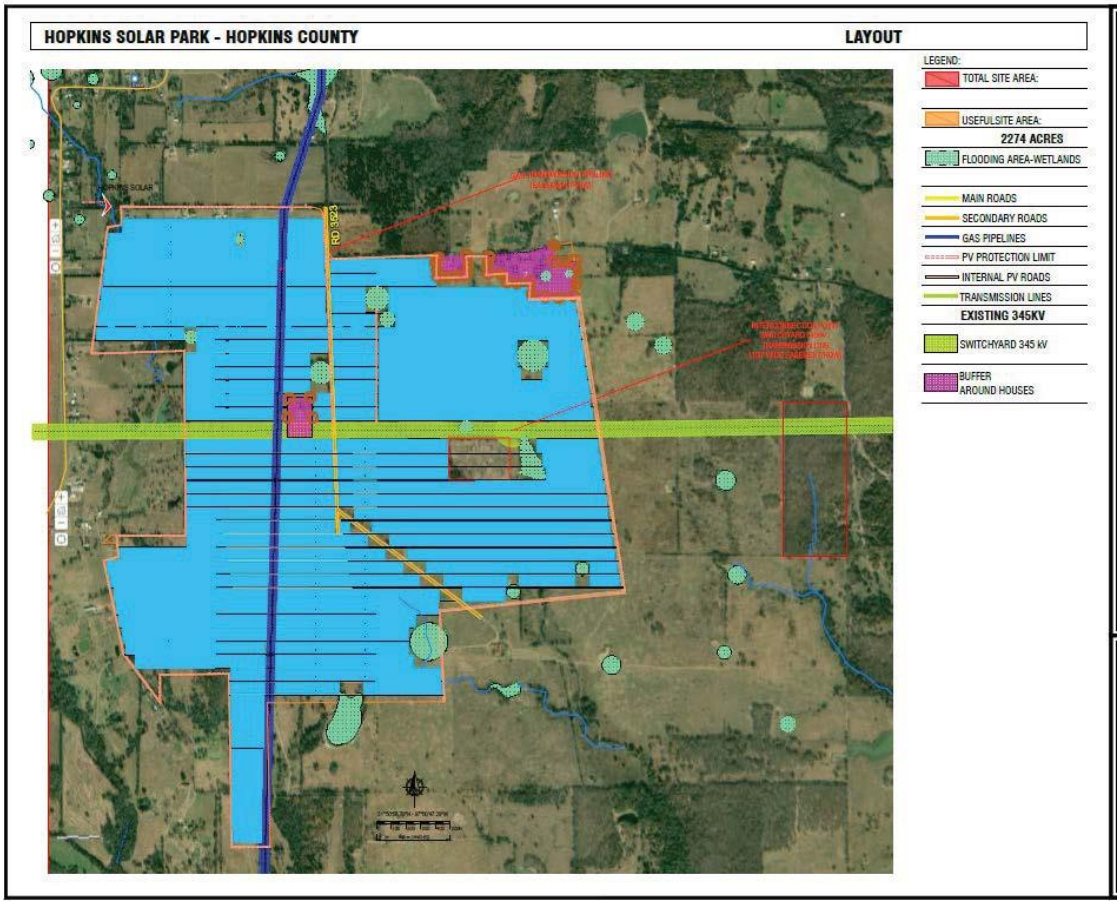

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

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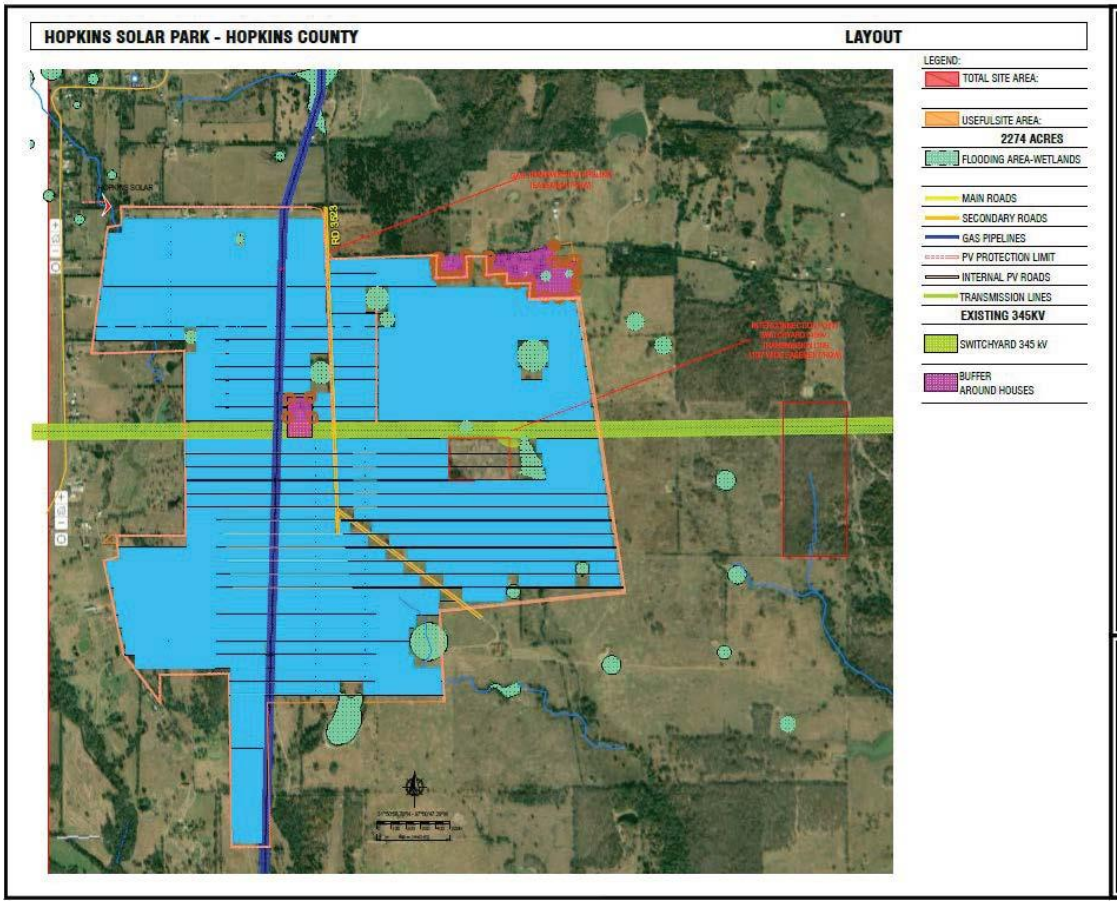

EXHIBIT 5
AGREEMENT SCHEDULE

	Agreement Year	School Year	Tax Year	Date of Appraisal	Summary Description
Qualifying Time	QTP1	2021 – 2022	2021	January 1, 2021	No Limitation
Limitation Period (10 Years)	QTP2 / L1	2022 – 2023	2022	January 1, 2022	$30M Limitation
	L2	2023 – 2024	2023	January 1, 2023	$30M Limitation
	L3	2024 – 2025	2024	January 1, 2024	$30M Limitation
	L4	2025 – 2026	2025	January 1, 2025	$30M Limitation
	L5	2026 – 2027	2026	January 1, 2026	$30M Limitation
	L6	2027 – 2028	2027	January 1, 2027	$30M Limitation
	L7	2028 – 2029	2028	January 1, 2028	$30M Limitation
	L8	2029 – 2030	2029	January 1, 2029	$30M Limitation
	L9	2030 – 2031	2030	January 1, 2030	$30M Limitation
	L10	2031 – 2032	2031	January 1, 2031	$30M Limitation
Maintain Viable Presence (5 Years)	MVP1	2032 – 2033	2032	January 1, 2032	No Limitation
	MVP2	2033 – 2034	2033	January 1, 2033	No Limitation
	MVP3	2034 – 2035	2034	January 1, 2034	No Limitation
	MVP4	2035 – 2036	2035	January 1, 2035	No Limitation
	MVP5	2036 – 2037	2036	January 1, 2036	No Limitation

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §
§
COUNTY OF HOPKINS §

A RESOLUTION DESIGNATING A REINVESTMENT ZONE IN CONNECTION WITH AN ECONOMIC DEVELOPMENT AGREEMENT UNDER CHAPTER 313 OF THE TEXAS TAX CODE, SUCH REINVESTMENT ZONE LOCATED WITHIN THE GEOGRAPHIC BOUNDARIES OF THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT, HOPKINS COUNTY, TEXAS, TO BE KNOWN AS THE "HOPKINS ENERGY LLC REINVESTMENT ZONE #2"; ESTABLISHING THE BOUNDARIES THEREOF IN CONNECTION WITH AN APPLICATION FOR VALUE LIMITATION AGREEMENT FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES UNDER CHAPTER 313 OF THE TEXAS TAX CODE SUBMITTED BY HOPKINS ENERGY LLC (TAXPAYER I.D. 32063322963), COMPTROLLER APPLICATION #1384:

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (TEXAS TAX CODE § 312.0025) permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of the state in which the school district is located; and,

WHEREAS, the Sulphur Springs Independent School District (the "District") desires to promote the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, a public hearing is required by Chapter 312 of the TEXAS TAX CODE prior to approval of a reinvestment zone; and,

WHEREAS, the District caused to be published in a newspaper of general circulation in Hopkins County, Texas timely notice of a public hearing regarding the possible designation of the area described in the attached **EXHIBIT 1** as a reinvestment zone, for the purpose of authorizing an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE; and,

WHEREAS, on December 19, 2019, the District's Board of Trustees held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached **EXHIBIT 1**; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an *Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes*, as authorized by Chapter 313 of the TEXAS TAX CODE with Hopkins Energy LLC (Texas Taxpayer I.D. No. 32063322963); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Hopkins County, Texas to be known as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2," as shown on the attached **EXHIBIT 1**.

NOW THEREFORE, BE IT RESOLVED BY THE SULPHUR SPRINGS INDEPENDENT SCHOOL DISTRICT:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated into this Resolution as findings of fact.

SECTION 2. That the Board of Trustees of the District, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the adoption of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone;

(b) That the boundaries of the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the description attached hereto as **EXHIBIT 1**;

(c) That creation of the boundaries as described in **EXHIBIT 1** will result in economic benefits to the District and to land included in the zone, and that the improvements sought are feasible and practical; and,

(d) That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" described in **EXHIBIT 1** meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE § 312.0025, encompassing the area described by the descriptions in **EXHIBIT 1**, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2."

SECTION 4. That the "HOPKINS ENERGY LLC REINVESTMENT ZONE #2" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

SECTION 5. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the District's Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, TEXAS GOVERNMENT CODE, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was

published in newspapers of general circulation in the Sulphur Springs Independent School District, Hopkins County, Texas; and that, furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this 13th day of January, 2020.

SULPHUR SPRINGS
INDEPENDENT SCHOOL DISTRICT

By: _____
Robbin Vaughn, President
Board of Trustees

ATTEST:

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Jason Dietze, Secretary
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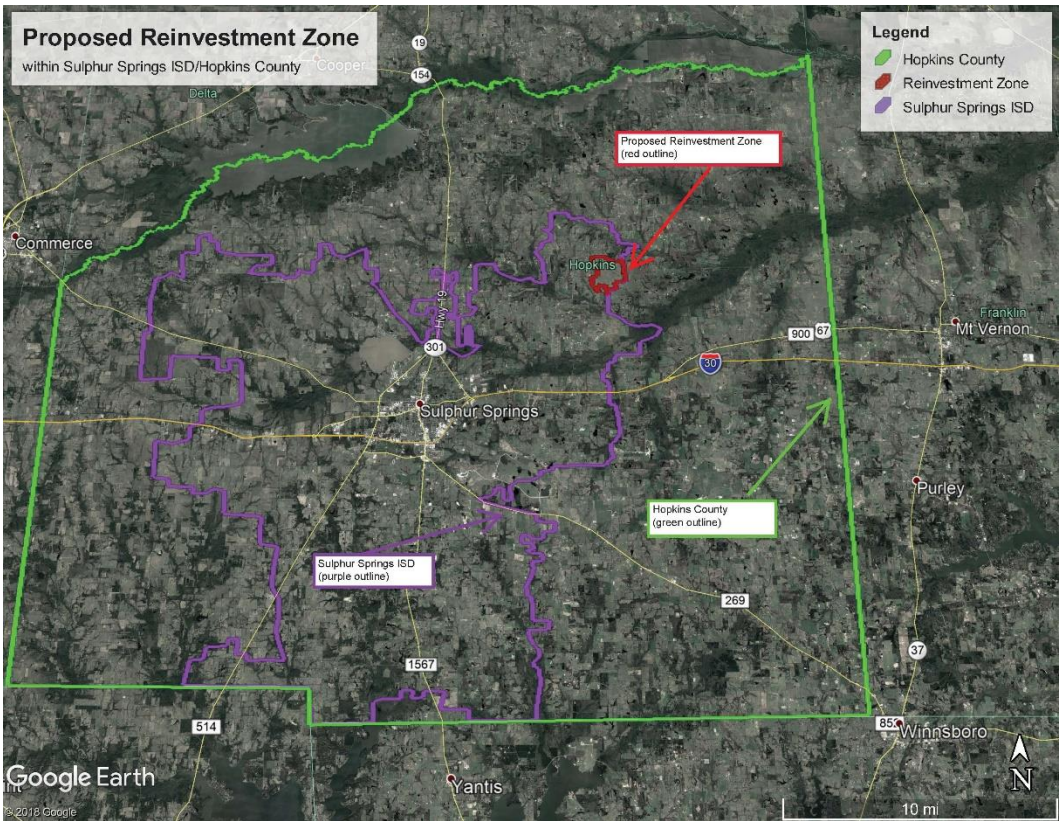
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Commerce
Cooper
Delta
Hopkins
Sulphur Springs
Franklin
Mt Vernon
Purley
Winnsboro
Yantis
Google Earth
© 2018 Google
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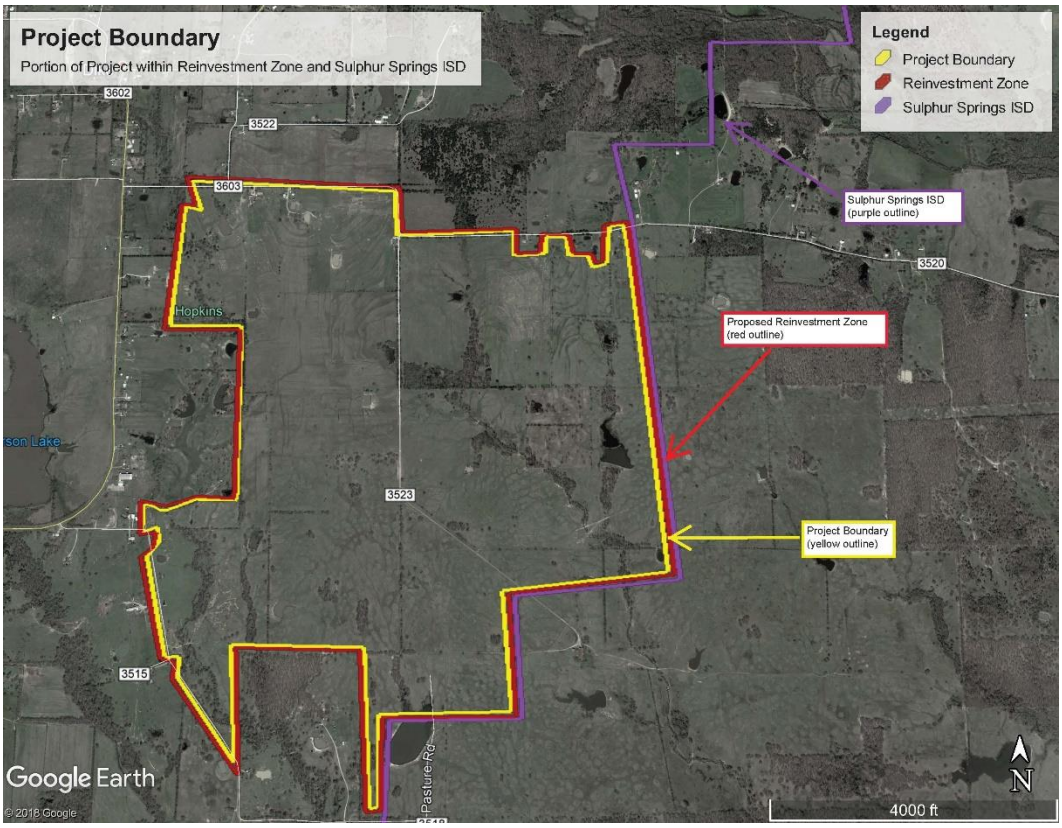
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