FINDINGS
OF THE

SNYDER INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY

IP LUMINA, LLC
TEXAS TAXPAYER ID #32068514515
APPLICATION #1533

July 8, 2021

FINDINGS OF THE SNYDER INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT ON THE APPLICATION SUBMITTED BY IP LUMINA, LLC

STATE OF TEXAS §
§
COUNTY OF SCURRY §

On the 8th day of July, 2021, a public meeting of the Board of Trustees of the Snyder 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 IP Lumina, LLC (Application #1533) 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 Snyder Independent School District makes the following findings with respect to the Application of IP Lumina, LLC #1533, and the economic impact of that Application:

On September 10, 2020, the Superintendent of Schools of the Snyder Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from IP Lumina, LLC #1533 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=1533.

The Applicant, IP Lumina, LLC (Taxpayer ID 32068514515) ("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 Scurry 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 December 11, 2020.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation on March 11, 2021 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 Snyder Independent School District. A copy of a report prepared by Jigsaw School Finance Solutions, LLC is attached to these findings as

Exhibit B. The Texas Commissioner of Education has determined that the project will not impact school enrollment.

The Board of Trustees has confirmed that the taxable value of property in the Snyder Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2018 ISD Summary Worksheet posted on the Texas Comptroller's website at:

https://comptroller.texas.gov/data/property-tax/pvs/2018p/2082089021D.php.

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

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

Board Finding Number 1.

> **The Applicant qualifies for a limitation on appraised value of Qualified Property under Texas Tax Code § 313.024 in the eligibility category of Renewable Energy - Solar.**

Board Finding Number 2.

> **The Applicant's entire proposed investment in the Snyder Independent School District is $297,000,000—all of which is proposed to be Qualified Investment under Texas Tax Code § 313.021.**

Board Finding Number 3.

> **The average salary level of qualifying jobs is expected to be at least $49,974.00 per year. The review of the Application by the State Comptroller's Office indicates that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs pay more than the minimum weekly wage required for Qualified Jobs under Texas Tax Code § 313.021.**

Board Finding Number 4.

> **The level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately $148,500,000 on the basis of the two new qualifying positions committed to by the Applicant for this project. The project's total investment is $297,000,000, resulting in a relative level of investment per qualifying job of $148,500,000.**

Board Finding Number 5.

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

Board Finding Number 6.

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

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

Table 2—Estimated Statewide Economic Impact of IP Lumina, LLC (modeled)

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2023	250	291	541	$13,125,000	$30,116,471	$43,241,471
2024	2	27	28.5515	$99,948	$5,324,331	$5,424,279
2025	2	19	21	$99,948	$3,975,179	$4,075,127
2026	2	6	8	$99,948	$2,423,370	$2,523,318
2027	2	(1)	1	$99,948	$1,443,114	$1,543,062
2028	2	(3)	-1	$99,948	$890,486	$990,434
2029	2	(3)	-1	$99,948	$629,773	$729,721
2030	2	(2)	0	$99,948	$560,659	$660,607
2031	2	(1)	1	$99,948	$603,835	$703,783
2032	2	1	3	$99,948	$706,193	$806,141
2033	2	3	5	$99,948	$846,334	$946,282
2034	2	4	6	$99,948	$978,254	$1,078,202
2035	2	5	7	$99,948	$1,116,155	$1,216,103
2036	2	6	8	$99,948	$1,225,861	$1,325,809
2037	2	6	8	$99,948	$1,307,126	$1,407,074
2038	2	6	8	$99,948	$1,374,249	$1,474,197

Table 4 examines the estimated direct impact on ad valorem taxes to the school district, Scurry County, Scurry County Hospital District and Western Texas College, 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 abatements with the county, hospital district and community college. 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		Snyder ISD I&S Tax Levy	Snyder ISD M&O Tax Levy	Snyder ISD M&O and I&S Tax Levies	Scurry County Tax Levy	Scurry County Hospital Tax Levy	Western Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate[1]	0.0630	0.9564		0.4498	0.2754	0.2950	
2024	$191,433,500	$30,000,000		$120,603	$286,920	$407,523	$0	$0	$0	$407,523
2025	$174,817,310	$30,000,000		$110,135	$286,920	$397,055	$0	$0	$0	$397,055
2026	$158,201,430	$30,000,000		$99,667	$286,920	$386,587	$0	$0	$0	$386,587
2027	$139,510,340	$30,000,000		$87,892	$286,920	$374,812	$0	$0	$0	$374,812
2028	$120,819,540	$30,000,000		$76,116	$286,920	$363,036	$0	$0	$0	$363,036
2029	$102,129,030	$30,000,000		$64,341	$286,920	$351,261	$0	$0	$0	$351,261
2030	$81,363,290	$30,000,000		$51,259	$286,920	$338,179	$0	$0	$0	$338,179
2031	$62,673,320	$30,000,000		$39,484	$286,920	$326,404	$0	$0	$0	$326,404
2032	$50,210,110	$30,000,000		$31,632	$286,920	$318,552	$0	$0	$0	$318,552
2033	$43,973,660	$30,000,000		$27,703	$286,920	$314,623	$0	$0	$0	$314,623
2034	$43,963,960	$43,963,960		$27,697	$420,471	$448,169	$197,750	$121,077	$129,694	$896,689
2035	$43,954,500	$43,954,500		$27,691	$420,381	$448,072	$197,707	$121,051	$129,666	$896,496
2036	$43,945,280	$43,945,280		$27,686	$420,293	$447,978	$197,666	$121,025	$129,639	$896,308
2037	$43,936,290	$43,936,290		$27,680	$420,207	$447,887	$197,625	$121,001	$129,612	$896,125
2038	$43,927,520	$43,927,520		$27,674	$420,123	$447,797	$197,586	$120,976	$129,586	$895,946
			Total	$847,261	$4,970,674	$5,817,936	$988,335	$605,130	$648,196	$8,059,596
			Diff	$0	$7,891,558	$7,891,558	$5,060,842	$3,098,612	$3,319,138	$19,370,150
Assumes School Value Limitation and Tax Abatements with the County, Hospital District and Community College.										

[1]Tax Rate per $100 Valuation

Table 3 illustrates the estimated tax impact of the Applicant's project on the region if all taxes are assessed.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Snyder ISD I&S Tax Levy	Snyder ISD M&O Tax Levy	Snyder ISD M&O and I&S Tax Levies	Scurry County Tax Levy	Scurry County Hospital Tax Levy	Western Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate[1]	0.0630	0.9564		0.4498	0.2754	0.2950	
2024	$191,433,500	$191,433,500		$120,603	$1,830,870	$1,951,473	$861,068	$527,208	$564,729	$3,904,478
2025	$174,817,310	$174,817,310		$110,135	$1,671,953	$1,782,088	$786,328	$481,447	$515,711	$3,565,574
2026	$158,201,430	$158,201,430		$99,667	$1,513,038	$1,612,705	$711,590	$435,687	$466,694	$3,226,676
2027	$139,510,340	$139,510,340		$87,892	$1,334,277	$1,422,168	$627,518	$384,211	$411,556	$2,845,453
2028	$120,819,540	$120,819,540		$76,116	$1,155,518	$1,231,634	$543,446	$332,737	$356,418	$2,464,235
2029	$102,129,030	$102,129,030		$64,341	$976,762	$1,041,103	$459,376	$281,263	$301,281	$2,083,024
2030	$81,363,290	$81,363,290		$51,259	$778,159	$829,417	$365,972	$224,075	$240,022	$1,659,486
2031	$62,673,320	$62,673,320		$39,484	$599,408	$638,892	$281,905	$172,602	$184,886	$1,278,285
2032	$50,210,110	$50,210,110		$31,632	$480,209	$511,842	$225,845	$138,279	$148,120	$1,024,085
2033	$43,973,660	$43,973,660		$27,703	$420,564	$448,267	$197,794	$121,103	$129,722	$896,887
2034	$43,963,960	$43,963,960		$27,697	$420,471	$448,169	$197,750	$121,077	$129,694	$896,689
2035	$43,954,500	$43,954,500		$27,691	$420,381	$448,072	$197,707	$121,051	$129,666	$896,496
2036	$43,945,280	$43,945,280		$27,686	$420,293	$447,978	$197,666	$121,025	$129,639	$896,308
2037	$43,936,290	$43,936,290		$27,680	$420,207	$447,887	$197,625	$121,001	$129,612	$896,125
2038	$43,927,520	$43,927,520		$27,674	$420,123	$447,797	$197,586	$120,976	$129,586	$895,946
			Total	$847,261	$12,862,232	$13,709,493	$6,049,176	$3,703,742	$3,967,334	$27,429,746

[1]Tax Rate per $100 Valuation

Board Finding Number 7.

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

Board Finding Number 8.

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

Board Finding Number 9.

The Applicant's project is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application. Attachment B of the economic impact study contains a year-by-year analysis as depicted in the following table:

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2021	$0	$0	$0	$0
	2022	$0	$0	$0	$0
	2023	$0	$0	$0	$0
Limitation Period (10 Years)	2024	$286,920	$286,920	$1,543,950	$1,543,950
	2025	$286,920	$573,840	$1,385,033	$2,928,983
	2026	$286,920	$860,760	$1,226,118	$4,155,101
	2027	$286,920	$1,147,680	$1,047,357	$5,202,458
	2028	$286,920	$1,434,600	$868,598	$6,071,056
	2029	$286,920	$1,721,520	$689,842	$6,760,898
	2030	$286,920	$2,008,440	$491,239	$7,252,137
	2031	$286,920	$2,295,360	$312,488	$7,564,624
	2032	$286,920	$2,582,280	$193,289	$7,757,914
	2033	$286,920	$2,869,200	$133,644	$7,891,558
Maintain Viable Presence (5 Years)	2034	$420,471	$3,289,671	$0	$7,891,558
	2035	$420,381	$3,710,052	$0	$7,891,558
	2036	$420,293	$4,130,345	$0	$7,891,558
	2037	$420,207	$4,550,551	$0	$7,891,558
	2038	$420,123	$4,970,674	$0	$7,891,558
Additional Years as Required by § 313.026(c)(1) (10 Years)	2039	$420,041	$5,390,715	$0	$7,891,558
	2040	$419,961	$5,810,677	$0	$7,891,558
	2041	$419,884	$6,230,560	$0	$7,891,558
	2042	$419,808	$6,650,368	$0	$7,891,558
	2043	$419,734	$7,070,102	$0	$7,891,558
	2044	$419,662	$7,489,764	$0	$7,891,558
	2045	$419,592	$7,909,355	$0	$7,891,558
	2046	$419,523	$8,328,878	$0	$7,891,558
	2047	$419,456	$8,748,334	$0	$7,891,558
	2048	$419,391	$9,167,726	$0	$7,891,558

$9,167,726	is greater than	$7,891,558

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

Board Finding Number 10.

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

Board Finding Number 11.

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

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

The Comptroller has determined that the limitation on appraised value is a determining factor in the IP Lumina, 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 IP Lumina, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  - A "The ability to enter into a value limitation agreement with Snyder ISD is a determining factor for constructing the project in Scurry County, Texas, as opposed to building and investing in another county, state or region. IP Renewable Energy Holdings LLC is considering investing in California and Colorado."
  - B "The applicant requires this value limitation agreement in order to move forward with constructing this project in Texas. Specifically, without the available property tax incentives, the economics of the project become unappealing to investors and the likelihood of constructing the project becomes unlikely. The property tax liability of a project without tax incentives in Texas, including a value limitation agreement with Snyder ISD, lowers the return to investors and financiers to an unacceptable level at current contracted power rates under a power purchase agreement. As such, the applicant would not be able to finance and build its project without the property tax incentives. We want to avoid a situation where the applicant would be forced to have its development capital and prospective investment funds spent in other states where the rate of return is higher on a project basis"
  - C "However, the proposed site in Scurry County is a desirable business location and can provide electricity at a price that is competitive with other projects in Scurry County and elsewhere in Texas, assuming that the expected tax incentives, including a value limitation agreement, are obtained. Electric utilities and other wholesale electricity buyers are focused on providing low cost energy to their customers, and contracting for the sale of solar electricity is highly competitive. Receiving a value limitation agreement from Snyder ISD is vital to ensuring the economics justify building the project and placing it into commercial operation in Scurry County."
- Per IP Lumina, LLC in Tab 5 of their Application, "IP Renewable Energy Holdings, LLC, the parent of IP Lumina, LLC, is a national solar developer with project opportunities across the United States. IP Lumina, LLC is a subsidiary of IP Renewable Energy Holdings LLC, and is the anticipated entity under which this project will operate, pending unforeseen changes. IP Renewable Energy Holdings is a subsidiary of Intersect Power

LLC (Intersect Power) and the entity Intersect Power uses for its project development activities. Intersect Power provides development services on behalf of IP Lumina, LLC, and its employees are developing the Lumina Solar Project"

- An October 31, 2019 Project Finance Magazine article states, "Intersect co-owns the [five development-stage solar projects] with SoftBank Group Corp. subsidiary SB Energy through a holding company called IP Renewable Energy Holdings, a development partnership between Intersect and SB Energy. SB Energy had acquired the interest in the partnership this year from Macquarie Infrastructure Corp following a sale process run by Greentech Capital Advisors." As noted in a September 18, 2019 Project Finance Magazine article, "In 2017, MIC committed $135 million to the IP Renewable Energy Holdings projects. The assets are being developed by Intersects team …. "
- An October 31, 2019 Greentech Tech Media article goes on to state, "The significant acquisition clears out a chunk of Intersect Power's pipeline, leaving the company with 2.9 gigawatts of projects in the early or middle stages of development."
- According to a September 10, 2020 Board of Trustees Snyder Independent School District Meeting Minutes and a November 12, 2020 Agenda, the board made a motion to accept "an Application for Value Limitation Agreement from IP Lumina, LLC pursuant to Chapter 313 of the Texas Property Tax Code; authorize the Superintendent of Schools to review the Application for completeness and submit the Application to the Comptroller of Public Accounts; …" [which is phase one]; and took up phase two of the project as an agenda item "Discussion and possible action to accept an Application for Value Limitation Agreement from IP Lumina II, LLC pursuant to Chapter 313 of the Texas Property Tax Code…"
- According to a January 26, 2021 Intersect Power press release, "Intersect Power, LLC… has secured $127 million in equity funding from Climate Adaptive Infrastructure, LLC and Trilantic North America to accelerate the company's transition to a scalable provider of electric power for utilities and large end-users. Intersect Power has also closed on a $482 million debt facility with Generate Capital and CarVal Investors. . 'The investments announced today will give us the ability to more quickly scale our core business of solar and energy storage, while expanding further into emerging classes of clean infrastructure, like green hydrogen. Intersect combines a clear understanding of what it takes to put steel in the ground with a focus on what comes next in the deployment of low- carbon technologies,'" said Intersect Power CEO and co-founder Sheldon Kimber."

Supporting Information

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

Board Finding Number 12.

The Board of Trustees of the Snyder Independent School District hired consultants to review and verify the information in Application #1533. 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 Thirty Million Dollars, which is consistent with the minimum values currently set out by Texas Tax Code § 313.054(a).

Board Finding Number 14.

The Applicant (Taxpayer ID 32068514515) is eligible for the limitation on appraised value of Qualified Property as specified in the Agreement based on its "good standing" certification as a franchise-tax paying entity.

Board Finding Number 15.

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

Board Finding Number 16.

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

It is therefore ORDERED that the Agreement attached hereto as **Exhibit C** is approved and herby authorized to be executed and delivered by and on behalf of the Snyder 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 Snyder Independent School District.

Dated the 8th day of July, 2021.

SNYDER INDEPENDENT SCHOOL DISTRICT

By: _____

Ralph Ramon
President, Board of Trustees

ATTEST:

By: _____

Doug Neff
Secretary, Board of Trustees

EXHIBIT A

Comptroller's Economic Impact Analysis

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

March 11, 2021

Dr. J. Eddie Bland
Superintendent
Snyder Independent School District
2910 37th Street
Snyder, Texas 79549

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Snyder Independent School District and IP Lumina, LLC, Application 1533

Dear Superintendent Bland:

On December 11, 2020, the Comptroller issued written notice that IP Lumina, LLC (applicant) submitted a completed application (Application 1533) for a limitation on appraised value under the provisions of Tax Code Chapter 313.[1] This application was originally submitted on September 10, 2020, to the Snyder 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.

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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 1533.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

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

Note that any building or improvement existing as of the application review start date of December 11, 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.

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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

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Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of IP Lumina, LLC (project) applying to Snyder 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 IP Lumina, LLC.

Applicant	IP Lumina, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy - Solar
School District	Snyder ISD
2018-2019 Average Daily Attendance	3,354
County	Scurry
Proposed Total Investment in District	$297,000,000
Proposed Qualified Investment	$297,000,000
Limitation Amount	$30,000,000
Qualifying Time Period (Full Years)	2023-2024
Number of new qualifying jobs committed to by applicant	2*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	$961.04
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	$960.51
Minimum annual wage committed to by applicant for qualified jobs	$49,974.00
Minimum weekly wage required for non-qualifying jobs	$1,106.50
Minimum annual wage required for non-qualifying jobs	$57,538.00
Investment per Qualifying Job	$148,500,000
Estimated M&O levy without any limit (15 years)	$12,862,232
Estimated M&O levy with Limitation (15 years)	$4,970,674
Estimated gross M&O tax benefit (15 years)	$7,891,558

** 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 IP Lumina, LLC (modeled).

	Employment			Personal Income		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2023	250	291	541	$13,125,000	$30,116,471	$43,241,471
2024	2	27	28.5515	$99,948	$5,324,331	$5,424,279
2025	2	19	21	$99,948	$3,975,179	$4,075,127
2026	2	6	8	$99,948	$2,423,370	$2,523,318
2027	2	(1)	1	$99,948	$1,443,114	$1,543,062
2028	2	(3)	-1	$99,948	$890,486	$990,434
2029	2	(3)	-1	$99,948	$629,773	$729,721
2030	2	(2)	0	$99,948	$560,659	$660,607
2031	2	(1)	1	$99,948	$603,835	$703,783
2032	2	1	3	$99,948	$706,193	$806,141
2033	2	3	5	$99,948	$846,334	$946,282
2034	2	4	6	$99,948	$978,254	$1,078,202
2035	2	5	7	$99,948	$1,116,155	$1,216,103
2036	2	6	8	$99,948	$1,225,861	$1,325,809
2037	2	6	8	$99,948	$1,307,126	$1,407,074
2038	2	6	8	$99,948	$1,374,249	$1,474,197

Source: CPA REMI, IP Lumina, 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		Snyder ISD I&S Tax Levy	Snyder ISD M&O Tax Levy	Snyder ISD M&O and I&S Tax Levies	Scurry County Tax Levy	Scurry County Hospital Tax Levy	Western Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.0630	0.9564		0.4498	0.2754	0.2950	
2024	$191,433,500	$191,433,500		$120,603	$1,830,870	$1,951,473	$861,068	$527,208	$564,729	$3,904,478
2025	$174,817,310	$174,817,310		$110,135	$1,671,953	$1,782,088	$786,328	$481,447	$515,711	$3,565,574
2026	$158,201,430	$158,201,430		$99,667	$1,513,038	$1,612,705	$711,590	$435,687	$466,694	$3,226,676
2027	$139,510,340	$139,510,340		$87,892	$1,334,277	$1,422,168	$627,518	$384,211	$411,556	$2,845,453
2028	$120,819,540	$120,819,540		$76,116	$1,155,518	$1,231,634	$543,446	$332,737	$356,418	$2,464,235
2029	$102,129,030	$102,129,030		$64,341	$976,762	$1,041,103	$459,376	$281,263	$301,281	$2,083,024
2030	$81,363,290	$81,363,290		$51,259	$778,159	$829,417	$365,972	$224,075	$240,022	$1,659,486
2031	$62,673,320	$62,673,320		$39,484	$599,408	$638,892	$281,905	$172,602	$184,886	$1,278,285
2032	$50,210,110	$50,210,110		$31,632	$480,209	$511,842	$225,845	$138,279	$148,120	$1,024,085
2033	$43,973,660	$43,973,660		$27,703	$420,564	$448,267	$197,794	$121,103	$129,722	$896,887
2034	$43,963,960	$43,963,960		$27,697	$420,471	$448,169	$197,750	$121,077	$129,694	$896,689
2035	$43,954,500	$43,954,500		$27,691	$420,381	$448,072	$197,707	$121,051	$129,666	$896,496
2036	$43,945,280	$43,945,280		$27,686	$420,293	$447,978	$197,666	$121,025	$129,639	$896,308
2037	$43,936,290	$43,936,290		$27,680	$420,207	$447,887	$197,625	$121,001	$129,612	$896,125
2038	$43,927,520	$43,927,520		$27,674	$420,123	$447,797	$197,586	$120,976	$129,586	$895,946
			Total	$847,261	$12,862,232	$13,709,493	$6,049,176	$3,703,742	$3,967,334	$27,429,746

Source: CPA, IP Lumina, LLC
*Tax Rate per $100 Valuation

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Table 4 examines the estimated direct impact on ad valorem taxes to the school district, Scurry County, Scurry County Hospital District and Western Texas College, 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 abatements with the county, hospital district and community college.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Snyder ISD I&S Tax Levy	Snyder ISD M&O Tax Levy	Snyder ISD M&O and I&S Tax Levies	Scurry County Tax Levy	Scurry County Hospital Tax Levy	Western Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.0630	0.9564		0.4498	0.2754	0.2950	
2024	$191,433,500	$30,000,000		$120,603	$286,920	$407,523	$0	$0	$0	$407,523
2025	$174,817,310	$30,000,000		$110,135	$286,920	$397,055	$0	$0	$0	$397,055
2026	$158,201,430	$30,000,000		$99,667	$286,920	$386,587	$0	$0	$0	$386,587
2027	$139,510,340	$30,000,000		$87,892	$286,920	$374,812	$0	$0	$0	$374,812
2028	$120,819,540	$30,000,000		$76,116	$286,920	$363,036	$0	$0	$0	$363,036
2029	$102,129,030	$30,000,000		$64,341	$286,920	$351,261	$0	$0	$0	$351,261
2030	$81,363,290	$30,000,000		$51,259	$286,920	$338,179	$0	$0	$0	$338,179
2031	$62,673,320	$30,000,000		$39,484	$286,920	$326,404	$0	$0	$0	$326,404
2032	$50,210,110	$30,000,000		$31,632	$286,920	$318,552	$0	$0	$0	$318,552
2033	$43,973,660	$30,000,000		$27,703	$286,920	$314,623	$0	$0	$0	$314,623
2034	$43,963,960	$43,963,960		$27,697	$420,471	$448,169	$197,750	$121,077	$129,694	$896,689
2035	$43,954,500	$43,954,500		$27,691	$420,381	$448,072	$197,707	$121,051	$129,666	$896,496
2036	$43,945,280	$43,945,280		$27,686	$420,293	$447,978	$197,666	$121,025	$129,639	$896,308
2037	$43,936,290	$43,936,290		$27,680	$420,207	$447,887	$197,625	$121,001	$129,612	$896,125
2038	$43,927,520	$43,927,520		$27,674	$420,123	$447,797	$197,586	$120,976	$129,586	$895,946
			Total	**$847,261**	**$4,970,674**	**$5,817,936**	**$988,335**	**$605,130**	**$648,196**	**$8,059,596**
			Diff	**$0**	**$7,891,558**	**$7,891,558**	**$5,060,842**	**$3,098,612**	**$3,319,138**	**$19,370,150**

Assumes School Value Limitation and Tax Abatements with the County, Hospital District and Community College.

Source: CPA, IP Lumina, 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.

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

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

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2021	$0	$0	$0	$0
	2022	$0	$0	$0	$0
	2023	$0	$0	$0	$0
Limitation Period (10 Years)	2024	$286,920	$286,920	$1,543,950	$1,543,950
	2025	$286,920	$573,840	$1,385,033	$2,928,983
	2026	$286,920	$860,760	$1,226,118	$4,155,101
	2027	$286,920	$1,147,680	$1,047,357	$5,202,458
	2028	$286,920	$1,434,600	$868,598	$6,071,056
	2029	$286,920	$1,721,520	$689,842	$6,760,898
	2030	$286,920	$2,008,440	$491,239	$7,252,137
	2031	$286,920	$2,295,360	$312,488	$7,564,624
	2032	$286,920	$2,582,280	$193,289	$7,757,914
	2033	$286,920	$2,869,200	$133,644	$7,891,558
Maintain Viable Presence (5 Years)	2034	$420,471	$3,289,671	$0	$7,891,558
	2035	$420,381	$3,710,052	$0	$7,891,558
	2036	$420,293	$4,130,345	$0	$7,891,558
	2037	$420,207	$4,550,551	$0	$7,891,558
	2038	$420,123	$4,970,674	$0	$7,891,558
Additional Years as Required by 313.026(c)(1) (10 Years)	2039	$420,041	$5,390,715	$0	$7,891,558
	2040	$419,961	$5,810,677	$0	$7,891,558
	2041	$419,884	$6,230,560	$0	$7,891,558
	2042	$419,808	$6,650,368	$0	$7,891,558
	2043	$419,734	$7,070,102	$0	$7,891,558
	2044	$419,662	$7,489,764	$0	$7,891,558
	2045	$419,592	$7,909,355	$0	$7,891,558
	2046	$419,523	$8,328,878	$0	$7,891,558
	2047	$419,456	$8,748,334	$0	$7,891,558
	2048	$419,391	$9,167,726	$0	$7,891,558
		$9,167,726	is greater than	**$7,891,558**	

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

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

Source: CPA, IP Lumina, LLC

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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 IP Lumina, 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 IP Lumina, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
  A. "The ability to enter into a value limitation agreement with Snyder ISD is a determining factor for constructing the project in Scurry County, Texas, as opposed to building and investing in another county, state or region. IP Renewable Energy Holdings LLC is considering investing in California and Colorado."
  B. "The applicant requires this value limitation agreement in order to move forward with constructing this project in Texas. Specifically, without the available property tax incentives, the economics of the project become unappealing to investors and the likelihood of constructing the project becomes unlikely. The property tax liability of a project without tax incentives in Texas, including a value limitation agreement with Snyder ISD, lowers the return to investors and financiers to an unacceptable level at current contracted power rates under a power purchase agreement. As such, the applicant would not be able to finance and build its project without the property tax incentives. We want to avoid a situation where the applicant would be forced to have its development capital and prospective investment funds spent in other states where the rate of return is higher on a project basis"
  C. "However, the proposed site in Scurry County is a desirable business location and can provide electricity at a price that is competitive with other projects in Scurry County and elsewhere in Texas, assuming that the expected tax incentives, including a value limitation agreement, are obtained. Electric utilities and other wholesale electricity buyers are focused on providing low cost energy to their customers, and contracting for the sale of solar electricity is highly competitive. Receiving a value limitation agreement from Snyder ISD is vital to ensuring the economics justify building the project and placing it into commercial operation in Scurry County."
- Per IP Lumina, LLC in Tab 5 of their Application, "IP Renewable Energy Holdings, LLC, the parent of IP Lumina, LLC, is a national solar developer with project opportunities across the United States. IP

Lumina, LLC is a subsidiary of IP Renewable Energy Holdings LLC, and is the anticipated entity under which this project will operate, pending unforeseen changes. IP Renewable Energy Holdings is a subsidiary of Intersect Power LLC (Intersect Power) and the entity Intersect Power uses for its project development activities. Intersect Power provides development services on behalf of IP Lumina, LLC, and its employees are developing the Lumina Solar Project"

- An October 31, 2019 *Project Finance Magazine* article states, "Intersect co-owns the [five development-stage solar projects] with SoftBank Group Corp. subsidiary SB Energy through a holding company called IP Renewable Energy Holdings, a development partnership between Intersect and SB Energy. SB Energy had acquired the interest in the partnership this year from Macquarie Infrastructure Corp following a sale process run by Greentech Capital Advisors." As noted in a September 18, 2019 *Project Finance Magazine* article, "In 2017, MIC committed $135 million to the IP Renewable Energy Holdings projects. The assets are being developed by Intersects team .... "
- An October 31, 2019 *Greentech Tech Media* article goes on to state, "The significant acquisition clears out a chunk of Intersect Power's pipeline, leaving the company with 2.9 gigawatts of projects in the early or middle stages of development."
- According to a September 10, 2020 Board of Trustees Snyder Independent School District Meeting Minutes and a November 12, 2020 Agenda, the board made a motion to accept "an Application for Value Limitation Agreement from IP Lumina, LLC pursuant to Chapter 313 of the Texas Property Tax Code; authorize the Superintendent of Schools to review the Application for completeness and submit the Application to the Comptroller of Public Accounts; ..." [which is phase one]; and took up phase two of the project as an agenda item "Discussion and possible action to accept an Application for Value Limitation Agreement from IP Lumina II, LLC pursuant to Chapter 313 of the Texas Property Tax Code..."
- According to a January 26, 2021 Intersect Power press release, "Intersect Power, LLC... has secured $127 million in equity funding from Climate Adaptive Infrastructure, LLC and Trilantic North America to accelerate the company's transition to a scalable provider of electric power for utilities and large end-users. Intersect Power has also closed on a $482 million debt facility with Generate Capital and CarVal Investors. ... 'The investments announced today will give us the ability to more quickly scale our core business of solar and energy storage, while expanding further into emerging classes of clean infrastructure, like green hydrogen. Intersect combines a clear understanding of what it takes to put steel in the ground with a focus on what comes next in the deployment of low-carbon technologies,'" said Intersect Power CEO and co-founder Sheldon Kimber."
- Supplemental information provided by the applicant includes
  - *A.* Is this project known by any specific names not otherwise mentioned in this application? *In the ERCOT Interconnection Process, the project is known as Jade Solar.*
  - 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 or local governmental entity. *To my understanding, the project has only been known as IP Lumina, LLC, Lumina Solar, and Jade Solar.*
  - C. Has this project applied to ERCOT at this time? If so, please provide the project's INR number and when was it assigned. *Jade Solar, 22INR0360 assigned on July 6th, 2020.*
  - D. I have a couple of follow-up questions. Based on my review of two Monthly Generator Interconnection Status Reports issued by ERCOT (Sept. 2019; Sept. 2020) a year apart show the project known as Lumina by ERCOT and assigned a different number than the one listed in the email below. Why the change now? A different INR # and name? *IP decided to move the Point of Interconnection (POI) north along the Dermott to Cottonwood 345kV transmission line. As a result of the change in POI, ERCOT required that IP submit a new interconnection application. Since the name "Lumina" was already included in ERCOT's records, we were required to change the name of the interconnecting entity as well, even though this remains the [same] project footprint. For the avoidance of doubt, the Jade Solar project will be tied to IP Lumina, LLC going forward.*

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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

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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	March 2021
2.	Estimated commencement of construction	Q4 - 2022
3.	Beginning of qualifying time period (MM/DD/YYYY)	01/01/2023
4.	First year of limitation (MM/DD/YYYY)	01/01/2024

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 2023

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located: Scurry County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property: Scurry 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):	Snyder ISD; 100%; $0.97 (Name, tax rate and percent of project)	I&S (ISD):	Snyder ISD; 100%; $0.063 (Name, tax rate and percent of project)
County:	Scurry County; 100%; $0.4498 (Name, tax rate and percent of project)	City:	N/A (Name, tax rate and percent of project)
Hospital District:	Scurry County HD; 100%; $0.242145 (Name, tax rate and percent of project)	Water District:	N/A (Name, tax rate and percent of project)
Other (describe):	WT College; 100%: $0.2655 (Name, tax rate and percent of project)	Other (describe):	312 Abatement, 100%, 2024-2033 (Name, tax rate and percent of project)

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Supporting Information

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

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TAB 5

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

IP Renewable Energy Holdings, LLC, the parent of IP Lumina, LLC, is a national solar developer with project opportunities across the United States. IP Lumina, LLC is a subsidiary of IP Renewable Energy Holdings LLC, and is the anticipated entity under which this project will operate, pending unforeseen changes. IP Renewable Energy Holdings LLC is a subsidiary of Intersect Power LLC (Intersect Power) and the entity Intersect Power uses for its project development activities. Intersect Power provides development services on behalf of IP Lumina, LLC, and its employees are developing the Lumina Solar Project. The ability to enter into a value limitation agreement with Snyder ISD is a determining factor for constructing the project in Scurry County, Texas, as opposed to building and investing in another county, state or region. IP Renewable Energy Holdings LLC is considering investing in California and Colorado.

IP Renewable Energy Holdings, LLC is actively developing and constructing other projects throughout the US. The applicant requires this value limitation agreement in order to move forward with constructing this project in Texas. Specifically, without the available property tax incentives, the economics of the project become unappealing to investors and the likelihood of constructing the project becomes unlikely. The property tax liability of a project without tax incentives in Texas, including a value limitation agreement with Snyder ISD, lowers the return to investors and financiers to an unacceptable level at current contracted power rates under a power purchase agreement. As such, the applicant would not be able to finance and build its project without the property tax incentives. We want to avoid a situation where the applicant would be forced to have its development capital and prospective investment funds spent in other states where the rate of return is higher on a project basis.

However, the proposed site in Scurry County is a desirable business location and can provide electricity at a price that is competitive with other projects in Scurry County and elsewhere in Texas, assuming that the expected tax incentives, including a value limitation agreement, are obtained. Electric utilities and other wholesale electricity buyers are focused on providing low cost energy to their customers, and contracting for the sale of solar electricity is highly competitive. Receiving a value limitation agreement from Snyder ISD is vital to ensuring the economics justify building the project and placing it into commercial operation in Scurry County.

About IP Renewable Energy Holdings LLC

The IP Renewable Energy Holdings, LLC team has the collective experience in all phases of development across 60+ projects, and 2GWp of operating solar power with a total value of over $6 billion. Our team has been involved in almost $9B of successful debt and long-term equity

financing for mid to late stage development projects. Our team has been successful together throughout the evolution of clean infrastructure, from the early days of kW scale solar, to pioneering 5-20MW projects and on to increasingly sophisticated and complex transactions of 100-500MW projects.

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Supporting Information

Additional information provided by the Applicant or located by the Comptroller

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Intersect Nixes Auction, Sells Solar Projects to SoftBank

Taryana Odayar
501 words
31 October 2019
Power, Finance, and Risk
PAFAR
English
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Intersect Power is selling a clutch of five development-stage solar projects in California and Texas to its development partner SB Energy, having decided against a planned auction process.

Intersect Power is selling a clutch of five development-stage solar projects in California and Texas to its development partner SB Energy, having decided against a planned auction process.

Intersect co-owns the projects with SoftBank Group Corp. subsidiary SB Energy through a holding company called **IP Renewable Energy Holdings**, a development partnership between Intersect and SB Energy.

SB Energy had acquired the interest in the partnership this year from Macquarie Infrastructure Corp. following a sale process run by Greentech Capital Advisors (PFR, 6/13).

Intersect then hired Scotiabank to run an auction for the assets, codenamed Project Elima (PFR, 9/17).

However, following bilateral negotiations with SB Energy, Intersect Power pulled the plug on the auction and agreed to sell the projects to its joint venture partner. SB Energy will build and operate the projects once the deal closes. Construction is slated for early 2020.

"The sale preempted the auction process," says a person familiar with the situation. "It was the right deal at the right time, so they decided not to even start the auction."

Intersect's decision fits in with a recent trend of sellers foregoing protracted auction processes in favor of bilateral deals. "I think there is a little bit of auction fatigue," said Alan Liu, managing director at Goldman Sachs, at a recent conference (PFR, 10/24).

"When we started development of these projects, we were looking for innovative, reliable partners to work with, and SB Energy has exceeded our expectations," said Sheldon Kimber, CEO and co-founder of Intersect Power, in a statement. "Their partnership proves the value generated by Intersect Power's skilled team and lean project development approach."

Greentech Capital Advisors and Scotiabank advised Intersect Power on the deal, with Orrick, Herrington & Sutcliffe as legal counsel, while SB Energy enlisted Citi as financial and Gibson Dunn & Crutcher as legal adviser.

The California assets are the 357 MW Athos and 284 MW Athos II projects in Riverside County. Athos will include a 500 MW energy storage project employing either battery or flywheel technology, according to a draft environmental impact report published in March.

Athos has a long-term power purchase agreement with Direct Energy Business, while Athos II also has energy agreements and a long-term renewable energy credit contract with an undisclosed company.

The Texas projects are the 186.3 MW Aragorn and 272 MW Titan projects, both in Culberson County, and the 313.2 MW Juno project in Borden County. They are expected to come online in 2021, between May and June.

Juno has one PPA with the Lower Colorado River Authority for just under half of its output and another with an undisclosed company, while Aragorn is contracted with Austin Energy. Titan also has a long-term PPA with an undisclosed company.

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Search Summary

Text	"IP Renewable Energy Holdings"
Date	In the last 2 years
Source	All Sources

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Project Finance Magazine

Bids sought for sale of US solar quintet

Taryana Odayar
429 words
18 September 2019
IJ Global
PTF
English
© Copyright 2019 Euromoney Institutional Investor plc.

First round bids are due in the next few of weeks for a clutch of five development-stage solar assets in California and Texas.

Scotiabank is running the auction, which is codenamed Project Elima, on behalf of the portfolio's owners, Intersect Power and SoftBank Group subsidiary SB Energy.

The deadline for first round bids is said to be at the end of September (2019) or the first week of October, and the sellers are expecting to find a buyer by the end of the year.

The California assets are:

* 357MW Athos

* 284MW Athos II

Both projects are located across Riverside County. Athos will include a 500MW energy storage project employing either battery or flywheel technology, according to a draft environmental impact report published in March.

They are understood to have hedges and renewable energy credit contracts in place.

Meanwhile, the Texas projects are:

* 313.2MW Juno, Borden County

* 272MW Titan, Culberson County

* 186.3MW Aragorn, Culberson County

They are expected to come online in 2021, between May and June.

Juno has a PPA in place with the Lower Colorado River Authority for just under half of its output, while Aragorn benefits from a PPA with Austin Energy. The other Texas projects are also said to have contracts in place with utilities and other corporations.

Juno was previously expected to be 495MW in size with a 495MW battery storage component, according to Ercot's generator interconnection status report from May, but is listed as a 313.2MW project without a battery storage component in the latest version of the report published in August.

All of the projects are held under a partnership between Intersect and SB Energy called **IP Renewable Energy Holdings**. SB Energy acquired its interest in the partnership from Macquarie Infrastructure Corp (MIC) following a sale process run by Greentech Capital Advisors.

Softbank has been building up its US renewables expertise as of late, with hires including former True North Venture Partners executive Rich Hossfeld, former McKinsey analyst Jackson Salovaara and former Clearway Energy associate Arthur Sonnenfeld.

MIC, meanwhile, is in the process of divesting from power and renewables, having already agreed to sell its 203MW operating wind portfolio to DIF via the DIF Infrastructure Fund V and its 142MW solar holdings to Goldman Sachs Renewable Power.

In 2017, MIC committed $135 million to the **IP Renewable Energy Holdings** projects. The assets are being developed by Intersect's team, which includes many ex-Recurrent Energy staffers.

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SOLAR (/ARTICLES/CATEGORY/SOLAR)

SoftBank to Buy 1.7 GW US Solar Portfolio From Intersect Power

California and Texas projects help bolster SoftBank's U.S. solar growth in the wake of stalled Saudi Arabia ambitions.

EMMA FOEHRINGER MERCHANT

OCTOBER 31, 2019

SoftBank unit SB Energy Global adds 1.7 GW to its current renewables portfolio.

Large-scale renewables developer Intersect Power announced Thursday it will offload five solar projects it co-developed with SB Energy Global, an arm of SoftBank Group that already owns more than 5 gigawatts of wind and solar assets. The financial company subsidiary will take complete ownership of the projects, totaling 1.7 gigawatts in capacity.

The five projects are divided between two top solar markets, California and Texas, and are slated to start construction next year, with First Solar supplying modules (https://www.greentechmedia.com/articles/read/first-solar-inks-1-7gw-deal-with-intersect-power). Austin Energy signed an offtake agreement for one of the projects, in West Texas, at

250 megawatts. The Lower Colorado River Authority will use some power from another of the Texas projects. One of the California projects will sell to Texas-based energy retailer Direct Energy Business, a subsidiary of Centrica.

Several of the projects are providing power to unnamed companies in both states. SB Energy did not immediately respond to a request for more information on the offtakers for that capacity, but Texas has become a popular market for commercial and industrial customers. Facebook and Anheuser Busch both signed significant deals in Texas in the past several months. Corporations are expected to account for at least 20 percent of the U.S. utility-scale solar market through 2024, according to Wood Mackenzie.

The significant acquisition clears out a chunk of Intersect Power's pipeline, leaving the company with 2.9 gigawatts of projects in the early or middle stages of development.

For SoftBank, the acquisition helps fulfill larger ambitions (https://www.wsj.com/articles/softbanks-bid-to-build-a-solar-power-empire-founders-11565409688) to grow a sizable renewable portfolio. According to reporting by the *Wall Street Journal,* that effort has faced difficulties as the scope has sometimes outpaced SoftBank's capacity. The company said Thursday that it currently has assets in the United States and India, and research from WoodMac shows SB Energy ranking ninth among the top 10 asset owners in the Asia-Pacific region in 2018.

At the same time, though, the most ambitious solar plans from the Japanese bank — slated for Saudi Arabia — appear to have stalled out. Last year, the government there dropped a $200 billion plan (https://www.wsj.com/articles/saudi-arabia-shelves-work-on-softbanks-200-billion-solar-project-1538328820) to build an eye-popping 200 gigawatts of solar and storage in partnership with the bank.

The cancellation "injected a massive amount of uncertainty" into the Saudi Arabian market according to WoodMac, though at the time the government said other solar partnerships with SoftBank would move forward. Those pledges merit some skepticism, according to the analysts, who wrote in January that "both SoftBank and Saudi Arabia have a history of grand but empty plans."

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SUBJECT:	Minutes of Regular Board Meeting
PLACE:	Snyder Intermediate School STEM Lab
DATE:	September 10, 2020
TIME:	6:00 p.m.

Board Members Present:
Brad Hinton, President
Ralph Ramon, Vice President
Doug Neff, Secretary
Carrie Richardson
Lauren Collier
Haley Leatherwood

Staff Members Present:
Eddie Bland Ed.D , Superintendent
Dr. Rachael McClain, Assistant Supt

Board Members Absent:
Ronnie Anderson

Visitors Present:
Steve Reagan

Call to Order: Brad Hinton President, called the meeting to order at 6:00 p.m.

Invocation: Lauren Collier began the meeting with a prayer.

US Pledge of Allegiance and Texas Pledge: Ralph Ramon led the US Pledge of Allegiance and Doug Neff led the Texas Pledge.

Open Forum I Public Comments: None

Consent Agenda: Mr. Hinton presented the Consent Agenda for approval.

5.A. Minutes from Regular Meeting August 13, 2020 and Special Meeting August 27,2020

5.B. Financial Reports

5.C. Accounts Payable

5.D. Accept Greenhouse and Classroom Grant Donations from Snyder Education Foundation in the amount of $15,015

5.E. Tax Deed for Trust Property in the City of Snyder

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5.F. Consider and take action to approve the Snyder ISD Asynchronous Learning Plan

Carrie Richardson made a motion and Haley Leatherwood second the motion to approve the consent agenda.

Yeas: Ralph Ramon, Doug Neff, Lauren Collier, Brad Hinton

Nays: None

Abstained: None

Action:

Application for Value Limitation Agreement From IP Lumina, LLC Pursuant to Chapter 313 Of the Texas Property Tax Code:

Submitting the application is the first step in the process. If the application is approved by the Comptroller then a contract between IP lumina ans Snyder ISD will be brought back to the board for approval. This item just authorizes the Superintendent to submit the application to the Comptroller of Public Accounts to begin review of the application. The Board will not take action on a 313 agreement until after the Comptroller and the Districtâ€™s school finance consultants and attorneys have reviewed the application, assessed the impact of the application on the District, and provided the Board with written findings and recommendations.

Lauren Collier made a motion to accept an Application for Value Limitation Agreement from IP Lumina, LLC pursuant to Chapter 313 of the Texas Property Tax Code; authorize the Superintendent of Schools to review the Application for completeness and submit the Application

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to the Comptroller of Public Accounts; 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 and Ralph Ramon second the motion.

Yeas: Haley Leatherwood, Doug Neff, Brad Hinton, and Carrie Richardson

Nays: None

Abstained: None

Retain attorneys/consultants To assist the District in the Application for Value Limitation Agreement from IP Lumina, LLC pursuant to Chapter 313 *Of the Texas Property Tax Code:*

The District has been working with the attorneys at Sara Leon & Associates for the past three years on existing and new 313 projects. The District has been working with Jigsaw School Finance as the third party consultant on new 313 applications and in connection with annual reporting requirements for the past three years. All professional fees are reimbursed to the District by the applicant, so there is no out-of-pocket cost to the District for these services.

Ralph Ramon made a motion to retain attorneys/consultants to assist the District in the review and processing of the Application for Value Limitation Agreement from IP Lumina, LLC pursuant to Chapter 313 of the Texas Property Tax Code and Doug Neff second the motion.

Yeas: Haley Leatherwood, Lauren Collier, Brad Hinton, and Carrie Richardson

Nays: None

Abstained: None

View Options:

Show Everything

Presenter

Description

Attachments

Hide Everything

November 12, 2020 at 6:00 PM - Regular Meeting

Agenda

1. Call to Order

Presenter: Brad Hinton

2. Invocation

3. Pledge of Allegiance

Presenter: Brad Hinton / Doug Neff

4. Open Forum / Public Comments

5. Consent Agenda

Presenter: Dr. Eddie Bland, Ed.D.
Description: Action Required

5.A. Minutes from Regular meeting on October 8, 2020 and Special meeting on October 13, 2020

5.B. Accounts Payable

5.C. Financial Items

Presenter: Morgan Preston

8.B.1. Convene public hearing and take public comment regarding the Application for Value Limitation Agreement from Canyon Wind Farm, LLC, Comptroller Application #1442 pursuant to Chapter 313 of the Texas Property Tax Code.
No Action Required.

8.B.2. Public hearing to take comments on Resolution designating "Canyon Wind Farm Reinvestment Zone" pursuant to Chapter 312 of the Texas Tax Code.
No Action Required.

8.B.3. Acknowledgement of conflict of interest policy in connection with the application for agreement for limitation on appraised value of property for school district maintenance and operations taxes from Canyon Wind Farm, LLC, Comptroller Application #1442. No Action Required.

8.B.4. Consider and possible action to approve a Resolution designating "Canyon Wind Farm Reinvestment Zone" pursuant to Chapter 312 of the Texas Tax Code.

8.B.5. Consider and possible action to approve Board Findings pursuant to Chapter 313 of the Texas Property Tax Code regarding the Application for Value Limitation Agreement from Canyon Wind Farm, LLC, Comptroller Application #1442

8.B.6. Consider and possible action to approve an Agreement under Texas Economic Development Act for a Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes with Canyon Wind Farm, LLC, Comptroller Application #1442

8.B.7. Consider and possible action to accept Application for an Amendment After Agreement from Canyon Wind Farm, LLC, Comptroller Agreement #1442.

8.C. IP Lumina II, LLC Solar Project

Description: Acknowledgement of conflict of interest policy BBFA (LEGAL) and (LOCAL) in connection withmthe Application for Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes from IP Lumina II, LLC.

? No Action Required

8.C.1. Acknowledgement of conflict of interest policy in connection with the application for agreement for limitation on appraised value of property for school district maintenance and operations taxes from from IP Lumina II, LLC Comptroller Application #. No Action Required.

8.C.2. Discussion and possible action to accept an Application for Value Limitation Agreement from IP Lumina II, LLC pursuant to Chapter 313 of the Texas Property Tax Code; authorize the Superintendent of Schools to review the application for completeness and submit the Application to the Comptroller of Public Accounts; and authorize the Superintendent of Schools to approve any request for extension of the deadline for action by the board of trustees beyond the 150-day review period, as may be required.

Description: Final amended applicaction will be brought back to the board for approval next month.

8.C.3. Discussion and possible action to retain the law firm of Sara Leon & Associates, LLC and financial consultant, Jigsaw School Finance Solutions, LLC to assist the district in the review and processing of the Application for Value Limitation Agreement from IP Lumina II, LLC pursuant to Chapter 313 of the Texas Property Tax Code.

Description: Sara Leon and Associates represents the district in all of our 313 agreements. Statute requires board action to retain representation on each individual agreement.

9. Information

9.A. Public Hearing to Review Snyder ISD's School FIRST Rating for the 2018-2019 year

Presenter: Morgan Preston
Description: The current FIRST ratings were based upon an analysis of staff and student data reported for the 2018-2019 school year and budgetary and actual financial data for the 2019 fiscal year. Within two months after receipt of its final School FIRST rating, each school district must announce and hold a public meeting to distribute a financial management report that explains the district's rating and its performance under each of the indicators for the current and prior year. The district is also required to report reimbursements to the superintendent and board members for the 2018-2019 school year, and either post on the district's website or supply in the financial management report the current superintendent's contract.

9.B. Fund Balance Update: Committed Funds Proposal

Presenter: Morgan Preston
Description: In preparing for the next 3-5 years, it is necessary to take a comprehensive look at the District's Fund Balance. We are recommending to designate funds for known projects already in place as well as potential future projects.

Intersect Power

Press Releases

Intersect Power Secures Over $600 Million of Corporate Capital to Accelerate Growth of Leading Clean Infrastructure Company

Investment makes Intersect Power one of North America's largest owners of solar and energy storage facilities, allows for rapid expansion into other emerging classes of clean infrastructure

San Francisco — Intersect Power, LLC, ("Intersect Power") one of North America's largest developers of utility-scale renewable energy, has secured $127 million in equity funding from Climate Adaptive Infrastructure, LLC ("CAI") and Trilantic North America to accelerate the company's transition to a scalable provider of electric power for utilities and large end-users. Intersect Power has also closed on a $482 million debt facility with Generate Capital ("Generate") and CarVal Investors ("CarVal").

"The Intersect Power team has developed 3.7 GWDC of solar assets with a portfolio value of more than $8 billion. The investments announced today will give us the ability to more quickly scale our core business of solar and energy storage, while expanding further into emerging classes of clean infrastructure, like green hydrogen. Intersect combines a clear understanding of what it takes to put steel in the ground with a focus on what comes next in the

deployment of low-carbon technologies," said Intersect Power CEO and co-founder Sheldon Kimber. "Having deployed billions of dollars of clean infrastructure, our innovative approach to the convergence of power markets and financial markets served as a stepping stone for Intersect to become a large, scalable IPP. That same approach positions us at the forefront of what's next in clean infrastructure."

"We are pleased to be founding investors in Intersect Power, a company defining the future of renewable infrastructure with remarkable connectivity between capital markets, supply chains, greenfield development, and innovative technologies," said Bill Green, Founder and Managing Partner at Climate Adaptive Infrastructure. "Intersect Power's deep bench of senior executives are experts at strategically deploying capital across low-carbon infrastructure assets. Additionally, we look forward to Intersect Power's expansion into green hydrogen, another critical component for global decarbonization."

"We are thrilled to have invested in Intersect Power, a founder-led, innovative infrastructure company that we believe has become a leader in the renewables space, and we are especially excited to partner with Sheldon, Luke, and the rest of the Intersect Power team to drive the company to the next level," said Glenn Jacobson, Partner at Trilantic North America. "We remain believers that the pace of the energy transition will continue to accelerate and are excited to help Intersect Power develop utility-scale solutions for the decarbonization of the electric grid."

"We are excited to partner with Intersect's industry-leading team. We admire their proven track record for innovation in the utility-scale renewable energy market," said Jeff Ross, Senior Managing Director and Head of Investment Team at Generate.

"This exciting opportunity reflects our proven ability to structure deals that take advantage of evolving technologies, financial tools and energy markets. We see no limits to how far and fast clean infrastructure can grow, and this funding is further affirmation that we have the capabilities, pipeline, and investors to get there," concluded Kimber.

Orrick, Herrington & Sutcliffe provided legal counsel to Intersect Power. Latham & Watkins acted as legal counsel for the equity providers

and Kirkland & Ellis and Foley & Lardner for debt.

###

About Intersect Power

Founded in 2016, Intersect Power is a clean infrastructure company bringing efficient, innovative, and scalable low-carbon solutions to its customers in energy and commodity markets. Our expertise includes all phases of development, design, engineering, finance and operations. Intersect Power has a pipeline of 3.2GWDC of late-stage solar and storage projects that will be in operation by 2023 and an emerging pipeline of other clean infrastructure assets. The company has also developed and sold more than 1.7 GWDC of contracted solar projects across California and Texas, which are owned and operated by third party investors. For more information, visit www.intersectpower.com.

About Climate Adaptive Infrastructure

Climate Adaptive Infrastructure, LLC ("CAI") is an infrastructure investment firm specializing in low-carbon real assets in the energy, water and transport sectors. The firm seeks investments across core infrastructure assets that improve the sustainability and quality of life for the world's large and growing population. CAI selects, finances, constructs and manages its investments using climate screens and metrics designed to enhance investment returns and cut carbon emissions.

About Trilantic North America

Trilantic Capital Management L.P. ("Trilantic North America") is a private equity firm focused on control and significant minority investments in North America. Trilantic North America's primary investment focus is in the business services, consumer and energy sectors. Trilantic North America has managed six private equity fund families with aggregate capital commitments of $9.7 billion. Trilantic North America has been recognized by Inc. Magazine's 2019 list of Top 50 Founder-Friendly Private Equity Firms. For more information, visit www.trilanticnorthamerica.com.

About CarVal Investors

CarVal Investors is an established global alternative investment fund manager focused on

distressed and credit-intensive assets and market inefficiencies. Since 1987, CarVal has invested $124 billion in 5,495 transactions across 82 countries. CarVal has an established history of energy and power investments and is innovative in structuring partnerships in the renewables industry. For more information, visit www.carvalinvestors.com.

About Generate

Generate (Capital, Inc.) is a leading sustainable infrastructure company driving the infrastructure revolution. Generate builds, owns, operates and finances solutions for clean energy, water, waste and transportation. Founded in 2014, Generate partners with over 35 technology and project developers and owns and operates more than 2,000 assets globally. Generate is the one-stop shop offering pioneers of the Infrastructure Revolution tailored funding and support needed to get projects built. Our Infrastructure-as-a-Service™ model delivers affordable, reliable and sustainable resources to over 1,000 customers, companies, communities, school districts and universities. Together, we are rebuilding the world. For more information, please visit www.generatecapital.com.

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– Snyder ISD – IP Lumina, LLC App. #1533 –

Comptroller Questions (via email on October 23, 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 or local entity.
3) Has this project applied to ERCOT at this time? If so, please provide the project's GINR number and when was it assigned.

Company Response (via email on October 30, 2020):

1) *In the ERCOT Interconnection Process, the project is known as Jade Solar.*
2) *To my understanding, the project has only been known as IP Lumina, LLC, Lumina Solar, and Jade Solar.*
3) *Jade Solar, 22INR0360 assigned on July 6th, 2020*

Comptroller Follow-up Questions (via email on October 30, 2020)

1) 1 I have a couple of follow-up questions. Based on my review of two Monthly Generator Interconnection Status Reports issued by ERCOT (Sept. 2019; Sept. 2020) a year apart show the project known as Lumina by ERCOT and assigned a different number than the one listed in the email below. Why the change now? A different INR # and name?

September 2019

182	21INR0202	R Massengale	SS Completed, FIS Started, No IA	Lubbock Power and Light	MacKenzie 60 kV	Lubbock	PANHANDLE	06/03/2021	GAS
183	21INR0203	Smithland Texas Solar	SS Completed, FIS Started, No IA	EDP RENEWABLES NORTH AMERICA LLC	tap 345kV 3687 Bell E - 39950 TNP One	Milam	SOUTH	10/31/2021	SOL
184	**21INR0204**	**Lumina**	**SS Completed, FIS Started, No IA**	**IP Lumina, LLC**	**11305 Dermott 345kV**	**Scurry**	**WEST**	**12/31/2021**	**SOL**
185	21INR0205	Radian	SS Completed, FIS Started, No IA	IP Radian, LLC	1444 Brown 345kV	Brown	NORTH	05/31/2022	SOL
186	21INR0206	Elwood	SS Completed, FIS Started, No IA	IP Elwood, LLC	5161 Paint Creek 138kV	Haskell	WEST	12/31/2021	SOL

September 2020

85	21INR0203	Cattlemen Solar Park LLC	SS Completed, FIS Started, No IA	EDP RENEWABLES NORTH AMERICA LLC	tap 345kV 3687 Bell E - 39950 TNP One	Milam	SOUTH	06/30/2023	SOL	F
86	**21INR0204**	**Lumina Solar**	**SS Completed, FIS Started, No IA**	**IP Lumina, LLC**	**11305 Dermott 345kV**	**Scurry**	**WEST**	**06/30/2022**	**SOL**	F
87	21INR0205	Radian Solar	SS Completed, FIS Completed, No IA	IP Radian, LLC	1444 Brown 345kV	Brown	NORTH	12/31/2022	SOL	F

Company Response (via email on November 2, 2020

1) *IP decided to move the Point of Interconnection (POI) north along the Dermott to Cottonwood 345kV transmission line. As a result of the change in POI, ERCOT required that IP submit a new interconnection application. Since the name "Lumina" was already*

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included in ERCOT's records, we were required to change the name of the interconnecting entity as well, even though this remains the [same] project footprint. For the avoidance of doubt, the Jade Solar project will be tied to IP Lumina, LLC going forward.

EXHIBIT B

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

SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED

IP LUMINA LLC PROJECT

(APPLICATION # 1533)

ON THE FINANCES OF

SNYDER INDEPENDENT SCHOOL DISTRICT

UNDER A REQUESTED

CHAPTER 313 APPRAISED VALUE LIMITATION

PREPARED BY
JIGSAW SCHOOL FINANCE SOLUTIONS, LLC

Introduction

IP Lumina LLC ("Company") has submitted an application to the Snyder Independent School District ("District") requesting a property value limitation on a proposed project located within the school district boundaries, under Chapter 313 of the Texas Tax Code. The proposed project is a renewable energy electric generation project located in Snyder County, TX. The company estimates that the total investment in this project will be approximately $122 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 Snyder Independent School District may grant a value limitation for maintenance and operation taxes in the amount of $30 million dollars for a period of ten years.

The application calls for the project to be taxable for both maintenance and operation (M&O) and interest and sinking (I&S) during the 2021-22 school year. Beginning with the 2024-25 school year, the value of the project would be limited to $30 million for maintenance and operation (M&O) tax purposes and remain limited through the 2033-34 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 District -	$1,543,950
Supplemental Payments to District -	$1,696,397
Total Revenue to District Resulting From Tax Code Chapter 313 Agreement -	$3,240,347
Total Tax Savings to Company after all Payments -	$4,651,211

School Finance Mechanics

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

SHARE OF PROGRAM COST (TIER I), Subsection d - *A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year.* During any school year where there would have been a loss of property tax revenue from the prior year as a result of the Tax Code Chapter 313 agreement, a revenue protection payment equal to that reduction will be required.

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

Underlying Assumptions

A forecast of the financial impact that the proposed value limitation will have on Snyder ISD's future revenue is critical information that will be very useful to the district when making the decision to grant the limitation and for the district's long range financial planning process. Analysis for this application covers the 2020-21 through the 2038-39 school years.

The Revenue Protection Clause of the proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for the school district to be held harmless against any potential losses as a result of the value limitation agreement. Revenue protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time in years one through ten of the agreement. This stipulation is a statutory requirement under Section 313.027 of the Tax Code.

The approach used in this report was to predict 16 years of base data including average daily attendance, M&O and I&S tax rates, maintenance and operation (M&O) tax collections, current year (CAD) values and prior year (CPTD) values for each year of the agreement. For the purposes of this analysis, final 2020 Comptroller Property Tax Division (CPTD) certified values were used as well as 2020 County Appraisal District (CAD) values from Scurry CAD. Snyder ISD currently has other approved Chapter 313 projects. These values have been included in the base data illustrated in **Table 1**.

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Table 1 Base District Information
Snyder ISD, IP Lumina LLC, Project # 1533

Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	Property Value Without Project	Project Values	Property Value No Limit	Property Value With Limit	Property Value with Project per WADA	Property Value with Limitation per WADA
0	2020-21	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$0	$2,353,585,728	$2,353,585,728	$685,211	$685,211
0	2021-22	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$0	$2,353,585,728	$2,353,585,728	$685,211	$685,211
0	2022-23	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$0	$2,353,585,728	$2,353,585,728	$685,211	$685,211
QTP1	2023-24	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$0	$2,353,585,728	$2,353,585,728	$685,211	$685,211
QTP2/L1	2024-25	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$191,433,500	$2,545,019,228	$2,383,585,728	$740,944	$693,945
L2	2025-26	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$174,817,310	$2,528,403,038	$2,383,585,728	$736,107	$693,945
L3	2026-27	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$158,201,430	$2,511,787,158	$2,383,585,728	$731,269	$693,945
L4	2027-28	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$139,510,340	$2,493,096,068	$2,383,585,728	$725,828	$693,945
L5	2028-29	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$120,819,540	$2,474,405,268	$2,383,585,728	$720,386	$693,945
L6	2029-30	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$102,129,030	$2,455,714,758	$2,383,585,728	$714,945	$693,945
L7	2030-31	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$81,363,290	$2,434,949,018	$2,383,585,728	$708,899	$693,945
L8	2031-32	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$62,673,320	$2,416,259,048	$2,383,585,728	$703,458	$693,945
L9	2032-33	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$50,210,110	$2,403,795,838	$2,383,585,728	$699,829	$693,945
L10	2033-34	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,973,660	$2,397,559,388	$2,383,585,728	$698,014	$693,945
MVP1	2034-35	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,963,960	$2,397,549,688	$2,397,549,688	$698,011	$698,011
MVP2	2035-36	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,954,500	$2,397,540,228	$2,397,540,228	$698,008	$698,008
MVP3	2036-37	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,945,280	$2,397,531,008	$2,397,531,008	$698,005	$698,005
MVP4	2037-38	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,936,290	$2,397,522,018	$2,353,585,728	$698,003	$685,211
MVP5	2038-39	2,357	3,435	$0.9564	$0.0910	$2,353,585,728	$43,927,520	$2,397,513,248	$2,353,585,728	$698,000	$685,211

To isolate the impact of the value limitation on the District's finances over the term of the agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that existed in the 2020-21 school year. An ADA of 2,357, a WADA of 3,435 and an M&O tax rate of $0.9564 were used for each year of the of the initial forecast. Due to HB 3, however, the M&O tax rate will be compressed to each tax year. A tax collection rate of 100% is assumed in all the calculations used in this analysis. The Scurry CAD certified value for 2020-2021 was used as the 2020 CAD value. This value was used as the basis for subsequent current year (CAD) values in this report. The 2020 T2, T7 and T8 Comptroller Property Tax Division (CPTD) preliminary values certified to school districts in late January, 2021 was used for 2020-21 year and the Scurry CAD 2020 value was used as a basis for predicting future year (CPTD) values for each of the agreement years.

The proposed agreement and Tax Code Chapter 313 Section 48.256 Subsection D calls for Snyder ISD to be held harmless against potential state and local revenue losses that might occur as a result of the value limitation being in effect for any given year of the agreement. In order to predict when and if these tax revenue losses may occur, a state and local revenue projection for the 2019-2020 school year was completed to serve as baseline data and is displayed in **Table 2**. In any year of the limitation period where total state and local funding with the full project value exceeds the total state and local funding produced when the limited value is used, a Revenue Protection Payment is indicated for that year. The results of these calculations are illustrated in **Table 3**.

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Table 2			
District:	Snyder ISD		
Applicant:	IP Lumina LLC		
Project #	1533		
	Summary of Finances 2020-21 School Year		
	Basic Information:		
	Total Refined ADA (adj. for decline, if applicable)	2,357.45	2,357.45
	CPTD Property Value	2,697,337,900	2,353,585,728
	Total M&O Tax Collections	24,477,292	22,509,694
	HB 3 WADA		3,434.83
		2020-21 Old Law	2020-21 HB 3
	Total Cost of Tier I	15,446,904	21,326,275
	LESS: Local Fund Assignment	26,973,379	21,568,260
	State Share of Tier I	(11,526,475)	(241,984)
	TIER I STATE AID:		
	Greater of State Share of Tier I or Current Law ASF+HS NIFA; or HB3 ASF	1,005,735	1,005,735
	Gross Recapture - Tier 1	0	1,247,720
	Adjustments to Gross Recapture in Order to Maintain Revenue, if applicable	0	0
	Adjusted Gross Recapture - Tier 1	0	1,247,720
	CAD credit	0	0
	Net Recapture - Tier I	0	1,247,720
	Tier II State Aid for "Golden" Level	429,262	412,714
	Tier II State Aid for "Copper" Level	0	0
	TOTAL TIER II STATE AID	429,262	412,714
	Gross Recapture - Copper Penny Level	0	0
	CAD credit	0	0
	Net Recapture - Copper Penny Level	0	0
	Other Programs:		
	Supplemental TIF Payment	0	0
	State Aid Reduction for WADA Sold	0	0
	Ch 313 Tax Credits	0	0
	Staff Allotment	0	0
	TSD Charge	0	0
	TSB Charge	0	0
	TOTAL OTHER PROGRAMS	80,688	0
	Less: Available School Fund (estimated)	(1,005,735)	(1,005,735)
SUMMARY OF TOTAL STATE/LOCAL M&O REVENUE:			
M&O Revenue From State (not including Fund 599)		1,515,685	1,418,449
M&O Revenue From Local Taxes Before Recapture		24,477,292	22,509,694
Recapture, if any		10,388,229	1,247,720
STATE/LOCAL M&O REVENUE (prior to Formula Transition & Equalized Wealth Transiti		15,604,747	22,680,424
Formula Transition Grant		0	0
Equalized Wealth Transition Grant		0	0
HB 3 NET TOTAL STATE/LOCAL M&O REVENUE		14,777,209	22,680,424

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Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation tax revenue was estimated for each year of the agreement. **Table 3** indicates that there will be a tax revenue loss to the district of $1.544 million over the course of the agreement. The revenue loss by the district due to the agreement and Tax Code Chapter 313 Section 48.256 Subsection D is estimated to be mostly in the first year of the value limitation period.

Financial Impact on the Taxpayer

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the project to be limited to $30 million starting in school year 2024-25 and remaining limited through school year 2033-34. The potential gross and net tax savings to IP Lumina LLC are shown in **Table 3.** As stated earlier, an M&O tax rate of $0.9564 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 $7.9 million over the length of the contract. Net tax savings are estimated to be $6.35 million. To estimate supplemental payments to the school district of $100 per ADA, a model of ADA was applied to the base ADA of 2357, which was the TEA estimated ADA for Snyder ISD through the end of the first semester of the 2020-21 school year. Actual supplemental payment calculations will be based on the district's prior year Average Daily Attendance (ADA). It should also be noted that during the limitation period, total payments are limited to 40% of gross tax savings, with unpaid balances carried forward for payment in future years.

Facilities Funding Impact on the District

Reports submitted by IP Lumina LLC show the full value of the property being depreciated over time. Even so, the full value of the project will be available to the district for I&S taxes and will enhance the district's ability to service current and future debt obligations. Texas funding laws provide assistance to school districts for debt service purposes in the form of the Instructional Facilities Allotment and the Existing Debt Allotment. The formulas provide a guarantee of $35 per ADA per penny of tax effort. While the project is expected to provide additional employment opportunities in the area, the impact on student enrollment is predicted to be minimal.

Conclusion

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

Note, the Texas Legislature could take additional action potentially altering the impact of this 313

valuation limitation agreement on the finances of Snyder ISD and result in estimates that differ significantly from the estimates presented in this analysis. Some of the factors that could significantly impact these estimates are legislative action and or administrative rule changes made by the Texas Education Agency or the Comptroller of Public Accounts, including, but not limited to school finance formulas, property value appraisals, tax exemptions or other aspects of tax code. Consideration must also be given to the potential impact of existing variables which include significant increases or decreases to overall district property values, the actual value of the proposed project, school district tax rates and student enrollment/attendance numbers.

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Table 3 Estimated Financial Impact - Preliminary
Snyder ISD - IP Lumina, LLC #1533

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit $100 per ADA	Company Tax Benefit	Snyder Benefit @ 40% of Tax Savings	Company Benefit @ 60% of Tax Savings
0	2020-21	$0	$0	$0	0.9584	$0	$0	$0	$0	$0	$0	$0	0	$0
0	2021-22	$0	$0	$0	0.9584	$0	$0	$0	$0	$0	$0	$0	0	$0
0	2022-23	$0	$0	$0	0.9584	$0	$0	$0	$0	$0	$0	$0	0	$0
OTP 1	2023-24	$0	$0	$0	0.9584	$0	$0	$0	$0	$0	$235,700	-$235,700	$235,700	-$235,700
OTP2/L1	2024-25	$191,433,500	$30,000,000	$161,433,500	0.9584	$1,830,870	$288,920	$1,543,950	-$1,543,950	$0	$235,700	-$235,700	$617,580	$926,370
L2	2025-26	$174,817,310	$30,000,000	$144,817,310	0.9584	$1,671,953	$288,920	$1,383,033	$0	$1,395,033	$235,700	$1,149,333	$554,013	$831,020
L3	2026-27	$159,201,430	$30,000,000	$129,201,430	0.9584	$1,513,036	$288,920	$1,224,116	$0	$1,226,116	$235,700	$990,416	$490,447	$735,671
L4	2027-28	$139,510,340	$30,000,000	$109,510,340	0.9584	$1,324,277	$288,920	$1,047,357	$0	$1,047,357	$235,700	$811,657	$419,843	$629,414
L5	2028-29	$120,819,540	$30,000,000	$90,819,540	0.9584	$1,155,518	$288,920	$866,598	$0	$866,598	$235,700	$632,898	$235,700	$632,898
L6	2029-30	$102,129,030	$30,000,000	$72,129,030	0.9584	$976,762	$288,920	$689,842	$0	$689,842	$235,700	$454,142	$235,700	$454,142
L7	2030-31	$81,383,290	$30,000,000	$51,383,290	0.9584	$778,159	$288,920	$491,239	$0	$491,239	$235,700	$255,539	$196,495	$294,744
L8	2031-32	$62,673,320	$30,000,000	$32,673,320	0.9584	$599,408	$288,920	$312,488	$0	$312,488	$235,700	$76,788	$124,995	$187,493
L9	2032-33	$50,210,110	$30,000,000	$20,210,110	0.9584	$480,209	$288,920	$193,289	$0	$193,289	$235,700	-$42,411	$77,316	$115,973
L10	2033-34	$43,973,880	$30,000,000	$13,973,880	0.9584	$420,584	$288,920	$133,644	$0	$133,644	$235,700	-$102,056	$53,458	$80,186
M/P1	2034-35	$43,963,980	$43,963,980	$0	0.9584	$420,471	$420,471	$0	$0	$0	$235,700	-$235,700	0	$0
M/P2	2035-36	$43,954,500	$43,954,500	$0	0.9584	$420,381	$420,381	$0	$0	$0	$235,700	-$235,700	0	$0
M/P3	2036-37	$43,845,290	$43,845,290	$0	0.9584	$420,293	$420,293	$0	$0	$0	$235,700	-$235,700	0	$0
M/P4	2037-38	$43,936,290	$43,936,290	$0	0.9584	$420,207	$420,207	$0	$0	$0	$0	$0		
M/P5	2038-39	$43,927,520	$43,927,520	$0	0.9584	$420,123	$420,123	$0	$0	$0	$0	$0		
TOTALS						$12,442,109	$4,550,551	$7,891,558	-$1,543,950	$8,347,808	$3,299,800	$3,047,808	**$ 3,240,347.26**	**$ 4,651,210.70**

*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.

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EXHIBIT C

**Proposed Agreement between
Snyder Independent School District
and IP Lumina, LLC**

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

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by and between

SNYDER INDEPENDENT SCHOOL DISTRICT

and

IP Lumina, LLC

(Texas Taxpayer ID #32068514515)

Comptroller Application #1533

Dated

July 8, 2021

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

STATE OF TEXAS §

COUNTY OF SCURRY §

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 **SNYDER INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **IP LUMINA, LLC,** Texas Taxpayer Identification Number 32068514515 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on September 10, 2020, the Superintendent of Schools of the Snyder Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on September 10, 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 CCG (Local), and agreed to consider the Application;

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

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and December 11, 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 Scurry County Appraisal District established in Scurry County, Texas (the "Scurry 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 March 11, 2021, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the District's Board of Trustees, acting through its Superintendent of Schools, by letter dated April 22, 2021, extended the statutory deadline by which the District must consider the Application until December 11, 2021, and the Comptroller was provided notice of such extension as set out under 34 TEXAS ADMIN. CODE Section 9.1054(d);

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

WHEREAS, on July 8, 2021, 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 July 8, 2021, 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 July 8, 2021, 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 July 8, 2021, 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 July 8, 2021, 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 IP Lumina, LLC, *(Texas Taxpayer ID #32068514515),* the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

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

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

"*Application*" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on September 10, 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 Scurry County Appraisal District.

"*Board of Trustees*" means the Board of Trustees of the Snyder Independent School District.

"*Comptroller*" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

"*Comptroller's Rules*" means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

"*County*" means Scurry County, Texas.

"*District*" *or* "*School District*" means the Snyder 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.

"Aggregate Limit" means, for any Tax Year during the Tax Limitation Period of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

"*Applicable School Finance Law*" means the State constitution and laws, agency regulations and/or judicial rulings then controlling the public school finance system for Texas public schools and school districts generally and the District specifically, in accordance with all provisions thereof applicable to any terms of this Agreement at the time any computation, calculation or obligation of either Party under this Agreement is

required to be performed or for the period to which such computation, calculation or obligation relates, as applicable. The term includes any amendments or successor statutes that may be adopted in the future which affect the calculation of the District's Maintenance and Operations Revenue or the Applicant's ad valorem tax obligation to the District, in each case, either with or without the limitation on appraised value of property pursuant to this Agreement.

"Commercial Operation" shall be measured by the installation and placement in service (upon completion of any necessary facilities for interconnection with the electric grid and commissioning) of at least 20MW of nameplate capacity of the solar generating panel/module equipment described as part of the Qualified Property.

"Cumulative Payments" means for each year of this Agreement the total of all payments, calculated under Articles IV, V and VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus all other payments paid by Applicant to compensate District for loss of revenue under this Agreement for the current Tax Year.

"*Lost M&O Revenue*" means the reduction in Maintenance and Operations *ad valorem* Tax Revenue to the District caused by, resulting from, or on account of the execution of this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date of this Agreement as calculated in accordance with Section 4.2.

"Maintenance and Operations Tax Revenue" means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 48 of the TEXAS EDUCATION CODE, or any other statutory provision as well as any amendment or successor statute to these provisions, minus (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iii) above may be amended by Applicable School Finance Law from time to time. Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

"New M&O Revenue" means the total State and local Maintenance and Operations Tax Revenue that the District actually received for such school year attributable to the Qualified Property that is the subject of this Agreement.

"Net Tax Benefit" means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *minus*, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for such Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this

Agreement.

"Option to Terminate" means, Applicant's written notice to the District that (i)Applicant has determined that it will not commence or complete construction of the Applicant's Qualified Investment prior to the beginning of the Tax Limitation Period and (ii) Applicant has elected to unilaterally terminate this Agreement. Applicant's election of an Option to Terminate shall not require Applicant to pay any penalty or further liability consistent with Section 7.1.

"*Original M&O Revenue*" means the total State and local Maintenance and Operations Tax Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant's Qualified Property been subject to the ad valorem maintenance and operations tax at the then-current tax rate. For purposes of this calculation, the Third Party will base its calculations upon the District's taxable value of property for the preceding tax year as certified by the Appraisal District for all taxable accounts in the District, less the Qualified Property subject to this Agreement, plus the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District's tax levy for debt service (interest and sinking fund) ad valorem tax purposes.

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

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is December 11, 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 July 8, 2021.

C. The Qualifying Time Period for this Agreement:

i. Starts on January 1, 2023, 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, 2024, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

i. Starts on January 1, 2024, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and

ii. Ends on December 31, 2033.

E. The Final Termination Date for this Agreement is December 31, 2038.

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. $30,000,000.

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

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

A. have completed the Applicant's Qualified Investment in the amount of $30,000,000 during the Qualifying Time Period;

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

C. pay an average weekly wage of at least $1,106.50 for all New Non-Qualifying Jobs created by the Applicant.

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

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

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

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

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

ARTICLE III

QUALIFIED PROPERTY

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

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

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

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

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

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF PARTIES.

It is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256 (d) of the TEXAS EDUCATION CODE that the District shall be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue as a direct result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement.

Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI of this Agreement. **It is the intent of the Parties that the risk of any and all Lost M&O Revenue as a direct result of, or on account of, entering into this Agreement, will be borne by the Applicant and not by the District.**

Subject to the limitations contained in this Agreement, the calculation of any Lost M&O Revenue required to be paid by the Applicant under this Article IV shall be made for the first time in the first complete Tax Year following the Application Approval Date and every year thereafter during the term of this Agreement.

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

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

i. For illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement;

ii. Are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and,

iii. May change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2 CALCULATING LOST M&O REVENUE.

Subject to the limitations contained in this Agreement, the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on Final Termination Date (the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

Subject to the limitations contained in this Agreement, the Lost M&O Revenue owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

In making the calculations required by this Section 4.2:

i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.

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

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

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

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

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.

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

Section 4.4. DATA USED FOR CALCULATIONS.

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

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on

the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified 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, and 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, solely 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 direct result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of

any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. PAYMENT BY APPLICANT.

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars ($15,000.00). For any Tax Year outside of the Tax Limitation Period and for which the Comptroller's Biennial Report is not required, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 which exceeds Seven Thousand Five Hundred Dollars ($7,500.00); provided, however, that in the event the Applicant appeals the Third Party calculations as provided in Section 4.9, below, the Applicant shall be responsible for an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars ($15,000).

Section 4.9. RESOLUTION OF DISPUTES.

Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations. Any appeal by the Applicant of the final determination of calculations shall in no way limit Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT.

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

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.

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

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. 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 preceding school year.

Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT.

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period (2023) and ending December 31 of the last year of the Tax Limitation Period (2033), Supplemental Payments shall be owed. The amount of each Supplemental Payment shall be equal to the limitation amount calculated in accordance with Section 6.2 above, except that for all Tax Years during the Tax Limitation Period, the supplemental payment amount shall be subject to the Aggregate Limit as provided in the following paragraph.

If, for any Tax Year during the Period of this Agreement the Cumulative Payments calculated under Sections IV, V and VI of this Agreement, exceed the Aggregate Limit for such Tax Year, the Applicant's Supplemental Payment amount for such Tax Year shall be reduced by the difference between the Cumulative Payments and the Aggregate Limit for such Tax Year, with such difference being carried forward from year-to-year until paid to the District. In addition, for any Tax Year beginning with the first year of the Tax Limitation Period, the Applicant's Cumulative Payments calculated under Sections IV, V and VI of this Agreement shall not exceed forty percent (40%) of Applicant's Net Tax Benefit under this Agreement in such Tax Year.

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant's Cumulative Payments; (ii) the determination of the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Cumulative Payments and Supplemental Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant's Supplemental Payment amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.

(a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.

(b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 6.1.

(c) Any appeal by the Applicant of the calculations made by the Third Party under this Article VI shall be done in the same manner as set forth in Section 4.9, above.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees.

ARTICLE VII
ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. 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 ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Scurry 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 Scurry County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any

breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the ninety (90) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.1 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 ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

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

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

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

on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

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

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make $30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

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

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

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

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

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

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and

operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

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

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

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

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

To the District		**With Copy to**
Name:	Snyder Independent School District	Sara Leon & Associates, PLLC
Attn:	Superintendent Dr. Eddie Bland or his successor	Sara Hardner Leon
Address:	2910 37th Street	2901 Via Fortuna, Suite 475
City/Zip:	Snyder, Texas 79549	Austin, Texas 78746
Phone :	325.574.8900	512.637.4244
Fax :	325.574.1610	512.637.4245
Email:	ebland@snyderisd.net	saraleongroup@saraleonlaw.com

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

To the Applicant	
Name:	IP Lumina, LLC
Attn:	Lucas Dunnington or Christian Fiene
Address:	9450 SW Gemini Drive PMB #68743
City/Zip:	Beaverton, OR 97008-7105
Phone :	317.345.0632
Email:	luke@intersectpower.com christian@intersectpower.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 Scurry 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 8th day of July , 2021.

IP LUMINA, LLC

By: _____
Luke Dunnington, President

SNYDER INDEPENDENT SCHOOL DISTRICT

By: _____
Ralph Ramon, President
Board of Trustees

ATTEST:

_____
Doug Neff, Secretary
Board of Trustees

EXHIBIT 1
DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SNYDER INDEPENDENT SCHOOL DISTRICT

A Resolution designating a certain area as a reinvestment zone in connection with an economic development Agreement under Chapter 313 of the Texas Tax Code, such reinvestment zone located within the geographic boundaries of the Snyder Independent School District, in Scurry County, Texas, to be known as the "IP Lumina Reinvestment Zone"; establishing the boundaries thereof in connection with an application for value limitation agreement for school district maintenance and operations taxes under chapter 313 of the Texas Tax Code submitted by IP Lumina, LLC (Taxpayer I.D. 32068514515), Comptroller's Application No. 1533:

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

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

WHEREAS, on July 8, 2021, the District's Board of Trustees held a public hearing regarding the property proposed to be designated as the reinvestment zone, described in the attached Exhibits A and B; and,

WHEREAS, at such public hearing all interested members of the public were given an opportunity to appear and speak for or against the designation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and approval of an Agreement for Value Limitation on Appraised Value of Qualified Property for School District Maintenance and Operations Taxes, as authorized by Chapter 313 of the TEXAS TAX CODE with IP Lumina, LLC (Texas Taxpayer I.D. No. 32068514515); and,

WHEREAS, the District wishes to designate a reinvestment zone within the boundaries of the school district in Scurry County, Texas to be known as the "IP Lumina Reinvestment Zone" as shown on the attached Exhibit B.

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

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

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

(a) That the public hearing on the adoption of the "IP Lumina Reinvestment Zone" has been properly called, held, and conducted;

(b) That the boundaries of the "IP Lumina Reinvestment Zone" be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the legal description attached hereto as Exhibit A;

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

(d) That the "IP Lumina Reinvestment Zone" described in Exhibit A meets the criteria set forth in TEXAS TAX CODE §312.0025 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and will attract major investment in the zone that will be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the District.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the District hereby designates a reinvestment zone under the provisions of TEXAS TAX CODE §312.0025, encompassing the area described by the descriptions in Exhibit A, and such reinvestment zone is hereby designated and shall hereafter be referred to as the "IP Lumina Reinvestment Zone."

SECTION 4. That the "IP Lumina Reinvestment Zone" shall take effect upon adoption of this Resolution by the District Board of Trustees and shall remain designated as a commercial- industrial reinvestment zone for a period of five (5) years from such date of such designation.

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

PASSED, APPROVED, AND ADOPTED on this 8th day of July, 2021.

SNYDER INDEPENDENT SCHOOL DISTRICT

By: _____
Ralph Ramon, President
Board of Trustees

ATTEST:
By: _____
Doug Neff, Secretary
Board of Trustees

EXHIBIT A

LEGAL DESCRIPTION OF THE "IP Lumina Reinvestment Zone"

Legal Description of Property to be considered for
Reinvestment Zone/Tax Abatement

All of Section 546 in Block No. 97, of the H&TC Ry. Co. Survey, Cert. No. 43/5775, A-1807, Patent No. 34, Vol. 57, Scurry County, Texas, containing 640 acres, more or less, Scurry County, Texas.

All of Section 568, in Block No. 97, of the H&TC Ry. Co. Survey, Cert. No. 43/5786, Abstract Nos. 2383 and 2879, Patent No. 348, Volume 19-A and Patent No. 175, Volume 7-B, Scurry County, Texas, containing 648.1 acres, more or less;

All of the North One-half (N/2) of Section No. 547, in Block 97, of the H&TC Ry. Co. Survey, Cert. No. 43/S776, Abstract No. 2163, Patent No. 206, Volume 79-A, Scurry County, Texas, containing 326.4 acres, more or less

Being 2052.76 acres of land out of Survey 699, Abstract No. 290, H&TC Ry. Co. Survey, Block 97, Kent County, Texas and said Survey 699, Abstract No. 698, Survey 655, Abstract No. 692, Survey 656, Abstract No. 1803, Survey 610, Abstract No. 1804 and Survey 611, Abstract No. 417, H&TC Ry. Co. Survey, Block 97, Scurry County, Texas and said 2052.76 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron pipe found for the northwest corner of this tract and being the intersection of the East line of Kent County Road No. 318 with the North line of said Survey 699;

THENCE with the North line of this tract and said Survey 699 with a fence S. 88° 25'35" E. S369.48 feet to a fence comer found and occupying the Northeast comer of said Survey 699 and for the North Northeast comer of this tract;

THENCE with the East line of said Survey 699 and the Northerly East line of this tract, with a fence, S. 01° 56'12" W. 5312.99 feet to a fence corner occupying the Southeast corner of said Survey 699 and the Northwest comer of said Survey 655 and being a re-entrant comer of this tract;

THENCE with the North line of this tract and said Survey 655, with a fence 5. 87°50'10" E. 5375.01 feet to a fence comer found and occupying the Northeast corner of said Survey 655 and being the East Northeast corner of this tract;

THENCE with the East line of this tract and said Survey 655, with a fence, S. 01° 45'37" W. 5299.52 feet to the occupied Southeast corner of said Survey 655 and the Northeast corner of said Survey 611;

THENCE continuing with the East of this tract and East line of said Survey 611, with a fence, S. 01° 31'42" W. 3192 .71 feet to a fence corner for the Southeast comer of this tract;

THENCE with a South line of this tract, with a fence as follows, N. 80° 43'17" W. 148.12 feet to a fence corner, N. 22° 30'07" W. 158.90 feet to a fence corner, N. 47° 48'32" W. 5969.82 feet to a fence corner, N. 38° 18'14" W. 276.25 feet to a fence corner, N. 26° 22'54" W. 24.03 feet to a fence corner, S. 66° 40'13" W.

975.57 feet to a fence corner, S. 13° 18'57" E. 92.60 feet to a fence corner, S. 70° 47'39" W. 1518.49 feet to a fence corner, N. 88° 23'02" W. 2624.59 feet to a fence corner, N. 88° 22'17" W. 457.38 feet to fence corner, N. 88° 26'17" W. 139.45 feet to a fence corner, N. 88° 49'55" W. 289.71 feet to the Southwest corner of this tract;

THENCE with the West line of this tract and said Survey 610 and said Survey 656, N. 01° 54'47" E. 1466.98 feet to a fence corner in the East right-of-way line of F.M. Highway 1142;

THENCE with the East line of said F.M. Highway 1142, with a fence, N. 22° 04'45" E. 145.10 feet to a fence comer, N. 01° 15'01" E. 159.46 feet to a fence corner, N. 01° 15'51" E. 679.80 feet, N. 01° 20'30" E. 1575.36 feet to a fence corner, N. 01° 36'19" E. 2797.30 feet to a fence corner at the Intersection of the North right of way line of said F.M. Highway 1142 with the East line of Kent County Road No. 318;

THENCE continuing with the West line of this tract and the East line of said Kent County Road No. 318, N. 01° 41'07" E. 1193.09 feet to a fence corner, N. 01° 10'18" E. 2556.37 feet to a fence corner, N. 06° 14'22" W. 50.91 feet to the place of beginning and containing an area of 2052.76 acres of land.

All of Section No. 545, in Block No. 97, of the H&TC Ry. Co. Survey, Patent Volume 93-A, No. 481, Abstract No. 2565, Scurry County, Texas, containing 650.4 acres, more or less.

EXHIBIT B

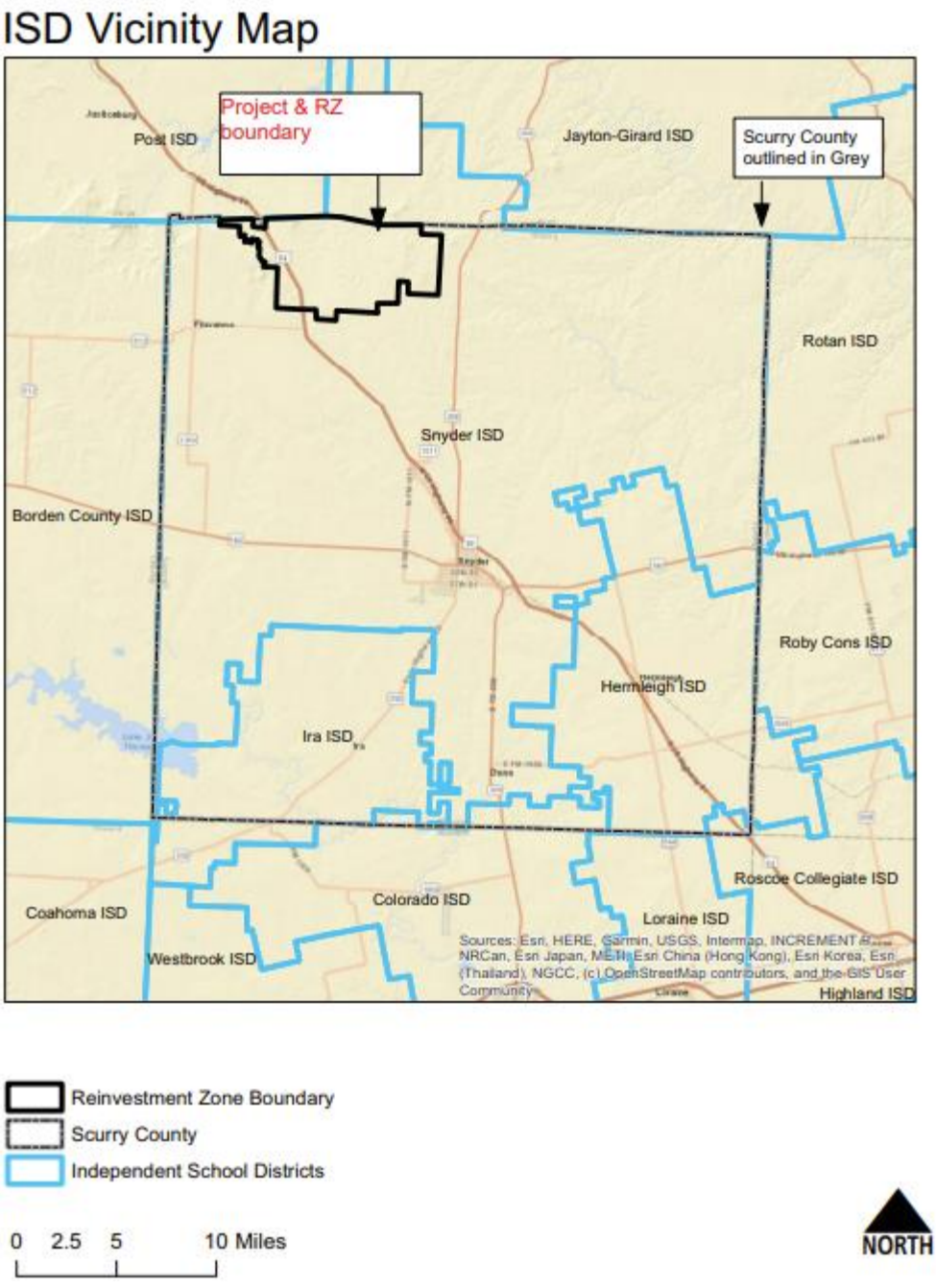
SURVEY MAP OF THE "IP Lumina Reinvestment Zone"

1533-Snyder-IPLumina-Amendment 011-November 19, 2020
Lumina I Reinvestment Zone
Google Earth
Legend
IP Lumina I Project Outline

[i

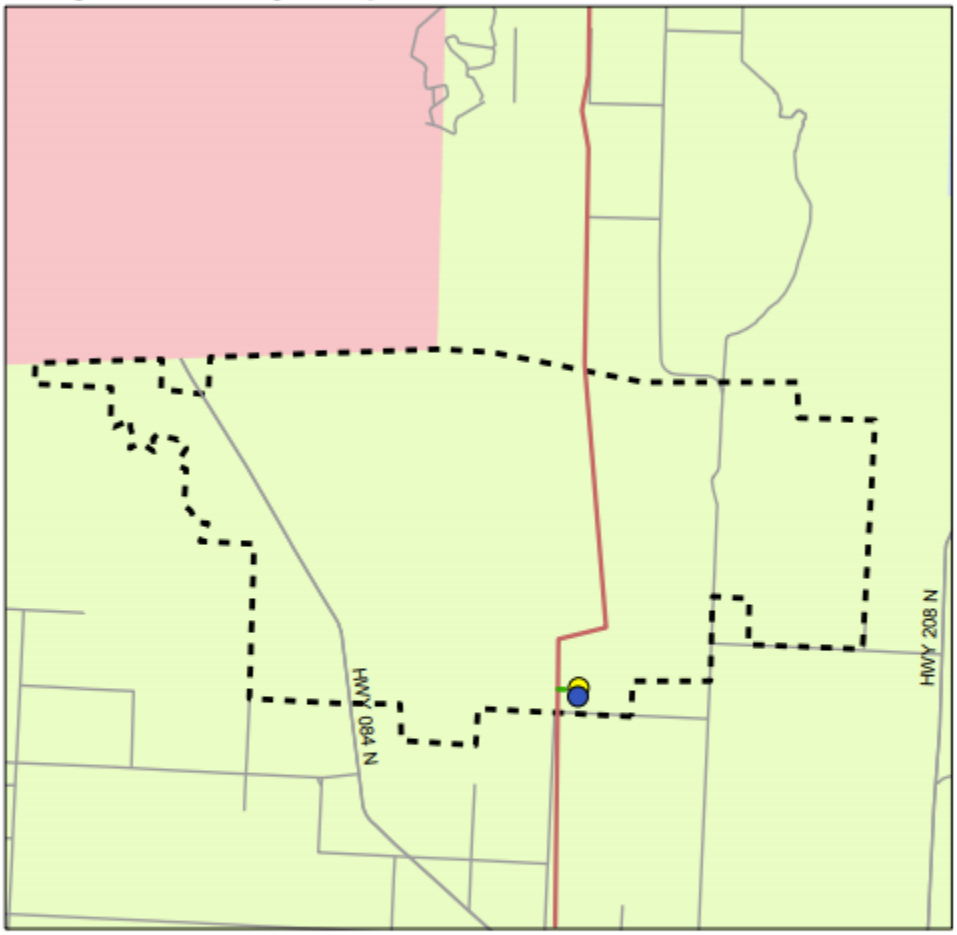
EXHIBIT 2
DESCRIPTION AND LOCATION OF LAND

1533-Snyder-IPLumina-Amendment 001-November 19, 2020



1533-Snyder-IPLumina-Amendment 001-November 19, 2020

Project Vicinity Map



Legend

- RZ & Project Boundary
- O&M Building - Approximate Location
- Project Substation (Approximate Location)
- Dermott to Cottonwood 345 kV
- Gen-Tie (Approximate Location)

Independent School Districts

- Jayton-Girard ISD
- Post ISD
- Snyder ISD

NORTH

County

All areas in view are within Scurry County, TX

0 1.25 2.5 5 Miles

EXHIBIT 3
APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment shall be all tangible personal property first placed in service during the Qualifying Time Period that is owned by the Applicant, is described in this EXHIBIT 3 below, and is located in the boundaries of the District and the Reinvestment Zone described in EXHIBIT 1 of this Agreement.

IP Lumina, LLC plans to construct an approximately 360 MW solar farm in Scurry County.

This application covers all qualified property in the reinvestment zone and the project boundary within Snyder ISD necessary for the commercial operations of the proposed solar farm described in Tab 4. Approximately three hundred and sixty megawatts (360 MW) will be located in Snyder ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 1,160,000 PV modules or equivalent and 515 inverters.

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

Qualified Investment and qualified property includes: solar modules/panels, tracking systems, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roadways, paving, fencing, O&M Building, substation, collection system, generation transmission line, interconnection facilities, control systems necessary for commercial generation of electricity and all and all necessary equipment for commercial generation of electricity.

*NOTE: The map in TAB 11 shows the potential locations of improvements within Snyder ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.

EXHIBIT 4
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Applicant's Qualified Property shall be all tangible personal property first placed in service after the Application Review Start Date that is owned by the Applicant, is described in this EXHIBIT 4 below, and is located in the boundaries of the District and the Reinvestment Zone described in EXHIBIT 1 of this Agreement.

IP Lumina, LLC plans to construct an approximately 360 MW solar farm in Scurry County.

This application covers all qualified property in the reinvestment zone and the project boundary within Snyder ISD necessary for the commercial operations of the proposed solar farm described in Tab 4. Approximately three hundred and sixty megawatts (360 MW) will be located in Snyder ISD. Panel placement is subject to change but for purposes of this application, the Project anticipates using approximately 1,160,000 PV modules or equivalent and 515 inverters.

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*NOTE: The map in TAB 11 shows the potential locations of improvements within Snyder ISD boundaries; however, the final number of panels and inverters and the location of each of these facilities is dependent upon ongoing negotiations with power purchasers and other factors.