

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

by and between

MUENSTER INDEPENDENT SCHOOL DISTRICT

and

WILDCAT CREEK WIND FARM LLC

(Texas Taxpayer ID #32066001960)

Comptroller Application # 1394

Dated

December 18, 2019

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

STATE OF TEXAS
COUNTY OF COOKE

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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 **MUENSTER 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 **WILDCAT CREEK WIND FARM LLC**, Texas Taxpayer Identification Number 32066001960, 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 12, 2019, the Superintendent of Schools of the MUENSTER 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 12, 2019, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

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

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and August 22, 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 Cooke County Appraisal District established in Cooke County, Texas (the "Cooke 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 November 18, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

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

WHEREAS, on December 18, 2019, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on December 18, 2019, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on December 18, 2019, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on 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; and

WHEREAS, on December 18, 2019, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary, or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President to execute and deliver such Agreement to the Applicant.

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 WILDCAT CREEK WIND FARM LLC, (Texas Taxpayer ID #32066001960) 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 12, 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 Cooke County Appraisal District.

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

“Commercial Operation” means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land, is able to generate electricity, and is connected to the grid with an interconnection agreement.

“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 Cooke County, Texas.

"District" or "School District" means the MUENSTER 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, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the term of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article VI.

“Applicable School Finance Law” means Chapters 41, 42, 48 and 49 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 rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term 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.

"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.

"Revenue Protection Amount" means the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date as set forth in Section 4.2 of this Agreement.

"Net Tax Benefit" means, (i) the amount of maintenance and operations *ad valorem* taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (ii) less the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years of this Agreement, plus (B) any payments due to the District under Articles IV and V under this Agreement.

"New M&O Revenue" means the total State and local Maintenance and Operations Revenue that the District would have actually received for such school year, if calculated based on the District's taxable value of property for the preceding tax year.

"Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year. For purposes of this calculation, the Third Party will base its calculations upon the District's taxable value of property for the prior

school year as certified by, as appropriate the County Appraisal District or the Texas Comptroller's Office for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, plus the taxable value of the Qualified Property for the prior school year subject to this Agreement. (For clarification, the taxable value used by the District in calculating the taxes payable for Interest and Sinking Fund taxation purposes on Applicant's Qualified Property will be used for the Qualified Property in lieu of the property's M&O taxable value.)

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 August 22, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.
- B. The Application Approval Date for this Agreement is December 18, 2019.
- C. The Qualifying Time Period for this Agreement:
 - i. Starts on December 18, 2019, the Application Approval Date; and
 - ii. Ends on December 31, 2021, the last day of the second complete Tax Year following the Qualifying Time Period start date.
- D. The Tax Limitation Period for this Agreement:
 - i. Starts on January 1, 2021, first complete tax year that begins after the date of the commencement of Commercial Operation; and
 - ii. Ends on December 31, 2030.
- E. The Final Termination Date for this Agreement is December 31, 2035.

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) based on Section 313.054 of the TEXAS TAX CODE.

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.

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

- A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 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 \$900.50 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) 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 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)(1) 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, solely and directly resulting 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 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, for which the execution of this Agreement was a sole and direct producing cause, will be borne solely by Applicant and not by District.

The Parties hereto expressly understand and agree that, for all years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable 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 Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and (iii) may change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

A. Calculation of the Revenue Protection Amount.

The amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The Revenue Protection Amount owed by the Applicant to District means the Original M&O Revenue minus the New M&O Revenue;

Where:

1. *"Original M&O Revenue"* means the total State and local Maintenance & Operations Revenue that the District would have received for the school year

under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year. For purposes of this calculation, the Third Party will base its calculations upon the District's taxable value of property for the prior school year as certified by, as appropriate by the County Appraisal District or the Texas Comptroller's Office for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, plus the taxable value of the Qualified Property for the prior school year subject to this Agreement. (For clarification, the taxable value used by the District in calculating the taxes payable for Interest and Sinking Fund taxation purposes on Applicant's Qualified Property will be used for the Qualified Property in lieu of the property's M&O taxable value.)

2. *"New M&O Revenue"* means the total State and local Maintenance & Operations Revenue that the District would have actually received for such school year, if calculated based on the District's taxable value of property for the preceding tax year.

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.A.2. of this Agreement will reflect the Tax Limitation Amount for such year.

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") approved each year by the District. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made by the Third Party under this Agreement shall be made using a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.4. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax 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 under Section 4.5. 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. 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 Article IV, 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 Applicant, but subject to the provisions of Section 4.7, 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 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 4.6. PAYMENT BY APPLICANT. 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 next following the tax levy for each year for which this Agreement is effective; provided, however, that the District and the Applicant may mutually agree in writing to extend the date of payment. By such date, the Applicant shall also pay any amount billed by the Third Party, 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 which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00). For any Tax Year outside of the Tax Limitation Period, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Seven Thousand Five Hundred Dollars (\$7,500.00).

Section 4.7. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party selected under Section 4.6 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the 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 amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.8. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, as a sole and direct cause of its participation in this Agreement, Applicant shall make payments to District, up to the limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a sole and direct cause of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

Section 4.9. REVENUE PROTECTION PAYMENT FOR FIRST YEAR OF LIMITATION. The parties agree that the amount calculated by the third party for the first year of the Tax Limitation Period will be paid to the school district in four equal installments. Each installment payment is due on or before the January 31 next following the tax levy for each of the first four years of the Tax Limitation Period. All payments made by the Applicant to the District under this Section 4.9 will be independent of, and in addition to any payments due in the future from the Applicant to the District under the Tax Limitation Agreement.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Section 4.2 of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following: all non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable

classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project during any project construction year.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

A. Amounts Exclusive of Indemnity Amounts. 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 "Supplemental Payments"). 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, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV and V are subject to the limitations contained in Section 7.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 6.2.

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

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

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

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

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

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 2017-2018 Average Daily Attendance of 465.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO AGGREGATE LIMIT

In addition to the Supplemental Payment limitation set forth in Section 6.2 of this Agreement, during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

- (a) the "Applicant's Stipulated Supplemental Payment Amount," which is hereby defined as forty percent (40%) of the Applicant's "Net Tax Benefit," as such term is defined in Section 1.2, above; or
- (b) the "Aggregate Limit," as such term is defined in Section 1.2, above.

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.3, above.

B. 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, above.

C. The payment of all amounts due under this Article shall be made shall be paid on the date set forth in the schedule included in Section 6.3 above.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY. At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

Any designation of a successor beneficiary under this Section shall not alter the Supplemental Payments calculated as described in Section 6.5, above.

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; and
- 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 60 days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to

the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Cooke 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 Cooke 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 60 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 sixty (60) days provided for in Section 9.3.A, and (ii) thirty (30) days after

any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

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

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

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

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

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

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

Steven Self
Superintendent
Muenster Independent School District
113 East 7th Street
P.O. Box 608
Muenster, TX 76252
Phone: (940) 759-2281
Email: steven.self@muensterisd.org

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

Steve Irvin
Executive Vice President
EDP Renewables North America LLC
808 Travis Street, Suite 700
Houston, TX 77022
Phone: (713) 265-0350
Email: steve.irvin@edpr.com

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

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.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; and

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

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

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

Section 10.3. ASSIGNMENT.

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

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

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

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

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

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

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

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

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

Section 10.9. INTERPRETATION.

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

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

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

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

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

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all

economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

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

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

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

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

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

Section 10.14. CONFLICTS OF INTEREST.

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

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

service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

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

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.

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

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

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

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

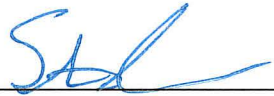
B. Delivery is deemed complete as follows:

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

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 18th day of December, 2019.

WILDCAT CREEK WIND FARM LLC

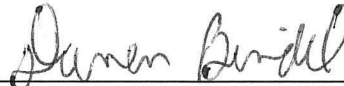
By: _____



Steve Irvin
Executive Vice President,
Western and Central Regions and Mexico

MUENSTER INDEPENDENT SCHOOL DISTRICT

By: _____



PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: _____



SECRETARY, BOARD OF TRUSTEES

IN THE EVENT OF CONFLICT

By: _____

VICE PRESIDENT, BOARD OF TRUSTEES

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

At the time of the Application Approval Date, pursuant to Chapter 312 of the Texas Tax Code, the Cooke County Commissioner's Court designated the below tracts of land as the Cooke County, Texas Tax Abatement Reinvestment Zone No. 2019-01. A map of this contiguous Reinvestment Zone is attached as the last page of this **EXHIBIT 1** following the legal description of the zone. All of the Applicant's Qualified Property and Applicant's Qualified Investment will be located within the boundaries of this Cooke County, Texas Tax Abatement Reinvestment Zone No. 2019-01.

Cooke County Commissioners Court
Resolution Designating Reinvestment Zone 2019-01

WHEREAS, Cooke County, Texas, ("COUNTY"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, ("the Act"), wishes to designate a new reinvestment zone in an effort to attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the county; and

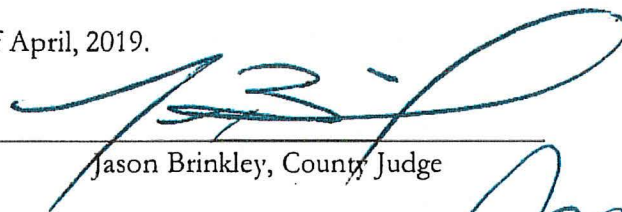
WHEREAS, COUNTY, after conducting a public hearing evidence and testimony of all persons wishing to be heard, hereby makes the following findings and determinations:

- (a) That COUNTY is eligible under Texas Tax Code Section 312.002 to designate the area as a reinvestment zone.
- (b) That a public hearing on the adoption of the Reinvestment Zone 2019-01 has been properly called, held and conducted and that the required notice of such hearing has been given to the public and to all taxing units overlapping the territory inside the proposed reinvestment zone;
- (c) That the creation of Reinvestment Zone 2019-01 as described in Exhibit "A" will result in benefits to the COUNTY and to the land included in the Reinvestment Zone 2019-01 and the improvements sought would contribute to the economic development of the county;
- (d) That Reinvestment Zone 2019-01 as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the Cooke County Guidelines and Criteria for Tax Abatement; and

THEREFORE, pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, the COUNTY hereby creates and designates a reinvestment zone for only the areas as described in Exhibit "A" and hereby designated as Cooke County Reinvestment Zone 2019-01.

FURTHERMORE, if for any reason, any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be held invalid, it shall not affect any valid provision of this or any other Resolution of the COUNTY.

Signed and adopted this 8th day of April, 2019.



Jason Brinkley, County Judge



Gary Hollowell, Commissioner, Pct. 1



John Klement, Commissioner, Pct. 3




Jason Snuggs, Commissioner, Pct. 2



Leon Klement, Commissioner, Pct. 4

Attest:



Pam Harrison, County Clerk

Wildcat Creek Wind Farm LLC
Chapter 313 Application to Muenster ISD

TAB #9

Description of Land

The Applicant, Wildcat Creek Wind Farm LLC, currently leases land within Cooke County that could accommodate the potential project.

Parcel	Acres	Landowner	Survey & Abstract Description
115	1	BOWLES HAROLD & CINDY	GARNER J 0392 ACRES 1.0
138	75.67	KNIGHT JOE M & GAIL K	NAIL H 0790 ACRES 75.67
139	1	KNIGHT JOE M & GAIL K	NAIL H 0790 ACRES 1.0
142	158	WILLIAMSON LINDA GAIL	TAYLOR J 1007 ACRES 158.0
308	78.02	MARCHANT KENNY JR	MARTIN A 0637 ACRES 78.02
309	10.49	PYLE BETTY ELIZABETH	MARTIN A 0637 ACRES 10.49
310	1	PYLE BETTY ELIZABETH	MARTIN A 0637 ACRES 1.0
440	1.6	FLEITMAN BEN JR & CAROL	BBB & CRR, 0182 ACRES 1.6
441	225	HELLMAN FARM LTD	BBB & CRR, 0182 ACRES 200.8
442	225	HELLMAN FARM LTD	MEP & PRR CO, 0766 ACRES 225.0
456	168.92	SCHUMACHER RICHARD ETUX	MCKNELLY SW, 0656 ACRES 168.92
457	1	SCHUMACHER RICHARD ETUX	MCKNELLY SW, 0656 ACRES 1.0
458	151.08	SCHUMACHER RICHARD ETUX	ROSSON WC, 0887 ACRES 151.08
564	107.44	HARTMAN ROBERT & SHARLENE	LEWIS J, 0567 ACRES 107.44
690	1	SARGENT JERRY D	THOMPSON BJ, 1006 ACRES 1.0
691	1.92	BREWER DAVID & DENISE	THOMPSON BJ, 1006 ACRES 1.92
692	156.44	SARGENT JERRY D	THOMPSON BJ, 1006 ACRES 156.44
929	76	BAYER ANNA MARIE	LINN P, 1407 ACRES 76.0
930	188.5	BAYER ANNA MARIE	LINN JD, 1547 ACRES 188.5
955	130	BAYER REGINALD J & PATRICIA A REV TR	BBB & CRR, 0182 ACRES 130.0
1082	449	FLEITMAN CHARLES & BEVERLY	THAMES A 1010 ACRES 49.0

Wildcat Creek Wind Farm LLC
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1083	1	FLEITMAN CHARLES & BEVERLY	THAMES A 1010 ACRES 1.07
1136	80	LOWREY MONICA	NAIL H, 0790 ACRES 80.0, O'CONNER PLACE
1138	227.48	BECKER WERNER & LINDA	LANGHAM M, 0564 ACRES 227.48, HOME PLACE
1139	1.41	BECKER MICHAEL & BILLIE	LANGHAM M, 0564 ACRES 1.41
1140	1	BECKER WERNER & LINDA	LANGHAM M, 0564 ACRES 1.
1315	36.81	VILLA GILBERT & AINOHAM	MARTIN A 0637 ACRES 36.81
1344	34	TAYLOR CARRISA BERRY & LEAH BERRY PARKER	SPRR CO, 0981 ACRES 34.0
1345	1	WEAVER KERRY DON JR & STEPHANIE ANN	DAVIDSON JT, 0302 ACRES 1.0
1346	9.39	WEAVER KERRY DON JR & STEPHANIE ANN	DAVIDSON JT, 0302 ACRES 9.39
1478	2.78	BIFFLE JIMMY JACK	TOBY T, 1060 ACRES 2.78
2459	158.13	MITCHELL KENNETH JR	CARSON T, 0203 ACRES 158.13, EAST PLACE
2463	332.16	DIXON FOUNDATION	DAVIS J, 0331 ACRES 332.16
2465	88.2	DIXON FOUNDATION	POLK T, 0816 ACRES 88.2
2466	110	DIXON FOUNDATION	WILLIAMSON JM, 1107 ACRES 110.0
2467	1	KLEMENT ROBERT G & GLORIA	BBB & CRR, 0147 ACRES 1.0
2468	46.36	DIXON FOUNDATION	RICE GN, 1742 ACRES 46.36
2475	83.69	KLEMENT SCOTT MICHAEL	TOBY T, 1062 ACRES 83.69
2534	32.29	GROCE JARED J & LEAH	TOBY T, 1061 ACRES 32.29
2655	1	MCBEE MARILYN SLIMAN	NAIL H, 0790 ACRES 1.0
2656	3.82	MCBEE HAL D JR	NAIL H, 0790 ACRES 3.82
2657	52	BONILLA VINCENT D ETUX	NAIL H, 0790 ACRES 52.0
2983	80	CANADAY LAURA F REVOCABLE TR	MARTIN A 0637 ACRES 80.0
3218	286.44	HARTMAN THOMAS FAMILY REAL EST LP	THOMPSON BJ, 1006 ACRES 286.44
3363	201.38	STEPHENS MARY	TOBY T, 1061 ACRES 201.38
3364	1	STEPHENS MARY	TOBY T, 1061 ACRES 1.0
4054	1	MORRIS KAREN COURSEY	HENDERSON WH, 1205 ACRES 1.0
4055	103.7	MORRIS KAREN COURSEY	HENDERSON WH, 1205 ACRES 103.7

ATTACHMENT TO APPLICATION FOR CHAPTER 313 APPRAISED VALUE
LIMITATION BY WILDCAT CREEK WIND FARM LLC TO MUENSTER ISD

Wildcat Creek Wind Farm LLC
Chapter 313 Application to Muenster ISD

4429	35.67	DANGELMAYR JAMES T ETAL	SA & MG RR, 0973 ACRES 35.67, SOUTH RANCH-HOLLARS
4464	2.79	DANGELMAYR CHARLOTTE TR	MEP & PRR CO, 0766 ACRES 2.79
5497	121.79	FUHRMANN MICHAEL J ETUX	MCKINNEY & WILLIAMS, 0757 ACRES 121.79
5498	93.96	FUHRMANN MICHAEL J ETUX	BBB & CRR, 0182 ACRES 93.96
5517	4.03	LITTLE KEVIN S & KASSIA	CARSON T, 0203 ACRES 4.03
5520	267.8	ENDERBY THOMAS STANLEY	CARSON T, 0203 ACRES 267.8
5549	38.6	BEWLEY GLENN D	TREVINO R, 1219 ACRES 38.6
5908	126.5	DANGELMAYR THOMAS & SHAWN DANGELMAYR	STANLEY CF, 0907 ACRES 126.5
6011	1	MALONE WILLIAM & LINDA	TAYLOR J, 1044 ACRES 1.0, LABEL# TEX0366838, SN1 P4318A; TIT
6012	28.18	MALONE WILLIAM & LINDA	TAYLOR J, 1044 ACRES 28.18
6031	21.52	FLEITMAN DANIEL	LANGHAM M, 0564 ACRES 21.52
6032	1	FLEITMAN DANIEL	LANGHAM M, 0564 ACRES 1.0
6196	56.18	CROSSEN FAMILY RANCH LTD	MILLARD RF 0646 ACRES 56.18
6197	26	COMPADRE CATTLE CO LLC	NOBLE AW 0797 ACRES 26.0
6201	10.73	COMPADRE CATTLE CO LLC	WHALEY JC 1757 ACRES 10.73
6205	8.99	CROSSEN FAMILY RANCH LTD	DILLION C 1685 ACRES 8.99
6207	40	CROSSEN FAMILY RANCH LTD	WATKINS WR 1582 ACRES 40.0
6208	466.52	ELLIS G C MORTON & MARY W	INGLISH LA 1568 ACRES 466.52
6209	651.35	CROSSEN FAMILY RANCH LTD	HULEN H 1565 ACRES 651.35
6216	1	COMPADRE CATTLE CO LLC	FEARS JT 1253 ACRES 1.0
6217	6.3	CROSSEN FAMILY RANCH LTD	FEARS JT 1253 ACRES 6.3
6219	160	COMPADRE CATTLE CO LLC	WELLS RB 1117 ACRES 160.0
6220	103.03	CROSSEN FAMILY RANCH LTD	WHITTEN JW 1115 ACRES 103.03
6221	1	CROSSEN FAMILY RANCH LTD	WHITTEN JW 1115 ACRES 1.0
6222	160	CROSSEN FAMILY RANCH LTD	TEMPLETON A 1037 ACRES 160.0
6223	320	CROSSEN FAMILY RANCH LTD	TOBY T 1049 ACRES 320.0
6224	20.31	BOYD FAMILY LIVING TRUST	TAYLOR J, 1007 ACRES 200.31

ATTACHMENT TO APPLICATION FOR CHAPTER 313 APPRAISED VALUE
LIMITATION BY WILDCAT CREEK WIND FARM LLC TO MUENSTER ISD

Wildcat Creek Wind Farm LLC
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6225	440.38	CROSSEN FAMILY RANCH LTD	SA & MG RR 0999 ACRES 41.92
6226	249.54	CROSSEN FAMILY RANCH LTD	MEP & CRR CO 0991 ACRES 249.54
6227	8.55	CROSSEN FAMILY RANCH LTD	DEMORSE C 0332 ACRES 8.55
6232	320	COMPADRE CATTLE CO LLC	HAGGERTY J 0508 ACRES 320.0
6236	160	CROSSEN FAMILY RANCH LTD	FEARS JA 1254 ACRES 160.0
6304	124.23	KLEMENT SCOTT MICHAEL	TOBY T, 1062 ACRES 124.23
6308	1	FLEITMAN KENNETH & SUSAN	TOBY T, 1060 ACRES 1.0
6309	60	FLEITMAN KENNETH & SUSAN	TOBY T, 1060 ACRES 60.0
6310	36.13	FLEITMAN KENNETH & SUSAN	TOBY T, 1062 ACRES 36.13
6650	155.17	MITCHELL KENNETH JR	LANGHAM M, 0564 ACRES 155.17
6678	1.91	SICKING BILL	NAIL H, 0790 ACRES 1.91
7087	192.85	SAPPENFIELD MATTIE LIEU LIVING TRUST	MEP & PRR CO, 0766 ACRES 192.85
7231	200	KLEMENT DANIEL	NAIL H, 0790 ACRES 200.0
7518	194.85	KLEMENT ROBERT G & GLORIA, SCOTT M & ZONYA T KLEMENT, JUSTIN R & AMANDA G	NAIL H, 0790 ACRES 194.85
7541	32.46	GREWING HENRY JR & DORIS	I & GN RR CO, 1264 ACRES 32.46
7543	85.48	GREWING HENRY JR & DORIS	CULP JM, 1351 ACRES 85.48
7545	167	GREWING HENRY JR & DORIS	LANGHAM M, 0564 ACRES 167.0
7546	1	GREWING HENRY JR & DORIS	LANGHAM M, 0564 ACRES 1.0
7547	22.86	GREWING HENRY JR & DORIS	LANGFORD E, 0566 ACRES 22.86
7548	29.5	GREWING HENRY JR & DORIS	BBB & CRR, 0182 ACRES 29.5
7652	74.54	WREN MITCHELL	TAYLOR J 1007 ACRES 56.54
7653	1	VILLA GILBERT A & ROBBIE	NOBLE AW 0797 ACRES 1.0
7654	40.53	VILLA GILBERT A & ROBBIE	NOBLE AW 0797 ACRES 40.53
7735	213.5	HACKER MAURUS ETAL	GARNER J, 0392 ACRES 213.5
8152	69.41	HARTMAN THOMAS FAMILY REAL EST LP	TOWNSLEY JL, 1551 ACRES 69.41
8153	93.56	HARTMAN THOMAS FAMILY REAL EST LP	CCSL, 1188 ACRES 96.44
8373	50	FLEITMAN CHARLES & BEVERLY	THAMES A 1010 ACRES 50.0

ATTACHMENT TO APPLICATION FOR CHAPTER 313 APPRAISED VALUE
LIMITATION BY WILDCAT CREEK WIND FARM LLC TO MUENSTER ISD

Wildcat Creek Wind Farm LLC
Chapter 313 Application to Muenster ISD

8533	1	KLEMENT SCOTT & ZONYA	TOBY T, 1060 ACRES 1.0
8628	87.66	EVANS VICKIE HENLEY	NAIL H, 0790 ACRES 87.66, N PT
8735	274.43	HERMES C WILLIAM & MARY EVELYN CO TRS OF HERMES FAMILY REV TE=R	DAVIDSON JT, 0302 ACRES 274.43
8737	1	HERMES C WILLIAM & MARY EVELYN CO TRS OF HERMES FAMILY REV TE=R	DAVIDSON JT, 0302 ACRES 1.0
8889	1	HESS CHRIS A	MILLS S, 0631 ACRES 1.0
8890	79.1	HESS CHRIS A	MILLS S, 0631 ACRES 79.1
8893	26.72	HESS CHRIS A	YANTIS JB, 1555 ACRES 26.72
8996	53.5	HILL E D ESTATE	MCCLELLAND W, 0752 ACRES 53.5
9210	1	KILCREASE ROBERT H	MARTIN A 0637 ACRES 1.0
9212	168.42	KILCREASE ROBERT H & KILCREASE JAMES ORVILLE	MARTIN A 0637 ACRES 149.19
9224	156.29	SICKING KENNETH D	CARSON T, 0203 ACRES 156.29
9293	1.5	HOOD COMMUNITY IMP CLUB	DAVIDSON JT, 0302 ACRES 1.5
9504	125.44	BAKER VICKIE,PAUL HUDSPETH & DALE HUDSPETH TRU	MARTIN A 0637 ACRES 125.44
9508	6.24	BAKER VICKIE,PAUL HUDSPETH & DALE HUDSPETH TRU	NOBLE AW 0797 ACRES 6.24
9884	1	DANGELMAYR PAUL ETUX	LANGFORD E, 0566 ACRES 1.0
9885	482.84	DANGELMAYR CHARLOTTE TR	BBB & CRR, 0146 ACRES 482.84
9887	1	DANGELMAYR CHARLOTTE TR	BBB & CRR, 0146 ACRES 1.0
9888	27.6	DANGELMAYR CHARLOTTE TR	DAVIS J, 0331 ACRES 27.6
9889	33	DANGELMAYR CHARLOTTE TR	POLK T, 0816 ACRES 33.0
9890	66	DANGELMAYR CHARLOTTE TR	WILLIAMSON JM, 1107 ACRES 66.0
9891	19.5	TRUBENBACH STEVEN & MELISSA	IRVINE AC, 1634 ACRES 19.5
9892	19.32	DANGELMAYR JOE HENRY ETUX	I & GN RR CO, 1264 ACRES 19.32
9893	293	DANGELMAYR JOE HENRY ETUX	I & GN RR CO, 1264 ACRES 394.48
9895	56.6	DANGELMAYR CHARLOTTE TR	CULP JM, 1350 ACRES 56.6
9896	474.53	TRUBENBACH STEVEN & MELISSA	BBB & CRR, 0150 ACRES 474.53
9898	10.69	TRUBENBACH STEVEN & MELISSA	AROCHA J J, 0022 ACRES 10.69

ATTACHMENT TO APPLICATION FOR CHAPTER 313 APPRAISED VALUE
LIMITATION BY WILDCAT CREEK WIND FARM LLC TO MUENSTER ISD

Wildcat Creek Wind Farm LLC
Chapter 313 Application to Muenster ISD

9899	84.2	DANGELMAYR CHARLOTTE TR	IRVINE AC, 1634 ACRES 84.2
9904	2.02	DANGELMAYR CHARLOTTE TR	LINN JD, 1547 ACRES 2.02
9905	12.13	DANGELMAYR CHARLOTTE TR	TOWNSLEY JL, 1551 ACRES 12.13
9943	316.29	MARTIN THURMAN JACK II	THAMES A 1010 ACRES 316.29
9944	7.5	MARTIN THURMAN JACK II	WATKINS WR 1582 ACRES 7.5
10145	2	JONES C L MILDRED	TAYLOR J 1007 ACRES 2.0 LABEL# DLS0060114 SN1 C482493 TITLE # 00223786
10503	36.5	LUTKENHAUS LEO G ETUX	MILLS S, 0631 ACRES 36.5
10504	1	LUTKENHAUS LEO G ETUX	MILLS S, 0631 ACRES 1.0
10505	12.5	LUTKENHAUS LEO G ETUX	YANTIS JB, 1555 ACRES 12.5
10579	1	KNABE MARK A & DEBBIE M	TOBY T, 1061 ACRES 1.0
10581	11.2	KNABE MARK A & DEBBIE M	TOBY T, 1061 ACRES 11.2
10611	252.6	SICKING KENNETH D	LANGHAM M, 0564 ACRES 252.6
10612	1	SICKING KENNETH D	LANGHAM M, 0564 ACRES 1.0
10661	1	WALTER PARTNERS LTD	CLEMENT SE, 0272 ACRES 1.0
10732	331.65	DANGELMAYR PAUL ETUX	LANGFORD E, 0566 ACRES 331.65
10753	208.2	KLEMENT DANIEL	GARNER J, 0392 ACRES 208.2
10755	1	KLEMENT DANIEL	GARNER J, 0392 ACRES 1.0
10772	123.25	KLEMENT ROBERT G	TOBY T, 1062 ACRES 123.25
10773	120.25	KLEMENT ROBERT G	TOBY T, 1062 ACRES 120.25
10774	57.8	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	DAVIDSON JT, 0302 ACRES 57.8
10775	1	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	STANLEY CF, 0907 ACRES 1.0
10777	132.3	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	STANLEY CF, 0907 ACRES 132.3
10779	20	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	STANLEY CF, 0907 ACRES 20.0
10781	168.4	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	MCCLELLAND W, 0752 ACRES 168.4
10783	195	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	NAIL H, 0790 ACRES 195.0

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10785	100.7	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	MCCLELLAND W, 0752 ACRES 100.7
10786	123.74	SICKING KENNETH D	DAVIDSON JT, 0302 ACRES 123.74
10793	163	KLEMENT ROBERT G	DAVIDSON JT, 0302 ACRES 163.0
10797	180	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	STANLEY CF, 0907 ACRES 180.0
10800	3	KLEMENT ROBERT G & GLORIA	WERTZ PR, 1465 ACRES 1.0
10828	0.5	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	NAIL H, 0790 ACRES .5
10829	4.5	KLEMENT MARY BIERSCHENK REVOCABLE TRUST	NAIL H, 0790 ACRES 4.5
10914	93.68	CROWDER KAREN REAL ESTATE LTD	THAMES A 1010 ACRES 93.68
10941	24.7	CROWDER KAREN REAL ESTATE LTD	THAMES A 1010 ACRES 24.7
10942	1.68	KNIGHT EDWIN & ANN	THAMES A 1010 ACRES 1.68
10943	1	KNIGHT ED & ANN FAMILY LTD	WATKINS WR 1582 ACRES 1.0
10944	7.5	KNIGHT ED & ANN FAMILY LTD	WATKINS WR 1582 ACRES 7.5
10947	176	KLEMENT BRYAN JOSEPH	NAIL H, 0790 ACRES 176.0
10949	167	KLEMENT BRYAN JOSEPH	THAMES A 1010 ACRES 153
10973	97.08	KNIGHT JOE M ETAL	NOBLE AW 0797 ACRES 97.08 LIFE EST WILLIAM H KNIGHT
11301	1	TRES CONDADO LAND CO LP	LANGFORD E, 0566 ACRES 1.
11483	500.01	KLEMENT ROBERT G & GLORIA	NAIL H, 0790 ACRES 500.01
11755	121	WOLF ERNEST J	LANGHAM M, 0564 ACRES 121.0
11757	1	WOLF ERNEST J	LANGHAM M, 0564 ACRES 1.0
11888	236.1	WALTER PARTNERS LTD	TOBY T, 1061 ACRES 236.1
12179	312.49	ZIMMERER ALBERT & IMOGENE REVOCABLE LIVING TR	LANGHAM M, 0564 ACRES 312.49
12180	1	ZIMMERER ALBERT & IMOGENE REVOCABLE LIVING TR	LANGHAM M, 0564 ACRES 1.0
12183	111.5	ZIMMERER ALBERT & IMOGENE REVOCABLE LIVING TR	DAVIDSON JT, 0302 ACRES 111.5
12185	1	ZIMMERER ALBERT & IMOGENE REVOCABLE LIVING TR	DAVIDSON JT, 0302 ACRES 1.0
12208	177	FETSCH GARRY	LANGHAM M, 0564 ACRES 177.0

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12516	83	BURNSIDE SHARON TR OF JOETTA KALER TRUST	TAYLOR J 1007 ACRES 83.0
12643	1.9	TREADAWAY JOHN S & PAMELA	THAMES A 1010 ACRES 1.9
12707	57.04	ROBERTSON PATRICIA J IRREV TR & ROBERT D LEVELL IRREV TR	MCKNELLY SW, 0656 ACRES 57.04
12708	42.45	ROBERTSON PATRICIA J IRREV TR & ROBERT D LEVELL IRREV TR	LANGHAM M, 0564 ACRES 42.45
12789	69.16	LEWTER HERSHEL J & JOHNNY L TR	LANGHAM M, 0564 ACRES 159.0
12791	1	LEWTER HERSHEL J & JOHNNY L TR	LANGHAM M, 0564 ACRES 1.0
12792	1	LEWTER HERSHEL J & JOHNNY L TR	DAVIDSON JT, 0302 ACRES 1.0
12794	124	LEWTER HERSHEL J & JOHNNY L TR	DAVIDSON JT, 0302 ACRES 124.0
12907	1	SCRIBNER TONY	HENDERSON WH, 1205 ACRES 1.0
13053	22.5	LUKE MELVIN & TERRI	MILLS S, 0631 ACRES 22.5
13054	6.5	LUKE MELVIN & TERRI	YANTIS JB, 1555 ACRES 6.5
13055	1	LUKE MELVIN & TERRI	YANTIS JB, 1555 ACRES 1.0
13095	117.82	HESS JUDITH LUTKENHAUS	MOORE JA, 0759 ACRES 117.82
13097	1	SCHUMACHER JANET HOENIG	MOORE JA, 0760 ACRES 1.0
13098	150.15	SCHUMACHER JANET HOENIG	MOORE JA, 0760 ACRES 150.15
13160	550	KNIGHT WALTER MILLER	NAIL H, 0790 ACRES 550.0
13588	205.75	WYRICK LARRY & JOANIE	NAIL H, 0790 ACRES 205.75
14722	3.77	WEBER JOSEPH J ETUX	DAVIDSON JT, 0302 ACRES 3.77
14783	0.9	TESTERMAN RONEY & DEBORAH	DAVIDSON JT, 0302 ACRES .9
14838	210.5	KLEMENT DANIEL	NAIL H, 0790 ACRES 210.5
14839	3.1	MORRISON KATY MAE	NOBLE AW 0797 ACRES 3.1
14840	101.5	MORRISON M B ETUX	NOBLE AW 0797 ACRES 101.5
14843	124	MORRISON KATY M	TAYLOR J 1007 ACRES 124.0
15021	115.3	KLEMENT ROBERT G & GLORIA	LEWIS J, 0567 ACRES 115.0
15022	110	KLEMENT ROBERT G & GLORIA	LEWIS J, 0567 ACRES 110.0
15091	1	WALTER SHAWN AARON	LANGHAM M, 0564 ACRES 1.0

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15577	2	COMPADRE CATTLE CO LLC	MEP & CRR CO 0991 ACRES 2.0
15578	73	COMPADRE CATTLE CO LLC	MEP & CRR CO 0991 ACRES 73.0
15608	77	KNIGHT JOE M & PATRICIA GAIL	NAIL H, 0790 ACRES 77.
15888	69	MARTIN THURMAN JACK II	NAIL H, 0790 ACRES 69.0
15890	5.5	MARTIN THURMAN JACK II	BOLIN J 0038 ACRES 5.5
15900	1	MITCHELL PARTNERS & MITCHELL TRUST	RUSK T, 0883 ACRES 1.0
15902	184.5	MITCHELL PARTNERS & MITCHELL TRUST	CARSON T, 0203 ACRES 184.5
15903	431.65	MITCHELL PARTNERS & MITCHELL TRUST	FOREMAN BA, 0390 ACRES 431.65
15904	2.15	MITCHELL PARTNERS & MITCHELL TRUST	TREVINO R, 1581 ACRES 2.15
15906	675	MITCHELL PARTNERS & MITCHELL TRUST	RUSK T, 0883 ACRES 675.0
16065	1	MULLER WELDON C ETUX	TOBY T, 1061 ACRES 1.
16066	19	MULLER WELDON C ETUX	TOBY T, 1061 ACRES 29.
16170	13.5	SCHILLING FRANK JR	SHORT JC, 1720 ACRES 13.5
16171	8.5	SCHILLING FRANK JR	SPRR CO, 0975 ACRES 8.5
16172	1	SCHILLING FRANK JR	MILLS S, 0631 ACRES 1.0
16173	38.58	SCHILLING FRANK JR	MILLS S, 0631 ACRES 38.58
16174	115.42	SCHILLING FRANK JR	EMANUEL A, 1197 ACRES 115.42
16261	2.34	DEGEARE MICHAEL J & VONDA J	LINDHEIMER FJ 0573 ACRES 2.34
16276	49.03	BONITA LAND & CATTLE LP	DANIELS E 0299 ACRES 49.03
16277	5.07	BONITA LAND & CATTLE LP	TREVINO R 1017 ACRES 5.07
16278	33.29	BONITA LAND & CATTLE LP	CLEMENT SE 1193 ACRES 33.29
16279	1	BONITA LAND & CATTLE LP	BOURLAND J 0132 ACRES 1.0
16280	43.83	BONITA LAND & CATTLE LP	BOURLAND J 0132 ACRES 43.83
16283	171.22	BONITA LAND & CATTLE LP	MARTIN A 0637 ACRES 171.22
16500	1	PEYROT B T	TOBY T, 1061 ACRES 1.0
16502	206.65	PEYROT B T	TOBY T, 1061 ACRES 206.65
16715	0.69	WEBER JOSEPH J & BETTI JO	DAVIDSON JT, 0302 ACRES .69, MARY LEE PLEDGER SR LIFE ESTATE

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17031	53	THOMPSON LINDA SUE	MCCLELLAND W, 0752 ACRES 53.0
17032	6.5	THOMPSON LINDA SUE	DAVIDSON JT, 0302 ACRES 6.5
17130	169.41	FLEITMAN CHARLES & BEVERLY	MARTIN A 0637 ACRES 169.41
17153	10.77	FORTENBERRY MADISON & AARON	MEP & CRR CO 0991 ACRES 10.77
17216	1	ROBERTSON PATRICIA J IRREV TR & ROBERT D LEVELL IRREV TR	TREVINO R, 1219 ACRES 1.0
17218	174.51	ROBERTSON PATRICIA J IRREV TR & ROBERT D LEVELL IRREV TR	TREVINO R, 1219 ACRES 174.51
17302	23.13	GREWING MIKE INC	LANGFORD E, 0566 ACRES 23.13
17303	218.03	TRUBENBACH STEVEN & MELISSA	LANGFORD E, 0566 ACRES 218.03
17304	1	TRUBENBACH STEVEN & MELISSA	LANGFORD E, 0566 ACRES 1.0
17306	124.08	HELLMAN FARM LTD	TOBY T, 1062 ACRES 124.08
17330	122.05	REITER JOHNNY	LEWIS J, 0567 ACRES 122.05
17331	1	REITER JOHNNY	MEP & PRR CO, 0766 ACRES 1.0
17332	126.5	REITER JOHNNY	MEP & PRR CO, 0766 ACRES 126.5
17668	178.23	MITCHELL KENNETH JR & SHIRLEY	TAYLOR J 1044 ACRES 178.23 WEST PLACE
17920	1	WYRICK LARRY & JOANIE	BELCHER GW, 0187 ACRES 1.0
17921	77.9	WYRICK LARRY & JOANIE	BELCHER GW, 0187 ACRES 77.9
17923	8.3	WYRICK LARRY & JOANIE	CARSON T, 0203 ACRES 8.3
18063	3	GRIFFIN WILLIAM & HOWARD DIANA	DAVIDSON JT, 0302 ACRES 3.0
18132	1	PURCELL ROY	DAVIDSON JT, 0302 ACRES 1.0
18236	322.08	SICKING INVESTMENTS LTD	LANGHAM M, 0564 ACRES 322.08
18305	1	ANGER LYNNE D & CHARLES	SHIELDS J, 0911 ACRES 1.0
18306	200	SADAU CARL B	CARSON T, 0203 ACRES 200.0
18308	200	MITCHELL PARTNERS & MITCHELL TRUST	CARSON T, 0203 ACRES 200.0
18310	22.78	SADAU CARL B	AROCHA J J, 0021 ACRES 22.78
18311	4	WYRICK BENJAMIN C	CARSON T, 0203 ACRES 4.0, LABEL# NTA0037243, SN1 HA000096A;
18312	150.5	SADAU CARL B	SHIELDS J, 0911 ACRES 150.5
18424	138.9	SCHMITZ MICHAEL W & RAY BEZNER	EKEY R, 0356 ACRES 138.9

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18598	102.7	RGK FARMS	LEWIS J, 0567 ACRES 102.7
18599	396.91	RGK FARMS	LEWIS J, 0567 ACRES 396.91
18616	54.92	COMPADRE CATTLE CO LLC	LINDHEIMER FJ 0573 ACRES 54.92
18617	54.68	COMPADRE CATTLE CO LLC	LINDHEIMER FJ 0573 ACRES 54.68
18618	1	SEGRAVES DALE	SOUTHWARD E 0927 ACRES 1.0
18619	319	SEGRAVES DALE	SOUTHWARD E 0927 ACRES 319.0
18621	107.4	BERRY LINDA SEGRAVES & MICHAEL J	NAIL H, 0790 ACRES 107.4
18631	46.23	LAWSON JASON T & JEANIE L	CLEMENT SE 1193 ACRES 46.23
18635	56.77	LAWSON JASON T & JEANIE L	BOURLAND J 0132 ACRES 56.77
18644	14.19	NOLES TOMMY	TREVINO R 1017 ACRES 14.19
18645	113.23	NOLES TOMMY	MARTIN A 0637 ACRES 1.0 1010 CR 382, ERA TX 76238
18646	24.88	NOLES TOMMY W	MARTIN A 0637 ACRES 24.88
18924	1	SICKING HERBERT F	LANGFORD E, 0566 ACRES 1.0
18925	90	SICKING HERBERT F	LANGFORD E, 0566 ACRES 90.0
18926	50	SICKING HERBERT F	LANGFORD E, 0566 ACRES 50.0
18927	1	DANGELMAYR RANCH PARTNERSHIP OF MUENSTER TX	FOX JW, 0385 ACRES 1.0, S RANCH-SCHILLING PASTURE
18928	108.96	DANGELMAYR RANCH PARTNERSHIP OF MUENSTER TX	FOX JW, 0385 ACRES 108.96
18949	1	SICKING KENNETH D	LANGHAM M, 0564 ACRES 1.0
18950	4.48	SICKING KENNETH D	LANGHAM M, 0564 ACRES 4.48
18958	128	DANGELMAYR GLEN J	TREVINO R, 1013 ACRES 128.0
19553	500	SPARKS PEYTON B II	LANGHAM M, 0564 ACRES 500.0
19564	3.43	SPEARS GLENDA KAY	DEMORSE C 0332 ACRES 3.43
19566	1	TARABA JASON & TONI	DEMORSE C 0332 ACRES 1.0
20058	216.8	ELLIS G C MORTON & MARY W	GARNER J 0392 ACRES 212.41
20115	90	STORMER ZACHARY	TOWNSLEY JL, 1551 ACRES 90.0
20170	71.5	MARTIN THURMAN JACK II	THAMES A 1010 ACRES 71.5
20171	56.14	MARTIN THURMAN JACK II	NAIL H, 0790 ACRES 56.14

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20172	78	MARTIN THURMAN JACK II	NAIL H, 0790 ACRES 78.0
20174	194.39	MARTIN THURMAN JACK II	NAIL H, 0790 ACRES 194.39
20179	69.5	MARTIN THURMAN JACK II	BOLIN J, 0038 ACRES 69.5
20180	29	MARTIN THURMAN JACK II	THAMES A 1010 ACRES 29.0
20181	40	MARTIN THURMAN JACK II	BOLIN J, 0038 ACRES 40.0
20437	1	SCHUMACHER SCOTT & STACEY	NAIL H, 0790 ACRES 1.0
20503	55.58	BAYER PAUL & DONNA	LINN P, 1407 ACRES 55.58
20504	6	BAYER ANNA MARIE	MEP & PRR CO, 0769 ACRES 6.0
20637	150	PURCELL ROY	NAIL H, 0790 ACRES 150.0
20886	52.67	HUDSPETH JERRY GLENN & NELDA FAYE LIVING TR	MARTIN A 0637 ACRES 52.67
20887	0.91	NEEDHAM DONALD RAY	NOBLE AW 0797 ACRES .91
20888	6.98	HUDSPETH JERRY GLENN & NELDA FAYE LIVING TR	NOBLE AW 0797 ACRES 6.98
20913	3.62	KNIGHT-ENGLISH REAL ESTATE LTD	THAMES A 1010 ACRES 3.62
20914	144.38	KNIGHT-ENGLISH REAL EST LTD	THAMES A 1010 ACRES 144.38
20959	320	FETSCH GARRY	YARBOROUGH PG, 1175 ACRES 320.0
20965	92.5	TRES CONDADO LAND CO LP	STUMP J, 1497 ACRES 92.5, FELDERHOFF PLACE
20968	268.5	TRES CONDADO LAND CO LP	STUTZMAN A, 1444 ACRES 268.5, FELDERHOFF PLACE
20980	486.31	TRES CONDADO LAND CO LP	LANGFORD E, 0566 ACRES 486.31
20985	148.26	KARL TRUBENBACH LAND LP	CARTER C, 1190 ACRES 148.26
20986	63.07	KARL TRUBENBACH LAND LP	CCSL, 1188 ACRES 63.07, CASON PLACE
21395	99.2	VOGEL WILBERT	SPRR CO, 0975 ACRES 99.2
21467	53.64	VOTH EMILIA MARY & RAY	PIERCE C, 1577 ACRES 53.64
21602	1	FUHRMANN MICHAEL & BEVERLY	LANGFORD E, 0566 ACRES 1.0
21603	82.66	WALTERSCHEID SYLVAN	LANGFORD E, 0566 ACRES 82.66, DAD'S
21613	17.69	WALTERSCHEID SYLVAN	LANGFORD E, 0566 ACRES 17.61, CORBIN 3 CORNER
21619	199	WALTERSCHEID DELLA	LANGFORD E, 0566 ACRES 199.0
21620	1	WALTERSCHEID DELLA	LANGFORD E, 0566 ACRES 1.0

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21635	129.8	SCHILLING MICHAEL D & JO A	TREVINO R, 1013 ACRES 129.8
21648	69.78	WALTERSCHEID JULIAN	TOBY T, 1048 ACRES 69.78
21664	81.8	WALTERSCHEID PEGGY TRUSTEE	LANGFORD E, 0566 ACRES 81.8
21674	221.41	WALTERSCHEID SYLVAN	TOBY T, 1048 ACRES 221.41, SOWDER PLACE
21944	519.41	SPAETH JOHN DAVID TRUSTEE	MEP & PRR CO, 0769 ACRES 519.41
21944	519.41	SPAETH LOU ANN ETAL	MEP & PRR CO, 0769 ACRES 519.41
21958	13.41	SPAETH JOHN DAVID TRUSTEE	EMANUEL A, 1197 ACRES 13.41
21959	34.32	SPAETH JOHN DAVID TRUSTEE	SPRR CO, 0975 ACRES 34.32
21971	1	BERRY FAMILY FARM IRREV TR	DAVIDSON JT, 0302 ACRES 1.0
21972	107.94	BERRY FAMILY FARM IRREV TR	DAVIDSON JT, 0302 ACRES 107.94
22424	48.24	KNIGHT-INGLISH REAL EST LTD	THAMES A 1010 ACRES 48.24
22547	38	SCHUMACHER RICHARD ETUX	LANGHAM M, 0564 ACRES 38.0
23430	34	BOYD FAMILY LIVING TRUST	SPRR CO, 0981 ACRES 34.0
23634	27.47	CIRCLE Z FARM LLC	LANGHAM M, 0564 ACRES 27.47
23637	0.98	ZIMMERER RICHARD E & DELORES M	LANGHAM M, 0564 ACRES .98
23725	11	ZIMMERER RICHARD E	LANGHAM M, 0564 ACRES 11.0
23735	170.23	BELLE FOURCHE RESOURCES LLC	INGLISH LA 1568 ACRES 170.23
23739	5	KNIGHT JOE M ETAL	NOBLE AW 0797 ACRES 5.0 LIFE EST WILLIAM H KNIGHT
23740	20.9	KNIGHT JOE M ETAL	MARTIN A 0637 ACRES 20.9 LIFE EST WILLIAM H KNIGHT
23775	6.53	HARTMAN TIM ETUX	BBB & CRR, 0182 ACRES 6.53
24062	1	JOHNSON BRENDA LOUISE	MEP & CRR CO 0991 ACRES 1.0
24111	2.28	BIFFLE JIMMY JACK	TOBY T, 1060 ACRES 2.28
24112	22.93	BIFFLE JIMMY JACK	TOBY T, 1060 ACRES 22.93
24134	24	ENDRES JOHN ETUX	LEWIS J, 0567 ACRES 24.0
24135	1	ENDRES JOHN ETUX	LEWIS J, 0567 ACRES 1.0
24139	2.04	HOOD CEMETERY	TOBY T, 1061 ACRES 2.04, CEMETARY
24714	1	SADAU JEANNE LORRAINE	CARSON T, 0203 ACRES 1.0

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24715	128.13	SADAU JEANNE LORRAINE	CARSON T, 0203 ACRES 128.13
24716	1	SADAU JEANNE LORRAINE	CARSON T, 0203 ACRES 1.0, LABEL# TEX0321717, SN1 OCO385650A;
24802	29.15	HARTMAN TIM ETUX	EKEY R, 0356 ACRES 29.15
24882	104.9	DANGELMAYR CHARLOTTE TR	BBB & CRR, 0146 ACRES 104.9
25347	2.39	WALTERSCHEID PHILLIP E	LANGFORD E, 0566 ACRES 2.39
25353	21.28	GUESS GAYLE	NOBLE AW 0797 ACRES 21.28
25451	2	TESTERMAN RONEY & DEBORAH	DAVIDSON JT, 0302 ACRES 2.0
25672	4	DOUGHTY MICHAEL W	THOMPSON BJ, 1006 ACRES 4.0
25692	54.54	WALTERSCHEID PHILLIP E	LANGFORD E, 0566 ACRES 54.54
25819	149.4	MITCHELL KENNETH JR & SHIRLEY	SPRR CO 1000 ACRES 149.4 WEST PLACE
26424	82.38	SCHMITZ MICHAEL W & RAY BEZNER	BBB & CRR, 0182 ACRES 82.38
26517	9.39	WEAVER KERRY DON JR & STEPHANIE ANN	DAVIDSON JT, 0302 ACRES 9.39
26545	1	SPEARS ALAN RAY & LEANN	DEMORSE C 0332 ACRES 1.0
26613	50	LUTKENHAUS LEO ETUX	FOX JW, 0385 ACRES 50.0
26617	100	BOWLES HAROLD & CINDY	GARNER J 0392 ACRES 100.0
26808	41.87	SPARKS F MICHAEL	LANGHAM M, 0564 ACRES 41.87
26813	1	LUTKENHAUS DENNIS LAWRENCE	LANGFORD E, 0566 ACRES 1.
26815	31.63	LUTKENHAUS DENNIS LAWRENCE	LANGFORD E, 0566 ACRES 31.63
26817	44.66	SICKING LAND & CATTLE LLC	LANGFORD E, 0566 ACRES 44.66
26818	19.62	SICKING LAND & CATTLE LLC	LANGFORD E, 0566 ACRES 19.62
26819	45.26	SICKING WESLEY AUGUSTINE	LANGFORD E, 0566 ACRES 45.26
26820	19.02	SICKING WESLEY AUGUSTINE	LANGFORD E, 0566 ACRES 19.02
26821	44.28	SICKING PAULINE	LANGFORD E, 0566 ACRES 44.28
26822	1	SICKING WARREN FULTON	LANGFORD E, 0566 ACRES 1.0
26823	1	SICKING WESLEY AUGUSTINE	LANGFORD E, 0566 ACRES 1.0
26824	24.59	LUTKENHAUS CHARLES AUGUST	LEWIS J, 0567 ACRES 24.59
26825	24.59	KLEMENT SCOTT & JUSTIN	LEWIS J, 0567 ACRES 24.59

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26826	24.59	KLEMENT SCOTT & JUSTIN	LEWIS J, 0567 ACRES 24.59
26827	24.59	SICKING PAULINE	LEWIS J, 0567 ACRES 24.59
26969	1	KNIGHT JOE M & PATRICIA GAIL	NAIL H 0790 ACRES 1.0
26970	7.16	MCBEE MARILYN SLIMAN	NAIL H, 0790 ACRES 7.16
26971	95.08	MCBEE MARILYN S TRUSTEE	NAIL H, 0790 ACRES 95.08
27131	1.48	DANGELMAYR RANCH PARTNERSHIP OF MUENSTER TX	SA & MG RR, 0973 ACRES 1.48, S RANCH-SCHILLING PASTURE
27145	1	HAMMONDS MICHAEL	MEP & CRR CO 0991 ACRES 1.0 LABEL# TEX0515065 CANCELLED TO REAL ESTATE SN1 OC05957086A TITLE # 00741091
27281	107.42	KLEMENT ROBERT G & GLORIA	HENDERSON WH, 1205 ACRES 107.42
27392	6.26	KLEMENT ROBERT G & GLORIA	LINN P, 1407 ACRES 6.26
27403	159	KLEMENT ROBERT G & GLORIA	WERTZ PR, 1465 ACRES 159.0
28508	1	MORRISON KATY M	TAYLOR J 1007 ACRES 1.0 METAL BLDG
28509	99	KNIGHT ED & ANN FAMILY LTD	THAMES A 1010 ACRES 99.0
30968	1	DANGELMAYR TOM J & HAYLE J REV LIVING TR	BBB & CRR, 0146 ACRES 1.0, LABEL# TEX0486242, SN1 OC05946051
31444	1	COMPADRE CATTLE CO LLC	LINDHEIMER FJ 0573 ACRES 1.0
54386	140.15	DANGELMAYR CHARLOTTE TR	BBB & CRR, 0150 ACRES 140.15
54387	44.66	DANGELMAYR CHARLOTTE TR	I & GN RR CO, 1264 ACRES 44.6
54388	124.8	DANGELMAYR CHARLOTTE TR	LOCKHART C, 0606 ACRES 124.8
54389	115.8	DANGELMAYR CHARLOTTE TR	AROCHA J J, 0022 ACRES 115.8
54390	38.7	DANGELMAYR CHARLOTTE TR	SPRR CO, 0981 ACRES 38.7
54391	24.4	DANGELMAYR CHARLOTTE TR	HOWETH WW, 1633 ACRES 24.4
54393	14.02	DANGELMAYR BILLY JOE, THOMAS J & SHAWN RAY	BBB & CRR, 0146 ACRES 14.02
54402	2.26	DANGELMAYR MICHAEL & KERRY	LANGFORD E, 0566 ACRES 2.26
54403	293	DANGELMAYR JOE HENRY ETUX	CULP JM, 1350 ACRES 293.0
54404	108	DANGELMAYR JOE HENRY ETUX	SPRR CO, 0981 ACRES 108.0
54405	2.82	DANGELMAYR TOM J & HAYLE J REV LIVING TR	BBB & CRR, 0146 ACRES 2.82
55209	205	ALFORD CARL ETUX	BBB & CRR, 0147 ACRES 205.
56217	211.54	DIXON FOUNDATION	BBB & CRR, 0147 ACRES 211.54

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56218	215.53	KLEMENT ROBERT G & GLORIA	BBB & CRR, 0147 ACRES 215.53
67446	7.94	DANGELMAYR THOMAS & SHAWN DANGELMAYR	BBB & CRR, 0146 ACRES 7.94, D BAR RANCH
67452	2	SHAFFER CLINTON & JACKIE WELCH	MEP & CRR CO 0991 ACRES 2.0
69218	5	CARTER CHRIS S & CYNTHIA DAWN	BBB & CRR, 0147 ACRES 5.0
69516	85.23	SCHUMACHER RUDY & JOANN	FOREMAN BA, 0390 ACRES 85.23
69517	161.02	SCHUMACHER GENE & SUSAN	FOREMAN BA, 0390 ACRES 161.02
69518	1AC	SCHUMACHER RUDY & JOANN	FOREMAN BA, 0390 ACRES 1.0
69843	1	BAYER PAUL & DONNA	MEP & PRR CO, 0769 ACRES 1.0
69845	70	BAYER MELVIN R	LINN P, 1407 ACRES 70.0
69918	87.66	DAVIDSON MARSHA HENLEY	NAIL H, 0790 ACRES 87.66, S PT
69939	0.53	ZIMMERER RAY J JR & IDA	LANGHAM M, 0564 ACRES .53
70068	4.99	HUDSPETH JERRY GLENN & NELDA FAYE LIVING TR	NOBLE AW 0797 ACRES 4.99
70069	34.9	HUDSPETH JERRY GLENN & NELDA FAYE LIVING TR	MARTIN A 0637 ACRES 34.9
74039	1	HAMMONDS JEREMY W	MEP & CRR CO 0991 ACRES 1.0 240 CR 346, GAINESVILLE TX 76240
74055	1	DANGELMAYR TOM J & HAYLE J REV LIVING TR	BBB & CRR, 0146 ACRES 1.0
74226	48.96	WREN MITCHELL	TAYLOR J 1007 ACRES 48.96
74227	1	ROMERO JOAQUIN	TAYLOR J 1007 ACRES 1.0
74497	173.84	SICKING KENNETH D	DAVIDSON JT, 0302 ACRES 173.84
77809	33.3	GROCE G JACK & FRANCES B	TOBY T, 1061 ACRES 33.3
79083	141.79	HENNIGAN JANIE & MICHAEL J	SPRR CO, 0975 ACRES 141.79
79655	1	VILLA HECTOR O & STEPHANIE R	NOBLE AW 0797 ACRES 1.0
81494	1	TRUBENBACH STEVEN & MELISSA	LANGFORD E, 0566 ACRES 1.0
82020	5	TWINER DARRELL & BRUCE TIFFANY	MARTIN A 0637 ACRES 6.0 --515 CR 382 ERA TX 76238-
82139	72.5	ROEHRS MICHAEL	MEP & PRR CO, 0766 ACRES 72.5
82140	77.5	ROEHRS MICHAEL	LEWIS J, 0567 ACRES 77.5
82193	16.79	SHAFFER CLINTON & JACKIE WELCH	MEP & CRR CO 0991 ACRES 16.79
82196	20	HAMMONDS MICHAEL	MEP & CRR CO 0991 ACRES 21.0

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82214	1	BERRY LINDA SEGRAVES & MICHAEL J	NAIL H, 0790 ACRES 1.0, LABEL# NTA1470303 CANCELLED TO REAL
82349	20	MARSHALL BRENDA JOHNSON	MEP & CRR CO 0991 ACRES 20.0
82468	1	GREWING GARY & KELLY	YARBOROUGH PG, 1175 ACRES 1.0
82542	1.77	SPAETH JOHN DAVID & MICHELLE	MEP & PRR CO, 0769 ACRES 1.77
82811	14.01	COMPADRE CATTLE CO LLC	LINDHEIMER FJ 0573 ACRES 14.01
82917	1	SCHUMACHER GENE & SUSAN	FOREMAN BA, 0390 ACRES 1.0
83657	9	BERRY LINDA SEGRAVES & MICHAEL J	NAIL H, 0790 ACRES 9.0
84727	29.59	POLO LISA A	DEMORSE C 0332 ACRES 29.59
84757	1	FLEITMAN CHARLES & BEVERLY	MARTIN A 0637 ACRES 1.0
84758	8.5	BLUM DALTON & GRACIE	MARTIN A 0637 ACRES 8.5
84803	12.26	DIAMOND DUKE PROP LTD & ATCHESON DAVID TIMOTHY EXEMPT TR	LOCKHART C 0606 ACRES 12.26
84809	76	DIAMOND DUKE PROP LTD & ATCHESON DAVID TIMOTHY EXEMPT TR	DAVIS J 0331 ACRES 76.0
84811	13.2	DIAMOND DUKE PROP LTD & ATCHESON DAVID TIMOTHY EXEMPT TR	HOWETH WW 1633 ACRES 13.2
84850	54.72	WYRICK LARRY D, JOAN, JOHN & BEN	YARBOROUGH PG, 1175 ACRES 54.72
85171	10.1	TARABA JASON & TONI	DEMORSE C 0332 ACRES 10.1
85172	10.1	BOWLES RACHEL	DEMORSE C 0332 ACRES 10.1
86814	10.1	SPEARS ALAN RAY & LEANN	DEMORSE C 0332 ACRES 10.1
86815	10.1	HOLT DUANE CARROLL & CLAUDIA MARIE	DEMORSE C 0332 ACRES 10.1
87463	176.52	BELLE FOURCHE RESOURCES LLC	SA & MG RR 0999 ACRES 176.52
87523	30	HINSHAW CULLEN	MEP & CRR CO 0991 ACRES 30.0
87883	40	SPAETH JOHN DAVID & MICHELLE	MEP & PRR CO, 0769 ACRES 40.00
99416	11.15	HESS JUDITH LUTKENHAUS	MOORE JA, 0760 ACRES 11.15
10846 3	98.87	COMPADRE CATTLE CO LLC	TAYLOR J 1007 ACRES 98.87
10865 6	35.37	COMPADRE CATTLE CO LLC	DEMORSE C 0332 ACRES 35.37
10869 2	42.22	BREWER DAVID & DENISE	THOMPSON BJ, 1006 ACRES 42.22
10869 3	9	SICKING WESLEY AUGUSTINE	LANGFORD E, 0566 ACRES 9.0

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10869 5	9	SICKING WARREN FULTON	LANGFORD E, 0566 ACRES 9.0
10881 3	1	GROCE JARED J & LEAH	TOBY T, 1061 ACRES 1.0
10888 9	104.77	BOWLES HAROLD & CINDY	GARNER J 0392 ACRES 104.77
10889 6	81.45	WALTERSCHEID DELLA	LANGFORD E, 0566 ACRES 81.45
10889 7	9	FUHRMANN MICHAEL & BEVERLY	LANGFORD E, 0566 ACRES 9.0
10916 2	1.85	KLEMENT DANIEL	NAIL H, 0790 ACRES 1.85
11085 5	75.2	MITCHELL PARTNERS & MITCHELL TRUST	FOREMAN BA, 0390 ACRES 75.2
11085 6	13.9	BEWLEY GLENN D	LANGHAM M, 0564 ACRES 13.9
11087 2	21.57	VOGEL WELDON A	GATEWOOD HILLS, LOT 1, ACRES 21.57
11087 3	1	HESS BRIAN A & DANNA R	GATEWOOD HILLS, LOT 2, ACRES 1.0
11087 4	1	OPPERMANN ARTHUR C JR & GYNELL A	GATEWOOD HILLS, LOT 3, ACRES 1.0
11087 5	15.65	AMBROSE YVONNE T	GATEWOOD HILLS, LOT 4, ACRES 15.65
11087 6	1	KRUEGER 2015 FAMILY TR	GATEWOOD HILLS, LOT 5, ACRES 1.0
11087 7	14.81	VOGEL WELDON A	GATEWOOD HILLS, LOT 6, ACRES 14.81
11087 8	1	VOGEL WELDON A	GATEWOOD HILLS, LOT 1, ACRES 1.0
11087 9	10.44	ENDRES MONTE S & JACQUE KYLE	GATEWOOD HILLS, LOT 8, ACRES 10.44
11100 5	1.5	LONG DO & MANNAS WE	DAVIDSON JT, 0302 ACRES 1.5
11100 8	11.87	COOKE COUNTY	DAVIDSON JT, 0302 ACRES 11.87, PREC 3 COUNTY BARN
11105 3	185.89	DANGELMAYR PAUL ETUX	LANGFORD E, 0566 ACRES 185.89
11105 4	14.29	WALTERSCHEID SYLVAN	LANGFORD E, 0566 ACRES 14.29, DAD'S
11105 6	15.2	WALTERSCHEID DELLA	LANGFORD E, 0566 ACRES 15.2
11105 8	37.8	WALTERSCHEID SYLVAN	LANGFORD E, 0566 ACRES 37.8, CORBIN SOUTH
11105 9	16.62	WALTERSCHEID SYLVAN	TOBY T, 1048 ACRES 16.62, SOWDER 3 CORNER
11106 2	8.98	MORRIS KAREN COURSEY	LINN P, 1407 ACRES 8.98
11106 7	125.11A C	KLEMENT SCOTT MICHAEL	TOBY T, 1062 ACRES 125.11
11106 8	48.16	KLEMENT SCOTT MICHAEL	TOBY T, 1062 ACRES 48.16
11110 7	1	MOCKAITIS EDWARD JR & VIRGINIA GAIL	MEP & CRR CO 0991 ACRES 1.0

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11112 4	1	MARTIN THURMAN JACK II	NAIL H, 0790 ACRES 1.0
11113 3	112.5	KLEMENT BROTHERS DAIRY INC	DAVIDSON JT, 0302 ACRES 112.5
11136 7	1	UNKNOWN	UNKNOWN
11146 7	119.72	FETSCH GARRY	YARBOROUGH PG, 1175 ACRES 119.72
11335 9	12.06	KRUEGER 2015 FAMILY TR	GATEWOOD HILLS, LOT 5, ACRES 12.06
11346 2	62.75	TRUBENBACH STEVEN & MELISSA	CULP JM, 1351 ACRES 62.75
11358 8	65	GUESS GAYLE	NOBLE AW 0797 ACRES 65.0
11530 8	109.14	WALTER PARTNERS LTD	SPRR CO, 1000 ACRES 109.14
11530 9	95.21	WALTER PARTNERS LTD	TAYLOR J, 1044 ACRES 95.21
11539 6	71.6	RICHARDSON COY & LINDA	CARRYVAR P, 0235 ACRES 1.0
11539 7	1	ALAGA LA NORMA JEAN	NAIL H, 0790 ACRES 1.0
12795 0	111.2	HAMM SUZETTE BREWER	LEWIS J, 0567 ACRES 111.2
12815 5	1	HINSHAW CULLEN	MEP & CRR CO 0991 ACRES 1.0
12999 5	1	BECKER, WERNER & LINDA, LOWREY MONICA, & BENTON THERESA	LANGHAM M 0564 ACRES 1.0 BLOUNT PLACE
12999 6	149	BECKER, WERNER & LINDA, LOWREY MONICA, & BENTON THERESA	LANGHAM M 0564 ACRES 149.0 BLOUNT PLACE
13001 4	14	BUTCHER CLEO HOYT JR TRUST ETAL	MCCLELLAND W 0752 ACRES 14.0
13001 5	129	BUTCHER CLEO HOYT JR TRUST ETAL	CLEMENT SE 0273 ACRES 129.0
13014 9	120	GRUBER FAMILY TRUST, SCHMITZ ANNETTE CLARA, & GRUBER, ALICE	LEWIS J 0567 ACRES 120.0
13015 0	149.5	GRUBER FAMILY TRUST, SCHMITZ ANNETTE CLARA, & GRUBER, ALICE	CARSON T 0203 ACRES 149.5
13016 5	453.36	KLEMENT ROBERT G & GLORIA & SCOTT MICHAEL	TOBY T 1060 ACRES 453.36
13016 6	17.17	KLEMENT ROBERT G & GLORIA & SCOTT MICHAEL	THOMAS A 1696 ACRES 17.17
13016 8	8.01	KLEMENT ROBERT G & GLORIA & SCOTT MICHAEL	STUTZMAN A 1444 ACRES 8.01
13049 7	1	BUTCHER CLEO H & BUTCHER CLEO HOYT JR TRUST	CLEMENT SE 0273 ACRES 1.0
13049 8	81.5	BUTCHER CLEO HOYT JR TRUST ETAL	TOBY T 1061 ACRES 81.5
13051 5	4.34	DANGELMAYR BILLY JOE & CHARLOTTE REV LIVING TR & TRUBENBACH STEVEN & MELISSA	LANGFORD E 0566 ACRES 4.34

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13051 6	0.6	DANGELMAYR BILLY JOE & CHARLOTTE REV LIVING TR & TRUBENBACH STEVEN & MELISSA	CULP JM 1351 ACRES .6
13051 7	98.51	KLEMENT ROBERT G & GLORIA & SCOTT MICHAEL	S FM 373 W/S MUENSTER, TX 76252
13571 8	7.57	SPEARS ALAN RAY & LEANN	DEMORSE C 0332 ACRES 7.57
13574 5	34	ROMERO JOAQUIN	TAYLOR J 1007 ACRES 34.0
13582 0	655.71	COMPADRE CATTLE CO LLC	DEMORSE C 0332 ACRES 655.71
13582 1	47.68	COMPADRE CATTLE CO LLC	FEARS JT 1253 ACRES 47.68
13582 2	167.46	COMPADRE CATTLE CO LLC	MEP & CRR CO 0991 ACRES 167.46
13582 3	55.6	COMPADRE CATTLE CO LLC	WHITTEN JW 1115 ACRES 55.6
13582 4	31.01	COMPADRE CATTLE CO LLC	DILLION C 1685 ACRES 31.01
13582 5	20.02	COMPADRE CATTLE CO LLC	FEARS JT 1253 ACRES 20.02
13582 6	496.37	COMPADRE CATTLE CO LLC	DEMORSE C 0332 ACRES 496.37
13584 7	124	PURCELL RICKEY & DIANE DURHAM	DAVIDSON JT 0302 ACRES 124.0
13584 9	1	PURCELL RICKEY & DIANE DURHAM	DAVIDSON JT 0302 ACRES 1.0
13587 2	27.04	DANGELMAYR TOM J & HAYLE J REV LIVING TR	BBB & CRR, 0146 ACRES 27.04
13595 8	71.6	ALAGA LA NORMA JEAN	NAIL H, 0790 ACRES 35.3
13611 9	14	VILLA HECTOR O & STEPHANIE R	NOBLE AW 0797 ACRES 14.0
13612 0	28.42	VILLA GILBERT A & ROBBIE	NOBLE AW 0797 ACRES 28.42
13614 7	3	ORTOWSKI CONSTRUCTION CO	LANGHAM M, 0564 ACRES 3.0
13628 2	153.82	SCHUMACHER RUDY & JOANN	FOREMAN BA, 0390 ACRES 153.82
13647 7	86.5	FSS PROPERTIES LTD & T & B FELDERHOFF LP & ALF HOLDINGS LTD	BELCHER GW 0187 ACRES 86.5 ROSSON PLACE
13654 7	39.52	SADAU CARL B	CARSON T, 0203 ACRES 39.52
13657 1	19	HAMMONDS JEREMY W	MEP & CRR CO 0991 ACRES 19.0
13663 2	1	BAYER PAUL & DONNA	LINN P, 1407 ACRES 114.68
13988 0	76.93	SICKING DARWIN	LANGHAM M, 0564 ACRES 177.06
13988 1	85.67	SICKING SHERILYN	LANGHAM M, 0564 ACRES 76.93
13991 5	44.21	TRUBENBACH STEVEN & MELISSA	LANGFORD E, 0566 ACRES 44.21

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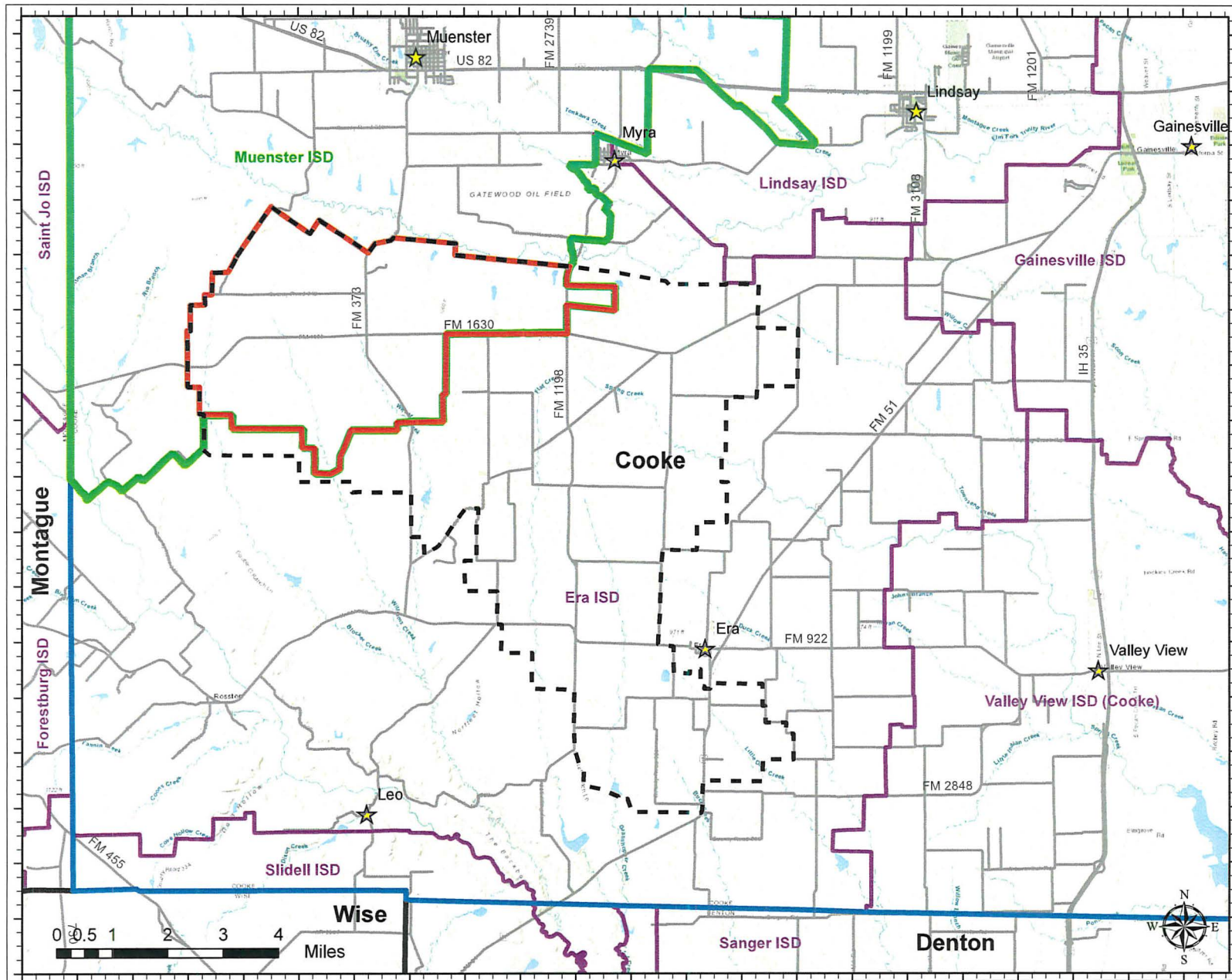
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13991 6	156.74	TRUBENBACH STEVEN & MELISSA	CULP JM, 1351 ACRES 156.74
14004 1	39	CARTER MATT	YARBOROUGH PG, 1175 ACRES 40.
14013 0	99	PURCELL ROY	DAVIDSON JT, 0302 ACRES 99.0
14015 0	24	GREWING GARY & KELLY	YARBOROUGH PG, 1175 ACRES 24.0
14024 9	204.96	DANGELMAYR JOSEPH C, DANGELMAYR LAUREN, & SCHOENDORF AMIE & LISA SLINGERLAND	FOREMAN BA 0390 ACRES 204.96 N PT SEARS PLACE - NORBS/ERA PLACE
14029 5	99	SCHUMACHER SCOTT & STACEY	NAIL H, 0790 ACRES 99.0
14029 6	9	UNKNOWN	UNKNOWN
14030 1	153.04	KNIGHT JOE M & PATRICIA GAIL	NAIL H, 0790 ACRES 153.04
14537 4	99	WALTER SHAWN AARON	LANGHAM M, 0564 ACRES 99.0
14538 9	208.73	WALTER PARTNERS LTD	CLEMENT SE, 0272 ACRES 208.73
14539 4	9	KLEMENT SCOTT & ZONYA	TOBY T, 1060 ACRES 9.0
14540 0	15.83	VOGEL WELDON A	GATEWOOD HILLS, LOT 7, ACRES 15.83
14540 1	17.72	HESS BRIAN A & DANNA R	GATEWOOD HILLS, LOT 2, ACRES 17.72
14540 2	19.38	OPPERMANN ARTHUR C JR & GYNELL A	GATEWOOD HILLS, LOT 3, ACRES 19.38
14620 8	63.83	BAYER PAUL & DONNA	MEP & PRR CO, 0769 ACRES 63.83
14649 7	1	GUESS GAYLE	NOBLE AW 0797 ACRES 1.0
14668 9	16.51	ANGER LYNNE D & CHARLES	SHIELDS J, 0911 ACRES 16.51
14669 0	9.85	ANGER LYNNE D & CHARLES	CARSON T, 0203 ACRES 9.85
14670 0	2	BLANTON KENNY D & MARCELLA	BOLIN J 0038 ACRES 2.0
14689 4	1	BOWLES RACHEL	DEMORSE C 0332 ACRES 1.0
14696 5	12.67	SCHUMACHER EUGENE & SUSAN & SCHUMACHER RUDY & JOANN	FOREMAN BA 0390 ACRES 12.67
14927 6	10	CARTER CHRIS S & CYNTHIA DAWN	BBB & CRR, 0147 ACRES 10.0
14929 1	31.65	LUTKENHAUS LEO GEORGE	LANGFORD E, 0566 ACRES 32.63
14953 5	10	MULLER MATTHEW & YANA	TOBY T, 1061 ACRES 10.0
14985 8	6.3	RANEY SHIRLEY	MEP & CRR CO 0991 ACRES 6.3
14985 9	18.97	RAUSCHUBER CHISAM & KACEE	MEP & CRR CO 0991 ACRES 17.97

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14988 4	1	CARTER MATT	YARBOROUGH PG, 1175 ACRES 1.0
14994 3	42.18	HESS HEATHER MARIE	MOORE JA, 0759 ACRES 42.18
15017 7	1	DANGELMAYR JAMES T ET AL	SHORT FM 1707 ACRES 1.0 SOUTH RANCH-HOLLARS
15019 3	0.35	DANGELMAYR JAMES T ET AL	SHORT JC 1720 ACRES .35 SOUTH RANCH-HOLLARS
15019 8	309.7	DANGELMAYR JAMES T ETAL	SPRR CO 0975 ACRES 309.7 SOUTH RANCH-HOLLARS
15021 3	45.5	DANGELMAYR JAMES T ETAL	SHORT FM 1707 ACRES 45.5 SOUTH RANCH-HOLLARS
15030 5	112	DANGELMAYR JAMES T ETAL	SPRR CO 0975 ACRES 309.7 SOUTH RANCH-HOLLARS
15245 9	40	LEWTER LANNY & NEDRA	LANGHAM M 0564 ACRES 40.0
15246 0	47	LEWTER DEVIN	LANGHAM M 0564 ACRES 47.0
15248 4	1	UNKNOWN	NAIL H, 0790 ACRES 1.0
15248 6	35.3	UNKNOWN	NAIL H, 0790 ACRES 35.3
15250 7	113.68	BAYER PAUL & DONNA	LINN P 1407 ACRES 113.68
15258 2	85.67	SICKING KENNETH D	LANGHAM M 0564 ACRES 85.67
15662 3	1	HOLT DUANE CARROLL & CLAUDIA MARIE	DEMORSE C 0332 ACRES 1.0
16021 7	1	RAUSCHUBER CHISAM & KACEE	MEP & CRR CO 0991 ACRES 1.0



Wildcat Creek Wind Farm Project Vicinity Map

- Reinvestment Zone
- Project Boundary
- Muenster ISD
- Cooke County
- Counties
- Cities
- ISD Boundaries
- Public Roads

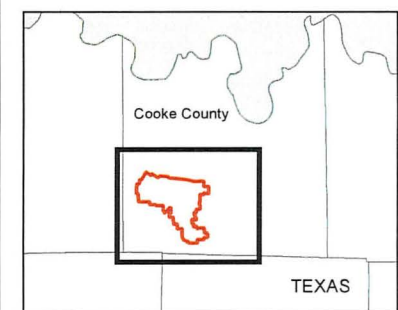


EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described by the map attached to **Exhibit 1**.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment, as more fully described in Tab #7 of the Application, shall be all tangible personal property first placed in service after December 18, 2019, that is owned by the Applicant within the reinvestment zone and project boundaries of the Muenster Independent School District as depicted on the map attached to **Exhibits 1 and 4**.

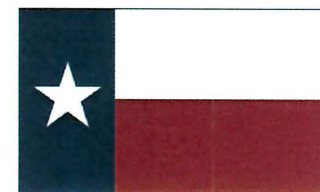
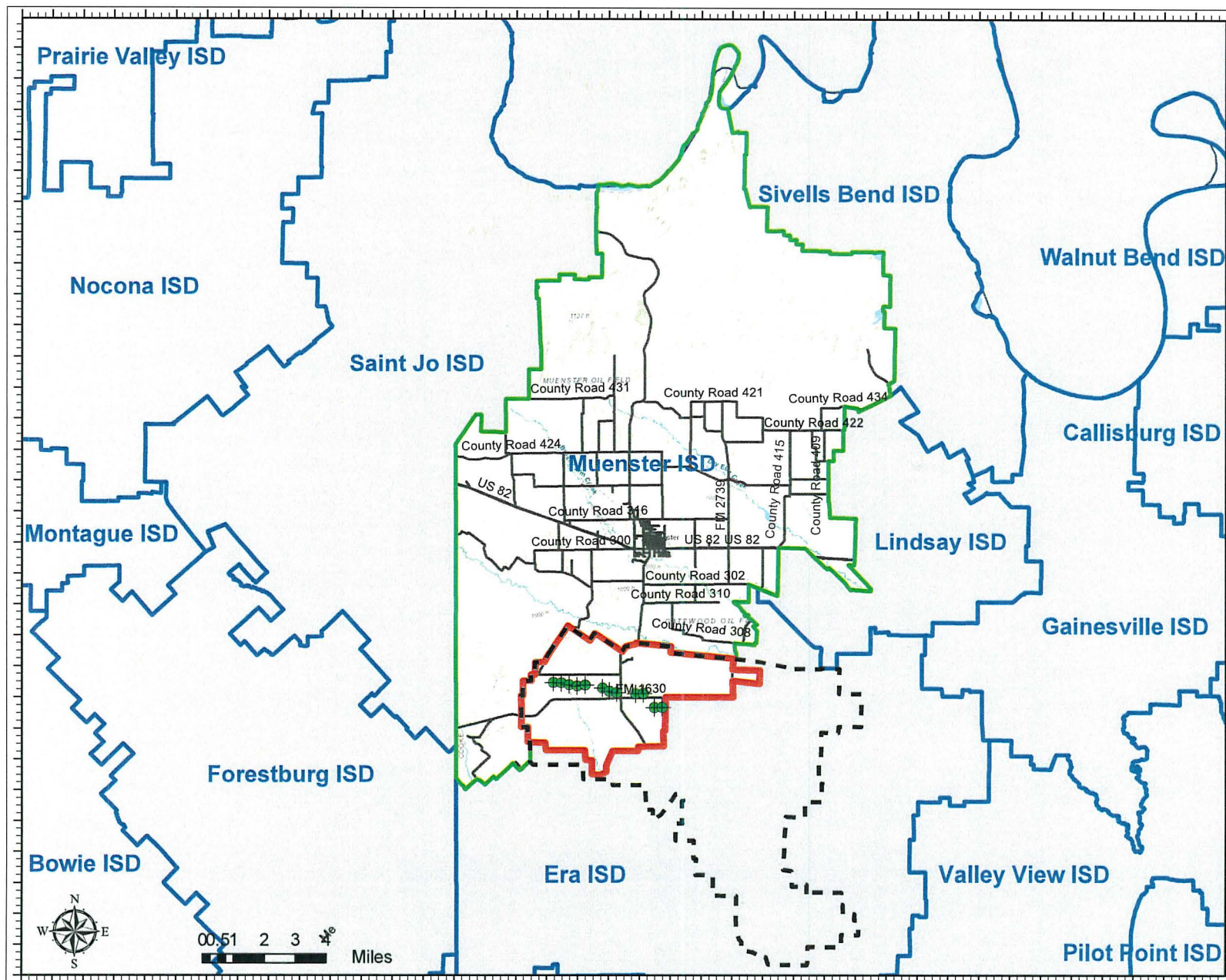
The Applicant, Wildcat Creek Wind Farm LLC, is requesting an appraised value limitation for all property constructed or placed upon real property located in Muenster ISD in Cooke County. 12,168 acres of the project are within Muenster ISD boundaries—of those, ~5,500 acres are expected to be leased. The property for which the Applicant is requesting an appraised value limitation will be a wind-powered electric generating facility with an estimated operating capacity of 180 megawatts of power. The Applicant estimates that 62 megawatts of the estimated 180 megawatts of the project will be located in Muenster ISD. The exact number of wind turbines and the size of each turbine will vary depending upon the final wind turbines selected and the megawatt generating capacity of the project, but the current estimated turbine count for Muenster ISD is twelve (12). The Project will also include, but not limited to, the following: reinforced concrete foundations supporting the weight of each turbine tower, conductor cables used to transport electricity from each turbine tower to an electrical substation, access roads, a collection substation, and an approximately nine (9) mile "generator-lead" transmission line. The Project boundaries are within both Era ISD and Muenster ISD. The Project is entirely within a Cooke County Reinvestment Zone. The Applicant estimates that the Project will be constructed and become operational by the end of the year 2020.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property owned by Applicant within the reinvestment zone and project boundaries within Muenster ISD as depicted on the map attached to this **EXHIBIT 4** necessary for the commercial operations of the wind electric generating facility.

The Applicant, Wildcat Creek Wind Farm LLC, is requesting an appraised value limitation for all property constructed or placed upon real property located in Muenster ISD in Cooke County. 12,168 acres of the project are within Muenster ISD boundaries—of those, ~5,500 acres are expected to be leased. The property for which the Applicant is requesting an appraised value limitation will be a wind-powered electric generating facility with an estimated operating capacity of 180 megawatts of power. The Applicant estimates that 62 megawatts of the estimated 180 megawatts of the project will be located in Muenster ISD. The exact number of wind turbines and the size of each turbine will vary depending upon the final wind turbines selected and the megawatt generating capacity of the project, but the current estimated turbine count for Muenster ISD is twelve (12). The Project will also include, but not limited to, the following: reinforced concrete foundations supporting the weight of each turbine tower, conductor cables used to transport electricity from each turbine tower to an electrical substation, access roads, a collection substation, and an approximately nine (9) mile “generator-lead” transmission line. The Project boundaries are within both Era ISD and Muenster ISD. The Project is entirely within a Cooke County Reinvestment Zone. The Applicant estimates that the Project will be constructed and become operational by the end of the year 2020.



Wildcat Creek Wind Farm Muenster ISD

