

**FINDINGS OF THE IRAAN-SHEFFIELD
INDEPENDENT SCHOOL DISTRICT BOARD
OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
WEST TEXAS SOLAR 1 LLC (#1020)**



December 8, 2014

**FINDINGS
OF THE
IRAAN-SHEFFIELD INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
WEST TEXAS SOLAR 1 LLC (#1020)**

DECEMBER 8, 2014

FINDINGS OF THE IRAAN-SHEFFIELD INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
WEST TEXAS SOLAR 1 LLC (#1020)

STATE OF TEXAS

§

COUNTY OF PECOS

§

On the 8th day of December, 2014, a public meeting of the Board of Trustees of the Iraan-Sheffield Independent School District ("District") was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of West Texas Solar 1 LLC ("Applicant") for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from consultants retained by the District to advise the Board in this matter, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On May 12, 2014, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts ("Comptroller") received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The application was determined complete by the Comptroller on August 22, 2014. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 32052879940), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

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

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

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on September 30, 2014 in which the Comptroller has determined that: 1) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 2) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; and, 3) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of District. A copy of the report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment D**.

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

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

At the specific direction of the Comptroller's Office, the parties used the template Texas Economic Development Agreement. As required by the Comptroller's Office, the parties changed only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**. In November 2014, the Texas Comptroller's Office announced its intention to modify Comptroller Form 50-

286 and to permit amendments to existing agreements including the agreement for which these Findings are being made.

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

Board Finding Number 1.

The Board finds that the property meets the requirements of §313.024 for eligibility for a limitation on appraised value.

In support of Finding 1, the Application indicates that:

WEST TEXAS SOLAR 1 LLC (WTS1) is requesting an appraised value limitation from Iraan-Sheffield Independent School District (ISISD) for their proposed solar facility.

Property that is used for renewable electric energy generation satisfies the requirements of §313.024(b)(5).

Board Finding Number 2.

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

In support of Finding 2, the economic impact evaluation Attachment B states:

This represents the Comptroller's determination that West Texas Solar 1 LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy and direct, indirect and induced tax

effects from project employment directly related to this project, using estimated taxable values provided in the application.

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	200	181	381	\$7,506,800	\$13,367,223	\$20,874,023	\$1,190,186	-\$625,610	\$1,815,796
2016	2	17	19	\$74,000	\$2,977,758	\$3,051,758	\$228,882	\$282,288	-\$53,406
2017	2	16	18	\$74,000	\$2,367,406	\$2,441,406	\$221,252	\$259,399	-\$38,147
2018	2	10	12	\$74,000	\$1,757,055	\$1,831,055	\$183,105	\$267,029	-\$83,924
2019	2	8	10	\$74,000	\$1,268,773	\$1,342,773	\$160,217	\$251,770	-\$91,553
2020	2	6	8	\$74,000	\$1,268,773	\$1,342,773	\$144,958	\$228,882	-\$83,924
2021	2	4	6	\$74,000	\$780,492	\$854,492	\$106,812	\$175,476	-\$68,664
2022	2	4	6	\$74,000	\$902,563	\$976,563	\$83,923	\$144,958	-\$61,035
2023	2	4	6	\$74,000	\$536,352	\$610,352	\$83,923	\$99,182	-\$15,259
2024	2	2	4	\$74,000	\$658,422	\$732,422	\$99,182	\$83,923	\$15,259
2025	2	6	8	\$74,000	\$536,352	\$610,352	\$61,035	\$53,406	\$7,629
2026	2	2	4	\$74,000	\$292,211	\$366,211	\$68,665	\$7,629	\$61,036
2027	2	(0)	2	\$74,000	\$170,141	\$244,141	\$53,406	-\$30,518	\$83,924
2028	2	2	4	\$74,000	\$170,141	\$244,141	\$68,665	-\$45,776	\$114,441
2029	2	(4)	-2	\$74,000	-\$74,000	\$0	\$45,776	-\$45,776	\$91,552
2030	2	(0)	2	\$74,000	-\$74,000	\$0	\$22,888	-\$83,923	\$106,811
2031	2	(2)	0	\$74,000	-\$318,141	-\$244,141	-\$15,259	-\$106,812	\$91,553
2032	2	(2)	0	\$74,000	-\$318,141	-\$244,141	-\$7,629	-\$122,070	\$114,441
2033	2	(2)	0	\$74,000	-\$562,281	-\$488,281	-\$22,888	-\$167,847	\$144,959
2034	2	(8)	-6	\$74,000	-\$806,422	-\$732,422	-\$99,182	-\$183,105	\$83,923
2035	2	(8)	-6	\$74,000	-\$1,294,703	-\$1,220,703	-\$122,070	-\$228,882	\$106,812
2036	2	(6)	-4	\$74,000	-\$1,538,844	-\$1,464,844	-\$183,105	-\$312,805	\$129,700
2037	2	(8)	-6	\$74,000	-\$1,782,984	-\$1,708,984	-\$190,735	-\$343,323	\$152,588
2038	2	(12)	-10	\$74,000	-\$2,515,406	-\$2,441,406	-\$183,105	-\$366,211	\$183,106
2039	2	(12)	-10	\$74,000	-\$1,782,984	-\$1,708,984	-\$183,105	-\$389,099	\$205,994
2040	2	(10)	-8	\$74,000	-\$2,515,406	-\$2,441,406	-\$228,882	-\$480,652	\$251,770
TOTAL							\$1,586,915	-\$1,678,467	\$3,265,382
							\$14,660,382	is greater than	\$13,545,249

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

Source: CPA, West Texas Solar 1 LLC

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

Board Finding Number 3.

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

In support of Finding 3, the economic impact evaluation Attachment C states:

The Comptroller has determined that the limitation on appraised value is a determining factor in the West Texas Solar 1, LLC 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:

- According to the company they have the ability to locate projects of this type in other states in the US with strong solar characteristics.
- Per the company they are actively developing other projects throughout the US and internationally, and in other Texas Counties that are competing for limited investment funds.
- Per the applicant, the appraised value limitation in order to move forward with the project at this location.

Board Finding Number 4.

The Board finds that the Application Fee received for the Application for which these Findings are being made was reasonable and only in such an amount as was necessary to cover the District's costs of processing such Application.

Board Finding Number 5.

Based upon the information provided in the Application and in the Comptroller's Certificate package, the Board finds that that the number of jobs to be created and the wages to be paid comply with the requirements of statute. And, the Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the required job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of said Agreement.

The Applicant has committed to creating two (2) new qualifying jobs. The average salary level of qualifying jobs will be at least \$37,000 per year. The review of the application by the State Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying job" means a permanent full-time job that:

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

Board Finding Number 6.

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

Board Finding Number 7.

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

For any non-qualifying job the Applicant creates, the Applicant must pay at least the county average wage for all jobs in the county.

Board Finding Number 8.

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

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$275 million to the tax base for debt service purposes at the peak investment level for the 2016-17 school year, with the project value expected to depreciate over the course of the agreement. The project remains fully taxable for debt services taxes, with the District levying a \$0.11 per \$100 I&S rate. Under the estimates presented in the school finance analysis, the taxpayers of the District should see long-term benefit from the project in meeting the District's future debt service needs even with the expected depreciation of the project's taxable value.

Board Finding Number 9.

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

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

Board Finding Number 10.

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

Board Finding Number 11.

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

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

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

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

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. The Board finds that reliance by the

Board and its consultants upon verified statements of the Applicant, especially as to Applicant's future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

Board Finding Number 12.

The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Twenty-Five Million Dollars, which is consistent with the minimum values currently set out by Tax Code, § 313.054(a).

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement. According to the Texas Comptroller of Public Accounts' School and Appraisal Districts' Property Value Study 2013 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment E, the total 2013 industrial value for the District is \$290 million; however, the Comptroller's Certificate has based their calculation of the value limitation on the industrial value found in the 2012 Final Findings, Attachment E. The total 2012 industrial value for the District is \$141.9 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a "rural" district due to its population characteristics. Given that the value of industrial property in the District is more than \$90 million but less than \$200 million, it is classified as a Category II district which can offer a minimum value limitation of \$25 million.

Board Finding Number 13.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the

required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement.

Board Finding Number 14.

The Applicant (Taxpayer Id. 32052879940) is eligible for the limitation on appraised value of qualified property as specified in the Agreement as an active franchise-tax paying entity.

The Applicant, (Texas Taxpayer Id. 32052879940), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise tax payer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess the eligibility of any business to which an agreement is transferred, to wit: the requirement that all assignments are amendments to the provision forth in Section 10.4 of said Agreement.

Board Finding Number 15.

The project will be located within an area that is currently designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code. Should it be required, the District will cooperate with the Applicant in ensuring that the area remains designated as a reinvestment zone through the Final Termination Date of the Agreement.

Board Finding Number 16.

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

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss primarily in the first year that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection

provisions agreed to by the Applicant and the District. Revenue protection measures are in place for the duration of the Agreement.

Board Finding Number 17.

The Board finds that the methodology and processes for determining Applicant's revenue protection payments as are set forth in Article IV of the Chapter 313 Tax Limitation Agreement (Attachment G) comply with Texas Tax Code, Chapter 313.

Board Finding Number 18.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.

Board Finding Number 19.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, is in the form of the template Texas Economic Development Act adopted by the Comptroller. Should a new template be adopted that corrects the broken cross references, clarifies wording and grammatical errors, and corrects contractual ambiguities not acceptable to either party, the Board finds that it would be in the District's best interest to agree to amend the Agreement.

Board Finding Number 20.

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

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), that it has taken appropriate action to ensure that all District Trustees, have disclosed any potential conflicts of interest, and that such disclosures will be made if any

conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

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

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings. In addition, the District should ensure that disclosure occurs at the meeting at which the school board will vote on the business's application.

Board Finding Number 21.

The Board finds that it has directed that a link on its Web site to the Comptroller's Office's Web site where appraisal limitation related documents are made available to the public.

Board Finding Number 22.

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

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

It is further ORDERED that upon the issuance by the Comptroller's Office of a new Form 50-286 that the Board, in accordance with Comptroller rules and new form 50-286, will consider an amendment to Attachment G upon the request of Applicant or District staff.

Dated the 8th day of December 2014.

IRAAN-SHEFFIELD INDEPENDENT SCHOOL DISTRICT

By: Margaret G. Holmes
Margaret G. Holmes, President, Board of Trustees

ATTEST:

By: Steve Garlock
Steve Garlock, Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

December 8, 2014

President and Members
Board of Trustees
Iraan-Sheffield Independent School District
100 S. Farr Street
Iraan, Texas 79744

Re: Recommendations and Findings of the firm Concerning Application of West Texas Solar 1 LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President Holmes and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Iraan-Sheffield Independent School District, with respect to the pending Application of West Texas Solar 1 LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review we have drawn the following conclusions:

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

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of West Texas Solar 1 LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

Daniel T. Casey

www.moakcasey.com

O'HANLON, MCCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

LESLIE MCCOLLOM

CERTIFIED, CIVIL APPELLATE

CERTIFIED, LABOR AND EMPLOYMENT

TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

December 8, 2014

President and Members
Of the Board of Trustees
Iraan-Sheffield Independent School District
100 S. Farr Street
Iraan, Texas 79744

Re: Recommendations and Findings of the Firm Concerning Application of West Texas Solar 1 LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, first qualifying year 2015

Dear President Holmes and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Iraan-Sheffield Independent School District, with respect to the pending Application of West Texas Solar 1 LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, to be effected by an agreement with a first qualifying time year of 2015. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and West Texas Solar 1 LLC. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.

4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of West Texas Solar 1 LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

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

Kevin O'Hanlon
For the Firm

Attachment A

Application

O'HANLON, MCCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

LESLIE MCCOLLOM

CERTIFIED, CIVIL APPELLATE

CERTIFIED, LABOR AND EMPLOYMENT

TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

August 7, 2014

Local Government Assistance & Economic Analysis

Texas Comptroller of Public Accounts

P.O. Box 13528

Austin, Texas 78711-3528

RE: Updated Application to the Iraan-Sheffield Independent School District from West Texas Solar 1 LLC

(First Qualifying Year 2015; First Year of Value Limitation 2016)

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Iraan-Sheffield Independent School District is notifying West Texas Solar 1 LLC of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. The company has provided the schedules in both electronic format and paper copies. The electronic copy is identical to the hard copy that will be hand delivered. The Applicant has requested that the value limitation begin in the first full tax year after commercial operations, i.e., 2016.

The Applicant submitted the Application to the school district on May 12, 2014. The Board voted to accept the application on May 12, 2014. The application has been determined complete as of July 30, 2014. Please prepare the economic impact report.

New wage data is available prior to the determination of a complete application. The company has updated its application to reflect the most recent wage information.

Letter to Local Government Assistance & Economic Analysis Division
August 7, 2014
Page 2 of 2

The Applicant has requested that Tab 11 of the Application be kept confidential. In accordance with 34 TAC 9.1053, the information that is the subject of this request is segregated from the materials submitted contemporaneously with this application, that is, the proprietary commercial information regarding the competitive siting decisions for the possible project and proprietary information regarding the proposed layout of the project. The confidential materials are being submitted separately to protect against unintended disclosure. The public release of this information would reveal information which the company believes would cause the company to suffer substantial competitive harm and weaken its position in competitive siting decisions. In addition, the company views the proposed layout and location of the panels as a trade secret in which they have expended considerable resources. The public release of this information would reveal information which the company considers to be a trade secret.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin O'Hanlon', with a stylized flourish at the end.

Kevin O'Hanlon
School District Consultant

Cc: Pecos County Appraisal District

West Texas Solar 1 LLC

Iraan-Sheffield Independent School District



Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

Economic Development
and Analysis
Form 50-296-A

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

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

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

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

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

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

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links on this Web page to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

5-12-14

Date Application Received by District

Kevin

Allen

First Name

Last Name

Superintendent

Title

Iraan-Sheffield Independent School District

School District Name

100 S. Farr Street

Street Address

P.O. Box 486

Mailing Address

Iraan

TX

79744-0486

City

State

ZIP

432-639-2512 Ext 223

(432) 639-2501

Phone Number

Fax Number

kevin.allen@isisd.net

Mobile Number (optional)

Email Address

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

☒ Yes

☐ No

The Economic Development and Analysis Division at the Texas Comptroller of Public Accounts provides information and resources for taxpayers and local taxing entities.

For more information, visit our website:
www.TexasAhead.org/tax_programs/chapter313/

50-296-A • 02-14/1

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

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

4. On what date did the district determine this application complete? 7-30-14
5. Has the district determined that the electronic copy and hard copy are identical? ☒ Yes ☐ No

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

<u>Thomas</u> First Name <u>Vice President</u> Title <u>2700 Via Fortuna, Suite 150</u> Street Address <u>same</u> Mailing Address <u>Austin</u> City <u>(512) 712-1927</u> Phone Number Mobile Number (optional)	<u>Houle</u> Last Name <u>West Texas Solar 1 LLC</u> Organization <u>TX</u> State <u>(512) 712-1926</u> Fax Number <u>thomas.houle@macquarie.com</u> Business Email Address	<u>78746</u> ZIP
---	---	-----------------------------

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? ☐ Yes ☒ No

2a. If yes, please fill out contact information for that person.

<u>June</u> First Name <u>Vice President</u> Title <u>2700 Via Fortuna, Suite 150</u> Street Address <u>2700 Via Fortuna, Suite 150</u> Mailing Address <u>Austin</u> City <u>512-712-1928</u> Phone Number Mobile Number (optional)	<u>Gray</u> Last Name <u>Macquarie Capital (USA) Inc.</u> Organization <u>TX</u> State <u>512-712-1926</u> Fax Number <u>june.gray@macquarie.com</u> Business Email Address	<u>78746</u> ZIP
--	---	-----------------------------

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

Application for Appraised Value Limitation on Qualified Property



SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Clay

Butler

First Name

Last Name

Partner

Title

The Butler Firm, PLLC

Firm Name

512-992-0439

888-356-3151

Phone Number

Fax Number

butler@thebutlerfirm.com

Business Email Address

SECTION 3: Fees and Payments

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

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

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

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

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

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? West Texas Solar 1 LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32052879940
3. List the NAICS code 221114
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☐ Yes ☒ No
- 4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

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

Application for Appraised Value Limitation on Qualified Property

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

☐ Land has no existing improvements	☒ Land has existing improvements (<i>complete Section 13</i>)
☐ Expansion of existing operation on the land (<i>complete Section 13</i>)	☐ Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? ☐ Yes ☒ No
2. Has the applicant entered into any agreements or contracts for work to be performed 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 official 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. 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
8. Has the applicant considered or is the applicant considering other locations not in Texas for the proposed project? ☒ Yes ☐ No
9. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? ☐ Yes ☒ No
10. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? ☐ Yes ☒ No

If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

For more information, visit our website: www.TexasAhead.org/tax_programs/chapter313/

Application for Appraised Value Limitation on Qualified Property



SECTION 9: Projected Timeline

1. Application approval by school board December 2014
2. Beginning of qualifying time period January 1, 2015
3. First year of limitation January 1, 2016
4. Begin hiring new employees Q1 2016
5. Commencement of commercial operations Q1 2016
6. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? ☒ Yes ☐ No
Note: Improvements made before that time may not be considered qualified property.
7. When do you anticipate the new buildings or improvements will be placed in service? Q1 2016

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Pecos County, Texas
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Pecos County Appraisal District
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Pecos County | 100% | 0.6999 (Name, tax rate and percent of project)
 City: N/A (Name, tax rate and percent of project)
 Hospital District: Iraan General Hosp. | 100% | 0.1896 (Name, tax rate and percent of project)
 Water District: Middle Pecos Groundwater | 100% | 0.0250 (Name, tax rate and percent of project)
 Other (describe): Midland College | 100% | 0.0255 (Name, tax rate and percent of project)
 Other (describe): N/A (Name, tax rate and percent of project)
5. Is the project located entirely within the ISD listed in Section 1? ☒ Yes ☐ No
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? ☐ Yes ☒ No
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313/.

1. At the time of application, what is the estimated minimum qualified investment required for this school district? 20,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 25,000,000.00
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? ☒ Yes ☐ No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - c. a detailed map of the qualified investment showing location of new buildings or new improvements with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? ☒ Yes ☐ No

SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
 - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? ☐ Yes ☒ No
 - 2a. If yes, attach complete documentation including:
 - a. legal description of the land (Tab 9);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
 - c. owner (Tab 9);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? ☒ Yes ☐ No
 - 3a. If yes, attach the applicable supporting documentation:
 - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
 - b. legal description of reinvestment zone (Tab 16);
 - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
 - d. guidelines and criteria for creating the zone (Tab 16); and
 - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
 - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? _____

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
 - a. maps and/or detailed site plan;
 - b. surveys;
 - c. appraisal district values and parcel numbers;
 - d. inventory lists;
 - e. existing and proposed property lists;
 - f. model and serial numbers of existing property; or
 - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): \$ 110,530.00
 **improvements completely unrelated to proposed solar farm
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property
 (that property described in response to question 2): \$ 0.00

Note: Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

Application for Appraised Value Limitation on Qualified Property



SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0
2. What is the last complete calendar quarter before application review start date:
☒ First Quarter ☒ Second Quarter ☐ Third Quarter ☐ Fourth Quarter of 2014
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 0
Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? 2
5. What is the number of new non-qualifying jobs you are estimating you will create? 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ☒ Yes ☐ No
 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
 - a. Average weekly wage for all jobs (all industries) in the county is 83,150.00
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 688.50
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 1,007.16
8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? ☒ §313.021(5)(A) or ☐ §313.021(5)(B)
9. What is the minimum required annual wage for each qualifying job based on the qualified property? 35,802.00
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 37,000.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.024(d-2)? ☐ Yes ☒ No
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? ☐ Yes ☒ No
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

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



Application for Appraised Value Limitation on Qualified Property

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

Kevin Allen
Print Name (Authorized School District Representative)

Superintendent
Title

sign
here

[Signature]
Signature (Authorized School District Representative)

7-28-14
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

Michael Allison
Print Name (Authorized Company Representative (Applicant))

Vice President
Title

sign
here

[Signature]
Signature (Authorized Company Representative (Applicant))

5/9/14
Date

RICHARD A. KEEFE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KE6124107
Qualified in Westchester County
My Commission Expires March 21, 2017

(Notary Seal)

GIVEN under my hand and seal of office this, the

9th day of May 2014

Richard A. Keefe
Notary Public in and for the State of Texas New York

My Commission expires: March 21 2017

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.

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	Maps that clearly show: a) Project vicinity b) Qualified investment including location of new buildings or new improvements c) Qualified property including location of new buildings or new improvements d) Existing property e) Land location within vicinity map f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size Note: Electronic maps should be high resolution files. Include map legends/markers.
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	Description of Reinvestment or Enterprise Zone, including: a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office b) legal description of reinvestment zone* c) order, resolution or ordinance establishing the reinvestment zone* d) guidelines and criteria for creating the zone* * To be submitted with application or before date of final application approval by school board
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>



Details

Close

[Payment Transit](#) [Details](#) [Priority Payment - Details](#)[My HSBCnet](#) | [Customer Support](#) | [Help](#)**Instruction details**

New status Received by bank
Instruction reference number 240842001SOX

[View payment activity](#)**1. Instruction details**

Payment Type	Priority Payment
Beneficiary bank location	United States
Debit account	MACQUARIE HOLDINGS (USA) INC. 000181447
Payment currency	USD
Equivalent to	USD 75,000.00
Rate	
Treasury reference number	
Value date or Date of first payment	12/05/2014
Charges	Debit account
Reference for your account	Iraan Sheffield

2. Beneficiary bank details

Beneficiary bank id	Fedwire number	011000028
Specify bank name only	STATE STREET BOSTON	
Beneficiary bank address	BOSTON MA	

3. Beneficiary details

Beneficiary name	Iraan Sheffield ISD
Beneficiary address	12007 Research Blvd. Austin, Texas 78759

US CHIPS UID

Beneficiary account number or IBAN	10238202
Advised by	At

4. Information for the beneficiary

Remittance information	/INV/	Iraan Sheffield ISD/ 186903
	/INV/	Investment Fund/ 40508-0144

TAB 3

Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation

West Texas Solar is a new entity. It will file its initial franchise tax report as part of the affiliate group on the attached list.

**Documentation of combined
group received by the
Texas Comptroller
of Public Accounts**

TAB 4

Detailed description of the project

The applicant for this project is a national solar developer with the ability to locate projects of this type in other states in the US with strong solar characteristics. The applicant is actively developing other projects throughout the US and internationally, and in other Texas Counties that are competing for the limited investment funds. The applicant requires this appraised value limitation in order to move forward with the project at this location.

Without the available tax incentives, the economics of the project become far less attractive and the likelihood of completing the project and selling the electricity at competitive prices becomes unlikely. Property taxes can be the highest operating expense for a solar generation facility as they do not have any associated fuel costs for the production of electricity. With electricity prices already below the national average in Texas, it is necessary to limit the property tax liabilities for the project in order to be able to offer electricity at prices that are marketable to Texas customers. Markets such as California that have state wide available subsidies for renewable energy and higher average electricity prices offer attractive incentives to develop in those markets. Solar developers would not be able to finance and build projects in this state without the economic development tax incentives offered here.

West Texas Solar 1 LLC is developing a solar photovoltaic facility designed to use solar power to generate electricity. The anticipated generation capacity of the Project is 110 MW. The qualified investment may include solar modules, mounting system, electrical collection system, combiner boxes, inverters, project substation, meteorological equipment, operations and maintenance facility, transmission facilities, and other ancillary equipment necessary to safely generate and transmit energy. All of the property for which the Applicant is seeking a limitation of appraised value will be owned by the Applicant.

The Applicant anticipates commencing construction activities in the first quarter of 2015 and completing construction by the first quarter of 2016. Once complete, the Project may operate for twenty-five or more years.

The Project will be located entirely within Pecos County and the Iraan-Sheffield Independent School District. It may utilize approximately 1500 acres of the land within the Reinvestment Zone. The project design is not finalized at this time thus the exact location of the improvements cannot be specified. The land used for the Project will privately owned land under long-term leases. The land is currently shrub land and grassland which is not being actively used for any profitable ventures. There is no oil and gas activity on the land.

TAB 5

Documentation to assist in determining if limitation is a determining factor

The applicant for this project is a national solar developer with the ability to locate projects of this type in other states in the US with strong solar characteristics. The applicant is actively developing other projects throughout the US and internationally, and in other Texas Counties that are competing for the limited investment funds. The applicant requires this appraised value limitation in order to move forward with the project at this location.

Without the available tax incentives, the economics of the project become far less attractive and the likelihood of completing the project and selling the electricity at competitive prices becomes unlikely. Property taxes can be the highest operating expense for a solar generation facility as they do not have any associated fuel costs for the production of electricity. With electricity prices already below the national average in Texas, it is necessary to limit the property tax liabilities for the project in order to be able to offer electricity at prices that are marketable to Texas customers. Markets such as California that have state wide available subsidies for renewable energy and higher average electricity prices offer attractive incentives to develop in those markets. Solar developers would not be able to finance and build projects in this state without the economic development tax incentives offered here.

TAB 6

Names and percentages of additional districts that compromise the entire project:

West Texas Solar 1 LLC is located 100% in the Iraan-Sheffield ISD in Pecos County, Texas.

TAB 7

Description of Qualified Investment

West Texas Solar 1 LLC anticipates constructing a solar photovoltaic (PV) electric generating facility with an operating capacity of approximately 110 MW. The exact capacity and the specific technology components will be determined during the development and design process.

A 110 MW solar PV generating facility may include a qualified investment consisting of the following improvements:

- 1) Solar modules/panels
- 2) Steel/aluminum/other metal mounting system with tracking capabilities
- 3) Underground conduit, communication cables, and electrical collection system wiring
- 4) Multiple combiner boxes
- 5) One or multiple project substation(s) including breakers, a transformer, and meters
- 6) Collection substation will be connected to utility interconnection by an above ground transmission line
- 7) Inverter boxes on concrete or gravel pads
- 8) Operations and maintenance facility
- 9) Fencing for safety and security
- 10) Telephone system
- 11) New or improved access and service roads
- 12) Meteorological equipment to measure solar irradiation and weather conditions

TAB 8

Description of Qualified Property

Please refer to TAB 7.

TAB 9

Description of land

WTS1 SOLAR PROJECT - TWO TRACTS: 2079.444 ACRES AND 5.350 ACRES

2079.444 ACRES

LEGAL DESCRIPTION: BEING 2079.444 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 44 1/2, CHARLES GRAEF SURVEY, ABSTRACT NO. 8435, THE WEST-PART OF SECTION 74, BLOCK 194, ABSTRACT NO. 8431, G.C. & S.F. RR Co. SURVEY, SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, SECTION 8, BLOCK 12, ABSTRACT NO. 5614, H. & G.N. RR Co. SURVEY, AND SECTION 9, BLOCK 12, H. & G.N. RR Co. SURVEY, ALL IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT SAME TRACT CONVEYED TO JOHN E. HARRIS, JR. AND MARILYN HARRIS BY DEED RECORDED IN VOLUME 30, PAGE 18 AND VOLUME 32, PAGE 774 OF THE OFFICIAL PUBLIC RECORDS OF PECOS COUNTY, TEXAS, THAT CERTAIN 163.10 ACRE TRACT CONVEYED TO JOHN E. HARRIS, JR. AND MARILYN HARRIS BY DEED RECORDED IN VOLUME 32, PAGE 772 OF SAID OFFICIAL PUBLIC RECORDS AND A PORTION OF TRACT 1 AND ALL OF TRACTS 2, 3, 4 AND 5 AS CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS; SAID 2079.444 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS 2080.540 ACRES OF LAND, SAVE AND EXCEPT THAT CERTAIN 1.10 ACRE TRACT, FOUND TO CONTAIN 1.096 ACRES OF LAND, CONVEYED TO WEST TEXAS UTILITIES CO. BY DEED RECORDED IN VOLUME 550, PAGE 255 OF SAID DEED RECORDS, AND AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU JUNE, 2014:

BEGINNING at a 1 ¼ inch iron pipe found for the southeast corner of Section 44 of said Block 12 and an interior corner of said Section 44 ½ and an interior corner hereof;

THENCE North 11°47'01" East a distance of 4073.79 feet along the common line of said Sections 44 and 44 ½ to a 1 ½ inch iron pipe found for the northerly northwest corner of said Section 44 ½ and the southwest corner of said West-Part of Section 74 and an angle point hereof;

THENCE North 11°53'54" East a distance of 4154.43 feet along the common line of said Sections 44 and 74 and the common line of Section 43 of said Block 12 and said Section 74 to 1 ½ inch iron pipe found for the northwest corner of said West-Part of Section 74 and the southwest corner of said Section 73;

THENCE North 11°46'49" East a distance of 11814.03 feet along the common line of said Sections 43 and 73, the common line of Section 7 of said Block 12 and said Section 73 and the common line of said Sections 7 and 8 to a point for the southwest corner of that certain tract

conveyed to Judy Caroline Cain Mashburn by deed recorded in Volume 714, Page 470 of said deed records and the northwest corner of said Harris 163.10 acre tract and hereof and from which a 1 ½ inch iron pipe found for the northerly common corner of said Sections 7 and 8 bears North 11°46'49" East a distance of 1170.28 feet along said common line;

THENCE South 78°07'57" East a distance of 2642.77 feet along the south line of said Mashburn tract to a point in the common line of said Section 9 and said Section 8 for the southeast corner of said Mashburn tract, the northeast corner of said Harris 163.10 acre tract, and an ell corner hereof and from which a 5/8 inch iron rod found as the accepted northerly common corner of said Sections 8 and 9 bears North 11°48'14" East a distance of 4137.70 feet along said common line;

THENCE South 11°48'14" West a distance of 3836.40 feet along the common line of said Sections 8 and 9 to a point for the southwest corner of that certain 160 acre tract conveyed as Tract Four to Jerry V. Durant by deed recorded in Volume 786, Page 608 of said deed records, the northwest corner of said Gunter Tract 5 and an interior corner hereof;

THENCE South 78°35'18" East along the south line of said Durant tract, passing at a distance of 29.33 feet a ½ inch iron rod with cap found for reference, continuing in all a distance of 2642.00 feet to a 1 ½ inch iron pipe found in the common line of Section 10 of said Block 12 and said Section 9 for the southeast corner of said Durant tract, the northeast corner of said Gunter Tract 5 and an ell corner hereof;

THENCE South 11°48'14" West a distance of 2139.77 feet along the common line of said Sections 9 and 10 to a point for an ell corner of said Section 73, the southwest corner of said Section 10 and an interior corner hereof;

THENCE South 78°11'26" East along the common line of said Sections 10 and 73, passing at a distance of 0.90 feet a 6 inch cedar fence corner post, continuing in all a distance of 594.42 feet to a point for the northwest corner of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and an ell corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears South 78°11'26" East a distance of 30.00 feet along said common line;

THENCE along the westerly lines of said 3.90 acre tract the following four (4) calls:

1. South 11°51'30" West a distance of 2549.97 feet to a point for an angle point;
2. South 38°37'30" West a distance of 672.90 feet to a point for an angle point;
3. South 05°38'30" East a distance of 1007.60 feet to a point for an angle point;
4. South 11°51'30" West a distance of 1595.40 feet to a point in the north line of that certain 1 acre tract conveyed as Group Two to James Jepson by said deed recorded in Volume 821, Page 248 of said deed records for the southwest corner of said 3.90 acre tract and an ell corner hereof;

THENCE North 78°08'29" West a distance of 265.19 feet along the north line of said 1 acre tract to a point for the northwest corner of said 1 acre tract and an interior corner hereof;

THENCE South 11°51'30" West a distance of 147.88 feet along the west line of said 1 acre tract to a point in the common line of the East-Part of said Section 74 of said Block 194 and said Section 73 for the southwest corner of said 1 acre tract and an ell corner hereof and from which a 1 ½ inch iron pipe found for the southeast corner of said Section 73 bears South 78°11'45" East a distance of 295.20 feet along said common line;

THENCE North 78°11'45" West a distance of 2946.42 feet along said common line to a 1 ½ inch iron pipe found for the northwest corner of said East-Part of said Section 74, the northeast corner of said West-Part of said Section 74 and an interior corner hereof;

THENCE South 11°51'13" West a distance of 3651.92 feet along the common line of said East-Part and said West-Part of Section 74 to a 1 ½ inch iron pipe found in the north line of said Section 44 ½ for the southwest corner of said East-Part, the southeast corner of said West-Part and an interior corner hereof;

THENCE South 88°51'15" East a distance of 1341.94 feet along the common line of said East-Part and said Section 44 ½ to a cotton spindle found in the west line of Section 75 of said Block 194 for an ell corner of said East-Part, the northeast corner of said Section 44 ½ and an ell corner hereof;

THENCE South 01°03'16" West a distance of 4921.69 feet along the common line of said Sections 75 and 44 ½ and the common line of Section 80 of said Block 194 and said Section 44 ½ to a point in the north line of Section 4, Block 16, University Land, for the southwest corner of said Section 80, the southeast corner of said Section 44 ½ and the southerly southeast corner hereof and from which a 1 ¼ inch iron pipe found for reference bears South 88°35'30" East a distance of 85.93 feet along said north line;

THENCE North 88°35'30" West a distance of 3099.88 feet along the common line of said Sections 4 and 44 ½ to a 2 inch iron pipe found for the northerly common corner of Section 5 of said Block 16 and said Section 4 and an angle point hereof;

THENCE North 88°35'18" West a distance of 4113.41 feet along the common line of said Sections 5 and 44 ½ to a 120D nail found for the southeast corner of that certain 43.04 acre tract conveyed to LCRA Transmission Services Corporation by deed recorded in Volume 39, Page 193 of said official public records and the southwest corner of said Harris residue tract and hereof and from which a bolt found at a 2 inch iron pipe fence corner post for a replacement monument for the northerly common corner of Section 6 of said Block 16 and said Section 5 and the southwest corner of said Section 44 ½ bears North 88°35'18" West a distance of 1285.74 feet along said common line;

THENCE North 01°24'18" East a distance of 1339.01 feet along the east line of said LCRA tract to 2 inch iron pipe fence corner post found in the common line of said Sections 44 and 44 ½ for the northeast corner of said LCRA tract, the westerly northwest corner of said Harris residue tract, and an ell corner hereof and from which a 1 inch iron pipe found for the westerly northwest

corner of said Section 44 ½ bears North 78°07'31" West a distance of 1307.25 feet along said common line;

THENCE South 78°07'31" East a distance of 2440.64 feet along said common line of said Sections 44 and 44 ½ to the **POINT OF BEGINNING** and containing 2080.540 acres of land, more or less.

SAVE AND EXCEPT SAID 1.10 ACRE TRACT CONVEYED TO SAID WEST TEXAS UTILITIES CO., FOUND TO CONTAIN 1.096 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 2 inch iron pipe fence corner post found in the southeast r-o-w line of F.M. Highway 1901 for the west corner hereof and from which said 1 ¼ inch iron pipe found for the southeast corner of said Section 44 and an interior corner of said Section 44 ½ bears South 69°50'18" West a distance of 2358.23 feet;

THENCE North 41°45'36" East a distance of 164.95 feet along said r-o-w line to a 2 inch iron pipe fence corner post found for the north corner hereof;

THENCE South 51°08'33" East a distance of 289.91 feet to a 2 inch iron pipe fence corner post found for the east corner hereof;

THENCE South 41°47'35" West a distance of 164.87 feet to a 2 inch iron pipe fence corner post found for the south corner hereof;

THENCE North 51°09'30" West a distance of 289.82 feet to the **POINT OF BEGINNING** and containing 1.096 acres of land, more or less.

LEAVING A TOTAL 2079.444 ACRES MORE OR LESS.

5.350 ACRES

LEGAL DESCRIPTION: BEING 5.350 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN TRACT 1 CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS; SAID 5.350 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU JUNE, 2014:

BEGINNING at a point in the common line of Section 72 of said Block 194 and said Section 73 for an angle point of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and the south corner hereof and

from which a 1 ½ inch iron pipe found for the southeast corner of said Section 73 bears South 11°51'31" West a distance of 1747.56 feet along the east line of said Section 73;

THENCE North 05°38'30" West a distance of 1000.04 feet along the east line of said 3.90 acre tract to a point for an angle point;

THENCE North 38°37'30" East a distance of 667.76 feet along the east line of said 3.90 acre tract to a point in said common section line for an angle point of said 3.90 acre tract and the north corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears North 11°51'31" East a distance of 2557.23 feet along said common line;

THENCE South 11°51'31" West a distance of 1549.97 feet along said common line to the **POINT OF BEGINNING** and containing 5.350 acres of land, more or less.

Note: Bearings, distances, and acreage shown hereon are Grid, NAD83(CORS96), Texas Central Zone and are based on NGS CORS/OPUS solutions. Iron rods set are 1/2 inch by 24 inch steel rebar with blue plastic caps marked "WATSON-5498".

TAB 10

Description of all property not eligible to become qualified property (if applicable)

1. Residential home and barn located on Block 12, Section 44 ½, with a total improvement value of \$122,970; and
2. Mobile home located on Block 194, Section 73, with a total improvement value of \$27,510.00.

SEE ATTACHED CAD INFORMATION FOR FURTHER DETAIL.

Block 12 Section 9:

Gunter Peanut –

Improvement value = 0

Total value = 17,610

Block 12, Section 44 1/2:

John E Harris Jr –

Improvement value = 83,020

Total value = 122,970

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
1	RES	0	798	\$37,400.00
2	STR2	0	798	\$30,960.00
3	CPF4	0	216	\$1,380.00
4	CPF4	0	16	\$100.00
5	FVO	0	0	\$100.00
6	BN3G	0	1200	\$13,080.00

1 RES --> residential --> harris home

2 STR2 --> second story of residence --> harris home

3 CPF4 --> covered porch, frame

4 CPF4 --> covered porch, frame

5 FVO --> flat valued (structure with little or no significant value, mobile home, storage, junk) ... marilyn harris says it might be a corral?

6 BN3G --> barn? ... Marilyn haris says this is probably the shop, a metal building

AEP Texas North Company –

Total value = \$130

Improvement value = \$0

LCRA Transmission Services Corp –

Total value = \$3030

Improvement value = \$0

Block 194 Section 73:

James Jepson -

Total value = \$110

Improvement value = \$0

David Guevara -

Total value = \$27,510

Improvement value = \$27,510

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
1	MH	0	1783	\$26,030.00
2	CPF1	0	65	\$160.00
3	CVTL	0	400	\$590.00
4	STG1	0	150	\$730.00

1 MH --> mobile home

2 CPF1 --> covered porch, lower quality

3 CVTL --> tin cover for vehicles ... made of aluminum and tin

4 STG1 --> storage, lower quality

Gunter Peanut -

Total value = \$121,650

Improvement value = \$0

Block 194 Section 74, Abstract 8431:

Gunter Peanut -

Total value = \$50,340

Improvement value = \$0

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified : Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00012-02044-00102-000000 Account Number: 40490

Owner Name LCRA TRANSMISSION SERVICES CORP

Mailing Address
P O BOX 220
AUSTIN, TX 78767

Location
8436 12 C GRAFF

Legal
SEC 44 1/2

Value Information

2013 Certified

Land Value	\$3,030.00
Improvement Value	\$0.00
AG Value	\$0.00
AG Productivity Value	\$0.00
Assessed Value	\$3,030.00
Total Value	\$3,030.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.620000
E 32	Isaac-Sheffield ISD	2012	1.170000
43.0400 03	Middle Pecos Ground WCD	2012	0.026000
05	Isaac General Hospital District	2012	0.105000

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

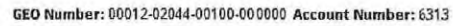
Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1	LCRA TRANSMISSION SERVICES CORP	LCRA TRANSMISSION SERVICES CORP	39	193	20120301

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	43.040000	0.000000	0.000000	0.000000	\$0	\$3,030.00

TaxNetUSA - TX : Pecos : 2013 Certified : Detail Report



5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified: Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00012-00009-00100-000000 Account Number: 6228

Owner Name GUNTER PEANUT CO INC

Mailing & JEFF CART
Address DRAWER H
BINGER, OK 73009Location
203 12 H&ON SEC 9

Legal

Value Information

2013 Certified

Land Value	\$0.00
Improvement Value	\$0.00
AG Value	\$1,000.00
AG Productivity Value	\$17,810.00
Assessed Value	\$1,000.00
Total Value	\$17,810.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.020000
32	Iraan-Sheffield ISD	2012	1.170000
63	Middle Pecos Ground WCD	2012	0.025000
65	Iraan General Hospital Distlot	2012	0.185000

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1	FORD DON	FRYE GEORGE & KENNETH	000	4	10000110
2	FRYE GEORGE & KENNETH	GUNTER PEANUT CO INC	742	78	20030328

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	160.000000	0.000000	0.000000	0.000000	\$1000	\$17,810.00

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified : Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00194-00074-00300-000000 Account Number: 12735

Owner Name GUNTER PEANUT CO INC

Mailing 4 JEFF CART
Address DRAWER H
BINGER, OK 73009Location
Legal 8431 104 00&SF SEC 74

Value Information

2013 Certified

Land Value	\$0.00
Improvement Value	\$0.00
AG Value	\$33,150.00
AG Productivity Value	\$50,340.00
Assessed Value	\$33,150.00
Total Value	\$50,340.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.829000
32	Iraan-Sheffield ISD	2012	1.170000
83	Middle Pecos Ground WCD	2012	0.028000
05	Iraan General Hospital District	2012	0.105000

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1			589	385	10880824
2	FRYE HARLAND H ETUX	FRYE KENNETH ETUX	0	0	10880824
3	FRYE KENNETH ETUX	FRYE GEORGE & KENNETH	580	4	10050110
4	FRYE GEORGE & KENNETH	GUNTER PEANUT CO INC	742	78	20030328

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	238.480000	0.000000	0.000000	0.000000	\$33,150	\$50,340.00

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified: Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00194-00073-00101-000000 Account Number: 12731

Owner Name JEPSON JAMES

Mailing Address
PO BOX 1052
MCCAMEY, TX 79762Location
5015 194 GC&SF SEC 73
SE CORNER

Value Information

2013 Certified

Land Value	\$0.00
Improvement Value	\$0.00
AG Value	\$10.00
AG Productivity Value	\$110.00
Assessed Value	\$10.00
Total Value	\$110.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.620000
D1	32	2012	1.170000
03	Middle Pecos Ground WCD	2012	0.026000
05	Itzan General Hospital District	2012	0.105000

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1	GONZALEZ ALEX R	GONZALEZ ALEX R	0	0	
2	GONZALEZ ALEX R ETUX	GONZALEZ ALEX R	533	559	19840909
3	GONZALEZ ALEX R	JEPSON CAROLINE F	730	768	20011129
4	JEPSON CAROLINE F	JEPSON JAMES	821	248	20100930

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	1.000000	0.000000	0.000000	0.000000	\$10	\$110.00

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified : Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00194-00073-00101-009935 Account Number: 30405

Owner Name GUEVARA DAVID

Mailing Address P O BOX 939
MC CAMEY, TX 79762Location HWY 1801
GIRVIN TX 79744Legal LOCATED MOBILE HOME
0015 104 CC&SF SEC 73

Value Information

2013 Certified

Land Value	\$0.00
Improvement Value	\$27,510.00
AG Value	\$0.00
AG Productivity Value	\$0.00
Assessed Value	\$27,510.00
Total Value	\$27,510.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.029000
M1 32	Isaac-Shelfield ISD	2012	1.170000
0.0000 03	Middle Pecos Ground WCD	2012	0.026000
7 05	Isaac General Hospital District	2012	0.105000

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
1	MH	0	1763	\$26,030.00
2	CPF1	0	55	\$160.00
3	CVTL	0	400	\$560.00
4	ST01	0	150	\$730.00

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1	DROAC LARRY ETUX ANNA	GUEVARA DAVID	0	0	

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
----------	-------	------	-------	------	----------	-------

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified: Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00012-02044-00101-000000 Account Number: 6314

Owner Name AEP TEXAS NORTH COMPANY

Mailing Address
P O BOX 060104
DALLAS, TX 75206

Location FM 1901

Legal 8435 12 C GRAFF
SEC 44 1/2

Value Information

2013 Certified

Land Value	\$130.00
Improvement Value	\$0.00
AG Value	\$0.00
AG Productivity Value	\$0.00
Assessed Value	\$130.00
Total Value	\$130.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions

State Code

Land Acres

Neighborhood

Map ID

Abstract Number

Tract/Lot

Block

Entity Code	Entity Name	Rate	Year	Tax Rate
01	Pecos County	2012	0.020000	
E 32	Iraan-Sheffield ISD	2012	1.170000	
1.1000 03	Middle Pecos Ground WCD	2012	0.020000	
7 05	Iraan General Hospital District	2012	0.105000	

[View Tax Estimator](#)

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1		MC DONALD DAVID HARKEY	0	0	19970722
2	MC DONALD DAVID HARKEY	MORRIS DON & PATSY LIVING TRST	721	283	20010129
3		MORRIS D&P FAMILY PARTNERSH	740	689	20030123
4	MORRIS D&P FAMILY PARTNERSHIP	WEST TEXAS UTILITIES COMPANY	550	255	19850411

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	1.100000	0.000000	0.000000	0.000000	\$0	\$130.00

5/9/2014

TaxNetUSA - TX : Pecos : 2013 Certified : Detail Report



TaxNetUSA > Texas > Pecos County > Detail Report

GEO Number: 00194-00073-00102-000000 Account Number: 12732

Owner Name: GUNTER PEANUT CO INC

Mailing Address:
4 JEFF CART
DRAWER H
BINGER, OK 73009Location:
6016 104 GC&SF SEC 73

Legal:

Value Information

2013 Certified

Land Value	\$0.00
Improvement Value	\$0.00
AG Value	\$73,470.00
AG Productivity Value	\$121,850.00
Assessed Value	\$73,470.00
Total Value	\$121,850.00

Data up to date as of Sep 6, 2013 including 2013 Certified values.

Property Details

Exemptions:

State Code:

Land Acres:

Neighborhood:

Map ID:

Abstract Number:

Tract/Lot:

Block:

Entity Code	Entity Name	Rate Year	Tax Rate
01	Pecos County	2012	0.529000
D1 32	Isaiah-Sheffield ISD	2012	1.170000
039.0000 03	Middle Pecos Ground WCD	2012	0.028000
05	Isaiah General Hospital District	2012	0.105000
Total			1.8395

*Total Estimated Taxes: \$2,420.35

73 Note: The Total Estimated Taxes are provided as a courtesy and should not be relied upon
104 in making financial or other decisions. *Tax amount does not include any abatements or
exemptions.

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
-----------	------------	------------	------------	-------

Ownership History

Sale No.	Seller	Purchaser	Volume	Page	Deed Date
1			680	4	19850119
2	FRYE GEORGE & KENNETH	GUNTER PEANUT CO INC	742	78	20030328

Land Information

Land No.	Acres	SQFT	Front	Rear	AG Value	Value
1	520.000000	0.000000	0.000000	0.000000	\$72280	\$108,890.00
2	119.000000	0.000000	0.000000	0.000000	\$1100	\$12,970.00

Block 12, Section 8 [S/2] (Gunter / Cart)

Gunter Peanut Company and Jeff Cart

Improvement value = 0

Total value = 67,430

Block 12, Section 8 (Harris)

John E Harris Jr and Marilyn Harris-

Improvement value = 0

Total value = 17,960

Block 12 Section 9:

Gunter Peanut Company and Jeff Cart –

Improvement value = 0

Total value = 17,610

Block 12, Section 44 1/2:

John E Harris Jr and Marilyn Harris –

Improvement value = 83,020

Total value = 122,970

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
1	RES	0	798	\$37,400.00
2	STR2	0	798	\$30,960.00
3	CPF4	0	216	\$1,380.00
4	CPF4	0	16	\$100.00
5	FVO	0	0	\$100.00
6	BN3G	0	1200	\$13,080.00

1 RES --> residential --> harris home

2 STR2 --> second story of residence --> harris home

3 CPF4 --> covered porch, frame

4 CPF4 --> covered porch, frame

5 FVO --> flat valued (structure with little or no significant value, mobile home, storage, junk) ...

marilyn harris says it might be a corral?

6 BN3G --> barn? ... Marilyn haris says this is probably the shop, a metal building

AEP Texas North Company –

Total value = \$130

Improvement value = \$0

LCRA Transmission Services Corp –

Total value = \$3030

Improvement value = \$0

Block 194 Section 73:

James Jepson –

Total value = \$110

Improvement value = \$0

David Guevara –

Total value = \$27,510

Improvement value = \$27,510

Improvement Information

Bldg. No.	Bldg. Type	Year Built	Bldg. Area	Value
1	MH	0	1783	\$26,030.00
2	CPF1	0	65	\$160.00
3	CVTL	0	400	\$590.00
4	STG1	0	150	\$730.00

- 1 MH --> mobile home
- 2 CPF1 --> covered porch, lower quality
- 3 CVTL --> tin cover for vehicles ... made of aluminum and tin
- 4 STG1 --> storage, lower quality

Gunter Peanut Company and Jeff Cart -

Total value = \$121,650

Improvement value = \$0

Block 194 Section 74, Abstract 8431:

Gunter Peanut Company and Jeff Cart -

Total value = \$50,340

Improvement value = \$0

TAB 11

Maps that clearly show:

- *Project vicinity, Qualified investment & property, Existing Property, Land Location, and Reinvestment Zone*

[CONFIDENTIAL]

TAB 12

Request of waiver of creation requirement

May 8, 2014

Mr. Kevin Allen, Superintendent
Iraan-Sheffield Independent School District
P.O. Box 486
Iraan, Texas 79744-0486

Re: Chapter 313 Job Waiver Request

Dear Mr. Allen,

Please consider this letter to be West Texas Solar 1 LLC's formal request to waive the minimum new job creation requirement, as provided under Texas Tax Code 313.025(f-1).

Based upon our knowledge of staffing requirements West Texas Solar 1 LLC requests the job creation requirement under Chapter 313 of the Texas Tax Code be waived. In line with solar industry standards for job requirements, West Texas Solar 1 LLC has committed to create two (2) new permanent jobs.

Solar projects create a large number of full-time, temporary jobs during the construction phase (1st year), but require a small number of highly skilled technicians to operate the solar project once construction operations end and commercial operations begin.

These permanent employees of a solar energy project maintain and service solar panels, mounting infrastructure, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition to the onsite employees described above, there also may be asset managers or technicians who supervise, monitor, and support solar project operations from offsite locations.

The waiver request herein is in line with industry standards for the number of jobs specifically relegated to a solar generation facility of this size. This is evidenced by previously filed limitation agreement applications by solar developers who similarly requested a waiver of the job requirements and in addition, by readily available documentation and education materials related to the development of solar generation facilities.

Sincerely,

West Texas Solar 1 LLC



Thomas H. Houle
President



Mike Allison
Vice President

TAB 13

Calculation of three possible wage requirements with TWC documentation

**AVERAGE WEEKLY WAGES FOR ALL JOBS, ALL INDUSTRIES IN PECOS
COUNTY**
FOUR MOST RECENT QUARTERS

COUNTY	YEAR	QUARTER	Avg. Weekly Wage
Pecos	2013	Q2	\$812
Pecos	2013	Q3	\$789
Pecos	2013	Q4	\$833
Pecos	2014	Q1	\$892
SUM:			\$3,326
CALCULATION:			$\$3,394/4 = \831.50

AVERAGE WEEKLY WAGES FOR MANUFACTURING JOBS IN PECOS COUNTY
FOUR MOST RECENT QUARTERS

COUNTY	YEAR	QUARTER	Avg. Weekly Wage
Pecos	2013	Q2	\$571
Pecos	2013	Q3	\$708
Pecos	2013	Q4	\$561
Pecos	2014	Q1	\$662
SUM:			\$2,618
CALCULATION:			$\$2,502/4 = \$625.5 * 1.1 = \$688.50$

**AVERAGE WEEKLY WAGES FOR MANUFACTURING JOBS IN THE PERMIAN
BASIN REGION (WDA)**
FOUR MOST RECENT QUARTERS

REGION / WDA	YEAR	Hourly/Annual	Avg. Weekly Wage
Permian Basin	2013	\$22.89/\$47,604	\$915.60
CALCULATION:			$\$915.60 * 1.1 = \$1,007.16$

Quarterly Employment and Wages (QCEW)

[Back](#)

I.CODETITLE

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	1st Qtr	Pecos County	Total All	00	0	10	Total, All Industries	\$837
2013	2nd Qtr	Pecos County	Total All	00	0	10	Total, All Industries	\$812
2013	3rd Qtr	Pecos County	Total All	00	0	10	Total, All Industries	\$789
2013	4th Qtr	Pecos County	Total All	00	0	10	Total, All Industries	\$833
2014	1st Qtr	Pecos County	Total All	00	0	10	Total, All Industries	\$892
2014	1st Qtr	Pecos County	Total All	31	2	31-33	Manufacturing	\$662
2013	4th Qtr	Pecos County	Total All	31	2	31-33	Manufacturing	\$561
2013	3rd Qtr	Pecos County	Total All	31	2	31-33	Manufacturing	\$708
2013	2nd Qtr	Pecos County	Total All	31	2	31-33	Manufacturing	\$571
2013	1st Qtr	Pecos County	Total All	31	2	31-33	Manufacturing	\$692

2013 Manufacturing Wages by Council of Government Region
Wages for All Occupations

COG	Wages	
	Hourly	Annual
Texas	\$23.73	\$49,363
1. Panhandle Regional Planning Commission	\$20.43	\$42,499
2. South Plains Association of Governments	\$16.53	\$34,380
3. NORTEX Regional Planning Commission	\$19.15	\$39,838
4. North Central Texas Council of Governments	\$25.00	\$51,997
5. Ark-Tex Council of Governments	\$17.45	\$36,298
6. East Texas Council of Governments	\$19.50	\$40,565
7. West Central Texas Council of Governments	\$18.64	\$38,779
8. Rio Grande Council of Governments	\$16.27	\$33,848
9. Permian Basin Regional Planning Commission	\$22.89	\$47,604
10. Concho Valley Council of Governments	\$17.20	\$35,777
11. Heart of Texas Council of Governments	\$19.44	\$40,444
12. Capital Area Council of Governments	\$27.31	\$56,805
13. Brazos Valley Council of Governments	\$17.20	\$35,770
14. Deep East Texas Council of Governments	\$16.48	\$34,287
15. South East Texas Regional Planning Commission	\$29.09	\$60,501
16. Houston-Galveston Area Council	\$26.13	\$54,350
17. Golden Crescent Regional Planning Commission	\$22.23	\$46,242
18. Alamo Area Council of Governments	\$18.91	\$39,329
19. South Texas Development Council	\$13.94	\$28,990
20. Coastal Bend Council of Governments	\$23.78	\$49,454
21. Lower Rio Grande Valley Development Council	\$15.82	\$32,907
22. Texoma Council of Governments	\$20.93	\$43,529
23. Central Texas Council of Governments	\$17.33	\$36,042
24. Middle Rio Grande Development Council	\$19.07	\$39,666

Source: Texas Occupational Employment and Wages

Data published: July 2014

Data published annually, next update will be July 31, 2015

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

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

TAB 14

Schedules A1, A2, B, C, and D completed and signed Economic Impact

See attached Excel Spreadsheet

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

Applicant Name WEST TEXAS SOLAR I.
ISD Name Iraan-Sheffield Independ

Form 50-296A

Revised Feb. 2011

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				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	2014	2014-2015	2014	\$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				\$0.00	\$0	\$0	\$0	\$0.00
Complete tax years of qualifying time period	QTP1	2015-2016	2015	\$275,000,000.00	\$0	\$0	\$0	\$275,000,000.00
	QTP2	2016-2017	2016	\$0	\$0	\$0	\$0	\$0
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$275,000,000.00	\$0	\$0	\$0	\$275,000,000.00
				Enter amounts from TOTAL row above in Schedule A2				
Total Qualified Investment (sum of green cells)				\$275,000,000.00				

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

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

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

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

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

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

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

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

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

Applicant Name WEST TEXAS SOLAR I, LLC

Form 50-298A

ISD Name Iraan-Sheffield Independent School District

Revised Feb 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A 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 not 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		\$275,000,000.00	\$0	\$0	\$0	\$275,000,000.00
Each year prior to start of value limitation period**	0	2014-2015	2014	\$0	\$0	\$0	\$0	\$0
Each year prior to start of value limitation period**	0	2015-2016	2015	\$275,000,000.00	\$0	\$0	\$0	\$275,000,000.00
Value limitation period***	1	2016-2017	2016	\$0.00	\$0	\$0	\$0	\$0.00
	2	2017-2018	2017	\$0.00	\$0	\$0	\$0	\$0.00
	3	2018-2019	2018	\$0.00	\$0	\$0	\$0	\$0.00
	4	2019-2020	2019	\$0.00	\$0	\$0	\$0	\$0.00
	5	2020-2021	2020	\$0.00	\$0	\$0	\$0	\$0.00
	6	2021-2022	2021	\$0.00	\$0	\$0	\$0	\$0.00
	7	2022-2023	2022	\$0.00	\$0	\$0	\$0	\$0.00
	8	2023-2024	2023	\$0.00	\$0	\$0	\$0	\$0.00
	9	2024-2025	2024	\$0.00	\$0	\$0	\$0	\$0.00
	10	2025-2026	2025	\$0.00	\$0	\$0	\$0	\$0.00
Total Investment made through limitation				\$275,000,000	\$0	\$0	\$0	\$275,000,000
Continue to maintain viable presence	11	2026-2027	2026			\$2,400,000.00		\$2,400,000.00
	12	2027-2028	2027			\$4,800,000.00		\$4,800,000.00
	13	2028-2029	2028			\$2,400,000.00		\$2,400,000.00
	14	2029-2030	2029			\$0		\$0
	15	2030-2031	2030			\$0		\$0
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2031-2032	2031			\$0		\$0
	17	2032-2033	2032			\$0		\$0
	18	2033-2034	2033			\$0		\$0
	19	2034-2035	2034			\$0		\$0
	20	2035-2036	2035			\$0		\$0
	21	2036-2037	2036			\$0		\$0
	22	2037-2038	2037			\$0		\$0
	23	2038-2039	2038			\$2,400,000.00		\$2,400,000.00
	24	2039-2040	2039			\$4,800,000.00		\$4,800,000.00
	25	2040-2041	2040			\$2,400,000.00		\$2,400,000.00

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

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

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

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

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

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

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

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

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

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

Applicant Name

WEST TEXAS SOLAR I, LLC

Form 50-296A

ISD Name

Iraan-Sheffield Independent School District

Revised Feb 2014

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Prior Years	0	2014-2015	2014	\$0	\$0	\$0	\$0	\$0	\$0
Prior Years	0	2015-2016	2015	\$0	\$0	\$0	\$0	\$0.00	\$0.00
Value Limitation Period	1	2016-2017	2016	\$0	\$275,000,000.00	\$0	\$0	\$275,000,000.00	\$25,000,000.00
	2	2017-2018	2017	\$0	\$233,750,000.00	\$0	\$0	\$233,750,000.00	\$25,000,000.00
	3	2018-2019	2018	\$0	\$198,687,500.00	\$0	\$0	\$198,687,500.00	\$25,000,000.00
	4	2019-2020	2019	\$0	\$168,884,375.00	\$0	\$0	\$168,884,375.00	\$25,000,000.00
	5	2020-2021	2020	\$0	\$143,551,718.75	\$0	\$0	\$143,551,718.75	\$25,000,000.00
	6	2021-2022	2021	\$0	\$122,018,960.94	\$0	\$0	\$122,018,960.94	\$25,000,000.00
	7	2022-2023	2022	\$0	\$103,716,116.80	\$0	\$0	\$103,716,116.80	\$25,000,000.00
	8	2023-2024	2023	\$0	\$88,158,699.28	\$0	\$0	\$88,158,699.28	\$25,000,000.00
	9	2024-2025	2024	\$0	\$74,934,894.39	\$0	\$0	\$74,934,894.39	\$25,000,000.00
	10	2025-2026	2025	\$0	\$63,694,660.23	\$0	\$0	\$63,694,660.23	\$25,000,000.00
Continue to maintain viable presence	11	2026-2027	2026	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	12	2027-2028	2027	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	13	2028-2029	2028	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	14	2029-2030	2029	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	15	2030-2031	2030	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2031-2032	2031	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	17	2032-2033	2032	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	18	2033-2034	2033	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	19	2034-2035	2034	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	20	2035-2036	2035	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	21	2036-2037	2036	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	22	2037-2038	2037	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	23	2038-2039	2038	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	24	2039-2040	2039	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00
	25	2040-2041	2040	\$0	\$55,000,000.00	\$0	\$0	\$55,000,000.00	\$55,000,000.00

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

Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Applicant Name WEST TEXAS SOLAR I, LLC
ISD Name Iraan-Sheffield Independent School District

Form 50-296A
Revised Feb 2014

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year)	Column A	Column B	Column C	Column D	Column E
				Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Prior Years	0	2014-2015	2014	0	N/A	0	0	N/A
Prior Years	0	2015-2016	2015	200 FTE avg; 450 FTE peak	\$37,534.00	0	0	N/A
Value Limitation Period The qualifying time period could overlap the value limitation period.	1	2016-2017	2016	0	N/A	0	2	\$37,000.00
	2	2017-2018	2017	0	N/A	0	2	\$37,000.00
	3	2018-2019	2018	0	N/A	0	2	\$37,000.00
	4	2019-2020	2019	0	N/A	0	2	\$37,000.00
	5	2020-2021	2020	0	N/A	0	2	\$37,000.00
	6	2021-2022	2021	0	N/A	0	2	\$37,000.00
	7	2022-2023	2022	0	N/A	0	2	\$37,000.00
	8	2023-2024	2023	0	N/A	0	2	\$37,000.00
	9	2024-2025	2024	0	N/A	0	2	\$37,000.00
	10	2025-2026	2025	0	N/A	0	2	\$37,000.00
Years Following Value Limitation Period	11 through 25	2026-2041	2026-2040	0	N/A	0	2	\$37,000.00

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

C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25 qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts)

If yes, answer the following two questions:

C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)?

C1b. Will the applicant avail itself of the provision in 313.021(3)(F)?

☒	Yes	☐	No
☒	Yes	☐	No
☐	Yes	☒	No

Schedule D: Other Incentives (Estimated)

Applicant Name

WEST TEXAS SOLAR I, LLC

Form 50-296A

ISD Name

Iraan-Sheffield Independent School District

Revised Feb 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)

Incentive Description	Taxing Entity (as applicable)	(as Beginning Year of Benefit)	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:					
	City:					
	Other:					
Tax Code Chapter 312	County: Pecos County	2016	2016-2025	\$643,179.24	\$329,769.80	\$324,171.84
	Other: Iraan General Hospital	2016	2016-2025	\$174,234.60	\$89,333.28	\$84,901.32
	Other: Middle Pecos Groundwater Conservation District	2016	2016-2025	\$22,973.96	\$11,779.16	\$11,194.80
	Other: Midland College	2016	2016-2025	\$23,433.44	12,014.76	\$11,418.68
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
TOTAL				\$863,821.24	\$442,897.00	\$431,686.64

Additional information on incentives for this project: 25 Year Average was used to adjust for depreciation of facility

TAB 15

Economic Impact

West Texas Solar 1 LLC will not be including an Economic Impact Report.

TAB 16

Description of Reinvestment Zone, including:

- A. Evidence that the area qualifies as an reinvestment zone*
- B. Legal description of the reinvestment zone*
- C. Order, resolution or ordinance establishing the reinvestment zone*
- D. Guidelines and criteria for creating the zone*

**RESOLUTION OF THE
PECOS COUNTY COMMISSIONERS COURT**

A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR TEXAS TAX CODE CHAPTER 312 TAX ABATEMENT IN PORTIONS OF PECOS COUNTY, TEXAS, TO BE KNOWN AS THE "WALA" REINVESTMENT ZONE; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pecos County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Texas Tax Code § 312.401), for the purpose of authorizing a Tax Abatement Agreement, as authorized by Chapter 312 of the Texas Tax Code; and,

WHEREAS, Pecos County, Texas, (the "County") desires to encourage the retention or expansion of primary employment and to attract major investment in the County that would be a benefit to property in a reinvestment zone created by the County and that would contribute to the economic development of the County;

WHEREAS, on July 14, 2014, the Pecos County Commissioners Court held a hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing, and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone as described on EXHIBIT A and mapped on EXHIBIT B; and,

WHEREAS, the Pecos County Commissioners Court at such public hearing invited any interested person to appear and speak for or against (1) the creation of the reinvestment zone, and whether all or part of the territory described should be included in the proposed reinvestment zone, and (2) acceptance of an Application for Tax Abatement by WEST TEXAS SOLAR 1 LLC, for Pecos County to consider entering into a Tax Abatement Agreement;

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone;

WHEREAS, the County wishes to (1) create a reinvestment zone consisting of the same real property as described on EXHIBIT A and mapped on EXHIBIT B, and (2) accept the Application for Tax Abatement by WEST TEXAS SOLAR 1 LLC.

NOW THEREFORE, BE IT RESOLVED BY THE PECOS COUNTY COMMISSIONERS COURT:

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

SECTION 2. That the Pecos County Commissioners Court, 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 "Wala" Reinvestment Zone has been properly called, held, and conducted, and that notices of such hearing have been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and,
- (b) That the boundaries of the "Wala" Reinvestment Zone be and, by the adoption of this Resolution, are declared and certified to be, the area as described in the description attached hereto as "EXHIBIT A"; and,
- (c) That the map attached hereto as "EXHIBIT B" is declared to be and (by the adoption of this Resolution) is certified to depict and to show accurately the boundaries of the "Wala" Reinvestment Zone, which is normatively described in "EXHIBIT A", and further certifies that the property described in "EXHIBIT A" is inside the boundaries shown on "EXHIBIT B"; and,
- (d) That creation of the "Wala" Reinvestment Zone with boundaries as described in "EXHIBIT A" and "EXHIBIT B" will result in benefits to Pecos County and to land included in the zone, and that the improvements sought are feasible and practical; and,
- (e) That the "Wala" Reinvestment Zone described in "EXHIBIT A" and "EXHIBIT B" meets the criteria set forth in Texas Tax Code §312.401 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, in that it is reasonably likely that the designation will contribute to the retention or expansion of primary employment, and/or will attract 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 Pecos County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, the Pecos County Commissioners Court, hereby creates a reinvestment zone under the provisions of Texas Tax Code § 312.401, encompassing the area described by the descriptions in "EXHIBIT A" and "EXHIBIT B", and such reinvestment zone is hereby designated and shall hereafter be referred to as the *Wala Reinvestment Zone*.

SECTION 4. That the *Wala Reinvestment Zone* shall take effect upon adoption by the County Commissioners Court 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 the Pecos County Commissioners Court already has found and resolved that Pecos County is eligible to enter into tax abatement agreements.

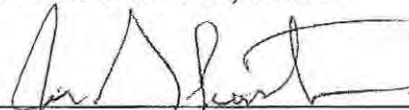
SECTION 6. That the Pecos County Commissioners Court accepts the Application for Tax Abatement submitted by WEST TEXAS SOLAR 1 LLC.

SECTION 7. That if any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

SECTION 8. That it is hereby found, determined, and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the Pecos County Commissioners Court, at which this resolution was adopted, was posted at a place convenient and readily accessible at all times, as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended; and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in newspapers of general circulation in Pecos County of the State of Texas; and that, furthermore, such notice was in fact delivered to the presiding officer of any effected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED, AND ADOPTED on this 14th day of July, 2014.

PECOS COUNTY, TEXAS

By: 
The Honorable Joe Shuster
County Judge

By: 
George Riggs
Commissioner, Precinct 1

By: 
Lupe Dominguez
Commissioner, Precinct 2

By: 
J.H. Kent
Commissioner, Precinct 3

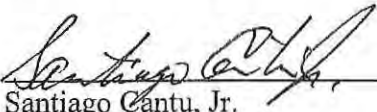
By: 
Santiago Cantu, Jr.
Commissioner, Precinct 4

EXHIBIT A
LEGAL DESCRIPTION OF "WALA"
REINVESTMENT ZONE

LEGAL DESCRIPTION: BEING 1918.005 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 44 1/2, CHARLES GRAEF SURVEY, ABSTRACT NO. 8435, THE WEST-PART OF SECTION 74, BLOCK 194, ABSTRACT NO. 8431, G.C. & S.F. RR Co. SURVEY, SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, SECTION 8, BLOCK 12, ABSTRACT NO. 5614, H. & G.N. RR Co. SURVEY, AND SECTION 9, BLOCK 12, H. & G.N. RR Co. SURVEY, ALL IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT SAME TRACT CONVEYED TO JOHN E. HARRIS, JR. AND MARILYN HARRIS BY DEED RECORDED IN VOLUME 30, PAGE 18 AND VOLUME 32, PAGE 774 OF THE OFFICIAL PUBLIC RECORDS OF PECOS COUNTY, TEXAS, AND A PORTION OF TRACT 1 AND ALL OF TRACTS 2, 3, 4 AND 5 AS CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS; SAID 1918.005 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS 1919.101 ACRES OF LAND, SAVE AND EXCEPT THAT CERTAIN 1.10 ACRE TRACT, FOUND TO CONTAIN 1.096 ACRES OF LAND, CONVEYED TO WEST TEXAS UTILITIES CO. BY DEED RECORDED IN VOLUME 550, PAGE 255 OF SAID DEED RECORDS, AND AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU JUNE, 2014:

BEGINNING at a 1 1/4 inch iron pipe found for the southeast corner of Section 44 of said Block 12 and an interior corner of said Section 44 1/2 and an interior corner hereof;

THENCE North 11°47'01" East a distance of 4073.79 feet along the common line of said Sections 44 and 44 1/2 to a 1 1/2 inch iron pipe found for the northerly northwest corner of said Section 44 1/2 and the southwest corner of said West-Part of Section 74 and an angle point hereof;

THENCE North 11°53'54" East a distance of 4154.43 feet along the common line of said Sections 44 and 74 and the common line of Section 43 of said Block 12 and said Section 74 to 1 1/2 inch iron pipe found for the northwest corner of said West-Part of Section 74 and the southwest corner of said Section 73;

THENCE North 11°46'49" East a distance of 9152.78 feet along the common line of said Sections 43 and 73, the common line of Section 7 of said Block 12 and said Section 73 and the common line of said Sections 7 and 8 to a point for the southwest corner of that certain 163.10 acre tract conveyed to John and Marilyn Harris by deed recorded in Volume 32, Page 772 of said official public records and the northwest corner of said Gunter Tract 4 and hereof and from which a 1 1/2 inch iron pipe found for the northerly common corner of said Sections 7 and 8 bears North 11°46'49" East a distance of 3831.54 feet along said common line;

THENCE South 78°07'57" East a distance of 2641.67 feet along the south line of said 163.10 acre tract to a point in the common line of said Section 9 and said Section 8 for the southeast corner of said 163.10 acre tract, the northeast corner of said Gunter Tract 4, and an ell corner hereof and from which a 5/8 inch iron rod found as the accepted northerly common corner of said Sections 8 and 9 bears North 11°48'14" East a distance of 6798.96 feet along said common line;

THENCE South 11°48'14" West a distance of 1175.15 feet along the common line of said Sections 8 and 9 to a point for the southwest corner of that certain 160 acre tract conveyed as Tract Four to Jerry V.

Durant by deed recorded in Volume 786, Page 608 of said deed records, the northwest corner of said Gunter Tract 5 and an interior corner hereof;

THENCE South 78°35'18" East along the south line of said Durant tract, passing at a distance of 29.33 feet a ½ inch iron rod with cap found for reference, continuing in all a distance of 2642.00 feet to a 1 ½ inch iron pipe found in the common line of Section 10 of said Block 12 and said Section 9 for the southeast corner of said Durant tract, the northeast corner of said Gunter Tract 5 and an ell corner hereof;

THENCE South 11°48'14" West a distance of 2139.77 feet along the common line of said Sections 9 and 10 to a point for an ell corner of said Section 73, the southwest corner of said Section 10 and an interior corner hereof;

THENCE South 78°11'26" East along the common line of said Sections 10 and 73, passing at a distance of 0.90 feet a 6 inch cedar fence corner post, continuing in all a distance of 594.42 feet to a point for the northwest corner of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and an ell corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears South 78°11'26" East a distance of 30.00 feet along said common line;

THENCE along the westerly lines of said 3.90 acre tract the following four (4) calls:

1. South 11°51'30" West a distance of 2549.97 feet to a point for an angle point;
2. South 38°37'30" West a distance of 672.90 feet to a point for an angle point;
3. South 05°38'30" East a distance of 1007.60 feet to a point for an angle point;
4. South 11°51'30" West a distance of 1595.40 feet to a point in the north line of that certain 1 acre tract conveyed as Group Two to James Jepson by said deed recorded in Volume 821, Page 248 of said deed records for the southwest corner of said 3.90 acre tract and an ell corner hereof;

THENCE North 78°08'29" West a distance of 265.19 feet along the north line of said 1 acre tract to a point for the northwest corner of said 1 acre tract and an interior corner hereof;

THENCE South 11°51'30" West a distance of 147.88 feet along the west line of said 1 acre tract to a point in the common line of the East-Part of said Section 74 of said Block 194 and said Section 73 for the southwest corner of said 1 acre tract and an ell corner hereof and from which a 1 ½ inch iron pipe found for the southeast corner of said Section 73 bears South 78°11'45" East a distance of 295.20 feet along said common line;

THENCE North 78°11'45" West a distance of 2946.42 feet along said common line to a 1 ½ inch iron pipe found for the northwest corner of said East-Part of said Section 74, the northeast corner of said West-Part of said Section 74 and an interior corner hereof;

THENCE South 11°51'13" West a distance of 3651.92 feet along the common line of said East-Part and said West-Part of Section 74 to a 1 ½ inch iron pipe found in the north line of said Section 44 ½ for the southwest corner of said East-Part, the southeast corner of said West-Part and an interior corner hereof;

THENCE South 88°51'15" East a distance of 1341.94 feet along the common line of said East-Part and said Section 44 ½ to a cotton spindle found in the west line of Section 75 of said Block 194 for an ell corner of said East-Part, the northeast corner of said Section 44 ½ and an ell corner hereof;

THENCE South 01°03'16" West a distance of 4921.69 feet along the common line of said Sections 75 and 44 ½ and the common line of Section 80 of said Block 194 and said Section 44 ½ to a point in the north line of Section 4, Block 16, University Land, for the southwest corner of said Section 80, the southeast corner of said Section 44 ½ and the southerly southeast corner hereof and from which a 1 ¼ inch iron pipe found for reference bears South 88°35'30" East a distance of 85.93 feet along said north line;

THENCE North 88°35'30" West a distance of 3099.88 feet along the common line of said Sections 4 and 44 ½ to a 2 inch iron pipe found for the northerly common corner of Section 5 of said Block 16 and said Section 4 and an angle point hereof;

THENCE North 88°35'18" West a distance of 4113.41 feet along the common line of said Sections 5 and 44 ½ to a 120D nail found for the southeast corner of that certain 43.04 acre tract conveyed to LCRA Transmission Services Corporation by deed recorded in Volume 39, Page 193 of said official public records and the southwest corner of said Harris residue tract and hereof and from which a bolt found at a 2 inch iron pipe fence corner post for a replacement monument for the northerly common corner of Section 6 of said Block 16 and said Section 5 and the southwest corner of said Section 44 ½ bears North 88°35'18" West a distance of 1285.74 feet along said common line;

THENCE North 01°24'18" East a distance of 1338.49 feet along the east line of said LCRA tract to 2 inch iron pipe fence corner post found in the common line of said Sections 44 and 44 ½ for the northeast corner of said LCRA tract, the westerly northwest corner of said Harris residue tract, and an ell corner hereof and from which a ½ inch iron rod found for the southwest corner of said Section 44 bears North 78°08'14" West a distance of 2837.66 feet along said common line;

THENCE South 78°08'14" East a distance of 2440.55 feet along said common line of said Sections 44 and 44 ½ to the **POINT OF BEGINNING** and containing 1919.101 acres of land, more or less.

SAVE AND EXCEPT SAID 1.10 ACRE TRACT CONVEYED TO SAID WEST TEXAS UTILITIES CO., FOUND TO CONTAIN 1.096 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 2 inch iron pipe fence corner post found in the southeast r-o-w line of F.M. Highway 1901 for the west corner hereof and from which said 1 ¼ inch iron pipe found for the southeast corner of said Section 44 and an interior corner of said Section 44 ½ bears South 69°50'18" West a distance of 2358.23 feet;

THENCE North 41°45'36" East a distance of 164.95 feet along said r-o-w line to a 2 inch iron pipe fence corner post found for the north corner hereof;

THENCE South 51°08'33" East a distance of 289.91 feet to a 2 inch iron pipe fence corner post found for the east corner hereof;

THENCE South 41°47'35" West a distance of 164.87 feet to a 2 inch iron pipe fence corner post found for the south corner hereof;

THENCE North 51°09'30" West a distance of 289.82 feet to the **POINT OF BEGINNING** and containing 1.096 acres of land, more or less.

LEAVING A TOTAL 1918.005 ACRES MORE OR LESS.

5.350 ACRES

LEGAL DESCRIPTION: BEING 5.350 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN TRACT 1 CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS; SAID 5.350 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU JUNE, 2014;

BEGINNING at a point in the common line of Section 72 of said Block 194 and said Section 73 for an angle point of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and the south corner hereof and from which a 1 ½ inch iron pipe found for the southeast corner of said Section 73 bears South 11°51'31" West a distance of 1747.56 feet along the east line of said Section 73;

THENCE North 05°38'30" West a distance of 1000.04 feet along the east line of said 3.90 acre tract to a point for an angle point;

THENCE North 38°37'30" East a distance of 667.76 feet along the east line of said 3.90 acre tract to a point in said common section line for an angle point of said 3.90 acre tract and the north corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears North 11°51'31" East a distance of 2557.23 feet along said common line;

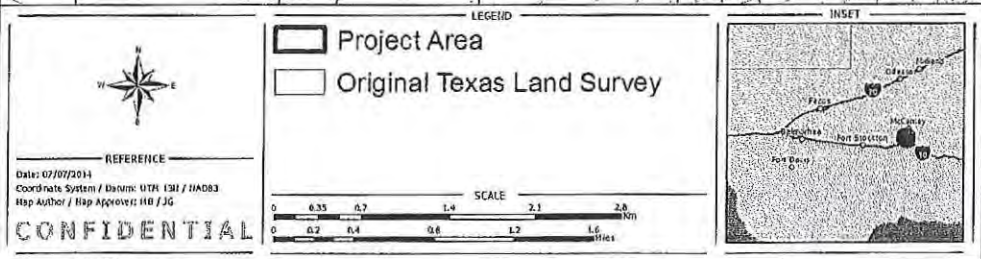
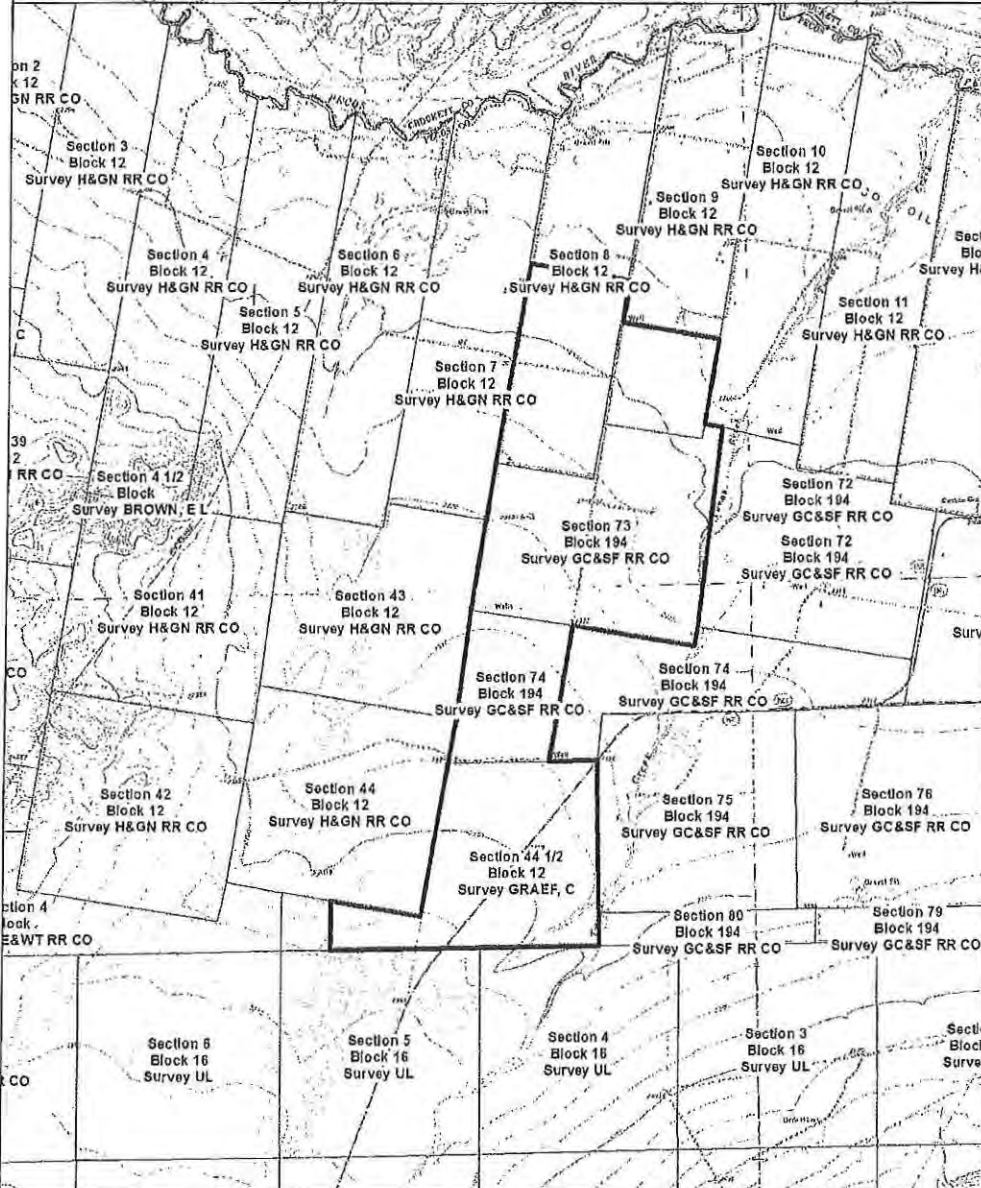
THENCE South 11°51'31" West a distance of 1549.97 feet along said common line to the **POINT OF BEGINNING** and containing 5.350 acres of land, more or less.

Note: Bearings, distances, and acreage shown hereon are Grid, NAD83(CORS96), Texas Central Zone and are based on NGS CORS/OPUS solutions. Iron rods set are 1/2 inch by 24 inch steel rebar with blue plastic caps marked "WATSON-5498".

EXHIBIT B
MAP OF "WALA"
REINVESTMENT ZONE

West Texas Solar 1

Qualified Property, Reinvestment Zone, and Land Location Map



PECOS COUNTY

GUIDELINES AND CRITERIA FOR TAX ABATEMENT

I. PURPOSE

Pecos County, herein referred to as "the County," is committed to the promotion of quality development in all parts of the County and to improving the quality of life for its citizens. In order to help meet these goals, the County will consider recommending tax abatement to stimulate growth and development. Any such incentive shall be provided in accordance with the procedures and criteria outlined in this document. However, nothing in these guidelines shall imply or suggest, or be construed to imply or suggest, that the County is under any obligation to provide any incentive to any applicant. All such applications for tax abatement shall be considered on an individual basis with regard to both the qualification for abatement and the amount of any abatement.

II. DEFINITIONS

The attached Glossary is a list of words with their definitions that are found in this document, and the Glossary is incorporated herein by reference.

III. GUIDELINES AND CRITERIA

Improvements eligible for abatement include the following:

Aquaculture/agriculture facility,
Distribution center facility,
Manufacturing facility,
Office building,
Regional entertainment/ tourism facility,
Renewable power facility and fixtures,
Research facility,
Historic building in a designated area, or
Other basic industry.

Requests for abatement will be evaluated according to factors including, but not limited to, the following:

- (1) Jobs. Projected new jobs created, including the number and type of new jobs, the number and type of jobs retained, the average payroll, and the number of local persons hired.

- (2) Fiscal Impact. The amount of real and personal property value that will be added to the tax roll for both eligible and ineligible property, any County financed infrastructure improvements that will be required by the facility, any infrastructure improvements proposed to be made by the facility, and the compatibility of the project with the County's master plan for development.
- (3) Community Impact. The pollution, if any, as well as other potential negative environmental impact on the health and safety of the community resulting from the proposed project; whether the project will revitalize a depressed area; potential business opportunities for local vendors; alternative development possibilities for the proposed site; the impact on other taxing entities; and/or whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Pecos County to another.

IV. ABATEMENT AUTHORIZED

- (a) Authorized Date. A facility shall be eligible for tax abatement if it has applied for such abatement prior to the commencement of construction: provided, that such facility meets the criteria for granting tax abatement in reinvestment zones created by Pecos County pursuant to these Guidelines and Criteria. Property may be exempted from taxation under these guidelines for a period not to exceed the statutory limitations.
- (b) Creation of New Value. Abatement may only be granted for the additional value of or increase in value to eligible improvements made subsequent to the filing of an application for tax abatement and specified in the abatement agreement between the County and the property owner or lessee and lessor, subject to such limitations as the Tax Abatement Statute and these Guidelines and Criteria 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. If the modernization project includes replacement of a facility existing at the time of application, the abated value shall be the value of the new unit(s) less the value of the old unit(s).
- (d) Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.

- (c) Ineligible Property. The following types of property shall be fully taxable and ineligible for abatement:

land,
animals,
inventories,
supplies,
tools,
furnishings, and other forms of movable personal property (except as provided below),
vehicles,
vessels,
aircraft,
housing or residential property,
hotels/motels,
fauna,
flora,
retail facilities, except when housed in an historic structure, within the designated downtown district,
any improvements including those involved in the production, storage or distribution of natural gas or fluids that are not integral to the operation of the facility, and

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. This provision shall not be interpreted to disallow abatement for property located in the Pecos County Industrial Park. Nor shall this provision be interpreted to disallow abatement where the eligible property to be abated may be located on or affixed to land owned by the State or a subdivision of the State, but is wholly owned by the party seeking the abatement.

Equipment constituting personal property located in the reinvestment zone shall remain eligible for abatement provided the equipment is awaiting installation to become a permanent part of a fixture located or to be constructed in the reinvestment zone that is or will be eligible for property tax abatement, including any replacement parts.

- (f) Owned/Leased Facilities. If leased property is granted abatement, the agreement shall be executed with the lessor and lessee. If the eligible property to be abated is located on or affixed to leased land, but is wholly owned by the party seeking the abatement, the agreement shall be executed only with the owner of the property to be abated.

- (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 the applicant and the governing body. The governing body, in its sole discretion, shall determine the amount of any abatement.

The abatement may be extended from the date of the initial agreement by modification provided the statutory requirements for modification are met.

- (h) Construction in Progress. If a qualifying facility has not been placed in service as of January 1 following execution of the abatement agreement, the taxpayer may apply for a one-year extension of the term of abatement. Said extension must be applied for prior to the end of the calendar year in which the abatement agreement is executed.
- (i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:
 - (1) The value of ineligible property as provided in Part IV(e) shall be fully taxable.
 - (2) The base year value of existing eligible property, meaning the value of the property for the year in which the abatement agreement is executed, shall be fully taxable.
 - (3) The additional value of eligible property shall be taxable as provided for by the applicable abatement agreement between the owner and the County.

V. APPLICATION FOR TAX ABATEMENT

- (a) Any present or potential owner of taxable property in Pecos County may request the creation of a reinvestment zone and tax abatement by filing a written request with the County.
- (b) The application shall consist of a completed application form accompanied by:
 - (1) a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;

- (2) a descriptive list of the improvements that will be a part of the facility;
 - (3) a map and property description or a site plan;
 - (4) a time schedule for undertaking and completing the planned improvements;
 - (5) for modernized facilities, a statement of the assessed value of the facility, separately stated for real and personal property, for the tax year immediately preceding the application; and,
 - (6) Financial and other information as deemed appropriate for evaluating the financial capacity and other factors of the applicant.
- (c) Upon receipt of a completed application, the County receiving such application shall notify in writing the presiding officer of the legislative body of each affected jurisdiction. Before acting upon the application, the County shall through public hearings as described below afford the applicant and the designated representative of any affected jurisdiction and any member of the public the opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on an agenda of the legislative body of the County to be posted at least twenty (20) days prior to the hearing.
- (d) The County shall approve or deny the application for tax abatement within sixty (60) days after receipt of the application. The presiding officer of the County shall notify the applicant of the approval or disapproval promptly thereafter.
- (e) Statutory Requirements: Not later than the seventh (7th) day before the date of the hearing, notice of the hearing must be: (1) delivered in writing to the presiding officer of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and (2) published in a newspaper of general circulation in the County. At the hearing, the Commissioners Court evaluates the application against the criteria described in these guidelines and decides by majority vote whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect. An order designating an area as a reinvestment zone is valid for five years from the date of designation. Once the area is designated as a reinvestment zone, the Commissioners Court may then arrange to consider for approval of the tax abatement agreement between the applicant and the county, which it may do at any regularly scheduled meeting, provided notice requirements

are met. At least seven days prior to entering into a tax abatement agreement, the County must give written notice of its intent to do so to the presiding officer of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement, or to decline.

- (f) Expedited consideration of application. If the County determines that the application should receive expedited consideration, the Commissioners Court may combine the steps described in the preceding paragraph into a single, regularly scheduled meeting of the Commissioners Court, provided the County meets the procedural prerequisites for each step.
- (g) A request for a reinvestment zone for the purpose of abatement shall not be granted if the County finds that the request for the abatement was filed after commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.
- (h) Variance. Requests for variance from the provisions of Subsections (a) through (e) of Part IV may be made in written form to the County Commissioners Court. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of the request for variance requires a three-fourths (3/4) vote of the County Commissioners Court.

VI. PUBLIC HEARING

- (a) If, after a public hearing, the County Commissioners Court weighs the relevant factors listed in these guidelines and determines that granting the abatement is not in the best interests of the County, the Court shall deny the abatement.
- (b) Neither a reinvestment zone nor an abatement agreement shall be authorized if it is determined that:
 - (1) There would be a substantial and unreasonable adverse affect on the provision of government services or the overall tax base of the County.
 - (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.

- (4) Planned or potential use of the property violates any other governmental codes or any applicable law.

VII. AGREEMENT

- (a) After approval of the tax abatement application, the County shall formally pass a resolution and execute an agreement with the owner of the facility and the lessee involved, if any, which shall include:
 - (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year.
 - (3) The commencement date and the termination date of abatement.
 - (4) The proposed use of the facility, nature of construction, time schedule for undertaking and completing the planned improvements, map, property description, and improvements list.
 - (5) Contractual obligations in the event of default, including a provision for cancellation and recapture of delinquent taxes, provisions for administration and assignment as provided herein, and any other provision that may be required for uniformity or by state law.
 - (6) Performance criteria for continuation of the abatement.
 - (7) Amount of investment and average number of jobs involved for the period of abatement.
 - (8) A provision that the contract shall meet all of the requirements of Texas Tax Code Sec. 312, et. seq.
- (b) Such agreement shall be executed within sixty (60) days after approval of the agreement.
- (c) The County shall make its own determination of abatement which shall not bind any other affected taxing entity.

VIII. RECAPTURE

- (a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues production of product or service for any reason other than fire, explosion, or other casualty or accident or natural disaster for a period of more than one (1) year during the

abatement period, then the agreement shall terminate and so shall the abatement of taxes for the calendar year during which the agreement is terminated. 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 owner is in default of the agreement, the County shall notify the owner of the defect in writing at the address stated in the agreement, and if such defect is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated. Where cure of the proposed defect requires action undertaken over a period of time, the contract will not be considered to be in default if the performing party has undertaken efforts to cure the defect and is diligently pursuing those efforts.
- (c) In the event that the company or individual:
 - (1) allows its ad valorem taxes owed the County to become delinquent, and to remain delinquent for a period of thirty (30) days following notice of the delinquency without instituting proper legal procedures for their protest and/or contest; or
 - (2) violates in a way any of the terms and conditions of the abatement agreement and fails to cure same during the Cure Period;

the agreement shall be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination. A failure to abide by estimated timelines for construction will not be considered to be a material breach of this agreement, provided the owner makes a reasonable effort to meet the estimated timeline.

IX. ADMINISTRATION

- (a) The Chief Appraiser of the Pecos County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year the company or individual receiving the abatement shall furnish the designee of the County with such information as may be necessary to determine continued eligibility for abatement. Once the value has been established, the Chief Appraiser shall notify the County of the amount of assessment. Additionally, the County designee shall notify the County of the number of new or retained employees associated with the facility or generated by the abatement agreement. Once value has been established, the Chief Appraiser shall notify the affected taxing jurisdictions of the amount of the assessment.

- (b) The agreement shall stipulate that employees and/or designated representatives of the County will have access to 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 twenty-four (24) hours prior notice and will only be conducted in such manner as to prevent unreasonable interference with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the owner in accordance with its safety standards.
- (c) Upon completion of construction the County shall annually evaluate each facility and report possible violations of the contract and/or agreement to the County.
- (d) All proprietary information acquired by the County for purposes of monitoring compliance with the terms and conditions of an abatement agreement shall be considered confidential.

X. ASSIGNMENT

- (a) Abatement may be transferred and assigned by the owner to a new owner of the same property upon approval by resolution of the County Commissioners Court, subject to the financial capacity of the assignee and provided that the agreement is modified to substitute the assignee as a party to the agreement.
- (b) Any such modification shall not exceed the termination date of the abatement agreement with the original owner.
- (c) No assignment or transfer shall be approved if either the parties to the existing agreement or the proposed assignee is liable to the County for outstanding taxes or other obligations.
- (d) Approval shall not be unreasonably withheld. Upon a finding that the proposed assignee is capable of performing the obligations under the agreement, financially and otherwise, approval of the assignment will not be withheld.

XI. SUNSET PROVISION

- (a) These guidelines are effective upon the date of their adoption and will remain in force for two (2) years, at which time all reinvestment zones and tax abatement contracts created pursuant to its agreements will be reviewed by the County to determine whether the goals of these guidelines

and the Tax Abatement Statute have been achieved. Based on that review, these guidelines may be modified, renewed or eliminated. Such actions shall not affect existing contracts.

- (b) Prior to the date for review, as defined above, these Guidelines may be modified by a two-thirds (2/3) vote of the County Commissioners Court, as provided for by the laws of the State of Texas.

XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph, or any part of these guidelines is, for any reason, adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of the guidelines.
- (b) Property that is in a reinvestment zone and that is owned or leased by a member of the County Commissioners Court is excluded from property tax abatement.
- (c) If this Guideline Statement has omitted any mandatory requirement of the applicable tax abatement laws of the State of Texas, then such requirement is hereby incorporated as a part of these guidelines.

XIII. These Guidelines and Criteria do not affect the County's right to enter into abatement agreements for property located within the City of Fort Stockton pursuant to the existing agreement between the County and the City, regardless of whether such abatement agreements meet the criteria announced by these Guidelines.

Attachment B

Franchise Tax Account Status



Franchise Tax Account Status

As of: 11/24/2014 01:12:50 PM

This Page is Not Sufficient for Filings with the Secretary of State

WEST TEXAS SOLAR 1 LLC	
Texas Taxpayer Number	32052879940
Mailing Address	1999 BRYAN ST STE 900 DALLAS, TX 75201-3140
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	01/09/2014
Texas SOS File Number	0801912300
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Attachment C

State Comptroller's Certification

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



September 30, 2014

Kevin Allen
Superintendent
Iraan-Sheffield Independent School District
PO Box 486
Iraan, Texas 79744-0486

Dear Superintendent Allen:

On August 22, 2014, the Comptroller issued written notice that West Texas Solar 1, LLC (the applicant) submitted a completed application (Application #1020) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted on May 12, 2014, to the Iraan-Sheffield Independent School District (the 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.
Sec. 313.024(d)	Applicant has committed 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 #1020.

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 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.

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

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 50-286) 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 August 22, 2014, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at robert.wood@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Attachment A – Economic Impact Analysis

This following tables summarizes the Comptroller's economic impact analysis of West Texas Solar 1, LLC (the project) applying to Iraan-Sheffield Independent School District (the 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 West Texas Solar 1, LLC.

Applicant	West Texas Solar 1, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Iraan-Sheffield ISD
2012-13 Enrollment in School District	530
County	Pecos
Proposed Total Investment in District	\$275,000,000
Proposed Qualified Investment	\$275,000,000
Limitation Amount	\$25,000,000
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	\$711
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(A)	\$710
Minimum annual wage committed to by applicant for qualified jobs	\$37,000
Minimum weekly wage required for non-qualifying jobs	
Minimum annual wage required for non-qualifying jobs	
Investment per Qualifying Job	\$137,500,000
Estimated M&O levy without any limit (15 years)	\$18,522,407
Estimated M&O levy with Limitation (15 years)	\$5,565,000
Estimated gross M&O tax benefit (15 years)	\$12,957,407
<i>* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).</i>	

Table 2 is the estimated statewide economic impact of West Texas Solar 1, LLC (modeled).

	Employment			Personal Income			Revenue & Expenditure		
Year	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	200	181	381	\$7,506,800	\$13,367,223	\$20,874,023	\$1,190,186	-\$625,610	\$1,815,796
2016	2	17	19	\$74,000	\$2,977,758	\$3,051,758	\$228,882	\$282,288	-\$53,406
2017	2	16	18	\$74,000	\$2,367,406	\$2,441,406	\$221,252	\$259,399	-\$38,147
2018	2	10	12	\$74,000	\$1,757,055	\$1,831,055	\$183,105	\$267,029	-\$83,924
2019	2	8	10	\$74,000	\$1,268,773	\$1,342,773	\$160,217	\$251,770	-\$91,553
2020	2	6	8	\$74,000	\$1,268,773	\$1,342,773	\$144,958	\$228,882	-\$83,924
2021	2	4	6	\$74,000	\$780,492	\$854,492	\$106,812	\$175,476	-\$68,664
2022	2	4	6	\$74,000	\$902,563	\$976,563	\$83,923	\$144,958	-\$61,035
2023	2	4	6	\$74,000	\$536,352	\$610,352	\$83,923	\$99,182	-\$15,259
2024	2	2	4	\$74,000	\$658,422	\$732,422	\$99,182	\$83,923	\$15,259
2025	2	6	8	\$74,000	\$536,352	\$610,352	\$61,035	\$53,406	\$7,629
2026	2	2	4	\$74,000	\$292,211	\$366,211	\$68,665	\$7,629	\$61,036
2027	2	(0)	2	\$74,000	\$170,141	\$244,141	\$53,406	-\$30,518	\$83,924
2028	2	2	4	\$74,000	\$170,141	\$244,141	\$68,665	-\$45,776	\$114,441
2029	2	(4)	-2	\$74,000	-\$74,000	\$0	\$45,776	-\$45,776	\$91,552

Source: CPA, REMI, West Texas Solar 1, 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		Iraan-Sheffield ISD I&S Tax Levy	Iraan-Sheffield ISD M&O Tax Levy	Iraan-Sheffield ISD M&O and I&S Tax Levies	Pecos County Tax Levy	Midland College Tax Levy	Middle Pecos Groundwater District Tax Levy	Estimated Total Property Taxes
			Tax Rate ¹	0.1100	1.0600		0.6999	0.0255	0.0250	
2016	\$275,000,000	\$275,000,000		\$302,500	\$2,915,000	\$3,217,500	\$1,924,725	\$70,125	\$68,750	\$5,281,100
2017	\$233,750,000	\$233,750,000		\$257,125	\$2,477,750	\$2,734,875	\$1,636,016	\$59,606	\$58,438	\$4,488,935
2018	\$198,687,500	\$198,687,500		\$218,556	\$2,106,088	\$2,324,644	\$1,390,614	\$50,665	\$49,672	\$3,815,595
2019	\$168,884,375	\$168,884,375		\$185,773	\$1,790,174	\$1,975,947	\$1,182,022	\$43,066	\$42,221	\$3,243,256
2020	\$143,551,719	\$143,551,719		\$157,907	\$1,521,648	\$1,679,555	\$1,004,718	\$36,606	\$35,888	\$2,756,767
2021	\$122,018,961	\$122,018,961		\$134,221	\$1,293,401	\$1,427,622	\$854,011	\$31,115	\$30,505	\$2,343,252
2022	\$103,716,117	\$103,716,117		\$114,088	\$1,099,391	\$1,213,479	\$725,909	\$26,448	\$25,929	\$1,991,764
2023	\$88,158,699	\$88,158,699		\$96,975	\$934,482	\$1,031,457	\$617,023	\$22,480	\$22,040	\$1,693,000
2024	\$74,934,894	\$74,934,894		\$82,428	\$794,310	\$876,738	\$524,469	\$19,108	\$18,734	\$1,439,050
2025	\$63,694,660	\$63,694,660		\$70,064	\$675,163	\$745,228	\$445,799	\$16,242	\$15,924	\$1,223,192
2026	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2027	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2028	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2029	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2030	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
					Total	\$20,444,544	\$12,230,031	\$445,586	\$436,849	\$33,557,011

Source: CPA, West Texas Solar 1, LLC

¹Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district, Midland College, Middle Pecos Groundwater District and Pecos County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatements with the County, Midland College and Middle Pecos Groundwater District. The difference noted in the last line is the difference between the totals in 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		Iraan-Sheffield ISD I&S Tax Levy	Iraan-Sheffield ISD M&O Tax Levy	Iraan-Sheffield ISD M&O and I&S Tax Levies	Pecos County Tax Levy	Midland College Tax Levy	Middle Pecos Groundwater District Tax Levy	Estimated Total Property Taxes
			Tax Rate ¹	0.1100	1.0600		0.6999	0.0255	0.0250	
2016	\$275,000,000	\$25,000,000		\$302,500	\$265,000	\$567,500	\$943,115	\$34,361	\$33,688	\$1,578,664
2017	\$233,750,000	\$25,000,000		\$257,125	\$265,000	\$522,125	\$801,648	\$29,207	\$28,634	\$1,381,614
2018	\$198,687,500	\$25,000,000		\$218,556	\$265,000	\$483,556	\$681,401	\$24,826	\$24,339	\$1,214,122
2019	\$168,884,375	\$25,000,000		\$185,773	\$265,000	\$450,773	\$579,191	\$21,102	\$20,688	\$1,071,754
2020	\$143,551,719	\$25,000,000		\$157,907	\$265,000	\$422,907	\$492,312	\$17,937	\$17,585	\$950,741
2021	\$122,018,961	\$25,000,000		\$134,221	\$265,000	\$399,221	\$418,465	\$15,246	\$14,947	\$847,880
2022	\$103,716,117	\$25,000,000		\$114,088	\$265,000	\$379,088	\$355,695	\$12,959	\$12,705	\$760,448
2023	\$88,158,699	\$25,000,000		\$96,975	\$265,000	\$361,975	\$302,341	\$11,015	\$10,799	\$686,131
2024	\$74,934,894	\$25,000,000		\$82,428	\$265,000	\$347,428	\$256,990	\$9,363	\$9,180	\$622,961
2025	\$63,694,660	\$25,000,000		\$70,064	\$265,000	\$335,064	\$218,441	\$7,959	\$7,803	\$569,267
2026	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2027	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2028	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2029	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
2030	\$55,000,000	\$55,000,000		\$60,500	\$583,000	\$643,500	\$384,945	\$14,025	\$13,750	\$1,056,220
					Total	\$7,487,137	\$6,974,325	\$254,101	\$249,119	\$14,964,681
					Diff	\$12,957,407	\$5,255,706	\$191,485	\$187,731	\$18,592,329

Assumes School Value Limitation and Tax Abatements with the County, Midland College and Middle Pecos Groundwater District.

Source: CPA, West Texas Solar I, LLC

¹Tax Rate per \$100 Valuation

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

Attachment B – Tax Revenue over 25 Years

This represents the Comptroller's determination that West Texas Solar 1 LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy and direct, indirect and induced tax effects from project employment directly related to this project, using estimated taxable values provided in the application.

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2015	200	181	381	\$7,506,800	\$13,367,223	\$20,874,023	\$1,190,186	-\$625,610	\$1,815,796
2016	2	17	19	\$74,000	\$2,977,758	\$3,051,758	\$228,882	\$282,288	-\$53,406
2017	2	16	18	\$74,000	\$2,367,406	\$2,441,406	\$221,252	\$259,399	-\$38,147
2018	2	10	12	\$74,000	\$1,757,055	\$1,831,055	\$183,105	\$267,029	-\$83,924
2019	2	8	10	\$74,000	\$1,268,773	\$1,342,773	\$160,217	\$251,770	-\$91,553
2020	2	6	8	\$74,000	\$1,268,773	\$1,342,773	\$144,958	\$228,882	-\$83,924
2021	2	4	6	\$74,000	\$780,492	\$854,492	\$106,812	\$175,476	-\$68,664
2022	2	4	6	\$74,000	\$902,563	\$976,563	\$83,923	\$144,958	-\$61,035
2023	2	4	6	\$74,000	\$536,352	\$610,352	\$83,923	\$99,182	-\$15,259
2024	2	2	4	\$74,000	\$658,422	\$732,422	\$99,182	\$83,923	\$15,259
2025	2	6	8	\$74,000	\$536,352	\$610,352	\$61,035	\$53,406	\$7,629
2026	2	2	4	\$74,000	\$292,211	\$366,211	\$68,665	\$7,629	\$61,036
2027	2	(0)	2	\$74,000	\$170,141	\$244,141	\$53,406	-\$30,518	\$83,924
2028	2	2	4	\$74,000	\$170,141	\$244,141	\$68,665	-\$45,776	\$114,441
2029	2	(4)	-2	\$74,000	-\$74,000	\$0	\$45,776	-\$45,776	\$91,552
2030	2	(0)	2	\$74,000	-\$74,000	\$0	\$22,888	-\$83,923	\$106,811
2031	2	(2)	0	\$74,000	-\$318,141	-\$244,141	-\$15,259	-\$106,812	\$91,553
2032	2	(2)	0	\$74,000	-\$318,141	-\$244,141	-\$7,629	-\$122,070	\$114,441
2033	2	(2)	0	\$74,000	-\$562,281	-\$488,281	-\$22,888	-\$167,847	\$144,959
2034	2	(8)	-6	\$74,000	-\$806,422	-\$732,422	-\$99,182	-\$183,105	\$83,923
2035	2	(8)	-6	\$74,000	-\$1,294,703	-\$1,220,703	-\$122,070	-\$228,882	\$106,812
2036	2	(6)	-4	\$74,000	-\$1,538,844	-\$1,464,844	-\$183,105	-\$312,805	\$129,700
2037	2	(8)	-6	\$74,000	-\$1,782,984	-\$1,708,984	-\$190,735	-\$343,323	\$152,588
2038	2	(12)	-10	\$74,000	-\$2,515,406	-\$2,441,406	-\$183,105	-\$366,211	\$183,106
2039	2	(12)	-10	\$74,000	-\$1,782,984	-\$1,708,984	-\$183,105	-\$389,099	\$205,994
2040	2	(10)	-8	\$74,000	-\$2,515,406	-\$2,441,406	-\$228,882	-\$480,652	\$251,770
TOTAL							\$1,586,915	-\$1,678,467	\$3,265,382

\$14,660,382 is greater than **\$13,545,249**

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
Source: CPA, West Texas Solar 1 LLC	

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

Attachment C – Limitation as a Determining Factor

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

Methodology

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

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

Determination

The Comptroller is **has determined** that the limitation on appraised value is a determining factor in the West Texas Solar 1, LLC 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:

- According to the company they have the ability to locate projects of this type in other states in the US with strong solar characteristics.
- Per the company they are actively developing other projects throughout the US and internationally, and in other Texas Counties that are competing for limited investment funds.
- Per the applicant, the appraised value limitation in order to move forward with the project at this location.

Supporting Information

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

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

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION
FINANCIAL IMPACT OF THE PROPOSED WEST TEXAS
SOLAR 1, LLC PROJECT IN THE IRAAN-SHEFFIELD
INDEPENDENT SCHOOL DISTRICT**

PREPARED BY



SEPTEMBER 25, 2014

Executive Summary

West Texas Solar 1, LLC (Company) has requested that the Iraan-Sheffield Independent School District (I-SISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to I-SISD on May 12, 2014 the Company plans to invest \$275 million to construct a renewable solar electric generation facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

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

Under the provisions of Chapter 313, I-SISD may offer a minimum value limitation of \$25 million. This value limitation, under the proposed application, will begin in the 2016-17 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement and after.

MCA's initial school finance analysis is detailed in this report. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payment Owed to I-SISD	\$150,000
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the District.)	\$12,807,407

Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. At the time the application is determined complete - typically 4-6 weeks after receipt—the Comptroller will deliver a Completeness Letter to the company and the school district. The Completeness Letter for this project was issued on August 22, 2014.

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

review of the project and provide its certificate for a limitation on appraised value. The certificate for this project was issued on September 30, 2014. After the certificate is received, the district has until the 150th day from the receipt of the Completeness Letter or until December 31st, whichever is earlier, to adopt an agreement.

Each value limitation agreement is unique and to ensure the proper revenue-loss protection and maximum supplemental benefits are in place, an understanding of the school district's finances and a thorough knowledge of the Ch. 313 statute are required. MCA and O'Hanlon, McCollom & Demerath will ensure the best interests of I-SISD are secured. After the Comptroller's certificate is received, O'Hanlon, McCollom & Demerath will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review prior to final adoption by the school district's board of trustees.

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

How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of three components: Tier I, Tier II and additional state aid for tax reduction.

Tier I provides state funding based on ADA and special student populations, as well as transportation. The local funds for Tier I are M&O taxes raised at the compressed tax rate--\$1.00 per \$100 of taxable value for most school districts (less any recapture payments owed to the state from high property-wealth school districts).

Tier II guarantees a specific amount of funding per student in weighted average daily attendance for each penny of a school district's tax effort above a specified level. There are two levels of Tier II funding – funding under the six so-called golden pennies and the eleven so-called copper pennies. Voter approval is required in most cases to access the last two golden pennies and the eleven copper pennies.

Additional State Aid for Tax Reduction (ASATR) guarantees a school district a set amount of state and local M&O funds per student in weighted average daily attendance to compensate for the mandatory reduction in, or compression of, the local M&O tax rate that was adopted in 2005 or 2006. For more detailed information on the school finance funding system, please review the Texas Education Agency's [School Finance 101: Funding of Texas Public Schools](#). For the 2014-15 school year it is estimated that 230 school districts will receive ASATR hold-harmless funding (\$335 million in state funding). ASATR funding is expected to be eliminated by the 2017-18 school year under current law.

For a school district that approves a Chapter 313 value limitation, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state, but require some type of compensation from the Company under the revenue protection provisions of the agreement. This is because the general school finance formula system calculates state aid entitlements using the property value for the preceding year as certified by the Comptroller.

School districts that receive ASATR funding may not require as large of a company revenue-loss payment as those districts that are considered to be on "formula". **As ASATR is reduced, more districts will be considered on "formula" and the revenue losses may be greater than anticipated.** I-SISD receives a substantial amount of ASATR funding, although our baseline estimate assumes that the District will begin to approach formula status by the 2016-17 school year. Under the value limitation model, however, I-SISD would be expected to receive an additional \$726,920 in ASATR funds to offset reduced local M&O tax collections in that year, with reduced recapture costs accounting for most of the offset. As already noted, a decrease in ASATR funding could increase the hold-harmless cost to the Company in the initial 2016-17 value limitation year.

In most instances smaller revenue losses would be anticipated in years 2-10 of the limitation when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

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

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

Underlying School District Data Assumptions

A key element in any analysis of the school finance implications of a Chapter 313 agreement is the provision for revenue protection in the agreement between the school district and the applicant. The agreement calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue-protection language in the agreement. This approach also reduces guess work as to future changes in school finance and property tax laws.

The general approach used here to analyze the future revenue stream of the school district under a value limitation is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. ASATR is continued under the current funding elements until the 2017-18 school year.

Student enrollment counts are held constant at 507 students in average daily attendance (ADA) in analyzing the effects of the project on the finances of I-SISD. The District's local tax base reached \$1.99 billion for the 2014 tax year (the most recent year available) and is maintained at that level for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.06 per \$100 is used throughout this analysis. I-SISD has an estimated 2013 state property wealth per weighted ADA or WADA of approximately \$1.9 million. As a result, I-SISD is considered a Chapter 41 or recapture district under the school finance system.

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis. The M&O tax rate for the 2026-27 school year is reduced slightly to \$1.0551 to reflect the impact of the Chapter 313 project value returning to the M&O tax roll in that year, which is reflected in the limitation model shown below.

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

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2015-16	507.30	984.89	\$1.0600	\$0.1100	\$1,994,085,390	\$1,994,085,390	\$1,863,763,686	\$1,863,763,686	\$1,892,351	\$1,892,351
1	2016-17	507.30	984.89	\$1.0600	\$0.1100	\$2,269,085,390	\$2,019,085,390	\$1,863,763,686	\$1,863,763,686	\$1,892,351	\$1,892,351
2	2017-18	507.30	984.89	\$1.0600	\$0.1100	\$2,227,835,390	\$2,019,085,390	\$2,138,763,686	\$1,888,763,686	\$2,171,570	\$1,917,735
3	2018-19	507.30	984.89	\$1.0600	\$0.1100	\$2,277,769,124	\$2,104,081,624	\$2,097,513,686	\$1,888,763,686	\$2,129,687	\$1,917,735
4	2019-20	507.30	984.89	\$1.0600	\$0.1100	\$2,242,716,187	\$2,098,831,812	\$2,147,447,420	\$1,973,759,920	\$2,180,387	\$2,004,035
5	2020-21	507.30	984.89	\$1.0600	\$0.1100	\$2,212,396,210	\$2,093,844,491	\$2,112,394,483	\$1,968,510,108	\$2,144,796	\$1,998,705
6	2021-22	507.30	984.89	\$1.0600	\$0.1100	\$2,186,125,498	\$2,089,106,536	\$2,082,074,506	\$1,963,522,787	\$2,114,011	\$1,993,641
7	2022-23	507.30	984.89	\$1.0600	\$0.1100	\$2,163,321,596	\$2,084,605,479	\$2,055,803,794	\$1,958,784,832	\$2,087,337	\$1,988,830
8	2023-24	507.30	984.89	\$1.0600	\$0.1100	\$2,143,488,174	\$2,080,329,474	\$2,032,999,892	\$1,954,283,775	\$2,064,184	\$1,984,260
9	2024-25	507.30	984.89	\$1.0600	\$0.1100	\$2,126,202,164	\$2,076,267,270	\$2,013,166,469	\$1,950,007,770	\$2,044,046	\$1,979,918
10	2025-26	507.30	984.89	\$1.0600	\$0.1100	\$2,111,102,836	\$2,072,408,176	\$1,995,880,460	\$1,945,945,566	\$2,026,495	\$1,975,794
11	2026-27	507.30	984.89	\$1.0600	\$0.1100	\$2,098,742,037	\$2,098,742,037	\$1,980,781,132	\$1,942,086,472	\$2,011,164	\$1,971,876
12	2027-28	507.30	984.89	\$1.0600	\$0.1100	\$2,095,259,204	\$2,095,259,204	\$1,968,420,332	\$1,968,420,332	\$1,998,613	\$1,998,613
13	2028-29	507.30	984.89	\$1.0600	\$0.1100	\$2,091,950,513	\$2,091,950,513	\$1,964,937,500	\$1,964,937,500	\$1,995,077	\$1,995,077
14	2029-30	507.30	984.89	\$1.0600	\$0.1100	\$2,088,807,257	\$2,088,807,257	\$1,961,628,809	\$1,961,628,809	\$1,991,718	\$1,991,718
15	2030-31	507.30	984.89	\$1.0600	\$0.1100	\$2,085,821,164	\$2,085,821,164	\$1,958,485,553	\$1,958,485,553	\$1,988,526	\$1,988,526

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

M&O Impact of the West Texas Solar Project on I-SISD

School finance models were prepared for I-SISD under the assumptions outlined above through the 2030-31 school year. Under the proposed agreement, a model is established to make a calculation of the "Baseline Revenue Model" by adding the total value of the project to the model, but without assuming that a value limitation is approved. These estimates are detailed in Table 2.

Table 2-- "Baseline Revenue Model"--Project Value Added with No Value Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$19,342,628	\$191,730	\$877,653	-\$13,619,919	\$1,160,558	\$0	\$0	\$17,584	\$7,970,233
1	2016-17	\$22,084,378	\$191,730	\$80,439	-\$15,564,456	\$1,325,063	\$0	\$0	\$17,584	\$8,134,738
2	2017-18	\$21,671,878	\$191,730	\$0	-\$16,082,137	\$1,300,313	\$0	\$0	\$17,584	\$7,099,367
3	2018-19	\$22,143,167	\$191,730	\$0	-\$16,323,670	\$1,328,590	\$0	\$0	\$17,584	\$7,357,401
4	2019-20	\$21,794,370	\$191,730	\$0	-\$16,195,922	\$1,307,662	\$0	\$0	\$17,584	\$7,115,423
5	2020-21	\$21,492,816	\$191,730	\$0	-\$15,880,464	\$1,289,569	\$0	\$0	\$17,584	\$7,111,234
6	2021-22	\$21,231,672	\$191,730	\$0	-\$15,606,996	\$1,273,900	\$0	\$0	\$17,584	\$7,107,889
7	2022-23	\$21,005,119	\$191,730	\$0	-\$15,369,546	\$1,260,307	\$0	\$0	\$17,584	\$7,105,193
8	2023-24	\$20,808,195	\$191,730	\$0	-\$15,163,006	\$1,248,492	\$0	\$0	\$17,584	\$7,102,995
9	2024-25	\$20,636,676	\$191,730	\$0	-\$14,983,013	\$1,238,201	\$0	\$0	\$17,584	\$7,101,178
10	2025-26	\$20,486,956	\$191,730	\$0	-\$14,825,832	\$1,229,217	\$0	\$0	\$17,584	\$7,099,654
11	2026-27	\$20,354,658	\$191,730	\$0	-\$14,687,326	\$1,221,279	\$0	\$0	\$17,584	\$7,097,924
12	2027-28	\$20,320,979	\$191,730	\$0	-\$14,627,949	\$1,219,259	\$0	\$0	\$17,584	\$7,121,602
13	2028-29	\$20,288,984	\$191,730	\$0	-\$14,594,862	\$1,217,339	\$0	\$0	\$17,584	\$7,120,774
14	2029-30	\$20,258,589	\$191,730	\$0	-\$14,563,426	\$1,215,515	\$0	\$0	\$17,584	\$7,119,991
15	2030-31	\$20,229,713	\$191,730	\$0	-\$14,533,558	\$1,213,783	\$0	\$0	\$17,584	\$7,119,251

Additionally, a separate model is established to make a calculation of the "Value Limitation Revenue Model" by adding the project's limited value of \$25 million to the model. These estimates are detailed in Table 3.

Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$19,342,628	\$191,730	\$877,653	-\$13,619,919	\$1,160,558	\$0	\$0	\$17,584	\$7,970,233
1	2016-17	\$19,584,378	\$191,730	\$807,359	-\$13,791,376	\$1,175,063	\$0	\$0	\$17,584	\$7,984,738
2	2017-18	\$19,584,378	\$191,730	\$0	-\$13,866,750	\$1,175,063	\$0	\$0	\$17,584	\$7,102,005
3	2018-19	\$20,406,292	\$191,730	\$0	-\$14,452,841	\$1,224,378	\$0	\$0	\$17,584	\$7,387,143
4	2019-20	\$20,355,526	\$191,730	\$0	-\$14,668,146	\$1,221,332	\$0	\$0	\$17,584	\$7,118,025
5	2020-21	\$20,307,299	\$191,730	\$0	-\$14,618,291	\$1,218,438	\$0	\$0	\$17,584	\$7,116,760
6	2021-22	\$20,261,483	\$191,730	\$0	-\$14,570,920	\$1,215,689	\$0	\$0	\$17,584	\$7,115,565
7	2022-23	\$20,217,957	\$191,730	\$0	-\$14,525,910	\$1,213,077	\$0	\$0	\$17,584	\$7,114,438
8	2023-24	\$20,176,608	\$191,730	\$0	-\$14,483,144	\$1,210,597	\$0	\$0	\$17,584	\$7,113,375
9	2024-25	\$20,137,327	\$191,730	\$0	-\$14,442,510	\$1,208,240	\$0	\$0	\$17,584	\$7,112,370
10	2025-26	\$20,100,010	\$191,730	\$0	-\$14,403,903	\$1,206,001	\$0	\$0	\$17,584	\$7,111,421
11	2026-27	\$20,355,011	\$191,730	\$0	-\$14,587,659	\$1,121,561	\$0	\$0	\$17,584	\$7,098,226
12	2027-28	\$20,320,979	\$191,730	\$0	-\$14,627,949	\$1,219,259	\$0	\$0	\$17,584	\$7,121,602
13	2028-29	\$20,288,984	\$191,730	\$0	-\$14,594,862	\$1,217,339	\$0	\$0	\$17,584	\$7,120,774
14	2029-30	\$20,258,589	\$191,730	\$0	-\$14,563,426	\$1,215,515	\$0	\$0	\$17,584	\$7,119,991
15	2030-31	\$20,229,713	\$191,730	\$0	-\$14,533,558	\$1,213,783	\$0	\$0	\$17,584	\$7,119,251

Table 4 displays the results of the comparison between the Baseline Revenue Model and the Value Limitation Revenue Model (Tables 2 and 3). The difference between the two models indicates there will be a total revenue loss of \$150,000 in the initial 2016-17 limitation year. This difference assumes that the corresponding \$2.5 million reduction in M&O tax collections is offset by a \$726,920 increase in ASATR funding—referenced in the ASATR discussion above—and nearly \$1.8 million in reduced recapture costs.

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2016-17	-\$2,500,000	\$0	\$726,920	\$1,773,080	-\$150,000	\$0	\$0	\$0	-\$150,000
2	2017-18	-\$2,087,500	\$0	\$0	\$2,215,387	-\$125,250	\$0	\$0	\$0	\$2,637
3	2018-19	-\$1,736,875	\$0	\$0	\$1,870,829	-\$104,212	\$0	\$0	\$0	\$29,742
4	2019-20	-\$1,438,844	\$0	\$0	\$1,527,776	-\$86,330	\$0	\$0	\$0	\$2,602
5	2020-21	-\$1,185,517	\$0	\$0	\$1,262,174	-\$71,131	\$0	\$0	\$0	\$5,526
6	2021-22	-\$970,189	\$0	\$0	\$1,036,076	-\$58,211	\$0	\$0	\$0	\$7,676
7	2022-23	-\$787,162	\$0	\$0	\$843,636	-\$47,230	\$0	\$0	\$0	\$9,244
8	2023-24	-\$631,587	\$0	\$0	\$679,862	-\$37,895	\$0	\$0	\$0	\$10,380
9	2024-25	-\$499,349	\$0	\$0	\$540,502	-\$29,961	\$0	\$0	\$0	\$11,192
10	2025-26	-\$386,946	\$0	\$0	\$421,929	-\$23,216	\$0	\$0	\$0	\$11,767
11	2026-27	\$353	\$0	\$0	\$99,667	-\$99,718	\$0	\$0	\$0	\$302
12	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2030-31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

M&O Impact on the Taxpayer

Table 5 summarizes the impact of the property value limitation in terms of the potential tax savings to the taxpayer under the property value limitation agreement. The focus of this table is on the M&O tax rate only. A \$1.06 per \$100 M&O tax rate is assumed in 2014-15 (the most recent year available) and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$13.0 million over the life of the agreement. The I-SISD revenue losses are expected to total approximately \$150,000 in the initial limitation year of the agreement. Under these estimates, this revenue loss would occur in the 2016-17 school year. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$12.8 million. While legislative changes to ASATR funding could increase the hold-harmless amount owed in the initial limitation year, if applicable, there would still be a substantial tax benefit to the Company under the value limitation agreement for the remaining years that the limitation is in effect.

I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with I-SISD currently levying a \$0.1100 I&S rate. While the value of the West Texas Solar project is expected to depreciate over the life of the agreement and beyond, full access to the additional value is expected to increase the District's projected wealth per ADA to \$3.7 million in the peak year of I&S taxable project value. The addition of the project to the District's I&S tax base will provide a recurring benefit to local taxpayers.

Table 5 - Estimated Financial Impact of the West Texas Solar Project Property Value Limitation Request Submitted to I-SISD at \$1.06 per \$100 M&O Tax Rate

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2015-16	\$0	\$0	\$0	\$1.060	\$0	\$0	\$0	\$0	\$0	\$0
1	2016-17	\$275,000,000	\$25,000,000	\$250,000,000	\$1.060	\$2,915,000	\$265,000	\$2,650,000	\$2,650,000	-\$150,000	\$2,500,000
2	2017-18	\$233,750,000	\$25,000,000	\$208,750,000	\$1.060	\$2,477,750	\$265,000	\$2,212,750	\$2,212,750	\$0	\$2,212,750
3	2018-19	\$198,687,500	\$25,000,000	\$173,687,500	\$1.060	\$2,106,088	\$265,000	\$1,841,088	\$1,841,088	\$0	\$1,841,088
4	2019-20	\$168,884,375	\$25,000,000	\$143,884,375	\$1.060	\$1,790,174	\$265,000	\$1,525,174	\$1,525,174	\$0	\$1,525,174
5	2020-21	\$143,551,719	\$25,000,000	\$118,551,719	\$1.060	\$1,521,648	\$265,000	\$1,256,648	\$1,256,648	\$0	\$1,256,648
6	2021-22	\$122,018,962	\$25,000,000	\$97,018,962	\$1.060	\$1,293,401	\$265,000	\$1,028,401	\$1,028,401	\$0	\$1,028,401
7	2022-23	\$103,716,117	\$25,000,000	\$78,716,117	\$1.060	\$1,099,391	\$265,000	\$834,391	\$834,391	\$0	\$834,391
8	2023-24	\$88,158,699	\$25,000,000	\$63,158,699	\$1.060	\$934,482	\$265,000	\$669,482	\$669,482	\$0	\$669,482
9	2024-25	\$74,934,894	\$25,000,000	\$49,934,894	\$1.060	\$794,310	\$265,000	\$529,310	\$529,310	\$0	\$529,310
10	2025-26	\$63,694,660	\$25,000,000	\$38,694,660	\$1.060	\$675,163	\$265,000	\$410,163	\$410,163	\$0	\$410,163
11	2026-27	\$55,000,000	\$55,000,000	\$0	\$1.060	\$583,000	\$583,000	\$0	\$0	\$0	\$0
12	2027-28	\$55,000,000	\$55,000,000	\$0	\$1.060	\$583,000	\$583,000	\$0	\$0	\$0	\$0
13	2028-29	\$55,000,000	\$55,000,000	\$0	\$1.060	\$583,000	\$583,000	\$0	\$0	\$0	\$0
14	2029-30	\$55,000,000	\$55,000,000	\$0	\$1.060	\$583,000	\$583,000	\$0	\$0	\$0	\$0
15	2030-31	\$55,000,000	\$55,000,000	\$0	\$1.060	\$583,000	\$583,000	\$0	\$0	\$0	\$0
						\$18,522,407	\$5,565,000	\$12,957,407	\$12,957,407	-\$150,000	\$12,807,407

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

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

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

Attachment E

Taxable Value of Property



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2013 ISD Summary Worksheet

186/Pecos

186-903/Iraan-Sheffield ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	24,721,410	N/A	24,721,410	24,721,410
B. Multi-Family Residences	24,200	N/A	24,200	24,200
C1. Vacant Lots	353,180	N/A	353,180	353,180
C2. Colonia Lots	67,010	N/A	67,010	67,010
D1. Rural Real(Taxable)	3,774,480	.5987	6,304,245	3,774,480
D2. Real Prop Farm & Ranch	1,352,260	N/A	1,352,260	1,352,260
E. Real Prop NonQual Acres	5,792,240	N/A	5,792,240	5,792,240
F1. Commercial Real	4,966,490	N/A	4,966,490	4,966,490
F2. Industrial Real	76,736,980	N/A	76,736,980	76,736,980
G. Oil, Gas, Minerals	1,716,811,550	.9839	1,744,904,513	1,716,811,550
J. Utilities	58,792,090	N/A	58,792,090	58,792,090
L1. Commercial Personal	2,017,450	N/A	2,017,450	2,017,450
L2. Industrial Personal	213,224,110	N/A	213,224,110	213,224,110
M. Other Personal	1,972,760	N/A	1,972,760	1,972,760
N. Intangible				

Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	2,110,606,210		2,141,228,938	2,110,606,210
Less Total Deductions	147,147,108		147,147,108	147,147,108
Total Taxable Value	1,963,459,102		1,994,081,830	1,963,459,102 T2

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

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
1,966,953,532	1,963,459,102	1,965,140,137	1,961,645,707	1,963,459,102	1,961,645,707

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
3,494,430	1,813,395

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

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

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
2,105,996,212	2,102,501,782	2,104,182,817	2,100,688,387	2,102,501,782	2,100,688,387

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2012 ISD Summary Worksheet

186/Pecos

186-903/Iraan-Sheffield ISD

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
A. Single-Family Residences	24,283,480	N/A	24,283,480	24,283,480
B. Multi-Family Residences	24,200	N/A	24,200	24,200
C. Vacant Lots	545,270	N/A	545,270	545,270
D. Rural Real(Taxable)	10,867,210	N/A	10,867,210	10,867,210
F1. Commercial Real	3,917,070	N/A	3,917,070	3,917,070
F2. Industrial Real	86,781,570	N/A	86,781,570	86,781,570
G. Oil, Gas, Minerals	1,906,891,500	N/A	1,906,891,500	1,906,891,500
J. Utilities	48,843,837	N/A	48,843,837	48,843,837
L1. Commercial Personal	159,436,410	N/A	159,436,410	159,436,410
L2. Industrial Personal	55,166,950	N/A	55,166,950	55,166,950
M. Other Personal	1,732,230	N/A	1,732,230	1,732,230
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0

Subtotal	2,298,489,727		2,298,489,727	2,298,489,727
Less Total Deductions	145,682,411		145,682,411	145,682,411
Total Taxable Value	2,152,807,316		2,152,807,316	2,152,807,316 T2

Category D Detail	Local Tax Roll	Ratio	PTAD Value
Market Value Non-Qualified Acres And Farm/Ranch Imp	7,093,220	N/A	7,093,220
Prod Value Qualified Acres	3,773,990	N/A	3,773,990
Taxable Value	10,867,210		10,867,210

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

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
2,156,286,066	2,152,807,316	2,154,507,456	2,151,028,706	2,152,807,316	2,151,028,706

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
3,478,750	1,778,610

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

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

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
2,293,931,336	2,290,452,586	2,292,152,726	2,288,673,976	2,290,452,586	2,288,673,976

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

Attachment F

TEA's Facilities Value

September 9, 2014

Margaret Holmes, President
Board of Trustees
Iraan-Sheffield Independent School District
P O Box 535
Iraan, TX 79744-0486

Dear Ms Holmes:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed West Texas Solar 1 LLC project on the number and size of school facilities in Iraan-Sheffield Independent School District (ISISD). Based on an examination of ISISD enrollment and the number of potential new jobs, the TEA has determined that the West Texas Solar 1 LLC project should not have a significant impact on the number or size of school facilities in FSISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you have any questions.

Sincerely,

Al McKenzie, Manager
Foundation School Program Support

AM/rk

Attachment G

Participation Agreement

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

by and between

IRAAN-SHEFFIELD INDEPENDENT SCHOOL DISTRICT

and

WEST TEXAS SOLAR 1 LLC

(Texas Taxpayer ID # 32052879940)

TEXAS COMPTROLLER APPLICATION NUMBER 1020

Dated

December 8, 2014

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 313.026 of the TEXAS TAX CODE;

WHEREAS, on December 8, 2014, the Board of Trustees conducted a public hearing on the Application, at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on December 8, 2014, 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) Applicant is eligible for the Limitation on Appraised Value of Applicant's Qualified Property; (iii) the project proposed by Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset 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 Applicant's decision to invest capital and construct the project in this state; and (v) this Agreement is in the best interest of District and the State of Texas;

WHEREAS, on December 8, 2014, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on December 8, 2014, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and,

WHEREAS, on December 8, 2014, 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 herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEX. ADMIN. CODE §9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEX. ADMIN. CODE §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 Section 10.2.

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

"Applicant" means West Texas Solar 1 LLC, (Texas Taxpayer ID # 32052879940), the company listed in the Preamble of this Agreement and that listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include Applicant's assigns and successors-in-interest as approved according to Section 10.2 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 Section 3.3 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 District by Applicant on May 12, 2014. The term includes all forms required by Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining an Agreement with District. The term also includes all amendments and supplements thereto submitted by Applicant.

"Application Approval Date" means the date that the Application is approved by the Board of Trustees of 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 District issues its written notice that Applicant has submitted a completed application or the date on which Comptroller issues its written notice that 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 Pecos County Appraisal District.

"Board of Trustees" means the Board of Trustees of the Iraan-Sheffield 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 Comptroller.

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

"County" means Pecos County, Texas.

"District" or "School District" means the Iraan-Sheffield 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 Applicant's Qualified Property or the Applicant's Qualified Investment.

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

"Force Majeure" means those causes generally recognized under Texas law as constituting impossible conditions. Each party must inform the other in writing with proof of receipt within three 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 development, construction and operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the retention during the term of this Agreement of the number of New Qualifying Jobs set forth in its Application by Applicant; (iii) and continue the average weekly wage paid by Applicant for all Non-Qualifying Jobs created by Applicant that exceeds the county average weekly wage for all jobs in the county where the administrative office of District is maintained.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

"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 and maintained by Applicant after the Application Approval Date in connection with the project which is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(4) of the TEXAS TAX CODE.

"Qualified Investment" has the meaning set forth in Chapter 313 of the TEXAS TAX CODE, as interpreted by Comptroller's Rules, as these provisions existed on the Application Review Start Date.

"Non-Qualifying Jobs" means the number of New Non-Qualifying Jobs, as defined in 34 TAC §9.0151, to be created and maintained by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code and as interpreted by Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of the Application is approved by District,

"Qualifying Time Period" means the period that begins on the date of approval of this Agreement by District's Board of Trustees and ends on December 31st of the second Tax Year that begins after such date of approval as is defined in Section 313.021(4)(A) of the Texas Tax Code and during which Applicant shall make investment on the land where the qualified property in the amount required by the Act, the Comptroller's rules, and this Agreement and as further identified in Section 2.3.C of this Agreement.

"Revenue Protection Amount" means the amount calculated pursuant to Section 3.2 of this Agreement.

"State" means the State of Texas.

"Substantive Document" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the school district and any subsequent amendments or assignments, and any school district written finding or report filed with the comptroller as required under this subchapter.

"Supplemental Payment" has the meaning as set forth in Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Applicant's Qualified Property for 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.

"Texas Education Agency Rules" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313 of the TEXAS TAX CODE, which are set forth at 19 TEX. ADMIN. CODE, Part 2, together with any court or administrative decisions interpreting same.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY.

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

Section 2.2. PURPOSE.

In consideration of the execution of and subsequent performance of the terms and obligations by Applicant pursuant to this Agreement, identified in Section 2.5 and 2.6 and as more fully specified in this Agreement, the value of Applicant's Qualified Property listed and assessed by the County Appraiser for District's operation and maintenance 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 July 2, 2014, which will determine Applicant's Qualified Property and applicable wage standard.

B. The Application Approval Date for this Agreement is December 8, 2014, which will determine the qualifying time period.

C. The Qualifying Time Period for this agreement:

1. Starts on December 8, 2014; Application Approval Date; and
2. Ends on December 31, 2016; being the second complete tax year after the effective date of this agreement

D. The Tax Limitation Period for this Agreement:

1. Starts on January 1, 2016
2. Ends on December 31, 2025.

E. The Final Termination Date for this Agreement is December 31, 2030.

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

2.4. TAX LIMITATION.

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

- A. The Market Value of the Applicant's Qualified Property; or,
- B. Twenty-Five Million Dollars (\$25,000,000.00)

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

2.5. QUALIFIED INVESTMENT FOR TAX LIMITATION ELIGIBILITY.

In order to be eligible and entitled to receive the value limitation identified in 2.4 for the Qualified Property identified in Article III, Applicant shall:

- A. have completed Qualified Investment in the amount of Twenty-Five Million Dollars (\$25,000,000.00) by the end of the Qualifying Time Period;
- B. have created the number of Qualifying Jobs specified in, and in the time period specified on, Schedule C of the Application; and,
- C. be paying the average weekly wage of all jobs in the county in which District's administrative office is located for all non-qualifying jobs created by Applicant.

2.6. TAX LIMITATION OBLIGATIONS.

In order to receive and maintain the limitation authorized by 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 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; and
- D. create and Maintain Viable Presence on and/or with the qualified property and perform additional obligations as more fully specified in Article VII of this Agreement.

ARTICLE III QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.

At the time of making the Qualified Investment and during the period starting with the Application Approval Date and ending on the Final Termination Date, the Land is and shall be

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 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 on **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 3**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 3** 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.

If at any time after the Application Approval Date there is a material change in the Qualified Property located on the land described in **EXHIBIT 2**; or, upon a reasonable request of District, Comptroller, the Appraisal District, or the State Auditor's Office, Applicant shall provide to District, Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, 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.

Applicant's Qualified Property described above in Section 2.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as a renewable energy electric generation facility.

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES.

In conformance with the provisions of Texas Tax Code § 313.027(f)(1), it is the intent of the Parties that the District shall be compensated over the course of this Agreement by the Applicant for: (i) any monetary loss that the District incurs in its Maintenance and Operations Revenue; or, (ii) for any new uncompensated operating cost incurred as a sole and direct result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Subject to the limitations contained in this Agreement. It is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all support due under Article VI.

A. The calculation of the amount of any Revenue Protection required to be paid by Applicant under this Article IV shall be made for the first time for the first complete tax year following the start of Commercial Operations.

B. For purposes of this Article IV, and of Section 2.3(d)(1), above, the term "Commercial Operations" means the date on which project described in **EXHIBIT 3**, below becomes commercially operational and placed into service, such that all of the following events have occurred and remain simultaneously true and accurate:

(i) the project has been constructed, tested, and is fully capable of operating for the purpose of generating electricity for sale on one or more commercial markets;

(ii) the project has received written authorization from the the grid operator for interconnection, integration, and synchronization of the plant with the grid; and,

(iii) the project has obtained all permits, required approvals, and has met all requirements necessary for safely and reliably generating electricity and delivering electricity onto the grid.

C. Within 60 days from the date commercial operations begin, 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.

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

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

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

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to Maintenance and Operations Revenue because of any portion of this agreement.

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 and/or the Applicant's Qualified Investment 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 results in a negative number, the negative number will be considered to be zero.
- iv. All calculations made for years one (1) through ten (10) of this Agreement under Section 4.2, Subsection *ii* of this Agreement 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 the full M&O 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. CUMULATIVE PAYMENT LIMITATION.

In no event shall the Cumulative Payments made by Applicant to the District exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the Commencement Date through Tax Year 2028. For each year of this Agreement, amounts due and owing by Applicant to the District which, by virtue of the application of payment limitation set forth in this Section are not payable to the District for a given year, shall be carried forward to future years, but shall be subject, in each subsequent year to the limit set forth in this Section.

- A. "*Cumulative Unadjusted Tax Benefit*" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.
- B. "*Unadjusted Tax Benefit*" means for each year of this Agreement the total of all gross tax savings calculated for each year of the Agreement by multiplying the Applicant's taxable value for debt service taxes for each applicable Tax Year, minus the Tax Limitation Amount defined in Section 2.5(A) above, as Twenty-Five Million Dollars (\$25,000,000.00), multiplied by the District's Maintenance & Operations tax rate for the applicable Tax Year.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES.

In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- A. The Applicant, on an annual basis, shall also indemnify and reimburse the 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 related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.

- B. Any other loss of District revenues which are, or may be reasonably attributable to the payment by the Applicant to or on behalf of any other third party beneficiary of this Agreement. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.
- C. Any other cost to the District, including costs under Subsection 8.6(C), below which are, or may be attributable to compliance with State-imposed costs of compliance with the terms of this Agreement.

Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected each year by the District.

Section 4.6. DATA USED FOR CALCULATIONS.

The calculations under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code §26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.7. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.5 of this Agreement shall forward to the Parties the calculations required under Sections 4.2 and/or 4.4 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. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, 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 and fee for a period of four (4) years after the Final Termination date of this Agreement. The Applicant shall not be liable for any of 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 or the fee paid by the Applicant to the Third Party pursuant to Section 4.7, if such fee is timely paid.

Section 4.8. PAYMENT BY APPLICANT.

The Applicant shall pay any amount determined 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. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.7, 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, reports required by any state agency, disclosures, other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. In no year shall the Applicant be responsible for the payment of any total expenses under this Section and Section 4.7, above, in excess of Twelve Thousand Dollars (\$12,000.00).

Section 4.9. RESOLUTION OF DISPUTES.

Pursuant to Sections 4.3, 4.4 and 4.6 of this Agreement, should the Applicant disagree with the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the calculation. 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. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of the calculations.

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

In the event that, at the time the Third Party selected under Section 4.5 makes its calculations under this Agreement, the Applicant has appealed the taxable values placed by the Appraisal District on the Qualified Property, and the appeal of the appraised values are unresolved, the Third Party shall base its calculations upon the values initially placed upon the Qualified Property by the Appraisal District.

In the event that the result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of a new value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years. In the event the new calculations result in the change of any amount payable by the Applicant under this Agreement, the party from whom the adjustment is payable shall remit such amounts to the counter-party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.11. EFFECT OF STATUTORY CHANGES.

Notwithstanding any other provision in this Agreement, but subject only to the limitations contained in Section 7.1, 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, or to other governmental entities, because of its participation in this Agreement, the Applicant shall make payments to the District, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1.

In addition to the amounts determined pursuant to Section 4.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the 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 related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.

ARTICLE VI

PAYMENT OF SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.

In interpreting the provisions of Article IV and VI, the Parties agree as follows:

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article IV, 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 Article VI of this agreement are separate and independent of the obligation of the Applicant to pay the amounts described in Article IV;

provided, however, that all payments under Articles IV and VI are subject to such limitations as are contained in Section 7.1, and that all payments under Article VI are subject to the separate limitations contained in Section 6.4.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article V, shall not exceed the limit imposed by the provisions of Texas Tax Code 313.027(i) unless that limit is increased by the Legislature at a future date, in which case all references to statutory limits in this Agreement will be automatically adjusted to reflect the new, higher limits, but only if, and to the extent that such increases are authorized by law.

C. As used in this Article, the following terms shall be defined as follows:

i. "Cumulative Payments" means for each year of this Agreement the total of all payments, calculated under both Article IV and Article VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant for all previous Tax Years under Article IV and Article VI of this Agreement.

ii. "Cumulative Unadjusted Tax Benefit" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

iii. "Net Tax Benefit" means (a) the amount of maintenance and operations *ad valorem* taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (b) adding to the amount determined under clause, and (c) subtracting from the sum of the amounts determined under clauses (a) and (b) the sum of (d) all maintenance and operations *ad valorem* school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years of this Agreement, plus (e) any payments due to the District under Article IV under this Agreement as well as the Annual Limit.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION.

A. Notwithstanding the foregoing, the total annual supplement payment made pursuant to this article shall:

i. not exceed in 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; and

ii. 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.

B. This limitation 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.

C. For purposes of this Agreement, the amount of the Annual Limit shall be \$50,700 based upon the District's 2013-2014 Average Daily Attendance of 507, rounded to the whole number.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO ANNUAL LIMIT.

In any year during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

A. the Applicant's Stipulated Supplemental Payment Amount, defined as Forty Percent (40%) of the Applicant's Net Tax Benefit, as the term is defined in Section 6.1(C)(vi), above; or,

B. the Annual Limit, as the term is defined in Section 6.1(C), above.

Section 6.4. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT.

The Parties agree that for each Tax Year of this Agreement, beginning with Tax Year 2014, the first year of the qualifying time period specified in Section 2.3 of this Agreement, the Stipulated Supplemental Payment amount, described in Section 6.2 will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

Minus,

Any amounts previously paid to the District under Article III for such Tax Year;

Multiplied by,

The number 0.4;

Minus,

Any amounts previously paid to the District under Sections 6.2 and 6.3 with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party selected pursuant to Section 4.4, above, shall adjust the Stipulated Supplemental Payment amount calculation to reflect any changes in the data.

Section 6.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.5, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.7, above.

C. The payment of all amounts due under this Article shall be made by December 31 of the tax year for which the payment is due.

Section 6.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 9.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

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

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 7.1. ANNUAL LIMITATION.

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by Applicant to District for such Tax Year, plus the sum of all payments otherwise due from Applicant to District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that Applicant would have paid to District for such Tax Year (determined by using District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Section 4.2 of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from Applicant to District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT.

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

Section 7.3. EFFECT OF OPTIONAL TERMINATION.

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

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to 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, records and dispute resolution shall survive the termination or expiration dates 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 2.4 in addition to the other obligations required by this Agreement, Applicant shall Maintain Viable Presence in 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, 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 Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure. The Final Termination Date will only be extended for the mutually agreed length of the Force Majeure.

Section 8.2. REPORTS.

In order to receive and maintain the limitation authorized by 2.4 in addition to the other obligations required by this Agreement, Applicant shall submit the following reports completed by Applicant to the satisfaction of Comptroller on the dates indicated on the form and starting on the first such due date after the Application Approval Date:

A. The Annual Eligibility Report, Form 50-772 located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-772.pdf>;

B. The Biennial Progress Report, Form 50-773, located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-773.pdf>; and

C. The Job Creation Compliance Report, Form 50-825, located at the Comptroller website http://www.texasahead.org/tax_programs/chapter313/forms.php.

Section 8.3. COMPTROLLER'S ANNUAL REPORT ON CHAPTER 313 AGREEMENTS.

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

Section 8.4. DATA REQUESTS.

During the term of this Agreement, and upon the written request of District, the State Auditor's Office, or Comptroller, the Applicant shall provide the requesting party with all information reasonably necessary for the requesting party 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.

Section 8.5. SITE VISITS AND RECORD REVIEW.

Applicant shall allow authorized employees of District, the Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records, in accordance with Section 22.07 of the TEXAS TAX CODE, 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 Applicant's Qualified Property.

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

B. All inspections may be accompanied by one or more representatives of Applicant, and shall be conducted in accordance with Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide District, 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; INDEPENDENT AUDITS.

This Agreement is subject to review and audit by the State Auditor pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE and Section 331.010(a) of the TEXAS TAX CODE, and the following requirements:

A. District and 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. Applicant and 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 later of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or

iii. date of resolution of all disputes or payment.

B. District and Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the Applicant's Qualified Property, Qualified Investment, Qualifying Jobs, and wages paid for 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 Comptroller, State Auditor's Office, State of Texas or their authorized representatives. Applicant and 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 Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, Applicant's failure to comply with this Section shall constitute a material breach of this Agreement.

C. Comptroller may require, at Applicant's or District's sole cost and expense, as applicable, independent audits by a qualified certified public accounting firm of Applicant's, District's or the Comptroller's books, records, or property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Applicant and/or District.

D. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE, the state auditor may conduct an audit or investigation of Applicant or District or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Applicant or District or any other entity or person directly under this Agreement or indirectly through a subcontract 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, Applicant or 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. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003 of the TEXAS GOVERNMENT CODE.

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

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct; and

B. acknowledges that if 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 Applicant has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Application or this Agreement, Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Tex. Admin. Code § 9.1053(f)(2)(L).

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.

Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions:

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

B. Applicant failed to have complete Qualified Investment as required by Section 2.5 of this Agreement;

C. Applicant failed to create the number of Qualifying Jobs specified in Schedule C of the Application;

D. Applicant failed to pay the average weekly wage of all jobs in the county in which District's administrative office is located for all Non-Qualifying Jobs created by Applicant;

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

F. Applicant failed to provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V of this Agreement;

G. Applicant failed to provide such supplemental payments as more fully specified in Article VI of this Agreement;

H. Applicant failed to create and Maintain Viable Presence on and/or with the qualified property as more fully specified in Article VIII of this Agreement;

I. Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of Comptroller on the dates indicated on the form;

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

K. Applicant failed to allow authorized employees of District, Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/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 Applicant's Qualified Property;

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

M. 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 III and IV, of this Agreement; or

N. Applicant fails either to:

i. Implement a plan to remedy non-compliance as required by Comptroller pursuant to 34 TAC Section 9.1059; or

ii. Pay a penalty assessed by Comptroller pursuant to 34 TAC Section 9.1059.

Section 9.2. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that Applicant terminates this Agreement without the consent of District, except as provided in Section 7.2 of this Agreement, or in the event that Applicant fails to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 9.3, then District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 9.3.C on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI of this Agreement.

B. Notwithstanding Section 9.2.A, in the event that District determines that Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then Applicant shall pay to District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be

the sum total of 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 Applicant to District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 7.5. For purposes of this liquidated damages calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI. Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

C. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, District shall first determine the base amount of recaptured taxes less all credits under Section 9.2.A owed for each Tax Year during the Tax Limitation Period. 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 9.2.A 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 9.3. LIMITED STATUTORY CURE OF MATERIAL BREACH.

In accordance with the provisions of Section 313.0275 of the Texas Tax Code, for any full tax year which commences after the project has become operational, Applicant may cure the Material Breaches of this Agreement, defined in Sections 9.1.C. or 9.1.D, above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 9.1.C. or 9.1.D for the particular Tax Year of non-compliance only, Applicant may make the liquidated damages payment required by Section 313.0275(b) of the Texas Tax Code, in accordance with the provisions of Section 313.0275(c) of the Texas Tax Code.

Section 9.3. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has committed a material breach of this Agreement, such as making a misrepresentation in the Application, failing to Maintain Viable Presence in District as required by Section 8.1 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committed a material breach of this Agreement, District shall provide Applicant with a written notice of the facts which it believes have caused the material breach of this Agreement, and if cure is possible, the cure proposed by District. After receipt of the notice, Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in material breach of its obligations under the Agreement, or that it has cured or undertaken to cure any such material breach.

B. If the Board of Trustees is not satisfied with such response and/or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to 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, 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 whether or not a material breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 9.2.A and B (net of all credits under Section 9.2.A and B), and the amount of any penalty and/or interest under Section 9.2.C that are owed to District.

C. After making its determination regarding any alleged breach, the Board of Trustees shall cause Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination.").

Section 9.4. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.3, 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 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's receipt of notice of the Board of Trustee's determination of breach under Section 9.3, 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 residing in Pecos 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) District shall bear one-half of such mediator's fees and expenses and 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 before the expiration of such ninety (90) days, District shall have the remedies for the collection of the amounts determined under Section 7.8 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 District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees and a tax lien on Applicant's Qualified Property and Applicant's Qualified Investment pursuant to Section 33.07 of the Texas Tax Code to the attorneys representing District pursuant to Section 6.30 of the Texas Tax Code.

C. In any event where a dispute between District and Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either District or Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, 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 covenant, agreement or undertaking made by a Party pursuant to this Agreement.

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, District's damages for such a default shall under no circumstances exceed the greater of either any amounts calculated under Sections 9.2 above, or the monetary sum of the difference between the payments and credits due and owing to Applicant at the time of such default and District taxes that would have been lawfully payable to District had this Agreement not been executed. In addition, 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. BINDING ON SUCCESSORS.

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

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 transmission, with "answer back" or other "advice 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 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 District shall be addressed to District's Authorized Representative as follows:

Kevin Allen, Superintendent
IRAAN-SHEFFIELD INDEPENDENT SCHOOL DISTRICT
100 S. Farr Street
P.O. Box 486
Iraan, Texas 79744
Fax: (432) 639-2501
Email: kevin.allen@isisd.net

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

Brent Bailey
Vice President, Legal
West Texas Solar I, LLC
300 Convent Street, Suite 1900
San Antonio, TX 78205
Fax: (210) 858-6738
Email: bbailey@ocisolarpower.com

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

Section 10.2. AMENDMENTS TO 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 Subsection B hereof. 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, this Agreement may only be amended according to the following:

- i. Applicant shall submit to District and Comptroller:
 - a. a written request to amend the Application and this Agreement which shall specify the changes Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by District and considered by Comptroller;

- c. and any additional information requested by District or Comptroller necessary to evaluate the amendment or modification; and
- ii. Comptroller shall review the request and any additional information 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 Comptroller by the end of the 90 day period, the request is denied;
- iii. If Comptroller has not denied the request, 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 Agreement adding additional or replacement Qualified Property pursuant to this Section 10.3 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
- iii. define minimum eligibility requirements for the recipient of limited value.

D. This Agreement may not be amended to extend the value limitation time period beyond its ten year statutory term.

Section 10.4. ASSIGNMENT.

Any assignment of the interests of Applicant in this Agreement is considered an amendment to the Agreement and Applicant may only assign this Agreement, or a portion of this Agreement, after complying with the provisions of Section 10.3 regarding amendments to the Agreement.

Section 10.5. 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 10.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS.

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser

of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 10.7. 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 the County.

Section 10.8. 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 10.9. 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 to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.9, 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 10.10. 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 10.11. INTERPRETATION.

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. 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. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 10.12. 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 10.13. PUBLICATION OF DOCUMENTS.

The Parties acknowledge that District is required to publish Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

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

B. District shall provide on its website a link to the location of those documents posted on 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 10.14. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.

Applicant shall immediately notify District in writing of any actual or anticipated change in the control or ownership of Applicant and of any legal or administrative investigations or proceedings initiated against Applicant regardless of the jurisdiction from which such proceedings originate.

Section 10.15. DUTY TO DISCLOSE.

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

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 8th day of DECEMBER 2014.

WEST TEXAS SOLAR 1 LLC

By: _____

Authorized Representative

Name: _____

Title: _____

**IRAAN-SHEFFIELD INDEPENDENT
SCHOOL DISTRICT**

By: _____

MARGARET G. HOLMES

President

Board of Trustees

Attest: _____

By: _____

STEVE GARLOCK

Secretary

Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The Reinvestment Zone was originally created on October 14, 2014, by action of the Pecos County Commissioners Court. As a result of the action, all of the following real property within Pecos County, Texas is located within the boundaries of the *APOLLO REINVESTMENT ZONE*. A map of the Reinvestment Zone is attached as the last page of this **EXHIBIT 1**. The legal description of the is as follows:

EXHIBIT A
LEGAL DESCRIPTION OF "APOLLO"
REINVESTMENT ZONE

TWO TRACTS: 2158.770 ACRES AND 5.350 ACRES

2158.770 ACRES

LEGAL DESCRIPTION: BEING 2158.770 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 44 1/2, CHARLES GRAEF SURVEY, ABSTRACT NO. 8435, THE WEST-PART OF SECTION 74, BLOCK 194, ABSTRACT NO. 8431, G.C. & S.F. RR Co. SURVEY, SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, SECTION 8, BLOCK 12, ABSTRACT NO. 5614, H. & G.N. RR Co. SURVEY, SECTION 9, BLOCK 12, ABSTRACT NO. 293, H. & G.N. RR Co. SURVEY, AND SECTION 44, BLOCK 12, ABSTRACT NO. 5981, H. & G.N. RR Co. SURVEY, ALL IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT SAME TRACT CONVEYED TO JOHN E. HARRIS, JR. AND MARILYN HARRIS BY DEED RECORDED IN VOLUME 30, PAGE 18 AND VOLUME 32, PAGE 774 OF THE OFFICIAL PUBLIC RECORDS OF PECOS COUNTY, TEXAS, A PORTION OF TRACT 1 AND ALL OF TRACTS 2, 3, 4 AND 5 AS CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS AND A PORTION OF SAID SECTION 44 CONVEYED TO LADONNA WALTERS, ET AL PER LAST WILL AND TESTAMENT AND CODICIL TO LAST WILL AND TESTAMENT OF LAURA LOU NEVILL RECORDED IN THE COUNTY COURT RECORDS OF PECOS COUNTY, TEXAS; SAID 2158.770 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS 2159.866 ACRES OF LAND, SAVE AND EXCEPT THAT CERTAIN 1.10 ACRE TRACT, FOUND TO CONTAIN 1.096 ACRES OF LAND, CONVEYED TO WEST TEXAS UTILITIES CO. BY DEED RECORDED IN VOLUME 550, PAGE 255 OF SAID DEED RECORDS, AND AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU SEPTEMBER, 2014:

BEGINNING at a 1 ½ inch iron pipe found in the east line of Section 43 of said Block 12 for the northwest corner of said West-Part of Section 74 and the southwest corner of said Section 73 and an angle point hereof;

THENCE North 11°46'49" East a distance of 9152.78 feet along the common line of said Sections 43 and 73, the common line of Section 7 of said Block 12 and said Section 73 and the common line of said Sections 7 and 8 to a point for the southwest corner of that certain 163.10 acre tract conveyed to John and Marilyn Harris by deed recorded in Volume 32, Page 772 of said official public records and the northwest corner of said Gunter Tract 4 and hereof and from which a 1 ½ inch iron pipe found for the northerly common corner of said Sections 7 and 8 bears North 11°46'49" East a distance of 3831.54 feet along said common line;

THENCE South 78°07'57" East a distance of 2641.67 feet along the south line of said 163.10 acre tract to a point in the common line of said Section 9 and said Section 8 for the southeast

corner of said 163.10 acre tract, the northeast corner of said Gunter Tract 4, and an ell corner hereof and from which a 5/8 inch iron rod found as the accepted northerly common corner of said Sections 8 and 9 bears North 11°48'14" East a distance of 6798.96 feet along said common line;

THENCE South 11°48'14" West a distance of 1175.15 feet along the common line of said Sections 8 and 9 to a point for the southwest corner of that certain 160 acre tract conveyed as Tract Four to Jerry V. Durant by deed recorded in Volume 786, Page 608 of said deed records, the northwest corner of said Gunter Tract 5 and an interior corner hereof;

THENCE South 78°35'18" East along the south line of said Durant tract, passing at a distance of 29.33 feet a 1/2 inch iron rod with cap found for reference, continuing in all a distance of 2642.00 feet to a 1 1/2 inch iron pipe found in the common line of Section 10 of said Block 12 and said Section 9 for the southeast corner of said Durant tract, the northeast corner of said Gunter Tract 5 and an ell corner hereof;

THENCE South 11°48'14" West a distance of 2139.77 feet along the common line of said Sections 9 and 10 to a point for an ell corner of said Section 73, the southwest corner of said Section 10 and an interior corner hereof;

THENCE South 78°11'26" East along the common line of said Sections 10 and 73, passing at a distance of 0.90 feet a 6 inch cedar fence corner post, continuing in all a distance of 594.42 feet to a point for the northwest corner of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and an ell corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears South 78°11'26" East a distance of 30.00 feet along said common line;

THENCE along the westerly lines of said 3.90 acre tract the following four (4) calls:

1. South 11°51'30" West a distance of 2549.97 feet to a point for an angle point;
2. South 38°37'30" West a distance of 672.90 feet to a point for an angle point;
3. South 05°38'30" East a distance of 1007.60 feet to a point for an angle point;
4. South 11°51'30" West a distance of 1595.40 feet to a point in the north line of that certain 1 acre tract conveyed as Group Two to James Jepson by said deed recorded in Volume 821, Page 248 of said deed records for the southwest corner of said 3.90 acre tract and an ell corner hereof;

THENCE North 78°08'29" West a distance of 265.19 feet along the north line of said 1 acre tract to a point for the northwest corner of said 1 acre tract and an interior corner hereof;

THENCE South 11°51'30" West a distance of 147.88 feet along the west line of said 1 acre tract to a point in the common line of the East-Part of said Section 74 of said Block 194 and said Section 73 for the southwest corner of said 1 acre tract and an ell corner hereof and from which a 1 1/2 inch iron pipe found for the southeast corner of said Section 73 bears South 78°11'45" East a distance of 295.20 feet along said common line;

THENCE North 78°11'45" West a distance of 2946.42 feet along said common line to a 1 ½ inch iron pipe found for the northwest corner of said East-Part of said Section 74, the northeast corner of said West-Part of said Section 74 and an interior corner hereof;

THENCE South 11°51'13" West a distance of 3651.92 feet along the common line of said East-Part and said West-Part of Section 74 to a 1 ½ inch iron pipe found in the north line of said Section 44 ½ for the southwest corner of said East-Part, the southeast corner of said West-Part and an interior corner hereof;

THENCE South 88°51'15" East a distance of 1341.94 feet along the common line of said East-Part and said Section 44 ½ to a cotton spindle found in the west line of Section 75 of said Block 194 for an ell corner of said East-Part, the northeast corner of said Section 44 ½ and an ell corner hereof;

THENCE South 01°03'16" West a distance of 4921.69 feet along the common line of said Sections 75 and 44 ½ and the common line of Section 80 of said Block 194 and said Section 44 ½ to a point in the north line of Section 4, Block 16, University Land, for the southwest corner of said Section 80, the southeast corner of said Section 44 ½ and the southerly southeast corner hereof and from which a 1 ¼ inch iron pipe found for reference bears South 88°35'30" East a distance of 85.93 feet along said north line;

THENCE North 88°35'30" West a distance of 3099.88 feet along the common line of said Sections 4 and 44 ½ to a 2 inch iron pipe found for the northerly common corner of Section 5 of said Block 16 and said Section 4 and an angle point hereof;

THENCE North 88°35'18" West a distance of 4113.41 feet along the common line of said Sections 5 and 44 ½ to a 120D nail found for the southeast corner of that certain 43.04 acre tract conveyed to LCRA Transmission Services Corporation by deed recorded in Volume 39, Page 193 of said official public records and the southwest corner of said Harris residue tract and the southerly southwest corner hereof and from which a bolt found at a 2 inch iron pipe fence corner post for a replacement monument for the northerly common corner of Section 6 of said Block 16 and said Section 5 and the southwest corner of said Section 44 ½ bears North 88°35'18" West a distance of 1285.74 feet along said common line;

THENCE North 01°24'18" East a distance of 1338.49 feet along the east line of said LCRA tract to 2 inch iron pipe fence corner post found in the common line of said Sections 44 and 44 ½ for the northeast corner of said LCRA tract, the westerly northwest corner of said Harris residue tract, and an interior corner hereof and from which a 1 ¼ inch iron pipe found for the southeast corner of said Section 44 bears South 78°08'14" East a distance of 2440.55 feet along said common line;

THENCE North 78°08'14" West a distance of 68.24 feet along said common line to an iron rod set for ell corner hereof and from which a 1 inch iron pipe found for the westerly northwest corner of said Section 44 ½ bears North 78°08'14" West a distance of 1238.96 feet along said common line;

THENCE North 20°33'03" East a distance of 4519.78 feet to an iron rod set for an ell corner hereof;

THENCE South 78°07'04" East a distance of 811.71 feet to an iron rod set for an interior corner hereof;

THENCE North 11°53'54" East a distance of 810.80 feet to an iron rod set in the common line of said Sections 43 and 44 an ell corner hereof and from which a 1 ½ inch iron pipe found for the westerly common corner of said Sections 43 and 44 bears North 78°07'04" West a distance of 4278.38 feet along said common line;

THENCE South 78°07'04" East a distance of 1008.95 feet along said common line to an iron rod set in the west line of said West Part of Section 74 for the easterly common corner of said Sections 43 and 44 and an interior corner hereof and from which a ½ inch iron rod with cap found bears North 78°07'04" West a distance of 6.62 feet along said common line;

THENCE North 11°53'54" East a distance of 2950.11 feet along the common line of said West Part of Section 74 and said Section 43 to the **POINT OF BEGINNING** and containing 2159.866 acres of land, more or less.

SAVE AND EXCEPT SAID 1.10 ACRE TRACT CONVEYED TO SAID WEST TEXAS UTILITIES CO., FOUND TO CONTAIN 1.096 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 2 inch iron pipe fence corner post found in the southeast r-o-w line of F.M. Highway 1901 for the west corner hereof and from which said 1 ¼ inch iron pipe found for the southeast corner of said Section 44 and an interior corner of said Section 44 ½ bears South 69°50'18" West a distance of 2358.23 feet;

THENCE North 41°45'36" East a distance of 164.95 feet along said r-o-w line to a 2 inch iron pipe fence corner post found for the north corner hereof;

THENCE South 51°08'33" East a distance of 289.91 feet to a 2 inch iron pipe fence corner post found for the east corner hereof;

THENCE South 41°47'35" West a distance of 164.87 feet to a 2 inch iron pipe fence corner post found for the south corner hereof;

THENCE North 51°09'30" West a distance of 289.82 feet to the **POINT OF BEGINNING** and containing 1.096 acres of land, more or less.

LEAVING A TOTAL 2158.770 ACRES MORE OR LESS.

5.350 ACRES

LEGAL DESCRIPTION: BEING 5.350 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF SECTION 73, BLOCK 194, ABSTRACT NO. 5015, G.C. & S.F. RR Co. SURVEY, IN PECOS COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN TRACT 1 CONVEYED BY DEED TO THE GUNTER PEANUT CO., INC. AND JEFF CART BY DEED RECORDED IN VOLUME 742, PAGE 78 OF THE DEED RECORDS OF PECOS COUNTY, TEXAS; SAID 5.350 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JOHN F. WATSON & COMPANY IN MAY THRU JUNE, 2014:

BEGINNING at a point in the common line of Section 72 of said Block 194 and said Section 73 for an angle point of that certain 3.90 acre tract conveyed as Group Three to James Jepson by deed recorded in Volume 821, Page 248 of said deed records and the south corner hereof and from which a 1 ½ inch iron pipe found for the southeast corner of said Section 73 bears South 11°51'31" West a distance of 1747.56 feet along the east line of said Section 73;

THENCE North 05°38'30" West a distance of 1000.04 feet along the east line of said 3.90 acre tract to a point for an angle point;

THENCE North 38°37'30" East a distance of 667.76 feet along the east line of said 3.90 acre tract to a point in said common section line for an angle point of said 3.90 acre tract and the north corner hereof and from which a 6 inch cedar fence corner post found for the northeast corner of said Section 73 bears North 11°51'31" East a distance of 2557.23 feet along said common line;

THENCE South 11°51'31" West a distance of 1549.97 feet along said common line to the **POINT OF BEGINNING** and containing 5.350 acres of land, more or less.

Note: Bearings, distances, and acreage shown hereon are Grid, NAD83(2011), Texas Central Zone and are based on NGS CORS/OPUS solutions. Iron rods set are 1/2 inch by 24 inch steel rebar with blue plastic caps marked "WATSON-5498".

West Texas Solar 1

Qualified Property, Reinvestment Zone, and Land Location Map

Section 4 Block 12
Survey H&GN RR CO

Section 5 Block 12
Survey H&GN RR CO

Section 7 Block 12
Survey H&GN RR CO

Section 8 Block 12
Survey H&GN RR CO

Section 9 Block 12
Survey H&GN RR CO

Section 10 Block 12
Survey H&GN RR CO

Section 41 Block 12
Survey H&GN RR CO

Section 43 Block 12
Survey H&GN RR CO

Section 42 Block 12
Survey H&GN RR CO

Section 44 Block 12
Survey H&GN RR CO

Section 73 Block 194
Survey GC&SF RR CO

Section 74 Block 194
Survey GC&SF RR CO

Section 75 Block 194
Survey GC&SF RR CO

Section 76 Block 194
Survey GC&SF RR CO

Section 77 Block 194
Survey GC&SF RR CO

Section 78 Block 194
Survey GC&SF RR CO

Section 79 Block 194
Survey GC&SF RR CO

Section 80 Block 194
Survey GC&SF RR CO

Section 4 Block 16
Survey UL

Section 5 Block 16
Survey UL

Section 4 Block 12
Survey H&WT RR CO

Section 44 1/2 Block 12
Survey GRAEF, C

Section 3 Block 16
Survey UL

Legend:
Project Boundary (Red line)
Original Texas Land Survey (Black line)

Scale:
0 0.2 0.4 0.6 0.8 1.0 1.2 1.4 1.6 Miles

Reference:
Date: 01/02/2014
Coord-Data System / Datum: UTM 13N / NAD83

CONFIDENTIAL

Inset Map:
Location of the project within the state of Texas, showing the project area in the western part of the state, near the border with New Mexico and Oklahoma, and near the cities of Pecos and Lordsburg.

EXHIBIT 2

DESCRIPTION AND LOCATION OF THE APPLICANT'S QUALIFIED INVESTMENT

All Qualified Property owned or leased by the Applicant and located within the boundaries of both the Iraan-Sheffield Independent School District and the *Apollo Reinvestment Zone* first placed in service after August 22, 2014 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the sections of land identified in **EXHIBIT 1**.

EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within Iraan-Sheffield ISD necessary for the commercial operations of the proposed manufacturing facility described in Tab 4 of the Application. Qualified property includes, but is not limited to:

- Solar modules/panels
- Steel/aluminum/other metal mounting system with tracking capabilities
- Underground conduit, communication cables, and electrical collection system wiring
- Multiple combiner boxes
- One or multiple project substation(s) including breakers, a transformer, and meters
- Collection substation will be connected to utility interconnection by an above ground transmission line
- Inverter boxes on concrete or gravel pads
- Operations and maintenance facility
- Fencing for safety and security
- Telephone system
- New or improved access and service roads
- Meteorological equipment to measure solar irradiation and weather conditions