



Austin
Houston
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February 11, 2022

Via Electronic Mail: Ch313.apps@cpa.texas.gov

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

Re: Application #1676 for Appraised Value Limitation on Qualified Property from Briggs Solar, LLC to Haskell Consolidated Independent School District—Amendment #001

First Year of Qualifying Time Period: January 1, 2026

First Year of Limitation Period: January 1, 2028

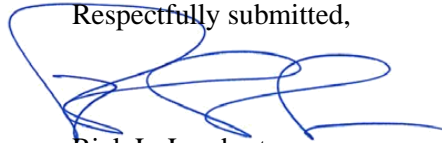
Dear Local Government Assistance and Economic Analysis Division:

Pursuant to your January 10th, 2022 request for additional information, please find attached Amendment #001 to Application #1676. The changes in the amended application pages are enumerated below.

1. Section 4, Page 3
 - The parent company is Cypress Creek Holdings, LLC with Taxpayer ID 32061651355. Sections 4.3 and 4.4 have been updated to reflect this information.
2. Section 14, Page 8 / Tab 13 / Tab 14, Schedule C
 - The non-qualifying wage in Section 14.4.a has been updated to reflect the most recent wage data.
 - Sections 14.6 and 14.7 and Schedule C have been updated to reflect the most recent wage data and commitment of annual salary for qualifying jobs.
3. Tab 11
 - The legend for the Vicinity Map has been updated to be consistent with Project Boundary and Reinvestment Zone Map. Tab 14/ Schedules
4. Tab 14/ Schedules
 - Schedules A1, A2, B, and C have been updated to the October 2020 version.
5. Tab 16
 - Haskell County guidelines and criteria have been supplemented in Amendment #001.
6. Signature Page
 - New signature pages are attached.

Thank you so much for your kind consideration to the foregoing.

Respectfully submitted,



Rick L. Lambert

RLL:sl

cc: ***Via Electronic Mail:*** whester@haskellcad.com
Ms. Wanda Hester, Chief Appraiser, Haskell County Appraisal District

Via Electronic Mail: lhise@haskell.esc14.net
Mr. Lonnie Hise, Superintendent of Schools, Haskell CISD

Via Electronic Mail: bwestlake@cwlp.net
Mr. Brandon Westlake, Partner, Cummings Westlake, LLC

Texas Comptroller of Public Accounts

Data Analysis and
Transparency
Form 50-296-ASECTION 2: Applicant Information (*continued*)

4. Authorized Company Consultant (If Applicable)

Brandon	Westlake
First Name	Last Name
Partner	
Title	
Cummings Westlake, LLC	
Firm Name	
713-266-4456	713-266-2333
Phone Number	Fax Number
bwestlake@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No

The total fee shall be paid at the same time the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

- 1a. If yes, include all transaction information below. Include proof of application fee paid to the school district in **Tab 2**. Any confidential banking information provided will not be publicly posted.

\$75,000	Check
Payment Amount	Transaction Type
Cypress Creek Renewables, LLC	Haskell CISD
Payor	Payee
November 18, 2021	
Date transaction was processed	

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Briggs Solar, LLC
2. Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32059483506
3. Parent Company Name Cypress Creek Holdings, LLC
4. Parent Company Tax ID 32061651355
5. NAICS code 221114
6. Is the applicant a party to any other pending or active Chapter 313 agreements? ☐ Yes ☒ No
- 6a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

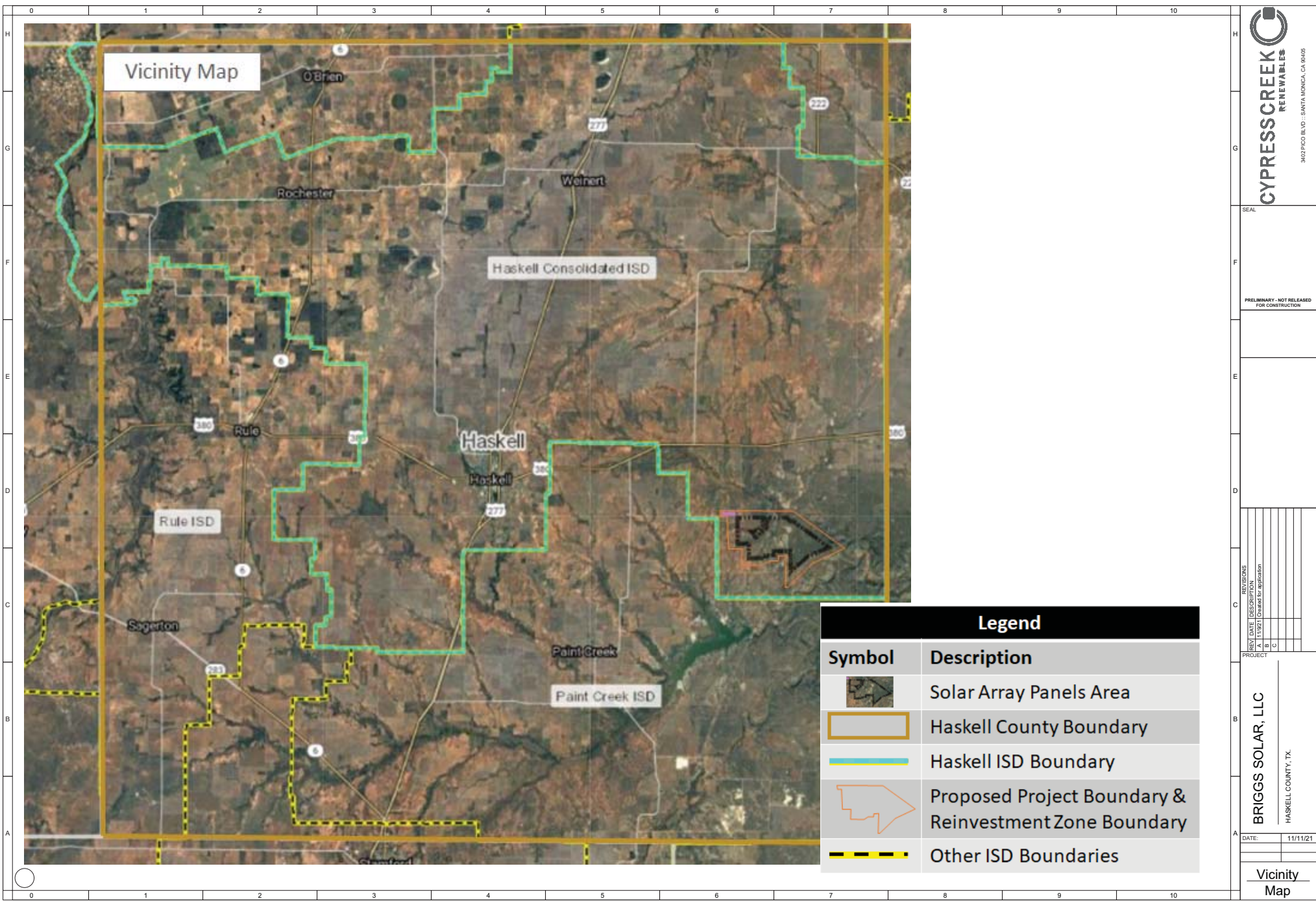
1. Business Organization of Applicant (*corporation, limited liability corporation, etc*) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☐ Yes ☒ No
- 2a. If yes, attach in **Tab 3** a copy of the most recently submitted Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

SECTION 14: Wage and Employment Information

1. What is the number of new qualifying jobs you are committing to create? 1
2. What is the number of new non-qualifying jobs you are estimating you will create? (See TAC 9.1051(14)) 0
3. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ☒ Yes ☐ No
- 3a. If yes, attach evidence of industry standard in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
4. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the Texas Workforce Commission website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22). **Note:** If a more recent quarter of information becomes available before the application is deemed complete, updated wage information will be required.
- a. Non-qualified job wages
- average weekly wage for all jobs (all industries) in the county is \$ 762.00
- b. Qualifying job wage minimum option §313.021(5)(A)
-110% of the average weekly wage for manufacturing jobs in the county is \$ 900.63
- c. Qualifying job wage minimum option §313.021(5)(B)
-110% of the average weekly wage for manufacturing jobs in the region is \$ 947.63
5. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? ☐ §313.021(5)(A) or ☒ §313.021(5)(B)
6. What is the minimum required annual wage for each qualifying job based on the qualified property? \$ 49,277.00
7. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? \$ 49,277.00
8. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
9. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? ☐ Yes ☒ No
- 9a. If yes, attach in **Tab 13** supporting documentation from the TWC, pursuant to §313.021(3)(F).
10. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? ☐ Yes ☒ No
- 10a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

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



CYPRESSCREEK
RENEWABLES

3402 PICO BLVD. - SANTA MONICA, CA 90405

SEAL

PRELIMINARY - NOT RELEASED
FOR CONSTRUCTION

REVISIONS

REV	DATE	DESCRIPTION
A	11/11/21	Created for application
B		
C		
D		
E		
F		
G		
H		

PROJECT

BRIGGS SOLAR, LLC

HASKELL COUNTY, TX.

DATE: 11/11/21

Vicinity
Map

BRIGGS SOLAR, LLC
TAB 13 TO CHAPTER 313 APPLICATION

HASKELL COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2021	\$ 745	\$ 38,740
SECOND	2021	\$ 785	\$ 40,820
THIRD	2020	\$ 732	\$ 38,064
FOURTH	2020	\$ 786	\$ 40,872
AVERAGE		\$ 762.00	\$ 39,624

HASKELL COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2021	\$ 786	\$ 40,872
FIRST	2020	\$ 771	\$ 40,092
FIRST	2019	\$ 774	\$ 40,248
FOURTH	2020	\$ 944	\$ 49,088
AVERAGE		\$ 819	\$ 42,575
X		110%	110%
		\$ 900.63	\$ 46,833

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
West Central	2020	\$ 861	\$ 44,797
X		110%	110%
		\$ 947.63	\$ 49,277

* SEE ATTACHED TWC DOCUMENTATION

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2021	01	Haskell	Total All	10	Total, All Industries	745
2021	02	Haskell	Total All	10	Total, All Industries	785
2020	03	Haskell	Total All	10	Total, All Industries	732
2020	04	Haskell	Total All	10	Total, All Industries	786

Year	Period	Area	Ownership	Industry Code	Industry	Average Weekly Wage
2019	01	Haskell	Private	31-33	Manufacturing	774
2019	04	Haskell	Private	31-33	Manufacturing	944
2020	01	Haskell	Private	31-33	Manufacturing	771
2021	01	Haskell	Private	31-33	Manufacturing	786

**2020 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations**

COG	COG Number	Wages	
		Hourly	Annual
Panhandle Regional Planning Commission	1	\$23.32	\$48,501
South Plains Association of Governments	2	\$20.42	\$42,473
NORTEX Regional Planning Commission	3	\$20.64	\$42,928
North Central Texas Council of Governments	4	\$32.34	\$67,261
Ark-Tex Council of Governments	5	\$21.30	\$44,299
East Texas Council of Governments	6	\$29.28	\$60,904
West Central Texas Council of Governments	7	\$21.54	\$44,797
Rio Grande Council of Governments	8	\$19.02	\$39,552
Permian Basin Regional Planning Commission	9	\$22.57	\$46,945
Concho Valley Council of Governments	10	\$27.28	\$56,739
Heart of Texas Council of Governments	11	\$23.41	\$48,696
Capital Area Council of Governments	12	\$29.96	\$62,326
Brazos Valley Council of Governments	13	\$18.41	\$38,286
Deep East Texas Council of Governments	14	\$21.07	\$43,829
South East Texas Regional Planning Commission	15	\$27.38	\$56,957
Houston-Galveston Area Council	16	\$29.83	\$62,050
Golden Crescent Regional Planning Commission	17	\$22.09	\$45,945
Alamo Area Council of Governments	18	\$27.45	\$57,101
South Texas Development Council	19	\$19.20	\$39,945
Coastal Bend Council of Governments	20	\$35.39	\$73,603
Lower Rio Grande Valley Development Council	21	\$20.70	\$43,056
Texoma Council of Governments	22	\$19.18	\$39,897
Central Texas Council of Governments	23	\$21.34	\$44,390
Middle Rio Grande Development Council	24	\$22.98	\$47,809
Texas		\$28.00	\$58,233

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

Data published: August 2021.

Data published annually, next update will likely be July 31, 2022

Annual Wage Figure assumes a 40-hour work week.

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

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

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

1676-briggssolar-haskellcisd-amendment001

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

Date 2/3/2022
Applicant Name Briggs Solar, LLC
ISD Name Haskell CISD

Form 50-296A
Revised October 2020

PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)
Investment made before filing complete application with district	--	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)		Not eligible to become Qualified Property			[The only other investment made before filing complete application with district that may become Qualified Property is land.]	0
Investment made after filing complete application with district, but before final board approval of application				0	0	0	0	0
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period			2025	0	0	0	0	0
Complete tax years of qualifying time period	QTP1	2026-2027	2026	0	0	0	0	0
	QTP2	2027-2028	2027	271,500,000	500,000	0	0	272,000,000
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				271,500,000	500,000	0	0	272,000,000
				Enter amounts from TOTAL row above in Schedule A2				
Total Qualified Investment (sum of green cells)				272,000,000				

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

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

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

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

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

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

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

PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other investment made during this year that will become Qualified Property (SEE NOTE)	Column E Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		271,500,000	500,000	0	0	272,000,000
Each year prior to start of value limitation period** <small>Insert as many rows as necessary</small>	0	2026-2027	2026	0	0	0	0	0
	0	2027-2028	2027	0	0	0	0	0
Value limitation period***	1	2028-2029	2028	0	0	0	0	0
	2	2029-2030	2029	0	0	0	0	0
	3	2030-2031	2030	0	0	0	0	0
	4	2031-2032	2031	0	0	0	0	0
	5	2032-2033	2032	0	0	0	0	0
	6	2033-2034	2033	0	0	0	0	0
	7	2034-2035	2034	0	0	0	0	0
	8	2035-2036	2035	0	0	0	0	0
	9	2036-2037	2036	0	0	0	0	0
	10	2037-2038	2037	0	0	0	0	0
Total investment made through limitation				271,500,000	500,000	0	0	272,000,000
Continue to maintain viable presence	11	2038-2039	2038			0		0
	12	2039-2040	2039			0		0
	13	2040-2041	2040			0		0
	14	2041-2042	2041			0		0
	15	2042-2043	2042			0		0
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2043-2044	2043			0		0
	17	2044-2045	2044			0		0
	18	2045-2046	2045			0		0
	19	2046-2047	2046			0		0
	20	2047-2048	2047			0		0
	21	2048-2049	2048			0		0
	22	2049-2050	2049			0		0
	23	2050-2051	2050			0		0
	24	2051-2052	2051			0		0
	25	2052-2053	2052			0		0

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

*** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

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

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

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

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

1676-briggssolar-haskellcisd-amendment001

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

				Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2026-2027	2026	0	0	0	0	0	0
		2027-2028	2027	0	0	0	0	0	0
Value Limitation Period	1	2028-2029	2028	0	500,000	267,979,040	268,479,040	268,479,040	30,000,000
	2	2029-2030	2029	0	487,500	246,506,176	246,993,676	246,993,676	30,000,000
	3	2030-2031	2030	0	475,300	223,335,056	223,810,356	223,810,356	30,000,000
	4	2031-2032	2031	0	463,400	198,292,976	198,756,376	198,756,376	30,000,000
	5	2032-2033	2032	0	451,800	171,264,800	171,716,600	171,716,600	30,000,000
	6	2033-2034	2033	0	440,500	142,077,824	142,518,324	142,518,324	30,000,000
	7	2034-2035	2034	0	429,500	110,559,344	110,988,844	110,988,844	30,000,000
	8	2035-2036	2035	0	418,800	76,507,872	76,926,672	76,926,672	30,000,000
	9	2036-2037	2036	0	408,300	57,568,000	57,976,300	57,976,300	30,000,000
	10	2037-2038	2037	0	398,100	57,568,000	57,966,100	57,966,100	30,000,000
Continue to maintain viable presence	11	2038-2039	2038	0	388,100	57,568,000	57,956,100	57,956,100	57,956,100
	12	2039-2040	2039	0	378,400	57,568,000	57,946,400	57,946,400	57,946,400
	13	2040-2041	2040	0	368,900	57,568,000	57,936,900	57,936,900	57,936,900
	14	2041-2042	2041	0	359,700	57,568,000	57,927,700	57,927,700	57,927,700
	15	2042-2043	2042	0	350,700	57,568,000	57,918,700	57,918,700	57,918,700
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2043-2044	2043	0	341,900	57,568,000	57,909,900	57,909,900	57,909,900
	17	2044-2045	2044	0	333,400	57,568,000	57,901,400	57,901,400	57,901,400
	18	2045-2046	2045	0	325,100	57,568,000	57,893,100	57,893,100	57,893,100
	19	2046-2047	2046	0	317,000	57,568,000	57,885,000	57,885,000	57,885,000
	20	2047-2048	2047	0	309,100	57,568,000	57,877,100	57,877,100	57,877,100
	21	2048-2049	2048	0	301,400	57,568,000	57,869,400	57,869,400	57,869,400
	22	2049-2050	2049	0	293,900	57,568,000	57,861,900	57,861,900	57,861,900
	23	2050-2051	2050	0	286,600	57,568,000	57,854,600	57,854,600	57,854,600
	24	2051-2052	2051	0	279,400	57,568,000	57,847,400	57,847,400	57,847,400
	25	2052-2053	2052	0	272,400	57,568,000	57,840,400	57,840,400	57,840,400

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.
Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date

2/3/2022

Applicant Name

Briggs Solar, LLC

ISD Name

Haskell CISD

Form 50-296A

Revised October 2020

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2026-2027	2026	0	0	0	0	0
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2027-2028	2027	370 FTE	55,000	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2028-2029	2028	N/A	N/A	0	1	49,277.00
	2	2029-2030	2029	N/A	N/A	0	1	49,277.00
	3	2030-2031	2030	N/A	N/A	0	1	49,277.00
	4	2031-2032	2031	N/A	N/A	0	1	49,277.00
	5	2032-2033	2032	N/A	N/A	0	1	49,277.00
	6	2033-2034	2033	N/A	N/A	0	1	49,277.00
	7	2034-2035	2034	N/A	N/A	0	1	49,277.00
	8	2035-2036	2035	N/A	N/A	0	1	49,277.00
	9	2036-2037	2036	N/A	N/A	0	1	49,277.00
	10	2037-2038	2037	N/A	N/A	0	1	49,277.00
Years Following Value Limitation Period	11 through 25	2037-2053	2038-2052	N/A	N/A	0	1	49,277.00

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

1676-briggssolar-haskellcisd-amendment001

VOL. 021 PAGE 906

COMMISSIONERS COURT §
 §
 HASKELL COUNTY §

**RESOLUTION APPROVING THE HASKELL COUNTY
 GUIDELINES & CRITERIA FOR CREATING
 TAX ABATEMENT AND REINVESTMENT ZONES**

WHEREAS, the creation and retention of job opportunities that bring new wealth into HASKELL County is a high priority; and

WHEREAS, new jobs and investments will benefit the area economy, provide needed opportunities, strengthen the real estate market, and generate tax revenue to support local services; and

WHEREAS, the communities within HASKELL County must compete with other localities across the nation currently offering tax inducements to attract jobs and investments; and

WHEREAS, any tax incentives offered in HASKELL County would be strictly limited in application to those new and existing industries that bring new wealth to the community; and

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in revenue from outside a community instead of merely re-circulating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and

WHEREAS, effective September 1, 1987, Texas law, pursuant to Chapter 312 of the Texas Tax Code, requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said guidelines and criteria to be unchanged for a two year period unless amended by a three-quarters vote of Commissioners' Court; and

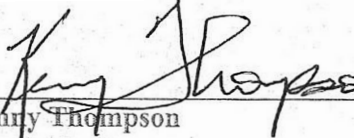
WHEREAS, to assure a common, coordinated effort to promote our communities' economic development, any such guidelines and criteria should be adopted only through the cooperation of affected school districts, cities and HASKELL COUNTY; and

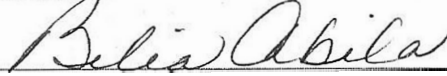
WHEREAS, HASKELL COUNTY'S previous guidelines expired and need to be renewed.

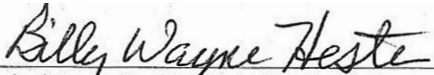
NOW, THEREFORE, BE IT RESOLVED, that HASKELL County Commissioners' Court does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in HASKELL County, Texas, and are hereby adopted effective July 23, 2019.

VOL. 021 PAGE 907

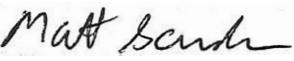
PASSED AND APPROVED on the 23rd day of July, 2019, by Haskell County Commissioners Court.

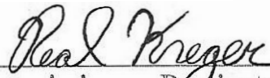

Kenny Thompson
County Judge

ATTEST:

Belia Abila,
County Clerk


Commissioner, Precinct 1, Haskell County


Commissioner, Precinct 2, Haskell County


Commissioner, Precinct 3, Haskell County


Commissioner, Precinct 4, Haskell County

HASKELL COUNTY

GUIDELINES AND CRITERIA

FOR GRANTING TAX ABATEMENT

AND REINVESTMENT ZONES

The Haskell County Guidelines and Criteria for Granting Tax Abatement and Reinvestment Zones ("Guidelines") were adopted by the Commissioners Court ("Court") of Haskell County, Texas ("County") to be effective July 23, 2019 through July 23, 2021.

Haskell County is committed to the promotion of high quality development in all parts of Haskell County, Texas, and to an ongoing improvement in the quality of life for the citizens residing within Haskell County. The County recognizes that these objectives are generally served by an enhancement and expansion of the local economy. Haskell County will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development within the County. It is the policy of Haskell County that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Texas Tax Code and other applicable Statutes. Nothing contained herein shall imply, suggest or be understood to mean that Haskell County is under any obligation to provide tax abatements to any applicant and attention is called to V.T.C.A., Tax Code §312.002(d). All applications for tax abatement will be considered on a case-by-case basis.

DEFINITIONS - Section I

- a. **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real and personal property in a reinvestment or enterprise zone designated by HASKELL County for economic development purposes.
- b. **"Affected jurisdiction"** means HASKELL County and any municipality or school district, the majority of which is located in HASKELL County that levies ad valorem taxes upon and provides services to property located within the proposed or existing reinvestment zone designated by HASKELL County.
- c. **"Agreement"** means a contractual agreement between an applicant (property owner and or lessee) and HASKELL County for the purposes of tax abatement.
- d. **"Base year value"** means the assessed value of the applicant's eligible property located in a reinvestment zone on January 1 of the year of execution of the Agreement plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.
- e. **"Economic Life"** means the number of years a property is expected to be in service in a facility.
- f. **"Expansion"** means the addition of buildings, structures, fixed machinery or equipment for purposes of increasing production capacity.
- g. **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.
- h. **"Hospital"** as defined in Texas Health & Safety Code Section 241.003.

i. **“Manufacturing Facility”** means products, buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

j. **“Modernization”** means a complete or partial demolition of facilities and/or the completion of partial construction, reconstruction, or installation of a facility or facilities of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

k. **“New Facility”** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

l. **“Other Basic Industry”** means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services, which serve a market primarily outside of HASKELL County, resulting in the creation of new permanent jobs bringing in new wealth.

m. **“Personal Property”** means personal property, as designated by the HASKELL County Appraisal District, which includes but is not limited to any tangible thing (including gasses, steams, and other non-solid state things) that can be removed from real property without destroying or changing such real property. Personal Property also includes, for example, any machinery or equipment that may be bolted to the floor, but has a shorter life than the building and is used in the primary line of business.

n. **“Productive Life”** means the number of years a property improvement is expected to be in service in a facility.

o. **“Real Property”** means real property improvements, as designated by the HASKELL County Appraisal District, which includes but is not limited to any buildings, buildings built on skids, portable buildings, parking areas, and fences attached to land.

p. **“Regional Entertainment/Tourism Facility”** means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside outside any part of HASKELL County.

q. **“Research Facility”** means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

r. **“Regional Service Facility”** means buildings and structures, including fixed machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate outside any part of HASKELL County.

s. **“Spec Building”** means the new building construction to create an enclosed area of a commercial facility that would normally qualify for abatements built without an occupying tenant at the time the construction is complete.

t. **“Urgent Care Facility”** a facility dedicated to the delivery of unscheduled, walk-in diagnosis and treatment of acute, but non-life threatening injuries and illnesses, outside of a hospital emergency department or doctor's office.

ABATEMENT AUTHORIZED - Section II

a. **Authorized Facility.** An applicant's facility may be eligible for abatement if it is a Manufacturing Facility, Research Facility, Distribution Center, Regional Service Facility, Regional Entertainment Facility, Spec Building, Hospital, Urgent Care Facility or Other Basic Industry.

b. **Creation of New Value.** Abatement may only be granted for the additional value of eligible real property improvements made subsequent to and specified in an abatement Agreement between HASKELL County and the applicant (property owner and or lessee), subject to such limitations as HASKELL County Commissioners' Court may require.

c. **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

d. **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements and related fixed improvements necessary to the primary operation of the facility.

e. **Ineligible Property.** The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings, and other forms of movable personal property; vehicles; vessels; housing; hotels accommodations; retail facilities; deferred maintenance investments; property to be rented or leased, except as provided in Section II (f); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property which has a productive life of less than 10 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; or any other property for which abatement is not allowed by state law.

f. **Owned/Leased Facilities.** If a leased facility is granted abatement the Agreement shall be executed with the lessor and the lessee.

g. **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement. The value of new eligible properties shall be abated according to the approved Agreement between applicant and HASKELL County. HASKELL County, in its sole discretion, shall determine the amount of any abatement. The term of any abatement may not exceed ten (10) years. The abatement may be extended through an initial agreement and a subsequent agreement as may be required to comply with state law regarding the term of the reinvestment zone.

h. **Construction in Progress.** If a qualifying facility has not been placed in service within one year after execution of the abatement Agreement, the applicant may apply for a one year extension of the term of abatement, to be granted or denied in accordance with the Agreement. Said extension must be applied for prior to the expiration of the one year anniversary of execution of the abatement Agreement.

i. **Economic Qualification.** In order to be eligible for designation as a reinvestment zone and receive tax abatement for planned improvements:

1. The applicant must complete an economic impact analysis consistent with the requirements of the WCEDP.

2. For projects located within the jurisdiction of any incorporated city or town, the applicant must first be approved for tax abatement by the economic development organization authorized by that respective city or town to act on its behalf before the County can provide assistance.

3. The applicant's facility must be expected to retain or create employment on a permanent basis in HASKELL County.

4. The applicant's facility must not be expected to solely or primarily have the effect of transferring employment from one part of HASKELL County to another.

5. The applicant's facility must be necessary because capacity cannot be provided efficiently by utilizing existing improved property when reasonable allowance is made for necessary improvements.

6. The applicant's facility must have no serious adverse effect on jurisdictions.

7. The applicant's facility must be in an area outside of the taxing jurisdiction of an incorporated city or town, unless the city or town has granted a tax abatement for the planned improvements, and ninety (90) days have not passed since the granting of such abatement.

8. The applicant's facility must have a significantly positive result from the economic impact analysis performed as part of the application process (*i.e.*, the local economic benefit must significantly exceed the amount of anticipated tax revenues foregone by the Agreement).

j. **Standards for Tax Abatement.** The following factors, among others, shall be considered by the County in determining whether to grant Tax Abatement:

1. The value of land and existing improvement, if any.

2. The type and value of the proposed improvements.

3. The expected economic life of the proposed improvements.

4. The number and quality of existing, permanent jobs to be retained by the proposed improvements.

5. The number of new permanent jobs to be created by the proposed improvements.

6. The amount of local payroll to be created or enhanced.

7. Whether the new jobs to be created will be filled by persons residing or projected to reside in the County.

8. The amount the property tax base will be increased during the term of Abatement and after Abatement.

9. The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements. The amount of ad valorem taxes to be paid to the County during the Abatement period - considering (a) existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) the value after expiration of the Abatement period.

10. The amount of local taxes to be generated directly as a result of the applicant's facility.
11. The population growth of the County that might occur as a direct result of new improvements.
12. The types and values of public improvements, if any, to be made by applicant seeking Abatement.
13. The impact on the business opportunities of existing businesses, including whether local labor, local subcontractors, and local vendors/suppliers will be used in the construction phase of the project.
14. The attraction of other new businesses to the area.
15. Whether the proposed improvements compete with existing businesses to the detriment of the local economy.
16. Whether the project is compatible with the community, particularly with respect to any environmental concerns and any zoning concerns.
17. The applicant's company profile, including business references, principal bank, audited financial statement and Business Plan.
18. The overall economic impact to HASKELL County.

Each application shall be reviewed on its merit, utilizing the factors provided above.

After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

k. **Denial of Abatement.** No Abatement Agreement shall be authorized if:

1. There would be substantial adverse affect on the tax base or costs associated with the providing of government services.
2. The applicant has insufficient financial capacity, which reasonably could be expected to jeopardize the success of the undertaking.
3. The planned or potential use of the property would constitute a hazard to public safety, health or morals.
4. The area considered for abatement lies within the taxing jurisdiction of an incorporated city or town, unless the city or town has already granted abatement to the concerned entity and ninety (90) days have not passed since the granting of such abatement.
5. Granting abatement might lead to the violation of other codes or laws.
6. For any other reason deemed appropriate by Commissioners' Court.

1. **Taxability.** From the execution of the Agreement to the end of the Agreement, taxes shall be payable as follows:

1. The value of ineligible property as provided in Section II (e) shall be fully taxable;
2. The base year value of existing eligible property as determined each year shall be fully taxable; and
3. The additional value of new eligible property shall be taxable in the manner and for the period provided for in the abatement Agreement; and
4. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

APPLICATION - Section III

a. Any present or potential owner of taxable property in HASKELL County may request the creation of a reinvestment zone and tax abatement by filing a written request, along with the application processing fee set forth herein, to the County Judge of HASKELL County (checks should be made payable to HASKELL County).

b. The application shall consist of a completed application form accompanied by:

1. A copy of the executive overview from the economic impact analysis.
2. A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken.
3. A descriptive list of the improvements which will be a part of the facility;
4. A site map and property description, including a complete legal description of the property;
5. A time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the applicant.
6. Certification from the Haskell County Appraisal District verifying that no taxes are past due on applicant's property located in the proposed reinvestment zone
7. Disclosure of any environmental permits required or additional environmental impacts.
8. A \$1,000.00 non-refundable application fee.

c. Upon receipt of a completed application and prior to acting on the application, the County Judge shall notify in writing and provide a copy of the application to each presiding officer of the governing body of each taxing unit in which the property to be subject to the Agreement is located.

d. Upon receipt of a completed application for the creation of a reinvestment zone and application for abatement, the County shall determine whether the application qualifies for a tax abatement under the guidelines and criteria. If it is determined that an application qualifies for abatement, the Commissioners Court shall notify the applicant in writing that subject to a public hearing and approval of a contract by Commissioners Court, the project qualifies for abatement.

e. The Commissioners Court may not adopt a resolution designating a reinvestment zone for the purposes of considering approval of a tax abatement until it has held a public hearing. Notice of the hearing shall (1) be posted no later than the seventh day before the public hearing and (2) published in a newspaper of general circulation within such taxing jurisdiction not later than the seventh day before the public hearing. Before acting upon the application, HASKELL County shall through public hearing afford the applicant and the designated representative of any affected jurisdiction, and any other interested person, opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on Commissioners' Court agenda to be posted at least seven (7) days prior to the hearing.

f. HASKELL County, not more than 60 days after receipt of the application, shall by order either approve or disapprove the application for tax abatement at a regularly scheduled meeting by a majority vote. The county judge shall notify the applicant of approval or disapproval. If disapproved, a Commissioner may request a second review, in which case a new application and hearing shall be required.

g. HASKELL County shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion, or construction of new facility.

h. **Variance.** Requests for variance from the provisions of Section II may be made in written form to the Commissioners' Court. Such request shall include all the items listed in Section III (b), together with a complete description of the circumstances which prompt the applicant to request a variance. The approval process for a variance request requires a three-fourths (3/4) vote of the governing body and shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the Commissioners' Court.

i. **Confidentiality Required.** Information that is provided to the County in connection with an application or request for Tax Abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which Tax Abatement is sought is **confidential and not subject to public disclosure until the Tax Abatement Agreement is executed.** That information in the custody of a taxing unit after the Agreement is executed is Public Record, and not confidential.

PUBLIC HEARING - Section IV

a. Should any affected jurisdiction be able to show cause in the public hearing why the granting of abatement will have a substantial adverse affect on its bonds, tax revenue, service capacity or the provision of service, that showing shall be reason for the Commissioners' Court to deny any designation of the reinvestment zone, the granting of abatement, or both.

b. Neither a reinvestment zone nor abatement Agreement shall be authorized if it is determined that:

1. There would be a substantial adverse affect on the provision of government service or tax base;
 2. The applicant has insufficient financial capacity;
 3. Planned or potential use of the property would constitute a hazard to public safety, health or morals; or,
 4. Planned or potential use of the property violates other codes or laws.
 5. Use of the property as planned does not comply with the overall developmental goals of the county.
- c. Following the public hearing, the Commissioners' Court must make affirmative findings in the minutes of the Court that:
1. Designation of the reinvestment zone would contribute to the retention or expansion of primary employment.
 2. Designation of the zone would attract major investment in the zone that would benefit the property within the zone.
 3. Designation of the zone would contribute to the economic development of the county.

AGREEMENT - Section V

- a. **Notice to Jurisdictions.** Not later than the seventh day before the date on which HASKELL County enters into the Abatement Agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the Agreement, along with a copy of the proposed agreement.
- b. After approval, HASKELL County shall formally pass an order and execute an Agreement with the owner of the facility and lessee as required which shall include:
 1. Estimated value to be abated and the base year value;
 2. Percent of value to be abated each year as provided in Section II;
 3. The commencement date and the termination date of abatement;
 4. The proposed use of the facility; nature of construction, time schedule, survey, property description and improvements list as provided in the abatement application.
 5. Provision for access to and authorization for inspection of the property by HASKELL County to ensure that the improvements or repairs are made according to the specifications and conditions of the Agreement.
 6. Limitations on the uses of the property, consistent with the general purpose of encouraging development or redevelopment of the zone during the abatement period.

7. Contractual obligations in the event of default, violations of terms or conditions, delinquent taxes, recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by State law and;

8. Amount of investment, increase in assessed value and number of jobs involved for the period of Abatement.

9. A requirement that the applicant annually submit to the Haskell County Judge, a January employee count for the abated facility which corresponds to employment accounts reported in the facility's Employer's Quarterly Report to the Texas Workforce Commission for the quarter most recently ended at calendar year-end, and a separate notarized letter certifying the number of jobs, created or retained as a direct result of the abated improvements and the number of employees in other facilities located in Haskell County. Submission shall be used to determine abatement eligibility for that year and shall be subject to audit if requested by the governing body. Failure to submit will result in the ineligibility to receive abatement for that year.

c. Such agreement shall be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to HASKELL County.

d. **Mandatory contract provisions.** Any tax abatement entered into by the County must:

1. Include a list of the kind, number, and location of all proposed improvements to the property.

2. Provide access to and authorize inspection of the property by the taxing unit to ensure compliance with the agreement.

3. Limit the use of the property consistent with the taxing unit's development goals.

4. Provide for recapturing property tax revenues that are lost if the applicant fails to make the improvements or create the jobs as provided by the application agreement.

5. Include each term that was agreed upon with the applicant and require the applicant to annually certify compliance with the terms of the agreement to each taxing unit.

6. Allow the taxing unit to cancel or modify the agreement at any time if the applicant fails to comply with the terms of the agreement.

RECAPTURE - Section VI

a. In the event that the applicant's facility is completed and begins producing products or services, but subsequently discontinues producing a product or service for any reason for a period of one year during the abatement period, other than because of fire, explosion or other casualty, accident, or natural disaster, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the applicant's facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the County within sixty (60) days from the date of termination.

b. Should the County determine that the applicant is in default according to the terms and conditions of its agreement, the County shall notify the applicant in writing at the address stated in the agreement, and if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated and all taxes previously abated by virtue of the agreement

may be recaptured, together with interest at 6% per annum calculated from the effective date of the agreement and paid within sixty (60) days of the termination. If the County does not receive full payment within the said sixty (60) days, a penalty may be added, equal to 15% of the total amount abated.

c. In the event that the applicant: (1) allows its ad valorem taxes owed the County or affected jurisdiction to become delinquent (taxes that are not covered by the abatement agreement) and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

ADMINISTRATION - Section VII

a. The Chief Appraiser of HASKELL County shall annually determine an assessment of the real and personal property within the reinvestment zone. Each year, the applicant receiving abatement shall furnish the Appraiser with such information as may be necessary to determine compliance with the Agreement, including but not limited to the number of new or retained employees associated with the applicant's facility. Once value has been established, the Chief Appraiser shall notify the affected jurisdictions which levy taxes of the amount of the assessment.

b. The Agreement shall stipulate that employees and/or designated representatives of HASKELL County will have access to the applicant's facilities within the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of reasonable notice and will only be conducted in a manner as to not unreasonably interfere with the construction and or operation of the facility. All inspections will be made with one or more representatives of the applicant, and in accordance with its safety standards.

c. Upon completion of construction, HASKELL County shall annually evaluate each facility receiving abatement to insure compliance with the Agreement and report possible violations of the Agreement to the Commissioner's Court.

d. **Timely Filing.** The County shall timely file, with the appropriate person, agency, department, or board of the State of Texas, all information required by the Tax Code.

ASSIGNMENT - Section VIII

a. Abatement may be transferred and assigned to a new owner or lessee of the applicant's facility upon the approval by written consent of the HASKELL County Commissioners' Court, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement Agreement are guaranteed by the execution of a new Agreement with the County.

b. The Agreement with the new owner or lessee shall not exceed the termination date of the abatement Agreement with the original applicant.

c. No assignment or transfer shall be approved if the parties to an existing Agreement, the new owner, or the new lessee is liable to HASKELL County or any affected jurisdiction for outstanding taxes or other obligations.

d. Approval shall not be unreasonably withheld.

SUNSET PROVISION - Section IX

a. These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two (2) years, unless amended by three-quarters (3/4) vote of the Commissioners' Court of HASKELL County as so provided for in the Tax Code, at which time all Reinvestment Zones and Tax Abatement Agreements, created pursuant to these provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated.

b. This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the affected jurisdictions.

c. This policy is effective this 23rd Day of July, 2019, and supersedes any previous policy on Tax Abatement. It will remain in effect until changed by court order.

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17.

NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

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

print
here

Lonnie Hise

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

Signature (Authorized School District Representative)

2/11/22

Date

2. Authorized Company Representative (Applicant) Signature and Notarization

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

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

print
here

Nicko Keene

Print Name (Authorized Company Representative (Applicant))

Director of Development

Title

sign
here

Signature (Authorized Company Representative (Applicant))

2/17/22

Date

GIVEN under my hand and seal of office this, the

____ day of _____, _____

Notary Public in and for the State of Texas

My Commission expires: _____

(Notary Seal)

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

please see
attached
California
Acknowledgment
Form →

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**print
here** ➡

Lonnie Hise

Print Name (Authorized School District Representative)

Superintendent

Title

**sign
here** ➡

Signature (Authorized School District Representative)

Date

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

**print
here** ➡

Nicko Keene

Print Name (Authorized Company Representative (Applicant))

Director of Development

Title

**sign
here** ➡

Signature (Authorized Company Representative (Applicant))

2/7/22

Date

GIVEN under my hand and seal of office this, the

day of _____,

Notary Public in and for the State of Texas

My Commission expires: _____

(Notary Seal)

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

please see
attached
California
Acknowledgment
Form →

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

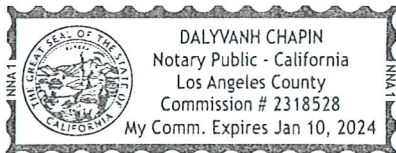
State of California

County of Los Angeles }

On February 07, 2022 before me, Dalyvanh Chapin, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nicko Keene
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Data Analysis and Transparency Form 50-296-A (Briggs Solar)

Document Date: N/A Number of Pages: 25

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nicko Keene

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

☒ Other: Authorized Company Representative

Signer is Representing: Briggs Solar

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Other: _____

Signer is Representing: [Signature]