FINDINGS
OF THE

THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY

AZURE SKY WIND PROJECT, LLC
TEXAS TAXPAYER ID #32067155575
APPLICATION #1487

August 26, 2020

FINDINGS OF THE THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT ON THE APPLICATION SUBMITTED BY AZURE SKY WIND PROJECT, LLC

STATE OF TEXAS §
§
COUNTY OF THROCKMORTON §

On the 26th day of August, 2020, a public meeting of the Board of Trustees of the Throckmorton Collegiate Independent School District was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the Application of Azure Sky Wind Project, LLC (Application #1487) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from attorneys and consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Throckmorton Collegiate Independent School District makes the following findings with respect to the Application of Azure Sky Wind Project, LLC #1487, and the economic impact of that Application:

On March 30, the Superintendent of Schools of the Throckmorton Collegiate Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from Azure Sky Wind Project, LLC #1487 for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is posted on the Texas Comptroller's website at:

https://comptroller.texas.gov/economy/local/ch313/agreement-docs-details.php?id=1487.

The Applicant, Azure Sky Wind Project, LLC (Taxpayer ID #32067155575) ("Applicant"), consists of entities subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. The Board of Trustees acknowledges receipt of the Application, along with the required Application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Throckmorton County Appraisal District for review pursuant to 34 Texas Administrative Code § 9.1054. The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a determination that the Application was complete was issued on May 22, 2020.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation on June 17, 2020 pursuant to Texas Tax Code § 313.026, and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Exhibit A**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the Throckmorton Collegiate Independent School District. A copy of a report prepared by Education Service Center, Region 12 is attached to these findings as **Exhibit B**. The Texas Commissioner of Education has determined that the project will not impact school enrollment.

The Board of Trustees has confirmed that the taxable value of property in the Throckmorton Collegiate Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2019 ISD Summary Worksheet posted on the Texas Comptroller's website at:

https://comptroller.texas.gov/auto-data/PT2/PVS/2019P/2242249011D.php.

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

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

Board Finding Number 1. The Applicant qualifies for a limitation on appraised value of Qualified Property under Texas Tax Code § 313.024 in the eligibility category of Wind Renewable Energy Electric Generation.

Board Finding Number 2. The Applicant's entire proposed investment in the Throckmorton Collegiate Independent School District is $313,200,000—all of which is proposed to be Qualified Investment under Texas Tax Code § 313.021.

Board Finding Number 3. The average salary level of qualifying jobs is expected to be at least $49,974.10 per year. The review of the Application by the State Comptroller's Office indicates that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs pay more than the minimum weekly wage required for Qualified Jobs under Texas Tax Code § 313.021.

Board Finding Number 4. The level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be $313.2 Million based on the 6 new qualifying positions committed to by the Applicant for this project. The project's total investment is $313.2 Million, resulting in a relative level of investment per qualifying job of $52.2 Million.

Board Finding Number 5. The Applicant has requested a waiver of the job creation requirement under Texas Tax Code § 313.025(f-1), and the Board finds such waiver request should be granted. The Board notes that the number of jobs proposed for this project (6 jobs) is consistent with industry standards in the wind renewable energy industry.

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

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

Table 2—Estimated Statewide Economic Impact of Azure Sky Wind Project, LLC (modeled)

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	300	1,554	1,854	$ 15,750,000	$ 109,250,000	$ 125,000,000
2022	6	66	72	$ 299,844	$ 14,592,734	$ 14,892,578
2023	6	15	21	$ 299,844	$ 8,977,500	$ 9,277,344
2024	6	(18)	-12	$ 299,844	$ 4,582,969	$ 4,882,813
2025	6	(31)	-25	$ 299,844	$ 1,775,351	$ 2,075,195
2026	6	(41)	-35	$ 299,844	-$ 177,774	$ 122,070
2027	6	(35)	-29	$ 299,844	-$ 788,125	-$ 488,281
2028	6	(37)	-31	$ 299,844	-$ 1,276,407	-$ 976,563
2029	6	(35)	-29	$ 299,844	-$ 1,520,547	-$ 1,220,703
2030	6	(27)	-21	$ 299,844	-$ 2,252,969	-$ 1,953,125
2031	6	(26)	-20	$ 299,844	-$ 1,764,688	-$ 1,464,844
2032	6	(18)	-12	$ 299,844	-$ 2,008,828	-$ 1,708,984
2033	6	(18)	-12	$ 299,844	-$ 1,520,547	-$ 1,220,703
2034	6	(18)	-12	$ 299,844	-$ 1,276,407	-$ 976,563
2035	6	(14)	-8	$ 299,844	-$ 1,520,547	-$ 1,220,703
2036	6	(14)	-8	$ 299,844	-$ 1,276,407	-$ 976,563

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

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	TCISD I&S Tax Levy	TCISD M&O Tax Levy	TCISD M&O and I&S Tax Levies	Throckmorton County Tax Levy	Estimated Total Property Taxes
		Tax Rate[1]	0.00000	1.06835		1.03258	
2022	$ 300,682,000	$ 300,682,000	$ 0	$ 3,212,336	$ 3,212,336	$ 3,104,776	$ 6,317,112
2023	$ 276,654,390	$ 276,654,390	$ 0	$ 2,955,637	$ 2,955,637	$ 2,856,672	$ 5,812,310
2024	$ 254,548,319	$ 254,548,319	$ 0	$ 2,719,467	$ 2,719,467	$ 2,628,410	$ 5,347,877
2025	$ 234,210,068	$ 234,210,068	$ 0	$ 2,502,183	$ 2,502,183	$ 2,418,402	$ 4,920,585
2026	$ 215,498,245	$ 215,498,245	$ 0	$ 2,302,276	$ 2,302,276	$ 2,225,187	$ 4,527,463
2027	$ 198,282,740	$ 198,282,740	$ 0	$ 2,118,354	$ 2,118,354	$ 2,047,424	$ 4,165,778
2028	$ 182,443,870	$ 182,443,870	$ 0	$ 1,949,139	$ 1,949,139	$ 1,883,875	$ 3,833,014
2029	$ 167,871,516	$ 167,871,516	$ 0	$ 1,793,455	$ 1,793,455	$ 1,733,404	$ 3,526,860
2030	$ 154,464,369	$ 154,464,369	$ 0	$ 1,650,220	$ 1,650,220	$ 1,594,965	$ 3,245,185
2031	$ 142,129,233	$ 142,129,233	$ 0	$ 1,518,438	$ 1,518,438	$ 1,467,595	$ 2,986,033
2032	$ 130,780,358	$ 130,780,358	$ 0	$ 1,397,192	$ 1,397,192	$ 1,350,409	$ 2,747,601
2033	$ 120,338,853	$ 120,338,853	$ 0	$ 1,285,640	$ 1,285,640	$ 1,242,593	$ 2,528,233
2034	$ 110,732,148	$ 110,732,148	$ 0	$ 1,183,007	$ 1,183,007	$ 1,143,396	$ 2,326,403
2035	$ 101,893,467	$ 101,893,467	$ 0	$ 1,088,579	$ 1,088,579	$ 1,052,130	$ 2,140,708
2036	$ 93,761,388	$ 93,761,388	$ 0	$ 1,001,700	$ 1,001,700	$ 968,159	$ 1,969,859
		Total	$ 0	$ 28,677,623	$ 28,677,623	$ 27,717,398	$ 56,395,020

[1]Tax Rate per $100 Valuation

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

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		TCISD I&S Tax Levy	TCISD M&O Tax Levy	TCISD M&O and I&S Tax Levies	Throckmorton County Tax Levy	Estimated Total Property Taxes
			Tax Rate[1]	**0.00000**	**1.06835**		**1.03258**	
2022	$ 300,682,000	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2023	$ 276,654,390	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2024	$ 254,548,319	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2025	$ 234,210,068	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2026	$ 215,498,245	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2027	$ 198,282,740	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2028	$ 182,443,870	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2029	$ 167,871,516	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2030	$ 154,464,369	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2031	$ 142,129,233	$ 20,000,000		$ 0	$ 213,670	$ 213,670	$ 0	$ 213,670
2032	$ 130,780,358	$ 130,780,358		$ 0	$ 1,397,192	$ 1,397,192	$ 1,350,409	$ 2,747,601
2033	$ 120,338,853	$ 120,338,853		$ 0	$ 1,285,640	$ 1,285,640	$ 1,242,593	$ 2,528,233
2034	$ 110,732,148	$ 110,732,148		$ 0	$ 1,183,007	$ 1,183,007	$ 1,143,396	$ 2,326,403
2035	$ 101,893,467	$ 101,893,467		$ 0	$ 1,088,579	$ 1,088,579	$ 1,052,130	$ 2,140,708
2036	$ 93,761,388	$ 93,761,388		$ 0	$ 1,001,700	$ 1,001,700	$ 968,159	$ 1,969,859
			Total	**$ 0**	**$ 8,092,818**	**$ 8,092,818**	**$ 5,756,687**	**$ 13,849,504**
			Diff	**$ 0**	**$ 20,584,805**	**$ 20,584,805**	**$ 21,960,711**	**$ 42,545,516**

[1]Tax Rate per $100 Valuation

Board Finding Number 7. The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues available to support school district debt.

Board Finding Number 8. The effect of the Applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggesting little underlying enrollment growth based on the impact of the project.

Board Finding Number 9. The Applicant's project is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the Agreement. Attachment B of the economic impact study contains a year-by-year analysis as depicted in the following table:

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2021	$ 0	$ 0	$ 0	$ 0
	2022	$ 0	$ 0	$ 0	$ 0
	2023	$ 0	$ 0	$ 0	$ 0
Limitation Period (10 Years)	2024	$ 213,670	$ 213,670	$ 2,998,666	$ 2,998,666
	2025	$ 213,670	$ 427,340	$ 2,741,967	$ 5,740,633
	2026	$ 213,670	$ 641,010	$ 2,505,797	$ 8,246,430
	2027	$ 213,670	$ 854,680	$ 2,288 ,513	$ 10,534,944
	2028	$ 213,670	$ 1,068,350	$ 2,088,606	$ 12,623,549
	2029	$ 213,670	$ 1,282,020	$ 1,904,684	$ 14,528,233
	2030	$ 213 ,670	$ 1,495,690	$ 1,735,469	$ 16,263,702
	2031	$ 213,670	$ 1,709,360	$ 1,579,785	$ 17,843,487
	2032	$ 213,670	$ 1,923,030	$ 1,436,550	$ 19,280,037
	2033	$ 213,670	$ 2,136,700	$ 1,304,768	$ 20,584,805
Maintain Viable Presence (5 Years)	2034	$ 1,397,192	$ 3,533,892	$ 0	$ 20,584,805
	2035	$ 1,285,640	$ 4,819,532	$ 0	$ 20,584,805
	2036	$ 1,183,007	$ 6,002,539	$ 0	$ 20,584,805
	2037	$ 1,088,579	$ 7,091,118	$ 0	$ 20,584,805
	2038	$ 1,001,700	$ 8,092,818	$ 0	$ 20,584,805
Additional Years as Required by § 313.026(c)(1) (10 Years)	2039	$ 921,766	$ 9,014,584	$ 0	$ 20,584,805
	2040	$ 848,222	$ 9,862,805	$ 0	$ 20,584,805
	2041	$ 780,556	$ 10,643,361	$ 0	$ 20,584,805
	2042	$ 718,299	$ 11,361,660	$ 0	$ 20,584,805
	2043	$ 661,017	$ 12,022,677	$ 0	$ 20,584,805
	2044	$ 608,314	$ 12,630,991	$ 0	$ 20,584,805
	2045	$ 559,822	$ 13,190,813	$ 0	$ 20,584,805
	2046	$ 515,206	$ 13,706,019	$ 0	$ 20,584,805
	2047	$ 474,154	$ 14,180,173	$ 0	$ 20,584,805
	2048	$ 436,383	$ 14,616,556	$ 0	$ 20,584,805

$ 14,616,556	is less than	$ 20,584,805

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

	Employment			Personal Income			Revenue & Expenditure		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax
2021	300	1,554	1,854	$ 15,750,000	$ 109,250,000	$ 125,000,000	13023376.5	-3448486.3	$16,471,863
2022	6	66	72	$ 299,844	$ 14,592,734	$ 14,892,578	625610.4	1281738.3	-$ 656,128
2023	6	15	21	$ 299,844	$ 8,977,500	$ 9,277,344	473022.5	1274108.9	-$ 801,086
2024	6	(18)	-12	$ 299,844	$ 4,582,969	$ 4,882,813	389099.1	1228332.5	-$ 839,233
2025	6	(31)	-25	$ 299,844	$ 1,775,351	$ 2,075,195	259399.4	1159668.0	-$ 900,269
2026	6	(41)	-35	$ 299,844	-$ 177,774	$ 122,070	228881.8	1068115.2	-$ 839,233
2027	6	(35)	-29	$ 299,844	-$ 788,125	-$ 488,281	183105.5	946044.9	-$ 762,939
2028	6	(37)	-31	$ 299,844	-$ 1,276,407	-$ 976,563	122070.3	846862.8	-$ 724,793
2029	6	(35)	-29	$ 299,844	-$ 1,520,547	-$ 1,220,703	106811.5	762939.5	-$ 656,128
2030	6	(27)	-21	$ 299,844	-$ 2,252,969	-$ 1,953, 125	76293.9	663757.3	-$ 587,463
2031	6	(26)	-20	$ 299,844	-$ 1,764,688	-$ 1,464,844	45776.4	556945.8	-$ 511,169
2032	6	(18)	-12	$ 299,844	-$ 2,008,828	-$ 1,708,984	15258.8	511169.4	-$ 495,911
2033	6	(18)	-12	$ 299,844	-$ 1,520,547	-$ 1,220,703	0.0	396728.5	-$ 396,729
2034	6	(18)	-12	$ 299,844	-$ 1,276,407	-$ 976,563	-53405.8	320434.6	-$ 373,840
2035	6	(14)	-8	$ 299,844	-$ 1,520,547	-$ 1,220,703	-83923.3	267028.8	-$ 350,952
2036	6	(14)	-8	$ 299,844	-$ 1,276,407	-$ 976,563	-99182.1	167846.7	-$ 267,029
2037	6	(10)	-4	$ 299,844	-$ 1,276,407	-$ 976,563	-106811.5	99182.1	-$ 205,994
2038	6	(16)	-10	$ 299,844	-$ 1,764,688	-$ 1,464,844	-167846.7	61035.2	-$ 228,882
2039	6	(8)	-2	$ 299,844	-$ 1,032,266	-$ 732,422	-183105.5	-15258.8	-$ 167,847
2040	6	(18)	-12	$ 299,844	-$ 2,252,969	-$ 1,953, 125	-228881.8	-68664.6	-$ 160,217
2041	6	(16)	-IO	$ 299,844	-$ 1,520,547	-$ 1,220,703	-228881.8	-106811.5	-$ 122,070
2042	6	(18)	-12	$ 299,844	-$ 1,764,688	-$ 1,464,844	-259399.4	-144958.5	-$ 114,441
2043	6	(20)	-14	$ 299,844	-$ 1,764,688	-$ 1,464,844	-198364.3	-167846.7	-$ 30,518
2044	6	(20)	-14	$ 299,844	-$ 1,764,688	-$ 1,464,844	-259399.4	-190734.9	-$ 68,665
2045	6	(18)	-12	$ 299,844	-$ 2,252,969	-$ 1,953,125	-244140.6	-274658.2	$ 30,518
2046	6	(16)	-10	$ 299,844	-$ 1,276,407	-$ 976,563	-152587.9	-259399.4	$ 106,812
2047	6	(12)	-6	$ 299,844	-$ 299,844	$ 0	-76293.9	-274658.2	$ 198,364
2048	6	(12)	-6	$ 299,844	$ 188,437	$ 488,281	-91552.7	-289917.0	$ 198,364
						Total	$13,114,929	$ 6,370,544	$ 6,744,385
							$21,360,941	is greater than	$ 20,584,805
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?									**Yes**

Board Finding Number 10. The limitation on appraised value requested by the Applicant is a determining factor in the Applicant's decision to invest capital and construct the project in this state.

Board Finding Number 11. The ability of the Applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.

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

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the Project in this State. This is based on information available, including information provided by the Applicant. Specifically, the Comptroller notes the following:

1. Per Azure Sky Wind Project, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
    a. "EGP [Enel Green Power] is currently evaluating a large project pipeline of opportunities in Colorado, Illinois, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, Texas, Utah, Wyoming, as well as locations in Argentina, Brazil, Canada, Chile, France, Germany, Italy, Peru, Russia and Spain. With both domestic U.S and international opportunities, the company has the ability to locate projects of this type

in any of these states and countries where favorable wind and solar conditions exist. Azure Sky Wind Project, LLC is in direct competition with these other locations."

b. "The Applicant is actively assessing the financial viability and potential development of this project against other projects in the development pipeline that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a wind project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates."

c. "The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at todays contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher."

2. Per Tab 5 of the Application, "Enel North America Inc. is the parent company of Enel Green Power North America, Inc., who is the parent company of Enel Kansas LLC, who is the parent company of Tradewind Energy Inc., who is the parent company of Azure Sky Solar, LLC."
3. According to the Enel Green Power news release dated March 27, 2019, "Enel Green Power has closed an agreement today to purchase Kansas-based renewable developer Tradewind Energy, Inc. Under the agreement, EGP purchased all of Tradewind's development platform comprising of 13 GW of wind, solar and storage projects located throughout the US....This strategic acquisition will enable EGP to manage all aspects of the renewable value chain in North America, from greenfield development through operations. Following the transaction, EGP will integrate Tradewind's development expertise across key areas of renewable growth for the company including wind, solar and storage."
4. In the Enel Group's interim *Half-Year Financial Report at June 30, 2019*, the company reports a list of subsidiaries, associates and other significant equity investments of Enel SpA as of June 30, 2019, including Azure Sky Wind Project, LLC held by Tradewind Energy, Inc.
5. According to the March 30, 2020 Throckmorton Collegiate ISD Board of Trustees Meeting Minutes, reflects on that day the Board accepted the project.
   a. "Motion to approve Application for Appraised Value Limitation on Qualified Property from Azure Sky Wind Project, LLC, pursuant to Texas Tax Code§ 313; authorize the Superintendent of Schools to review the Application for completeness and submit the Application to the Texas Comptroller of Public Accounts; and authorize the Superintendent of Schools to approve any request for extension of the deadline for Board action beyond the 150-day Board review period, as may be required."
6. A June 10, 2019 *Energy Acuity* article highlights ten wind projects to watch in 2019 and 2020 including the Applicant:
   a. Azure Sky Wind 1–350 MW (Capacity); Pre-Construction (Status); Docket#: ERCOT 20INR0119
   b. Azure Sky Wind 2–350 MW (Capacity); Pre-Construction (Status); Docket#: ERCOT 20INR0120
7. In a March 2019 *Monthly Generator Interconnection Status Report* released on April 1, 2019 by ERCOT, there are two references of Azure Sky Wind. When asked about Azure Sky Wind 1 and Azure Sky Wind 2, the Tradewind Energy Inc. representative stated, "20INR0120 was previously known as Azure Sky Wind 2. Since ERCOT used to allow primary and secondary POI options for one filing, both were filed with options for both POIs. 20INR0119 was withdrawn for the Clear Crossing POI, so now we just have Vortex on the Oncor t-line from Clear Crossing to Willow Creek."

8. Supplemental Information provided by the Applicant and per Tab 5 of the application indicated the following:
    a. Is this project known by any specific names not otherwise mentioned in this Application? *The only other name would be the name ERCOT assigns generating projects. Vortex Wind – 20INR0120.*
    b. 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. *Same. Vortex Wind – 20INR0120.*
    c. Has this project applied to ERCOT at this time? If so, please provide the project's INR number and when was it assigned. *Vortex Wind – 20INR0120 02/28/2019*

Board Finding Number 12. The Board of Trustees of the Throckmorton Collegiate Independent School District hired consultants to review and verify the information in Application #1487. Based upon the consultants' review, the Board has determined that the information provided by the Applicant appears to be true and correct.

Board Finding Number 13. The Board of Trustees has determined that the Tax Limitation Amount requested by the Applicant is currently Twenty Million Dollars ($20,000,000), which is consistent with the minimum values currently set out by Texas Tax Code § 313.054(a).

Board Finding Number 14. The Applicant (Taxpayer ID #32067155575) is eligible for the limitation on appraised value of Qualified Property as specified in the Agreement based on its "good standing" certification as a franchise-tax paying entity.

Board Finding Number 15. The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as **Exhibit C**, includes adequate and appropriate revenue protection provisions for the District.

Board Finding Number 16. Considering the purpose and effect of the law and the terms of the Agreement, it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

[*Signature Page to Follow*]

It is therefore ORDERED that the Agreement attached hereto as **Exhibit C** is approved and hereby authorized to be executed and delivered by and on behalf of the Throckmorton Collegiate Independent School District. It is further ORDERED that these Findings and the Attachments referred to herein be attached to the official minutes of this meeting and maintained in the permanent records of the Board of Trustees of the Throckmorton Collegiate Independent School District.

Dated the 26th day of August, 2020.

THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT

By: Kathy Thorp
Kathy Thorp
President, Board of Trustees

ATTEST:

By: Gus Dormier
Gus Dormier
Vice President, Board of Trustees

Findings and Order of the Throckmorton Collegiate Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Azure Sky Wind Project, LLC (Tax ID #32067155575) (Application #1487)

EXHIBIT A

Comptroller's Economic Impact Analysis

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

June 17, 2020

Dr. Michelle Cline
Superintendent
Throckmorton Collegiate Independent School District
210 College St.
Throckmorton, Texas 76483

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Throckmorton Collegiate Independent School District and Azure Sky Wind Project, LLC, Application 1487

Dear Superintendent Cline:

On May 22, 2020, the Comptroller issued written notice that Azure Sky Wind Project, LLC (applicant) submitted a completed application (Application 1487) for a limitation on appraised value under the provisions of Tax Code Chapter 313.[1] This application was originally submitted on March 30, 2020, to the Throckmorton Collegiate Independent School District (school district) by the applicant.

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

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

Determination required by 313.025(h)

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

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

Sec. 313.024(d)	Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
Sec. 313.024(d-2)	Not applicable to Application 1487.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2020.

Note that any building or improvement existing as of the application review start date of May 22, 2020, 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,

DocuSigned by:
Lisa Craven
11EA6DEF0EC441E...

Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Azure Sky Wind Project, LLC (project) applying to Throckmorton Collegiate 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 Azure Sky Wind Project, LLC.

Applicant	Azure Sky Wind Project, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy - Wind
School District	Throckmorton Collegiate ISD
2018-2019 Average Daily Attendance	135
County	Throckmorton
Proposed Total Investment in District	$313,200,000
Proposed Qualified Investment	$313,200,000
Limitation Amount	$20,000,000
Qualifying Time Period (Full Years)	2021-2022
Number of new qualifying jobs committed to by applicant	6*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	$961.04
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	$961.04
Minimum annual wage committed to by applicant for qualified jobs	$49,974.10
Minimum weekly wage required for non-qualifying jobs	$579.00
Minimum annual wage required for non-qualifying jobs	$30,108.00
Investment per Qualifying Job	$52,200,000
Estimated M&O levy without any limit (15 years)	$28,677,623
Estimated M&O levy with Limitation (15 years)	$8,092,818
Estimated gross M&O tax benefit (15 years)	$20,584,805

** 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 Azure Sky Wind Project, LLC (modeled).

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	300	1,554	1,854	$15,750,000	$109,250,000	$125,000,000
2022	6	66	72.2656	$299,844	$14,592,734	$14,892,578
2023	6	15	21	$299,844	$8,977,500	$9,277,344
2024	6	(18)	-12	$299,844	$4,582,969	$4,882,813
2025	6	(31)	-25	$299,844	$1,775,351	$2,075,195
2026	6	(41)	-35	$299,844	-$177,774	$122,070
2027	6	(35)	-29	$299,844	-$788,125	-$488,281
2028	6	(37)	-31	$299,844	-$1,276,407	-$976,563
2029	6	(35)	-29	$299,844	-$1,520,547	-$1,220,703
2030	6	(27)	-21	$299,844	-$2,252,969	-$1,953,125
2031	6	(26)	-20	$299,844	-$1,764,688	-$1,464,844
2032	6	(18)	-12	$299,844	-$2,008,828	-$1,708,984
2033	6	(18)	-12	$299,844	-$1,520,547	-$1,220,703
2034	6	(18)	-12	$299,844	-$1,276,407	-$976,563
2035	6	(14)	-8	$299,844	-$1,520,547	-$1,220,703
2036	6	(14)	-8	$299,844	-$1,276,407	-$976,563

Source: CPA REMI, Azure Sky Wind Project, LLC

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Throckmorton Collegiate ISD I&S Tax Levy	Throckmorton Collegiate ISD M&O Tax Levy	Throckmorton Collegiate ISD M&O and I&S Tax Levies	Throckmorton County Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.00000**	**1.06835**		**1.03258**	
2022	$300,682,000	$300,682,000		$0	$3,212,336	$3,212,336	$3,104,776	$6,317,112
2023	$276,654,390	$276,654,390		$0	$2,955,637	$2,955,637	$2,856,672	$5,812,310
2024	$254,548,319	$254,548,319		$0	$2,719,467	$2,719,467	$2,628,410	$5,347,877
2025	$234,210,068	$234,210,068		$0	$2,502,183	$2,502,183	$2,418,402	$4,920,585
2026	$215,498,245	$215,498,245		$0	$2,302,276	$2,302,276	$2,225,187	$4,527,463
2027	$198,282,740	$198,282,740		$0	$2,118,354	$2,118,354	$2,047,424	$4,165,778
2028	$182,443,870	$182,443,870		$0	$1,949,139	$1,949,139	$1,883,875	$3,833,014
2029	$167,871,516	$167,871,516		$0	$1,793,455	$1,793,455	$1,733,404	$3,526,860
2030	$154,464,369	$154,464,369		$0	$1,650,220	$1,650,220	$1,594,965	$3,245,185
2031	$142,129,233	$142,129,233		$0	$1,518,438	$1,518,438	$1,467,595	$2,986,033
2032	$130,780,358	$130,780,358		$0	$1,397,192	$1,397,192	$1,350,409	$2,747,601
2033	$120,338,853	$120,338,853		$0	$1,285,640	$1,285,640	$1,242,593	$2,528,233
2034	$110,732,148	$110,732,148		$0	$1,183,007	$1,183,007	$1,143,396	$2,326,403
2035	$101,893,467	$101,893,467		$0	$1,088,579	$1,088,579	$1,052,130	$2,140,708
2036	$93,761,388	$93,761,388		$0	$1,001,700	$1,001,700	$968,159	$1,969,859
			Total	**$0**	**$28,677,623**	**$28,677,623**	**$27,717,398**	**$56,395,020**

Source: CPA, Azure Sky Wind Project, LLC
*Tax Rate per $100 Valuation

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

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Throckmorton Collegiate ISD I&S Tax Levy	Throckmorton Collegiate ISD M&O Tax Levy	Throckmorton Collegiate ISD M&O and I&S Tax Levies	Throckmorton County Tax Levy	Estimated Total Property Taxes
			Tax Rate*	**0.00000**	**1.06835**		**1.03258**	
2022	$300,682,000	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2023	$276,654,390	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2024	$254,548,319	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2025	$234,210,068	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2026	$215,498,245	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2027	$198,282,740	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2028	$182,443,870	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2029	$167,871,516	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2030	$154,464,369	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2031	$142,129,233	$20,000,000		$0	$213,670	$213,670	$0	$213,670
2032	$130,780,358	$130,780,358		$0	$1,397,192	$1,397,192	$1,350,409	$2,747,601
2033	$120,338,853	$120,338,853		$0	$1,285,640	$1,285,640	$1,242,593	$2,528,233
2034	$110,732,148	$110,732,148		$0	$1,183,007	$1,183,007	$1,143,396	$2,326,403
2035	$101,893,467	$101,893,467		$0	$1,088,579	$1,088,579	$1,052,130	$2,140,708
2036	$93,761,388	$93,761,388		$0	$1,001,700	$1,001,700	$968,159	$1,969,859
			Total	**$0**	**$8,092,818**	**$8,092,818**	**$5,756,687**	**$13,849,504**
			Diff	**$0**	**$20,584,805**	**$20,584,805**	**$21,960,711**	**$42,545,516**
Assumes School Value Limitation and Tax Abatement with the County.								

Source: CPA, Azure Sky Wind Project, LLC
*Tax Rate per $100 Valuation

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

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

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

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2019	$0	$0	$0	$0
	2020	$0	$0	$0	$0
	2021	$0	$0	$0	$0
Limitation Period (10 Years)	2022	$213,670	$213,670	$2,998,666	$2,998,666
	2023	$213,670	$427,340	$2,741,967	$5,740,633
	2024	$213,670	$641,010	$2,505,797	$8,246,430
	2025	$213,670	$854,680	$2,288,513	$10,534,944
	2026	$213,670	$1,068,350	$2,088,606	$12,623,549
	2027	$213,670	$1,282,020	$1,904,684	$14,528,233
	2028	$213,670	$1,495,690	$1,735,469	$16,263,702
	2029	$213,670	$1,709,360	$1,579,785	$17,843,487
	2030	$213,670	$1,923,030	$1,436,550	$19,280,037
	2031	$213,670	$2,136,700	$1,304,768	$20,584,805
Maintain Viable Presence (5 Years)	2032	$1,397,192	$3,533,892	$0	$20,584,805
	2033	$1,285,640	$4,819,532	$0	$20,584,805
	2034	$1,183,007	$6,002,539	$0	$20,584,805
	2035	$1,088,579	$7,091,118	$0	$20,584,805
	2036	$1,001,700	$8,092,818	$0	$20,584,805
Additional Years as Required by 313.026(c)(1) (10 Years)	2037	$921,766	$9,014,584	$0	$20,584,805
	2038	$848,222	$9,862,805	$0	$20,584,805
	2039	$780,556	$10,643,361	$0	$20,584,805
	2040	$718,299	$11,361,660	$0	$20,584,805
	2041	$661,017	$12,022,677	$0	$20,584,805
	2042	$608,314	$12,630,991	$0	$20,584,805
	2043	$559,822	$13,190,813	$0	$20,584,805
	2044	$515,206	$13,706,019	$0	$20,584,805
	2045	$474,154	$14,180,173	$0	$20,584,805
	2046	$436,383	$14,616,556	$0	$20,584,805
		$14,616,556	is less than	**$20,584,805**	

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

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

Source: CPA, Azure Sky Wind Project, LLC

0	Employment			Personal Income			Revenue & Expenditure		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2021	300	1,554	1,854	$15,750,000	$109,250,000	$125,000,000	13023376.5	-3448486.3	$16,471,863
2022	6	66	72.2656	$299,844	$14,592,734	$14,892,578	625610.4	1281738.3	-$656,128
2023	6	15	21	$299,844	$8,977,500	$9,277,344	473022.5	1274108.9	-$801,086
2024	6	(18)	-12	$299,844	$4,582,969	$4,882,813	389099.1	1228332.5	-$839,233
2025	6	(31)	-25	$299,844	$1,775,351	$2,075,195	259399.4	1159668	-$900,269
2026	6	(41)	-35	$299,844	-$177,774	$122,070	228881.8	1068115.2	-$839,233
2027	6	(35)	-29	$299,844	-$788,125	-$488,281	183105.5	946044.9	-$762,939
2028	6	(37)	-31	$299,844	-$1,276,407	-$976,563	122070.3	846862.8	-$724,793
2029	6	(35)	-29	$299,844	-$1,520,547	-$1,220,703	106811.5	762939.5	-$656,128
2030	6	(27)	-21	$299,844	-$2,252,969	-$1,953,125	76293.9	663757.3	-$587,463
2031	6	(26)	-20	$299,844	-$1,764,688	-$1,464,844	45776.4	556945.8	-$511,169
2032	6	(18)	-12	$299,844	-$2,008,828	-$1,708,984	15258.8	511169.4	-$495,911
2033	6	(18)	-12	$299,844	-$1,520,547	-$1,220,703	0	396728.5	-$396,729
2034	6	(18)	-12	$299,844	-$1,276,407	-$976,563	-53405.8	320434.6	-$373,840
2035	6	(14)	-8	$299,844	-$1,520,547	-$1,220,703	-83923.3	267028.8	-$350,952
2036	6	(14)	-8	$299,844	-$1,276,407	-$976,563	-99182.1	167846.7	-$267,029
2037	6	(10)	-4	$299,844	-$1,276,407	-$976,563	-106811.5	99182.1	-$205,994
2038	6	(16)	-10	$299,844	-$1,764,688	-$1,464,844	-167846.7	61035.2	-$228,882
2039	6	(8)	-2	$299,844	-$1,032,266	-$732,422	-183105.5	-15258.8	-$167,847
2040	6	(18)	-12	$299,844	-$2,252,969	-$1,953,125	-228881.8	-68664.6	-$160,217
2041	6	(16)	-10	$299,844	-$1,520,547	-$1,220,703	-228881.8	-106811.5	-$122,070
2042	6	(18)	-12	$299,844	-$1,764,688	-$1,464,844	-259399.4	-144958.5	-$114,441
2043	6	(20)	-14	$299,844	-$1,764,688	-$1,464,844	-198364.3	-167846.7	-$30,518
2044	6	(20)	-14	$299,844	-$1,764,688	-$1,464,844	-259399.4	-190734.9	-$68,665
2045	6	(18)	-12	$299,844	-$2,252,969	-$1,953,125	-244140.6	-274658.2	$30,518
2046	6	(16)	-10	$299,844	-$1,276,407	-$976,563	-152587.9	-259399.4	$106,812
2047	6	(12)	-6	$299,844	-$299,844	$0	-76293.9	-274658.2	$198,364
2048	6	(12)	-6	$299,844	$188,437	$488,281	-91552.7	-289917	$198,364
						Total	**$13,114,929**	**$6,370,544**	**$6,744,385**
							$21,360,941	is greater than	**$20,584,805**

Analysis Summary

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

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

Attachment C – Limitation as a Determining Factor

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

Methodology

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

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

Determination

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the Azure Sky Wind Project, 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:

- Per Azure Sky Wind Project, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  A. "EGP [Enel Green Power] is currently evaluating a large project pipeline of opportunities in Colorado, Illinois, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, Texas, Utah, Wyoming, as well as locations in Argentina, Brazil, Canada, Chile, France, Germany, Italy, Peru, Russia and Spain. With both domestic U.S and international opportunities, the company has the ability to locate projects of this type in any of these states and countries where favorable wind and solar conditions exist. Azure Sky Wind Project, LLC is in direct competition with these other locations."
  B. "The Applicant is actively assessing the financial viability and potential development of this project against other projects in the development pipeline that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a wind project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates."
  C. "The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at todays contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher."
- Per Tab 5 of the application, "Enel North America Inc. is the parent company of Enel Green Power North America, Inc. who is the parent company of Enel Kansas LLC who is the parent company of Tradewind Energy Inc. who is the parent company of Azure Sky Solar, LLC."

- According to the Enel Green Power news release dated March 27, 2019, "Enel Green Power has closed an agreement today to purchase Kansas-based renewable developer Tradewind Energy, Inc. Under the agreement, EGP purchased all of Tradewind's development platform comprising of 13 GW of wind, solar and storage projects located throughout the US. …This strategic acquisition will enable EGP to manage all aspects of the renewable value chain in North America, from greenfield development through operations. Following the transaction, EGP will integrate Tradewind's development expertise across key areas of renewable growth for the company including wind, solar and storage."
- In the Enel Group's interim *Half –Year Financial Report at June 30, 2019*, the company reports a list of subsidiaries, associates and other significant equity investments of Enel SpA as of June 30, 2019, including Azure Sky Wind Project, LLC held by Tradewind Energy, Inc.
- According to the March 30, 2020 Throckmorton Collegiate ISD Board of Trustees Meeting Minutes, reflects on that day the Board accepted the project.
  A. "Motion to approve Application for Appraised Value Limitation on Qualified Property from Azure Sky Wind Project, LLC, pursuant to Texas Tax Code § 313; authorize the Superintendent of Schools to review the Application for completeness and submit the Application to the Texas Comptroller of Public Accounts; and authorize the Superintendent of Schools to approve any request for extension of the deadline for Board action beyond the 150-day Board review period, as may be required."
- A June 10, 2019 *Energy Acuity* article highlights ten wind projects to watch in 2019 and 2020 including the applicantt:
  A. Azure Sky Wind 1 – 350 MW (Capacity); Pre-Construction (Status); Docket #: ERCOT 20INR0119
  B. Azure Sky Wind 2 – 350 MW (Capacity); Pre-Construction (Status); Docket #: ERCOT 20INR0120
- In a March 2019 *Monthly Generator Interconnection Status Report* released on April 1, 2019 by ERCOT, there are two references of Azure Sky Wind. When asked about Azure Sky Wind 1 and Azure Sky Wind 2, the Tradewind Energy Inc. representative stated, "20INR0120 was previously known as Azure Sky Wind 2. Since ERCOT used to allow primary and secondary POI options for one filing, both were filed with options for both POIs. 20INR0119 was withdrawn for the Clear Crossing POI, so now we just have Vortex on the Oncor t-line from Clear Crossing to Willow Creek."
- Supplemental Information provided by the applicant and per Tab 5 of the application indicated the following:
  A. Is this project known by any specific names not otherwise mentioned in this application? *The only other name would be the name ERCOT assigns generating projects. Vortex Wind - 20INR0120.*
  B. 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. *Same. Vortex Wind - 20INR0120.*
  C. Has this project applied to ERCOT at this time? If so, please provide the project's INR number and when was it assigned. *Vortex Wind - 20INR0120 02/28/2019*

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 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

NOTE: Only construction beginning after the application review start date (the date the Texas Comptroller of Public Accounts deems the application complete) can be considered qualified property and/or qualified investment.

1. Estimated school board ratification of final agreement: September 2020
2. Estimated commencement of construction: January 2021
3. Beginning of qualifying time period (MM/DD/YYYY): 01/01/2021
4. First year of limitation (MM/DD/YYYY): 01/01/2022

4a. For the beginning of the limitation period, notate which **one of the following** will apply according to provision of 313.027(a-1)(2):

☐ A. January 1 following the application date ☐ B. January 1 following the end of QTP

☑ C. January 1 following the commencement of commercial operations

5. Commencement of commercial operations: December 2021

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located: Throckmorton County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property: Throckmorton 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:

M&O (ISD): Throckmorton CISD; 100%; $1.06835 (Name, tax rate and percent of project)

I&S (ISD): Throckmorton CISD; 100%; $0.0 (Name, tax rate and percent of project)

County: Throckmorton County; 100%; $1.032578 (Name, tax rate and percent of project)

City: N/A (Name, tax rate and percent of project)

Hospital District: N/A (Name, tax rate and percent of project)

Water District: N/A (Name, tax rate and percent of project)

Other (describe): N/A (Name, tax rate and percent of project)

Other (describe): N/A (Name, tax rate and percent of project)

Supporting Information

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

TAB 5

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

Enel Green Power (EGP) is present in 29 countries in 5 continents with a managed capacity of over 43 GW and over 1,200 plants. Our production mix includes the main renewable sources: wind, solar, hydroelectric and geothermal. Worldwide, EGP are one of the main renewable operators with an annual production of about 82 TWh, produced mainly from water, sun, wind and heat from the earth. Enel North America Inc. is the parent company of Enel Green Power North America, Inc. who is the parent company of Enel Kansas LLC who is the parent company of Tradewind Energy Inc. who is the parent company of Azure Sky Wind Project, LLC

In North America, Enel Green Power operates more than 100 power plants with a total managed capacity of over 5.11 GW powered by renewable hydropower, wind, geothermal and solar energy. EGP is currently evaluating a large project pipeline of opportunities in Colorado, Illinois, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, Texas, Utah, Wyoming, as well as locations in Argentina, Brazil, Canada, Chile, France, Germany, Italy, Peru, Russia and Spain. With both domestic U.S and international opportunities, the company has the ability to locate projects of this type in any of these states and countries where favorable wind and solar conditions exist. Azure Sky Wind Project, LLC is in direct competition with these other locations.

The Applicant is actively assessing the financial viability and potential development of this project against other projects in the development pipeline that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a wind project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates. Markets in other areas of the country that have statewide available subsidies for renewable energy projects, and which have higher average contracted power rates, offer an attractive incentive for developers to build projects in those markets over Texas.

The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at todays contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher.

Supporting Information

Additional information provided by the Applicant or located by the Comptroller

Enel Green Power acquires U.S. renewable developer Tradewind Energy

Published on Wednesday, 27 March 2019

Enel Green Power has completed the acquisition of Tradewind Energy, a Kansas company specializing in renewable power. This strategic acquisition will enable EGP to manage all aspects of the renewable value chain in North America, from greenfield development through operations.

Enel Green Power has closed an agreement today to purchase Kansas-based renewable developer **Tradewind Energy**, Inc.

Under the agreement, EGP purchased all of Tradewind's development platform comprising of **13 GW** of wind, solar and storage projects located throughout the US.

Shortly after the closing of EGP's purchase of Tradewind, the company signed an agreement with Macquarie Group's **Green Investment Group** to sell **Savion**, LLC, a 100% subsidiary of Tradewind that includes a development platform including 6 GW of solar and storage pipeline projects.

The closing of the transaction with Macquarie, expected mid-year, is pending regulatory approval.

Through this sale, EGP is able to generate **immediate returns** on portions of the acquired portfolio while retaining ownership of a strategic pipeline of around 7 GW of wind projects.

This strategic acquisition will enable EGP to manage all aspects of the **renewable value chain in North America**, from greenfield development through operations. Following the transaction, EGP will integrate Tradewind's development expertise across key areas of renewable growth for the company including wind, solar and storage.

> "Through this deal we are acquiring an experienced renewable development company to help carry out our North American growth strategy across all technologies with even greater speed and efficiency, thereby strengthening our position in the competitive US market. We are further able to capitalize on our investment and secure additional value for our company through the sale of certain development assets that will deliver immediate returns."
>
> – Georgios Papadimitriou, Head of Enel Green Power North America

Enel Green Power and Tradewind Energy, headquartered in Lenexa, Kansas, have been **strategic development partners** since 2006, supporting EGP's growth in the US wind market.

Over the course of this partnership, EGP successfully constructed and began operations of around **3.9 GW of capacity** developed by Tradewind.

With this current acquisition, Enel Green Power will further expand its presence in Kansas where the company is the **largest wind operator with more than 1.4 GW of operational wind energy**.

Half-Year Financial Report at June 30, 2019

Subsidiaries, associates and other significant equity investments of the Enel Group at June 30, 2019

In compliance with CONSOB Notice DEM/6064293 of July 28, 2006, a list of subsidiaries and associates of Enel SpA at June 30, 2019, pursuant to Article 2359 of the Italian Civil Code, and of other significant equity investments is provided below. Enel has full title to all investments.

The following information is included for each company: name, registered office, country, share capital, currency in which share capital is denominated, activity, method of consolidation, Group companies that have a stake in the company and their respective ownership share, and the Group's ownership share.

Company name	Headquarters	Country	Share capital	Currency	Activity	Consolidation method	Held by	% holding	Group % holding
Aysén Energía SA en liquidación	Santiago	Chile	4,900,100.00	CLP	Electricity	Equity	Enel Generación Chile SA	51.00	29.54
Aysén Transmisión SA en liquidación	Santiago	Chile	22,368,000.00	CLP	Electricity generation and sale	Equity	Enel Generación Chile SA	51.00	29.54
Azure Sky Solar Project LLC	Andover (Massachusetts)	USA	1.00	USD	Electricity generation and sale from renewable resources	Line-by-line	Tradewind Energy Inc.	100.00	100.00
Azure Sky Wind Project LLC	Andover (Massachusetts)	USA	1.00	USD	Electricity generation and sale from renewable resources	Line-by-line	Tradewind Energy Inc.	100.00	100.00
Baikal Enterprise SL	Alaoir (Islas Baleares)	Spain	3,006.00	EUR	Electricity generation and sale from renewable resources	Line-by-line	Enel Green Power España SL	100.00	70.10
Baleares Energy SL	Alcudia (Islas Baleares)	Spain	4,509.00	EUR	Electricity generation and sale from renewable resources	Line-by-line	Enel Green Power España SL	100.00	70.10
Barnet Hydro Company LLC	Burlington (Vermont)	USA	-	USD	Electricity generation from renewable resources	AFS	Enel Green Power North America Inc. Sweetwater Hydroelectric LLC	10.00 90.00	100.00
Baylio Solar SLU	Seville	Spain	3,000.00	EUR	Electricity generation from renewable resources	Line-by-line	Enel Green Power España SL	100.00	70.10
Beaver Falls Water Power Company	Philadelphia (Pennsylvania)	USA	-	USD	Electricity generation from renewable resources	Line-by-line	Beaver Valley Holdings LLC	67.50	67.50
Beaver Valley Holdings LLC	Philadelphia (Pennsylvania)	USA	-	USD	Electricity generation from renewable resources	Line-by-line	Enel Green Power North America Inc.	100.00	100.00
Beaver Valley Power Company LLC	Philadelphia (Pennsylvania)	USA	-	USD	Electricity generation from renewable resources	Equity	EGPNA REP Hydro Holdings LLC	100.00	50.00
Belomechetskaya WPS	Moscow	Russian Federation	3,010,000.00	RUB	Renewable energy	Line-by-line	Enel Green Power Rus Limited Liability Company	100.00	100.00
Bioenergy Casei Gerola Srl	Rome	Italy	100,000.00	EUR	Electricity generation from renewable resources	Line-by-line	Enel Green Power SpA	100.00	100.00
Black River Hydro Assoc.	New York (New York)	USA	-	USD	Electricity generation from renewable resources	Equity	(Cataldo) Hydro Power Associates Enel Green Power North America Inc.	75.00 25.00	62.50
BLP Vayu (Project 1) Private Limited	Haryana	India	10,000,000.00	INR	Electricity generation from renewable resources	Line-by-line	Enel Green Power India Private Limited (formerly BLP Energy Private Limited)	100.00	76.56
BLP Vayu (Project 2) Private Limited	Haryana	India	45,000,000.00	INR	Electricity generation from renewable resources	Line-by-line	Enel Green Power India Private Limited (formerly BLP Energy Private Limited)	100.00	76.56
BLP Wind Project (Amberi) Private Limited	New Delhi	India	5,000,000.00	INR	Electricity generation from renewable resources	Line-by-line	Enel Green Power India Private Limited (formerly BLP Energy Private Limited)	100.00	76.56
Blue Star Wind Project LLC	Andover (Massachusetts)	USA	1.00	USD	Electricity generation and sale from renewable resources	Line-by-line	Tradewind Energy Inc.	100.00	100.00
BluRe M.A.	Manternach	Luxembourg	6,400,000.00	EUR	Insurance company	-	Slovenské elektrárne AS	5.00	1.65
Boiro Energía SA	Boiro	Spain	601,010.00	EUR	Electricity generation from renewable resources	Equity	Enel Green Power España SL	40.00	28.04

THROCKMORTON COLLEGIATE ISO BOARD OF EDUCATION **REGULAR** MEETING

LOCATION: Board Room, Throckmorton High School, 210 College Street, Throckmorton, Texas 76483 and virtually at: **meet.google.com/kfc-bbvf-zxb.**
DATE: March 30, 2020 TIME: 7:00 p.m.

MEMBERS PRESENT: Kathy Thorp, Sandra Redwine, Terry Don Barrington, Whitney Waller, Gus Dormier; Kena Whitfield; *Woody* Woods
MEMBERS ABSENT:
PRESENT: Dr. Michelle Cline, Superintendent
VISITORS: Rick Lambert (PYT)

ORDER OF BUSINESS:

1. President Kathy Thorp called the meeting to order at 7:00 p.m., and quorum was established.

2. Motion to approve Application for Appraised Value Limitation on Qualified Property from Azure Sky Wind Project, LLC, pursuant to Texas Tax Code § 313; authorize the Superintendent of Schools to review the Application for completeness and submit the Application to the Texas Comptroller of Public Accounts; and authorize the Superintendent of Schools to approve *any* request for extension of the deadline for Board action beyond the 150-Jay Board review period, as may be required:
Made by: *Woody* Woods Seconded by: Kena Whitfield Vote: 6 For, 0 Against, 1 Abstained

3. Motion to approve MOU with Trinity Valley Community College:
Made by: *Woody* Woods Seconded by: Kathy Thorp Vote: 7 For, 0 Against, 0 Abstained

4. Motion to approve School Board election May 2020:
Made by: Terry Don Barrington Seconded by: Gus Dormier Vote: 6 For, 0 Against, 1 Abstained

5. Motion to approve Updated Performance Contract for Collegiate Edu-Nation to *seNe* as Operating Partner for In-District Charter:
Made by: Gus Donnier Seconded by: Kena Whitfield Vote: 7 For, 0 Against, 0 Abstained

6. Motion to approve Bank loan of $110,000 to complete *gym* repairs, HVAC repairs:
Made by: *Woody* Woods Seconded by: Kathy Thorp Vote: 7 For, 0 Against, 0 Abstained

7. Motion to approve extension of counselor's contract, professional contracts as presented:
Made by: Woody Woods Seconded by: Gus Dormier Vote: 7 For, 0 Against, 0 Abstained

8. Motion to approve band director's contract as presented:
Made by: Kena Whitfield Seconded by: Kathy Thorp Vote: 7 For, 0 Against, 0 Abstained

9. Motion to approve stipend for instructional coach:
Made by: Kena Whitfield Seconded by: Terry Don Barrington Vote: 7 For, OAgainst, 0 Abstained

10. Motion to approve consent action agenda:
    a. Minutes of Previous Mee!Ing(s)
    b. Financial report and payment of bills
Made by: Kathy Thorp Seconded by: Woody Woods Vote: 7 For, OAgainst, OAbstained

11. Motion to adjourn (8:26 pm):
Made by: Woody Woods Seconded by: Kathy Thorp Vote: 7 For, 0 Against, 0 Abstained

Kathy Thorp

Kathy Thorp, President

hdraRedwine, Secretary

energyacuity
Intelligence Powering Growth

10 U.S. Wind Projects To Watch In 2019 & 2020

by Greg Zimmerman | Jun 10, 2019 | 0 comments

Energy Acuity is a leading provider of power generation and power delivery market intelligence. Our analysts have identified impactful wind projects, of all different shapes and sizes, scheduled to break ground or go operational in 2020. Whether you're looking to get involved in the project or you're just fascinated by wind farm development, here are 10 projects to keep an eye on as we head into 2020.

Source: **Energy Acuity Renewables Platform**

Top 10 U.S. Wind Projects To Watch In 2020

1.) Kitty Hawk

Capacity: 1486.00 MW

5.) Grape Creek Wind

Capacity: 525.00 MW

Status: Pre-Construction

Location: Coke County, TX

Investment (M US$): $1,631.80

ISO Region: ERCOT

Grape Creek Wind Wind - Onshore

Project Last Updated: 6/5/2019

Overview | Companies Involved | Analyst Notes | Key Company Contacts | Substations

Capacity:	525.000 MW	NERC Region:	TRE
Status:	Pre-Construction	ISO System:	ERCOT
Location:	Coke County, TX, USA	Docket Number:	ERCOT - 19INR0156
Investment (M US$):	$1,631.8 *		

Most Recent Analyst Note:

Date	Note Type	Contact	Contact Company
3/4/2019	Data Source	--	Electric Reliability Council of Texas, Inc. (ERCOT)

Notes: Per ERCOT, the capacity is now 525 MW and the projected COD is October 2020.

Future Production

Time of Change	Year of Change	Status	Capacity
First Quarter	2020	Under Construction	525.000
October	2020	Operating	525.000

Key Companies Involved:

Company Name	Role	Unit Supplied	Model	Number Supplied	Total Supplied Capacity
Apex Clean Energy	Developer				

6.) Azure Sky Wind 1 & 2

Capacity: 350.00 MW

Status: Pre-Construction

Location: Throckmorton County, TX

Investment (M US$): $1,087.80

ISO Region: ERCOT

Azure Sky Wind 1 Wind - Onshore

Project Last Updated: 6/5/2019

Overview | Companies Involved | Analyst Notes | Key Company Contacts

Capacity:	350.000 MW	NERC Region:	TRE
Status:	Pre-Construction	ISO System:	ERCOT
Location:	Throckmorton County, TX, USA	Docket Number:	ERCOT - 20INR0119
Investment (M US$):	$1,087.8 *		

Most Recent Analyst Note:

Date	Note Type	Contact	Contact Company
12/4/2018	Data Source	--	Electric Reliability Council of Texas, Inc. (ERCOT)

Notes: This project was added via information from the ERCOT GIS reports: (Data Source URL)

Future Production

Time of Change	Year of Change	Status	Capacity
June 30	2019	Under Construction	350.000
November	2020	Operating	350.000

Key Companies Involved:

Company Name	Role	Unit Supplied	Model	Number Supplied	Total Supplied Capacity
Tradewind Energy, Inc.	Developer				
Tradewind Energy, Inc.	Owner				

Azure Sky Wind 2 Wind - Onshore

Project Last Updated: 6/5/2019

Overview | Companies Involved | Analyst Notes | Key Company Contacts

Capacity:	350.000 MW	NERC Region:	TRE
Status:	Pre-Construction	ISO System:	ERCOT
Location:	Throckmorton County, TX, USA	Docket Number:	ERCOT - 20INR0120
Investment (M US$):	$1,087.8 *		

Most Recent Analyst Note:

Date	Note Type	Contact	Contact Company
3/4/2019	Data Source	--	Electric Reliability Council of Texas, Inc. (ERCOT)

Notes: This project was new to the February 2019 GIS report published by ERCOT.

Future Production

Time of Change	Year of Change	Status	Capacity
Mid	2020	Under Construction	350.000
December	2021	Operating	350.000

Key Companies Involved:

Company Name	Role	Unit Supplied	Model	Number Supplied	Total Supplied Capacity
Tradewind Energy, Inc.	Developer				
Tradewind Energy, Inc.	Owner				

7.) Wild Rose Wind

Capacity: 302.50 MW

Status: Pre-Construction

Location: Swisher County, TX

GINR Activity: **Mar 01, 2019** to **Mar 31, 2019**

Table of Contents

Time of Report Run: **Apr 1, 2019 8:00:27 AM**

Acronyms

GINR = Generation Interconnection or Change Request
COD = Commercial Operation Date
SS = Security Screening Study
FIS = Full Interconnection Study
IA = Interconnection Agreement; can be either of the following:
- Standard Generation Interconnection Agreement (SGIA)
- Public financially binding agreement
- An official letter from a Municipally Owned Utility or Electric Cooperative signifying developer intent to build and operate generation facilities and interconnect with the MOU or EC

POI = Point of Interconnection
INR = Interconnection Request Number
TSP = Transmission Service Provider
NtP = Notice-to-Proceed given to the TSP for interconnection construction
CDR = Capacity, Demand and Reserves Report
SFS = Sufficient Financial Security provided to the TSP for construction of the interconnection facilities
QSA = Quarterly Stability Assessment

Fuel Types
BIO = Biomass
COA = Coal
GAS = Gas
GEO = Geothermal
HYD = Hydrogen
NUC = Nuclear
OIL = Fuel Oil
OTH = Other
PET = Petcoke
SOL = Solar
WAT = Water
WIN = Wind

Technology Types
BA = Battery Energy Storage
CC = Combined-Cycle
CE = Compressed Air Energy Storage
CP = Concentrated Solar Power
EN = Energy Storage
FC = Fuel Cell
GT = Combustion (gas) Turbine, but not part of a Combined-Cycle
HY = Hydroelectric Turbine
IC = Internal Combustion Engine, eg. Reciprocating
OT = Other
PV = Photovoltaic Solar
ST = Steam Turbine other than Combined-Cycle
WT = Wind Turbine

GINR Project Details

NOTES:
Due to Protocol confidentiality provisions, only those projects for which a Full Interconnection Study has been requested are included.

The megawatt capacities for projects identified as repowering are reported on a net change basis with respect to the original capacity amount, and thus may have zero or negative values. For projects where increased self-serve load is part of the interconnection studies, the reported capacity is the maximum net MW available to the grid.

The construction start date is the date physical on-site work of a significant nature (such as excavation for footings or foundations or pouring of concrete for foundations) has begun and is on-going. Additionally, major equipment items (such as turbines or step-up transformers) are on-site, in route to the site, or being manufactured under a binding contract with significant financial commitments. The construction end date is the date when all plant systems are ready for commissioning/startup activities. Note that the reporting of Construction Start and End Dates will not begin until ERCOT's online GINR system is available to project developers for data entry.

Blank cells on Air Permit, GHG Permit and Water Availability indicate the emission permits/proof of water supplies are required but have not been obtained or reported to ERCOT yet.

Project Attributes											Changes from Last Report
INR	Project Name	GINR Study Phase	Interconnecting Entity	POI Location	County	CDR Reporting Zone	Projected COD	Fuel	Technology	Capacity (MW)	Change indicators: Proj Name, MW Size , COD, SFS/NtP, FIS Request
08INR0019b	Grandview 5 W	SS Completed, FIS Started, No IA	Eon	79005 Railhead 345kV	Gray	PANHANDLE	12/15/2020	WIN	WT	249	
11INR0054	Midway Wind	SS Completed, FIS Completed, IA	Apex Clean	8961 Whitepoint 138kV	San Patricio	COASTAL	04/05/2019	WIN	WT	162.9	COD
11INR0062	Shaffer	SS Completed, FIS Completed, IA	Clearway Energy	85000 Nelson Sharpe 345kV	Nueces	COASTAL	05/22/2019	WIN	WT	226	COD
12INR0002a	Silver Canyon Wind A	SS Completed, FIS Completed, IA	EDP Renewables	79503 Tule Canyon 345kV	Briscoe	PANHANDLE	10/31/2020	WIN	WT	200	
12INR0055	S_Hills Wind	SS Completed, FIS Completed, IA	SEYMOUR HILLS WIND PROJECT, LLC	33782 Mabelle 69kV	Baylor	WEST	05/15/2019	WIN	WT	30.24	COD
12INR0059b	HOVEY (Barilla Solar 1B)	SS Completed, FIS Completed, IA	First Solar	60385 Solstice 138kV	Pecos	WEST	02/28/2019	SOL	PV	7.4	
12INR0060	Wilson Ranch	SS Completed, FIS Completed, IA	ENGIE	76003 Big Hill 345kV	Schleicher	WEST	05/31/2019	WIN	WT	199.5	
13INR0010a	Mariah Del Este	SS Completed, FIS Started, IA	Mariah Acquisition	141765 Mariah 345kV	Parmer	PANHANDLE	10/30/2020	WIN	WT	152.5	
13INR0010def	Scandia Wind DEF	SS Completed, FIS Started, IA	Scandia Wind LLC	141765 Mariah 345kV	Parmer	PANHANDLE	04/01/2020	WIN	WT	600.3	
13INR0025	Northdraw Wind	SS Completed, FIS Started, IA	National Renewable Solutions	79504 AJ Swope 345kV	Randall	PANHANDLE	08/01/2020	WIN	WT	150	
13INR0026	Canadian Breaks Wind	SS Completed, FIS Completed, IA	Macquarie Cap	Tap 345kV 79502 Windmill - 79504 AJ Swope	Oldham	PANHANDLE	09/13/2019	WIN	WT	210	
13INR0038	Wildrose Wind	SS Completed, FIS Started, IA	S Power	79501 Ogallala 345kV	Swisher	PANHANDLE	12/30/2021	WIN	WT	302.5	
14INR0009	WKN Amadeus Wind	SS Completed, FIS Started, IA	WKN	tap 345kV 11305 Dermott - 60704 Kirchhof	Fisher	WEST	05/15/2020	WIN	WT	245.9	SFS/NtP
14INR0030c	Panhandle Wind 3	SS Completed, FIS Started, IA	Pattern Energy	79005 Railhead 345kV	Carson	PANHANDLE	12/01/2020	WIN	WT	248	
14INR0033	Goodnight Wind	SS Completed, FIS Completed, IA	FGE Power	tap 345kV 79500 Alibates - 79503 Tule Canyon	Armstrong	PANHANDLE	08/15/2020	WIN	WT	504.4	MW Size COD
14INR0044	West of Pecos Solar	SS Completed, FIS Started, IA	Eon	11083 Riverton 138kV	Reeves	WEST	12/15/2019	SOL	PV	100	
14INR0045	Torrecillas Wind	SS Completed, FIS Completed, IA	Nextera	161252, 161301 Torrecillas 34.5kV	Webb	SOUTH	04/15/2019	WIN	WT	300.5	COD
15INR0034	El Algodon Alto W	SS Completed, FIS Started, No IA	Eon	tap 345kV 8455 Lon Hill - 5725 Pawnee	San Patricio	COASTAL	12/31/2020	WIN	WT	201	
15INR0044	Corazon Solar	SS Completed, FIS Started, No IA	Enerverse	80219 Lobo 345kV	Webb	SOUTH	12/31/2019	SOL	PV	200	
15INR0051	Tierra Blanca W	SS Completed, FIS Started, No IA	Eon	79501 Ogallala 345kV	Randall	PANHANDLE	12/15/2021	WIN	WT	200	COD
15INR0059	Emerald Grove Solar	SS Completed, FIS Started, IA	Cypress Creek Renewables	6601 Rio Pecos 138kV	Pecos	WEST	04/10/2020	SOL	PV	108	COD
15INR0063	Easter Wind	SS Completed, FIS Completed, IA	TriGlobal	79502 Windmill 345kV	Castro	PANHANDLE	10/31/2020	WIN	WT	307.5	
15INR0064b	Harald (BearKat Wind B)	SS Completed, FIS Completed, IA	CIP	59903 Bearkat 345kV	Glasscock	WEST	12/13/2019	WIN	WT	162.1	
15INR0090	Pflugerville Solar	SS Completed, FIS Started, IA	RRE Solar	tap 138kV 7336 Gillie - 3650 Elgin	Travis	SOUTH	12/31/2019	SOL	PV	144	
16INR0003	LEVEE (Freeport LNG)	SS Completed, FIS Completed, IA	Freeport LNG	43336 Oyster Cr 138kV	Brazoria	COASTAL	08/10/2019	GAS	GT	11	
16INR0010	FGE Texas 1 Gas	SS Completed, FIS Started, IA	FGE Power	Tap 345kV 1030 Morgan - 1025 Falcon	Mitchell	WEST	04/30/2021	GAS	CC	742.9	
16INR0012	Stella 2 Wind	SS Completed, FIS Started, No IA	Eon	tap 345kV 80076 Ajo - 80071 Zorillo	Kenedy	COASTAL	12/30/2020	WIN	WT	201	
16INR0014	Cattleman Wind A	SS Completed, FIS Started, No IA	Eon	tap 345kV 79501 Ogallala - 79502 Windmill	Castro	PANHANDLE	09/01/2021	WIN	WT	201.6	
16INR0014b	Cattleman Wind B	SS Completed, FIS Started, No IA	Eon	tap 345kV 79501 Ogallala - 79502 Windmill	Castro	PANHANDLE	09/01/2021	WIN	WT	201.6	
16INR0019	BlueBell Solar	SS Completed, FIS Completed, IA	Nextera	76090 Divide 345kV	Coke	WEST	04/15/2019	SOL	PV	30	COD
16INR0033	Hart Wind	SS Completed, FIS Completed, IA	Orion	79501 Ogallala 345kV	Castro	PANHANDLE	12/31/2020	WIN	WT	150	

INR	Project Name	GINR Study Phase	Interconnecting Entity	POI Location	County	CDR Reporting Zone	Projected COD	Fuel	Technology	Capacity (MW)	Change indicators: Proj Name, MW Size , COD, SFS/NtP, FIS Request
20INR0097	El Suaz Ranch	SS Completed, FIS Started, No IA	El Sauz Ranch Wind, LLC	8318 Rio Hondo 345kV	Willacy	COASTAL	09/30/2021	WIN	WT	301.74	FIS Request
20INR0098	Danciger Solar	SS Completed, FIS Started, No IA	Tradewind Energy	tap 138kV 43120 Pledger - 43380 W Columbia	Brazoria	COASTAL	12/31/2021	SOL	PV	200	
20INR0100	Westoria Storage	SS Completed, FIS Started, No IA	Tradewind Energy	Nash (Bus #42980) to West Columbia (Bus #43380)	Brazoria	COASTAL	12/31/2021	OTH	BA	58	
20INR0101	Westoria Solar	SS Completed, FIS Started, No IA	Tradewind Energy	tap 138kV 42980 Nash - 43380 W Columbia	Brazoria	COASTAL	12/31/2021	SOL	PV	200	
20INR0102	Atascosa I Solar	SS Completed, FIS Started, No IA	Core Solar	tap 138kV 8221 Big Foot - 8203 Pleasant	Dawson	WEST	12/31/2020	SOL	PV	126.6	
20INR0104	GoodAlta	SS Completed, FIS Started, No IA	Alta Power	3483 Goodloe 138kV	Navarro	NORTH	04/01/2021	GAS	GT	150	
20INR0106	Wang Solar	SS Completed, FIS Started, No IA	Belltown Power	tap 345kV 3409 LakeCr1 - 3414 TempSS	Falls	NORTH	10/01/2020	SOL	PV	120	
20INR0112	Walstrom	SS Completed, FIS Started, No IA	Castleman Power	46220 Peters 138kV	Austin	SOUTH	05/01/2020	GAS	GT	200	
20INR0116	Gusty Hill Wind	SS Completed, FIS Started, No IA	Gusty Hill Wind Project, LLC	tap 7387 Kunitz 138 kV - 71097 Culberson 138kV	Culberson	WEST	12/31/2021	WIN	WT	350	FIS Request
20INR0118	Merrifield Solar	SS Completed, FIS Started, No IA	Belltown Power	tap 69kV 3523 Hillsboro - 3543 Mertens or tap 345kV 1906 Venus - 68090 Sam	Hill	NORTH	12/01/2020	SOL	PV	80	
20INR0119	**Azure Sky Wind 1**	SS Completed, FIS Started, No IA	Tradewind Energy	60515 Clear Crossing 345kV or tap 60515 - 1421 WillowCr	Throckmorton	WEST	09/30/2020	WIN	WT	350	
20INR0120	**Azure Sky Wind 2**	SS Completed, FIS Started, No IA	Tradewind Energy	60515 Clear Crossing 345kV or tap 60515 - 1421 WillowCr	Throckmorton	WEST	12/31/2021	WIN	WT	350	
20INR0126	Robles Solar	SS Completed, FIS Started, No IA	Cypress Creek Renewables	8283 Asherton 138kV	Dimmit	SOUTH	12/31/2020	SOL	PV	200	
20INR0128	EK Tipton Solar	SS Completed, FIS Started, No IA	Energie Kontor	6673 Musquiz 138kV	Reeves	WEST	12/31/2020	SOL	PV	101.63	
20INR0129	Foxtrot Wind	SS Completed, FIS Started, No IA	Lincoln Clean	Pawnee 345 kV bus 5725	Karnes	SOUTH	12/01/2020	WIN	WT	504	
20INR0130	Ramsey Solar	SS Completed, FIS Started, No IA	Hecate Energy	44200 Hillje 345kV	Wharton	SOUTH	06/01/2020	SOL	PV	514	
20INR0132	Altajac	SS Completed, FIS Started, No IA	Alta Power	3253 Jaxvlsw 138kV	Cherokee	NORTH	04/01/2021	GAS	GT	150	
20INR0133	Thickgrass Solar	SS Completed, FIS Started, No IA	Origis Energy	8115 Wadsworth 138kV OR loop into STP - Jones Creek 345-kV line	Matagorda	COASTAL	06/30/2020	SOL	PV	148.7	FIS Request
20INR0134	Half Moon Solar	SS Completed, FIS Started, No IA	Nextera	80355 Del Sol 345kV	Hidalgo	SOUTH	12/31/2020	SOL	PV	151.2	
20INR0135	Half Moon Battery	SS Completed, FIS Started, No IA	Nextera	80355 Del Sol 345kV	Hidalgo	SOUTH	12/31/2020	OTH	BA	30.2	
20INR0142	Ajax Wind	SS Completed, FIS Started, No IA	Lincoln Clean	345kV line RILEY 6101 - Bowman 1422	Wilbarger	WEST	12/01/2021	WIN	WT	630	
20INR0143	Soda Lake Solar 2	SS Completed, FIS Started, IA	Arrington Solar	Tap 138kV 6601 Rio Pecos - 60014 Spudder	Crane	WEST	12/31/2020	SOL	PV	200	
20INR0144	Longbow Storage	SS Completed, FIS Started, No IA	Cypress Creek Renewables	42870 Liverpool 138kV	Brazoria	COASTAL	03/01/2020	OTH	BA	35	
20INR0146	Angus Storage	SS Completed, FIS Started, No IA	Cypress Creek Renewables	tap 138kV 177 Bosque - 181 Cayote	Bosque	NORTH	08/31/2020	OTH	BA	63	
20INR0147	Stillwater Storage	SS Completed, FIS Started, No IA	Cypress Creek Renewables	tap 345kV 8905 N Edinb - 8455 Lon Hill	Nueces	COASTAL	08/31/2020	OTH	BA	72	
20INR0150	Robles Storage	SS Completed, FIS Started, No IA	Cypress Creek Renewables	8283 Asherton 138kV	Dimmit	SOUTH	12/31/2020	OTH	BA	100	
20INR0153	Tiger Wind	SS Completed, FIS Started, No IA	Nextera	68000 West Shackelford 345kV	Taylor	WEST	12/01/2020	WIN	WT	300	
20INR0155	Peyton Creek Wind II	SS Completed, FIS Started, No IA	Eon	42400 Refuge 345kV	Matagorda	COASTAL	12/01/2020	WIN	WT	242	MW Size FIS Request
20INR0157	Lacy Creek Wind Phase 1	SS Completed, FIS Started, No IA	Seventus	79565 Einstein 138kV	Glasscock	WEST	03/30/2020	WIN	WT	200	FIS Request
20INR0162	Diamondback Solar	SS Completed, FIS Started, No IA	Nextera	80355 Del Sol 345kV	Starr	SOUTH	12/31/2020	SOL	PV	201.6	
20INR0163	Sand Bluff Repower	SS Completed, FIS Started, No IA	Eon	1333 McDonald 138kV	Glasscock	WEST	06/30/2020	WIN	WT	7.4	
20INR0164	Neeley Solar	SS Completed, FIS Started, No IA	Belltown Power	tap 345kV 1907 Venus - 68090 Sam	Hill	NORTH	04/01/2021	SOL	PV	175	COD
20INR0202	Owens Solar	SS Completed, FIS Started, No IA	Belltown Power	tap 345kV Shackelford (#68000) to Navarro (#68091)	Bosque	NORTH	10/15/2020	SOL	PV	200	
20INR0204	Blue Bell Solar II	SS Completed, FIS Started, No IA	CAP RIDGE WIND IV LLC	76090 Divide 345kV	Sterling	WEST	07/31/2020	SOL	PV	101.25	
20INR0205	Roseland	SS Completed, FIS Started, No IA	Hecate Energy LLC	tap 345kV 3390 Jewett - 3399 Ratsnake	Falls	NORTH	06/01/2021	SOL	PV	500	
20INR0206	PES1	SS Completed, FIS Started, No IA	ProEnergy Services LLC	47150 H O Clarke 138kV	Harrison	EAST-SPP	06/01/2020	GAS	GT	484	
20INR0210	Hopkins	SS Completed, FIS Started, No IA	GSE Group LLC	tap 345kV 1685 Farmersvl - 1695 Moses	Hopkins	NORTH	11/01/2020	SOL	PV	320	FIS Request
20INR0211	Avocet	SS Completed, FIS Started, No IA	Alta Power Lufkin Acovet	tap 138kV 3324 Lufkin ET - 3335 Sheco	Angelina	NORTH	05/01/2020	GAS	GT	150	
20INR0213	Brushy Creek Solar	SS Completed, FIS Started, No IA	San Angelo Solar 1 LLC	6444 Red Creek 345kV	Tom Green	WEST	06/30/2020	SOL	PV	125	FIS Request
20INR0214	Noble Solar	SS Completed, FIS Started, No IA	Belltown Power Texas, LLC	1730 Krum 345kV	Denton	NORTH	12/01/2020	SOL	PV	300	
20INR0216	Starr Solar Ranch	SS Completed, FIS Started, No IA	Starr Solar Ranch LLC	8795 Roma 138kV	Starr	SOUTH	10/01/2020	SOL	PV	135.99	
20INR0219	Eunice Solar	SS Completed, FIS Started, No IA	2W Permian Solar LLC	tap 345kV 79650 Clearfork - 79630 Telephone Rd	Andrews	WEST	12/31/2020	SOL	PV	403.8	
20INR0220	Eunice Storage	SS Completed, FIS Started, No IA	2W Permian Solar LLC	tap 345kV 79650 Clearfork - 79630 Telephone Rd	Andrews	WEST	12/31/2020	OTH	BA	40.26	
20INR0221	Braes Power Plant	SS Completed, FIS Started, No IA	ProEnergy Services LLC	44650 Smithers 345kV	Fort Bend	HOUSTON	06/01/2020	GAS	GT	484	
20INR0222	Tyson Nick Solar	SS Completed, FIS Started, No IA	Tyson Nick Solar Project, LLC	1700 Toco 138kV	Lamar	NORTH	05/01/2021	SOL	PV	90	COD
20INR0224	Ponta Power Plant	SS Completed, FIS Started, No IA	Pro Energy Services LLC	3109 Stryker Creek 345kV	Cherokee	NORTH	06/01/2020	GAS	GT	484	
20INR0225	Sugarland Power Plant	SS Started, FIS Started, No IA	ProEnergy Services LLC	44390 Karsten 138kV	Brazoria	COASTAL	06/01/2021	GAS	GT	484	MW Size
20INR0226	Timberwolf POI A	SS Completed, FIS Started, No IA	Solar Prime LLC	76635 King Mt 138kV	Upton	WEST	06/03/2020	SOL	PV	70	
20INR0230	Markum Solar	SS Completed, FIS Started, No IA	Glory Leasing	177 Bosque 138kV	McLennan	NORTH	05/01/2021	SOL	PV	134.89	
20INR0231	Topaz Power Plant	SS Started, FIS Started, No IA	ProEnergy Services LLC	38500 GAF TNP 138kV	Galveston	HOUSTON	06/01/2020	GAS	GT	605	
20INR0233	Impala Flats Wind	SS Started, FIS Started, No IA	Antelope Flats Wind, LLC	79641 Farmland 345kV	Lynn	WEST	11/01/2020	WIN	WT	282	

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– Throckmorton Collegiate ISD – Azure Sky Wind Project, LLC App. #1487 –

Comptroller Questions (via email on May 1, 2020):

1) Is this project known by any specific names not otherwise mentioned in this application?
2) Please also list any other names by which this project may have been known in the past--in media reports, investor presentations, or any listings with any federal or state agency.
3) Has this project applied to ERCOT at this time? If so, please provide the project's INR number and when was it assigned.

Consultant Response (via email on May 1, 2020):

1) *The only other name would be the name ERCOT assigns generating projects. Vortex Wind - 20INR0120.*
2) *Same. Vortex Wind - 20INR0120.*
3) *Vortex Wind - 20INR0120 02/28/2019.*

Comptroller Follow-up Questions (via email on May 4, 2020):

1) I referred back to the March 2019 Monthly Generator Interconnection Status Report released on April 1, 2019. It showed two references of Azure Sky Wind as shown below. It appears that INR #20INR0120 was previously known as Azure Sky Wind 2 – is that correct? I'm assuming the wind project had planned to be built in two phases. Looking at additional monthly reports Azure Sky Wind 1 fell off later in 2019.

22	20INR0118	Merfield Solar	SS Completed, FIS Started, No IA	Bellown Power	tap 69kV 3523 Hillsboro - 3543 Mertens or tap 345kV 1906 Venus Hill		NORTH	12/01/2020	SOL	PV	80
23	**20INR0119**	**Azure Sky Wind 1**	SS Completed, FIS Started, No IA	Tradewind Energy	60515 Clear Crossing 345kV or tap 60515 - 1421 WillowCr	Throckmorton	WEST	09/30/2020	WIN	WT	350
24	**20INR0120**	**Azure Sky Wind 2**	SS Completed, FIS Started, No IA	Tradewind Energy	60515 Clear Crossing 345kV or tap 60515 - 1421 WillowCr	Throckmorton	WEST	12/31/2021	WIN	WT	350
25	20INR0126	Robles Solar	SS Completed, FIS Started, No IA	Cypress Creek Renewa	8283 Ashcrton 138kV	Dimmit	SOUTH	12/31/2020	SOL	PV	200

Applicant Response (via email on May 4, 2020):

1) *20INR0120 was previously known as Azure Sky Wind 2. Since ERCOT used to allow primary and secondary POI options for one filing, both were filed with options for both POIs. 20INR0119 was withdrawn for the Clear Crossing POI, so now we just have Vortex on the Oncor t-line from Clear Crossing to Willow Creek.*

Findings and Order of the Throckmorton Collegiate Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Azure Sky Wind Project, LLC (Tax ID #32067155575) (Application #1487)

EXHIBIT B

Summary of Financial Impact on
Throckmorton Collegiate Independent School District
Prepared by Education Service Center, Region 12

SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED AZURE SKY WIND PROJECT, LLC. PROJECT (APPLICATION #1487) ON THE FINANCES OF THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT UNDER A REQUESTED CHAPTER 313 APPRAISED VALUE LIMITATION

PREPARED BY

EDUCATION SERVICE CENTER, REGION 12

JUNE 30, 2020

Introduction

Azure Sky Wind Project, LLC ("Azure Sky" or "Company") has submitted an application to the Throckmorton Collegiate Independent School District ("TCISD" or "District") requesting a property value limitation on a proposed project, located within the school district boundaries, under Chapter 313 of the Texas Tax Code. The proposed project is a wind powered electric generating facility in Throckmorton County, TX. The company estimates that the total investment in this project will be in excess of $300 million.

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

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

Revenue Protection Payment to Throckmorton CISD -	$2,998,666
Supplemental Payments to Throckmorton CISD -	$700,000
Total Revenue to Throckmorton CISD	$3,698,666
Total Tax Savings to Company after all Payments -	$16,886,139

School Finance Mechanics

The Texas system of public-school funding is based on the ad valorem property tax. Schools levy a tax rate for maintenance and operation (M&O) and interest and sinking (I&S) against a current year tax roll. As a result of House Bill 3, as passed by the 86th Texas Legislature, signed into law, and effective in relevant part, on September 1, 2019, State funding is calculated using current year property value, which is a significant change from prior law which has relied on prior year values as certified by the Comptroller's Property Tax Division (CPTD), since 1993. However, for the purposes of districts with Tax Code Chapter 313 agreements and in accordance with Sec. 48.256 – LOCAL SHARE OF PROGRAM COST (TIER I), Subsection d - *A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year*.

Texas school districts are funded by some combination of local ad valorem property taxes and state aid. Most of the money that a school district generates through the funding formulas is generated in Tier 1. Local M&O collections at the compressed tax rate generate Tier I funding. In 2019-20, a school district's Tier I revenue is the greater of the adjusted minimum target revenue amount or the state share of Tier 1 plus local M&O collections at the compressed rate. The Tier 1 formulas start with a Basic Allotment per student of $6,160. Funding calculations use the number of students in average daily attendance, the number of students who participate in categorical/special programs, and adjustments for size, sparsity, and location determine a Total Cost of Tier 1. A Local Fund Assignment is determined by multiplying the district's compressed tax rate by the current year property value. This formula determines the local ad valorem property taxes the district must collect in order to satisfy the district's share of the Tier 1 cost. School districts that are relatively property wealthy per student fund most of the Total Cost of Tier 1 with local property taxes, while school districts that are relatively property poor per student receive most of the Total Cost of Tier 1 from state aid.

Throckmorton CISD is a relatively property wealthy district per student and so most of its M&O revenue is generated from local ad valorem property taxes. In attempting to provide some degree of funding equity among school districts, the formulas provide guaranteed yields for both Tier I (formula funding) and for Tier II (enrichment). For those districts that generate local revenue in excess of entitlement amounts, the excess revenue is recaptured. Under prior law, recapture was a function of excess property wealth per weighted student. The system continues to rely on both golden (greater of 96th percentile of wealth up to 160% of basic allotment) and copper (equalized up to $49.28/WADA) enrichment pennies (Tier II tax rate). Under HB 3, districts can access up to 8 golden pennies. Copper pennies will be compressed in manner that generates the same revenue for the compressed number of pennies as were taxed under old law.

TCISD currently has property wealth per weighted ADA that is less than the second equalized wealth level at $553,973 per weighted ADA. Under prior law, TCISD was considered a Chapter 41 district and would have paid recapture. The implementation of HB 3, is not expected to alter Throckmorton's status in terms of being required to pay recapture. Azure Sky is requesting that the value of the wind powered electric generating facility be limited to $20,000,000 in years one through ten of the agreement, corresponding to the 2022-23 school year through the 2031-32 school year. The full value of the project would be subject to interest and sinking (I&S) taxes levied by Throckmorton CISD in all years of the agreement.

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on TCISD's future revenue is critical information that will be very useful to the district when making the decision to grant the limitation and for the district's long range financial planning process. Analysis for this application covers the 2021-22 through the 2036-37 school years.

The Revenue Protection Clause of the proposed agreement calls for the school district to be held harmless against any potential state and local maintenance and operation revenue losses as a result of the value limitation agreement. Revenue protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time in years one through ten of the agreement. This stipulation is a statutory requirement under Section 313.027 of the Tax Code.

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

To isolate the impact of the value limitation on the District's finances over this 16 year agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that were projected to exist in the 2019-20 school year. An ADA of 139.393, a WADA of 265.256 and a 2019 M&O tax rate of $1.17, compressed to $1.06835 under HB 3, were used for each year of the forecast. A tax collection rate of 100% is assumed in all of the calculations used in this analysis. The preliminary 2019 CPTD value was used in the place of current year certified values. This value was used as the basis for subsequent current year (CAD) values in this report. The final 2018 T1, T2, T3 and T4 Comptroller Property Tax Division (CPTD) values, certified to school districts in late July, 2019, were used as a basis for predicting prior year (CPTD) values for each of the agreement years.

Table 1 Base District Information Throckmorton CISD with Azure Sky Wind Project, LLC							
Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	CAD Value No Limit	CAD Value with Limitation
QTP1	2021-22	139	265	$1.0684	$0.0000	$146,944,701	$146,944,701
QTP2/L1	2022-23	139	265	$1.0684	$0.0000	$447,626,701	$166,944,701
L2	2023-24	139	265	$1.0684	$0.0000	$423,599,091	$166,944,701
L3	2024-25	139	265	$1.0684	$0.0000	$401,493,020	$166,944,701
L4	2025-26	139	265	$1.0684	$0.0000	$381,154,769	$166,944,701
L5	2026-27	139	265	$1.0684	$0.0000	$362,442,946	$166,944,701
L6	2027-28	139	265	$1.0684	$0.0000	$345,227,441	$166,944,701
L7	2028-29	139	265	$1.0684	$0.0000	$329,388,571	$166,944,701
L8	2029-30	139	265	$1.0684	$0.0000	$314,816,217	$166,944,701
L9	2030-31	139	265	$1.0684	$0.0000	$301,409,070	$166,944,701
L10	2031-32	139	265	$1.0684	$0.0000	$289,073,934	$166,944,701
MVP1	2032-33	139	265	$1.0684	$0.0000	$277,725,059	$277,725,059
MVP2	2033-34	139	265	$1.0684	$0.0000	$267,283,554	$267,283,554
MVP3	2034-35	139	265	$1.0684	$0.0000	$257,676,849	$257,676,849
MVP4	2035-36	139	265	$1.0684	$0.0000	$248,838,168	$248,838,168
MVP5	2036-37	139	265	$1.0684	$0.0000	$240,706,089	$240,706,089

The proposed agreement calls for Throckmorton CISD to be held harmless against potential state and local revenue losses that might occur as a result of the value limitation being in effect for any given year of the agreement. In order to predict when and if these revenue losses may occur, a state and local revenue projection for the 2019-2020 school year was completed to serve as base line data and is displayed in **Table 2**. In any year of the limitation period where total state and or local funding with the full project value exceeds the total state and local funding produced when the limited value is used, a Revenue Protection Payment is indicated for that year. The results of these calculations are illustrated in Table 3.

Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation revenue was estimated for each year of the agreement. **Table 3**, which summarizes the difference between the two models, indicates that there will be a total revenue loss of $2.999 million over the course of the agreement. The revenue loss by the district, due to the agreement, is estimated to be mostly in the first year of the value limitation period.

Table 2	Throckmorton CISD 2019-2020 Projected Summary of Finances	
Funding Elements		
Students		
	Refined Average Daily Attendance (ADA)	139.393
	Weighted ADA (WADA)	265.256
Property Values		
	2019 (current tax year) Locally Certified Property Value	$146,944,701
	2018 (prior tax year) Adjusted State Certified Property Value	$130,932,551
Tax Rates and Collections		
	2018 M&O Tax Rate	1.1700
	2019 M&O Tax Rate	1.0683
	Maximum Compressed Tax Rate	0.9300
	2019-2020 M&O Tax Collections	$1,569,810
	2019 I&S Tax Rate	0.0000
	2019-2020 I&S Tax Collections	$0
	2019-2020 Total Tax Collections	$1,569,810
	2019-2020 Total Tax Levy	$1,601,206
Funding Components		
	District Basic Allotment	$6,160
	Available School Fund (ASF) ADA	$135
	Per Capita Rate	$319.713
Tier I Funding		
	Total Cost of Tier I	$1,734,097
	Less Local Fund Assignment	($1,366,586)
	State Share of Tier I	$324,318
	Per Capita Distribution from Available School Fund (ASF)	($43,193)
Foundation School Program (FSP) State Funding		
	FSP State Share of Tier One	$324,318
	Tier Two	$98,732
	Other Programs	$48,937
	Total FSP Operations Funding	$471,987
State Aid Summary		
M&O State Aid		
	Foundation School Fund (FSP)	$471,987
	Available School Fund (ASF)	$43,193
I&S State Aid		
	Existing Debt Allotment (EDA)	$0
	Instructional Facilities Allotment (IFA) (Bond)	$0
	Instructional Facilities Allotment (IFA) (Lease-Purchase)	$0
	Additional State Aid for Homestead Exemption (ASAHE) for Facilities	$0
	TOTAL FSP/ASF STATE AID	**$515,180**
Local Revenue in Excess of Entitlement		**($6,270)**

Financial Impact on the Taxpayer

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the project to be limited to $20 million starting in school year 2022-23 and remaining limited through school year 2031-32. The potential gross and net tax savings to Azure Sky are shown in Table 3. As stated earlier, an M&O tax rate of $1.06835 and a collection rate of 100% is used throughout the calculations in this report. Table 3 shows gross tax savings due to the limitation of $20.58 million over the length of the contract. Net tax savings are estimated to be $17.59 million. To estimate supplemental payments to the school district of $100 per ADA, a growth model was applied to the base ADA of 139.393, which was the projected ADA for TCISD for the 2019-20 school year. Chapter 313 allows for a $50,000 minimum annual supplemental payment for districts that have less than 500 ADA.

Facilities Funding Impact on the District

Reports submitted by Azure Sky show the full value of the property being depreciated over time. Even so, the full value of the project will be available to the district for I&S taxes and will enhance the district's ability to service current and future debt obligations. While the project is expected to provide additional employment opportunities in the area, the impact on student enrollment is predicted to be minimal.

Conclusion

The Azure Sky project proposed in this application will benefit the community, the district, TCISD, and the taxpayer, Azure Sky. The community will receive economic development, the taxpayer will enjoy savings on property taxes and the district will be held harmless from revenue loss due to the provisions of the agreement. The district will also enjoy an increased value available for I&S tax collections dedicated to debt service that can be leveraged to provide first class facilities for faculty and students.

Remember that the Texas Legislature could take additional action that could potentially change the impact of this agreement on the finances of Throckmorton CISD and result in estimates that differ significantly from the estimates presented in this analysis. Some of the factors that could significantly change these estimates are legislative or administrative changes by the Texas Legislature, the Texas Education Agency or the Comptroller of Public Accounts. Those changes could contain changes to the school finance formulas, property value appraisals and tax exemptions. Other factors which could change, and will impact the estimates of this agreement, include changes to property values, district tax rates and student enrollment.

Table 3 Estimated Financial Impact
Throckmorton CISD and Azure Sky Wind Project, LLC Agreement #1487

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit $100 per ADA	Company Tax Benefit
QTP1	2021-22	$0	$0	$0	1.0684	$0	$0	$0	$0	$0	$0	$50,000	-$50,000
QTP2/L1	2022-23	$300,682,000	$20,000,000	$280,682,000	1.0684	$3,212,336	$213,670	$2,998,666	$2,998,666	-$2,998,666	$0	$50,000	-$50,000
L2	2023-24	$276,654,390	$20,000,000	$256,654,390	1.0684	$2,955,637	$213,670	$2,741,967	$2,741,967	$0	$2,741,967	$50,000	$2,691,967
L3	2024-25	$254,548,319	$20,000,000	$234,548,319	1.0684	$2,719,467	$213,670	$2,505,797	$2,505,797	$0	$2,505,797	$50,000	$2,455,797
L4	2025-26	$234,210,068	$20,000,000	$214,210,068	1.0684	$2,502,183	$213,670	$2,288,513	$2,288,513	$0	$2,288,513	$50,000	$2,238,513
L5	2026-27	$215,498,245	$20,000,000	$195,498,245	1.0684	$2,302,276	$213,670	$2,088,606	$2,088,606	$0	$2,088,606	$50,000	$2,038,606
L6	2027-28	$198,282,740	$20,000,000	$178,282,740	1.0684	$2,118,354	$213,670	$1,904,684	$1,904,684	$0	$1,904,684	$50,000	$1,854,684
L7	2028-29	$182,443,870	$20,000,000	$162,443,870	1.0684	$1,949,139	$213,670	$1,735,469	$1,735,469	$0	$1,735,469	$50,000	$1,685,469
L8	2029-30	$167,871,516	$20,000,000	$147,871,516	1.0684	$1,793,455	$213,670	$1,579,785	$1,579,785	$0	$1,579,785	$50,000	$1,529,785
L9	2030-31	$154,464,369	$20,000,000	$134,464,369	1.0684	$1,650,220	$213,670	$1,436,550	$1,436,550	$0	$1,436,550	$50,000	$1,386,550
L10	2031-32	$142,129,233	$20,000,000	$122,129,233	1.0684	$1,518,438	$213,670	$1,304,768	$1,304,768	$0	$1,304,768	$50,000	$1,254,768
MVP1	2032-33	$130,780,358	$130,780,358	$0	1.0684	$1,397,192	$1,397,192	$0	$0	$0	$0	$50,000	-$50,000
MVP2	2033-34	$120,338,853	$120,338,853	$0	1.0684	$1,285,640	$1,285,640	$0	$0	$0	$0	$50,000	-$50,000
MVP3	2034-35	$110,732,148	$110,732,148	$0	1.0684	$1,183,007	$1,183,007	$0	$0	$0	$0	$50,000	-$50,000
MVP4	2035-36	$101,893,467	$101,893,467	$0	1.0684	$1,088,579	$1,088,579	$0	$0	$0	$0	$0	$0
MVP5	2036-37	$93,761,388	$93,761,388	$0	1.0684	$1,001,700	$1,001,700	$0	$0	$0	$0	$0	$0
TOTALS						**$28,677,623**	**$8,092,818**	**$20,584,805**	**$20,584,805**	**-$2,998,666**	**$17,586,139**	**$700,000**	**$16,886,139**

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

Findings and Order of the Throckmorton Collegiate Independent School District
Board of Trustees under the Texas Economic Development Act on the Application Submitted by
Azure Sky Wind Project, LLC (Tax ID #32067155575) (Application #1487)

EXHIBIT C

Proposed Agreement between
Throckmorton Collegiate Independent School District
and Azure Sky Wind Project, LLC

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

August 25, 2020

Dr. Michelle Cline
Superintendent
Throckmorton Collegiate Independent School District
210 College St.
Throckmorton, Texas 76483

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Throckmorton Collegiate Independent School District and Azure Sky Wind Project, LLC, Application 1487

Dear Superintendent Cline:

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 Throckmorton Collegiate Independent School District and Azure Sky Wind Project, 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 Michelle Luera with our office. She can be reached by email at michelle.luera@cpa.texas.gov or by phone at 1-800-531-5441, ext. 3-6053, or at 512-463-6053.

Sincerely,

DocuSigned by:
Will Counihan
45D47260A6AB46C...

Will Counihan
Director
Data Analysis & Transparency Division

cc: Rick Lambert, Powell, Youngblood & Taylor, LLC
Benjamin Branch, Enel Green Power North America, Inc
Clark Bixler, Tradewind Energy, Inc.
Wes Jackson, Cummings Westlake LLC

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

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by and between

THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT

and

AZURE SKY WIND PROJECT, LLC

(Texas Taxpayer ID #32067155575)

Comptroller Application #1487

Dated

August 26, 2020

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

STATE OF TEXAS §
COUNTY OF THROCKMORTON §

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 **THROCKMORTON COLLEGIATE INDEPENDENT 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 **AZURE SKY WIND PROJECT, LLC,** Texas Taxpayer Identification Number 32067155575 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 March 30, 2020, the Superintendent of Schools of the Throckmorton Collegiate 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 March 30, 2020, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCGB (Local), and agreed to consider the Application;

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

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and May 22, 2020 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 Throckmorton County Appraisal District established in Throckmorton County, Texas (the "Throckmorton 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 June 17, 2020, 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 August 26, 2020, 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 August 26, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on August 26, 2020, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on August 25, 2020, 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 August 26, 2020, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I
DEFINITIONS

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

"*Act*" means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS

TAX CODE, as amended.

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

"*Applicant*" means Azure Sky Wind Project, LLC, Texas Taxpayer ID #32067155575, 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 March 30, 2020. 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 Throckmorton County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Throckmorton Collegiate 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 Throckmorton County, Texas.

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

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

"*Force Majeure*" means acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

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

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

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

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

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

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

"*Qualified Property*" has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

"*Qualifying Time Period*" means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller's Rules, and this Agreement.

"*State*" means the State of Texas.

"*Supplemental Payment*" means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

"*Tax Limitation Amount*" means the maximum amount which may be placed as the Appraised Value on the Applicant's Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"*Tax Limitation Period*" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"*Tax Year*" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

"*Taxable Value*" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"*Applicable School Finance Law*" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the Texas Government Code applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable rule and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term includes any and all amendments or successor statutes that may be adopted in the future that could impact

or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the Applicable School Finance Law shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

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

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

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

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

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

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is May 22, 2020, 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 August 26, 2020.

C. The Qualifying Time Period for this Agreement:

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

ii. Ends on December 31, 2022, which is the last day of 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, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and

ii. Ends on December 31,2031 which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.

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

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

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

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

B. Twenty Million Dollars ($20,000,000) based on Section 313.054 of the TEXAS TAX CODE

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

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

A. have completed the Applicant's Qualified Investment in the amount of Ten Million Dollars ($10,000,000) during the Qualifying Time Period;

B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and

C. pay an average weekly wage of at least $579.00 for all New Non-Qualifying Jobs created by the Applicant.

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

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

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

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

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

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

ARTICLE III
QUALIFIED PROPERTY

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

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

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and

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

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

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

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

The Parties hereto expressly understand and agree that, for all Tax Years to which this Agreement may apply, the calculation of negative financial consequences will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may well periodically change in accordance with changes made from time to time in the Applicable School Finance Law. The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are: (i) for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement; (ii) are based upon current School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any

time; and (iii) may change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2. CALCULATING LOST M&O REVENUE. The amount to be paid by Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, or for which this Agreement was the producing cause or substantial factor for each year starting in the first year of the Tax Limitation Period and ending on December 31st of the last year of the Tax Limitation Period, (the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

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

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

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

ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).

iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.

iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection ii of this Subsection B will reflect the Tax Limitation Amount for such year.

v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operations Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY. All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not be unreasonably withheld.

Section 4.4. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from

time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below. In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article IV of this agreement shall be recalculated by the Third Party at Applicant's sole expense using the revised property values.

If as a result of an appeal or for any other reason, the Taxable Value of 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 amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her, or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE. Notwithstanding any other provision in this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because

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

Section 4.8. PAYMENT BY APPLICANT. Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. Notwithstanding the foregoing, 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 to the Third-Party and the District's attorneys, auditors, and financial consultants under this Section 4.8 and Section 4.7, above, in excess of (i) Fifteen Thousand Dollars ($15,000.00) for any Tax Year during the Tax Limitation Period and (ii) Seven Thousand Five Hundred Dollars ($7,500.00) for any Tax Year not included in the Tax Limitation Period and for which Comptroller Biennial reports are not required.

Section 4.9. DISPUTE RESOLUTION PERTAINING TO THIRD PARTY CALCULATIONS. Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may dispute the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's dispute in writing, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may further dispute the final determination, in writing, of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations from the Third Party. Applicant shall be responsible for ensuring timely submission of all payments calculated under Article IV by the Third Party owed to the District even if Applicant disputes the Third-Party calculations and is appealing the Third Party's determination. Any overage in payment as determined by the Third Party and/or Board of Trustees, if any, shall be reimbursed to the Applicant, within 30 days, upon resolution of the dispute. Any dispute by the Applicant of the final determination of calculations shall in no way limit the

Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. 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 commencement of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. In such event, any payment due from the Applicant to the District under Articles IV, V, and VI of this Agreement shall be due to the District within thirty (30) days after it delivers its termination election. Any termination of this Agreement under the foregoing provision of this Section 4.10 shall be effective immediately.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES. In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, the Applicant on an annual basis shall also indemnify and reimburse the District for the following: all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses arising out of, through and from, the execution of this Agreement and/or related to this project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment caused directly by such project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS. In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31st of the year following that in which such Supplemental Payment accrued.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed

for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars ($100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars ($50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of $50,000 or $100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance for the previous school year. Failure to pay such Supplemental Payments shall constitute Material Breach of this Agreement, as set forth more fully herein at Article IX.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT. The District shall receive Supplemental Payments on the dates set forth in the following schedule.

Agreement Year	School Year	Tax Year	Payment Due Date	Supplemental Payment
QTP1	2021 – 2022	2021	January 31, 2022	$ 50,000.00
QTP2/L1	2022 – 2023	2022	January 31, 2023	$ 50,000.00
L2	2023 – 2024	2023	January 31, 2024	$ 50,000.00
L3	2024 – 2025	2024	January 31, 2025	$ 50,000.00
L4	2025 – 2026	2025	January 31, 2026	$ 50,000.00
L5	2026 – 2027	2026	January 31, 2027	$ 50,000.00
L6	2027 – 2028	2027	January 31, 2028	$ 50,000.00
L7	2028 – 2029	2028	January 31, 2029	$ 50,000.00
L8	2029 – 2030	2029	January 31, 2030	$ 50,000.00
L9	2030 – 2031	2030	January 31, 2031	$ 50,000.00
L10	2031 – 2032	2031	January 31, 2032	$ 50,000.00
MVP1	2032 – 2033	2032	January 31, 2033	$ 50,000.00
MVP2	2033 – 2034	2033	January 31, 2034	$ 50,000.00
MVP3	2034 – 2035	2034	December 31, 2034	$ 50,000.00

Applicant expressly agrees and warrants that Applicant will be obligated to have made Supplemental payments to the District in an amount equal to Fifty Thousand Dollars ($50,000.00) per year for each Tax Year of this Agreement beginning with Tax Year 2021 and ending with Tax Year 2034. Failure to make such payments shall be treated as a Material Breach of the Agreement and be subject to the provisions of Article IX, below.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate, 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 ninety-six (96) 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 sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within 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 Throckmorton 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 Throckmorton County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS

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

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

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.1 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 Ten Million Dollars ($10,000,000.00) of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS. Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

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

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

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

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

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

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.*, by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

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

Dr. Michelle Cline
Superintendent of Schools
Throckmorton Collegiate ISD
210 College Street
Throckmorton, Texas 76483
Phone: (940) 849-2411
Fax: (940) 849-3345
Email: cline@throck.org

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

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

Mr. Benjamin Branch
Director, Business Development
Enel Green Power North America
100 Brickstone Sq., Suite 300
Andover, Massachusetts 01810
Phone: (978) 681-1900
Email: Conor.Branch@enel.com

With Copy To:
Mr. Clark Bixler
Development Manager
Tradewind Energy
16105 W. 113st St., Suite 105
Lenexa, Kansas 66219
Phone: (913) 953-5255
Email: Clark.Bixler@enel.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.

Section10.3. ASSIGNMENT.

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

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

C. In the event of an assignment to a creditor, the Applicant must notify the District and

the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

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

Section 10.5. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Throckmorton 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 and Comptroller's office 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 26th day of August, 2020.

AZURE SKY WIND PROJECT, LLC

By: _____
Benjamin Branch
Authorized Representative

THROCKMORTON COLLEGIATE INDEPENDENT SCHOOL DISTRICT

By: _____
Kathy Thorp
Board President

ATTEST:

By: _____
Gus Dormier
Vice President, Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

Exhibit A to Order Designating Throckmorton Reinvestment Zone 2020-1
Page 1 of 3 pages for Exhibit A

Acreage	Survey Nos - All in BBB&C RR Co Survey unless otherwise indicated	Abstract Nos.	Block/Section Nos.
160	128	1068	
160	220	1228	
3,640	W41		126
			127
			128
			157
			158
			159
80	99	123	
160	220	1228	
120	227	137	
160	228	1125	
480	228	1125	
551.57		88	129
160		1068	128
320		1032	156
320	222	1135	
614.69	221	134	
640	245	125	
320	200		
560	246	1345	
	246	1194	
80		1194	246
162.812	189	118	
477.188	189	118	
640	260	1130	
640	244	1131	
200	261	154	
430	261	154	
640	201	124	
960	203	125	
	204	1370	
640	215	131	
640	217	132	
461	229	138	
640	216	1375	
638.18	218	1372	
	218	1028	
640	202	1027	
80	230	1023	
550		145	243
488	259	153	

Exhibit A to Order Designating Throckmorton Reinvestment Zone 2020-1
Page 2 of 3 pages for Exhibit A

Acreage	Survey Nos - All in BBB&C RR Co Survey unless otherwise indicated	Abstract Nos.	Block/Section Nos.
	276	958	
	287	167	
	287	276	
112	230	1023	
5709	125	86	
	161	104	
	163	105	
	T.& N. O.R.R. Company # 1	256	
	194	882	
	160	883	
	16	969	
	T.& N. O.R.R. Company# 2	1003	
	124	1005	
	160	1036	
	C.I.R. # 131	1041	
	C.I.R. # 118	1117	
	C.I.R. # 69	1196	
	B.F. Reynolds	1405	
	John T. Davis	1453	
	194	1192	
	195	121	
	163	105	
6,072	165	106	
	167	107	
	191	119	
	197	122	
	199	123	
	223	135	
	190	1025	
	156	1032	
	158	1033	
	222	1135	
	196	1193	
	198	1227	
	192	1229	
177		138	229
320	214	1186	
13,889			181
			182
			183
			184
			185

Acreage	Survey Nos - All in BBB&C RR Co Survey unless otherwise indicated	Abstract Nos.	Block/Section Nos.
	205	126	
	207	127	
	209	128	
	211	129	
	213	130	
	235	141	
	237	142	
	239	143	
	265	156	
	267	157	
	Harry C. Eagle # 204	860	
	Bud Holland # 186	895	
	W.P. Trant # 238	913	
	212	950	
	208	992	
	L.M. & C.W. Holstein # 208	995	
	L. Rhomberg # 210	1015	
	Joel Butler # 236	1137	
	Joel Butler # 240	1138	
	Joel Butler # 266	1139	
	M.Z. Hankins # 206	1187	
	L.M. & C.W. Holstein # 208	1224	
320	219	133	
500	231	139	
160	230	1023	
297.4	259	153	
293.31	259	153	
343	193	120	
	192	1229	
910	166	1096	
	157	102	
930	159	1033	
	164	106	
240	225	136	
320	227	137	

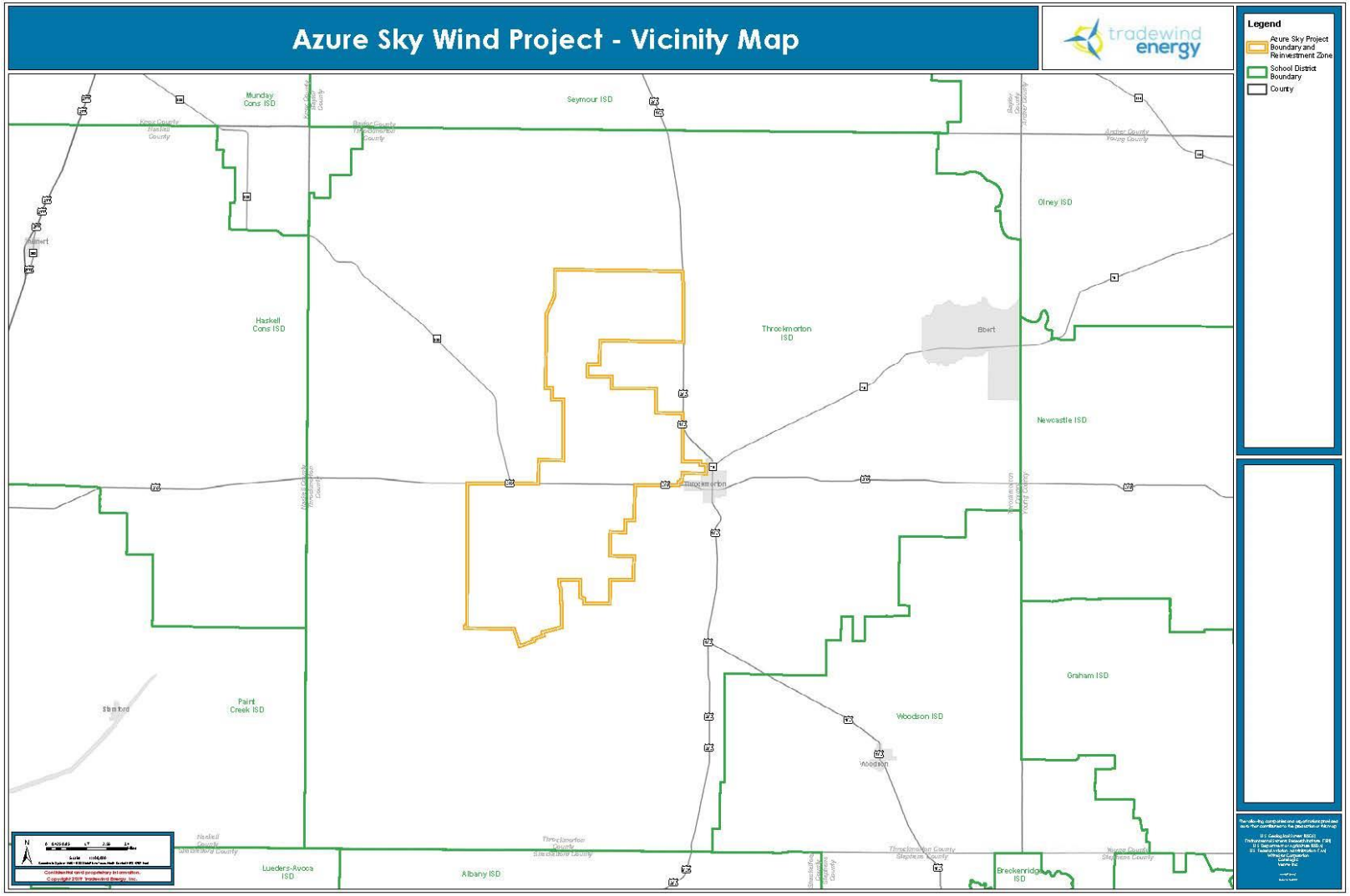
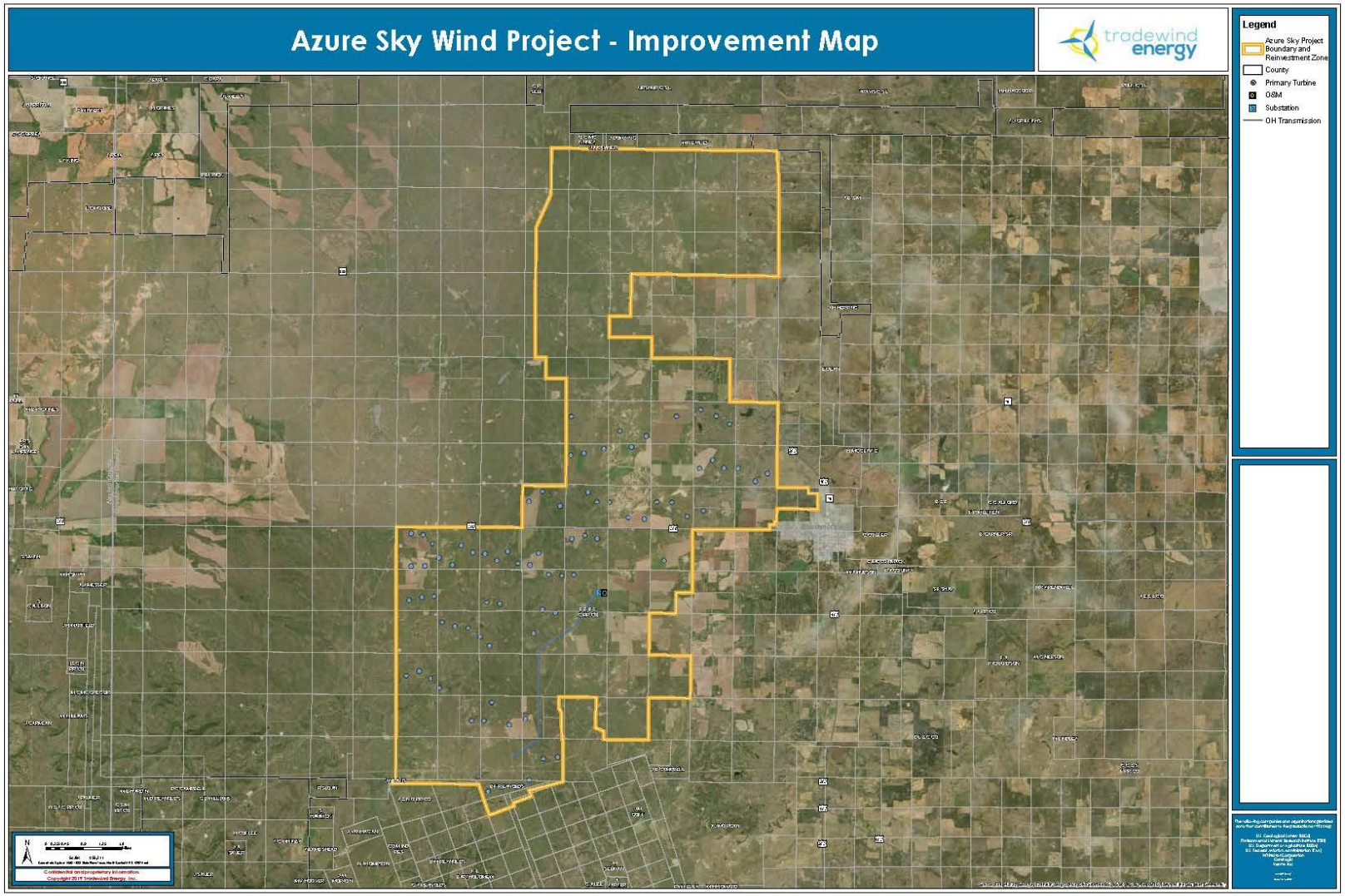

Azure Sky Wind Project - Vicinity Map
tradewind energy
Legend
Azure Sky Project Boundary and Reinvestment Zone
School District Boundary
County
Munday Cons ISD
Seymour ISD
Olney ISD
Haskell Cons ISD
Throckmorton ISD
Ebert
Newcastle ISD
Throckmorton
Graham ISD
Paint Creek ISD
Woodson ISD
Lueders-Avoca ISD
Albany ISD
Breckenridge ISD

EXHIBIT 1


Azure Sky Wind Project - Improvement Map
tradewind energy
Legend
Azure Sky Project Boundary and Reinvestment Zone
County
Primary Turbine
O&M
Substation
OH Transmission

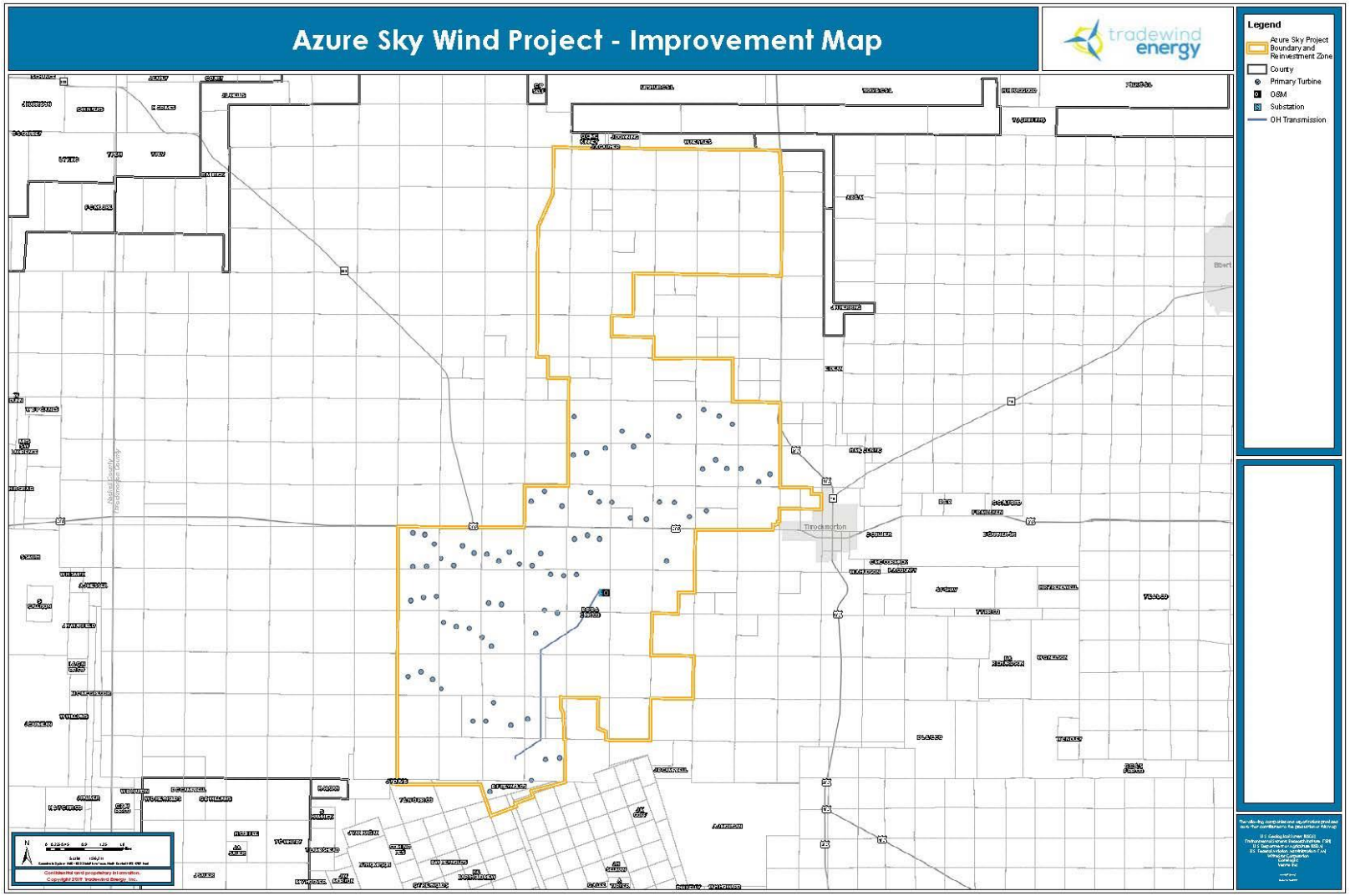

Azure Sky Wind Project - Improvement Map
tradewind energy
Legend
Azure Sky Project Boundary and Reinvestment Zone
County
Primary Turbine
O&M
Substation
OH Transmission
Throckmorton
Confidential and proprietary information.
Copyright 2019 Tradewind Energy, Inc.

EXHIBIT 1

EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND

Not Applicable.

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

Azure Sky Wind Project, LLC plans to construct a 348 MW wind farm in Throckmorton County.

This application covers all qualified property within Throckmorton Collegiate ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. Three hundred and forty-eight megawatts (348 MW) will be located in Throckmorton Collegiate ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 65 of the 4.8 MW Nordex turbines and 15 of the 2.415 MW turbines manufactured by Siemens/Gamesa.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, met towers, roads, and control systems necessary for commercial generation of electricity.

NOTE: The maps below shows the potential locations of 80 of the wind turbines, an O&M building and a collector substation within Throckmorton Collegiate ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

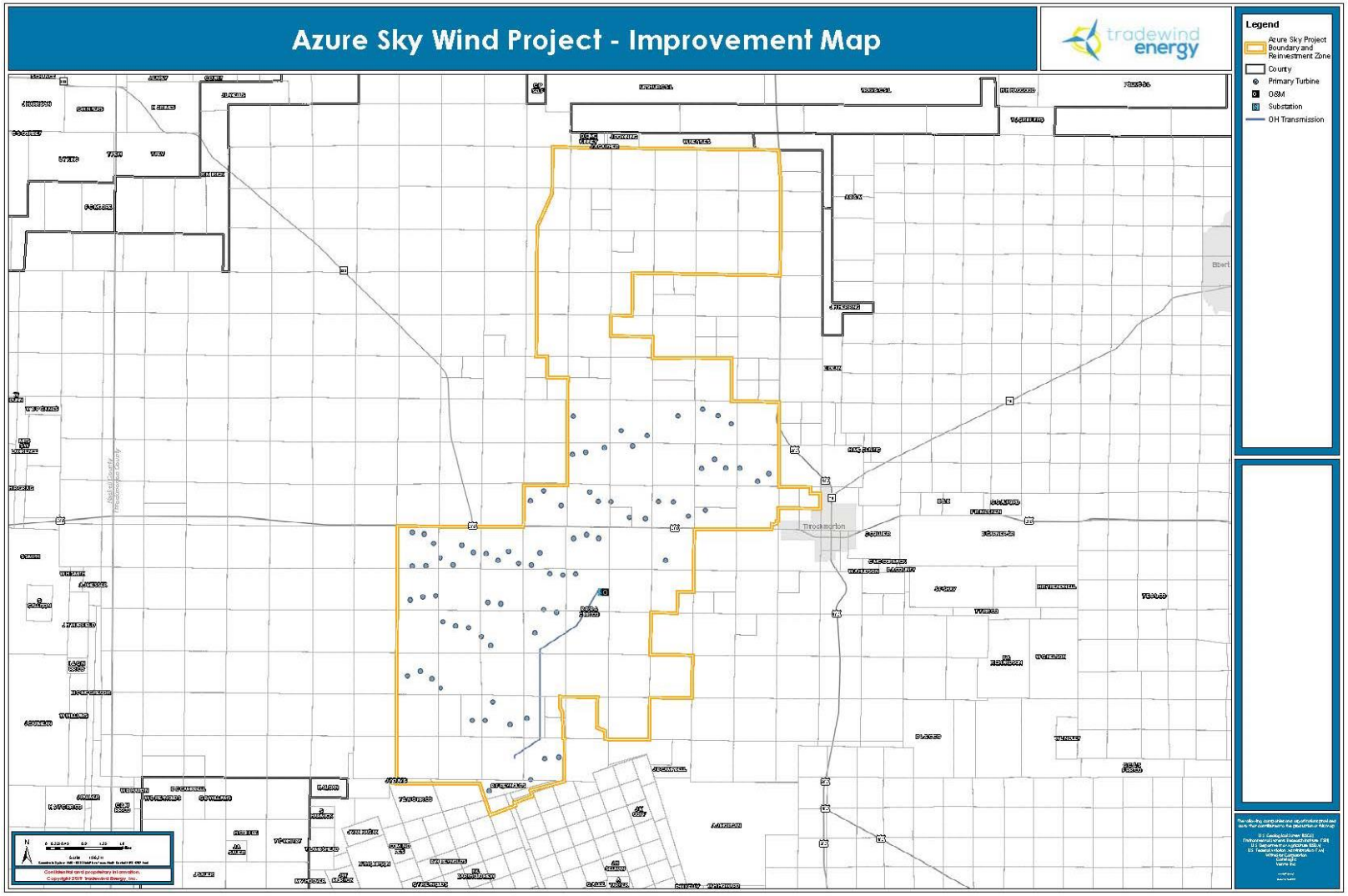

Azure Sky Wind Project - Improvement Map
tradewind energy
Legend
Azure Sky Project Boundary and Reinvestment Zone
County
Primary Turbine
O&M
Substation
OH Transmission
Throckmorton

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Azure Sky Wind Project, LLC plans to construct a 348 MW wind farm in Throckmorton County.

This application covers all qualified property within Throckmorton Collegiate ISD necessary for the commercial operations of the proposed wind farm described in Tab 4. Three hundred and forty-eight megawatts (348 MW) will be located in Throckmorton Collegiate ISD. Turbine placement is subject to change but for purposes of this application, the Project anticipates using 65 of the 4.8 MW Nordex turbines and 15 of the 2.415 MW turbines manufactured by Siemens/Gamesa.

This application covers all qualified investment and qualified property necessary for the commercial operations of the wind farm.

Qualified Investment and qualified property includes turbines, towers, foundations, transformers, pad mounts, an O&M building, underground collection systems, electric substation, transmission lines, electrical interconnections, met towers, roads, and control systems necessary for commercial generation of electricity.

NOTE: The maps below shows the potential locations of 80 of the wind turbines, an O&M building and a collector substation within Throckmorton Collegiate ISD boundaries; however, the final number of turbines and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

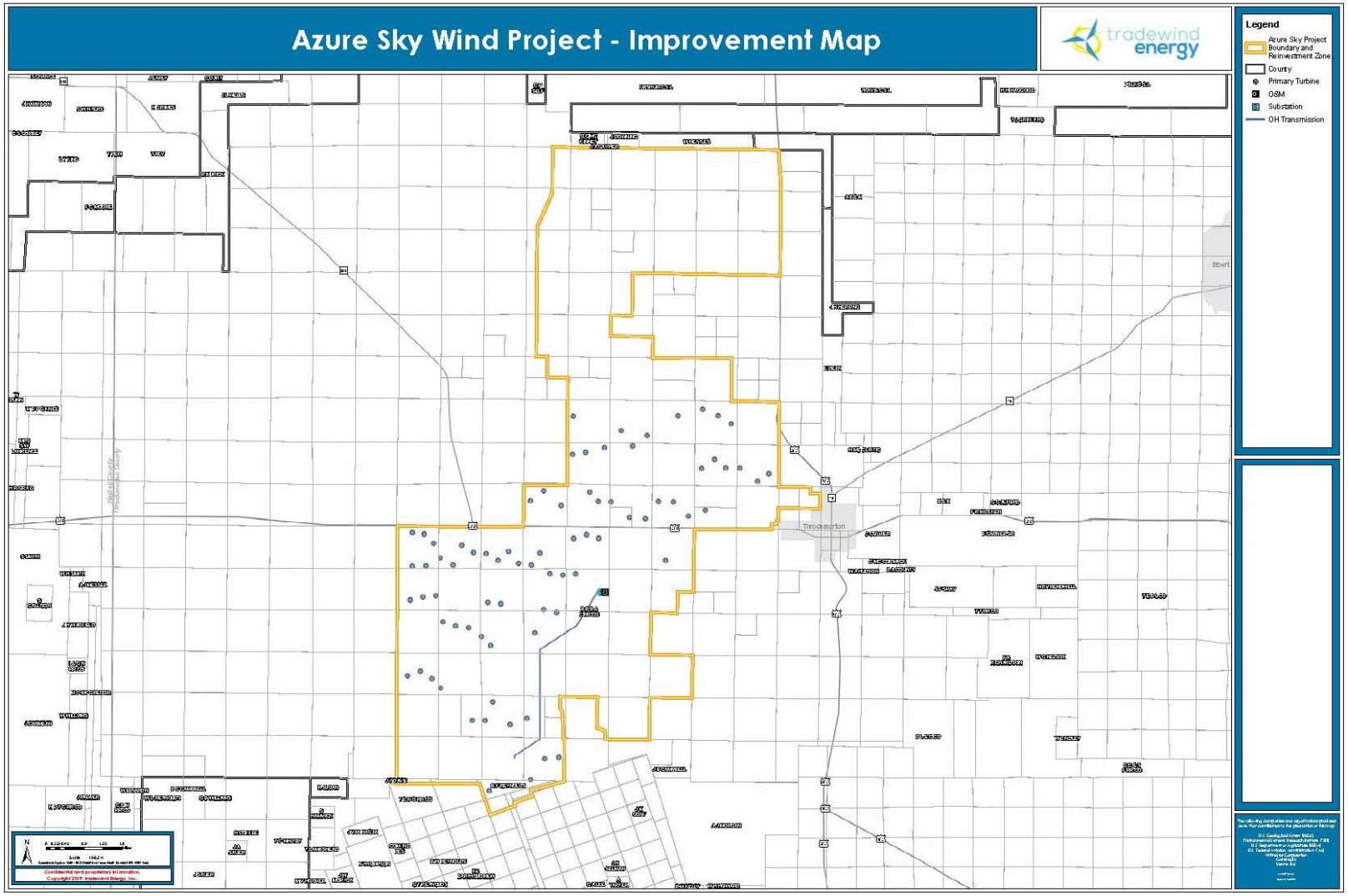

Azure Sky Wind Project - Improvement Map
tradewind energy
Legend
Azure Sky Project Boundary and Reinvestment Zone
County
Primary Turbine
O&M
Substation
OH Transmission
Throckmorton

EXHIBIT 5
AGREEMENT SCHEDULE

	Agreement Year	School Year	Tax Year	Date of Appraisal	Summary Description
Qualifying Time	QTP1	2021 – 2022	2021	January 1, 2021	No Limitation
Limitation Period (10 Years)	QTP2 / L1	2022 – 2023	2022	January 1, 2022	$20M Limitation
	L2	2023 – 2024	2023	January 1, 2023	$20M Limitation
	L3	2024 – 2025	2024	January 1, 2024	$20M Limitation
	L4	2025 – 2026	2025	January 1, 2025	$20M Limitation
	L5	2026 – 2027	2026	January 1, 2026	$20M Limitation
	L6	2027 – 2028	2027	January 1, 2027	$20M Limitation
	L7	2028 – 2029	2028	January 1, 2028	$20M Limitation
	L8	2029 – 2030	2029	January 1, 2029	$20M Limitation
	L9	2030 – 2031	2030	January 1, 2030	$20M Limitation
	L10	2031 – 2032	2031	January 1, 2031	$20M Limitation
Maintain Viable Presence (5 Years)	MVP1	2032 – 2033	2032	January 1, 2032	No Limitation
	MVP2	2033 – 2034	2033	January 1, 2033	No Limitation
	MVP3	2034 – 2035	2034	January 1, 2034	No Limitation
	MVP4	2035 – 2036	2035	January 1, 2035	No Limitation
	MVP5	2036 – 2037	2036	January 1, 2036	No Limitation