

**FINDINGS OF THE SCURRY-ROSSER
INDEPENDENT SCHOOL DISTRICT BOARD
OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
LILY SOLAR, LLC (#1427)**



November 18, 2019

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NOVEMBER 18, 2019

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SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
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LLC (#1427)

STATE OF TEXAS §

COUNTY OF KAUFMAN §

On November 18, 2019, a public meeting of the Board of Trustees of the Scurry-Rosser Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Lily Solar, LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On September 16, 2019, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Application was determined to be complete as of October 4, 2019. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32063679255), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Kaufman County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on October 31, 2019, in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees has previously directed that a specific financial analysis be conducted concerning the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc., is attached to these findings as **Attachment D**, which reflects changes associated with House Bill 3.

The Board of Trustees has confirmed that the taxable value of property in the District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment E**.

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is to be attached to these findings as **Attachment F**.

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

Board Finding Number 1.

The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.

In support of Finding 1, the Application indicates that:

Lily Solar, LLC is requesting an appraised value limitation from Scurry-Rosser Independent School District to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across nine parcels of land, will be located in the southeastern portion of the county.

The entire facility is expected to have a total capacity of 146 MW/AC with 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 117 MW/AC, with 40 central inverters, 430,827 photovoltaic panels, and the entirety of the 50 MW/AC battery storage system.

Property used for renewable electric energy generation is eligible for a limitation under §313.024(b) (5).

Board Finding Number 2.

The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement (as detailed in Attachment B of the Comptroller's Certification).

Board Finding Number 3.

Based on the information certified by the Comptroller, the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state (as detailed in Attachment C of the Comptroller's Certification).

Board Finding Number 4.

The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

Board Finding Number 5.

Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment A, the Board finds that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.

In its Application, the Applicant has committed to creating two (2) new qualifying jobs. The average salary level of qualifying jobs must be at least \$63,903 per year. The review of the application by the Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(5)(B) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

Board Finding Number 6.

Based upon the information provided to the District with regard to the industry standard for staffing ratios of similar projects in the State of Texas, the District has determined that if the job creation requirement set forth in Texas Tax Code § 313.021(2)(A)(iv)(b) was applied, for the size and scope of the project described in the Application, the required number of jobs meets or exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.

Board Finding Number 7.

The Applicant does not intend to create any non-qualifying jobs.

In its Application, Applicant has indicated that it does not intend to create any non-qualifying jobs. For any non-qualifying jobs the Applicant should create, the Applicant will be required to pay at least the county average wage of \$43,291 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(d).

Board Finding Number 8.

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

In support of this finding, the analysis prepared by Moak, Casey & Associates, Inc. projects that the project would initially add \$146.3 million to the tax base that would be available for debt service purposes at the peak investment level for the 2022-23 school year. While an expanded I&S tax base serves the long-term interest of the District, one concern noted in the Finance Report is that given SRISD's eligibility for state facilities funding under the Instructional Facilities Allotment (IFA) and Existing Debt Allotment (EDA) program, it is likely that the additional local I&S taxes resulting from the project will offset state aid from these programs. The move to current-year values for state funding accelerates this trend and reduces the potential benefit for local taxpayers.

Board Finding Number 9.

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

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in the District as stated in **Attachment F**.

Board Finding Number 10.

The Board finds that with the adoption of District Policy CCGB (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.

Board Finding Number 11.

The Board of Trustees hired consultants to review and verify the information in the Application. Based upon the consultants' review, the Board has determined that the information provided by the Applicant is true and correct.

The Board has developed a written policy CCGB (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

Board Finding Number 12.

The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Forty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.027(b).

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts’ School District Property Value Study 2018 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year (**Attachment E**), the District

has a total taxable value of \$190.5 million. The District is categorized as a Subchapter B non-rural school district with a Category IV designation, with applies to school districts with a total taxable value of \$100 million but less than \$500 million. With its total taxable value of \$190.5 million, the District is classified as a Category IV district which can offer a minimum value limitation of \$40 million

Board Finding Number 13.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.

The Board relies on the certifications of its consultants and the Comptroller's Approval of the Agreement form to make this Finding. **(Attachment I)**

Board Finding Number 14.

The Applicant (Taxpayer No. 32063679255) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.

The Applicant, (Texas Taxpayer No. 32063679255), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement **(Attachment G)** contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

Board Finding Number 15.

The project will be located within an area that is designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code.

Board Finding Number 16.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District, and such provisions comply with the specific terms of Texas Tax Code, Chapter 313.

In support of this finding, the original finance report prepared by Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the initial year that the value limitation is in effect without the proposed Agreement under current law. Under the limitation provisions of the Agreement, this loss will be addressed over a three-year period, which is a common feature in Chapter 313 Agreements. With this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

Board Finding Number 17.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.

Board Finding Number 18.

The Board finds that there are no conflicts of interest at the time of considering the agreement.

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <https://pol.tasb.org/Home/Index/761>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement,

these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

Board Finding Number 19.

The Board directs that a link on its Website be established to the Comptroller's Office Website where appraisal-limitation-related documents are made available to the public.

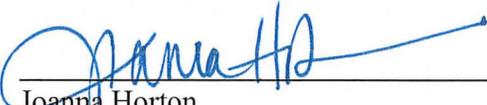
Board Finding Number 20.

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

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting and maintained in the permanent records of the Board of Trustees of the District.

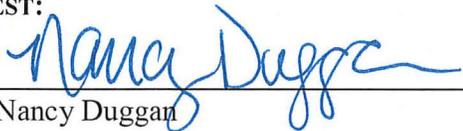
Dated the 18th day of November 2019.

SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

By: 

Joanna Horton
President, Board of Trustees

ATTEST:

By: 

Nancy Duggan
Secretary, Board of Trustees

Attachment A
Application

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
FACSIMILE: (512) 494-9919

September 18, 2019

Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

RE: Application to the Scurry-Rosser Independent School District from Lily Solar, LLC

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Scurry-Rosser Independent School District is notifying Lily Solar, LLC of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. Please prepare the Economic Impact Report.

The Applicant submitted the Application to the school district on September 16, 2019. The Board voted to accept the application on September 16, 2019. The application has been determined complete as of September 18, 2019. The Applicant has provided the schedules in both electronic format and paper copies. The electronic copy is identical to the hard copy that will be hand delivered.

We have attached the Official withdrawal letter for Application #1350. This application is a being resubmitted. Please note the application approval date is indicated as November 10, 2019. Although not in accordance with the Comptroller's review timeline, we understand that this application will receive an expedited review as it is related to the now withdrawn application #1350.

A copy of the application will be submitted to the Kaufman County Appraisal District.

Sincerely,



Kevin O'Hanlon
School District Consultant

Cc: Kaufman County Appraisal District
Lily Solar, LLC



K.E. Andrews & Company
1900 Dalrock Road
Rowlett, Texas 75088

9/11/2019

Mr. James Sanders, Superintendent
cc. Texas Comptroller of Public Accounts
10705 South State Highway 34
Scurry, Texas 75158

Re: Application for Texas Property Tax Code Section 313 Value Limitation Agreement

Mr. James Sanders:

Please find attached an application for a Section 313 Value Limitation Agreement. On behalf of our client, SunChase Power, LLC and in accordance with the guidelines and principles outlined in Section 313 of the Texas Property Tax Code, it is our request that Scurry-Rosser Independent School District consider the approval of a Section 313 Value Limitation Agreement. The approval of this agreement would undoubtedly prove beneficial to the economic development of Kaufman County and Scurry-Rosser ISD as well as the viability of Lily Solar, LLC to be located within the state of Texas.

Lily Solar, LLC is a 146 MW/AC solar electric generating facility with an additional 50 MW of battery storage, that when established will provide two (2) full-time salary competitive jobs.

SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy project. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process, including in-depth expertise in site selection and acquisition; permitting and environmental due diligence; interconnection analysis and applications; and power purchase agreement negotiations. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.

If you have any questions, please feel free to contact me at 469-298-1594 or mike@keatax.com. We look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Mike Fry". The signature is written in a cursive, slightly slanted style.

Mike Fry
Director—Energy Services

AUSTIN • DALLAS • DENVER

1900 DALROCK ROAD • ROWLETT, TX 75088 • T (469) 298-1594 • F (469) 298-1595 • keatax.com



Lily Solar, LLC

Chapter 313 Application for Appraised Value Limitation to Scurry-Rosser Independent School District



Tab 1

Pages 1-9 of the application

Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at comptroller.texas.gov/economy/local/ch313/. There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

September 16, 2019

Date Application Received by District

James

First Name

Superintendent

Title

Scurry-Rosser Independent School District

School District Name

10705 South State Highway 34 Scurry, Texas 75158

Street Address

10705 South State Highway 34

Mailing Address

Scurry

City

972-452-8823

Phone Number

Mobile Number (optional)

Sanders

Last Name

Texas

State

972-452-8586

Fax Number

james.sanders@scurry-rosser.com

Email Address

75158

ZIP

2. Does the district authorize the consultant to provide and obtain information related to this application?

Yes

No

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

Daniel	Casey
First Name	Last Name
Partner	
Title	
Moak, Casey & Associates	
Firm Name	
512-485-7878	512-485-7888
Phone Number	Fax Number
	dcasey@moakcasey.com
	Email Address
Mobile Number (optional)	

4. On what date did the district determine this application complete? **September 18, 2019**
5. Has the district determined that the electronic copy and hard copy are identical? Yes No

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

Heather	Otten	
First Name	Last Name	
Manager	SunChase Power, LLC	
Title	Organization	
4300 Speedway #4617, Austin, TX 78765		
Street Address		
4300 Speedway #4617		
Mailing Address		
Austin	TX	78765
City	State	ZIP
512-963-6181	N/A	
Phone Number	Fax Number	
	heather@sunchasepower.com	
Mobile Number (optional)	Business Email Address	

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? Yes No
- 2a. If yes, please fill out contact information for that person.

Will	Furgeson	
First Name	Last Name	
Vice President	SunChase Power, LLC	
Title	Organization	
4300 Speedway #4617, Austin, TX 78765		
Street Address		
4300 Speedway #4617		
Mailing Address		
Austin	TX	78765
City	State	ZIP
512-460-9158	N/A	
Phone Number	Fax Number	
	will@sunchasepower.com	
Mobile Number (optional)	Business Email Address	

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

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Mike _____ Fry _____
 First Name Last Name
 Director--Energy Services _____
 Title
 KE Andrews _____
 Firm Name
 469-298-1594 _____ 469-298-1357 _____
 Phone Number Fax Number
 mfry@keatax.com _____
 Business Email Address

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? Yes No
 The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.
 1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.
- For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.
2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? Yes No N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? _____ Lily Solar, LLC _____
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) _____ 32063679255 _____
3. List the NAICS code _____ 221114 _____
4. Is the applicant a party to any other pending or active Chapter 313 agreements? Yes No
 4a. If yes, please list application number, name of school district and year of agreement _____

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) _____ Limited Liability Corporation _____
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? Yes No
 2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.
3. Is the applicant current on all tax payments due to the State of Texas? Yes No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? Yes No N/A
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

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

SECTION 8: Limitation as Determining Factor

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

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

SECTION 9: Projected Timeline

- 1. Application approval by school board November 1, 2019
- 2. Commencement of construction December 2020
- 3. Beginning of qualifying time period January 1, 2020
- 4. First year of limitation January 1, 2022
- 5. Begin hiring new employees January 1, 2022
- 6. Commencement of commercial operations January 1, 2022
- 7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (*date your application is finally determined to be complete*)? Yes No
Note: Improvements made before that time may not be considered qualified property.
- 8. When do you anticipate the new buildings or improvements will be placed in service? January 1, 2022

SECTION 10: The Property

- 1. Identify county or counties in which the proposed project will be located Kaufman County
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Kaufman CAD
- 3. Will this CAD be acting on behalf of another CAD to appraise this property? Yes No
- 4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Kaufman County .4787, 100% City: N/A
(Name, tax rate and percent of project)
 Hospital District: N/A Water District: N/A
(Name, tax rate and percent of project)
 Other (describe): Kaufman Co. R&B .11, 100% Other (describe): Trinity Valley CC .13854, 100%
(Name, tax rate and percent of project)
 Other (describe): Kaufman County ESD #5 .05, 100%
- 5. Is the project located entirely within the ISD listed in Section 1? Yes No
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
- 6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? Yes No
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at comptroller.texas.gov/economy/local/ch313/.

- 1. At the time of application, what is the estimated minimum qualified investment required for this school district? 40,000,000.00
- 2. What is the amount of appraised value limitation for which you are applying? 40,000,000.00
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
- 3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? Yes No
- 4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
- 5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? Yes No

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0
2. What is the last complete calendar quarter before application review start date:
 First Quarter Second Quarter Third Quarter Fourth Quarter of 2019
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 0
Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? 2
5. What is the number of new non-qualifying jobs you are estimating you will create? 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No
 - 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
 - a. Average weekly wage for all jobs (all industries) in the county is 832.50
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 1,170.40
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 1,228.91
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? 63,903.40
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 63,903.40
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? Yes No
 - 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? Yes No
 - 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.



Tab 2

Proof of Payment Application Fee

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public
Accounts)*



Tab 3

Documentation of Combined Group Membership--Attached

Franchise Tax

2018 Annual No Tax Due Report

Confirmation

You Have Filed Successfully

Please do NOT send a paper form

[Print this page for your records](#)

Submission ID: 40200221

Date and Time of Filing: 04/16/2018 03:41:22 PM

Taxpayer ID: 32060993113

Taxpayer Name: BACON SWITCH SOLAR, LLC

Taxpayer Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306 - 2116

Entered By: Susan Wylie

Email Address: swylie@maproyalty.com

Telephone Number: (303) 895-3095

IP Address: 67.190.190.66

Additional Reports	
Is this the reporting entity of a combined group?	Yes
Do any of the entities in the combined group have a temporary business loss preserved?	No
Will your total revenue be adjusted for the Tiered Partnership Election?	No

No Tax Due Report	
SIC Code:	NAICS Code: 531390
Accounting Year Begin Date: 01/01/2017	Accounting Year End Date: 12/31/2017
Is this a passive entity as defined in Chapter 171 of the Texas Tax Code?	No
Is this entity's annualized total revenue below the no tax due threshold?	Yes
Does the entity have zero Texas Gross Receipts?	Yes
Is this entity a Real Estate Investment Trust (REIT) that meets the qualifications specified in section 171.0002(c)(4)?	No
Is this entity a New Veteran-Owned Business as defined in Texas Tax Code Sec. 171.0005?	No
Total Revenue:	\$0

Mailing Address
Street Address: 3000 EL CAMINO REAL STE 5-700
City: PALO ALTO
State: CA
Zip Code: 94306 - 2116
Country: USA

Affiliate 1
Legal Name of Affiliate: BACON SWITCH SOLAR, LLC
Affiliate Taxpayer Number: 32060993113
SOS File Number or Comptroller File Number: 0802496908
Affiliate NAICS Code: 531390
Is this affiliate disregarded for Franchise Tax? No
Does this affiliate have nexus? Yes
Affiliate Reporting Begin Date: 01/01/2017
Affiliate Reporting End Date: 12/31/2017
Gross receipts subject to throwback in other states: 0
Gross receipts everywhere: 0
Gross receipts in Texas: 0
Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-2116			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 2	
Legal Name of Affiliate: Red River Renewable Energy, LLC	
Affiliate Taxpayer Number: 811954692	
SOS File Number or Comptroller File Number:	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? No	
Affiliate Reporting Begin Date: 01/01/2017	
Affiliate Reporting End Date: 12/31/2017	
Gross receipts subject to throwback in other states: 0	
Gross receipts everywhere: 0	
Gross receipts in Texas: 0	
Cost of goods sold or compensation: 0	
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes	
Will you be filing an information report for this affiliate? No	

Affiliate 3

Legal Name of Affiliate: Ables Springs Solar, LLC
 Affiliate Taxpayer Number: 32064084612
 SOS File Number or Comptroller File Number: 0802748222
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 06/16/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-3218			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 4
 Legal Name of Affiliate: Anvil Solar, LLC
 Affiliate Taxpayer Number: 611863823
 SOS File Number or Comptroller File Number:
 Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? No
 Affiliate Reporting Begin Date: 11/15/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? No

Affiliate 5

Legal Name of Affiliate: Burkburnett Solar, LLC
 Affiliate Taxpayer Number: 32060993097
 SOS File Number or Comptroller File Number: 0802496913
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 01/01/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			

Office: 211 E. 7TH STREET, SUITE 620
AUSTIN, TX 78701-2116

Declaration Statement

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

Affiliate 6

Legal Name of Affiliate: Cottonwood Bayou Solar, LLC

Affiliate Taxpayer Number: 32064624490

SOS File Number or Comptroller File Number: 0802796088

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? Yes

Affiliate Reporting Begin Date: 08/18/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? Yes

Public Information Report

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306-2116

Principal Office: 4300 Speedway, #4617, Austin, TX 78765

Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765

Changes from previous year?: Yes

Officers, Directors, Managers, Member or General Partner

Name: AARON ZUBATY

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: PETER J BLUM

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: HEATHER OTTEN

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Name: DAVID GROBERG

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Owned Entity(s)

Owned Entity(s)

State of Formation

TX SOS File #

Percentage of Ownership

None entered.

Owners

Owned Entity(s)

State of Formation

TX SOS File #

Percentage of Ownership

Red River Renewable Energy, LLC

DE

100.0

Registered Agent and Office

Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS
INCO

Office: 211 E. 7TH STREET, SUITE 620
AUSTIN, TX 78701-2116

Declaration Statement

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

Affiliate 7

Legal Name of Affiliate: Daylight Solar, LLC

Affiliate Taxpayer Number: 32063625035

SOS File Number or Comptroller File Number: 0802712432

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? Yes

Affiliate Reporting Begin Date: 05/02/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? Yes

Public Information Report

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Principal Office: 4300 Speedway, #4617, Austin, TX 78765

Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765

Changes from previous year?: Yes

Officers, Directors, Managers, Member or General Partner

Name: AARON ZUBATY

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: PETER J BLUM

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: HEATHER OTTEN

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Name: DAVID GROBERG

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Owned Entity(s)

Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			

Owners

Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0

Registered Agent and Office

Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS
INCO

Office: 211 E. 7TH STREET, SUITE 620
AUSTIN, TX 78701-3218

Declaration Statement

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

Affiliate 8

Legal Name of Affiliate: Drumtown Solar, LLC
 Affiliate Taxpayer Number: 320535175
 SOS File Number or Comptroller File Number:
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? No
 Affiliate Reporting Begin Date: 05/19/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? No

Affiliate 9

Legal Name of Affiliate: Drumtown Solar II, LLC
 Affiliate Taxpayer Number: 384051625
 SOS File Number or Comptroller File Number:
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? No
 Affiliate Reporting Begin Date: 10/10/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? No

Affiliate 10

Legal Name of Affiliate: Fly Gap Solar, LLC
 Affiliate Taxpayer Number: 611864095
 SOS File Number or Comptroller File Number:
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? No
 Affiliate Reporting Begin Date: 11/15/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? No

Affiliate 11

Legal Name of Affiliate: Ganado Solar, LLC
 Affiliate Taxpayer Number: 32062105674
 SOS File Number or Comptroller File Number: 0802586242
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 01/01/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0

Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-2116			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 12	
Legal Name of Affiliate: Great Raft Solar, LLC	
Affiliate Taxpayer Number: 300994310	
SOS File Number or Comptroller File Number:	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? No	
Affiliate Reporting Begin Date: 05/15/2017	
Affiliate Reporting End Date: 12/31/2017	
Gross receipts subject to throwback in other states: 0	
Gross receipts everywhere: 0	
Gross receipts in Texas: 0	
Cost of goods sold or compensation: 0	
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes	
Will you be filing an information report for this affiliate?	

No

Affiliate 13

Legal Name of Affiliate: Hat Creek Solar, LLC

Affiliate Taxpayer Number: 32063176906

SOS File Number or Comptroller File Number: 0802675271

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? Yes

Affiliate Reporting Begin Date: 03/15/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? Yes

Public Information Report

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Principal Office: 4300 Speedway, #4617, Austin, TX 78765

Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765

Changes from previous year?: Yes

Officers, Directors, Managers, Member or General Partner

Name: AARON ZUBATY

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: PETER J BLUM

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Name: HEATHER OTTEN

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Name: DAVID GROBERG

Title: MANAGER

Director? No

Term Expiration Date:

Mailing Address: 4300 SPEEDWAY, #4617
AUSTIN, TX 78765

Owned Entity(s)

Owned Entity(s)

State of Formation

TX SOS File #

Percentage of Ownership

None entered.

Owners

Owned Entity(s)

State of Formation

TX SOS File #

Percentage of Ownership

Red River Renewable Energy, LLC

DE

100.0

Registered Agent and Office

Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS
INCO

Office: 211 E. 7TH STREET, SUITE 620
AUSTIN, TX 78701-3218

Declaration Statement

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Affiliate 14

Legal Name of Affiliate: Highfill Solar, LLC

Affiliate Taxpayer Number: 371845159

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 01/01/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 15

Legal Name of Affiliate: Hill Solar, LLC

Affiliate Taxpayer Number: 32064993986

SOS File Number or Comptroller File Number: 0802827249

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? Yes

Affiliate Reporting Begin Date: 09/29/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0

Registered Agent and Office

Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS
 INCO
 Office: 211 E. 7TH STREET, SUITE 620
 AUSTIN, TX 78701-3218

Declaration Statement

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Affiliate 16

Legal Name of Affiliate: Huckleberry Solar, LLC
 Affiliate Taxpayer Number: 352598107
 SOS File Number or Comptroller File Number:
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? No
 Affiliate Reporting Begin Date: 04/24/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? No

Affiliate 17

Legal Name of Affiliate: Lamar Solar, LLC
 Affiliate Taxpayer Number: 32062105666
 SOS File Number or Comptroller File Number: 0802586243
 Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 01/01/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report

Mailing Address: 3000 EL CAMINO REAL STE 5-700
 PALO ALTO, CA 94306-2116
 Principal Office: 4300 Speedway, #4617, Austin, TX 78765
 Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765
 Changes from previous year?: Yes

Officers, Directors, Managers, Member or General Partner

Name: PETER J BLUM	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306		
Name: HEATHER OTTEN	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765		
Name: AARON ZUBATY	Director? No	Term Expiration Date:
Title: MANAGER		

Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: DAVID GROBERG			
Title: MANAGER		Director? No	Term Expiration Date:
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-2116			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 18	
Legal Name of Affiliate: Lily Solar, LLC	
Affiliate Taxpayer Number: 32063679255	
SOS File Number or Comptroller File Number: 0802717048	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? Yes	
Affiliate Reporting Begin Date: 05/08/2017	
Affiliate Reporting End Date: 12/31/2017	
Gross receipts subject to throwback in other states: 0	
Gross receipts everywhere: 0	
Gross receipts in Texas: 0	
Cost of goods sold or compensation: 0	
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes	
Will you be filing an information report for this affiliate? Yes	
Public Information Report	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306	
Principal Office: 4300 Speedway, #4617, Austin, TX 78765	
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765	
Changes from previous year?: Yes	
Officers, Directors, Managers, Member or General Partner	
Name: AARON ZUBATY	
Title: MANAGER	Director? No
Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306	
Name: PETER J BLUM	
Title: MANAGER	Director? No
Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306	
Name: HEATHER OTTEN	
Title: MANAGER	Director? No
Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765	
Name: DAVID GROBERG	
Title: MANAGER	Director? No
Term Expiration Date:	

Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-3218			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 19			
Legal Name of Affiliate: Long Point Solar, LLC			
Affiliate Taxpayer Number: 32063625068			
SOS File Number or Comptroller File Number: 0802712425			
Affiliate NAICS Code: 531390			
Is this affiliate disregarded for Franchise Tax? No			
Does this affiliate have nexus? Yes			
Affiliate Reporting Begin Date: 05/02/2017			
Affiliate Reporting End Date: 12/31/2017			
Gross receipts subject to throwback in other states: 0			
Gross receipts everywhere: 0			
Gross receipts in Texas: 0			
Cost of goods sold or compensation: 0			
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes			
Will you be filing an information report for this affiliate? Yes			
Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership

None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-3218			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 20

Legal Name of Affiliate: Louise Solar, LLC
 Affiliate Taxpayer Number: 32060993089
 SOS File Number or Comptroller File Number: 0802496917
 Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 01/01/2017
 Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116
Principal Office: 4300 Speedway, #4617, Austin, TX 78765
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765
Changes from previous year?: Yes

Officers, Directors, Managers, Member or General Partner		
Name: HEATHER OTTEN	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765		
Name: PETER J BLUM	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306		
Name: AARON ZUBATY	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306		
Name: DAVID GROBERG	Director? No	Term Expiration Date:
Title: MANAGER		
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765		

Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			

Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
	DE		100.0

Red River Renewable Energy, LLC
Registered Agent and Office CORPORATION SERVICE COMPANY DBA CSC - LAWYERS Agent: INCO Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-2116
Declaration Statement I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

Affiliate 21
Legal Name of Affiliate: Mail Rider Wind, LLC Affiliate Taxpayer Number: 384036166 SOS File Number or Comptroller File Number: Affiliate NAICS Code: 531390 Is this affiliate disregarded for Franchise Tax? No Does this affiliate have nexus? No Affiliate Reporting Begin Date: 03/23/2017 Affiliate Reporting End Date: 12/31/2017 Gross receipts subject to throwback in other states: 0 Gross receipts everywhere: 0 Gross receipts in Texas: 0 Cost of goods sold or compensation: 0 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? <input checked="" type="checkbox"/> Yes Will you be filing an information report for this affiliate? No

Affiliate 22
Legal Name of Affiliate: Mayes Solar, LLC Affiliate Taxpayer Number: 364871195 SOS File Number or Comptroller File Number: Affiliate NAICS Code: 531390 Is this affiliate disregarded for Franchise Tax? No Does this affiliate have nexus? No Affiliate Reporting Begin Date: 04/24/2017 Affiliate Reporting End Date: 12/31/2017 Gross receipts subject to throwback in other states: 0 Gross receipts everywhere: 0 Gross receipts in Texas: 0 Cost of goods sold or compensation: 0 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? <input checked="" type="checkbox"/> Yes Will you be filing an information report for this affiliate? No

Affiliate 23
Legal Name of Affiliate: Morrow Lake Solar, LLC Affiliate Taxpayer Number: 32065325428 SOS File Number or Comptroller File Number: 0802853345 Affiliate NAICS Code: 531390 Is this affiliate disregarded for Franchise Tax? No Does this affiliate have nexus? Yes Affiliate Reporting Begin Date: 11/03/2017 Affiliate Reporting End Date: 12/31/2017 Gross receipts subject to throwback in other states: 0 Gross receipts everywhere: 0 Gross receipts in Texas: 0 Cost of goods sold or compensation: 0 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? <input checked="" type="checkbox"/> Yes Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-2116			
Declaration Statement			
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Affiliate 24	
Legal Name of Affiliate: Mother Road Solar Energy, LLC	
Affiliate Taxpayer Number: 384017034	
SOS File Number or Comptroller File Number:	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? No	
Affiliate Reporting Begin Date: 12/30/2017	
Affiliate Reporting End Date: 12/31/2017	
Gross receipts subject to throwback in other states: 0	
Gross receipts everywhere: 0	
Gross receipts in Texas: 0	
Cost of goods sold or compensation: 0	
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes	
Will you be filing an information report for this affiliate? No	

Affiliate 25	
Legal Name of Affiliate: Myrtle Solar, LLC	
Affiliate Taxpayer Number: 32063625100	
SOS File Number or Comptroller File Number: 0802712414	

Affiliate NAICS Code: 531390
 Is this affiliate disregarded for Franchise Tax? No
 Does this affiliate have nexus? Yes
 Affiliate Reporting Begin Date: 05/02/2017
 Affiliate Reporting End Date: 12/31/2017
 Gross receipts subject to throwback in other states: 0
 Gross receipts everywhere: 0
 Gross receipts in Texas: 0
 Cost of goods sold or compensation: 0
 Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes
 Will you be filing an information report for this affiliate? Yes

Public Information Report			
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Principal Office: 4300 Speedway, #4617, Austin, TX 78765			
Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-3218			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 26	
Legal Name of Affiliate: Oxbow Solar, LLC	
Affiliate Taxpayer Number: 384006346	
SOS File Number or Comptroller File Number:	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? No	
Affiliate Reporting Begin Date: 01/01/2017	

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 27

Legal Name of Affiliate: Prairie Grove Solar, LLC

Affiliate Taxpayer Number: 300947794

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 01/01/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 28

Legal Name of Affiliate: Rocking R Solar, LLC

Affiliate Taxpayer Number: 371852588

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 02/13/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 29

Legal Name of Affiliate: Round Hall Solar, LLC

Affiliate Taxpayer Number: 32063625118

SOS File Number or Comptroller File Number: 0802712411

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? Yes

Affiliate Reporting Begin Date: 05/02/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? Yes

Public Information Report

Mailing Address: 3000 EL CAMINO REAL STE 5-700
PALO ALTO, CA 94306

Principal Office: 4300 Speedway, #4617, Austin, TX 78765

Principal Place Of Business: 4300 Speedway, #4617, Austin, TX 78765			
Changes from previous year?: Yes			
Officers, Directors, Managers, Member or General Partner			
Name: AARON ZUBATY			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: PETER J BLUM			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306			
Name: HEATHER OTTEN			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Name: DAVID GROBERG			
Title: MANAGER	Director? No	Term Expiration Date:	
Mailing Address: 4300 SPEEDWAY, #4617 AUSTIN, TX 78765			
Owned Entity(s)			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
None entered.			
Owners			
Owned Entity(s)	State of Formation	TX SOS File #	Percentage of Ownership
Red River Renewable Energy, LLC	DE		100.0
Registered Agent and Office			
Agent: CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO			
Office: 211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701-3218			
Declaration Statement			
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the submission date, and that a copy of this information has been mailed to each person named in this section who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.			

Affiliate 30	
Legal Name of Affiliate: Salt Branch Solar, LLC	
Affiliate Taxpayer Number: 352589146	
SOS File Number or Comptroller File Number:	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? No	
Affiliate Reporting Begin Date: 01/27/2017	
Affiliate Reporting End Date: 12/31/2017	
Gross receipts subject to throwback in other states: 0	
Gross receipts everywhere: 0	
Gross receipts in Texas: 0	
Cost of goods sold or compensation: 0	
Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes	
Will you be filing an information report for this affiliate? No	

Affiliate 31	
Legal Name of Affiliate: San Bernard Solar, LLC	
Affiliate Taxpayer Number: 32060993055	
SOS File Number or Comptroller File Number: 0802496920	
Affiliate NAICS Code: 531390	
Is this affiliate disregarded for Franchise Tax? No	
Does this affiliate have nexus? Yes	
Affiliate Reporting Begin Date: 01/01/2017	

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 33

Legal Name of Affiliate: Twelvemile Energy II, LLC

Affiliate Taxpayer Number: 384040684

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 05/22/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 34

Legal Name of Affiliate: Twelvemile Solar Energy, LLC

Affiliate Taxpayer Number: 384002643

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 01/01/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 35

Legal Name of Affiliate: Twelvemile Solar II, LLC

Affiliate Taxpayer Number: 000000000

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 11/15/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? Yes

Will you be filing an information report for this affiliate? No

Affiliate 36

Legal Name of Affiliate: Wedington Solar, LLC

Affiliate Taxpayer Number: 300955781

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? No

Does this affiliate have nexus? No

Affiliate Reporting Begin Date: 01/01/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? **Yes**

Will you be filing an information report for this affiliate? **No**

Affiliate 37

Legal Name of Affiliate: West Tenn Solar, LLC

Affiliate Taxpayer Number: 352570919

SOS File Number or Comptroller File Number:

Affiliate NAICS Code: 531390

Is this affiliate disregarded for Franchise Tax? **No**

Does this affiliate have nexus? **No**

Affiliate Reporting Begin Date: 09/29/2017

Affiliate Reporting End Date: 12/31/2017

Gross receipts subject to throwback in other states: 0

Gross receipts everywhere: 0

Gross receipts in Texas: 0

Cost of goods sold or compensation: 0

Is this affiliate a corporation, limited liability company, professional association, limited partnership or financial institution? **Yes**

Will you be filing an information report for this affiliate? **No**

[texas.gov](#) |
 [Texas Records and Information Locator \(TRAIL\)](#) |
 [State Link Policy](#) |
 [Texas Homeland Security](#) |
 [Texas Veterans Portal](#)
 Glenn Hegar, Texas Comptroller • [Home](#) • [Contact Us](#)
[Privacy and Security Policy](#) |
 [Accessibility Policy](#) |
 [Link Policy](#) |
 [Public Information Act](#) |
 [Compact with Texans](#)



Tab 4

Detailed Description of the Project

Attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

In compliance with the criteria and guidelines set forth in Title 3, Chapter 313 of the Texas Property Tax Code, Lily Solar, LLC requests an appraised value limitation from Scurry-Rosser ISD. SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The entire facility itself is expected to have a total capacity of 146 MW/AC with 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISDD will have a capacity of approximately 121 MW/AC, with 42 central inverters, 444,760 photovoltaic panels, and 50 MW of the battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation.

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

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy projects. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.



Tab 5

Limitation as a Determining Factor

Currently, SunChase Power, LLC is considering a variety of other locations for Lily Solar, LLC but believes Kaufman County, Texas, would be an ideal location for this solar facility. Currently, there are locations across the United States being evaluated for the establishment of this solar facility. In the event a 313 agreement is not permitted, SunChase Power, LLC will allocate the investment for Lily Solar, LLC to another area outside of Texas namely Louisiana, Mississippi, Oklahoma, Tennessee, Florida, or Arkansas for the continuation of this project. Unfortunately, this would also preclude Kaufman County and Scurry-Rosser Independent School District from receiving the economic benefits associated with the development of a solar facility within their jurisdiction.

Property taxes are often the highest operating expense for a solar generation facility, as solar plants do not have any associated fuel costs to produce electricity. Further, with the Texas wholesale electricity price already below the international average, the necessity of limiting the property tax liability becomes paramount. The magnitude at which tax expenses affect the feasibility of a project is what causes agreements like the Chapter 313 to be so important to companies such as this application. If the agreement is not granted, the rate of return drops to low for investors to tolerate, and the capital once allocated to the project must be reapportioned to out-of-state projects with better cash flows (due to tax incentives and higher wholesale electricity rates). Effectively, whether or not the project is built hinges heavily on the execution of a 313 agreement.

SunChase Power, LLC is a renewable energy company focused on developing utility-scale and large industrial behind-the-meter solar energy projects. They work with landowners and large industrial electricity users to identify promising market locations for profitable solar energy projects, and bring those projects of this type to other states in the US with strong solar characteristics. SunChase Power, LLC is actively developing projects in Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Tennessee, and Florida.



Tab 6

Lily Solar, LLC is located almost entirely within Scurry-Rosser ISD. Please note: a value limitation agreement will only be pursued with Scurry-Rosser ISD despite a small portion of Lily Solar, LLC being located within Crandall ISD.

Taxing Jurisdiction	Percentage of Project located within Jurisdiction	Tax Rate
Kaufman County	100 %	.4787
Kaufman County ESD #5	100 %	.05
Kaufman County Road & Bridge	100%	.11
Trinity Valley Community College	100%	.13854
Scurry-Rosser ISD	83%	1.33
Crandall ISD	17%	1.54



Tab 7

Description of Qualified Investment

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 146 MW/AC and 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 121 MW/AC, with 42 central inverters, 444,760 photovoltaic panels, and 50 MW of the battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation.

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

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy project. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.



Tab 8

Description of Qualified Property

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 146 MW/AC and 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 121 MW/AC, with 42 central inverters, 444,760 photovoltaic panels, and 50 MW of the battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation.

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

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy project. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.



Tab 9

Description of Land: the proceeding chart is a description of the leased parcels for Lily Solar, LLC. N/A



Tab 10

Description of Existing Improvement

The total value of existing improvement on the site is \$88,580. Please find additional maps and information from Kaufman CAD detailing these improvements. **Note: the existing improvements are not a part of Lily Solar, LLC.

Property Details

Account	
Property ID:	8944
Legal Description:	KING & NELSON
Geographic ID:	99.0279.0000.0010.01.10.00
Agent Code:	
Type:	Real
Location	
Address:	8146 FM RD 1390 TX
Map ID:	3-9
Neighborhood CD:	27-001
Owner	
Owner ID:	42334
Name:	HO JUI LIEN CHOU
Mailing Address:	4009 19TH STREET STE D LUBBOCK , TX 79410-1204
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$47,040
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$3,690
Agricultural Market Valuation:	\$0
Market Value:	\$50,730
Ag Use Value:	\$0
Appraised Value:	\$50,730
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$50,730

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
5F	KC ESD #5 (SCURRY)	0.050000	\$50,730	\$50,730
CAD	KAUFMAN CAD	0.000000	\$50,730	\$50,730
KC	KAUFMAN COUNTY	0.478700	\$50,730	\$50,730
P4	PRECINCT 4	0.000000	\$50,730	\$50,730
RB	ROAD & BRIDGE	0.110000	\$50,730	\$50,730
SS	SCURRY-ROSSER ISD	1.330000	\$50,730	\$50,730
TV	TRINITY VALLEY CC	0.138540	\$50,730	\$50,730

Total Tax Rate: 2.107240

Property Improvement - Building

Description: REAL PROPERTY **Type:** REAL PROPERTY **State Code:** E1 **Living Area:** 1,200.00sqft **Value:** \$12,980

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	LIVING AREA	RVLC1		0	400.00
LA	LIVING AREA	RVLC1	EF	0	400.00

Description: REAL PROPERTY **Type:** REAL PROPERTY **State Code:** E1 **Living Area:** 0.00sqft **Value:** \$34,060

Type	Description	Class CD	Year Built	SQFT
OB	OUT BUILDING	MP5	0	2,400.00
OB	OUT BUILDING	90SL	0	8,000.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CAVG2	CAVG2	1	0.00	0.00	0.00	\$3,690	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$47,040	\$3,690	\$0	\$50,730	\$0	\$50,730
2017	\$45,490	\$3,360	\$0	\$48,850	\$0	\$48,850
2016	\$43,810	\$3,360	\$0	\$47,170	\$0	\$47,170
2015	\$44,350	\$3,360	\$0	\$47,710	\$0	\$47,710
2014	\$44,890	\$3,360	\$0	\$48,250	\$0	\$48,250
2013	\$45,460	\$3,360	\$0	\$48,820	\$0	\$48,820
2012	\$68,390	\$3,360	\$0	\$71,750	\$0	\$71,750
2011	\$69,500	\$3,610	\$0	\$73,110	\$0	\$73,110

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/15/2003	Deed	Deed	ROSEWELLS CRANDLE RANCH LTD		2265	518	18992
12/1/1995	Deed	Deed			1702	12	5573
	Deed	Deed			1017	0162	0
	Deed	Deed			983	0523	0

DISCLAIMER

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Improvements

Parcel #8944

Legend

 Parcel 8944

Parcel #8944
(red outline)

Existing Improvement
(black outline)



Property Details

Account	
Property ID:	8941
Legal Description:	WM P KING
Geographic ID:	99.0278.0000.0010.00.10.00
Agent Code:	
Type:	Real
Location	
Address:	0 FM RD 1390 TX
Map ID:	3-9
Neighborhood CD:	27-001
Owner	
Owner ID:	42334
Name:	HO JUI LIEN CHOU
Mailing Address:	4009 19TH STREET STE D LUBBOCK , TX 79410-1204
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$200
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$4,407,300
Market Value:	\$4,407,500
Ag Use Value:	\$112,690
Appraised Value:	\$112,890
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$112,890

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
5F	KC ESD #5 (SCURRY)	0.050000	\$4,407,500	\$112,890
CAD	KAUFMAN CAD	0.000000	\$4,407,500	\$112,890
KC	KAUFMAN COUNTY	0.478700	\$4,407,500	\$112,890
P4	PRECINCT 4	0.000000	\$4,407,500	\$112,890
RB	ROAD & BRIDGE	0.110000	\$4,407,500	\$112,890
SS	SCURRY-ROSSER ISD	1.330000	\$4,407,500	\$112,890
TV	TRINITY VALLEY CC	0.138540	\$4,407,500	\$112,890
Total Tax Rate: 2.107240				

Property Improvement - Building

Description: BARN **Type:** REAL PROPERTY **State Code:** D2 **Living Area:** 0.00sqft **Value:** \$200

Type	Description	Class CD	Year Built	SQFT
BARN	BARN	FLAT		0.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZA	CROPLAND	500.829	0.00	0.00	0.00	\$4,407,300	\$112,690

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$200	\$4,407,300	\$112,690	\$112,890	\$0	\$112,890
2017	\$200	\$4,006,630	\$112,690	\$112,890	\$0	\$112,890
2016	\$200	\$4,006,630	\$112,690	\$112,890	\$0	\$112,890
2015	\$200	\$4,006,630	\$112,690	\$112,890	\$0	\$112,890
2014	\$200	\$4,006,630	\$112,690	\$112,890	\$0	\$112,890
2013	\$200	\$4,006,630	\$112,690	\$112,890	\$0	\$112,890
2012	\$750	\$4,006,630	\$112,690	\$113,440	\$0	\$113,440
2011	\$750	\$4,006,630	\$112,690	\$113,440	\$0	\$113,440

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/15/2003	Deed	Deed	CHISHOLM TRAIL RANCH		2265	518	18992
	Deed	Deed			1305	40	0

Improvements

Parcel #8941

Legend

 Parcel 8941

Parcel #8941
(red outline)

Existing Improvement
(black outline)



Property Details

Account	
Property ID:	8946
Legal Description:	KING & NELSON
Geographic ID:	99.0279.0000.0015.00.10.00
Agent Code:	
Type:	Real
Location	
Address:	8020 FM RD 1390 TX
Map ID:	3-8
Neighborhood CD:	27-001
Owner	
Owner ID:	42334
Name:	HO JUI LIEN CHOU
Mailing Address:	4009 19TH STREET STE D LUBBOCK , TX 79410-1204
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$41,340
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$1,850
Agricultural Market Valuation:	\$0
Market Value:	\$43,190
Ag Use Value:	\$0
Appraised Value:	\$43,190
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$43,190

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Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value
5F	KC ESD #5 (SCURRY)	0.050000	\$43,190	\$43,190
CAD	KAUFMAN CAD	0.000000	\$43,190	\$43,190
KC	KAUFMAN COUNTY	0.478700	\$43,190	\$43,190
P4	PRECINCT 4	0.000000	\$43,190	\$43,190
RB	ROAD & BRIDGE	0.110000	\$43,190	\$43,190
SS	SCURRY-ROSSER ISD	1.330000	\$43,190	\$43,190
TV	TRINITY VALLEY CC	0.138540	\$43,190	\$43,190

Total Tax Rate: 2.107240

Property Improvement - Building

Description: REAL PROPERTY **Type:** REAL PROPERTY **State Code:** E1 **Living Area:** 1,465.00sqft **Value:** \$41,340

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	LIVING AREA	RFFR2	21 - Wood Siding	0	1,465.00
BARN	BARN	FLAT			0.00
CP	Porch, Covered	*		0	30.00
SHED	SHED	FLAT			0.00

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
CAVG2	CAVG2	0.5	0.00	0.00	0.00	\$1,850	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$41,340	\$1,850	\$0	\$43,190	\$0	\$43,190
2017	\$40,320	\$1,680	\$0	\$42,000	\$0	\$42,000
2016	\$36,290	\$1,680	\$0	\$37,970	\$0	\$37,970
2015	\$37,460	\$1,680	\$0	\$39,140	\$0	\$39,140
2014	\$38,640	\$1,680	\$0	\$40,320	\$0	\$40,320
2013	\$39,810	\$1,680	\$0	\$41,490	\$0	\$41,490
2012	\$40,980	\$1,680	\$0	\$42,660	\$0	\$42,660
2011	\$42,160	\$1,800	\$0	\$43,960	\$0	\$43,960

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/15/2003	Deed	Deed	CHISHOLM TRAIL RANCH		2265	518	18992
	Deed	Deed			1305	40	0

DISCLAIMER

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Improvements

Parcel #8946

Legend

 Parcel 8946

Parcel #8946
(red outline)

Existing Improvements
(black outline)

1390



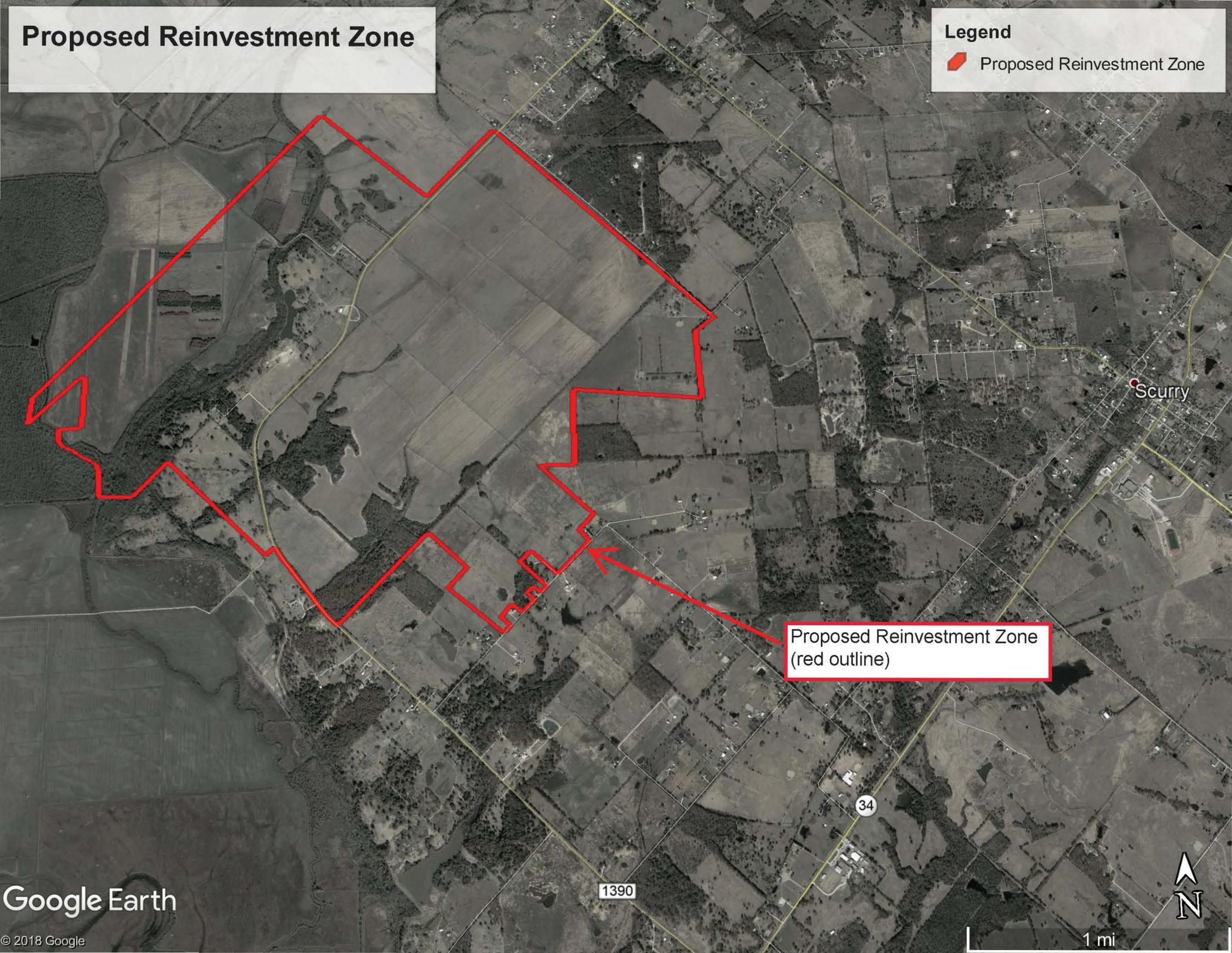


Tab 11

*Maps**attached*

Proposed Reinvestment Zone

Legend
Proposed Reinvestment Zone



Proposed Reinvestment Zone
(red outline)



Proposed Reinvestment Zone

with Project Boundary

Legend

-  Project Boundary
-  Proposed Reinvestment Zone

Proposed Reinvestment Zone
(red outline)

Project Boundary
(yellow outline)



Proposed Reinvestment Zone

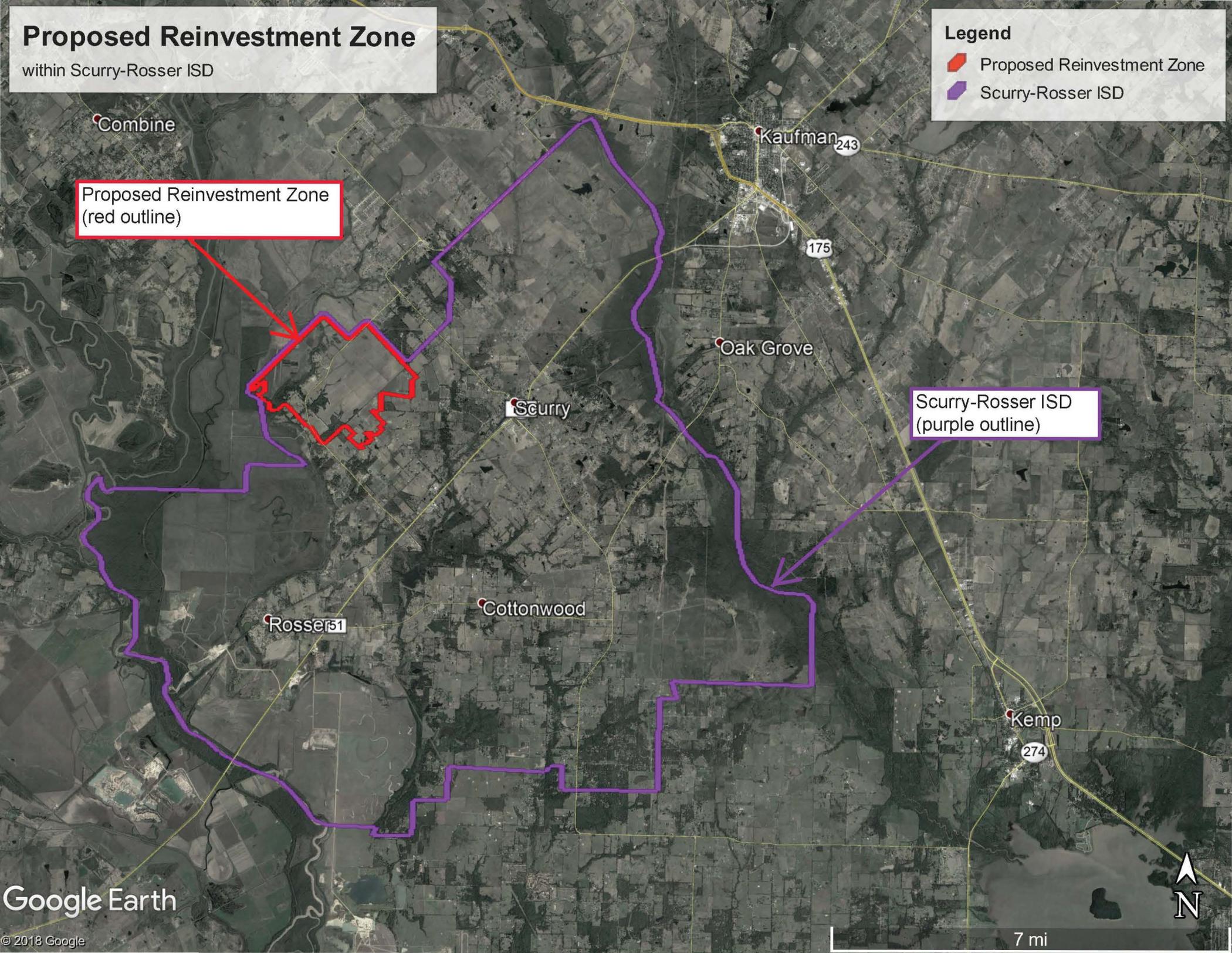
within Scurry-Rosser ISD

Legend

-  Proposed Reinvestment Zone
-  Scurry-Rosser ISD

Proposed Reinvestment Zone
(red outline)

Scurry-Rosser ISD
(purple outline)

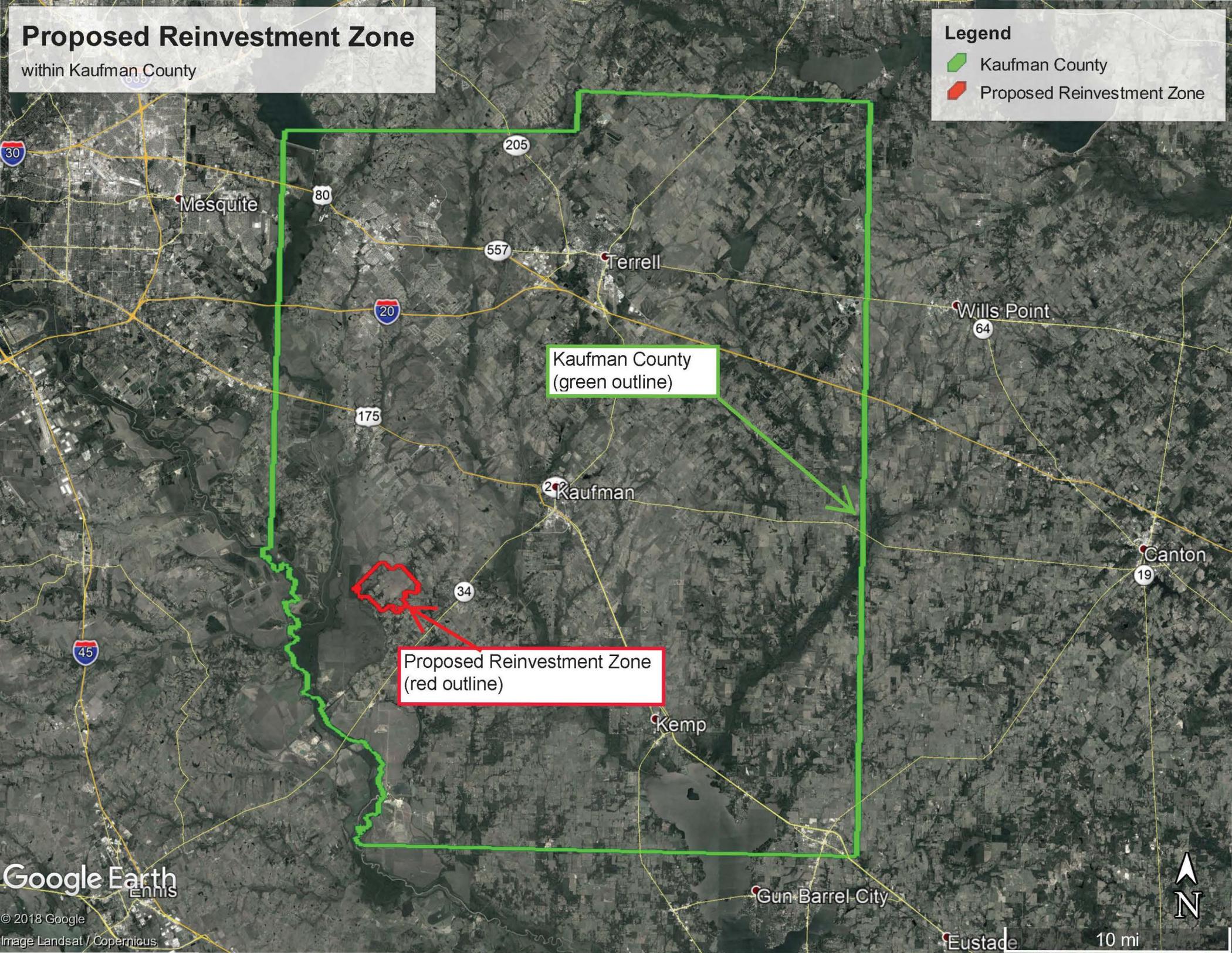


Proposed Reinvestment Zone

within Kaufman County

Legend

-  Kaufman County
-  Proposed Reinvestment Zone



Kaufman County
(green outline)

Proposed Reinvestment Zone
(red outline)



Site Schematic

Legend

- Battery Storage
- Panels
- Project Boundary
- Proposed Reinvestment Zone
- Scurry-Rosser ISD
- Substation/Point of Interconnection

Substation/POI
(blue outline)

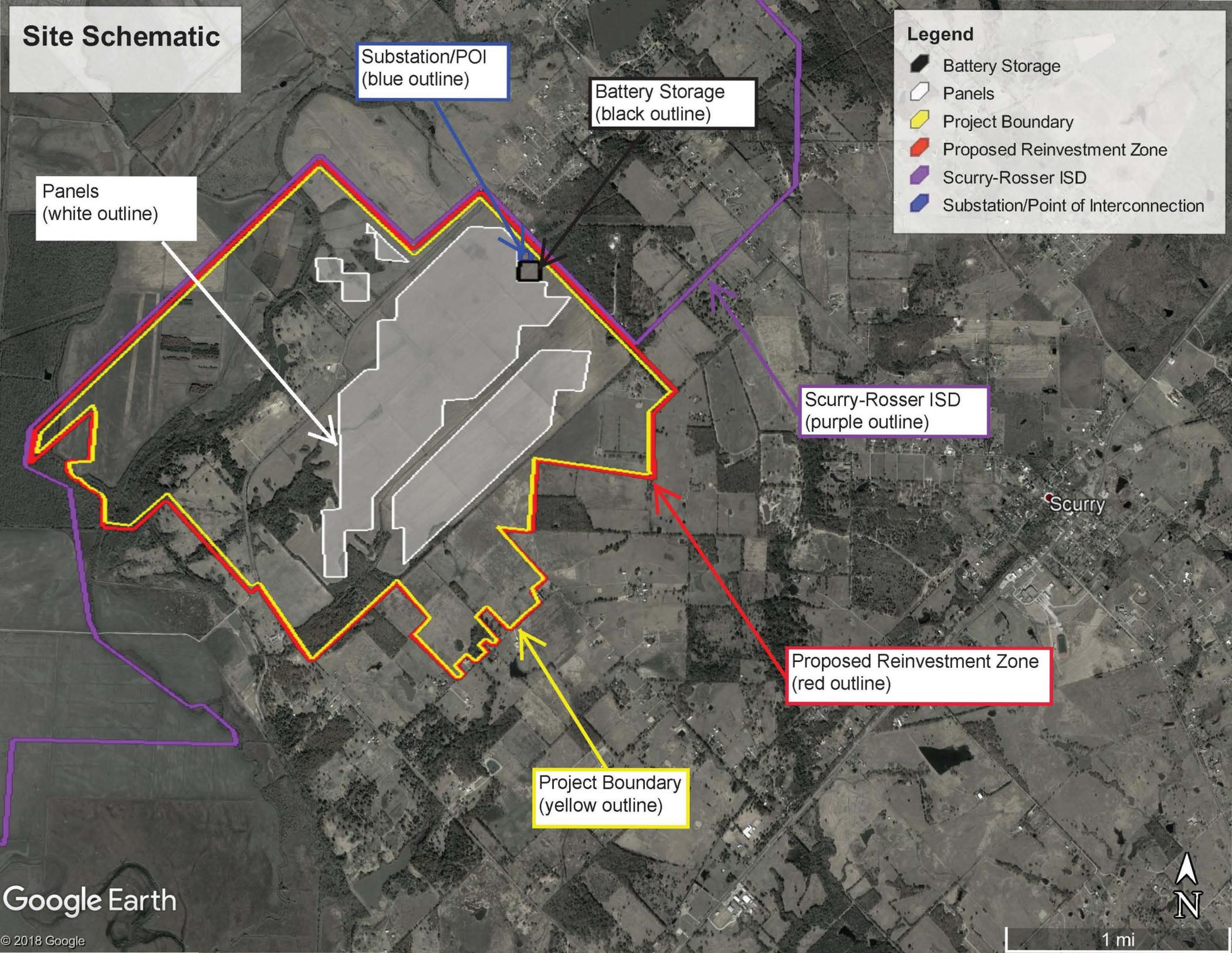
Battery Storage
(black outline)

Panels
(white outline)

Scurry-Rosser ISD
(purple outline)

Proposed Reinvestment Zone
(red outline)

Project Boundary
(yellow outline)



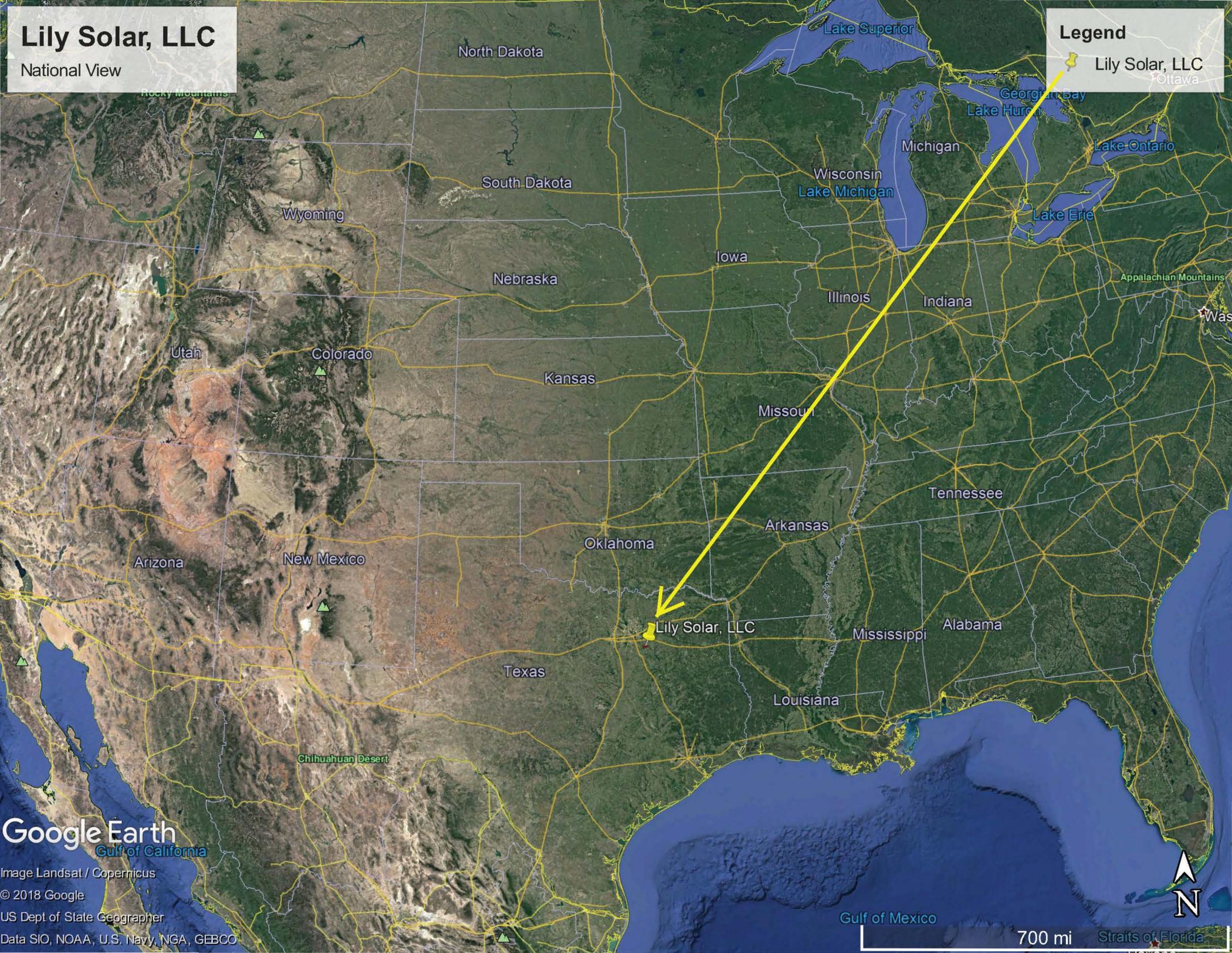
Lily Solar, LLC

National View

Legend

Lily Solar, LLC

Ottawa



Google Earth

Gulf of California

Image Landsat / Copernicus

© 2018 Google

US Dept of State Geographer

Data SIO, NOAA, U.S. Navy, NGA, GEBCO

Gulf of Mexico

700 mi

Straits of Florida





Tab 12

Request for Waiver of Job Requirements

Please refer to the proceeding letter attached.



99/11/2019

Mr. James Sanders
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry, Texas 75158

RE: Lily Solar, LLC Chapter 313 Job Waiver Request

Dear Mr. Sanders:

Lily Solar, LLC is requesting that Scurry-Rosser Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025 (f-1) of the Texas Tax Code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility.

Lily Solar, LLC requests that Scurry-Rosser ISD makes such finding and waive the job creation requirement for 10 permanent jobs. In line with the current industry standards for job requirements, Lily Solar, LLC has committed to create two (2) qualifying jobs in Scurry-Rosser ISD.

Solar projects create many jobs, both full and part time. Additionally, during the construction phase, solar projects create many temporary jobs; however, after construction is completed solar facilities only require a relatively small number of workers to operate and maintain the plant. The number of jobs (2) Lily Solar, LLC has committed to create is congruent with current industry standards for maintenance and operation of a facility of this capacity. This is evidenced by previously certified limitation agreement applications by solar developers who also requested and were granted a waiver of the job requirements based on the requirement of 1 worker per 115 MW.

The permanent employees of a solar facility maintain and service the photovoltaic panels and inverters, underground electrical connections, substations, as well as other infrastructure associated with the safe and reliable operation of the facilities. In addition to onsite employees, there may also be managers and/or technicians who provide support to the facility remotely.

The establishment of Lily Solar, LLC will undoubtedly be beneficial to the economic development of Kaufman County, Scurry-Rosser ISD, and the advancement of renewable energy. Thank you for your consideration of this request. If you have any questions feel free to contact us.

Sincerely,

Mike Fry, Director—Energy Services
mike@keatax.com



Tab 13

Calculation of Wage Requirements

U.S. Department of Labor—Bureau of Labor Statistics

The proceeding calculations are for the following wage requirements:

Calculation A: Kaufman County Average Weekly Wage

Calculation B: 110% of Kaufman County Average for Manufacturing Jobs

Calculation C: 110% of North Central Texas Council of Government Regional Manufacturing Wage

Calculation A: Kaufman County Average Weekly Wage for all Jobs

Year	Quarter	Average Weekly Wage
2018	Q2	\$785.00
2018	Q3	\$807.00
2018	Q4	\$899.00
2019	Q1	\$839.00
	Q Average	\$832.50

In order to calculate Kaufman County Average Weekly Wage for all Jobs, the following calculations were completed:

Quarterly Average Calculation:

Step 1: $\$785.00 + \$807.00 + \$899.00 + \839.00

Step 2: $\$3,330 / 4 =$ **\$832.50**

**Calculation B: 110% of Kaufman County Average Weekly Wage for Manufacturing Jobs**

Year	Quarter	Average Weekly Wage
2018	Q2	\$983.00
2018	Q3	\$998.00
2018	Q4	\$1,148.00
2019	Q1	\$1,127.00
	Q Average	\$ 1,064.00
	110 % Q Average	\$ 1,170.40

In order to calculate 110% of the Kaufman County Average Weekly Wage for Manufacturing Jobs, the following calculations were completed:

110% Quarterly Average Calculation

Step 1: $\$983.00 + \$998.00 + \$1,148.00 + \$1,127.00 = \$4,256.00$

Step 2: $\$4,256.00 / 4$

Step 3: $\$1,064.00 * 1.10 =$ **\$1,170.40**



Calculation C: 110% of North Central Texas Council of Government Regional Manufacturing Wage

2018 North Central Texas Council of Government Regional Annual Wage: \$58,094.00

2018 North Central Texas Council of Government 110% Regional Wage: \$63,903.40 annually or
\$1,228.9 weekly

In order to calculate 110% of the North Central Texas Council of Government Average Weekly Wage for Manufacturing Jobs the following calculations were completed:

Step 1: $\$58,094.00 * 1.10 = \$63,903.40$

Step 2: $\$63,903.40 / 52 = \$1,228.91$



Quarterly Census of Employment and Wages (QCEW) Report

[Customize the report/Help with Accessibility](#)

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry	Average Weekly Wage
2018	01	Kaufman	Total All	Total, All Industries	797
2018	02	Kaufman	Total All	Total, All Industries	785
2018	03	Kaufman	Total All	Total, All Industries	807
2018	04	Kaufman	Total All	Total, All Industries	899
2019	01	Kaufman	Total All	Total, All Industries	839

Quarterly Census of Employment and Wages (QCEW) Report

[Customize the report/Help with Accessibility](#)

Drag a column header and drop it here to group by that column

Year	Period	Area	Ownership	Industry	Average Weekly Wage
2018	01	Kaufman	Private	Manufacturing	1,078
2018	02	Kaufman	Private	Manufacturing	983
2018	03	Kaufman	Private	Manufacturing	998
2018	04	Kaufman	Private	Manufacturing	1,148
2019	01	Kaufman	Private	Manufacturing	1,127

Source: Texas Labor Market Information
Date: 9/11/2019



**2018 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations**

COG	COG Number	Wages	
		Hourly	Annual
Texas		\$27.04	\$56,240
Alamo Area Council of Governments	18	\$22.80	\$47,428
Ark-Tex Council of Governments	5	\$18.73	\$38,962
Brazos Valley Council of Governments	13	\$18.16	\$37,783
Capital Area Council of Governments	12	\$32.36	\$67,318
Central Texas Council of Governments	23	\$19.60	\$40,771
Coastal Bend Council of Governments	20	\$28.52	\$59,318
Concho Valley Council of Governments	10	\$21.09	\$43,874
Deep East Texas Council of Governments	14	\$18.28	\$38,021
East Texas Council of Governments	6	\$21.45	\$44,616
Golden Crescent Regional Planning Commission	17	\$28.56	\$59,412
Heart of Texas Council of Governments	11	\$22.71	\$47,245
Houston-Galveston Area Council	16	\$29.76	\$61,909
Lower Rio Grande Valley Development Council	21	\$17.21	\$35,804
Middle Rio Grande Development Council	24	\$20.48	\$42,604
NORTEX Regional Planning Commission	3	\$25.14	\$52,284
North Central Texas Council of Governments	4	\$27.93	\$58,094
Panhandle Regional Planning Commission	1	\$24.19	\$50,314
Permian Basin Regional Planning Commission	9	\$25.90	\$53,882
Rio Grande Council of Governments	8	\$18.51	\$38,493
South East Texas Regional Planning Commission	15	\$36.26	\$75,430
South Plains Association of Governments	2	\$20.04	\$41,691
South Texas Development Council	19	\$17.83	\$37,088
Texoma Council of Governments	22	\$21.73	\$45,198
West Central Texas Council of Governments	7	\$21.84	\$45,431

Calculated by the Texas Workforce Commission Labor Market and Career Information Department.

Data published: July 2019

Data published annually, next update will be July 31, 2020

Annual wage figure assumes a 40-hour work week.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas Occupational Employment Statistics (OES) data, and is not to be compared to BLS estimates.

Data intended only for use in implementing Chapter 313, Tax Code.



Tab 14

Schedules A1-D

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

Date **9/10/2019**
 Applicant Name **Lily Solar, LLC**
 ISD Name **Scurry-Rosser ISD**

Form 50-296A
 Revised May 2014

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
				Column A	Column B	Column C	Column D	Column E	
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will not become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)	
Investment made before filing complete application with district	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2019-2020	2019	Not eligible to become Qualified Property				[The only other investment made before filing complete application with district that may become Qualified Property is land.]	
Investment made after filing complete application with district, but before final board approval of application									
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period						\$ -	\$ -		
Complete tax years of qualifying time period	QTP1	2020-2021	2020					\$ -	
	QTP2	2021-2022	2021	\$ 145,821,000.00	\$ 500,000.00			\$ 145,821,000.00	
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$ 145,821,000.00	\$ 500,000.00			\$ 146,321,000.00	
				Enter amounts from TOTAL row above in Schedule A2					
Total Qualified Investment (sum of green cells)				\$ 146,321,000.00					

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

Date 9/10/2019
 Applicant Name Lily Solar, LLC
 ISD Name Scurry-Rosser ISD

Form 50-296A
 Revised May 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A	Column B	Column C	Column D	Column E
				New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1			Enter amounts from TOTAL row in Schedule A1 in the row below			
				\$ 146,321,000.00				\$ 146,321,000.00
	0	2019-2020	2019					
	0	2020-2021	2020					
	0	2021-2022	2021	\$ 145,821,000.00	\$ 500,000.00			\$ 146,321,000.00
Value limitation period***	1	2022-2023	2022					
	2	2023-2024	2023					
	3	2024-2025	2024					
	4	2025-2026	2025					
	5	2026-2027	2026					
	6	2027-2028	2027					
	7	2028-2029	2028					
	8	2029-2030	2029					
	9	2030-2031	2030					
	10	2031-2032	2031					
Total investment made through limitation				\$ 145,821,000.00	\$ 500,000.00			\$ 146,321,000.00
Continue to maintain viable presence	11	2032-2033	2032					
	12	2033-2034	2033					
	13	2034-2035	2034					
	14	2035-2036	2035					
	15	2036-2037	2036					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2037-2038	2037					
	17	2038-2039	2038					
	18	2039-2040	2039					
	19	2040-2041	2040					
	20	2041-2042	2041					
	21	2042-2043	2042					
	22	2043-2044	2043					
	23	2044-2045	2044					
	24	2045-2046	2045					
	25	2046-2047	2046					

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.
 ** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.
 *** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.
 For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.
 Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.
 Only tangible personal property that is specifically described in the application can become qualified property.
 Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.
 Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.
 Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Date **9/10/2019**
 Applicant Name **Lily Solar, LLC**
 ISD Name **Scurry-Rosser ISD**

Form 50-296A

Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019						
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2020-2021	2020						
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021						
Value Limitation Period	1	2022-2023	2022	\$ -	\$ 500,000.00	\$ 145,821,000.00	\$ 146,321,000.00	\$ 146,321,000.00	\$ 40,000,000.00
	2	2023-2024	2023	\$ -	\$ 490,000.00	\$ 131,238,900.00	\$ 131,728,900.00	\$ 131,728,900.00	\$ 40,000,000.00
	3	2024-2025	2024	\$ -	\$ 480,000.00	\$ 116,656,800.00	\$ 117,136,800.00	\$ 117,136,800.00	\$ 40,000,000.00
	4	2025-2026	2025	\$ -	\$ 470,000.00	\$ 102,074,700.00	\$ 102,544,700.00	\$ 102,544,700.00	\$ 40,000,000.00
	5	2026-2027	2026	\$ -	\$ 460,000.00	\$ 87,492,600.00	\$ 87,952,600.00	\$ 87,952,600.00	\$ 40,000,000.00
	6	2027-2028	2027	\$ -	\$ 450,000.00	\$ 72,910,500.00	\$ 73,360,500.00	\$ 73,360,500.00	\$ 40,000,000.00
	7	2028-2029	2028	\$ -	\$ 440,000.00	\$ 58,328,400.00	\$ 58,768,400.00	\$ 58,768,400.00	\$ 40,000,000.00
	8	2029-2030	2029	\$ -	\$ 430,000.00	\$ 43,746,300.00	\$ 44,176,300.00	\$ 44,176,300.00	\$ 40,000,000.00
	9	2030-2031	2030	\$ -	\$ 420,000.00	\$ 29,164,200.00	\$ 29,584,200.00	\$ 29,584,200.00	\$ 29,584,200.00
	10	2031-2032	2031	\$ -	\$ 410,000.00	\$ 29,164,200.00	\$ 29,574,200.00	\$ 29,574,200.00	\$ 29,574,200.00
Continue to maintain viable presence	11	2032-2033	2032	\$ -	\$ 400,000.00	\$ 29,164,200.00	\$ 29,564,200.00	\$ 29,564,200.00	\$ 29,564,200.00
	12	2033-2034	2033	\$ -	\$ 390,000.00	\$ 29,164,200.00	\$ 29,554,200.00	\$ 29,554,200.00	\$ 29,554,200.00
	13	2034-2035	2034	\$ -	\$ 380,000.00	\$ 29,164,200.00	\$ 29,544,200.00	\$ 29,544,200.00	\$ 29,544,200.00
	14	2035-2036	2035	\$ -	\$ 370,000.00	\$ 29,164,200.00	\$ 29,534,200.00	\$ 29,534,200.00	\$ 29,534,200.00
	15	2036-2037	2036	\$ -	\$ 360,000.00	\$ 29,164,200.00	\$ 29,524,200.00	\$ 29,524,200.00	\$ 29,524,200.00
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2037-2038	2037	\$ -	\$ 350,000.00	\$ 29,164,200.00	\$ 29,514,200.00	\$ 29,514,200.00	\$ 29,514,200.00
	17	2038-2039	2038	\$ -	\$ 340,000.00	\$ 29,164,200.00	\$ 29,504,200.00	\$ 29,504,200.00	\$ 29,504,200.00
	18	2039-2040	2039	\$ -	\$ 330,000.00	\$ 29,164,200.00	\$ 29,494,200.00	\$ 29,494,200.00	\$ 29,494,200.00
	19	2040-2041	2040	\$ -	\$ 320,000.00	\$ 29,164,200.00	\$ 29,484,200.00	\$ 29,484,200.00	\$ 29,484,200.00
	20	2041-2042	2041	\$ -	\$ 310,000.00	\$ 29,164,200.00	\$ 29,474,200.00	\$ 29,474,200.00	\$ 29,474,200.00
	21	2042-2043	2042	\$ -	\$ 300,000.00	\$ 29,164,200.00	\$ 29,464,200.00	\$ 29,464,200.00	\$ 29,464,200.00
	22	2043-2044	2043	\$ -	\$ 290,000.00	\$ 29,164,200.00	\$ 29,454,200.00	\$ 29,454,200.00	\$ 29,454,200.00
	23	2044-2045	2044	\$ -	\$ 280,000.00	\$ 29,164,200.00	\$ 29,444,200.00	\$ 29,444,200.00	\$ 29,444,200.00
	24	2044-2045	2045	\$ -	\$ 270,000.00	\$ 29,164,200.00	\$ 29,434,200.00	\$ 29,434,200.00	\$ 29,434,200.00
	25	2045-2046	2045	\$ -	\$ 260,000.00	\$ 29,164,200.00	\$ 29,424,200.00	\$ 29,424,200.00	\$ 29,424,200.00

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date 9/10/2019
 Applicant Name Lily Solar, LLC
 ISD Name Scurry-Rosser ISD

Form 50-296A
 Revised May 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
				Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period	0	2019-2020	2019					
Each year prior to start of Value Limitation Period	0	2020-2021	2020					
Each year prior to start of Value Limitation Period	0	2021-2022	2021	201 FTE	\$ 38,000.00			
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2022-2023	2022				2	\$ 63,903.40
	2	2023-2024	2023				2	\$ 63,903.40
	3	2024-2025	2024				2	\$ 63,903.40
	4	2025-2026	2025				2	\$ 63,903.40
	5	2026-2027	2026				2	\$ 63,903.40
	6	2027-2028	2027				2	\$ 63,903.40
	7	2028-2029	2028				2	\$ 63,903.40
	8	2029-2030	2029				2	\$ 63,903.40
	9	2030-2031	2030				2	\$ 63,903.40
10	2031-2032	2031				2	\$ 63,903.40	
Years Following Value Limitation Period	11 through 25	2032-2046	2032-2046				2	\$ 63,903.40

Notes: See TAC 9.1051 for definition of non-qualifying jobs.
 Only include jobs on the project site in this school district.

- C1.** Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 Yes No
 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)
 If yes, answer the following two questions:
- C1a.** Will the applicant request a job waiver, as provided under 313.025(f-1)? Yes No
- C1b.** Will the applicant avail itself of the provision in 313.021(3)(F)? Yes No

Schedule D: Other Incentives (Estimated)

Date 9/10/2019
Applicant Name Lily Solar, LLC
ISD Name Scurry-Rosser ISD

Form 50-296A
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:					
	City:					
	Other:					
Tax Code Chapter 312	County: Kaufman	2022	2022-2031	\$ 455,913.00	55% Abatement	\$ 250,752.15
	City:					
	Other: Trinity Valley Community College	2022	2022-2031	\$ 131,907.00	55% Abatement	\$ 72,548.85
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
TOTAL				\$ 587,820.00	75%	\$ 323,301.00

Additional information on incentives for this project:



Tab 15

Economic Impact Study—N/A



Tab 16

Description of Reinvestment Zone

See Attached.

SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

RESOLUTION CREATING LILY SCURRY REINVESTMENT ZONE

WHEREAS, Section 312.0025 of the Texas Tax Code permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of this state in which the school district is located; and,

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

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and,

WHEREAS, the District published notice of a public hearing regarding the possible designation of the area described in the attached **Exhibit A** as a reinvestment zone for the purposes of Chapter 313 of the Texas Tax Code; and,

WHEREAS, the District wishes to create a reinvestment zone within the boundaries of the school district in Kaufman County, Texas as shown on the map attached as **Exhibit B**; and,

WHEREAS, the District has given written notice of the proposed action and the Public Hearing to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached **Exhibits A & B**; and,

WHEREAS, all interested members of the public were given an opportunity to make comments at the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT:

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

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

- (a) That the public hearing on the adoption of *LILY SCURRY REINVESTMENT ZONE* has been called, held and conducted, and that notices of such hearing have been published and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and,
- (b) That the boundaries of *LILY SCURRY REINVESTMENT ZONE* be and, by the adoption of this Resolution, are declared and certified to be the area as described in the description attached hereto as “**Exhibit A**”; and,
- (c) That the map attached hereto as “**Exhibit B**” is declared to be and, by the adoption of this Resolution, is certified to accurately depict and show the boundaries of *LILY SCURRY REINVESTMENT ZONE* which is described in **Exhibit A**; and further certifies that the property described in **Exhibit A** is inside the boundaries shown on **Exhibit B**; and,
- (d) That creation of *LILY SCURRY REINVESTMENT ZONE* with boundaries as described in **Exhibit A** and **Exhibit B** will result in benefits to the Scurry-Rosser Independent School District and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (e) That the *LILY SCURRY REINVESTMENT ZONE* described in **Exhibit A** and **Exhibit B** meets the criteria set forth in Texas Tax Code §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract investment in the zone that will be a benefit to the property, and would contribute to economic development within the Scurry-Rosser Independent School District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the Scurry-Rosser Independent School District hereby creates a reinvestment zone under the provisions of Texas Tax Code §312.0025, encompassing the area described by the descriptions in **Exhibit A** and **Exhibit B**, and such reinvestment zone is hereby designated and shall hereafter be referred to as *LILY SCURRY REINVESTMENT ZONE*.

SECTION 4. That the existence of the *LILY SCURRY REINVESTMENT ZONE* shall first take effect upon, September 16th, 2019, the date of the adoption of this Resolution by the Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such adoption.

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

Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Scurry-Rosser Independent School District Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in newspapers of general circulation in Kaufman County of the State of Texas, and furthermore, such notice was, in fact, delivered to the presiding officer of any effected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 16 day of September 16, 2019.

**SCURRY-ROSSER INDEPENDENT SCHOOL
DISTRICT**

By: 
President
Board of Trustees

ATTEST: 
Secretary
Board of Trustees

EXHIBIT A

LEGAL DESCRIPTION OF LILY SCURRY REINVESTMENT ZONE

LILY SCURRY REINVESTMENT ZONE

See Attached

EXHIBIT B

SURVEY MAPS OF LILY SCURRY REINVESTMENT ZONE

SEE ATTACHED

Proposed Reinvestment Zone

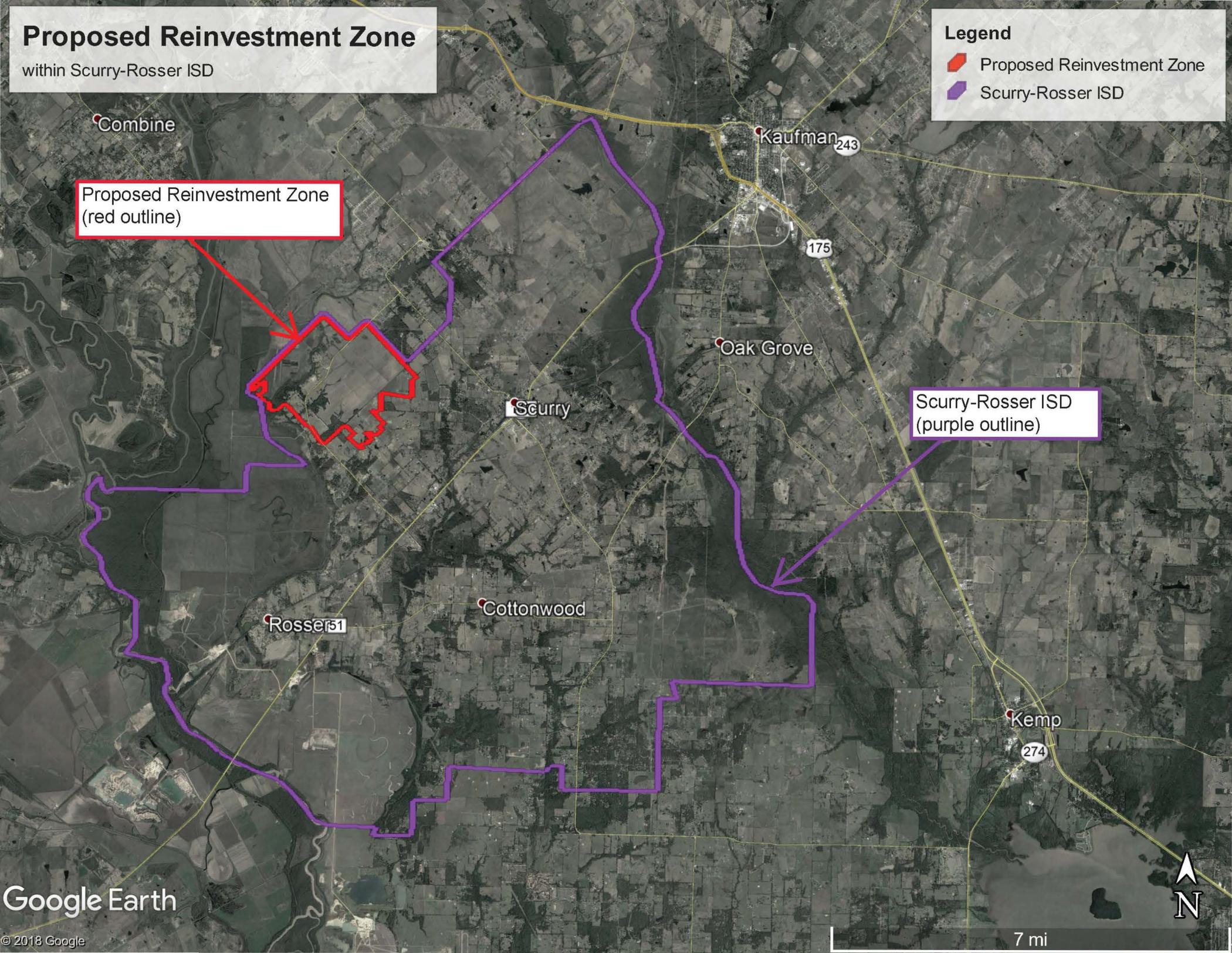
within Scurry-Rosser ISD

Legend

-  Proposed Reinvestment Zone
-  Scurry-Rosser ISD

Proposed Reinvestment Zone
(red outline)

Scurry-Rosser ISD
(purple outline)





Tab 17

Signatures and Certification

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print here → JAMES D. SANDERS Title Superintendent
Print Name (Authorized School District Representative)

sign here → James D. Sanders Date 9.16.19
Signature (Authorized School District Representative)

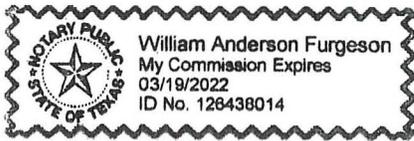
2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

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

print here → HEATHER OTTEN Title MANAGER
Print Name (Authorized Company Representative (Applicant))

sign here → [Signature] Date 9/12/2019
Signature (Authorized Company Representative (Applicant))



(Notary Seal)

GIVEN under my hand and seal of office this, the

12th day of SEPTEMBER, 2019

[Signature]
 Notary Public in and for the State of Texas

My Commission expires: 03/19/2022

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.



September 26, 2019

Deisy Perez
Research Analyst
Economic Development & Local Government
Data Analysis & Transparency Division
Texas Comptroller of Public Accounts
111 East 17th Street
Austin, TX 78774

RE: Value Limitation Agreement Application #1427 (Lily Solar, LLC)

Mrs. Perez,

Regarding the proposed battery storage component of Lily Solar's application to Scurry-Rosser ISD, I would like to confirm the following:

1. Lily Solar is one (1) project to be located partially within Scurry-Rosser ISD (80.4% of project infrastructure, based on current estimates) and Crandall ISD (remaining 19.6% of project infrastructure);
2. Lily Solar is not applying for a Value Limitation Agreement with Crandall ISD because the amount of project investment to be spent in that district would not meet the \$60mm Limitation requirement;
3. All of the battery storage will be located within Scurry-Rosser ISD; and
4. The batteries will be storing energy generated from the Lily Solar facility.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Will Furgeson".

Will Furgeson
Vice President
SunChase Power



Tab 4

Detailed Description of the Project

Attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

In compliance with the criteria and guidelines set forth in Title 3, Chapter 313 of the Texas Property Tax Code, Lily Solar, LLC requests an appraised value limitation from Scurry-Rosser ISD. SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The entire facility itself is expected to have a total capacity of 146 MW/AC with 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 117 MW/AC, with 40 central inverters, 430,827 photovoltaic panels, and the entirety of the 50 MW/AC battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation. The battery system will be located entirely within Scurry-Rosser ISD, and the batteries will be storing energy generated from the Lily Solar facility.

Lily Solar, LLC requests that this application includes all eligible ancillary and necessary equipment, including the following:

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy projects. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.



Tab 7

Description of Qualified Investment

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 146 MW/AC and 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 117 MW/AC, with 40 central inverters, 430,827 photovoltaic panels, and the entirety of the 50 MW/AC battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation. The battery system will be located entirely within Scurry-Rosser ISD and the batteries will be storing energy generated from the Lily Solar facility.

Lily Solar, LLC requests that this application includes all eligible ancillary and necessary equipment, including the following:

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy project. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.



Tab 8

Description of Qualified Property

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 146 MW/AC and 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 117 MW/AC, with 40 central inverters, 430,827 photovoltaic panels, and the entirety of the 50 MW/AC battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation. The battery system will be located entirely within Scurry-Rosser ISD and the batteries will be storing energy generated from the Lily Solar facility.

Lily Solar, LLC requests that this application includes all eligible ancillary and necessary equipment, including the following:

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

Lily Solar, LLC is a solar energy project managed by SunChase Power, LLC. SunChase Power, LLC is a renewable energy company focused on developing utility-scale and industrial solar energy project. Their management team has been influential in the development of over 4,000 megawatts of renewable energy projects, bringing years of experience to the development process. They are committed to the future of renewable energy as well as building quality stakeholder relationships in the communities they choose to invest in.

Attachment B

Franchise Tax Account Status



Franchise Tax Account Status

As of : 11/12/2019 13:50:06

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LILY SOLAR, LLC	
Texas Taxpayer Number	32063679255
Mailing Address	3000 EL CAMINO REAL STE 5-700 PALO ALTO, CA 94306-2116
Ⓜ Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	05/08/2017
Texas SOS File Number	0802717048
Registered Agent Name	CORPORATION SERVICE COMPANY DBA CSC - LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

Attachment C

State Comptroller's Certification



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

October 31, 2019

James Sanders
Superintendent
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry, Texas 75158

Re: Certificate for Limitation on Appraised Value of Property for School District
Maintenance and Operations taxes by and between Scurry-Rosser Independent School
District and Lily Solar, LLC, Application 1427

Dear Superintendent Sanders:

On October 4, 2019, the Comptroller issued written notice that Lily Solar, LLC (applicant) submitted a completed application (Application 1427) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on September 16, 2019, to the Scurry-Rosser Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter B; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

Determination required by 313.025(h)

Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.
Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

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

- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1427.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

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

Note that any building or improvement existing as of the application review start date of October 4, 2019, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at will.counihan@cpa.texas.gov or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Craven". The signature is written in a cursive style with a large initial "L".

Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Lily Solar, LLC (project) applying to Scurry-Rosser Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

Table 1 is a summary of investment, employment and tax impact of Lily Solar, LLC.

Applicant	Lily Solar, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Scurry-Rosser ISD
2017-2018 Average Daily Attendance	980
County	Kaufman
Proposed Total Investment in District	\$146,321,000
Proposed Qualified Investment	\$146,321,000
Limitation Amount	\$40,000,000
Qualifying Time Period (Full Years)	2020-2021
Number of new qualifying jobs committed to by applicant	2*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,229
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$1,229
Minimum annual wage committed to by applicant for qualified jobs	\$63,903.40
Minimum weekly wage required for non-qualifying jobs	\$833
Minimum annual wage required for non-qualifying jobs	\$43,291
Investment per Qualifying Job	\$73,160,500
Estimated M&O levy without any limit (15 years)	\$10,173,120
Estimated M&O levy with Limitation (15 years)	\$5,532,234
Estimated gross M&O tax benefit (15 years)	\$4,640,887

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

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

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	201	224	425	\$7,638,000	\$22,056,000	\$29,694,000
2022	2	21	22.978	\$127,807	\$3,904,193	\$4,032,000
2023	2	16	18	\$127,807	\$2,969,193	\$3,097,000
2024	2	6	8	\$127,807	\$1,833,193	\$1,961,000
2025	2	0	2	\$127,807	\$1,118,193	\$1,246,000
2026	2	(2)	0	\$127,807	\$696,193	\$824,000
2027	2	(2)	0	\$127,807	\$473,193	\$601,000
2028	2	(2)	0	\$127,807	\$396,193	\$524,000
2029	2	(1)	1	\$127,807	\$401,193	\$529,000
2030	2	1	3	\$127,807	\$475,193	\$603,000
2031	2	2	4	\$127,807	\$589,193	\$717,000
2032	2	3	5	\$127,807	\$714,193	\$842,000
2033	2	4	6	\$127,807	\$830,193	\$958,000
2034	2	5	7	\$127,807	\$932,193	\$1,060,000
2035	2	5	7	\$127,807	\$1,013,193	\$1,141,000
2036	2	5	7	\$127,807	\$1,065,193	\$1,193,000

Source: CPA REMI, Lily Solar, LLC

Table 3 examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Scurry-Rosser ISD I&S Tax Levy	Scurry-Rosser ISD M&O Tax Levy	Scurry-Rosser ISD M&O and I&S Tax Levies	Kaufman County Tax Levy	Kaufman County ESD #5 Tax Levy	Trinity Valley Community College Distrcit Tax Levy	Estimated Total Property Taxes
				0.1600	1.0500		0.5887	0.0500	0.1385	
2022	\$146,321,000	\$146,321,000		\$234,114	\$1,536,371	\$1,770,484	\$861,392	\$73,161	\$202,713	\$2,907,749
2023	\$131,728,900	\$131,728,900		\$210,766	\$1,383,153	\$1,593,920	\$775,488	\$65,864	\$182,497	\$2,617,769
2024	\$117,136,800	\$117,136,800		\$187,419	\$1,229,936	\$1,417,355	\$689,584	\$58,568	\$162,281	\$2,327,789
2025	\$102,544,700	\$102,544,700		\$164,072	\$1,076,719	\$1,240,791	\$603,681	\$51,272	\$142,065	\$2,037,809
2026	\$87,952,600	\$87,952,600		\$140,724	\$923,502	\$1,064,226	\$517,777	\$43,976	\$121,850	\$1,747,829
2027	\$73,360,500	\$73,360,500		\$117,377	\$770,285	\$887,662	\$431,873	\$36,680	\$101,634	\$1,457,849
2028	\$58,768,400	\$58,768,400		\$94,029	\$617,068	\$711,098	\$345,970	\$29,384	\$81,418	\$1,167,869
2029	\$44,176,300	\$44,176,300		\$70,682	\$463,851	\$534,533	\$260,066	\$22,088	\$61,202	\$877,889
2030	\$29,584,200	\$29,584,200		\$47,335	\$310,634	\$357,969	\$174,162	\$14,792	\$40,986	\$587,909
2031	\$29,574,200	\$29,574,200		\$47,319	\$310,529	\$357,848	\$174,103	\$14,787	\$40,972	\$587,710
2032	\$29,564,200	\$29,564,200		\$47,303	\$310,424	\$357,727	\$174,044	\$14,782	\$40,958	\$587,512
2033	\$29,554,200	\$29,554,200		\$47,287	\$310,319	\$357,606	\$173,986	\$14,777	\$40,944	\$587,313
2034	\$29,544,200	\$29,544,200		\$47,271	\$310,214	\$357,485	\$173,927	\$14,772	\$40,931	\$587,114
2035	\$29,534,200	\$29,534,200		\$47,255	\$310,109	\$357,364	\$173,868	\$14,767	\$40,917	\$586,915
2036	\$29,524,200	\$29,524,200		\$47,239	\$310,004	\$357,243	\$173,809	\$14,762	\$40,903	\$586,717
			Total	\$1,550,190	\$10,173,120	\$11,723,310	\$5,703,729	\$484,434	\$1,342,271	\$19,253,744

Source: CPA, Lily Solar, LLC

*Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Kaufman County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county and Trinity Valley Community College.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate*	Scurry-Rosser ISD I&S Tax Levy	Scurry-Rosser ISD M&O Tax Levy	Scurry-Rosser ISD M&O and I&S Tax Levies	Kaufman County Tax Levy	Kaufman County ESD #5 Tax Levy	Trinity Valley Community College District Tax Levy	Estimated Total Property Taxes
				0.1600	1.0500		0.5887	0.0500	0.1385	
2022	\$146,321,000	\$40,000,000		\$234,114	\$420,000	\$654,114	\$387,626	\$73,161	\$91,221	\$1,206,121
2023	\$131,728,900	\$40,000,000		\$210,766	\$420,000	\$630,766	\$348,970	\$65,864	\$82,124	\$1,127,724
2024	\$117,136,800	\$40,000,000		\$187,419	\$420,000	\$607,419	\$310,313	\$58,568	\$73,027	\$1,049,327
2025	\$102,544,700	\$40,000,000		\$164,072	\$420,000	\$584,072	\$271,656	\$51,272	\$63,929	\$970,930
2026	\$87,952,600	\$40,000,000		\$140,724	\$420,000	\$560,724	\$233,000	\$43,976	\$54,832	\$892,532
2027	\$73,360,500	\$40,000,000		\$117,377	\$420,000	\$537,377	\$194,343	\$36,680	\$45,735	\$814,135
2028	\$58,768,400	\$40,000,000		\$94,029	\$420,000	\$514,029	\$155,686	\$29,384	\$36,638	\$735,738
2029	\$44,176,300	\$40,000,000		\$70,682	\$420,000	\$490,682	\$117,030	\$22,088	\$27,541	\$657,341
2030	\$29,584,200	\$29,584,200		\$47,335	\$310,634	\$357,969	\$78,373	\$14,792	\$18,444	\$469,578
2031	\$29,574,200	\$29,574,200		\$47,319	\$310,529	\$357,848	\$78,346	\$14,787	\$18,437	\$469,419
2032	\$29,564,200	\$29,564,200		\$47,303	\$310,424	\$357,727	\$174,044	\$14,782	\$40,958	\$587,512
2033	\$29,554,200	\$29,554,200		\$47,287	\$310,319	\$357,606	\$173,986	\$14,777	\$40,944	\$587,313
2034	\$29,544,200	\$29,544,200		\$47,271	\$310,214	\$357,485	\$173,927	\$14,772	\$40,931	\$587,114
2035	\$29,534,200	\$29,534,200		\$47,255	\$310,109	\$357,364	\$173,868	\$14,767	\$40,917	\$586,915
2036	\$29,524,200	\$29,524,200		\$47,239	\$310,004	\$357,243	\$173,809	\$14,762	\$40,903	\$586,717
			Total	\$1,550,190	\$5,532,234	\$7,082,423	\$3,044,977	\$484,434	\$716,581	\$11,328,415
			Diff	\$0	\$4,640,887	\$4,640,887	\$2,658,753	\$0	\$625,690	\$7,925,329

Assumes School Value Limitation and Tax Abatements with the County.

Source: CPA, Lily Solar, LLC

*Tax Rate per \$100 Valuation

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

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

This represents the Comptroller’s determination that Lily Solar, LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2019	\$0	\$0	\$0	\$0
	2020	\$0	\$0	\$0	\$0
	2021	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2022	\$420,000	\$420,000	\$1,116,371	\$1,116,371
	2023	\$420,000	\$840,000	\$963,153	\$2,079,524
	2024	\$420,000	\$1,260,000	\$809,936	\$2,889,460
	2025	\$420,000	\$1,680,000	\$656,719	\$3,546,180
	2026	\$420,000	\$2,100,000	\$503,502	\$4,049,682
	2027	\$420,000	\$2,520,000	\$350,285	\$4,399,967
	2028	\$420,000	\$2,940,000	\$197,068	\$4,597,035
	2029	\$420,000	\$3,360,000	\$43,851	\$4,640,887
	2030	\$310,634	\$3,670,634	\$0	\$4,640,887
	2031	\$310,529	\$3,981,163	\$0	\$4,640,887
Maintain Viable Presence (5 Years)	2032	\$310,424	\$4,291,587	\$0	\$4,640,887
	2033	\$310,319	\$4,601,906	\$0	\$4,640,887
	2034	\$310,214	\$4,912,121	\$0	\$4,640,887
	2035	\$310,109	\$5,222,230	\$0	\$4,640,887
	2036	\$310,004	\$5,532,234	\$0	\$4,640,887
Additional Years as Required by 313.026(c)(1) (10 Years)	2037	\$309,899	\$5,842,133	\$0	\$4,640,887
	2038	\$309,794	\$6,151,927	\$0	\$4,640,887
	2039	\$309,689	\$6,461,616	\$0	\$4,640,887
	2040	\$309,584	\$6,771,200	\$0	\$4,640,887
	2041	\$309,479	\$7,080,679	\$0	\$4,640,887
	2042	\$309,374	\$7,390,053	\$0	\$4,640,887
	2043	\$309,269	\$7,699,322	\$0	\$4,640,887
	2044	\$309,164	\$8,008,487	\$0	\$4,640,887
	2045	\$309,059	\$8,317,546	\$0	\$4,640,887
	2045	\$309,059	\$8,626,605	\$0	\$4,640,887

\$8,626,605
 is greater than **\$4,640,887**

Analysis Summary	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

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

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

Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller's determination.

Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

Determination

The Comptroller has determined that the limitation on appraised value is a determining factor in the Lily Solar, LLC's decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- This project was originally submitted to the Comptroller on February 26, 2019, and assigned application number 1350.
- May 28, 2019, the Comptroller's office issued a certificate letter for application number 1350.
- On September 12, 2019, the Comptroller's office received notice the withdrawal of application 1350.
- September 18, 2019, Scurry-Rosser Independent School District submitted to the Comptroller's office a new application for the property described in application 1350, seeking an appraised value limitation for a 117 MW/AC solar facility with an additional 50 MW battery storage system on behalf of Lily Solar, LLC (assigned application number 1427).
- Per Lily Solar, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. “Currently, SunChase Power, LLC is considering a variety of other locations for Lily Solar, LLC but believes Kaufman County, Texas, would be an ideal location for this solar facility. Currently, there are locations across the United States being evaluated for the establishment of this solar facility. In the event a 313 agreement is not permitted, SunChase Power, LLC will allocate the investment for Lily Solar, LLC to another area outside of Texas namely Louisiana, Mississippi, Oklahoma, Tennessee, Florida, or Arkansas for the continuation of this project. Unfortunately, this would also preclude Kaufman County and Scurry-Rosser Independent School District from receiving the economic benefits associated with the development of a solar facility within their jurisdiction.”
 - B. “Property taxes are often the highest operating expense for a solar generation facility, as solar plants do not have any associated fuel costs to produce electricity. Further, with the Texas wholesale electricity price already below the international average, the necessity of limiting the property tax liability becomes paramount. The magnitude at which tax expenses affect the feasibility of a project is what causes agreements like the Ch. 313 to be so important to companies such as this application. If the 313 is not granted, the rate of return drops to low for investors to tolerate, and the capital once allocated to the project must be reapportioned to out-

of-state projects with better cash flows (due to tax incentives and higher wholesale electricity rates). Effectively, whether or not the project is built hinges heavily on the execution of a 313 agreement.”

- C. “SunChase Power, LLC is a renewable energy company focused on developing utility- scale and large industrial behind-the-meter solar energy projects. They work with landowners and large industrial electricity users to identify promising market locations for profitable solar energy projects, and bring those projects of this type to other states in the US with strong solar characteristics. SunChase Power, LLC is actively developing projects in Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Tennessee, and Florida.”
- According to the Board of Education of the Scurry-Rosser ISD dated February 18, 2019 “Discussion and possible Board Action to accept the Application of Lily Solar, LLC for an Appraised Value Limitation on Qualified Property; authorize the Superintendent to review the Application for completeness and submit to the Comptroller; and authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days subject to Board ratification.”
- A Regular Board Meeting of Scurry-Rosser ISD dated September 16, 2019, “Discussion/Approval of Resolution Creating Lily Scurry Reinvestment Zone. Discussion and possible Board action to set Application Fee of \$1,000 for the Lily Solar Application. Discussion and possible Board action to accept the Application of Lily Solar, LLC for an Appraised Value Limitation on Qualified Property.”
- Supplemental information provided by the applicant indicated the following:
 - A. “There are no alternate names for Lily Solar. It has been known as Lily Solar throughout the development process.”
 - B. “The project has applied to ERCOT. The INR # is 19INR0044 and it was assigned April 10, 2017.”

Supporting Information

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

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

Supporting Information

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

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

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

SECTION 8: Limitation as Determining Factor

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

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

Supporting Information

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



Tab 5

Limitation as a Determining Factor

Currently, SunChase Power, LLC is considering a variety of other locations for Lily Solar, LLC but believes Kaufman County, Texas, would be an ideal location for this solar facility. Currently, there are locations across the United States being evaluated for the establishment of this solar facility. In the event a 313 agreement is not permitted, SunChase Power, LLC will allocate the investment for Lily Solar, LLC to another area outside of Texas namely Louisiana, Mississippi, Oklahoma, Tennessee, Florida, or Arkansas for the continuation of this project. Unfortunately, this would also preclude Kaufman County and Scurry-Rosser Independent School District from receiving the economic benefits associated with the development of a solar facility within their jurisdiction.

Property taxes are often the highest operating expense for a solar generation facility, as solar plants do not have any associated fuel costs to produce electricity. Further, with the Texas wholesale electricity price already below the international average, the necessity of limiting the property tax liability becomes paramount. The magnitude at which tax expenses affect the feasibility of a project is what causes agreements like the Chapter 313 to be so important to companies such as this application. If the agreement is not granted, the rate of return drops to low for investors to tolerate, and the capital once allocated to the project must be reapportioned to out-of-state projects with better cash flows (due to tax incentives and higher wholesale electricity rates). Effectively, whether or not the project is built hinges heavily on the execution of a 313 agreement.

SunChase Power, LLC is a renewable energy company focused on developing utility-scale and large industrial behind-the-meter solar energy projects. They work with landowners and large industrial electricity users to identify promising market locations for profitable solar energy projects, and bring those projects of this type to other states in the US with strong solar characteristics. SunChase Power, LLC is actively developing projects in Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Tennessee, and Florida.

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller

**NOTICE OF REGULAR MEETING
BOARD OF EDUCATION
SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT**

Notice is hereby given that a Regular Meeting of the Board of Education of the Scurry-Rosser Independent School District will be held on Monday, February 18, 2019 beginning at 7:00 PM in the Scurry-Rosser Administration Building, 10705 South State Highway 34, Scurry, Texas.

If during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapter D and E. Before any closed meeting, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

- Items do not have to be taken in the same order as shown on the meeting notice.

The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

1. Opening
 - A. Call to Order
 - B. Prayer
 - C. Pledge
 - D. Open Forum
2. Discussion/Approval of Consent Agenda Items.
 - A. Previous Minutes of January 14, 2019 public hearing and regular school board meeting.
3. Discussion/Approval of 2019-2020 School Calendar.
4. Discussion/Approval of Update 112.
5. Discussion and possible Board Action to accept the Application of Lily Solar, LLC for an Appraised Value Limitation on Qualified Property; authorize the Superintendent to review the Application for completeness and submit to the Comptroller; and authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days subject to Board ratification.
6. Discussion and possible Board action to retain consultants to assist the District in processing of Application for Appraised Value Limitation on Qualified Property

from Lily Solar, LLC.

7. Discussion/Approval for the expansion of Texas Leadership Charter Academy's geographic boundaries.
8. Information Items
 - A. Report of Student Activity Accounts
 - B. Comparison of Revenues/Expenditures
 - C. Cash Position
 - D. Check Payments
 - E. Utilities
 - F. Donations
9. Superintendent Information
 - A. Early Voting - April 22 thru April 30, 2019.
 - B. Reminder Election Day - May 4, 2019.
10. EXECUTIVE SESSION
 - Tex. Gov't Code 551.074**
Personnel
Administrators Contracts
Teacher Resignation
 - Tex. Gov't Code 551.087**
Discussion concerning possible economic development agreement with Lily Solar, LLC.
11. Reconvene from Closed Session for action, if any, from Closed Session.
12. Adjourn

This notice was posted in compliance with the Texas Open Meetings Act on **February 15, 2019**.

James Sanders, Superintendent

**NOTICE OF REGULAR MEETING
BOARD OF EDUCATION
SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT**

Notice is hereby given that a Regular Meeting of the Board of Education of the Scurry-Rosser Independent School District will be held on Monday, September 16, 2019 beginning at 7:00 PM in the Middle School Cafeteria, 10729 South Highway 34, Scurry, Texas.

If during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapter D and E. Before any closed meeting, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting.

- Items do not have to be taken in the same order as shown on the meeting notice.

The subjects to be discussed or considered or upon which any formal action may be taken are as follows:

1. Opening
 - A. Call to Order
 - B. Prayer - Scurry-Rosser Senior, Gunner Hill
 - C. Pledge - Scurry-Rosser 3rd Grade Student Ambassadors, Charlee Cruz, Caroline Lemons, Avery Shirey
 - D. Open Forum
 - E. Recognitions
2. Discussion/Approval of Consent Agenda Items.
 - A. Previous Minutes of August 19 public hearing and August 19, 2019 regular board meeting.
3. Discussion/Approval to set tax rate for 2019-2020 school year.
4. Discussion/Approval to adopt Update 113.
5. Discussion/Approval of waiver for maximum Class Size Exception from the Commissioner of Education.
6. Discussion/Approval of Resolution Creating Lily Scurry Reinvestment Zone.
7. Discussion and possible Board action to set Application Fee of \$1,000 for the Lily Solar Application.

8. Discussion and possible Board action to accept the Application of Lily Solar, LLC for an Appraised Value Limitation on Qualified Property; authorize the Superintendent to review the Application for completeness and submit to the Comptroller; and authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days subject to Board ratification.
9. Discussion and possible action to reassign consultants to assist the District in processing of Application for Appraised Value Limitation on Qualified Property from Lily Solar, LLC.
10. Discussion/Approval of 2019-2020 Textbook Committee.
11. Discussion and take action to approve Real Estate Sales Contract for property located at 9889 FM 148, Scurry, Texas.
12. Information Items
 - A. Report of Student Activity Accounts
 - B. Comparison of Revenues/Expenditures
 - C. Cash Position
 - D. Check Payments
 - E. Utilities
 - F. Donations
13. Superintendent Information
 - A. STAAR Scores
 - B. TELPAS Report
14. EXECUTIVE SESSION
 - Tex. Gov't Code 551.074**
 - Personnel
 - Tex.Gov't Code 411.1901**
 - Safety
15. Reconvene from Closed Session for action, if any, from Closed Session.
16. Discussion/Approval of Safety Committee Members.
17. Adjourn

This notice was posted in compliance with the Texas Open Meetings Act on **September 13, 2019 at 3:00 pm.**

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– Scurry-Rosser ISD – Lily Solar, LLC App. #1427

Comptroller Questions (via email on October 9, 2019):

1. *Please also list any other names by which this project may have been known in the past-- in media reports, investor presentations, or any listings with any federal or state agency.*
2. *Has this project applied to ERCOT at this time? If so, please provide the project's IGNR number.*

Applicant Response (via email on October 9, 2019):

1. *This project has not gone by any other names.*
2. *The project has applied to ERCOT and the GINR number is 19INR0044. The number was assigned 4/10/2017.*

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION
FINANCIAL IMPACT OF THE PROPOSED LILY SOLAR, LLC
PROJECT IN THE SCURRY-ROSSER INDEPENDENT
SCHOOL DISTRICT
(PROJECT # 1427)**

PREPARED BY



OCTOBER 18, 2019

Executive Summary

Lily Solar, LLC (Company) has requested that the Scurry-Rosser Independent School District (SRISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In a revised application submitted to SRISD on September 16, 2019, the Company plans to invest \$146.3 million in new taxable value to construct a renewable solar energy electric generation facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Lily Solar project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others, although few of these other types of projects have been the basis for Chapter 313 applications.

Under the provisions of Chapter 313, SRISD may offer a minimum value limitation of \$40 million. This value limitation, under the proposed application, will begin in the 2022-23 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

MCA's initial school finance analysis is detailed in this report. This analysis incorporates to the fullest extent possible the changes approved in House Bill 3 as approved in 2019, the most significant school finance revisions in more than 30 years. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment owed to SRISD	\$1.9 million
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$2.7 million

Application Process

After the school district has applied to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. The Completeness Letter for this project was issued on October 4, 2019.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of

the project and provide its certificate for a limitation on appraised value. After the certificate is received, the district has until the 150th day from the receipt of the Completeness Letter to adopt an agreement, although extensions may be requested by the Company and granted by the District.

After the Comptroller's certificate is received, O'Hanlon, Demerath & Castillo will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

Prior to final board meeting, O'Hanlon, Demerath & Castillo will provide the district with the necessary agenda language and any additional action items. The school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. In some instances, the school board may also be required to adopt a job waiver or create a reinvestment zone during this meeting.

How the 313 Agreement Interacts with Texas School Finance

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of two components: Tier I (based on ADA, special student populations and M&O taxes at the compressed tax rate) and Tier II (based on weighted ADA for each penny of tax effort above a specified level). Recapture costs are primarily a Tier I issue, although Tier II also can involve recapture costs for some school districts.

The basic allotment is now set at \$6,160 per weighted ADA (WADA) and is the basis for Tier I calculations. In the case of Tier II, the first eight cents of additional tax effort can be used to generate state aid of up to \$98.56 per WADA for what are known as "golden" pennies. Tax effort for golden pennies is not subject to recapture. Up to an additional nine cents may be levied to generate \$49.28 per WADA for what are known as "copper" pennies (generating half the revenue per WADA of the golden pennies).

Changes in the recapture calculation are an important part of HB 3, for those districts subject to recapture under the new law. Rather than being tied to property wealth exceeding an equalized wealth level per WADA, recapture is now defined as the amount of revenue collected in excess of a district's Tier I allotment, or for Tier II the amount of collections in excess of the entitlement provided for tax effort generating copper-penny level state aid. (Golden pennies are not subject to recapture.) The changes in the recapture methodology may affect the results of revenue protection payments relative to what was calculated when the equalized wealth level was used to determine the amount of recapture owed the state by school districts subject to recapture. It does not appear to be an issue for SRISD, based on the calculations shown below.

Another significant school funding change is establishing current-year property values to determine state funding and recapture under the Foundation School Program. The traditional

approach for the last 30 years has been to rely upon prior-year state property values as determined annually under the Comptroller's State Property Value Study (Section 403 of the Government Code). The change in House Bill 3 calls for using current-year property values as determined by the Comptroller's Property Value Study, without an explanation as to how the property value study is to be completed on a real-time basis.

While school district funding will now be determined based on current-year property values, House Bill 3 included language that addressed the property values to be used in determining calculating revenue protection payments under Chapter 313 agreements. This information is contained in Section 48.256(d), Education Code, as shown below:

- d) This subsection applies to a school district in which the board of trustees entered into a written agreement with a property owner under Section 313.027, Tax Code, for the implementation of a limitation on appraised value under Subchapter B or C, Chapter 313, Tax Code. For purposes of determining "DPV" under Subsection (a) for a school district to which this subsection applies, the commissioner shall exclude a portion of the market value of property not otherwise fully taxable by the district under Subchapter B or C, Chapter 313, Tax Code, before the expiration of the subchapter. The comptroller shall provide information to the agency necessary for this subsection. **A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year [emphasis added].**

Given the directive regarding the use of preceding-tax-year values to calculate revenue protection payments required under Chapter 313 agreements, the amounts collected are expected to be consistent with the patterns shown since these calculations were first calculated under the standard Chapter 313 agreement language, dating back to 2004. The most significant impact is typically in the first limitation year, although major value increases in project values in later limitation years may also trigger a revenue protection payment. The additional factor that may generate a variance with the traditional pattern of revenue protection amounts is the new methodology in the calculation of recapture, as noted previously.

The calculations shown below are based on the Section 48.256(d), Education Code directive to use preceding-tax-year property values to determine the revenue protection payment, if any, owed to the school district under the terms of the Chapter 313 Agreement between the Applicant and the School District. These calculations are to be made for each of the 10 limitation years under the terms of the Agreement. Chapter 313 will be subject to legislative renewal in 2021 and any changes made may impact these calculations moving forward.

(For more detailed information on the school finance funding system, please review the Texas Education Agency's (TEA) website. The current information is expected to be updated as the details of House Bill 3 implementation are determined by TEA.

The implementation of recent legislative action on school funding in House Bill 3 could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this report.

Underlying School District Data Assumptions

The agreement between the school district and the applicant calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. The Basic Allotment is now set to \$6,160, the Tier II golden penny yield is set to \$98.56 per WADA for up to eight cents, while the copper penny yield is \$49.28 per WADA for up to nine cents of local tax effort. These are maintained for future years at this time.

Static school district enrollment and property values are used to isolate the effects of the value limitation under the school finance system. Any previously-approved Chapter 313 projects are also factored into the M&O tax bases used.

ADA:	1,003
Local M&O Tax Base	\$201.0 million
2019-20 M&O Tax Rate:	\$1.0684 per \$100 of Taxable Value
2020-21 Projected M*O Tax Rate:	\$1.0548 per \$100 of Taxable Value
I&S Tax Rate:	\$0.1600 per \$100 of Taxable Value

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

Table 1 – Base District Information with Lily Solar Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	Sec. 48.256(d) District Revenue Protection District Property Value with Project	Sec. 48.256(d) District Revenue Protection District Property Value with Limitation	DPV Value with Project per WADA	DPV Value with Limitation per WADA
QTP1	2020-21	1,002.74	1,568.81	\$1.0548	\$0.1600	\$190,535,098	\$190,535,098	\$121,452	\$121,452
QTP2	2021-22	1,002.74	1,568.81	\$1.0548	\$0.1600	\$190,535,098	\$190,535,098	\$121,452	\$121,452
VL1	2022-23	1,002.74	1,568.81	\$1.0548	\$0.1600	\$190,535,098	\$190,535,098	\$121,452	\$121,452
VL2	2023-24	1,002.74	1,568.81	\$1.0548	\$0.1600	\$336,856,098	\$230,535,098	\$214,721	\$146,949
VL3	2024-25	1,002.74	1,568.81	\$1.0548	\$0.1600	\$322,263,998	\$230,535,098	\$205,420	\$146,949
VL4	2025-26	1,002.74	1,568.81	\$1.0548	\$0.1600	\$307,671,898	\$230,535,098	\$196,118	\$146,949
VL5	2026-27	1,002.74	1,568.81	\$1.0548	\$0.1600	\$293,079,798	\$230,535,098	\$186,817	\$146,949
VL6	2027-28	1,002.74	1,568.81	\$1.0548	\$0.1600	\$278,487,698	\$230,535,098	\$177,515	\$146,949
VL7	2028-29	1,002.74	1,568.81	\$1.0548	\$0.1600	\$263,895,598	\$230,535,098	\$168,214	\$146,949
VL8	2029-30	1,002.74	1,568.81	\$1.0548	\$0.1600	\$249,303,498	\$230,535,098	\$158,913	\$146,949
VL9	2030-31	1,002.74	1,568.81	\$1.0548	\$0.1600	\$234,711,398	\$230,535,098	\$149,611	\$146,949
VL10	2031-32	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,119,298	\$220,119,298	\$140,310	\$140,310
VP1	2032-33	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,109,298	\$220,109,298	\$140,303	\$140,303
VP2	2033-34	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,099,298	\$220,099,298	\$140,297	\$140,297
VP3	2034-35	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,099,298	\$220,099,298	\$140,297	\$140,297
VP4	2035-36	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,099,298	\$220,099,298	\$140,297	\$140,297
VP5	2036-37	1,002.74	1,568.81	\$1.0548	\$0.1600	\$220,099,298	\$220,099,298	\$140,297	\$140,297

***Basic Allotment: \$6,160; Golden Penny Yield: \$98.56; Copper Penny Yield: \$49.28**

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

M&O Impact of the Lily Solar Project on SRISD

A model is established to make a calculation of the “Baseline Revenue Model” (Table 2) by adding the total value of the project to the model, without assuming a value limitation is approved. A separate model is established to make a calculation of the “Value Limitation Revenue Model” (Table 3) by adding the project’s limited value of \$40 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$1,917,436 over the course of the Agreement, with nearly all the loss reflected in the first limitation year (2022-23).

Table 2- “Baseline Revenue Model” --Project Value Added to DPV with No Value Limitation

Year of Agreement	School Year	M&O Taxes @		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
		Compressed Rate	State Aid						
QTP1	2020-21	\$1,813,638	\$8,148,847	\$0	\$273,778	\$1,479,612	\$0	\$0	\$11,715,875
QTP2	2021-22	\$1,813,638	\$8,148,847	\$0	\$273,778	\$1,479,612	\$0	\$0	\$11,715,875
VL1	2022-23	\$3,147,336	\$8,148,847	\$0	\$475,107	\$2,567,763	\$0	\$0	\$14,339,053
VL2	2023-24	\$3,013,599	\$6,807,817	\$0	\$454,918	\$1,193,175	\$0	\$0	\$11,469,509
VL3	2024-25	\$2,879,863	\$6,941,554	\$0	\$434,731	\$1,211,215	\$0	\$0	\$11,467,363
VL4	2025-26	\$2,746,127	\$7,075,290	\$0	\$414,542	\$1,229,196	\$0	\$0	\$11,465,155
VL5	2026-27	\$2,612,390	\$7,209,026	\$0	\$394,354	\$1,247,119	\$0	\$0	\$11,462,889
VL6	2027-28	\$2,478,654	\$7,342,763	\$0	\$374,166	\$1,265,477	\$0	\$0	\$11,461,060
VL7	2028-29	\$2,344,918	\$7,476,499	\$0	\$353,978	\$1,283,297	\$0	\$0	\$11,458,692
VL8	2029-30	\$2,211,181	\$7,610,235	\$0	\$333,789	\$1,299,763	\$0	\$0	\$11,454,968
VL9	2030-31	\$2,079,354	\$7,743,972	\$0	\$313,889	\$1,317,452	\$0	\$0	\$11,454,667
VL10	2031-32	\$2,079,264	\$7,877,708	\$0	\$313,875	\$1,426,379	\$0	\$0	\$11,697,226
VP1	2032-33	\$2,079,174	\$7,877,800	\$0	\$313,863	\$1,426,393	\$0	\$0	\$11,697,230
VP2	2033-34	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP3	2034-35	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP4	2035-36	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP5	2036-37	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

M&O Impact on the Taxpayer

Under the assumptions used here, the potential tax savings from the value limitation total \$4.7 million over the life of the agreement. The SRISD revenue losses are expected to total approximately \$1.9 million. The total potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$2.7 million, prior to any negotiations with Lily Solar on supplemental payments. (See Table 5.)

It should be noted that a key element in the revenue-loss calculation appears to be linked to the retention of prior-year property values in the calculation of the revenue protection amount for the 2022-23 school year. Under the standard agreement, these calculations are based on whatever school finance and property tax laws are in effect each year. With a legislative session occurring in 2021, there could be changes made to current school finance law. While the District will still be protected against revenue losses, these calculations may be reduced below what we are projecting under what is now current law.

Table 3- "Value Limitation Revenue Model" --Project Value Added to DPV with Value Limitation in Effect

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
QTP1	2020-21	\$1,813,638	\$8,148,847	\$0	\$273,778	\$1,479,612	\$0	\$0	\$11,715,875
QTP2	2021-22	\$1,813,638	\$8,148,847	\$0	\$273,778	\$1,479,612	\$0	\$0	\$11,715,875
VL1	2022-23	\$2,172,905	\$8,148,847	\$0	\$328,011	\$1,771,854	\$0	\$0	\$12,421,617
VL2	2023-24	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL3	2024-25	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL4	2025-26	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL5	2026-27	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL6	2027-28	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL7	2028-29	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL8	2029-30	\$2,172,905	\$7,782,247	\$0	\$328,011	\$1,408,352	\$0	\$0	\$11,691,515
VL9	2030-31	\$2,079,354	\$7,782,247	\$0	\$313,889	\$1,346,881	\$0	\$0	\$11,522,371
VL10	2031-32	\$2,079,264	\$7,877,708	\$0	\$313,875	\$1,426,379	\$0	\$0	\$11,697,226
VP1	2032-33	\$2,079,174	\$7,877,800	\$0	\$313,863	\$1,426,393	\$0	\$0	\$11,697,230
VP2	2033-34	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP3	2034-35	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP4	2035-36	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335
VP5	2036-37	\$2,079,174	\$7,877,891	\$0	\$313,863	\$1,426,407	\$0	\$0	\$11,697,335

QTP= Qualifying Time Period
 VL= Value Limitation
 VP= Viable Presence

Table 4 - Value Limitation Revenue Model Less Baseline Revenue Model with No Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate		Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid (includes HH Funds)	Total General Fund
QTP1	2020-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP2	2021-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VL1	2022-23	-\$974,431	\$0	\$0	-\$147,096	-\$795,909	\$0	\$0	-\$1,917,436
VL2	2023-24	-\$840,694	\$974,430	\$0	-\$126,907	\$215,177	\$0	\$0	\$222,006
VL3	2024-25	-\$706,958	\$840,693	\$0	-\$106,720	\$197,137	\$0	\$0	\$224,152
VL4	2025-26	-\$573,222	\$706,957	\$0	-\$86,531	\$179,156	\$0	\$0	\$226,360
VL5	2026-27	-\$439,485	\$573,221	\$0	-\$66,343	\$161,233	\$0	\$0	\$228,626
VL6	2027-28	-\$305,749	\$439,484	\$0	-\$46,155	\$142,875	\$0	\$0	\$230,455
VL7	2028-29	-\$172,013	\$305,748	\$0	-\$25,967	\$125,055	\$0	\$0	\$232,823
VL8	2029-30	-\$38,276	\$172,012	\$0	-\$5,778	\$108,589	\$0	\$0	\$236,547
VL9	2030-31	\$0	\$38,275	\$0	\$0	\$29,429	\$0	\$0	\$67,704
VL10	2031-32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP1	2032-33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP2	2033-34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP3	2034-35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP4	2035-36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VP5	2036-37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

QTP= Qualifying Time Period
 VL= Value Limitation
 VP= Viable Presence

Table 5 - Estimated Financial Impact of the Lily Solar Project Property Value Limitation Request Submitted to SRISD at \$1.05485 M&O Tax Rate

Year of Agreement	School Year	Project Taxable Value for M&O If No Limitation	Project Taxable Value for M&O with Limitation	Assumed M&O Tax Rate	Tax Savings to Company	School District Revenue Protection	Estimated Net Tax Benefits
QTP1	2020-21	\$0	\$0	\$1.05485	\$0	\$0	\$0
QTP2	2021-22	\$0	\$0	\$1.05485	\$0	\$0	\$0
VL1	2022-23	\$146,321,000	\$40,000,000	\$1.05485	\$1,121,525	-\$1,917,436	-\$795,911
VL2	2023-24	\$131,728,900	\$40,000,000	\$1.05485	\$967,601	\$0	\$967,601
VL3	2024-25	\$117,136,800	\$40,000,000	\$1.05485	\$813,676	\$0	\$813,676
VL4	2025-26	\$102,544,700	\$40,000,000	\$1.05485	\$659,752	\$0	\$659,752
VL5	2026-27	\$87,952,600	\$40,000,000	\$1.05485	\$505,827	\$0	\$505,827
VL6	2027-28	\$73,360,500	\$40,000,000	\$1.05485	\$351,903	\$0	\$351,903
VL7	2028-29	\$58,768,400	\$40,000,000	\$1.05485	\$197,978	\$0	\$197,978
VL8	2029-30	\$44,176,300	\$40,000,000	\$1.05485	\$44,054	\$0	\$44,054
VL9	2030-31	\$29,584,200	\$29,584,200	\$1.05485	\$0	\$0	\$0
VL10	2031-32	\$29,574,200	\$29,574,200	\$1.05485	\$0	\$0	\$0
VP1	2032-33	\$29,564,200	\$29,564,200	\$1.05485	\$0	\$0	\$0
VP2	2033-34	\$29,564,200	\$29,564,200	\$1.05485	\$0	\$0	\$0
VP3	2034-35	\$29,564,200	\$29,564,200	\$1.05485	\$0	\$0	\$0
VP4	2035-36	\$29,564,200	\$29,564,200	\$1.05485	\$0	\$0	\$0
VP5	2036-37	\$29,564,200	\$29,564,200	\$1.05485	\$0	\$0	\$0
					\$4,662,316	-\$1,917,436	\$2,744,880

QTP=	Qualifying Time Period
VL=	Value Limitation
VP=	Viable Presence

Note: School district revenue-loss estimates are subject to change based on numerous factors, including:

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations, which could be significant under HB 3.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with SRISD currently levying a \$0.16 per \$100 I&S tax rate. As shown in the Table 6 below, local taxpayers could see a modest tax rate benefit from the addition of the Lily Solar project to the local I&S tax roll in the early years of the project. Given that SRISD is eligible for state facilities funding under the Instructional Facilities Allotment (IFA) and Existing Debt Allotment (EDA) program, however, it is likely that the additional local I&S taxes resulting from the project will offset state aid from these programs. The move to current-year values for state funding accelerates this trend and reduces the potential benefit for local taxpayers.

The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Table 6 - Estimated Impact of the Lily Solar Project Property Value Limitation Request on SRISD I&S Tax Rate

Year of Agreement	School Year	I&S Rate w/out Project	Local Value w/out Project	I&S Taxes w/out Project	Project Full Taxable Value	I&S Rate with Project Value	Change in I&S Rate
QTP1	2020-21	\$0.1600	\$201,033,970	\$321,654	\$0	\$0.160000	\$0.0000
QTP2	2021-22	\$0.1600	\$201,033,970	\$321,654	\$0	\$0.160000	\$0.0000
VL1	2022-23	\$0.1600	\$201,033,970	\$321,654	\$146,321,000	\$0.092601	-\$0.0674
VL2	2023-24	\$0.1600	\$201,033,970	\$321,654	\$131,728,900	\$0.096662	-\$0.0633
VL3	2024-25	\$0.1600	\$201,033,970	\$321,654	\$117,136,800	\$0.101095	-\$0.0589
VL4	2025-26	\$0.1600	\$201,033,970	\$321,654	\$102,544,700	\$0.105954	-\$0.0540
VL5	2026-27	\$0.1600	\$201,033,970	\$321,654	\$87,952,600	\$0.111304	-\$0.0487
VL6	2027-28	\$0.1600	\$201,033,970	\$321,654	\$73,360,500	\$0.117223	-\$0.0428
VL7	2028-29	\$0.1600	\$201,033,970	\$321,654	\$58,768,400	\$0.123807	-\$0.0362
VL8	2029-30	\$0.1600	\$201,033,970	\$321,654	\$44,176,300	\$0.131175	-\$0.0288
VL9	2030-31	\$0.1600	\$201,033,970	\$321,654	\$29,584,200	\$0.139475	-\$0.0205
VL10	2031-32	\$0.1600	\$201,033,970	\$321,654	\$29,574,200	\$0.139481	-\$0.0205
VP1	2032-33	\$0.1600	\$201,033,970	\$321,654	\$29,564,200	\$0.139487	-\$0.0205
VP2	2033-34	\$0.1600	\$201,033,970	\$321,654	\$29,564,200	\$0.139487	-\$0.0205
VP3	2034-35	\$0.1600	\$201,033,970	\$321,654	\$29,564,200	\$0.139487	-\$0.0205
VP4	2035-36	\$0.1600	\$201,033,970	\$321,654	\$29,564,200	\$0.139487	-\$0.0205
VP5	2036-37	\$0.1600	\$201,033,970	\$321,654	\$29,564,200	\$0.139487	-\$0.0205

IFA and EDA state aid are now based on current-year values, which could affect the tax rate needed for bond payments in districts eligible for these funds.

Attachment E

Taxable Value of Property

2018 Taxable Value Summary

129-910/Scurry-Rosser ISD

Category	Local Tax Roll Value	2018 WTD Mean Ratio	2018 PTAD Value Estimate	2018 Value Assigned
A. SINGLE-FAMILY RESIDENCES	134,697,351	0.8561	157,338,338	134,697,351
B. MULTIFAMILY RESIDENCES	541,180	N/A	541,180	541,180
C1. VACANT LOTS	3,279,540	N/A	3,279,540	3,279,540
C2. COLONIA LOTS	0	N/A	0	0
D1. QUALIFIED AG LAND	5,039,920	1.0845	4,647,399	5,039,920
D2. REAL PROP:FARM & RANCH	3,407,461	N/A	3,407,461	3,407,461
E. REAL PROP NONQUAL ACREAGE	54,897,009	0.7602	72,213,903	54,897,009
F1. COMMERCIAL REAL	7,495,480	N/A	7,495,480	7,495,480
F2. INDUSTRIAL REAL	0	N/A	0	0
G. OIL,GAS,MINERALS	0	N/A	0	0
J. UTILITIES	9,221,260	N/A	9,221,260	9,221,260
L1. COMMERCIAL PERSONAL	11,900,220	0.9880	12,044,757	11,900,220
L2. INDUSTRIAL PERSONAL	0	N/A	0	0
M. MOBILE HOMES	5,611,310	N/A	5,611,310	5,611,310
N. INTANGIBLE PERSONAL PROP	0	N/A	0	0
O. RESIDENTIAL INVENTORY	27,000	N/A	27,000	27,000
S. SPECIAL INVENTORY	0	N/A	0	0
Subtotal	236,117,731	0	275,827,628	236,117,731
Less Total Deductions	45,582,633	0	54,069,507	45,582,633
Total Taxable Value	190,535,098	0	221,758,121	190,535,098

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302(J) AND(K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation(M & O) tax purposes and for interest and sinking fund(I & S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T4 will be the same as T7 through T10.

Value Taxable For M & O Purposes

T1	T2	T3	T4
200,223,242	190,535,098	200,223,242	190,535,098

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
9,688,144	0

T1 = School district taxable value for M & O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M & O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

Attachment F

TEA's Facilities Value

Attachment G

Participation Agreement

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

by and between

SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

and

Lily Solar, LLC

(Texas Taxpayer ID # 32063679255)

Comptroller Application # 1427

Dated

November 18, 2019

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

STATE OF TEXAS §

COUNTY OF KAUFMAN §

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 **Scurry-Rosser 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 **Lily Solar, LLC**, Texas Taxpayer Identification Number 32063679255, 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 September 16, 2019, the Superintendent of Schools of the Scurry-Rosser 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 September 16, 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 October 4, 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 KAUFMAN Appraisal District established in KAUFMAN County, Texas (the "KAUFMAN 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 October 31, 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 November 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 November 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 November 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 313.021(3) of the TEXAS TAX CODE;

WHEREAS, on November 13, 2019, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on November 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; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“*Act*” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

“*Agreement*” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“*Applicant*” means Lily Solar, LLC, (Texas Taxpayer ID # 32063679255) the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“*Applicant’s Qualified Investment*” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“*Applicant’s Qualified Property*” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“*Application*” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on September 16, 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 KAUFMAN County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Scurry-Rosser Independent School District.

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

“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 KAUFMAN County, Texas.

“District” or “School District” means the Scurry-Rosser 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 B 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 313.027 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.

“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.

“Cumulative Unadjusted Tax Benefit” means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years during the term of this Agreement.

“Debt Service Tax” means ad valorem property taxes from the application of the District’s Interest and Sinking Fund tax rate, if any.

“M&O 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.

“Major Casualty Loss” means the destruction or loss of Qualified Property at the Applicant’s project due to an unexpected event that results in a reduction of more than five percent (5%) of the total electricity generating capacity of the project.

“*New M&O Revenue*” means the total State and local Maintenance and Operations Revenue that District would have actually received for such school year if calculated using prior year taxable values.

“*Original M&O Revenue*” means the total State and local Maintenance and Operations Revenue that District would have received for the Tax Year, under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property been subject to the ad valorem maintenance & operations tax at the rate applicable for such Tax Year. For purposes of this calculation, the Third Party will base its calculations upon actual local taxable values for the prior school year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property for the prior school year subject to this Agreement. In this calculation, the total appraised value of the Qualified Property subject to this Agreement will be used for the Qualified Property in lieu of the property’s M&O taxable value. (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.)

“*Unadjusted Tax Benefit*” means for each year of this Agreement the total of all gross tax savings calculated for each year of the Agreement by multiplying the Applicant’s taxable value for debt service taxes for each applicable Tax Year, minus the Tax Limitation Amount defined, multiplied by the District’s Maintenance & Operations tax rate for the applicable Tax Year.

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 October 4, 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 November 18, 2019.

C. The Qualifying Time Period for this Agreement:

- i. Starts on November 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, 2022, the first complete Tax Year that begins after the end of the Qualifying Time Period;
- ii. Ends on December 31, 2031.

E. The Final Termination Date for this Agreement is December 31, 2036.

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. Forty Million Dollars (\$40,000,000) based on Section 313.027 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 \$40,000,000 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 \$833 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 sole and direct producing cause. 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. Subject only to the provisions of Section 7.1 of this Agreement, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue solely and directly 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, the "M&O Amount" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

- A. Notwithstanding any other provision in this Agreement, the M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.
- B. In making the calculations required by this Section 4.2 of this Agreement:
 - i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.
 - ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
 - iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
 - iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year.
- C. Annual Limitation of Payments by Applicant

Notwithstanding anything contained in this Agreement to the contrary, for each Tax Year of the Tax Limitation Period (beginning with Tax Year 2022), amounts due to be paid by Applicant under this Article IV for any Tax Year during the Limitation Period shall not exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement. Beginning

with the first Tax Year of the Tax Limitation Period (Tax Year 2022) and for each subsequent year of this Agreement through the end of the Tax Limitation Period (2031), any amounts due and owing by Applicant to the District pursuant to Article IV of this Agreement which, by virtue of the payment limitation set forth in this Section 4.2.C, were not paid in prior years, shall be carried forward and added to the amounts due pursuant to Articles IV for each subsequent Tax Year until paid. In no event shall the amounts paid by the Applicant, calculated under Article IV for each Tax Year, including unpaid amounts carried forward from prior years, be in excess of (i) an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the first day of the Qualifying Time Period through the current Tax Year, less (ii) all amounts paid by Applicant for all previous Tax Years under Article IV of this Agreement. The amounts described in this Section 4.2.C shall be included in all calculations made pursuant to Section 4.3.

Section 4.3. SCHEDULE OF MINIMUM PROPERTY VALUES FOR DEBT TAX PURPOSES. Applicant agrees, for each of the years set forth below in this Section, that Applicant's Qualified Property shall have at least the taxable value for debt service taxation purposes as listed on the following chart. In the event of a Major Casualty Loss, the Guaranteed Minimum Taxable Value set forth in the table below for any Tax Year after the Major Casualty Loss shall be adjusted by reducing the Guaranteed Minimum Taxable Value by the same percentage that the project's overall electricity generating capacity was reduced as a result of the Major Casualty Loss. If, in the Applicant's sole discretion, the overall electricity generating capacity is restored after a Major Casualty Loss, then the percentage adjustment in the Guaranteed Minimum Taxable Value shall not be applied to the Tax Years following such restoration.

The following minimum property values, listed for each Tax Year, represent 70% of the values set forth by the Applicant in Schedule B of the Application.

Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Guaranteed Minimum Taxable Values
1	January 1, 2021	2021-22	2021	\$102,424,700
2	January 1, 2022	2022-23	2022	\$92,210,230
3	January 1, 2023	2023-24	2023	\$81,995,760
4	January 1, 2024	2024-25	2024	\$71,781,290

Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Guaranteed Minimum Taxable Values
5	January 1, 2025	2025-26	2025	\$61,566,820
6	January 1, 2026	2026-27	2026	\$51,352,350
7	January 1, 2027	2027-28	2027	\$41,137,880
8	January 1, 2028	2028-29	2028	\$30,923,410
9	January 1, 2029	2029-30	2029	\$20,708,940
10	January 1, 2030	2030-31	2030	\$20,701,940

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES CAUSED BY APPLICANT’S FAILURE TO MAINTAIN MINIMUM PROPERTY VALUES. In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, beginning with Tax Year 2021 and continuing thereafter through Tax Year 2030, shall also indemnify and reimburse the District for any loss of District Debt Service Tax revenues to its Interest and Sinking (I&S) Fund, arising from Applicant’s failure to maintain at least the taxable values set forth in Section 4.3 on the Qualified Property that is the subject of this Agreement for Debt Service Tax purposes.

In the event that Applicant fails to maintain the minimum annual taxable value for Debt Service Tax purposes as set forth in Section 4.3, above, Applicant shall reimburse the District for such revenue shortfall in accordance with the following formula:

Guaranteed Local Debt Service Tax Value (as listed in Section 4.3, and as adjusted for a Major Casualty Loss, if applicable) for the applicable Tax Year

Minus

Actual Taxable Value for Debt Service Tax purposes for the applicable year

Multiplied by

District’s adopted Debt Service Tax rate for the applicable year.

If, for any year of this Agreement, the calculation set forth in this Section results in a negative number, the negative number will be considered to be zero.

The District specifically agrees that all payments to the District made under this Subsection shall only be deposited into the District's Interest and Sinking Fund account and may be used for no other purpose.

Section 4.5. 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 4.6. 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 4.7. 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 Sections 4.2, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.7, 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 4.8. 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. 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 4.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party selected under Section 4.5 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 4.10. 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 directly 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 result of its participation in this Agreement. Such calculation shall take into account any adjustments to the

amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

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, V, and VI are subject to the limitations contained in Section 7.1, and that all payments under this Article VI 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.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District’s Average Daily Attendance for 2017-2018 of 980.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO ANNUAL PAYMENT LIMIT. The Parties agree that for each Tax Year during the term of this Agreement beginning with the Tax Year 2019, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i, the Applicant’s Supplemental Payments will annually be paid in the amounts and on the dates shown in the schedule below. Applicant’s obligation to pay Supplemental Payments is subject to the limitation in Section 7.1 of this Agreement.

TAX YEAR	PAYMENT DUE DATE	AMOUNT OF ANNUAL PAYMENT LIMIT
2020	January 31, 2023	\$98,000
2021	January 31, 2023	\$98,000
2022	January 31, 2023	\$98,000
2023	January 31, 2024	\$98,000
2024	January 31, 2025	\$98,000
2025	January 31, 2026	\$98,000
2026	January 31, 2027	\$98,000
2027	January 31, 2028	\$98,000
2028	January 31, 2029	\$98,000
2029	January 31, 2030	\$98,000
2030	January 31, 2031	\$98,000
2031	January 31, 2032	\$98,000

2032	January 31, 2033	\$98,000
2033	January 31, 2034	\$98,000
2034	January 31, 2035	\$98,000

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 the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. In the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW. The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as

if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without

which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;

- iii. the date such breach occurred, if any;
 - iv. whether or not any such breach has been cured; and
- C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:
- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
 - ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
 - iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.
- D. After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination") and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have not greater than thirty (30) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within thirty (30) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in KAUFMAN 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 KAUFMAN, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS

TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. Consequences of Early Termination or Other Breach by Applicant.

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

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

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

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

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

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

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$40,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

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

Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation

Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if

(i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

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

James Sanders
Superintendent
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry TX, 75158
Phone: (972) 4528823
Email: james.sanders@scurry-rosser.com

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

Heather Otten
Manager
SunChase Power, LLC
4300 Speedway #4617
Austin, TX 78765
Phone: (512) 963-6181
Email: heather@sunchasepower.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;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

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

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

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered a collateral 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 KAUFMAN 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:

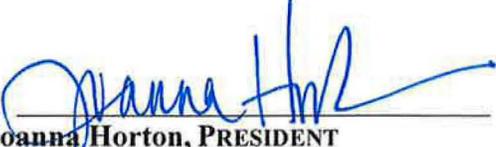
- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of 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 November, 2019.

Lily Solar, LLC

**SCURRY-ROSSER INDEPENDENT
SCHOOL DISTRICT**

By:  _____

By:  _____
Joanna Horton, PRESIDENT
BOARD OF TRUSTEES

ATTEST:

By:  _____
Nancy Duggan, SECRETARY
BOARD OF TRUSTEES

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

On September 16, 2019, a time prior to the Application Approval Date, pursuant to Chapter 312 of the Texas Tax Code, the Scurry-Rosser ISD adopted an Order creating *Lily Scurry Reinvestment Zone*. A legal description and a map of *Lily Scurry 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 *Lily Scurry Reinvestment Zone* and the Scurry-Rosser Independent School District.

SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

RESOLUTION CREATING LILY SCURRY REINVESTMENT ZONE

WHEREAS, Section 312.0025 of the Texas Tax Code permits a school district to designate a reinvestment zone if that designation is reasonably likely to contribute to the expansion of primary employment in the reinvestment zone, or attract major investment in the reinvestment zone that would be a benefit to property in the reinvestment zone and to the school district and contribute to the economic development of the region of this state in which the school district is located; and,

WHEREAS, the Scurry-Rosser Independent School District (the “District”) desires to encourage the development of primary employment and to attract major investment in the District and contribute to the economic development of the region in which the school district is located; and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and,

WHEREAS, the District published notice of a public hearing regarding the possible designation of the area described in the attached **Exhibit A** as a reinvestment zone for the purposes of Chapter 313 of the Texas Tax Code; and,

WHEREAS, the District wishes to create a reinvestment zone within the boundaries of the school district in Kaufman County, Texas as shown on the map attached as **Exhibit B**; and,

WHEREAS, the District has given written notice of the proposed action and the Public Hearing to all political subdivisions and taxing authorities having jurisdiction over the property proposed to be designated as the reinvestment zone, described in the attached **Exhibits A & B**; and,

WHEREAS, all interested members of the public were given an opportunity to make comments at the public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT:

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

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

- (a) That the public hearing on the adoption of *LILY SCURRY REINVESTMENT ZONE* has been called, held and conducted, and that notices of such hearing have been published and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and,
- (b) That the boundaries of *LILY SCURRY REINVESTMENT ZONE* be and, by the adoption of this Resolution, are declared and certified to be the area as described in the description attached hereto as “**Exhibit A**”; and,
- (c) That the map attached hereto as “**Exhibit B**” is declared to be and, by the adoption of this Resolution, is certified to accurately depict and show the boundaries of *LILY SCURRY REINVESTMENT ZONE* which is described in **Exhibit A**; and further certifies that the property described in **Exhibit A** is inside the boundaries shown on **Exhibit B**; and,
- (d) That creation of *LILY SCURRY REINVESTMENT ZONE* with boundaries as described in **Exhibit A** and **Exhibit B** will result in benefits to the Scurry-Rosser Independent School District and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (e) That the *LILY SCURRY REINVESTMENT ZONE* described in **Exhibit A** and **Exhibit B** meets the criteria set forth in Texas Tax Code §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract investment in the zone that will be a benefit to the property, and would contribute to economic development within the Scurry-Rosser Independent School District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the Scurry-Rosser Independent School District hereby creates a reinvestment zone under the provisions of Texas Tax Code §312.0025, encompassing the area described by the descriptions in **Exhibit A** and **Exhibit B**, and such reinvestment zone is hereby designated and shall hereafter be referred to as *LILY SCURRY REINVESTMENT ZONE*.

SECTION 4. That the existence of the *LILY SCURRY REINVESTMENT ZONE* shall first take effect upon, September 16th, 2019, the date of the adoption of this Resolution by the Board of Trustees and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of such adoption.

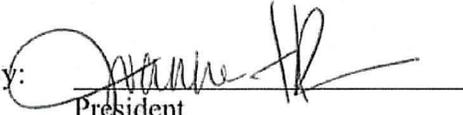
SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this

Resolution.

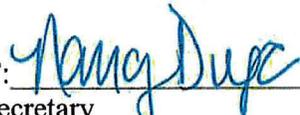
SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Scurry-Rosser Independent School District Board of Trustees, at which this Resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in newspapers of general circulation in Kaufman County of the State of Texas, and furthermore, such notice was, in fact, delivered to the presiding officer of any effected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 16 day of September 16, 2019.

**SCURRY-ROSSER INDEPENDENT SCHOOL
DISTRICT**

By: 

President
Board of Trustees

ATTEST: 

Secretary
Board of Trustees

EXHIBIT A

LEGAL DESCRIPTION OF LILY SCURRY REINVESTMENT ZONE

LILY SCURRY REINVESTMENT ZONE

See Attached

Parcel ID	Acreage	Within leased area	Within S-R ISD	Legal Description	
8930	398.38	Yes	Yes	Abstract 276 King & Nelson	
8938	130.27	Yes	Yes	Abstract 277 King & Nelson WP	
8940	0.21	Yes	Yes	Abstract 279 King & Nelson	
8941	500.83	Yes	Yes	Abstract 277 King , WP	
8943	19.8	Yes	Yes	Abstract 279 King & Nelson	
8944	1	Yes	Yes	Abstract 279 King & Nelson	
8945	69.5	Yes	Yes	Abstract 279 King & Nelson	
8946	0.5	Yes	Yes	Abstract 279 King & Nelson	
2450	229.17	No	Yes	W BOLES & W BOLES (A-28)	Only some of this parcel is within the RIZ map
8168	1	No	Yes	Abstract-219 C Howard	
8169	103.7	No	Yes	Abstract-219 C Howard	
8896	66.23	No	Yes	Abstract-270 J H KYSER	
8904	102.98	No	Yes	Abstract-270 J H KYSER	
8928	50.33	No	Yes	KING & NELSON REF# E000-00030-99 IS PART OF GOLF COURSE	
8931	81.34	No	Yes	KING & NELSON BLOCK 9A PT	
8932	83.82	No	Yes	Abstract-276 KING & NELSON BLOCK 9B	
8934	189.15	No	Yes	Abstract-278 WM P King	
8936	45.3	No	Yes	Abstract- 278 WM P KING IS PART OF GOLF COURSE	
8937	1	No	Yes	Abstract- 278 WM P KING	
8939	2.52	No	Yes	Abstract-279 WM P KING IS PART OF GOLF COURSE	
8950	33.8	No	Yes	Abstract-279 King & Nelson	
8951	16.32	No	Yes	Abstract-279 King & Nelson is part of golf course	
11321	21	No	Yes	Abstract-393 D H Parsons	
16950	50.87	No	Yes	Abstract-636 WP Richardson	
73981	27.51	No	Yes	Abstract-279 WM P KING	
73980	18.96	No	Yes	Abstract-278 King & Nelson	

EXHIBIT B

SURVEY MAPS OF LILY SCURRY REINVESTMENT ZONE

SEE ATTACHED

Proposed Reinvestment Zone

within Scurry-Rosser ISD

Legend

-  Proposed Reinvestment Zone
-  Scurry-Rosser ISD

Proposed Reinvestment Zone
(red outline)

Scurry-Rosser ISD
(purple outline)

Google Earth

© 2018 Google

7 mi

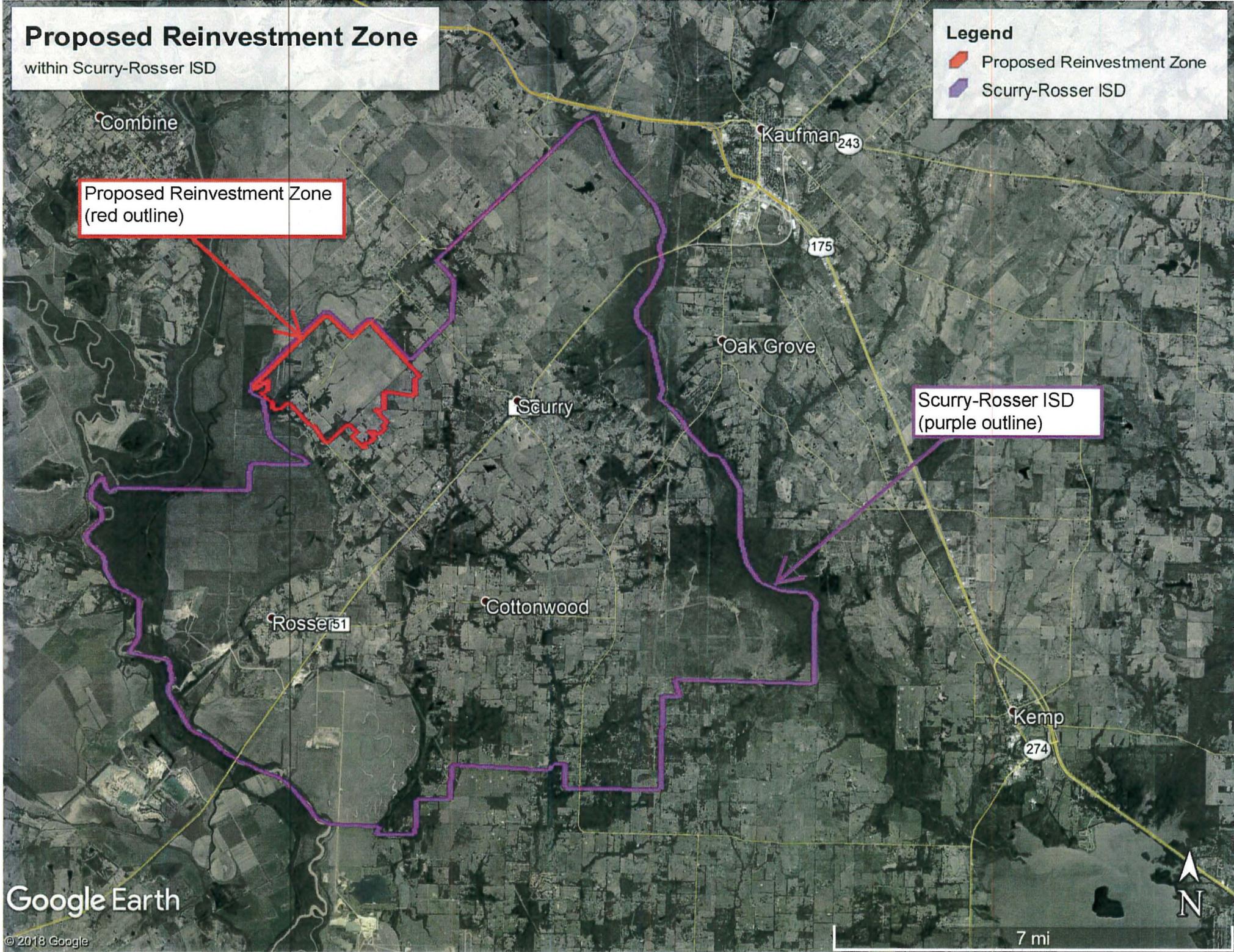


EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

All of the Applicant's Qualified Property and Applicant's Qualified Investment will be located within the boundaries of *Lily Scurry Reinvestment Zone* and the Scurry-Rosser Independent School District. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described by the legal description and maps attached to **EXHIBIT 1**.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment shall be all tangible personal property first placed in service after November 18, 2019, that is owned by the Applicant, as more fully described in Tab #7 of the Application and located within the boundaries of the Scurry-Rosser Independent School District and within the *Lily Scurry Reinvestment Zone* depicted by the map attached to this **EXHIBIT 4**.

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

The facility itself is expected to have a total capacity of 146 MW/AC and 50 MW of battery storage. It will feature 535,855 photovoltaic panels and 50 central inverters. The portion of the project located in Scurry-Rosser ISD will have a capacity of approximately 117 MW/AC, with 40 central inverters, 430,827 photovoltaic panels, and the entirety of the 50 MW/AC battery storage system. The battery energy storage system will consist of battery enclosures (which contain racks of lithium-ion batteries), transformers (which "step up" and "step down" the system voltage); cooling systems similar to packaged HVAC units used on commercial building and apartment complexes; and system control instrumentation. The battery system will be located entirely within Scurry-Rosser ISD and the batteries will be storing energy generated from the Lily Solar facility.

Lily Solar, LLC requests that this application includes all eligible ancillary and necessary equipment, including the following:

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

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within Scurry-Rosser ISD necessary for the commercial operations of the Solar Plant described in Tab #8 to the Application. All the Qualified property for this project will be located within the *Lily Scurry Reinvestment Zone* and project boundary within Scurry-Rosser ISD and depicted on the map attached to **Exhibit 4**.

SunChase Power, LLC is proposing to construct a solar electric generating facility in Kaufman County, Texas. The facility, which will encompass 1,438 acres across 9 parcels of land, will be located in the southeastern portion of the county. Please find attached in Tab 11 maps that further define the location of the facility.

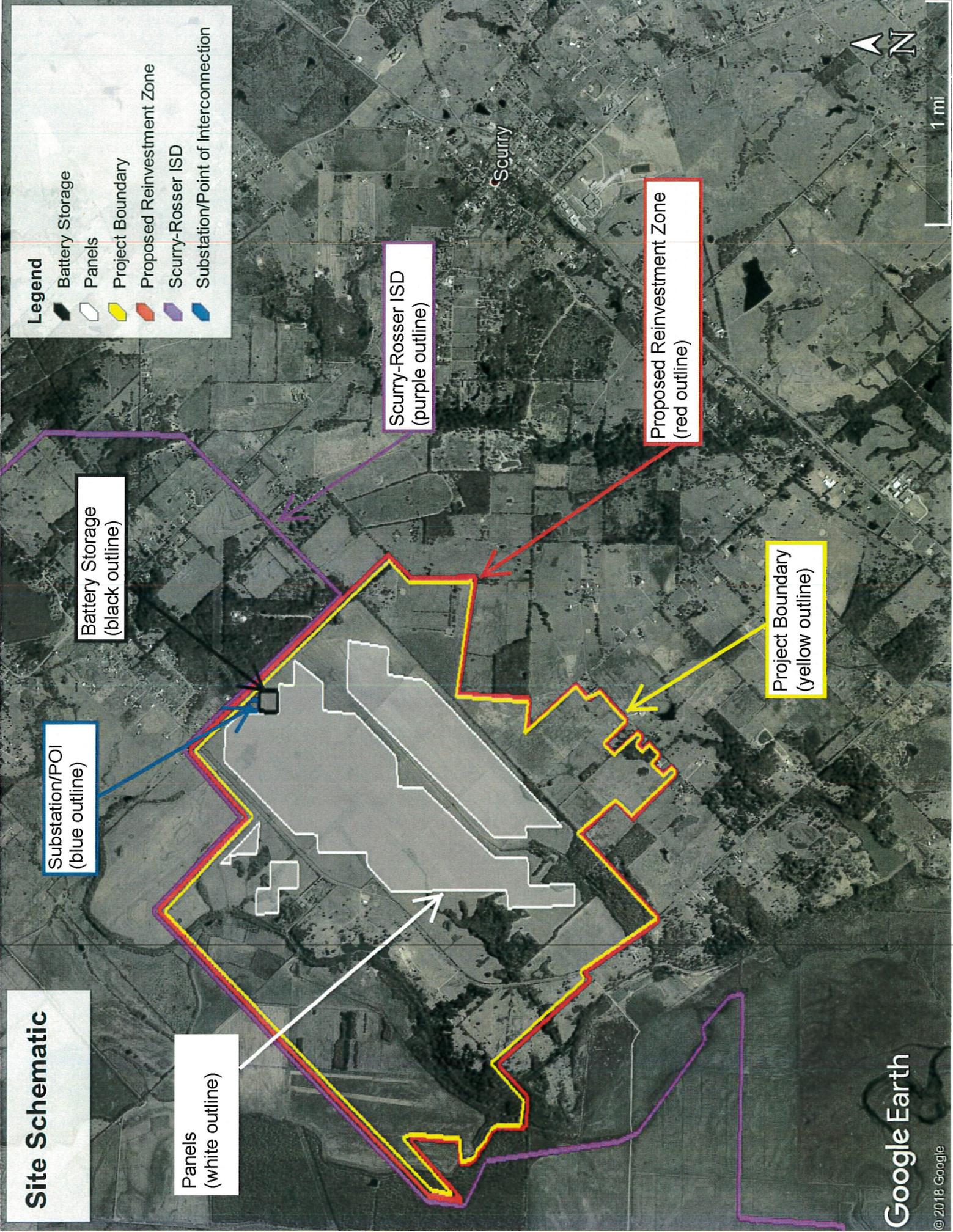
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- Associated Towers
- Battery Storage System
- Racking & Mounting Structures
- Combiner Boxes
- Foundations
- Roadways, Paving, & Fencing
- Generation Transmission Tie Line
- Interconnection Facilities

Site Schematic



Legend

- Battery Storage
- Panels
- Project Boundary
- Proposed Reinvestment Zone
- Scurry-Rosser ISD
- Substation/Point of Interconnection

Battery Storage
(black outline)

Substation/POI
(blue outline)

Panels
(white outline)

Scurry-Rosser ISD
(purple outline)

Proposed Reinvestment Zone
(red outline)

Project Boundary
(yellow outline)

Attachment H

Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

November 18, 2019

President and Members
Board of Trustees
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry, Texas 75158

Re: Recommendations and Findings of the Firm Concerning the Application of Lily Solar, LLC (#1427) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Scurry-Rosser Independent School District, with respect to the pending Application of Lily Solar, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review, we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District over the course of the Agreement.

Because of the foregoing, it is our recommendation that the Board of Trustees approve the Application of Lily Solar, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey
Partner

www.moakcasey.com

Phone 512-485-7878

901 S. Mopac Expressway ★ Bldg. III ★ Suite 310 ★ Austin, TX 78746

Fax 512-485-7888

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON
CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

JUSTIN DEMERATH

BENJAMIN CASTILLO

November 18, 2019

President and Members
Board of Trustees
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry, Texas 75158

Re: Recommendations and Findings of the Firm Concerning Application of Lily Solar, LLC (#1427) for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Scurry-Rosser Independent School District, with respect to the pending Application of Lily Solar, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Lily Solar, LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.

5. The proposed Agreement contains adequate legal provisions to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Lily Solar, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon
For the Firm

Attachment I

Agreement Review Letter



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

November 13, 2019

James Sanders
Superintendent
Scurry-Rosser Independent School District
10705 South State Highway 34
Scurry, Texas 75158

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Scurry-Rosser Independent School District and Lily Solar, LLC, Application 1427

Dear Superintendent Sanders:

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

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

Should you have any questions, please contact Deisy Perez with our office. She can be reached by email at deisy.perez@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-2410, or at 512-475-2410.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Dan Casey, Moak, Casey & Associates LLP
Heather Otten, SunChase Power, LLC
Will Furgeson, SunChase Power, LLC
Mike Fry, KE Andrews

Attachment J

Conflict Of Interest Disclosure

Conflicts of Interest Disclosure Procedure

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctions in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:
The person owns at least:
 - a. Ten percent of the voting stock or shares of the business entity, or
 - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
 - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.