

FINDINGS
of the
TAHOKA INDEPENDENT
SCHOOL DISTRICT
BOARD OF TRUSTEES

Under Chapter 313 of the
Texas Tax Code

ON THE APPLICATION FOR
APPRAISED VALUE LIMITATION
ON QUALIFIED PROPERTY

SUBMITTED BY

TAHOKA WIND, LLC

Comptroller Application Number 1181

June 8, 2017

The Board acknowledged receipt of the Application and necessary application fee, which was reasonable and did not exceed the estimated cost to the District for processing and acting on the Application, as established by §313.025(a)(1) of the Texas Tax Code and Local District Policy.

The Application was delivered to the Texas Comptroller's Office for review pursuant to §313.025(b) of the Texas Tax Code.

A copy of the Application was delivered to the Lynn County Appraisal District for review pursuant to 34 Texas Administrative Code §9.1054.

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code §§313.025 and 313.026. After receipt of the Application, the Texas Comptroller's Office caused an Economic Impact Analysis to be conducted. The Comptroller, pursuant to Texas Tax Code §313.025(h), determined the project subject to the Application meets the requirements for eligibility under Texas Tax Code §313.024 for a limitation on appraised value, and after reviewing the Application based on the criteria set out in Texas Tax Code § 313.026, issued a Certificate for a Limitation on Appraised Value on April 13, 2017 that the Application be approved (the "Certificate Decision"). See Attachment C. The Board of Trustees has carefully considered such Evaluation and Certificate Decision. Copies of the Certificate Decision and Economic Impact Analysis are attached to these Findings as Attachments C and D, respectively.

The Board also directed that a specific school financial analysis be conducted of the impact of the proposed value limitation on the finances of Tahoka Independent School District. A copy of a report prepared by McDowell & Brown, LLC and dated May 20, 2017 is attached to these Findings as Attachment E.

The Board has confirmed that the taxable value of industrial property applicable to the Tahoka Wind Application in the Tahoka Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403 of the Texas Government Code, fell within a rural school district, Category 3 of §313.054 of the Texas Tax Code at the time the Certificate Decision was issued. See "2016 Property Value Study Report," attached hereto as Attachment G; *see also* Attachment D.

After receipt of the completed Application, the District entered into negotiations with Tahoka Wind regarding the specific language to be included in the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes (the "Agreement") pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The parties were able to agree upon language for inclusion into a draft agreement pursuant to Texas Tax Code §313.027. As required by the Comptroller's Office, the parties changed only the provisions of the template that the Comptroller permitted (2016 Form 50-826). The proposed Agreement is attached to these Findings as Attachment H, and that form of the Agreement (as defined by 34 Tex. Admin. Code §9.1015) was submitted to and approved by the Comptroller, as required by 34 Tex. Admin. Code §9.1015(e)(1). See copy of May 23, 2017, Agreement Review Letter from the Comptroller, attached to these Findings as Attachment I.

After review of the Comptroller's Certificate Decision and Economic Impact Analysis, and in consideration of its own analysis of Tahoka Wind's Application and all other related documentation attached hereto, the Board makes the following additional Findings as follows:

Board Finding Number 1.

Based on the Application and the Comptroller's Certificate Decision, the Property meets the requirements of Texas Tax Code §313.024 for eligibility for a limitation on appraised value under Texas Tax Code §313.024(b)(5) as a renewable energy electric generation project.

In support of Finding Number 1, the Comptroller's Certificate Decision states:

Determination required by 313.025(h)

* * *

Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

* * *

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.

See Attachment C. See also Attachment A (Tab 1, §6.2(5) and Tab 4) and Attachment D.

Board Finding Number 2.

The project proposed by Applicant is reasonably likely to generate sufficient tax revenue to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period.

In support of Finding Number 2, the Certificate Decision states:

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 C.

Also in support of Finding Number 2, the Comptroller's Economic Impact Analysis states:

Attachment B - Tax Revenue over 25 Years

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

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2016	\$0	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2019	\$234,000	\$234,000	\$3,694,710	\$3,694,710
	2020	\$234,000	\$468,000	\$3,380,643	\$7,075,353
	2021	\$234,000	\$702,000	\$3,091,687	\$10,167,040
	2022	\$234,000	\$936,000	\$2,825,835	\$12,992,874
	2023	\$234,000	\$1,170,000	\$2,581,238	\$15,574,113
	2024	\$234,000	\$1,404,000	\$2,356,198	\$17,930,311
	2025	\$234,000	\$1,638,000	\$2,149,151	\$20,079,462
	2026	\$234,000	\$1,872,000	\$1,958,657	\$22,038,118
	2027	\$234,000	\$2,106,000	\$1,783,393	\$23,821,511
	2028	\$234,000	\$2,340,000	\$1,622,141	\$25,443,653
Maintain Viable Presence (5 Years)	2029	\$1,707,781	\$4,047,781	\$0	\$25,443,653
	2030	\$1,571,282	\$5,619,064	\$0	\$25,443,653
	2031	\$1,445,696	\$7,064,760	\$0	\$25,443,653
	2032	\$1,330,149	\$8,394,909	\$0	\$25,443,653
	2033	\$1,223,840	\$9,618,749	\$0	\$25,443,653
Additional Years as Required by 313.026(c)(1) (10 Years)	2034	\$1,126,029	\$10,744,779	\$0	\$25,443,653
	2035	\$1,036,038	\$11,780,816	\$0	\$25,443,653
	2036	\$953,240	\$12,734,056	\$0	\$25,443,653
	2037	\$877,061	\$13,611,117	\$0	\$25,443,653
	2038	\$806,971	\$14,418,088	\$0	\$25,443,653
	2039	\$786,775	\$15,204,863	\$0	\$25,443,653
	2040	\$786,576	\$15,991,439	\$0	\$25,443,653
	2041	\$786,388	\$16,777,827	\$0	\$25,443,653
	2042	\$786,212	\$17,564,038	\$0	\$25,443,653
	2043	\$786,046	\$18,350,084	\$0	\$25,443,653
		\$18,350,084	is less than	\$25,443,653	
Analysis Summary					
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?					No

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

Source: CPA, Tahoka Wind, LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2018	200	(163)	37	\$8,000,000	-\$5,802,730	\$2,197,270	13854980	-2914430	\$16,769,410
2019	6	14	19,5313	\$240,293	\$980,407	\$1,220,700	617980	1113890	-\$495,910
2020	6	19	25	\$240,293	\$1,956,977	\$2,197,270	488280	1129150	-\$640,870
2021	6	23	29	\$240,293	\$1,956,977	\$2,197,270	289920	1045230	-\$755,310
2022	6	25	31	\$240,293	\$2,323,187	\$2,563,480	167850	938420	-\$770,570
2023	6	25	31	\$240,293	\$2,689,397	\$2,929,690	106810	801090	-\$694,280
2024	6	21	27	\$240,293	\$2,445,257	\$2,685,550	114440	686650	-\$572,210
2025	6	29	35	\$240,293	\$3,055,607	\$3,295,900	83920	564580	-\$480,660
2026	6	25	31	\$240,293	\$2,445,257	\$2,685,550	53410	442500	-\$389,090
2027	6	25	31	\$240,293	\$2,933,537	\$3,173,830	15260	335690	-\$320,430
2028	6	21	27	\$240,293	\$2,689,397	\$2,929,690	-45780	228880	-\$274,660
2029	6	12	18	\$240,293	\$1,956,977	\$2,197,270	-122070	160220	-\$282,290
2030	6	10	16	\$240,293	\$1,224,547	\$1,464,840	-160220	45780	-\$206,000
2031	6	6	12	\$240,293	\$1,224,547	\$1,464,840	-213620	-38150	-\$175,470
2032	6	4	10	\$240,293	\$492,127	\$732,420	-259400	-129700	-\$129,700
2033	6	4	10	\$240,293	\$736,267	\$976,560	-320430	-228880	-\$91,550
2034	6	4	10	\$240,293	\$980,407	\$1,220,700	-396730	-282290	-\$114,440
2035	6	4	10	\$240,293	\$736,267	\$976,560	-427250	-358580	-\$68,670
2036	6	6	12	\$240,293	\$247,987	\$488,280	-465390	-473020	\$7,630
2037	6	6	12	\$240,293	\$247,987	\$488,280	-511170	-572200	\$61,030
2038	6	2	8	\$240,293	\$3,847	\$244,140	-518800	-617980	\$99,180
2039	6	4	10	\$240,293	\$736,267	\$976,560	-549320	-709530	\$160,210
2040	6	2	8	\$240,293	\$3,847	\$244,140	-595090	-778200	\$183,110
2041	6	6	12	\$240,293	\$736,267	\$976,560	-640870	-862120	\$221,250
2042	6	8	14	\$240,293	\$980,407	\$1,220,700	-671390	-915530	\$244,140
2043	6	2	8	\$240,293	\$1,224,547	\$1,464,840	-686650	-968930	\$282,280
2044	6	4	10	\$240,293	\$1,712,837	\$1,953,130	-701900	-984190	\$282,290
2045	6	4	10	\$240,293	\$736,267	\$976,560	-793460	-1083370	\$289,910
Total							\$7,713,310	-\$4,425,020	\$12,138,330
							\$30,518,414	is greater than	\$25,443,653
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

See Attachment D.

Board Finding Number 3.

The new qualifying jobs creation requirement under § 313.051(b) exceeds the industry standard for the number of employees reasonably necessary for the operation of the Applicant's facility described in the Application, and Applicant qualifies for a waiver of the new jobs requirement pursuant to § 313.025(f-1).

In support of this Finding, Applicant submitted information as Tab 12 to its Application regarding the industry standard for the number of jobs for a project with qualified property of this size and type. Tab 12 provides that for a project of the size and type described in the Application, the project will require less than ten (10) permanent jobs. According to the Applicant, the industry standard requires approximately one (1) full time position for every twenty (20) wind turbines, which is less than the requirements of §313.051(b). Applicant intends to install approximately 120 turbines within Tahoka ISD, with a total capacity of 300 MW. A copy of Tab 12 submitted with the Application is attached hereto as Attachment J. Applicant reported in its Application that it would create a total of six (6) new qualifying jobs to service and support a wind farm of approximately 300 MW (120 turbines), which is consistent with industry standards.

See also Attachments A (Tab), and D.

Board Finding Number 4.

The Applicant will create six (6) new qualifying jobs, which Applicant affirms will meet all of the requirements set out in Texas Tax Code §313.021(3), including: (1) at least 1,600 hours of work per year; (2) provision of group health benefit plan with at least 80% of the premium paid by Applicant; (3) pay an annual wage of \$40,049 (rounded to the nearest dollar), \$770 per week, an amount equal to at least 110% of the County average weekly wage for manufacturing jobs as defined under §313.021(5)(B); (4) are not created to replace a previous employee; and (5) are not transferred from another area of Texas to the project described the Application.

See Attachments A, D and J.

Board Finding Number 5.

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

In its application, Applicant indicates that it does not intend to create any non-qualifying jobs. But, for any non-qualifying job which the Applicant may create, the Applicant will be required to pay at least \$797 per week, the county average wage for all jobs in the County, in accordance with the provisions of Texas Tax Code §313.024(d). See Attachments A and D.

Board Finding Number 6.

The ability of the Applicant to locate the proposed renewable energy facility in another state or another region of this state is significant because of the highly competitive marketplace for electricity and economic development. Therefore, the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in Texas and Tahoka ISD.

See Attachment C.

In support of Finding Number 6, the Comptroller's Certificate states, "[t]he Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construction the project in this state." See Attachment C. The Economic Impact Analysis states:

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

- Per Tahoka Wind, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. "Without the tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease."
 - B. "Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project ... in order to reallocate resources in states with more favorable economics."

See Attachment D.

The Applicant also reports:

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. In addition to its projects in Texas, the developer is assessing or developing projects in Oklahoma, Nebraska, Indiana, Iowa, North Dakota, South Dakota, Montana, New Mexico, Arkansas, Alabama, and Mississippi. This appraised value limitation is critical to the ability of the Project to move forward in Tahoka ISD.

See Attachment A, Tab 5.

Board Finding Number 7.

The proposed limitation on appraised value for the qualified property is \$20,000,000.

The Comptroller's Minimum School District Limitation Values Report, effective January 1, 2017, provides that the District is a Subchapter C, Category 3 District, with a minimum limitation of \$20,000,000. See Attachments A and D.

Board Finding Number 8.

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

In support of this Finding, McDowell & Brown, LLC estimate in the District's Financial Impact Report, based on Tahoka Wind's Application, that the project would add \$335,787,200 to the tax base at the peak investment level for tax year 2019. This additional value is fully taxable for debt service taxes and can be used to meet any current or future debt needs. See Table I of Attachment E. See

also Schedule B of Attachment A, and Table 4 of Attachment D. In addition, the potential revenue gains from Supplemental Payments provided for in the proposed Agreement are estimated to be \$819,225. See Attachment H at Section 6.2.A and Table VI of Attachment E.

Board Finding Number 9.

The effect of the Applicant's proposal, if approved, is not expected to increase the District's instructional facility needs. Tahoka ISD can easily accommodate the projected student growth anticipated from Applicant's project with its existing facilities. However, possible increases in and/or changes to class size and personnel could cause the District to incur extraordinary education related expenses.

In support of this finding, the District's Financial Impact Report states:

Tahoka Wind, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that six full-time employees are expected. It is not known whether these would be new employees to the Tahoka ISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new six positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Tahoka ISD.

See Table VII of Attachment E. See also TEA's Facilities Impact Review Letter at Attachment F.

Board Finding Number 10.

The projected dollar amount of the maintenance and operations taxes that would be imposed on the qualified property for each year of the Agreement if the property does not receive a limitation on appraised value, based on the further depreciations of investment provided by Applicant, is shown in Table II of Attachment E (column labeled "Taxes w/o Agreement"), and is further based on the assumption that the projected total maintenance and operations tax rate and interest & sinking fund tax rate per \$100 in valuation in each year of the Agreement will be as indicated in Table II.

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2017-2018	1.17	0.419	0	0	0	0
2018-2019	1.17	0.423	0	0	0	0
2019-2020	1.12	0.110	3,760,817	3,536,817	(3,490,120)	46,697
2020-2021	1.17	0.115	3,614,643	3,380,643	0	3,380,643
2021-2022	1.17	0.122	3,325,687	3,091,687	0	3,091,687
2022-2023	1.17	0.129	3,059,835	2,825,835	0	2,825,835
2023-2024	1.17	0.136	2,815,238	2,581,238	0	2,581,238
2024-2025	1.17	0.143	2,590,198	2,356,198	0	2,356,198
2025-2026	1.17	0.150	2,383,151	2,149,151	0	2,149,151
2026-2027	1.17	0.157	2,192,657	1,958,657	0	1,958,657
2027-2028	1.17	0.164	2,017,393	1,783,393	0	1,783,393
2028-2029	1.17	0.172	1,856,141	1,622,141	0	1,622,141
2029-2030	1.04	0.179	1,518,028	0	0	0
2030-2031	1.17	0.185	1,571,282	0	0	0
2031-2032	1.17	0.192	1,445,696	0	0	0
2032-2033	1.17	0.199	1,330,149	0	0	0
2033-2034	1.17	0.205	1,223,840	0	0	0
Totals			34,704,755	25,285,759	(3,490,120)	21,795,640

See also Table 3 of Attachment D.

Board Finding Number 11.

The projected dollar amount of the maintenance and operations taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is discernible from Table II of Attachment E (subtracting the amounts in the column labeled “Tax Savings with Agreement” from the column labeled “Taxes w/o Agreement”), and is based on the assumption that the projected total maintenance and operations tax rate and interest and sinking fund tax rate per \$100 in valuation in each year of the Agreement will be as indicated in Table II.

[see table in on next page]

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2017-2018	1.17	0.419	0	0	0	0
2018-2019	1.17	0.423	0	0	0	0
2019-2020	1.12	0.110	3,760,817	3,536,817	(3,490,120)	46,697
2020-2021	1.17	0.115	3,614,643	3,380,643	0	3,380,643
2021-2022	1.17	0.122	3,325,687	3,091,687	0	3,091,687
2022-2023	1.17	0.129	3,059,835	2,825,835	0	2,825,835
2023-2024	1.17	0.136	2,815,238	2,581,238	0	2,581,238
2024-2025	1.17	0.143	2,590,198	2,356,198	0	2,356,198
2025-2026	1.17	0.150	2,383,151	2,149,151	0	2,149,151
2026-2027	1.17	0.157	2,192,657	1,958,657	0	1,958,657
2027-2028	1.17	0.164	2,017,393	1,783,393	0	1,783,393
2028-2029	1.17	0.172	1,856,141	1,622,141	0	1,622,141
2029-2030	1.04	0.179	1,518,028	0	0	0
2030-2031	1.17	0.185	1,571,282	0	0	0
2031-2032	1.17	0.192	1,445,696	0	0	0
2032-2033	1.17	0.199	1,330,149	0	0	0
2033-2034	1.17	0.205	1,223,840	0	0	0
Totals			34,704,755	25,285,759	(3,490,120)	21,795,640

See also Table 4 of Attachment D.

Board Finding Number 12.

Based upon the Applicant's certification that the Application is true and correct, the Comptroller's Economic Impact Analysis, the Comptroller's Certificate Decision, and the consultants' review of these and other documents, the Board has determined that the information provided by the Applicant in its Application is true and correct as submitted.

Upon acceptance of the Application, the District requested the Comptroller to undertake an economic impact evaluation and retained certain consultants to help the Board determine: (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 the economic incentives available are a determining factor; and, (5) the proposed project meets eligibility requirements for an Agreement under Tax Code Chapter 313.

As a part of its review process, the Board notes that the Application was submitted by Applicant under oath. Chapter 313 applications are governmental records under Tex. Penal Code §37.01(2)(A), and all representations contained therein are statements 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 Agreement (Attachment H) is an "official proceeding," a false statement in the Application would constitute perjury under Tex. Penal Code §37.03.

The Board finds that sworn statements are routinely relied upon by fact finders in official governmental proceedings. The Board further finds that reliance 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. See Attachments A, B, C and D.

Board Finding Number 13.

The Applicant (Taxpayer Id. 32061862382) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity.

See Attachments A, B and C.

Board Finding Number 14.

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’s efforts to ensure that the area remains designated as a reinvestment zone through the Final Termination Date of the Agreement.

See Attachment A (Tabs 11 and 16).

Board Finding Number 15.

The Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment H, meets all the requirements set out in Texas Tax Code §313.027, including adequate and appropriate revenue protection provisions for the District.

In support of this Finding and based on the information provided and verified by Applicant in its Application, the District’s Financial Impact Analysis demonstrates that the District will incur a revenue loss during tax year 2019. However, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District as set out in the Agreement. See Table II in Attachment E, and proposed Agreement, Article IV, at Attachment H.

Board Finding Number 16.

The Board finds that all conflicts of interest known at the time of its consideration of the Agreement have been disclosed.

In support of this Finding, the Board finds that it has taken appropriate action to ensure that all District Trustees and the Superintendent have disclosed any potential conflicts of interest, and that disclosures for all existing conflicts have been made, and disclosures will be made if any additional conflict of interest is discovered or arises in the future, in compliance with the requirements of Texas Local Government Code.

The Board further finds that it has taken appropriate action to ensure that all District employees and/or consultants have disclosed any potential conflicts of interest, and that disclosures will be made if any conflict of interest is discovered or arises in the future, in compliance with the requirements of Texas Local Government Code.

Board Finding Number 17.

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

Board Finding Number 18.

The Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment H, is in the form of the template Texas Economic Development Act Agreement adopted by the Comptroller, as of January 24, 2016, and the Comptroller has verified that the Agreement complies with the provisions of Chapter 313 of the Texas Tax Code and 34 T.A.C. Chapter 9, Subchapter F.

See Attachment I.

IT IS THEREFORE ORDERED, that all of the Findings above, including the recitals and statements set out in the Preamble herein, are adopted and approved as the Findings of the Tahoka Independent School District Board of Trustees, and the Board of Trustees has made the above factual Findings in accordance with the Texas Tax Code § 313.025(e) and Texas Administrative Code 34, Chapter 9, subchapter F; and,

IT IS FURTHER ORDERED that the Application attached hereto as Attachment A is hereby APPROVED; and,

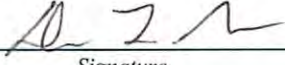
IT IS FURTHER ORDERED that the new jobs requirement pursuant to § 313.051(b) is hereby WAIVED; and,

IT IS FURTHER ORDERED that the Agreement attached hereto as Attachment H is APPROVED contemporaneously with these Findings and is hereby authorized to be executed and delivered by the Trustees whose signatures appear below on behalf of the Tahoka Independent School District, along with a copy of the these Findings, which shall be binding upon the parties upon receipt of an executed original of the Agreement from Applicant; and,

IT IS FURTHER ORDERED that these Findings and the Attachments referenced herein be made a part of the official minutes of this meeting, and maintained in the permanent records of the Tahoka Independent School District Board of Trustees.

Dated this 8th day of June, 2017.

Tahoka Independent School District

By 
Signature

DREW L. STONE - V. P.
Printed Name and Title

Attest:

By 
Signature

Douglas Green
Printed Name and Title

LIST OF ATTACHMENTS

<i>Attachment</i>	<i>Description</i>
A	Application and Comptroller's Completeness Letter
B	Franchise Tax Certificate of Account Status
C	Comptroller's Certificate Letter
D	Comptroller Economic Impact Analysis
E	District's Financial Impact Analysis
F	TEA's Facilities Impact Letter
G	Comptroller's 2016 Property Value Study Report
H	Proposed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes
I	Comptroller's May 23, 2017 Agreement Review Letter
J	Job Waiver Request



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

March 30, 2017

George McFarland
Superintendent
Tahoka Independent School District
2129 N. Main St.
Tahoka, Texas 79373

Re: Application for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes
by and between Tahoka Independent School District and Tahoka Wind, LLC, Application 1181

Dear Superintendent McFarland:

On March 14, 2017, the Comptroller's office received Tahoka Wind, LLC's (applicant) application for a limitation on appraised value (Application 1181) from Tahoka Independent School District (school district).

The purpose of this letter is to inform you that the Comptroller's office has reviewed the submitted application and determined that it includes the information necessary to be determined as complete on March 30, 2017.

Texas Tax Code §313.025(d) directs the Comptroller's office to issue a certificate for a limitation on the appraised value of the property, or provide the governing body of the school district with a written explanation of the Comptroller's decision to not issue a certificate no later than the 90th day after receiving the completed application. The requirements to determine eligibility and to issue a certificate for a limitation do not begin until an application is complete as determined by this agency. The Comptroller's office will move forward with our economic impact evaluation and will send a letter of determination to the school district and the applicant.

This letter does not constitute a review of the application under Section 313.025(h) to determine if the project meets the requirements of Section 313.024 for eligibility for a limitation on appraised value. Likewise, this letter does not address the determinations required under Section 313.026(c).

Should you have any questions, please contact Michelle Luera with our office. She can be reached by email at michelle.luera@cpa.texas.gov or by phone toll-free at 1-800-531-5441, ext. 3- 6053 or at 512-463- 6053.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Fred Stormer, Underwood Law Firm, P.C.
Philip Moore, Lincoln Clean Energy, LLC
David Sewell, Stahl, Bernal, Davies, Sewell & Chavarria, LLP

Tahoka Wind, LLC

**Application for Appraised Value
Limitation on Qualified Property**

Presented to Tahoka ISD

March 9, 2017



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

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

SECTION 1: School District Information

1. Authorized School District Representative

3/9/2017

Date Application Received by District

George

McFarland

First Name

Last Name

Superintendent

Title

Tahoka Independent School District

School District Name

2129 N. Main St.

Street Address

2129 N. Main St.

Mailing Address

Tahoka

Texas

79373

City

State

ZIP

806-561-4105

806-561-4160

Phone Number

Fax Number

gmcfarland@tahokaisd.org

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 • 05-14/2

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

<u>Fred</u>	<u>Stormer</u>
First Name	Last Name
<u>Attorney</u>	
Title	
<u>Underwood Law Firm, P.C.</u>	
Firm Name	
<u>806-379-0306</u>	<u>806-379-0316</u>
Phone Number	Fax Number
	<u>Fred.Stormer@uwlaw.com</u>
	Email Address
<u>Mobile Number (optional)</u>	

4. On what date did the district determine this application complete? March 14, 2017
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>Philip</u>	<u>Moore</u>
First Name	Last Name
<u>Vice President - Development</u>	<u>Lincoln Clean Energy, LLC</u>
Title	Organization
<u>401 N. Michigan Avenue, Suite 501</u>	
Street Address	
<u>401 N. Michigan Avenue, Suite 501</u>	
Mailing Address	
<u>Chicago</u>	<u>Illinois</u>
City	State
<u>512-767-7461</u>	<u>60611</u>
Phone Number	ZIP
	<u>Fax Number</u>
	<u>pmoore@lincolnclean.com</u>
<u>Mobile Number (optional)</u>	Business Email Address

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

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

<u>Eric</u>	<u>Barnett</u>
First Name	Last Name
<u>Development Director</u>	<u>Lincoln Clean Energy, LLC</u>
Title	Organization
<u>812 San Antonio, Suite 530</u>	
Street Address	
<u>812 San Antonio, Suite 530</u>	
Mailing Address	
<u>Austin</u>	<u>Texas</u>
City	State
<u>512-484-4613</u>	<u>78701</u>
Phone Number	ZIP
	<u>Fax Number</u>
	<u>ebarnett@lincolnclean.com</u>
<u>Mobile Number (optional)</u>	Business Email Address

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)

David

Sewell

First Name

Last Name

Attorney

Title

Stahl, Bernal, Davies, Sewell & Chavarria, LLP

Firm Name

(512) 346-5558

(512) 346-2712

Phone Number

Fax Number

dsewell@sbaustinlaw.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? Tahoka Wind, LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32061862382
3. List the NAICS code 221115
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☐ Yes ☒ No
- 4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

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

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

☒ Land has no existing improvements
☐ Expansion of existing operation on the land (*complete Section 13*)

☐ Land has existing improvements (*complete Section 13*)
☐ Relocation within Texas

SECTION 8: Limitation as Determining Factor

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

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

Application for Appraised Value Limitation on Qualified Property



SECTION 9: Projected Timeline

1. Application approval by school board 6/1/2017
2. Commencement of construction Q4 2017
3. Beginning of qualifying time period 6/1/2017
4. First year of limitation 2019
5. Begin hiring new employees Q4 2018
6. Commencement of commercial operations Q4 2018
7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? ☐ Yes ☒ No
Note: Improvements made before that time may not be considered qualified property.
8. When do you anticipate the new buildings or improvements will be placed in service? Q4 2018

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Lynn County, Texas
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Lynn CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Lynn County, \$0.89, 100% n/a
(Name, tax rate and percent of project)
 Hospital District: Lynn County Hospital, \$0.2922, 100% n/a
(Name, tax rate and percent of project)
 Other (describe): n/a High Plains UWD, \$.0075, 100%
(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? 10,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 20,000,000.00
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? ☒ Yes ☐ No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 7);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (Tab 7); and
 - c. a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (Tab 11).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? ☒ Yes ☐ No

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

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): \$ 0.00
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.

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 2016
(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? 6
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 797.00
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 870.93
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 770.17
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? 40,048.80
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 40,048.80
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? ☐ Yes ☒ No
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? ☐ Yes ☒ No
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

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

Application for Appraised Value Limitation on Qualified Property

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 tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period 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>

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

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

Tab Item 3

Documentation of Combined Group Membership under Texas Tax Code 171.0001(7)

Documentation from Texas Comptroller's Franchise Tax Division to demonstrate combined group membership:

1. Tahoka Wind, LLC is a Delaware Limited Liability Company formed on October 17, 2016. Tahoka Wind, LLC has not been required to file a franchise tax report to date.
2. Tahoka Wind, LLC is registered in the State of Texas as a foreign limited liability company, File Number 802566368, in the Office of the Secretary of State. Taxpayer number 32061862382.
3. Tahoka Wind, LLC has one member with 100% ownership, Lincoln Clean Energy, LLC, which is registered in the State of Texas as a foreign limited liability company, File Number 0802369618, in the Office of the Secretary of State. Taxpayer number 32059303761.
4. Contact information for Tahoka Wind, LLC is as follows: Contact:

Philip Moore

Phone: (512) 767-7461

Email: pmoore@lincolnclean.com
5. In addition, we have attached Form 05-165 (Texas Franchise Tax Extension Affiliate List) for Lincoln Clean Energy, LLC. Lincoln Clean Energy, LLC's affiliates are: Willow Springs Windfarm, LLC; Dermott Wind, LLC; TX Windwood Wind, LLC; Lockett Windfarm, LLC; Sandsage Solar, LLC, Stanorah Solar, LLC; Shawnee Energy Center, LLC; Rockwood Energy Center, LLC; TX Nazareth Solar, LLC; Lincoln Clean Energy Development, LLC; St. Lawrence Solar, LLC; Staked Plains Energy, LLC; Wayside Wind, LLC.

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

Tab Item 4

Detailed Description of the Project

Provide 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.

Tahoka Wind, LLC ("Tahoka Wind") is requesting a Chapter 313 Appraised Value Limitation Agreement from Tahoka ISD for a proposed renewable energy project using wind turbines (the "Project") to be constructed in Tahoka ISD in Eastern Lynn County. The installed capacity of the proposed project is expected to be approximately 300 megawatts (MW). While turbine type and size have yet to be finalized, the current plan is to utilize approximately one-hundred and twenty (120) GE 2.5 MW wind turbine generators with 89m towers and rotors of 127m rotor diameter. The Project is anticipated to cover approximately 50,000 acres of privately-owned land, all currently used as farmland or pasture, and such uses can continue as the Project is designed to be compatible with such activities. Construction of the Project is expected to commence in December 2017, and is anticipated to be complete in the fourth quarter of 2018. In addition to the wind turbines, the Project will also include an operations and maintenance building, underground electrical collection cables, meteorological towers, a substation and an overhead transmission line that will connect the project substation to a substation owned by Sharyland Utilites (the Point of Interconnection). None of this property is covered under an existing appraisal district account number.

This Project is expected to have a useful life of 30 years or more.

Approximately 200 construction workers are anticipated at peak of construction activity, and approximately 6 permanent full time workers are anticipated for the plan management and operations and maintenance functions for the entire project.

Tab Item 5

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

Tahoka Wind, LLC ("Tahoka Wind") is a Delaware limited liability company. Tahoka Wind has one member with 100% ownership, Lincoln Clean Energy, LLC ("LCE"). LCE has successfully developed projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project.

In order for the Project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2016. This work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though foundations were not installed) and installation of 2,000 linear feet of road connecting two foundation holes. These pre-construction activities were not deemed to have created taxable improvements by the Lynn County Central Appraisal District and no tax bill was delivered. The pre-construction activities did not result in the creation of any Qualified Property.

The Applicant's completion of this minor amount of PTC qualification work does not, either legally or financially commit it to constructing the Project in Lynn County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. In addition to its projects in Texas, the developer is assessing or developing projects in Oklahoma, Nebraska, Indiana, Iowa, North Dakota, South Dakota, Montana, New Mexico, Arkansas, Alabama, and Mississippi. This appraised value limitation is critical to the ability of the Project to move forward in Tahoka ISD.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this Project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.

Tab Item 6

100% of the Project is anticipated to be located within Tahoka ISD

Tab Item 7

Description of Qualified Investment

Tahoka Wind, LLC plans to construct a 300 MW wind farm in Lynn County within the boundaries of Tahoka ISD consisting of 120 turbines.

The applicant is requesting an appraised value limitation on all of the qualified investment and the qualified property constructed or placed upon the real property within Tahoka ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.5 MW turbines. The qualified investment in Tahoka ISD is expected to include approximately one-hundred and twenty (120) GE 2.5 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, spare parts and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Eastern part of Lynn County. The map in Tab 11 shows the preliminary turbine locations. The exact placement of these turbines, as well the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition the wind turbines, the Project will also include an operations and maintenance building that will likely be located in the approximate center of the Project. It is also shown on the map in Tab 11. The Project will also require underground electrical collection cables, permanent meteorological towers, a Project collector substation, and an overhead transmission line connecting the Project collector substation to the Point of Interconnection. The proposed locations of the Project's collector substation and transmission line, as well as the location of the Point of Interconnection, are shown on the map in Tab 11.

Tab Item 8

Description of Qualified Property

See Tab Item 7. The Qualified Property Description is the same as the Qualified Investment.

Tab Item 9

Description of Land

LEGAL DESCRIPTION: BEING APPROXIMATELY 234,222 ACRES OF LAND AND BEING ALL OF AND/OR ANY PORTIONS OF SECTIONS: 1, A-1456, 2, A-1459, 3, A-154, 4, A-588, 9, A-157, 10, A-586, 11, A-1457 AND 12, A-1461, BLOCK 10, E.L. & R.R. RR Co. SURVEY, 389, A-1489, 390, A-1518, 391, A-371, 392, A-1504, 395, A-165, 396, A-589, 397, A-1490, 398, A-1494, 399, A-1488, 400, A-1505, 401, A-193, 402, A-1063, 403, A-33, 404, 1513, 431, A-167 AND 432, A-1021, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 437, A-56, 438, A-574, 439, A-205, 440, A-460, 440, A-1014, 441, A-191 AND 442, A-1012, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 275, A-1492, 276, A-1483, 2, A-1518, 1359, A-1486 AND 1360, A-1511, E.L. & R.R. RR Co. SURVEY, 1331, A-338 AND 1332, A-961, D. & S.E. RR Co. SURVEY, 1, A-1068, BLOCK H, E.L. & R.R. RR Co. SURVEY, 1, A-132, 2, A-1295, 2, A-1170, 2, A-672, 2, A-1468, 2, A-1186, 2, A-1435, 49, A-176, 443, A-36, 444, A-1013, 445, A-35, 446, A-488, 447, A-38, 448, A-1447, 448, 787, 448, A-1183, 448, 1239, 449, A-44, 450, A-808, 450, A-1416, 450, A-1070, 450, A-1415, 451, A-45, 452, A-1425, 452, A-1496, 452, A-785, 452, A-STATE, 453, A-46, 454, A-1335, 454, A-1164, 454, A-1050, 455, A-47, 456, A-587, 457, A-43, 458, A-1236, 458, A-1232, 459, A-48, 460, A-805, 461, A-49, 462, A-717, 462, A-1159, 462, A-1051, 463, A-42, 464, A-1022, 464, A-841, 465, A-41, 466, A-843, 466, A-1332, 467, A-50, 468, A-758, 469, A-37, 471, A-23, 472, A-759, 472, A-1034, 472, A-1119, 473, A-22, 474, A-1030, 474, A-760, 476, A-1476, 476, A-722, 477, A-10, 478, A-724, 479, A-11, 480, A-1117, 480, A-849, 481, A-20, 482, A-846, 482, A-1083, 482, A-1128, 482, A-1106, 482, A-1108, 482, A-1221, 482, A-1266, 482, A-1079, 483, A-21, 485, A-39, 486, A-1145, 486, A-725, 486, A-1056, 490, A-757, 493, A-18, 494, A-850, 494, A-1408, 494, A-1172, 495, A-19, 496, A-1219, 496, A-851, 497, A-13, 498, A-1285, 498, A-820, 498, A-1258, 498, A-1264, 499, A-14, 500, A-818, 503, A-25, 504, A-560, 505, A-26, 506, A-723, 507, A-27, 508, A-954, 509, A-28, 1361, A-40, 1405, A-1484, 1406, A-1512, 1407, A-1058, 1408, A-1074, 1409, A-1059, 1410, A-608, 1411, A-9, 1412, A-606, 1415, A-1060, 1416, A-679, 1417, A-1061, 1418, A-1075, 1419, A-1485 AND 1420, A-1500, BLOCK 1, E.L. & R.R. RR Co. SURVEY, 1413, A-200, 1414, A-461, 1425, A-198, 1426, A-462, 1427, A-199 AND 1428, A-463, BLOCK 18, E.L. & R.R. RR Co. SURVEY, 501, A-67, 502, A-695, 502, A-1111, 502, 1122, 503, A-63, 504, A-1004, 504, A-989, 504, A-1003, 505, A-64, 506, A-938, 506, A-1072, 506, A-1557, 506, A-1169, 506, A-753, 507, A-66, 508, A-1185, 508, A-673, 515, A-70, 516, A-710, 517, A-71, 518, A-1311, 518, A-753, 518, 1255, 519, A-69, 520, A-792, 521, A-72, 522, A-793, 529, A-65, 530, A-1521, 530, A-1550, 530, A-1529 AND 530, A-709, BLOCK 1, G.C. & S.F. RR Co. SURVEY, 223, A-275 AND 224, A-547, BLOCK 2, G.B. & C.N.G. RR Co. SURVEY, 1, A-312, 2, A-533, 3, A-315, 4, A-534, 5, A-313, 9, A-316 AND 10, A-535, BLOCK 2, L. & S.V. RR Co. SURVEY, 433, A-57, BLOCK 3, JOHN H. GIBSON SURVEY, 434, A-727, 434, A-1005 AND 434, A-1127, JOHN H. GIBSON SURVEY, 1, A-806, 1, A-337 AND 1, A-1377, D. & S.E. RR Co. SURVEY, 99, A-341 AND 100, A-825, BLOCK 3, D. & S.E. RR Co. SURVEY, 101, A-124, 102, A-1314, 102, A-788 AND 102, A-1477, BLOCK 3, D. & W. RR Co. SURVEY, 103, A-171, 104, A-807 AND 104, A-1417, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 1362, A-1089, BLOCK 11, E.L. & R.R. RR Co. SURVEY, 404, A-1509, 406, A-1509, 551, A-89, 552, A-1095, 553, A-101, 554, A-1035, 559, A-86, 560, A-1071, 1421, A-1514, 1422, A-651, 1429, A-324 AND 1430, A-464, T.T. RR Co. SURVEY, 555, A-83, 556, A-

502, 557, A-82 AND 558, A-557, T. & N.O. RR Co. SURVEY, 1323, A-1499, 1324, A-1503, 1365, A-1047, 1366, A-1096, 1367, A-1, 1368, A-1097, 1369, A-3, 1370, A-1087, 1371, A-2 AND 1372, A-1064, BLOCK 1, B.S. & F. SURVEY, 1321, A-322, 1322, A-1086, 1373, A-1073 AND 1374, A-1501, BLOCK 1, H. & O.B. RR Co. SURVEY, 561, A-81 AND 562, A-503, T. & N.O. RR Co. SURVEY, 601, A-268, 602, A-591, 603, A-269, 604, A-669, 605, A-68 AND 606, A-590, BLOCK 2, G.C. & S.F. RR Co. SURVEY, 527, A-204, 528, A-690, 528, A-1465, 557, A-192, 558, A-774, 558, A-1175, 559, A-55, 560, A-1309, 560, A-703, 560, A-1300, 560, A-1302 AND 560, A-1303, BLOCK 2, E.L. & R.R. RR Co. SURVEY, 301, A-53 AND 302, A-544, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 303, A-73, 304, A-492, 305, A-76, 306, A-465, 309, A-75 AND 310, A-466, BLOCK 3, G.C. & S.F. RR Co. SURVEY, 307, A-282, 308, A-1330, 308, A-809 AND 308, A-1274, BLOCK 3, H. & O.B. RR Co. SURVEY, 201, A-109, 202, A-763, 203, A-102, 204, A-1410, 204, A-761, 204, A-1440, 205, A-91, 206, A-764, 207, A-97, 208, A-1331, 208, A-730, 208, A-1294, 208, A-1299, 209, A-92, 210, A-761, 210, A-1410, 210, A-732, 211, A-100, 212, A-762, 213, A-110, 214, A-1317, 214, A-1018 AND 214, A-735, BLOCK 4, T.T. RR Co. SURVEY, 1, A-544, 2, A-1375, 2, A-942, 2, A-1215, 3, A-151, 4, A-952, 4, A-1123, 5, A-142, 6, A-815, 6, A-1341, 7, A-152, 8, A-1208, 8, A-860, 8, A-1540, 8, A-1554, 9, A-153, 10, A-991, 10, A-1053, 10, A-733, 11, A-144, 12, A-1351, 12, A-1355, 12, A-1482, 12, A-861, 13, A-143, 14, A-795, 15, A-145, 16, A-1406, 16, A-1404, 16, A-731, 16, A-1405, 17, A-146, 18, A-736, 18, A-1273, 19, A-147, 20, A-737, 20, A-992, 20, A-1131, 21, A-148, 22, A-1353, 22, A-749, 22, A-1048, 23, A-149, 24, A-1139, 24, A-796, 24, A-1124, 25, A-266, 26, A-1346, 26, A-797, 26, A-1218, 27, A-219, 28, A-930, 35, A-222, 36, A-1467, 36, A-1545, 36, A-931, 37, A-223, 38, A-928, 39, 212, 40, A-901, 81, A-172, 82, A-506, 222, A-543 AND 1274, A-474, BLOCK 8, E.L. & R.R. RR Co. SURVEY, 405, A-288 AND 406, A-784, BLOCK 9, H.E. & W.T. RR Co. SURVEY, 410, A-827, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 3, A-457, 221, A-134, 223, A-136, 224, A-545 AND 1273, A-1276, E.L. & R.R. RR Co. SURVEY, 27, A-177, 28, A-1126, 28, A-1436, 28, A-655, 41, A-259, 42, A-798, 42, A-1148 AND 42, 1147, BLOCK H, E.L. & R.R. RR Co. SURVEY, 39, A-296 AND 40, A-738, BLOCK 18, H.E. & W.T. RR Co. SURVEY, 563, A-8 AND 564, A-584, BROOKS & BURLESON SURVEY, 565, A-116, A.B. & M. SURVEY, 1, A-402, 2, A-964, 2, A-702 AND 2, A-1228, BLOCK Q, H.E. & W.T. RR Co. SURVEY, 3, A-133, 4, A-842, 4, A-1270 AND 4, A-1233, BLOCK Q, E.L. & R.R. RR Co. SURVEY, 1, A-321, BLOCK RT, R.T. CO. SURVEY, 1, A-1025, 1, A-1390, 1, A-1000, 1, 1032, 1, A-1376, BLOCK MH, S.N.M.C.D. SURVEY, 1, A-284, 2, A-1389, 2, A-1392, 2, A-1393, 2, A-1246, 2, A-1387, 2, A-1385, 2, A-681, 2, A-1382, 3, A-285, 4, A-1112, 4, A-694, 4, A-1324, 4, A-1356, 5, A-286, 6, A-680 AND 6, A-1379, BLOCK 1, H.E. & W.T. RR Co. SURVEY, 5, A-163, 6, A-687, 7, A-162, 8, A-648, 9, A-161, 16, A-854, 17, A-267 AND 18, A-688, BLOCK 7, E.L. & R.R. RR Co. SURVEY, 3, A-400 AND 4, A-646, BLOCK D20, G.W.T. & P. RR Co. SURVEY, 5, A-438 AND 6, A-647, BLOCK D20, W.T. RR Co. SURVEY, 23, A-401, 24, A-1008, 24, A-1527, 24, A-1357, 24, A-715, 24, A-1427 AND 24, A-1556, H.E. & W.T. RR Co. SURVEY, 12, A-1191, 12, A-979, 12, A-1100, 13, A-1301, 13, A-854, 14, A-1179, 14, A-1263, 14, A-1182, 14, A-812, 15, A-1305, 15, A-814, 15, A-1298, 15, A-1304, 16, A-996, 16, A-816, 16, A-1381, 16, A-STATE, 17, 1340, 17, A-1391, 17, A-1386, 17, A-1383 AND 18, A-1267, BLOCK D23, PUBLIC SCHOOL LAND SURVEY, 1251, A-1272, 1252, A-650, 1257, A-1237, 1258, A-649, A.B. & M. SURVEY, 1, A-271, 2, A-1153, 2, A-697, 2, A-1297, 2, A-1155, 2, A-1154 AND 12, A-667, BLOCK L, G.W.T. & P. RR Co. SURVEY, 3, A-310, 4, A-1141, 4, A-1316, 4, A-660, 4, A-1313, 5, A-309, 6, A-1105, 6, 682 AND 6, 1394, BLOCK L, I. RR Co. SURVEY, 7, A-4, 8, A-

626, 11, A-272, 15, A-6, 16, A-668, 259, A-122, 260, A-927, 260, A-1031, 261, A-120, 262, A-659, 263, A-121 AND 264, A-862, BLOCK L, B.S. & F. SURVEY, 17, A-439, 18, 1039, 18, A-1243, 18, A-899 AND 18, A-1167, BLOCK L, D. & S.E. RR Co. SURVEY, 1, A-1279 AND 2, A-456, JASPER HAYS SURVEY, 1263, A-1277, 1264, A-614, 1265, A-1241 AND 1266, A-615, JOHN H. GIBSON SURVEY, 1, A-60, 2, A-1265, 2, A-1259, 2, A-801, 2, A-1261, 13, A-61 AND 14, A-638, BLOCK J, G.W.T. & P. RR Co. SURVEY, 3, A-34, 4, A-625, 15, A-131, 16, A-844, 17, A-52, 18, A-800, 18, A-1203, 18, A-1033, 19, A-51, 20, A-800, 20, A-1528, 20, A-696, 20, A-1433 AND 20, A-1531, BLOCK J, E.L. & R.R. RR Co. SURVEY, 5, A-80 AND 6, A-628, BLOCK J, H. & W. SURVEY, 7, A-270 AND 8, A-639, JOHN H. GIBSON SURVEY, 9, A-119 AND 10, A-363, BLOCK J, B.S. & F. SURVEY, 11, A-115 AND 12, A-637, BLOCK J, A.C.H. & B. SURVEY, 1271, A-1271, 1272, A-612, 1272, A-1250 AND 1272, A-1315, A.B. & M. SURVEY, 9, A-1388, 10, A-1275, 12, A-1116, 13, A-306, 14, A-613, 14, A-1225, 15, A-261 AND 32, A-1322, BLOCK 24, H.E. & W.T. RR Co. SURVEY, 1, A-125, 2, A-1506, 3, A-597, 4, A-616, 5, A-127, 6, A-1336, 6, A-1319, 8, A-627, 9, A-126 AND 10, A-1115, BLOCK O, D. & W. RR Co. SURVEY, 7, A-605, BLOCK O, S. & M. SURVEY, 36, A-1326, 36, A-1325 AND 37, A-1296, BLOCK 24, C.A. JOPLIN SURVEY, AND 1, A-170 AND 2, A-642, BLOCK M, A.L. & R.R. RR Co. SURVEY, AND LEAGUES: 1, A-114, 3, A-112, AND 4, A-113, WILSON COUNTY SCHOOL LAND SURVEY, ALL LYING IN AND BEING SITUATED OUT OF LYNN COUNTY, TEXAS: SAID 234,222 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of the common line of Garza County, Texas and said Lynn County with the north line of Borden County, Texas for the southeast corner hereof and having an approximate Latitude and Longitude of 32.9611° and 101.5575°;

THENCE North 87°49'09" West a distance of 14800.40 feet along the common line of said Borden and Lynn Counties to a point for an ell corner hereof and having an approximate Latitude and Longitude of 32.9614° and 101.6057°;

THENCE North 02°01'50" East a distance of 26429.58 feet crossing said Section 9, A-157, Section 4, A-588, Section 396, A-589, Section 431, A-167 and Section 438, A-574 to a point at or near the common line of said Section 438 and Section 437, A-56 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0341° and 101.6052°;

THENCE North 87°59'33" West a distance of 63533.34 feet generally along the south lines of said Section 437, Section 440, A-1014, Section 439, A-205, Section 434, A-1127 and A-1005, Section 101, A-124, Section 406, A-784, Section 405, A-288, Section 410, A-827, Section 17, A-146, Section 18, A-736, Section 19, A-147, Section 20, A-1131, A-992 and A-737, and Section 21, A-148 to a point at or near the common line of said Section 21 and Section 28, A-930 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0348°,

and 101.8125°;

THENCE South 01°47'54" West a distance of 5291.17 feet crossing said Section 28 to a point at or near the south line of said Section 28 for an ell corner hereof;

THENCE North 88°10'20" West a distance of 7130.11 feet generally along the south line of said Section 28 and Section 27, A-219 to a point at or near the common line of said Section 27 and Section 35, A-222 for an interior corner hereof;

THENCE South 01°48'51" West a distance of 7150.57 feet crossing said Section 35 and Section 40, A-901 to a point for an ell corner hereof and having an approximate Latitude and Longitude of 33.0006° and 101.8358°;

THENCE North 88°01'41" West a distance of 17885.32 feet crossing said Section 40, Section 39, A-212, Section 38, A-928 and Section 27, A-177 to a point at or near the west line of said Section 27 for the southerly southwest corner hereof and having an approximate Latitude and Longitude of 33.0008° and 101.8941°;

THENCE North 01°23'15" East a distance of 2356.93 feet generally along the west line of said Section 27 and Section 28, A-1126 to a point at or near the northeast corner of Section 26, Block H, EL & RR RR Co. Survey, A-1423 for an interior corner of said Section 28 and hereof;

THENCE North 87°43'53" West a distance of 226.05 feet generally along the common line of said Section 28 and 28 to a point at or near the westerly southwest corner of said Section 28 for an ell corner hereof;

THENCE North 01°59'22" East a distance of 15849.85 feet generally along the west line of said Section 28, A-1126 and A-1436, Section 41, A-259 and Section 42, A-798 and A-1148 to a point at or near the northwest corner of said A-1148 and an ell corner hereof;

THENCE South 87°43'16" East a distance of 102.02 feet generally along the north line of said A-1148 to a point at or near the southwest corner of said Section 49, A-176 for an interior corner hereof;

THENCE North 02°23'40" East a distance of 31585.79 feet generally along the west line of said Section 49, Section 40, A-738, Section 39, A-296, Section 82, A-506, Section 10, A-535, and Section 3, A-315 to a point at or near the northwest corner of said Section 3 for an angle point hereof;

THENCE North 01°45'26" East a distance of 15944.67 feet generally along the west line of said Section 4, A-534, Section 5, A-313 and Section 309, A-75 to a point at or near the northwest corner of said Section 309 for the westerly northwest corner hereof and having an approximate Latitude and Longitude of 33.1815° and 101.8936°;

THENCE South 87°40'52" East a distance of 21310.45 feet generally along the north line of said Section 309, Section 310, A-466, Section 565, A-116 and Section 563, A-8 to a point at or near

the northeast corner of said Section 563 for an ell corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.8239°;

THENCE South 01°51'15" West a distance of 10602.69 feet generally along the east line of said Section 563 and Section 564, A-584 to a point at or near the northeast corner of said Section 223, A-275 for an interior corner hereof;

THENCE South 87°40'11" East a distance of 5364.04 feet generally along the north line of said Section 224, A-547 to a point at or near the northeast corner of said Section 224 for an ell corner hereof;

THENCE South 01°39'20" West a distance of 10640.57 feet generally along the east line of said Section 224 and Section 304, A-492 to a point at or near the northeast corner of said Section 301, A-53 for an interior corner hereof;

THENCE South 87°55'57" East a distance of 10610.55 feet generally along the north line of said Section 490, A-757 and Section 205, A-91 to a point at or near the northwest corner of said Section 471, A-23 for an interior corner hereof;

THENCE North 01°57'21" East a distance of 21370.50 feet generally along the west line of said Section 469, A-37, Section 476, A-722 and A-1478, Section 483, A-21 and Section 493, A-18 to a point at or near the common corner of Section 491, Block 1, EL & RR RR Co. Survey, A-17 and said Section 500, A-818, Section 499, A-14 and Section 493, A-18 and an interior corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.7715°;

THENCE North 88°04'20" West a distance of 5327.73 feet generally along the south line of said Section 500 to a point at or near the southwest corner of said Section 500 for an ell corner hereof;

THENCE North 01°54'27" East a distance of 5329.35 feet generally along the west line of said Section 500 to a point at or near the northwest corner of said Section 500 for an angle point hereof;

THENCE North 17°47'07" East a distance of 11117.21 feet crossing said Section 503, A-25 and Section 509, A-28 to a point at or near the north line of said Section 509 for an ell corner hereof and having an approximate Latitude and Longitude of 33.2251° and 101.7788°;

THENCE South 87°59'55" East a distance of 18237.61 feet generally along the north line of said Section 509, Section 508, A-54, Section 507, A-27 and Section 1, A-321 to a point at or near the northwest corner of said Section 508, A-1185 for an interior corner hereof;

THENCE North 01°44'55" East a distance of 15867.28 feet generally along the west line of said Section 1, A-1032 and A-1025, Section 9, A-161 and Section 16, A-854 to a point at or near the southwest corner of said Section 3, A-400 for an interior corner hereof and having an approximate Latitude and Longitude of 33.2685° and 101.7192°;

THENCE North 88°12'26" West a distance of 15902.78 feet generally along the south line of said Section 4, A-646, Section 23, A-401 and Section 24, A-1556, A-715 and A-1357 to a point at or near the southwest corner of said A-1357 for an ell corner hereof;

THENCE North 02°21'57" East a distance of 7880.88 feet generally along the west line of said Section 24, A-1357 and A-1008 and Section 6, A-647 to a point at or near the northwest corner of said Section 6 for an angle point hereof and having an approximate Latitude and Longitude of 33.2902° and 101.7710°;

THENCE North 50°01'47" East a distance of 5127.04 feet crossing said Section 12, A-1191 and A-979, Section 18, A-1267 and League 3, A-112 to a point for an angle point hereof;

THENCE South 79°27'34" East a distance of 4085.72 feet crossing said League 3 to a point at or near the intersection of the common line of said League 3 and Section 18, A-1267 and U.S. Highway 87 for an angle point hereof;

THENCE North 44°39'15" East a distance of 13436.41 feet generally along said highway and crossing said League 3, and League 4, A-113 to a point for an interior corner hereof and having an approximate Latitude and Longitude of 33.3249° and 101.7153°;

THENCE North 01°35'45" East a distance of 25057.02 feet crossing said League 4, League 1, A-114, Section 2, A-642 and Section 32, A-1322 to a point at or near the common line of Lubbock County, Texas and said Lynn County for the northerly northwest corner hereof and having an approximate Latitude and Longitude of 33.3938° and 101.7155°;

THENCE South 88°50'51" East a distance of 48454.80 feet generally along said common county line to a point at or near the common corner of Crosby County, Texas and said Garza, Lynn and Lubbock Counties for the northeast corner hereof and having an approximate Latitude and Longitude of 33.3951° and 101.5568°;

THENCE generally along the common line of said Garza and Lynn Counties the following five (5) calls:

1. South 01°47'10" West a distance of 50448.57 feet to a point for an angle point;
2. South 01°50'22" West a distance of 27318.21 feet to a point for an angle point;
3. South 01°43'50" West a distance of 48382.52 feet to a point for an angle point;
4. South 01°27'15" West a distance of 5315.79 feet to a point for an angle point;
5. South 01°39'09" West a distance of 26438.87 feet to the **POINT OF BEGINNING** and containing 234,222 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 Latitude (North) and Longitude (West) and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.

Tab Item 10

Description of all property not eligible to become qualified property

NONE.

Applicant completed a minor amount of pre-construction work in 2016 at the Project site in order to qualify the Project for the federal income tax Production Tax Credit in accordance with federal law. This pre-construction work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though foundations were not installed) and the installation of 2,000 linear feet of road connecting two foundation holes. These pre-construction activities were not deemed to have created taxable improvements by the Lynn County Central Appraisal District, and no tax bill was delivered. The pre-construction activities did not result in the creation of any Qualified Property.

The pre-construction activities occurred on the following described lands with a map below.

Tract 1: The East One-Half (E/2) of Section No. 559, Abstract No. 86, T.T. Ry. Co. Survey, Lynn County, Texas and containing 336.5 acres, more or less

Tract 2: The Southwest One-Fourth (SW/4) of Section No. 559, Cert. 401, Abst. No. 86, T.T.R.R. Co. Survey, Lynn County, Texas.

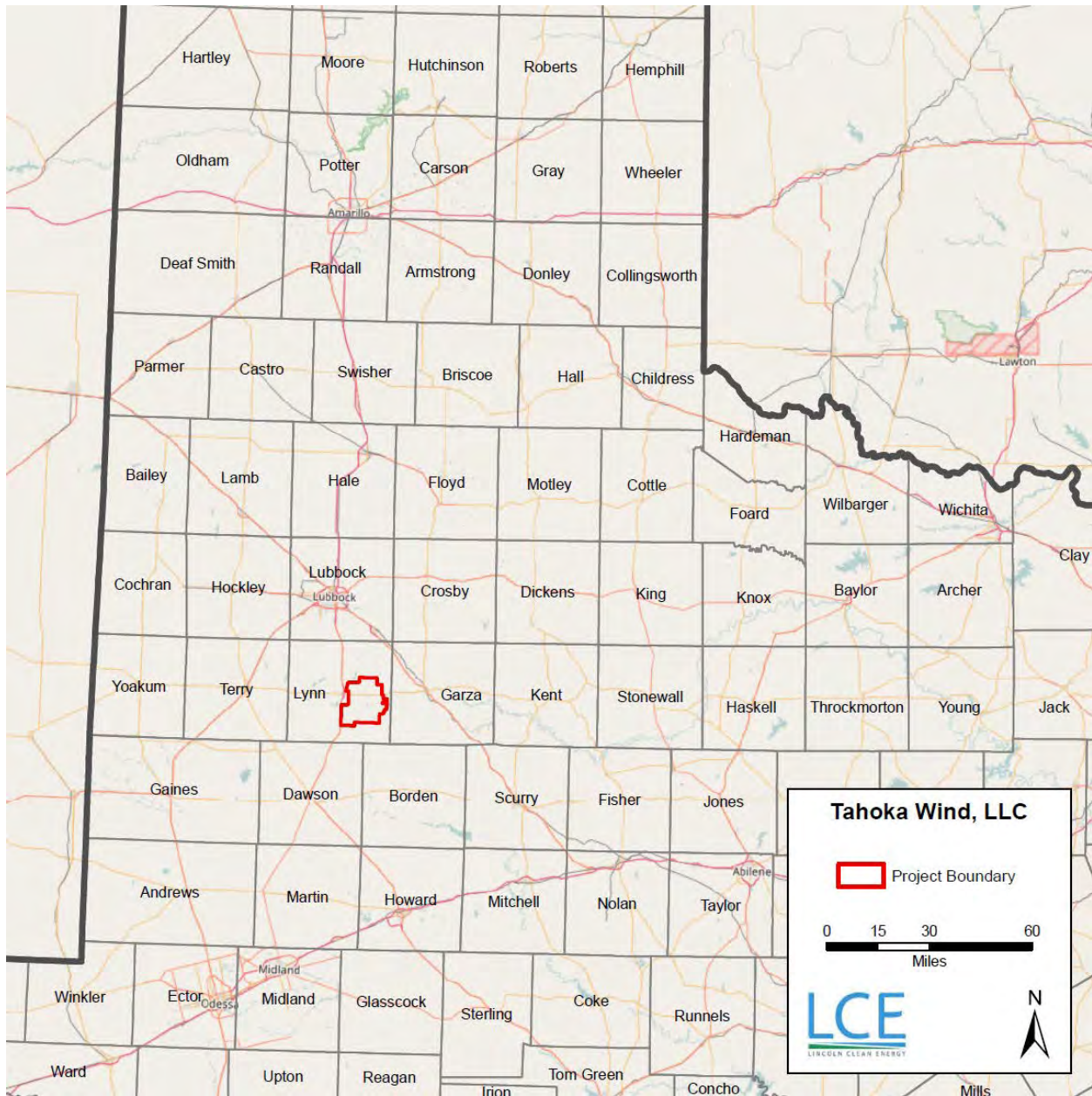
Tract 3: The Northwest One-Fourth (NW/4) of Section 604, Block No. 2, Abstract No. 536, Certificate No. 4/730, G.C. & S.F. Ry. Co. Survey, Lynn County, Texas



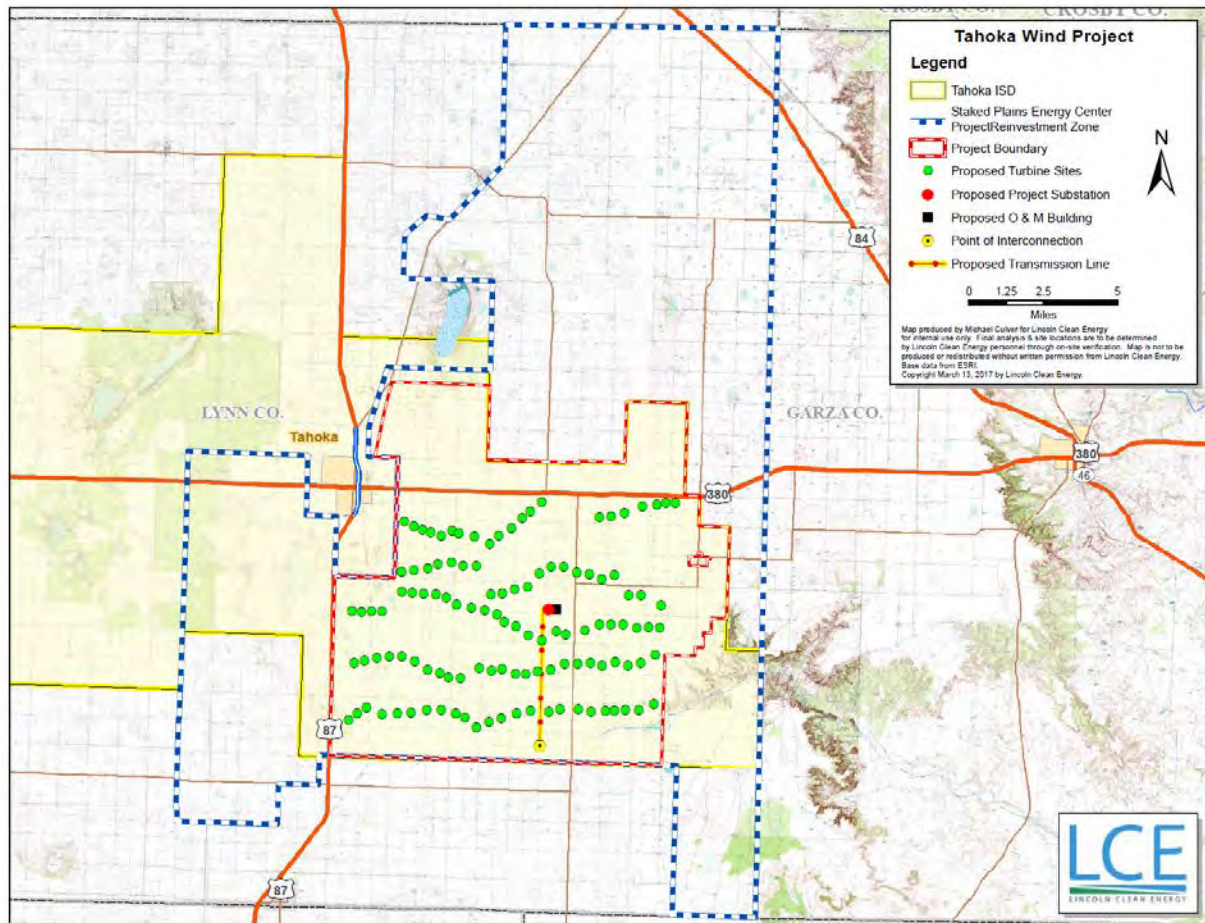
Tab Item 11

Maps

Vicinity Map:



Location of Tahoka ISD Boundary, Reinvestment Zones, Project Boundary, Qualified Investment and Qualified Property:



Tab Item 12

Request For Waiver of Job Creation Requirement

March 20, 2017

Superintendent Dr. George McFarland
Tahoka Independent School District
2129 N Main St.
Tahoka, Texas 79373

Re: Chapter 313 Job Waiver Request Dear

Superintendent McFarland,

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

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the industry, we understand the wind industry's standard for permanent employment to be one full-time employee for every twenty (20) wind turbines. Based on this standard, we can commit to creating six (6) full-time positions to fulfill the needs of the Project. All six (6) created positions would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Tahoka ISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of solar generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.

Sincerely,



Eric Barnett
Development Director
Tahoka Wind, LLC

Tab Item 13

Calculation of three possible wage requirements with TWC documentation

Average Weekly Wage for All Jobs (All Industries) in Lynn County

YEAR	PERIOD	AREA	OWNERSHIP	IND-CODE	INDUSTRY	AVG. WEEKLY WAGES
2015	4 th Qtr	Lynn Co.	Private	10	Total, All Industries	\$802
2016	1 st Qtr	Lynn Co.	Private	10	Total, All Industries	\$827
2016	2 nd Qtr	Lynn Co.	Private	10	Total, All Industries	\$754
2016	3 rd Qtr	Lynn Co.	Private	10	Total, All Industries	\$805
Average						\$797.00

110% of \$797.00 = **\$876.70**

Quarterly Employment and Wages (QCEW)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2015	4th Qtr	Lynn County	Private	00	0	10	Total, All Industries	\$802

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2016	3rd Qtr	Lynn County	Private	00	0	10	Total, All Industries	\$827
2016	2nd Qtr	Lynn County	Private	00	0	10	Total, All Industries	\$754
2016	1st Qtr	Lynn County	Private	00	0	10	Total, All Industries	\$805

Average Weekly Wage for Manufacturing Jobs in Lynn County

YEAR	PERIOD	AREA	OWNERSHIP	IND-CODE	INDUSTRY	AVG. WEEKLY WAGES
2015	4 th Qtr	Lynn Co.	Private	31-33	Total, All Industries	\$711
2016	1 st Qtr	Lynn Co.	Private	31-33	Total, All Industries	\$795
2016	2 nd Qtr	Lynn Co.	Private	31-33	Total, All Industries	\$805
2016	3 rd Qtr	Lynn Co.	Private	31-33	Total, All Industries	\$856
Average						\$791.75

110% of \$791.75 = **\$870.93**

Quarterly Employment and Wages (QCEW)

Average Weekly Wage for Manufacturing Jobs in the Region

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2015	4th Qtr	Lynn County	Private	31	2	31-33	Manufacturing	\$711
2016	3rd Qtr	Lynn County	Private	31	2	31-33	Manufacturing	\$856
2016	2nd Qtr	Lynn County	Private	31	2	31-33	Manufacturing	\$805
2016	1st Qtr	Lynn County	Private	31	2	31-33	Manufacturing	\$795

South Plains Association of Governments Annual Wage: \$36,408.00

\$36,408/52 = \$700.15/week

110% of \$700.15 = \$770.17

2015 Manufacturing Average Wages by Council of Government Region Wages for All Occupations

COG	Wages	
	Hourly	Annual
Texas	\$24.41	\$50,778
1. Panhandle Regional Planning Commission	\$20.64	\$42,941
2. South Plains Association of Governments	\$17.50	\$36,408
3. NORTEX Regional Planning Commission	\$23.28	\$48,413
4. North Central Texas Council of Governments	\$25.03	\$52,068
5. Ark-Tex Council of Governments	\$18.46	\$38,398
6. East Texas Council of Governments	\$19.84	\$41,270
7. West Central Texas Council of Governments	\$19.84	\$41,257
8. Rio Grande Council of Governments	\$18.32	\$38,109
9. Permian Basin Regional Planning Commission	\$25.18	\$52,382
10. Concho Valley Council of Governments	\$18.80	\$39,106
11. Heart of Texas Council of Governments	\$21.41	\$44,526
12. Capital Area Council of Governments	\$29.98	\$62,363
13. Brazos Valley Council of Governments	\$18.78	\$39,057
14. Deep East Texas Council of Governments	\$17.30	\$35,993
15. South East Texas Regional Planning Commission	\$30.41	\$63,247
16. Houston-Galveston Area Council	\$26.44	\$54,985
17. Golden Crescent Regional Planning Commission	\$23.73	\$49,361
18. Alamo Area Council of Governments	\$19.96	\$41,516
19. South Texas Development Council	\$15.87	\$33,016
20. Coastal Bend Council of Governments	\$25.97	\$54,008
21. Lower Rio Grande Valley Development Council	\$16.17	\$33,634
22. Texoma Council of Governments	\$19.04	\$39,595
23. Central Texas Council of Governments	\$18.04	\$37,533
24. Middle Rio Grande Development Council	\$22.24	\$46,263

Source: Texas Occupational Employment and Wages.

Data published: July 2016

Data published annually, next update will be July 31, 2017

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 Item 14

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

Date9-Mar-17

Applicant NameTahoka Wind, LLC

ISD NameTahoka ISD

Form 50-296A

Revised May 2014

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)
Investment made before filing complete application with district	--	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2017	Not eligible to become Qualified Property		\$0	[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								
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period								
Complete tax years of qualifying time period	QTP1	2018-2019	2018	\$341,640,000	\$1,000,000			\$342,640,000
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$341,640,000	\$1,000,000	\$0	0	\$342,640,000
				Enter amounts from TOTAL row above in Schedule A2				
Total Qualified Investment (sum of green cells)				\$342,640,000				

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

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

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

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

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

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

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

Date	9-Mar-17							
Applicant Name	Tahoka Wind, LLC							
ISD Name	Tahoka ISD							
Form 50-296A								
Revised May 2014								
PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will not become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		\$341,640,000	\$1,000,000			\$342,640,000
Each year prior to start of value limitation period**	0	2017-2018	2017	\$0	\$0	\$0	\$0	\$0
Each year prior to start of value limitation period**	0	2018-2019	2018	\$341,640,000	\$1,000,000	\$0	\$0	\$342,640,000
Value limitation period***	1	2019-2020	2019	\$0	\$0	\$0	\$0	\$0
	2	2020-2021	2020	\$0	\$0	\$0	\$0	\$0
	3	2021-2022	2021	\$0	\$0	\$0	\$0	\$0
	4	2022-2023	2022	\$0	\$0	\$0	\$0	\$0
	5	2023-2024	2023	\$0	\$0	\$0	\$0	\$0
	6	2024-2025	2024	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	7	2025-2026	2025	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	8	2026-2027	2026	\$0	\$0	\$2,000,000	\$0	\$2,000,000
	9	2027-2028	2027	\$0	\$0	\$2,000,000	\$0	\$2,000,000
10	2028-2029	2028	\$0	\$0	\$2,000,000	\$0	\$2,000,000	
Total Investment made through limitation				\$341,640,000	\$1,000,000	\$10,000,000	\$0	\$352,640,000
Continue to maintain viable presence	11	2029-2030	2029			\$3,000,000		\$3,000,000
	12	2030-2031	2030			\$3,000,000		\$3,000,000
	13	2031-2032	2031			\$3,000,000		\$3,000,000
	14	2032-2033	2032			\$3,000,000		\$3,000,000
	15	2033-2034	2033			\$3,000,000		\$3,000,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2034-2035	2034			\$3,000,000		\$3,000,000
	17	2035-2036	2035			\$3,000,000		\$3,000,000
	18	2036-2037	2036			\$3,000,000		\$3,000,000
	19	2037-2038	2037			\$3,000,000		\$3,000,000
	20	2038-2039	2038			\$3,000,000		\$3,000,000
	21	2039-2040	2039	\$3,000,000	\$3,000,000			
	22	2040-2041	2040	\$3,000,000	\$3,000,000			
	23	2041-2042	2041	\$3,000,000	\$3,000,000			
	24	2042-2043	2042	\$3,000,000	\$3,000,000			
	25	2043-2044	2043	\$3,000,000	\$3,000,000			

* 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 werenot captured on Schedule A1.

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

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

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

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

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

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

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

Date

9-Mar-17

Applicant Name

Tahoka Wind, LLC

Form 50-296A

ISD Name

Tahoka ISD

Revised May 2014

		School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2017-2018	2017	\$0	-	-	-	-	-
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2018-2019	2018	\$0	-	-	-	-	-
Value Limitation Period	1	2019-2020	2019	\$0	\$980,000	\$334,807,200	\$335,787,200	\$335,787,200	\$20,000,000
	2	2020-2021	2020	\$0	\$921,200	\$308,022,624	\$308,943,824	\$308,943,824	\$20,000,000
	3	2021-2022	2021	\$0	\$865,928	\$283,380,814	\$284,246,742	\$284,246,742	\$20,000,000
	4	2022-2023	2022	\$0	\$813,972	\$260,710,349	\$261,524,321	\$261,524,321	\$20,000,000
	5	2023-2024	2023	\$0	\$765,134	\$239,853,521	\$240,618,655	\$240,618,655	\$20,000,000
	6	2024-2025	2024	\$0	\$719,226	\$220,665,239	\$221,384,465	\$221,384,465	\$20,000,000
	7	2025-2026	2025	\$0	\$676,072	\$203,012,020	\$203,688,093	\$203,688,093	\$20,000,000
	8	2026-2027	2026	\$0	\$635,508	\$186,771,059	\$187,406,567	\$187,406,567	\$20,000,000
	9	2027-2028	2027	\$0	\$597,378	\$171,829,374	\$172,426,751	\$172,426,751	\$20,000,000
	10	2028-2029	2028	\$0	\$561,535	\$158,083,024	\$158,644,559	\$158,644,559	\$20,000,000
Continue to maintain viable presence	11	2029-2030	2029	\$0	\$527,843	\$145,436,382	\$145,964,225	\$145,964,225	\$145,964,225
	12	2030-2031	2030	\$0	\$496,172	\$133,801,472	\$134,297,644	\$134,297,644	\$134,297,644
	13	2031-2032	2031	\$0	\$466,402	\$123,097,354	\$123,563,756	\$123,563,756	\$123,563,756
	14	2032-2033	2032	\$0	\$438,418	\$113,249,565	\$113,687,983	\$113,687,983	\$113,687,983
	15	2033-2034	2033	\$0	\$412,113	\$104,189,600	\$104,601,713	\$104,601,713	\$104,601,713
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2034-2035	2034	\$0	\$387,386	\$95,854,432	\$96,241,818	\$96,241,818	\$96,241,818
	17	2035-2036	2035	\$0	\$364,143	\$88,186,078	\$88,550,220	\$88,550,220	\$88,550,220
	18	2036-2037	2036	\$0	\$342,294	\$81,131,191	\$81,473,486	\$81,473,486	\$81,473,486
	19	2037-2038	2037	\$0	\$321,757	\$74,640,696	\$74,962,453	\$74,962,453	\$74,962,453
	20	2038-2039	2038	\$0	\$302,451	\$68,669,440	\$68,971,892	\$68,971,892	\$68,971,892
	21	2039-2040	2039	\$0	\$284,304	\$66,961,440	\$67,245,744	\$67,245,744	\$67,245,744
	22	2040-2041	2040	\$0	\$267,246	\$66,961,440	\$67,228,686	\$67,228,686	\$67,228,686
	23	2041-2042	2041	\$0	\$251,211	\$66,961,440	\$67,212,651	\$67,212,651	\$67,212,651
	24	2042-2043	2042	\$0	\$236,138	\$66,961,440	\$67,197,578	\$67,197,578	\$67,197,578
	25	2043-2044	2043	\$0	\$221,970	\$66,961,440	\$67,183,410	\$67,183,410	\$67,183,410

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

Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date

9-Mar-17

Applicant Name

Tahoka Wind, LLC

Form 50-296A

ISD Name

Tahoka ISD

Revised May 2014

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's or man-hours (specify)	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2017-2018	2017	N/A	N/A	0	0	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2018-2019	2018	200 FTEs	40,000	0	0	
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2019-2020	2019	N/A	N/A	0	6	40,048.80
	2	2020-2021	2020	N/A	N/A	0	6	40,048.80
	3	2021-2022	2021	N/A	N/A	0	6	40,048.80
	4	2022-2023	2022	N/A	N/A	0	6	40,048.80
	5	2023-2024	2023	N/A	N/A	0	6	40,048.80
	6	2024-2025	2024	N/A	N/A	0	6	40,048.80
	7	2025-2026	2025	N/A	N/A	0	6	40,048.80
	8	2026-2027	2026	N/A	N/A	0	6	40,048.80
	9	2027-2028	2027	N/A	N/A	0	6	40,048.80
	10	2028-2029	2028	N/A	N/A	0	6	40,048.80
Years Following Value Limitation Period	11 through 25	2029-2043	2029-2042			0	6	40,048.80

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?
qualifying jobs in Subchapter B districts, 10 qualifying jobs in Subchapter C districts) (25

☒ Yes ☐ No

If yes, answer the following two questions:

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Schedule D: Other Incentives (Estimated)

Date

9-Mar-17

Applicant Name

Tahoka Wind, LLC

Form 50-296A

ISD Name

Tahoka ISD

Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Lynn County	2019	10 years	\$2,988,506	\$2,688,506	\$300,000
	N/A	N/A	N/A	N/A	N/A	N/A
	Other: Lynn County Hospital	2019	10 Years	\$981,170	\$784,936	\$196,234
	Other:					
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A		N/A	
Texas Enterprise Fund	N/A	N/A	N/A		N/A	
Employee Recruitment	N/A	N/A	N/A		N/A	
Skills Development Fund	N/A	N/A	N/A		N/A	
Training Facility Space and Equipment	N/A	N/A	N/A		N/A	
Infrastructure Incentives	N/A	N/A	N/A		N/A	
Permitting Assistance	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
Other:	N/A	N/A	N/A		N/A	
TOTAL				\$3,969,676	\$3,473,442	\$496,234

Additional information on incentives for this project:

Terms with Lynn County and the Lynn County Hospital District have not been finalized. These agreements are expected to be secured in April or May of 2017. The calculations above use the taxable values and incentive amounts for the first year of the Tax Limitation Period. All amounts shown on Schedule D should be considered estimates.

Tab Item 15

Economic Impact Analysis

Not applicable.

Tab Item 16

Description of Reinvestment Zones

The project lies within the reinvestment zone established by order on December 12, 2016. Documentation for the Reinvestment Zone follows.

**RESOLUTION AND ORDER CONFIRMING, RATIFYING, AND REAUTHORIZING
THE DESIGNATION OF THE STAKED PLAINS ENERGY
CENTER PROJECT REINVESTMENT ZONE
IN THE JURISDICTION OF LYNN COUNTY, TEXAS**

STATE OF TEXAS }
 }
COUNTY OF LYNN }

WHEREAS, in its public meeting held on December 12, 2016, the Commissioners Court of Lynn County, Texas (the "County"), designated the Staked Plains Energy Center Project Reinvestment Zone pursuant to the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act") and the County's then-current Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones (the "Old Guidelines and Criteria"); and,

WHEREAS, after its public meeting on December 12, 2016, the County realized that the Old Guidelines and Criteria were undated and that the County could not confirm that the Old Guidelines and Criteria had not expired under their own terms or under § 312.002(c) of the Act; and,

WHEREAS, the County desires to comply with the technical requirements of the Act in its designation of the Staked Plains Energy Center Project Reinvestment Zone; and,

WHEREAS, in its public meeting held on April 10th, 2017, the County adopted new Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones (the "Current Guidelines and Criteria") to be effective for two years from the date of the meeting;

WHEREAS, at least seven days prior to the date of this hearing, the County published in the newspaper of local circulation notice of this public hearing to consider the confirmation, ratification, and reauthorization of the designation of the real property described in the attached Exhibit A as the Staked Plains Energy Center Project Reinvestment Zone in order to comply with the technical requirements of the Act; and,

WHEREAS, at least seven days prior to the date of this hearing, the County delivered written notice of this public hearing to the presiding officer of the governing body of each taxing unit that includes in its boundaries any of the real property described in the attached Exhibit A; and,

WHEREAS, the County confirms that (a) improvements proposed by Tahoka Wind, LLC are feasible and will be beneficial to the Staked Plains Energy Center Project Reinvestment Zone and (b) the designation of the Staked Plains Energy Center Project Reinvestment Zone will contribute to the retention or expansion of primary employment or will attract major investment in the reinvestment zone that would be beneficial to the real property in the zone; and

WHEREAS, the real property described on Exhibit A meets the criteria established in the Current Guidelines and Criteria for designation as a reinvestment zone; and

WHEREAS, the County desires to waive the requirement that a written application be filed for the designation of the reinvestment zone as permitted by the Current Guidelines and Criteria; and

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

NOW, THEREFORE, BE IT ORDERED by the Commissioners Court of Lynn County, that:

1. The County hereby waives the requirement that a written application be filed by Tahoka Wind, LLC for the designation of a reinvestment zone under the Current Guidelines and Criteria.
2. The County hereby confirms, ratifies, and reauthorizes its designation of the real property located in Lynn County, Texas, having the legal description in Exhibit A attached to this Order, as a reinvestment zone known as the "Staked Plains Energy Center Project Reinvestment Zone" under the County's Current Guidelines and Criteria, having determined that (a) the real property described on Exhibit A meets the criteria established in the Current Guidelines and Criteria, (b) the designation of such reinvestment zone will contribute to the retention or expansion of primary employment or will attract major investment in the reinvestment zone that would be beneficial to the real property described on Exhibit A and that will contribute to the economic development of the County.
3. This Resolution and Order is a confirmation, ratification, and reauthorization of the designation of the Staked Plains Energy Center Project Reinvestment Zone originally made by the County on December 12, 2016. This Resolution and Order is not a designation of a new reinvestment zone.
4. The County also hereby confirms, ratifies, and reauthorizes all other actions previously taken by the County with regard to the Staked Plains Energy Center Project Reinvestment Zone prior to the date of this Resolution and Order.

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The foregoing Resolution and Order was lawfully moved by Don Blair,
duly seconded by Larry Durham, and duly adopted by the Lynn
County Commissioner's Court, the 10 day of April 2017.

Abstained
JUDGE MIKE BRADDOCK
County Judge

Matt Woodley
MATT WOODLEY
Commissioner Precinct 1

Don Blair
DON BLAIR
Commissioner Precinct 3

Abstained
JOHN HAWTHORNE
Commissioner Precinct 2

Larry Durham
LARRY DURHAM
Commissioner Precinct 4

ATTEST:

Susan Tipton
SUSAN TIPTON
Lynn County Clerk

Exhibit A**Real Property Included in the
Staked Plains Energy Center Project Reinvestment Zone**

LEGAL DESCRIPTION: BEING APPROXIMATELY 234,222 ACRES OF LAND AND BEING ALL OF AND/OR ANY PORTIONS OF SECTIONS: 1, A-1456, 2, A-1459, 3, A-154, 4, A-588, 9, A-157, 10, A-586, 11, A-1457 AND 12, A-1461, BLOCK 10, E.L. & R.R. RR Co. SURVEY, 389, A-1489, 390, A-1518, 391, A-371, 392, A-1504, 395, A-165, 396, A-589, 397, A-1490, 398, A-1494, 399, A-1488, 400, A-1505, 401, A-193, 402, A-1063, 403, A-33, 404, 1513, 431, A-167 AND 432, A-1021, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 437, A-56, 438, A-574, 439, A-205, 440, A-460, 440, A-1014, 441, A-191 AND 442, A-1012, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 275, A-1492, 276, A-1483, 2, A-1518, 1359, A-1486 AND 1360, A-1511, E.L. & R.R. RR Co. SURVEY, 1331, A-338 AND 1332, A-961, D. & S.E. RR Co. SURVEY, 1, A-1068, BLOCK H, E.L. & R.R. RR Co. SURVEY, 1, A-132, 2, A-1295, 2, A-1170, 2, A-672, 2, A-1468, 2, A-1186, 2, A-1435, 49, A-176, 443, A-36, 444, A-1013, 445, A-35, 446, A-488, 447, A-38, 448, A-1447, 448, 787, 448, A-1183, 448, 1239, 449, A-44, 450, A-808, 450, A-1416, 450, A-1070, 450, A-1415, 451, A-45, 452, A-1425, 452, A-1496, 452, A-785, 452, A-STATE, 453, A-46, 454, A-1335, 454, A-1164, 454, A-1050, 455, A-47, 456, A-587, 457, A-43, 458, A-1236, 458, A-1232, 459, A-48, 460, A-805, 461, A-49, 462, A-717, 462, A-1159, 462, A-1051, 463, A-42, 464, A-1022, 464, A-841, 465, A-41, 466, A-843, 466, A-1332, 467, A-50, 468, A-758, 469, A-37, 471, A-23, 472, A-759, 472, A-1034, 472, A-1119, 473, A-22, 474, A-1030, 474, A-760, 476, A-1476, 476, A-722, 477, A-10, 478, A-724, 479, A-11, 480, A-1117, 480, A-849, 481, A-20, 482, A-846, 482, A-1083, 482, A-1128, 482, A-1106, 482, A-1108, 482, A-1221, 482, A-1266, 482, A-1079, 483, A-21, 485, A-39, 486, A-1145, 486, A-725, 486, A-1056, 490, A-757, 493, A-18, 494, A-850, 494, A-1408, 494, A-1172, 495, A-19, 496, A-1219, 496, A-851, 497, A-13, 498, A-1285, 498, A-820, 498, A-1258, 498, A-1264, 499, A-14, 500, A-818, 503, A-25, 504, A-560, 505, A-26, 506, A-723, 507, A-27, 508, A-954, 509, A-28, 1361, A-40, 1405, A-1484, 1406, A-1512, 1407, A-1058, 1408, A-1074, 1409, A-1059, 1410, A-608, 1411, A-9, 1412, A-606, 1415, A-1060, 1416, A-679, 1417, A-1061, 1418, A-1075, 1419, A-1485 AND 1420, A-1500, BLOCK 1, E.L. & R.R. RR Co. SURVEY, 1413, A-200, 1414, A-461, 1425, A-198, 1426, A-462, 1427, A-199 AND 1428, A-463, BLOCK 18, E.L. & R.R. RR Co. SURVEY, 501, A-67, 502, A-695, 502, A-1111, 502, 1122, 503, A-63, 504, A-1004, 504, A-989, 504, A-1003, 505, A-64, 506, A-938, 506, A-1072, 506, A-1557, 506, A-1169, 506, A-753, 507, A-66, 508, A-1185, 508, A-673, 515, A-70, 516, A-710, 517, A-71, 518, A-1311, 518, A-753, 518, 1255, 519, A-69, 520, A-792, 521, A-72, 522, A-793, 529, A-65, 530, A-1521, 530, A-1550, 530, A-1529 AND 530, A-709, BLOCK 1, G.C. & S.F. RR Co. SURVEY, 223, A-275 AND 224, A-547, BLOCK 2, G.B. & C.N.G. RR Co. SURVEY, 1, A-312, 2, A-533, 3, A-315, 4, A-534, 5, A-313, 9, A-316 AND 10, A-535, BLOCK 2, L. & S.V. RR Co. SURVEY, 433, A-57, BLOCK 3, JOHN H. GIBSON SURVEY, 434, A-727, 434, A-1005 AND 434, A-1127, JOHN H. GIBSON SURVEY, 1, A-806, 1, A-337 AND 1, A-1377, D. & S.E. RR Co. SURVEY, 99, A-341 AND 100, A-825, BLOCK 3, D. & S.E. RR Co. SURVEY, 101, A-124, 102, A-1314, 102, A-788 AND 102, A-1477, BLOCK 3, D. & W. RR Co. SURVEY, 103, A-171, 104, A-807 AND 104, A-1417, BLOCK 3, E.L. & R.R. RR Co.

SURVEY, 1362, A-1089, BLOCK 11, E.L. & R.R. RR Co. SURVEY, 404, A-1509, 406, A-1509, 551, A-89, 552, A-1095, 553, A-101, 554, A-1035, 559, A-86, 560, A-1071, 1421, A-1514, 1422, A-651, 1429, A-324 AND 1430, A-464, T.T. RR Co. SURVEY, 555, A-83, 556, A-502, 557, A-82 AND 558, A-557, T. & N.O. RR Co. SURVEY, 1323, A-1499, 1324, A-1503, 1365, A-1047, 1366, A-1096, 1367, A-1, 1368, A-1097, 1369, A-3, 1370, A-1087, 1371, A-2 AND 1372, A-1064, BLOCK 1, B.S. & F. SURVEY, 1321, A-322, 1322, A-1086, 1373, A-1073 AND 1374, A-1501, BLOCK 1, H. & O.B. RR Co. SURVEY, 561, A-81 AND 562, A-503, T. & N.O. RR Co. SURVEY, 601, A-268, 602, A-591, 603, A-269, 604, A-669, 605, A-68 AND 606, A-590, BLOCK 2, G.C. & S.F. RR Co. SURVEY, 527, A-204, 528, A-690, 528, A-1465, 557, A-192, 558, A-774, 558, A-1175, 559, A-55, 560, A-1309, 560, A-703, 560, A-1300, 560, A-1302 AND 560, A-1303, BLOCK 2, E.L. & R.R. RR Co. SURVEY, 301, A-53 AND 302, A-544, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 303, A-73, 304, A-492, 305, A-76, 306, A-465, 309, A-75 AND 310, A-466, BLOCK 3, G.C. & S.F. RR Co. SURVEY, 307, A-282, 308, A-1330, 308, A-809 AND 308, A-1274, BLOCK 3, H. & O.B. RR Co. SURVEY, 201, A-109, 202, A-763, 203, A-102, 204, A-1410, 204, A-761, 204, A-1440, 205, A-91, 206, A-764, 207, A-97, 208, A-1331, 208, A-730, 208, A-1294, 208, A-1299, 209, A-92, 210, A-761, 210, A-1410, 210, A-732, 211, A-100, 212, A-762, 213, A-110, 214, A-1317, 214, A-1018 AND 214, A-735, BLOCK 4, T.T. RR Co. SURVEY, 1, A-544, 2, A-1375, 2, A-942, 2, A-1215, 3, A-151, 4, A-952, 4, A-1123, 5, A-142, 6, A-815, 6, A-1341, 7, A-152, 8, A-1208, 8, A-860, 8, A-1540, 8, A-1554, 9, A-153, 10, A-991, 10, A-1053, 10, A-733, 11, A-144, 12, A-1351, 12, A-1355, 12, A-1482, 12, A-861, 13, A-143, 14, A-795, 15, A-145, 16, A-1406, 16, A-1404, 16, A-731, 16, A-1405, 17, A-146, 18, A-736, 18, A-1273, 19, A-147, 20, A-737, 20, A-992, 20, A-1131, 21, A-148, 22, A-1353, 22, A-749, 22, A-1048, 23, A-149, 24, A-1139, 24, A-796, 24, A-1124, 25, A-266, 26, A-1346, 26, A-797, 26, A-1218, 27, A-219, 28, A-930, 35, A-222, 36, A-1467, 36, A-1545, 36, A-931, 37, A-223, 38, A-928, 39, 212, 40, A-901, 81, A-172, 82, A-506, 222, A-543 AND 1274, A-474, BLOCK 8, E.L. & R.R. RR Co. SURVEY, 405, A-288 AND 406, A-784, BLOCK 9, H.E. & W.T. RR Co. SURVEY, 410, A-827, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 3, A-457, 221, A-134, 223, A-136, 224, A-545 AND 1273, A-1276, E.L. & R.R. RR Co. SURVEY, 27, A-177, 28, A-1126, 28, A-1436, 28, A-655, 41, A-259, 42, A-798, 42, A-1148 AND 42, 1147, BLOCK H, E.L. & R.R. RR Co. SURVEY, 39, A-296 AND 40, A-738, BLOCK 18, H.E. & W.T. RR Co. SURVEY, 563, A-8 AND 564, A-584, BROOKS & BURLESON SURVEY, 565, A-116, A.B. & M. SURVEY, 1, A-402, 2, A-964, 2, A-702 AND 2, A-1228, BLOCK Q, H.E. & W.T. RR Co. SURVEY, 3, A-133, 4, A-842, 4, A-1270 AND 4, A-1233, BLOCK Q, E.L. & R.R. RR Co. SURVEY, 1, A-321, BLOCK RT, R.T. CO. SURVEY, 1, A-1025, 1, A-1390, 1, A-1000, 1, 1032, 1, A-1376, BLOCK MH, S.N.M.C.D. SURVEY, 1, A-284, 2, A-1389, 2, A-1392, 2, A-1393, 2, A-1246, 2, A-1387, 2, A-1385, 2, A-681, 2, A-1382, 3, A-285, 4, A-1112, 4, A-694, 4, A-1324, 4, A-1356, 5, A-286, 6, A-680 AND 6, A-1379, BLOCK 1, H.E. & W.T. RR Co. SURVEY, 5, A-163, 6, A-687, 7, A-162, 8, A-648, 9, A-161, 16, A-854, 17, A-267 AND 18, A-688, BLOCK 7, E.L. & R.R. RR Co. SURVEY, 3, A-400 AND 4, A-646, BLOCK D20, G.W.T. & P. RR Co. SURVEY, 5, A-438 AND 6, A-647, BLOCK D20, W.T. RR Co. SURVEY, 23, A-401, 24, A-1008, 24, A-1527, 24, A-1357, 24, A-715, 24, A-1427 AND 24, A-1556, H.E. & W.T. RR Co. SURVEY, 12, A-1191, 12, A-979, 12, A-1100, 13, A-1301, 13, A-854, 14, A-1179, 14, A-1263, 14, A-1182, 14, A-812, 15, A-1305, 15, A-814, 15, A-1298, 15, A-1304, 16, A-996, 16, A-816, 16, A-1381, 16, A-STATE, 17, 1340, 17, A-1391, 17, A-1386, 17, A-1383 AND 18, A-1267, BLOCK D23, PUBLIC SCHOOL

LAND SURVEY, 1251, A-1272, 1252, A-650, 1257, A-1237, 1258, A-649, A.B. & M. SURVEY, 1, A-271, 2, A-1153, 2, A-697, 2, A-1297, 2, A-1155, 2, A-1154 AND 12, A-667, BLOCK L, G.W.T. & P. RR Co. SURVEY, 3, A-310, 4, A-1141, 4, A-1316, 4, A-660, 4, A-1313, 5, A-309, 6, A-1105, 6, 682 AND 6, 1394, BLOCK L, I. RR Co. SURVEY, 7, A-4, 8, A-626, 11, A-272, 15, A-6, 16, A-668, 259, A-122, 260, A-927, 260, A-1031, 261, A-120, 262, A-659, 263, A-121 AND 264, A-862, BLOCK L, B.S. & F. SURVEY, 17, A-439, 18, 1039, 18, A-1243, 18, A-899 AND 18, A-1167, BLOCK L, D. & S.E. RR Co. SURVEY, 1, A-1279 AND 2, A-456, JASPER HAYS SURVEY, 1263, A-1277, 1264, A-614, 1265, A-1241 AND 1266, A-615, JOHN H. GIBSON SURVEY, 1, A-60, 2, A-1265, 2, A-1259, 2, A-801, 2, A-1261, 13, A-61 AND 14, A-638, BLOCK J, G.W.T. & P. RR Co. SURVEY, 3, A-34, 4, A-625, 15, A-131, 16, A-844, 17, A-52, 18, A-800, 18, A-1203, 18, A-1033, 19, A-51, 20, A-800, 20, A-1528, 20, A-696, 20, A-1433 AND 20, A-1531, BLOCK J, E.L. & R.R. RR Co. SURVEY, 5, A-80 AND 6, A-628, BLOCK J, H. & W. SURVEY, 7, A-270 AND 8, A-639, JOHN H. GIBSON SURVEY, 9, A-119 AND 10, A-363, BLOCK J, B.S. & F. SURVEY, 11, A-115 AND 12, A-637, BLOCK J, A.C.H. & B. SURVEY, 1271, A-1271, 1272, A-612, 1272, A-1250 AND 1272, A-1315, A.B. & M. SURVEY, 9, A-1388, 10, A-1275, 12, A-1116, 13, A-306, 14, A-613, 14, A-1225, 15, A-261 AND 32, A-1322, BLOCK 24, H.E. & W.T. RR Co. SURVEY, 1, A-125, 2, A-1506, 3, A-597, 4, A-616, 5, A-127, 6, A-1336, 6, A-1319, 8, A-627, 9, A-126 AND 10, A-1115, BLOCK O, D. & W. RR Co. SURVEY, 7, A-605, BLOCK O, S. & M. SURVEY, 36, A-1326, 36, A-1325 AND 37, A-1296, BLOCK 24, C.A. JOPLIN SURVEY, AND 1, A-170 AND 2, A-642, BLOCK M, A.L. & R.R. RR Co. SURVEY, AND LEAGUES: 1, A-114, 3, A-112, AND 4, A-113, WILSON COUNTY SCHOOL LAND SURVEY, ALL LYING IN AND BEING SITUATED OUT OF LYNN COUNTY, TEXAS: SAID 234,222 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of the common line of Garza County, Texas and said Lynn County with the north line of Borden County, Texas for the southeast corner hereof and having an approximate Latitude and Longitude of 32.9611° and 101.5575°;

THENCE North 87°49'09" West a distance of 14800.40 feet along the common line of said Borden and Lynn Counties to a point for an ell corner hereof and having an approximate Latitude and Longitude of 32.9614° and 101.6057°;

THENCE North 02°01'50" East a distance of 26429.58 feet crossing said Section 9, A-157, Section 4, A-588, Section 396, A-589, Section 431, A-167 and Section 438, A-574 to a point at or near the common line of said Section 438 and Section 437, A-56 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0341° and 101.6052°;

THENCE North 87°59'33" West a distance of 63533.34 feet generally along the south lines of said Section 437, Section 440, A-1014, Section 439, A-205, Section 434, A-1127 and A-1005, Section 101, A-124, Section 406, A-784, Section 405, A-288, Section 410, A-827, Section 17, A-146, Section 18, A-736, Section 19, A-147, Section 20, A-1131, A-992 and A-737, and Section 21, A-148 to a point at or near the common line of said Section 21 and Section 28, A-930 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0348°, and 101.8125°;

THENCE South $01^{\circ}47'54''$ West a distance of 5291.17 feet crossing said Section 28 to a point at or near the south line of said Section 28 for an ell corner hereof;

THENCE North $88^{\circ}10'20''$ West a distance of 7130.11 feet generally along the south line of said Section 28 and Section 27, A-219 to a point at or near the common line of said Section 27 and Section 35, A-222 for an interior corner hereof;

THENCE South $01^{\circ}48'51''$ West a distance of 7150.57 feet crossing said Section 35 and Section 40, A-901 to a point for an ell corner hereof and having an approximate Latitude and Longitude of 33.0006° and 101.8358° ;

THENCE North $88^{\circ}01'41''$ West a distance of 17885.32 feet crossing said Section 40, Section 39, A-212, Section 38, A-928 and Section 27, A-177 to a point at or near the west line of said Section 27 for the southerly southwest corner hereof and having an approximate Latitude and Longitude of 33.0008° and 101.8941° ;

THENCE North $01^{\circ}23'15''$ East a distance of 2356.93 feet generally along the west line of said Section 27 and Section 28, A-1126 to a point at or near the northeast corner of Section 26, Block H, EL & RR RR Co. Survey, A-1423 for an interior corner of said Section 28 and hereof;

THENCE North $87^{\circ}43'53''$ West a distance of 226.05 feet generally along the common line of said Section 28 and 28 to a point at or near the westerly southwest corner of said Section 28 for an ell corner hereof;

THENCE North $01^{\circ}59'22''$ East a distance of 15849.85 feet generally along the west line of said Section 28, A-1126 and A-1436, Section 41, A-259 and Section 42, A-798 and A-1148 to a point at or near the northwest corner of said A-1148 and an ell corner hereof;

THENCE South $87^{\circ}43'16''$ East a distance of 102.02 feet generally along the north line of said A-1148 to a point at or near the southwest corner of said Section 49, A-176 for an interior corner hereof;

THENCE North $02^{\circ}23'40''$ East a distance of 31585.79 feet generally along the west line of said Section 49, Section 40, A-738, Section 39, A-296, Section 82, A-506, Section 10, A-535, and Section 3, A-315 to a point at or near the northwest corner of said Section 3 for an angle point hereof;

THENCE North $01^{\circ}45'26''$ East a distance of 15944.67 feet generally along the west line of said Section 4, A-534, Section 5, A-313 and Section 309, A-75 to a point at or near the northwest corner of said Section 309 for the westerly northwest corner hereof and having an approximate Latitude and Longitude of 33.1815° and 101.8936° ;

THENCE South $87^{\circ}40'52''$ East a distance of 21310.45 feet generally along the north line of said Section 309, Section 310, A-466, Section 565, A-116 and Section 563, A-8 to a point at or near

the northeast corner of said Section 563 for an ell corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.8239°;

THENCE South 01°51'15" West a distance of 10602.69 feet generally along the east line of said Section 563 and Section 564, A-584 to a point at or near the northeast corner of said Section 223, A-275 for an interior corner hereof;

THENCE South 87°40'11" East a distance of 5364.04 feet generally along the north line of said Section 224, A-547 to a point at or near the northeast corner of said Section 224 for an ell corner hereof;

THENCE South 01°39'20" West a distance of 10640.57 feet generally along the east line of said Section 224 and Section 304, A-492 to a point at or near the northeast corner of said Section 301, A-53 for an interior corner hereof;

THENCE South 87°55'57" East a distance of 10610.55 feet generally along the north line of said Section 490, A-757 and Section 205, A-91 to a point at or near the northwest corner of said Section 471, A-23 for an interior corner hereof;

THENCE North 01°57'21" East a distance of 21370.50 feet generally along the west line of said Section 469, A-37, Section 476, A-722 and A-1478, Section 483, A-21 and Section 493, A-18 to a point at or near the common corner of Section 491, Block 1, EL & RR RR Co. Survey, A-17 and said Section 500, A-818, Section 499, A-14 and Section 493, A-18 and an interior corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.7715°;

THENCE North 88°04'20" West a distance of 5327.73 feet generally along the south line of said Section 500 to a point at or near the southwest corner of said Section 500 for an ell corner hereof;

THENCE North 01°54'27" East a distance of 5329.35 feet generally along the west line of said Section 500 to a point at or near the northwest corner of said Section 500 for an angle point hereof;

THENCE North 17°47'07" East a distance of 11117.21 feet crossing said Section 503, A-25 and Section 509, A-28 to a point at or near the north line of said Section 509 for an ell corner hereof and having an approximate Latitude and Longitude of 33.2251° and 101.7788°;

THENCE South 87°59'55" East a distance of 18237.61 feet generally along the north line of said Section 509, Section 508, A-54, Section 507, A-27 and Section 1, A-321 to a point at or near the northwest corner of said Section 508, A-1185 for an interior corner hereof;

THENCE North 01°44'55" East a distance of 15867.28 feet generally along the west line of said Section 1, A-1032 and A-1025, Section 9, A-161 and Section 16, A-854 to a point at or near the southwest corner of said Section 3, A-400 for an interior corner hereof and having an approximate Latitude and Longitude of 33.2685° and 101.7192°;

THENCE North 88°12'26" West a distance of 15902.78 feet generally along the south line of said Section 4, A-646, Section 23, A-401 and Section 24, A-1556, A-715 and A-1357 to a point at or near the southwest corner of said A-1357 for an ell corner hereof;

THENCE North 02°21'57" East a distance of 7880.88 feet generally along the west line of said Section 24, A-1357 and A-1008 and Section 6, A-647 to a point at or near the northwest corner of said Section 6 for an angle point hereof and having an approximate Latitude and Longitude of 33.2902° and 101.7710°;

THENCE North 50°01'47" East a distance of 5127.04 feet crossing said Section 12, A-1191 and A-979, Section 18, A-1267 and League 3, A-112 to a point for an angle point hereof;

THENCE South 79°27'34" East a distance of 4085.72 feet crossing said League 3 to a point at or near the intersection of the common line of said League 3 and Section 18, A-1267 and U.S. Highway 87 for an angle point hereof;

THENCE North 44°39'15" East a distance of 13436.41 feet generally along said highway and crossing said League 3, and League 4, A-113 to a point for an interior corner hereof and having an approximate Latitude and Longitude of 33.3249° and 101.7153°;

THENCE North 01°35'45" East a distance of 25057.02 feet crossing said League 4, League 1, A-114, Section 2, A-642 and Section 32, A-1322 to a point at or near the common line of Lubbock County, Texas and said Lynn County for the northerly northwest corner hereof and having an approximate Latitude and Longitude of 33.3938° and 101.7155°;

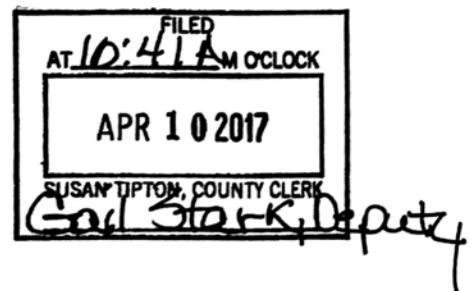
THENCE South 88°50'51" East a distance of 48454.80 feet generally along said common county line to a point at or near the common corner of Crosby County, Texas and said Garza, Lynn and Lubbock Counties for the northeast corner hereof and having an approximate Latitude and Longitude of 33.3951° and 101.5568°;

THENCE generally along the common line of said Garza and Lynn Counties the following five (5) calls:

1. South 01°47'10" West a distance of 50448.57 feet to a point for an angle point;
2. South 01°50'22" West a distance of 27318.21 feet to a point for an angle point;
3. South 01°43'50" West a distance of 48382.52 feet to a point for an angle point;
4. South 01°27'15" West a distance of 5315.79 feet to a point for an angle point;
5. South 01°39'09" West a distance of 26438.87 feet to the **POINT OF BEGINNING** and containing 234,222 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 Latitude (North) and Longitude (West) and all are approximate based on GIS mapping. This description does

not constitute a boundary survey and is provided for reference purposes only.



**RESOLUTION AND ORDER ADOPTING GUIDELINES
AND CRITERIA FOR GRANTING PROPERTY TAX ABATEMENTS**

STATE OF TEXAS }
 }
COUNTY OF LYNN }

The Commissioners' Court of Lynn County, Texas, meeting in regular session on April 10, 2017, considered the following resolution:

WHEREAS, the Property Redevelopment and Tax Abatement Act (the "Act"), Chapter 312 of the Texas Tax Code, authorizes counties, cities, and other taxing units to provide temporary property tax abatements for limited periods of time as an inducement for the development or redevelopment of property; and

WHEREAS, the Act further requires that in order to become eligible to participate in tax abatements, a county or other taxing unit must (i) elect to become eligible to participate in property tax abatements and (ii) adopt guidelines and criteria for property tax abatements; and

WHEREAS, Lynn County, Texas, a "taxing unit" governed by the Act, had previously adopted guidelines and criteria for property tax abatements, but those guidelines have expired under Tax Code § 312.002(c) because they were adopted more than two years ago; and,

WHEREAS, the Commissioners' Court of Lynn County, Texas, desires to adopt new Guidelines and Criteria for property tax abatements to become effective as of the date of this resolution;

NOW, THEREFORE, BE IT ORDERED, by the Commissioner's Court of Lynn County, Texas, that:

- (1) Lynn County is eligible to participate in tax abatements; and further
- (2) the Guidelines and Criteria attached hereto as Exhibit A are hereby adopted by Lynn County to be effective as of the date of this resolution in accordance with the requirements of the Act.

The foregoing Resolution and Order was lawfully moved by Matt Woodley,
duly seconded by Don Blair, and duly adopted by the Lynn
County Commissioner's Court, the 10 day of April 2017.

Abstained
JUDGE MIKE BRADDOCK
County Judge

Matt Woodley
MATT WOODLEY
Commissioner Precinct 1

Don Blair
DON BLAIR
Commissioner Precinct 3

Abstained
JOHN HAWTHORNE
Commissioner Precinct 2

Larry Durham
LARRY DURHAM
Commissioner Precinct 4

ATTEST:

Susan Tipton
SUSAN TIPTON
Lynn County Clerk

Exhibit A

Guidelines and Criteria

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN REINVESTMENT ZONES

Lynn County, Texas

I. PURPOSE

Lynn County, hereinafter referred to as "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 phase-in, which includes the designation of reinvestment zones, application for tax abatements and entering into tax abatement agreements, to stimulate growth and development.

It is the intent of the County that such incentives will be provided in accord with the procedures and criteria outlined in this document. However, nothing in these guidelines and criteria shall imply or suggest to be construed to imply or suggest that tax entities are under any obligation to provide any incentives to any applicant. All such applicants for tax phase-in incentives shall be considered on an individual basis for both the qualification for tax abatement and the amount of any tax abatement. The adoption of these guidelines and criteria shall not create any property, contract or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

Only that increase in the fair market value of the property directly resultant from the development, redevelopment, and improvement specified in the contract will be eligible for abatement, and then only to the extent that such increase exceeds the reduction in the fair market value of the other property of the Applicant located within the Lynn County reinvestment zone. All abatement contracts will be for a term no longer than allowed by law. Additionally, the Lynn County Commissioners Court reserves the right to negotiate a tax abatement agreement in order to compete favorably with other communities.

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

In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement as a minimum must meet the following:

- (a) Be an authorized Facility. A facility may be eligible for abatement if it is a(n):

Aquaculture/Agriculture Facility,
Distribution Center Facility,
Manufacturing Facility,
Office Building,
Regional Entertainment/Tourism Facility,
Research Facility,
Regional Service Facility,
Historic Building in designated area,
Wind Energy Facility
Solar Energy Facility or
Other Basic Industry

- (b) The project must be reasonably expected to have an increase in positive net economic benefit to Lynn County of at least \$1,000,000.00 over the life of the abatement, computed to include (but not limited to) new sustaining payroll and for capital improvement.

In consideration of the request for designation as a reinvestment zone and to receive tax abatement, the following factors will also be considered:

- (1) Jobs. The projected new jobs created including the number of jobs, the retention of existing jobs, the type of jobs, the average payroll, the total 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, the amount of direct sales tax that will be generated, the infrastructure improvements, by the County that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project.

- (3) Community Impact.

The pollution, if any, as well as other negative environmental impacts affecting the health and safety of the community that will be created by the project:

The revitalization of a depressed area;

The business opportunities of existing local vendors;

The alternative development possibilities for proposed site;

The impact on other taxing entities, including the use of municipal or county infrastructure; and/or

Whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Lynn County to another.

IV. ABATEMENT AUTHORIZED

- (a) **Authorized Date.** A facility may be eligible for tax abatement if it has applied for such abatement prior to the commencement of substantial construction; provided, that such facility meets the criteria granting tax abatement in reinvestment zones created in Lynn County pursuant to these Guidelines and Criteria for a period not to exceed ten years.
- (b) **Creation of New Value.** Abatement may only be granted for the additional value of eligible property 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 if required pursuant to IV (E)), subject to such limitations as the 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 facility replacement, 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 the following: new, expanded, replaced or modernized buildings and structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility, and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code.
- (e) **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,
 - Vehicles,
 - Vessels,
 - Aircraft,
 - Housing or residential property,
 - Fauna,
 - Flora,
 - Deferred Maintenance investments,
 - Property to be rented or leased except as provided in Part IV(f),

Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility,
 Property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas.

- (f) Owned/Leased Facilities. If a leased facility is granted an abatement, the agreement shall be executed with the lessor and lessee.
- (g) Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement or the qualifying facility in service date or whichever is later. The value of new eligible properties shall be abated according to the approved agreement between applicant and the governing body. The governing body, in its sole discretion, shall determine the amount of any abatement. The actual amount of abatement granted is in the sole discretion of the Lynn County Commissioner's Court, but shall not exceed a maximum abatement percentage of 100%.

The abatement may be extended through an initial agreement and a subsequent agreement as may be required to comply with state law regarding the term of the reinvestment zone.

- (h) 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 as determined each year shall be fully taxable.
 - (3) The additional value of new eligible property shall be taxable in the manner described in Part IV(g).

V. APPLICATION FOR TAX ABATEMENT

- (a) Any present or potential owner, assignee or lessee of taxable property in Lynn County may request the creation of a reinvestment zone and tax abatement by filing written request either with the County or applicable taxing entity. The completed Application must be accompanied by the payment of a Two Thousand dollar (\$2,000.00) non-refundable application fee for administrative costs associated with the processing of the tax abatement request. All checks in payment of the administrative fee shall be made payable to Lynn County. Notwithstanding anything in this Article V, the Commissioners' Court shall have the right to waive the requirement to file a written application, but in such event, the application fee shall not be waived.

- (b) The application shall consist of a completed written 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 which will be 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) In the case of modernizing or replacing existing facilities in whole or in part, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application; and
 - (6) The estimated number of employees to be utilized both on a temporary and full time basis along with an estimated payroll for the period of abatement.
 - (7) The application form shall require financial current financial statement and most recent audit 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 taxing entity receiving such application shall notify in writing the presiding officer of the legislative body of each affected jurisdiction. Before acting upon the application, the jurisdiction receiving such application shall through public hearings afford the applicant and the designated representative of any affected jurisdiction 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 jurisdiction receiving such application to be posted at least seven (7) days prior to the hearing.
- (d) The jurisdiction receiving the application shall approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The presiding officer of the legislative body of the jurisdiction receiving such application shall notify the applicant of the approval or disapproval promptly thereafter.
- (e) A request for reinvestment zone for the purpose of abatement shall not, except pursuant to subsection (e), be granted if the jurisdiction receiving the application finds that the request for the abatement was filed after the commencement of

substantial construction, alteration, or installation of improvements related to a proposed modernization expansion or new facility.

- (f) Variance. Requests for variance from the provisions of subsections (a) through (e) of Part V may be made in written form to the presiding officer of the jurisdiction receiving the application. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4) vote of the governing body of the affected jurisdiction as provided in State Statutes.

VI. PUBLIC HEARING

- (a) Should any affected jurisdiction be able to show cause in the public hearing why the granting of abatement will have a substantial adverse effect on its bonds, tax revenue, bond service incapacity or the provision of service for the bond, that showing shall be reason for the jurisdiction receiving the application to deny the granting of ad valorem tax abatement.
- (b) Neither a reinvestment zone nor an abatement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse affect on the provision of a government service or tax base of an affected jurisdiction.
 - (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 other governmental codes or laws.

VII. AGREEMENT

- (a) After approval of the tax abatement application, each affected jurisdiction shall formally pass a resolution and execute an agreement with the owner and /or lessee of the facility which shall include:
 - (1) Estimated value to be abated and the base year value.
 - (2) Percent of value to be abated each year as provided in Part IV(g) of these Guidelines and Criteria.
 - (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 as provided in Part V of these Guidelines and Criteria.

- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.
- (6) Amount of investment and/or average number of jobs on both a permanent and temporary basis, along with an estimated annual payroll for the period of abatement.
- (7) Said contract shall meet all of the requirements of Texas Tax Code Sec. 312 Et. Seq.
- (b) Such agreement shall be executed within thirty (30) days after the later of the date applicant has forwarded all necessary information to the jurisdiction receiving the application or the date of the approval of the application.
- (c) Each affected jurisdiction shall make its own determination of abatement which shall not bind any other affected jurisdiction.

VIII. RECAPTURE

- (a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting 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 abatement 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 each affected jurisdiction within the County within sixty (60) days from the date of termination.
- (b) Should the jurisdiction establishing a reinvestment zone and signing a tax abatement agreement determine that a company or individual is in default according to the terms and conditions of its agreement, the jurisdiction shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated. Further, it will be an automatic default under a tax abatement granted pursuant to these Guidelines and Criteria if the owner of the eligible property subject to the abatement is delinquent in paying any undisputed taxes to any taxing authority in Lynn County, Texas.
- (c) In the event that the company or individual:

- (1) Allows its ad valorem taxes owed the County or an affected jurisdiction to become delinquent and fails to timely and properly follow legal procedures for their protest and/or contest; or
- (2) Violates any of the terms and conditions of the abatement agreement and fails to cure 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.

IX. ADMINISTRATION

- (a) The Chief Appraiser of the Lynn 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 abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established, the Chief Appraiser shall notify the affected jurisdictions which levy taxes on the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction establishing the reinvestment zone and entering into a tax abatement agreement 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 a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction the jurisdiction establishing the reinvestment zone and entering into a tax abatement agreement shall annually evaluate each facility and report possible violations of the contract and/or agreement to each affected jurisdiction.
- (d) All proprietary information acquired by an affected jurisdiction for purposes 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 holder to a new owner or lessee of the same facility upon the approval by resolution of each affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with each affected jurisdiction.

- (b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the abatement agreement with the original owner and/or lessee.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any affected jurisdiction for outstanding taxes or other obligations.
- (d) Approval shall not be unreasonably withheld.

XI. SUNSET PROVISION

- (a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, unless amended by three quarters vote of the Commissioners Court of Lynn County, Texas, at which time all reinvestment zones and tax abatement contracts created pursuant hereto will be reviewed by each affected jurisdiction to determine whether the goals have been achieved. Based on that review, these Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) These Guidelines and Criteria do not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the affected jurisdiction.
- (c) Prior to the date for review, as defined above, these Guidelines and Criteria may be modified by a two-thirds (2/3) vote of the affected taxing authorities, as provided for under the laws of the State of Texas.

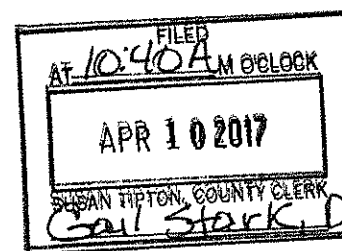
XII. SEVERABILITY AND LIMITATIONS

- (a) In the event that any section, clause, sentence, paragraph or any part of these Guidelines and Criteria shall for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.
- (b) Property that is in a reinvestment zone that is owned or leased by the following cannot benefit from a tax abatement:
 - (1) A member of the governing body of a municipality or by a member of a planning board or commission of the municipality; or
 - (2) A member of the commissioner's court or a member of a planning board or commission of the County is excluded from property tax abatement.
- (c) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of this Guideline Statement.

GLOSSARY

- (a) “Abatement” means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by the County or a city for economic development purposes.
- (b) “Aquaculture/Agriculture Facility” means building, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is of food and/or fiber products in commercially marketable quantities.
- (c) “Affected Jurisdiction” means Lynn County and any municipality, or school district, the majority of which is located in Lynn County that levies ad valorem taxes upon and/or provides services to property located within the proposed or existing reinvestment zone designated by Lynn County or any municipality.
- (d) “Agreement” means a contractual agreement between a property owner and/or lessee and the affected jurisdiction for the purpose of tax abatement.
- (e) “Base year value” means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for tax abatement.
- (f) “Deferred maintenance” means improvements necessary for continued operations which do not improve productivity or alter the process of technology.
- (g) “Distribution Center Facility” means building and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenue generated by activity at the facility are derived from outside of Lynn County.
- (h) “Expansion” means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (i) “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) “Manufacturing Facility” means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

- (k) "Modernization" means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) "New Facility" means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) "New Jobs" means a newly created employment position on a full-time permanent basis. Two or more part-time permanent employees totaling an average of not less than 40 hours per week may be considered as one full-time permanent employee.
- (n) "Office Building" means a new office building.
- (o) "Other Basic Industry" means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the County and results in the creation of new permanent jobs and new wealth in the County.
- (p) "Regional Entertainment/Tourism Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Lynn County.
- (q) "Research Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production process thereto.
- (r) "Regional Service Facility" means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service from which a majority of revenues generated by activity at the facility are derived from outside Lynn County.
- (s) "Wind Energy Facility" means buildings and structures, including but not limited to wind energy generating turbines, electric transmission lines, electric power substations, electrical gathering equipment, communications systems and roads, fixed machinery and equipment, used or to be used to provide electrical energy.



- 2016-1679

STATE OF TEXAS

COUNTY OF LYNN

§
§
§

ORDER DESIGNATING REINVESTMENT ZONE

WHEREAS, Notice of a proposed Designation of a Reinvestment Zone was published in a newspaper of local circulation and mailed to each taxing unit in the County in accordance with the Texas Tax Code; and

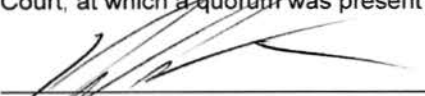
WHEREAS Lynn County desires to create a Reinvestment Zone in the County;

It is Hereby Ordered:

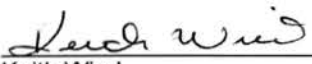
That the County designates the property located in Lynn County having the legal description attached to the Order as Exhibit "A" as the Staked Plains Energy Center Project Reinvestment Zone under Lynn County's Guidelines and Criteria for Tax Abatement under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, having determined that the designation will contribute to the retention and expansion of primary employment and will attract major investment in the zone that will benefit the zone and will contribute to the economic development of the County; and

That the County declares eligible for property tax abatement all eligible property now or hereafter located in the Staked Plains Energy Center Project Reinvestment Zone as authorized by Lynn County's Guidelines and Criteria for Tax Abatement.

Passed and approved at the regular meeting of the Lynn County Commissioners' Court, at which a quorum was present on December 12, 2016.



Judge Mike Braddock
County Judge



Keith Wied
Commissioner Precinct 1



Don Blair
Commissioner Precinct 3



John Hawthorne
Commissioner Precinct 2



Larry Durham
Commissioner Precinct 4

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The foregoing Resolution and Order is a true and correct copy of the Resolution and Order passed by the Commissioner's Court in open and regular session at the Lynn County Courthouse at 9:10 A.m. on the 12 day of December, 2016.

Susan Tipton

Susan Tipton
County Clerk, Lynn County, Texas

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EXHIBIT A

Reinvestment Zone Legal Description

REINVESTMENT ZONE – LYNN COUNTY

LEGAL DESCRIPTION: BEING APPROXIMATELY 234,222 ACRES OF LAND AND BEING ALL OF AND/OR ANY PORTIONS OF SECTIONS: 1, A-1456, 2, A-1459, 3, A-154, 4, A-588, 9, A-157, 10, A-586, 11, A-1457 AND 12, A-1461, BLOCK 10, E.L. & R.R. RR Co. SURVEY, 389, A-1489, 390, A-1518, 391, A-371, 392, A-1504, 395, A-165, 396, A-589, 397, A-1490, 398, A-1494, 399, A-1488, 400, A-1505, 401, A-193, 402, A-1063, 403, A-33, 404, 1513, 431, A-167 AND 432, A-1021, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 437, A-56, 438, A-574, 439, A-205, 440, A-460, 440, A-1014, 441, A-191 AND 442, A-1012, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 275, A-1492, 276, A-1483, 2, A-1518, 1359, A-1486 AND 1360, A-1511, E.L. & R.R. RR Co. SURVEY, 1331, A-338 AND 1332, A-961, D. & S.E. RR Co. SURVEY, 1, A-1068, BLOCK H, E.L. & R.R. RR Co. SURVEY, 1, A-132, 2, A-1295, 2, A-1170, 2, A-672, 2, A-1468, 2, A-1186, 2, A-1435, 49, A-176, 443, A-36, 444, A-1013, 445, A-35, 446, A-488, 447, A-38, 448, A-1447, 448, 787, 448, A-1183, 448, 1239, 449, A-44, 450, A-808, 450, A-1416, 450, A-1070, 450, A-1415, 451, A-45, 452, A-1425, 452, A-1496, 452, A-785, 452, A-STATE, 453, A-46, 454, A-1335, 454, A-1164, 454, A-1050, 455, A-47, 456, A-587, 457, A-43, 458, A-1236, 458, A-1232, 459, A-48, 460, A-805, 461, A-49, 462, A-717, 462, A-1159, 462, A-1051, 463, A-42, 464, A-1022, 464, A-841, 465, A-41, 466, A-843, 466, A-1332, 467, A-50, 468, A-758, 469, A-37, 471, A-23, 472, A-759, 472, A-1034, 472, A-1119, 473, A-22, 474, A-1030, 474, A-760, 476, A-1476, 476, A-722, 477, A-10, 478, A-724, 479, A-11, 480, A-1117, 480, A-849, 481, A-20, 482, A-846, 482, A-1083, 482, A-1128, 482, A-1106, 482, A-1108, 482, A-1221, 482, A-1266, 482, A-1079, 483, A-21, 485, A-39, 486, A-1145, 486, A-725, 486, A-1056, 490, A-757, 493, A-18, 494, A-850, 494, A-1408, 494, A-1172, 495, A-19, 496, A-1219, 496, A-851, 497, A-13, 498, A-1285, 498, A-820, 498, A-1258, 498, A-1264, 499, A-14, 500, A-818, 503, A-25, 504, A-560, 505, A-26, 506, A-723, 507, A-27, 508, A-954, 509, A-28, 1361, A-40, 1405, A-1484, 1406, A-1512, 1407, A-1058, 1408, A-1074, 1409, A-1059, 1410, A-608, 1411, A-9, 1412, A-606, 1415, A-1060, 1416, A-679, 1417, A-1061, 1418, A-1075, 1419, A-1485 AND 1420, A-1500, BLOCK 1, E.L. & R.R. RR Co. SURVEY, 1413, A-200, 1414, A-461, 1425, A-198, 1426, A-462, 1427, A-199 AND 1428, A-463, BLOCK 18, E.L. & R.R. RR Co. SURVEY, 501, A-67, 502, A-695, 502, A-1111, 502, 1122, 503, A-63, 504, A-1004, 504, A-989, 504, A-1003, 505, A-64, 506, A-938, 506, A-1072, 506, A-1557, 506, A-1169, 506, A-753, 507, A-66, 508, A-1185, 508, A-673, 515, A-70, 516, A-710, 517, A-71, 518, A-1311, 518, A-753, 518, 1255, 519, A-69, 520, A-792, 521, A-72, 522, A-793, 529, A-65, 530, A-1521, 530, A-1550, 530, A-1529 AND 530, A-709, BLOCK 1, G.C. & S.F. RR Co. SURVEY, 223, A-275 AND 224, A-547, BLOCK 2, G.B. & C.N.G. RR Co. SURVEY, 1, A-312, 2, A-533, 3, A-315, 4, A-534, 5, A-313, 9, A-316 AND 10, A-535, BLOCK 2, L. & S.V. RR Co. SURVEY, 433, A-57, BLOCK 3, JOHN H. GIBSON SURVEY, 434, A-727, 434, A-1005 AND 434, A-1127, JOHN H. GIBSON SURVEY, 1, A-806, 1, A-337 AND 1, A-1377, D. & S.E. RR Co. SURVEY, 99, A-341 AND 100, A-825, BLOCK 3, D. & S.E. RR Co. SURVEY, 101, A-124, 102, A-1314, 102, A-788 AND 102, A-1477, BLOCK 3, D. & W. RR Co. SURVEY, 103, A-171, 104, A-807 AND 104, A-1417, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 1362, A-1089, BLOCK 11, E.L. & R.R. RR Co. SURVEY, 404, A-1509, 406, A-1509, 551, A-89, 552, A-1095, 553, A-101, 554, A-1035, 559, A-86, 560, A-1071, 1421, A-1514, 1422, A-651, 1429, A-324 AND 1430, A-464, T.T. RR Co. SURVEY, 555, A-83, 556, A-502, 557, A-82 AND 558, A-557, T. & N.O. RR Co. SURVEY, 1323, A-1499, 1324, A-1503, 1365, A-1047, 1366, A-1096, 1367, A-1, 1368, A-1097, 1369, A-3, 1370, A-1087, 1371, A-2 AND 1372, A-1064, BLOCK 1, B.S. & F. SURVEY, 1321, A-322, 1322, A-1086, 1373, A-1073 AND 1374, A-1501, BLOCK 1, H. & O.B. RR Co. SURVEY, 561, A-81 AND 562, A-503, T. & N.O. RR Co. SURVEY, 601, A-268, 602, A-591, 603, A-269, 604, A-669, 605, A-68 AND 606, A-590, BLOCK 2, G.C. & S.F. RR Co. SURVEY, 527, A-204, 528, A-690, 528, A-1465, 557, A-192, 558, A-774, 558, A-1175, 559, A-55, 560, A-1309, 560, A-703, 560, A-1300, 560, A-1302 AND 560, A-1303,

BLOCK 2, E.L. & R.R. RR Co. SURVEY, 301, A-53 AND 302, A-544, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 303, A-73, 304, A-492, 305, A-76, 306, A-465, 309, A-75 AND 310, A-466, BLOCK 3, G.C. & S.F. RR Co. SURVEY, 307, A-282, 308, A-1330, 308, A-809 AND 308, A-1274, BLOCK 3, H. & O.B. RR Co. SURVEY, 201, A-109, 202, A-763, 203, A-102, 204, A-1410, 204, A-761, 204, A-1440, 205, A-91, 206, A-764, 207, A-97, 208, A-1331, 208, A-730, 208, A-1294, 208, A-1299, 209, A-92, 210, A-761, 210, A-1410, 210, A-732, 211, A-100, 212, A-762, 213, A-110, 214, A-1317, 214, A-1018 AND 214, A-735, BLOCK 4, T.T. RR Co. SURVEY, 1, A-544, 2, A-1375, 2, A-942, 2, A-1215, 3, A-151, 4, A-952, 4, A-1123, 5, A-142, 6, A-815, 6, A-1341, 7, A-152, 8, A-1208, 8, A-860, 8, A-1540, 8, A-1554, 9, A-153, 10, A-991, 10, A-1053, 10, A-733, 11, A-144, 12, A-1351, 12, A-1355, 12, A-1482, 12, A-861, 13, A-143, 14, A-795, 15, A-145, 16, A-1406, 16, A-1404, 16, A-731, 16, A-1405, 17, A-146, 18, A-736, 18, A-1273, 19, A-147, 20, A-737, 20, A-992, 20, A-1131, 21, A-148, 22, A-1353, 22, A-749, 22, A-1048, 23, A-149, 24, A-1139, 24, A-796, 24, A-1124, 25, A-266, 26, A-1346, 26, A-797, 26, A-1218, 27, A-219, 28, A-930, 35, A-222, 36, A-1467, 36, A-1545, 36, A-931, 37, A-223, 38, A-928, 39, 212, 40, A-901, 81, A-172, 82, A-506, 222, A-543 AND 1274, A-474, BLOCK 8, E.L. & R.R. RR Co. SURVEY, 405, A-288 AND 406, A-784, BLOCK 9, H.E. & W.T. RR Co. SURVEY, 410, A-827, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 3, A-457, 221, A-134, 223, A-136, 224, A-545 AND 1273, A-1276, E.L. & R.R. RR Co. SURVEY, 27, A-177, 28, A-1126, 28, A-1436, 28, A-655, 41, A-259, 42, A-798, 42, A-1148 AND 42, 1147, BLOCK H, E.L. & R.R. RR Co. SURVEY, 39, A-296 AND 40, A-738, BLOCK 18, H.E. & W.T. RR Co. SURVEY, 563, A-8 AND 564, A-584, BROOKS & BURLESON SURVEY, 565, A-116, A.B. & M. SURVEY, 1, A-402, 2, A-964, 2, A-702 AND 2, A-1228, BLOCK Q, H.E. & W.T. RR Co. SURVEY, 3, A-133, 4, A-842, 4, A-1270 AND 4, A-1233, BLOCK Q, E.L. & R.R. RR Co. SURVEY, 1, A-321, BLOCK RT, R.T. CO. SURVEY, 1, A-1025, 1, A-1390, 1, A-1000, 1, 1032, 1, A-1376, BLOCK MH, S.N.M.C.D. SURVEY, 1, A-284, 2, A-1389, 2, A-1392, 2, A-1393, 2, A-1246, 2, A-1387, 2, A-1385, 2, A-681, 2, A-1382, 3, A-285, 4, A-1112, 4, A-694, 4, A-1324, 4, A-1356, 5, A-286, 6, A-680 AND 6, A-1379, BLOCK 1, H.E. & W.T. RR Co. SURVEY, 5, A-163, 6, A-687, 7, A-162, 8, A-648, 9, A-161, 16, A-854, 17, A-267 AND 18, A-688, BLOCK 7, E.L. & R.R. RR Co. SURVEY, 3, A-400 AND 4, A-646, BLOCK D20, G.W.T. & P. RR Co. SURVEY, 5, A-438 AND 6, A-647, BLOCK D20, W.T. RR Co. SURVEY, 23, A-401, 24, A-1008, 24, A-1527, 24, A-1357, 24, A-715, 24, A-1427 AND 24, A-1556, H.E. & W.T. RR Co. SURVEY, 12, A-1191, 12, A-979, 12, A-1100, 13, A-1301, 13, A-854, 14, A-1179, 14, A-1263, 14, A-1182, 14, A-812, 15, A-1305, 15, A-814, 15, A-1298, 15, A-1304, 16, A-996, 16, A-816, 16, A-1381, 16, A-STATE, 17, 1340, 17, A-1391, 17, A-1386, 17, A-1383 AND 18, A-1267, BLOCK D23, PUBLIC SCHOOL LAND SURVEY, 1251, A-1272, 1252, A-650, 1257, A-1237, 1258, A-649, A.B. & M. SURVEY, 1, A-271, 2, A-1153, 2, A-697, 2, A-1297, 2, A-1155, 2, A-1154 AND 12, A-667, BLOCK L, G.W.T. & P. RR Co. SURVEY, 3, A-310, 4, A-1141, 4, A-1316, 4, A-660, 4, A-1313, 5, A-309, 6, A-1105, 6, 682 AND 6, 1394, BLOCK L, I. RR Co. SURVEY, 7, A-4, 8, A-626, 11, A-272, 15, A-6, 16, A-668, 259, A-122, 260, A-927, 260, A-1031, 261, A-120, 262, A-659, 263, A-121 AND 264, A-862, BLOCK L, B.S. & F. SURVEY, 17, A-439, 18, 1039, 18, A-1243, 18, A-899 AND 18, A-1167, BLOCK L, D. & S.E. RR Co. SURVEY, 1, A-1279 AND 2, A-456, JASPER HAYS SURVEY, 1263, A-1277, 1264, A-614, 1265, A-1241 AND 1266, A-615, JOHN H. GIBSON SURVEY, 1, A-60, 2, A-1265, 2, A-1259, 2, A-801, 2, A-1261, 13, A-61 AND 14, A-638, BLOCK J, G.W.T. & P. RR Co. SURVEY, 3, A-34, 4, A-625, 15, A-131, 16, A-844, 17, A-52, 18, A-800, 18, A-1203, 18, A-1033, 19, A-51, 20, A-800, 20, A-1528, 20, A-696, 20, A-1433 AND 20, A-1531, BLOCK J, E.L. & R.R. RR Co. SURVEY, 5, A-80 AND 6, A-628, BLOCK J, H. & W. SURVEY, 7, A-270 AND 8, A-639, JOHN H. GIBSON SURVEY, 9, A-119 AND 10, A-363, BLOCK J, B.S. & F. SURVEY, 11, A-115 AND 12, A-637, BLOCK J, A.C.H. & B. SURVEY, 1271, A-1271, 1272, A-612, 1272, A-1250 AND 1272, A-1315, A.B. & M. SURVEY, 9, A-1388, 10, A-1275, 12, A-1116, 13, A-306, 14, A-613, 14, A-1225, 15, A-261 AND 32, A-1322, BLOCK 24, H.E. & W.T. RR Co. SURVEY, 1, A-125, 2, A-1506, 3, A-597, 4, A-616, 5, A-127, 6, A-1336, 6, A-1319, 8, A-627, 9, A-126 AND 10, A-1115, BLOCK O, D. & W. RR Co. SURVEY, 7, A-605, BLOCK O, S. & M. SURVEY, 36, A-1326, 36, A-1325 AND 37, A-1296, BLOCK 24, C.A. JOPLIN SURVEY, AND 1, A-170 AND 2, A-642, BLOCK M, A.L. & R.R. RR Co. SURVEY, AND LEAGUES: 1, A-114, 3, A-112, AND 4, A-113, WILSON COUNTY SCHOOL LAND SURVEY,

ALL LYING IN AND BEING SITUATED OUT OF LYNN COUNTY, TEXAS: SAID 234,222 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of the common line of Garza County, Texas and said Lynn County with the north line of Borden County, Texas for the southeast corner hereof and having an approximate Latitude and Longitude of 32.9611° and 101.5575°;

THENCE North 87°49'09" West a distance of 14800.40 feet along the common line of said Borden and Lynn Counties to a point for an ell corner hereof and having an approximate Latitude and Longitude of 32.9614° and 101.6057°;

THENCE North 02°01'50" East a distance of 26429.58 feet crossing said Section 9, A-157, Section 4, A-588, Section 396, A-589, Section 431, A-167 and Section 438, A-574 to a point at or near the common line of said Section 438 and Section 437, A-56 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0341° and 101.6052°;

THENCE North 87°59'33" West a distance of 63533.34 feet generally along the south lines of said Section 437, Section 440, A-1014, Section 439, A-205, Section 434, A-1127 and A-1005, Section 101, A-124, Section 406, A-784, Section 405, A-288, Section 410, A-827, Section 17, A-146, Section 18, A-736, Section 19, A-147, Section 20, A-1131, A-992 and A-737, and Section 21, A-148 to a point at or near the common line of said Section 21 and Section 28, A-930 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0348°, and 101.8125°;

THENCE South 01°47'54" West a distance of 5291.17 feet crossing said Section 28 to a point at or near the south line of said Section 28 for an ell corner hereof;

THENCE North 88°10'20" West a distance of 7130.11 feet generally along the south line of said Section 28 and Section 27, A-219 to a point at or near the common line of said Section 27 and Section 35, A-222 for an interior corner hereof;

THENCE South 01°48'51" West a distance of 7150.57 feet crossing said Section 35 and Section 40, A-901 to a point for an ell corner hereof and having an approximate Latitude and Longitude of 33.0006° and 101.8358°;

THENCE North 88°01'41" West a distance of 17885.32 feet crossing said Section 40, Section 39, A-212, Section 38, A-928 and Section 27, A-177 to a point at or near the west line of said Section 27 for the southerly southwest corner hereof and having an approximate Latitude and Longitude of 33.0008° and 101.8941°;

THENCE North 01°23'15" East a distance of 2356.93 feet generally along the west line of said Section 27 and Section 28, A-1126 to a point at or near the northeast corner of Section 26, Block H, EL & RR RR Co. Survey, A-1423 for an interior corner of said Section 28 and hereof;

THENCE North 87°43'53" West a distance of 226.05 feet generally along the common line of said Section 28 and 28 to a point at or near the westerly southwest corner of said Section 28 for an ell corner hereof;

THENCE North 01°59'22" East a distance of 15849.85 feet generally along the west line of said Section 28, A-1126 and A-1436, Section 41, A-259 and Section 42, A-798 and A-1148 to a point at or near the northwest corner of said A-1148 and an ell corner hereof;

THENCE South 87°43'16" East a distance of 102.02 feet generally along the north line of said A-1148 to a point at or near the southwest corner of said Section 49, A-176 for an interior corner hereof;

THENCE North 02°23'40" East a distance of 31585.79 feet generally along the west line of said Section 49, Section 40, A-738, Section 39, A-296, Section 82, A-506, Section 10, A-535, and Section 3, A-315 to a point at or near the northwest corner of said Section 3 for an angle point hereof;

THENCE North 01°45'26" East a distance of 15944.67 feet generally along the west line of said Section 4, A-534, Section 5, A-313 and Section 309, A-75 to a point at or near the northwest corner of said Section 309 for the westerly northwest corner hereof and having an approximate Latitude and Longitude of 33.1815° and 101.8936°;

THENCE South 87°40'52" East a distance of 21310.45 feet generally along the north line of said Section 309, Section 310, A-466, Section 565, A-116 and Section 563, A-8 to a point at or near the northeast corner of said Section 563 for an ell corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.8239°;

THENCE South 01°51'15" West a distance of 10602.69 feet generally along the east line of said Section 563 and Section 564, A-584 to a point at or near the northeast corner of said Section 223, A-275 for an interior corner hereof;

THENCE South 87°40'11" East a distance of 5364.04 feet generally along the north line of said Section 224, A-547 to a point at or near the northeast corner of said Section 224 for an ell corner hereof;

THENCE South 01°39'20" West a distance of 10640.57 feet generally along the east line of said Section 224 and Section 304, A-492 to a point at or near the northeast corner of said Section 301, A-53 for an interior corner hereof;

THENCE South 87°55'57" East a distance of 10610.55 feet generally along the north line of said Section 490, A-757 and Section 205, A-91 to a point at or near the northwest corner of said Section 471, A-23 for an interior corner hereof;

THENCE North 01°57'21" East a distance of 21370.50 feet generally along the west line of said Section 469, A-37, Section 476, A-722 and A-1478, Section 483, A-21 and Section 493, A-18 to a point at or near the common corner of Section 491, Block 1, EL. & RR RR Co. Survey, A-17 and said Section 500, A-818, Section 499, A-14 and Section 493, A-18 and an interior corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.7715°;

THENCE North 88°04'20" West a distance of 5327.73 feet generally along the south line of said Section 500 to a point at or near the southwest corner of said Section 500 for an ell corner hereof;

THENCE North 01°54'27" East a distance of 5329.35 feet generally along the west line of said Section 500 to a point at or near the northwest corner of said Section 500 for an angle point hereof;

THENCE North 17°47'07" East a distance of 11117.21 feet crossing said Section 503, A-25 and Section 509, A-28 to a point at or near the north line of said Section 509 for an ell corner hereof and having an approximate Latitude and Longitude of 33.2251° and 101.7788°;

THENCE South 87°59'55" East a distance of 18237.61 feet generally along the north line of said Section 509, Section 508, A-54, Section 507, A-27 and Section 1, A-321 to a point at or near the northwest corner of said Section 508, A-1185 for an interior corner hereof;

THENCE North 01°44'55" East a distance of 15867.28 feet generally along the west line of said Section 1, A-1032 and A-1025, Section 9, A-161 and Section 16, A-854 to a point at or near the southwest corner of said Section 3, A-400 for an interior corner hereof and having an approximate Latitude and Longitude of 33.2685° and 101.7192°;

THENCE North 88°12'26" West a distance of 15902.78 feet generally along the south line of said Section 4, A-646, Section 23, A-401 and Section 24, A-1556, A-715 and A-1357 to a point at or near the southwest corner of said A-1357 for an ell corner hereof;

THENCE North 02°21'57" East a distance of 7880.88 feet generally along the west line of said Section 24, A-1357 and A-1008 and Section 6, A-647 to a point at or near the northwest corner of said Section 6 for an angle point hereof and having an approximate Latitude and Longitude of 33.2902° and 101.7710°;

THENCE North 50°01'47" East a distance of 5127.04 feet crossing said Section 12, A-1191 and A-979, Section 18, A-1267 and League 3, A-112 to a point for an angle point hereof;

THENCE South 79°27'34" East a distance of 4085.72 feet crossing said League 3 to a point at or near the intersection of the common line of said League 3 and Section 18, A-1267 and U.S. Highway 87 for an angle point hereof;

THENCE North 44°39'15" East a distance of 13436.41 feet generally along said highway and crossing said League 3, and League 4, A-113 to a point for an interior corner hereof and having an approximate Latitude and Longitude of 33.3249° and 101.7153°;

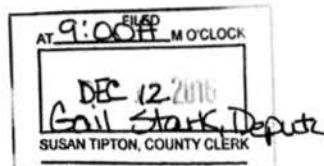
THENCE North 01°35'45" East a distance of 25057.02 feet crossing said League 4, League 1, A-114, Section 2, A-642 and Section 32, A-1322 to a point at or near the common line of Lubbock County, Texas and said Lynn County for the northerly northwest corner hereof and having an approximate Latitude and Longitude of 33.3938° and 101.7155°;

THENCE South 88°50'51" East a distance of 48454.80 feet generally along said common county line to a point at or near the common corner of Crosby County, Texas and said Garza, Lynn and Lubbock Counties for the northeast corner hereof and having an approximate Latitude and Longitude of 33.3951° and 101.5568°;

THENCE generally along the common line of said Garza and Lynn Counties the following five (5) calls:

1. South 01°47'10" West a distance of 50448.57 feet to a point for an angle point;
2. South 01°50'22" West a distance of 27318.21 feet to a point for an angle point;
3. South 01°43'50" West a distance of 48382.52 feet to a point for an angle point;
4. South 01°27'15" West a distance of 5315.79 feet to a point for an angle point;
5. South 01°39'09" West a distance of 26438.87 feet to the **POINT OF BEGINNING** and containing 234,222 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 Latitude (North) and Longitude (West) and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference



The Lynn County Clerk has added this
Page to document # 2016-1679
In order to add recording information.

FILED FOR RECORD
AT 9:00 O'CLOCK A M
ON THE 12 DAY OF Dec
A.D., 2016
VOL. 464 Page 234
In the DPR Records

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Susan Tipton
Susan Tipton
COUNTY CLERK, LYNN COUNTY, TEXAS



GS

VOL 464 PAGE 241

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN REINVESTMENT ZONES

Lynn County, Texas

I. PURPOSE

Lynn County, hereinafter referred to as "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 phase-in, which includes the designation of reinvestment zones, application for tax abatements and entering into tax abatement agreements, to stimulate growth and development.

It is the intent of the County that such incentives will be provided in accord with the procedures and criteria outlined in this document. However, nothing in these Guidelines and Criteria shall imply or suggest to be construed to imply or suggest that tax entities are under any obligation to provide any incentives to any applicant. All such applicants for tax phase-in incentives shall be considered on an individual basis for both the qualification for tax abatement and the amount of any tax abatement. The adoption of these guidelines and criteria shall not create any property, contract or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

Only that increase in the fair market value of the property directly resultant from the development, redevelopment, and improvement specified in the contract will be eligible for abatement, and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the Applicant located within the jurisdiction creating the reinvestment zone. All abatement contracts will be for a term no longer than allowed by law. Additionally, the Lynn County Commissioners Court reserves the right to negotiate a tax abatement agreement in order to compete favorably with other communities.

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

In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement as a minimum must meet the following:

- (a) Be an authorized Facility. A facility may be eligible for abatement if it is a(n):

Aquaculture/Agriculture Facility,

Distribution Center Facility,
Manufacturing Facility,
Office Building,
Regional Entertainment/Tourism Facility,
Research Facility,
Regional Service Facility,
Historic Building in designated area,
Wind Energy Facility or
Other Basic Industry

- (b) The project must be reasonably expected to have an increase in positive net economic benefit to Lynn County of at least \$150,000.00 over the life of the abatement, computed to include (but not limited to) new sustaining payroll and for capital improvement.

In consideration of the request for designation as a reinvestment zone and to receive tax abatement, the following factors will also be considered:

- (1) Jobs. The projected new jobs created including the number of jobs, the retention of existing jobs, the type of jobs, the average payroll, the total 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, the amount of direct sales tax that will be generated, the infrastructure improvements by the County that will be required by the facility, the infrastructure improvements made by the facility, and the compatibility of the project.
- (3) Community Impact.

The pollution, if any, as well as other negative environmental impacts affecting the health and safety of the community that will be created by the project:

The revitalization of a depressed area;

The business opportunities of existing local vendors;

The alternative development possibilities for proposed site;

The impact on other taxing entities, including the use of municipal or county infrastructure; and/or

Whether the improvement is expected to solely or primarily have the effect of transferring employment from one part of Lynn County to another.

IV. ABATEMENT AUTHORIZED

- (a) Authorized Date. A facility may 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 granting tax abatement in reinvestment zones created in Lynn County pursuant to these Guidelines and Criteria for a period not to exceed ten years.
- (b) Creation of New Value. Abatement may only be granted for the additional value of eligible property 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 if required pursuant to IV (E)), subject to such limitations as the 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 facility replacement, 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 the following: new, expanded, replaced or modernized buildings and structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility, and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code.
- (e) 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,
- Vehicles,
- Vessels,
- Aircraft,
- Housing or residential property,
- Fauna,

Flora,
Deferred Maintenance investments,
Property to be rented or leased except as provided in Part IV(f),
Any improvements including those to produce, store or distribute natural gas or fluids that are not integral to the operation of the facility,
Property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas.

- (f) Owned/Leased Facilities. If a leased facility is granted an abatement, the agreement shall be executed with the lessor and lessee.
- (g) Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement or the qualifying facility in service date or whichever is later. The value of new eligible properties shall be abated according to the approved agreement between applicant and the governing body. The governing body, in its sole discretion, shall determine the amount of any abatement. The table in the attached Exhibit "A", incorporated herein by referenced, shall be the maximum abatement available, the actual amount of abatement granted is in the sole discretion of the Lynn County Commissioner's Court, but shall not exceed said maximum.

The abatement may be extended through an initial agreement and a subsequent agreement as may be required to comply with state law regarding the term of the reinvestment zone.

- (h) 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 as determined each year shall be fully taxable.
 - (3) The additional value of new eligible property shall be taxable in the manner described in Part IV(g).

V. APPLICATION FOR TAX ABATEMENT

- (a) Any present or potential owner, assignee or lessee of taxable property in Lynn County may request the creation of a reinvestment zone and tax abatement by filing written request either with the County or applicable taxing entity. The completed Application must be accompanied by the payment of a five hundred dollar (\$500) non-refundable application fee for

administrative costs associated with the processing of the tax abatement request. All checks in payment of the administrative fee shall be made payable to Lynn 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 which will be 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) in the case of modernizing or replacing existing facilities in whole or in part, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application; and
 - (6) The application form may require such 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 taxing entity receiving such application shall notify in writing the presiding officer of the legislative body of each affected jurisdiction. Before acting upon the application, the jurisdiction receiving such application shall through public hearings afford the applicant and the designated representative of any affected jurisdiction 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 jurisdiction receiving such application to be posted at least seven (7) days prior to the hearing.
- (d) The jurisdiction receiving the application shall approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The presiding officer of the legislative body of the jurisdiction receiving such application shall notify the applicant of the approval or disapproval promptly thereafter.

- (e) A request for reinvestment zone for the purpose of abatement shall not, except pursuant to subsection (e), be granted if the jurisdiction receiving the application finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization expansion or new facility.
- (f) Variance. Requests for variance from the provisions of subsections (a) through (e) of Part V may be made in written form to the presiding officer of the jurisdiction receiving the application. Such request shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4) vote of the governing body of the affected jurisdiction as provided in State Statutes.

VI. PUBLIC HEARING

- (a) Should any affected jurisdiction be able to show cause in the public hearing why the granting of abatement will have a substantial adverse effect on its bonds, tax revenue, service incapacity or the provision of service, that showing shall be reason for the jurisdiction receiving the application to deny the granting of ad valorem tax abatement.
- (b) Neither a reinvestment zone nor an abatement shall be authorized if it is determined that:
 - (1) There would be a substantial adverse affect on the provision of a government service or tax base of an affected jurisdiction.
 - (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 other governmental codes or laws.

VII. AGREEMENT

- (a) After approval of the tax abatement application, each affected jurisdiction shall formally pass a resolution and execute an agreement with the owner and/or lessee of the facility which shall include:
 - (1) Estimated value to be abated and the base year value.

- (2) Percent of value to be abated each year as provided in Part IV(g) of these Guidelines and Criteria.
 - (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 as provided in Part V of these Guidelines and Criteria.
 - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration and assignment as provided herein and other provisions that may be required for uniformity or by state law.
 - (6) Amount of investment and/or average number of jobs involved for the period of abatement.
 - (7) Said contract shall meet all of the requirements of Texas Tax Code Sec. 312 et. seq.
- (b) Such agreement shall be executed within thirty (30) days after the later of the date applicant has forwarded all necessary information to the jurisdiction receiving the application or the date of the approval of the application.
 - (c) Each affected jurisdiction shall make its own determination of abatement which shall not bind any other affected jurisdiction.

VIII. RECAPTURE

- (a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting 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 abatement 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 each affected jurisdiction within the County within sixty (60) days from the date of termination.
- (b) Should the jurisdiction establishing a reinvestment zone and signing a tax abatement agreement determine that a company or individual is in default according to the terms and conditions of its agreement, the jurisdiction

shall notify the company or individual in writing at the address stated in the agreement, and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement shall be terminated. Further, it will be a default under a tax abatement granted pursuant to these Guidelines and Criteria if the owner of the eligible property subject to the abatement is delinquent in paying any undisputed taxes to any taxing authority in Lynn County, Texas.

(c) In the event that the company or individual:

- (1) Allows its ad valorem taxes owed the County or an affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
- (2) Violates any of the terms and conditions of the abatement agreement and fails to cure 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.

IX. ADMINISTRATION

- (a) The Chief Appraiser of the Lynn 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 abatement shall furnish the assessor with such information as may be necessary for abatement, including the number of new or retained employees associated with the facility. Once value has been established, the Chief Appraiser shall notify the affected jurisdictions which levy taxes on the amount of the assessment.
- (b) The agreement shall stipulate that employees and/or designated representatives of the jurisdiction establishing the reinvestment zone and entering into a tax abatement agreement 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 a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction the jurisdiction establishing the reinvestment zone and entering into a tax abatement agreement shall

annually evaluate each facility and report possible violations of the contract and/or agreement to each affected jurisdiction.

- (d) All proprietary information acquired by an affected jurisdiction for purposes 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 holder to a new owner or lessee of the same facility upon the approval by resolution of each affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with each affected jurisdiction.
- (b) The contractual agreement with the new owner or lessee shall not exceed the termination date of the abatement agreement with the original owner and/or lessee.
- (c) No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any affected jurisdiction for outstanding taxes or other obligations.
- (d) Approval shall not be unreasonably withheld.

XI. SUNSET PROVISION

- (a) These Guidelines and Criteria are effective upon the date of the adoption and will remain in force for two (2) years, unless amended by three quarters vote of the Commissioners Court of Lynn County, Texas, at which time all reinvestment zones and tax abatement contracts created pursuant hereto will be reviewed by each affected jurisdiction to determine whether the goals have been achieved. Based on that review, these Guidelines and Criteria may be modified, renewed or eliminated, providing that such actions shall not affect existing contracts.
- (b) These Guidelines and Criteria do not amend any existing Industrial District Contracts or agreements with the owners of real property in areas deserving of specific attention as agreed by the affected jurisdiction.
- (c) Prior to the date for review, as defined above, these Guidelines and Criteria may be modified by a two-thirds (2/3) vote of the affected taxing authorities, as provided for under 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 and Criteria shall for any reason, be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair, or invalidate the remainder of these Guidelines and Criteria.
- (b) Property that is in a reinvestment zone that is owned or leased by the following cannot benefit from a tax abatement:
 - (1) A member of the governing body of a municipality or by a member of a planning board or commission of the municipality; or
 - (2) A member of the commissioner's court or a member of a planning board or commission of the County is excluded from property tax abatement.
- (c) If these Guidelines and Criteria have omitted any mandatory requirements of the applicable tax abatement laws of the State of Texas, then such requirements are hereby incorporated as a part of this Guideline Statement.

GLOSSARY

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by the County or a city for economic development purposes.
- (b) "Aquaculture/Agriculture Facility" means building, structures and major earth structure improvements, including fixed machinery and equipment, the primary purpose of which is of food and/or fiber products in commercially marketable quantities.
- (c) "Affected Jurisdiction" means Lynn County and any municipality, or school district, the majority of which is located in Lynn County that levies ad valorem taxes upon and/or provides services to property located within the proposed or existing reinvestment zone designated by Lynn County or any municipality.
- (d) "Agreement" means a contractual agreement between a property owner and/or lessee and the affected jurisdiction for the purpose of tax abatement.
- (e) "Base year value" means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the filing of an application for tax abatement.
- (f) "Deferred maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process of technology.
- (g) "Distribution Center Facility" means building and structures, including machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the facility, from which a majority of revenue generated by activity at the facility are derived from outside of Lynn County.
- (h) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.
- (i) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- (j) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

- (k) “Modernization” means the upgrading and or replacement of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.
- (l) “New Facility” means improvements to real estate previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (m) “New Jobs” means a newly created employment position on a full-time permanent basis. Two or more part-time permanent employees totaling an average of not less than 40 hours per week may be considered as one full-time permanent employee.
- (n) “Office Building” means a new office building.
- (o) “Other Basic Industry” means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the County and results in the creation of new permanent jobs and new wealth in the County.
- (p) “Regional Entertainment/Tourism Facility” means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by activity at the facility are derived from outside Lynn County.
- (q) “Research Facility” means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production process thereto.
- (r) “Regional Service Facility” means buildings and structures, including fixed machinery and equipment, used or to be used to provide a service from which a majority of revenues generated by activity at the facility are derived from outside Lynn County.
- (s) “Wind Energy Facility” means buildings and structures, including but not limited to wind energy generating turbines, electric transmission lines, electric power substations, electrical gathering equipment, communications systems and roads, fixed machinery and equipment, used or to be used to provide electrical energy.

Tab Item 17

Signature Pages

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

George McFarland

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

George McFarland

Signature (Authorized School District Representative)

3/9/2017

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

Philip Moore

Print Name (Authorized Company Representative (Applicant))

Vice President - Development

Title

sign
here

Philip Moore

Signature (Authorized Company Representative (Applicant))

3/7/2017

Date

GIVEN under my hand and seal of office this, the

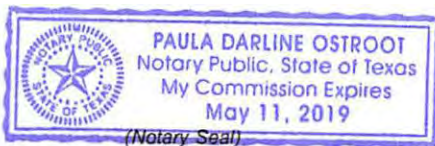
7th day of March 2017

Paula D. Ostroot

Notary Public in and for the State of Texas

My Commission expires:

5/11/2019



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 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

Dr. George McFarland

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

George McFarland

Signature (Authorized School District Representative)

Date

3/24/2017

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

Philip Moore

Print Name (Authorized Company Representative (Applicant))

Vice President - Development

Title

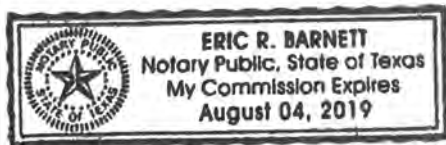
sign
here

Philip Moore

Signature (Authorized Company Representative (Applicant))

Date

3/21/2017



(Notary Seal)

GIVEN under my hand and seal of office this, the

21st day of March, 2017

Eric R. Barnett

Notary Public in and for the State of Texas

My Commission expires: August 4, 2019

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.



As of : 06/02/2017 15:47:58

[illegible]



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

April 13, 2017

George McFarland
Superintendent
Tahoka Independent School District
PO Box 1230
Tahoka, Texas 79373

Re: Certificate for Limitation on Appraised Value of Property for School District
Maintenance and Operations Taxes by and between Tahoka Independent School District
and Tahoka Wind, LLC, Application 1181

Dear Superintendent McFarland:

On March 30, 2017, the Comptroller issued written notice that Tahoka Wind, LLC (applicant) submitted a completed application (Application 1181) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on March 9, 2017, to the Tahoka Independent School District (school district) by the applicant.

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

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

Determination required by 313.025(h)

Sec. 313.024(a)	Applicant is subject to tax imposed by Chapter 171.
Sec. 313.024(b)	Applicant is proposing to use the property for an eligible project.
Sec. 313.024(d)	Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a

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

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 1181.

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

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

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

Determination required by 313.026(c)(2)

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

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

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

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2017.

Note that any building or improvement existing as of the application review start date of March 30, 2017, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Reissig", is written over the printed name.

Mike Reissig
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Tahoka Wind, LLC (project) applying to Tahoka Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

Table 1 is a summary of investment, employment and tax impact of Tahoka Wind, LLC.

Applicant	Tahoka Wind, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Tahoka ISD
Estimated 2015-2016 Average Daily Attendance	546
County	Lynn
Proposed Total Investment in District	\$352,640,000
Proposed Qualified Investment	\$342,640,000
Limitation Amount	\$20,000,000
Qualifying Time Period (Full Years)	2018-2019
Number of new qualifying jobs committed to by applicant	6*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$770
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)	\$770
Minimum annual wage committed to by applicant for qualified jobs	\$40,049
Minimum weekly wage required for non-qualifying jobs	\$797
Minimum annual wage required for non-qualifying jobs	\$41,445
Investment per Qualifying Job	\$58,773,333
Estimated M&O levy without any limit (15 years)	\$35,062,402
Estimated M&O levy with Limitation (15 years)	\$9,618,749
Estimated gross M&O tax benefit (15 years)	\$25,443,653

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

Table 2 is the estimated statewide economic impact of Tahoka Wind, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2018	200	(163)	37	\$8,000,000	-\$5,802,730	\$2,197,270
2019	6	14	19.5313	\$240,293	\$980,407	\$1,220,700
2020	6	19	25	\$240,293	\$1,956,977	\$2,197,270
2021	6	23	29	\$240,293	\$1,956,977	\$2,197,270
2022	6	25	31	\$240,293	\$2,323,187	\$2,563,480
2023	6	25	31	\$240,293	\$2,689,397	\$2,929,690
2024	6	21	27	\$240,293	\$2,445,257	\$2,685,550
2025	6	29	35	\$240,293	\$3,055,607	\$3,295,900
2026	6	25	31	\$240,293	\$2,445,257	\$2,685,550
2027	6	25	31	\$240,293	\$2,933,537	\$3,173,830
2028	6	21	27	\$240,293	\$2,689,397	\$2,929,690
2029	6	12	18	\$240,293	\$1,956,977	\$2,197,270
2030	6	10	16	\$240,293	\$1,224,547	\$1,464,840
2031	6	6	12	\$240,293	\$1,224,547	\$1,464,840
2032	6	4	10	\$240,293	\$492,127	\$732,420
2033	6	4	10	\$240,293	\$736,267	\$976,560

Source: CPA REMI, Tahoka Wind, LLC

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

Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives										
Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Tahoka ISD I&S Tax Levy	Tahoka ISD M&O Tax Levy	Tahoka ISD M&O and I&S Tax Levies	Lynn County Tax Levy	Lynn County Hospital District Tax Levy	High Plains Underground Water Conservation District No. 1 Tax Levy	Estimated Total Property Taxes
2019	\$335,787,200	\$335,787,200		\$960,351	\$3,928,710	\$4,889,062	\$2,988,506	\$981,170	\$25,184	\$8,858,738
2020	\$308,943,824	\$308,943,824		\$883,579	\$3,614,643	\$4,498,222	\$2,749,600	\$902,734	\$23,171	\$8,150,556
2021	\$284,246,742	\$284,246,742		\$812,946	\$3,325,687	\$4,138,633	\$2,529,796	\$830,569	\$21,319	\$7,498,998
2022	\$261,524,321	\$261,524,321		\$747,960	\$3,059,835	\$3,807,794	\$2,327,566	\$764,174	\$19,614	\$6,899,535
2023	\$240,618,655	\$240,618,655		\$688,169	\$2,815,238	\$3,503,408	\$2,141,506	\$703,088	\$18,046	\$6,348,001
2024	\$221,384,465	\$221,384,465		\$633,160	\$2,590,198	\$3,223,358	\$1,970,322	\$646,885	\$16,604	\$5,840,565
2025	\$203,688,093	\$203,688,093		\$582,548	\$2,383,151	\$2,965,699	\$1,812,824	\$595,177	\$15,277	\$5,373,699
2026	\$187,406,567	\$187,406,567		\$535,983	\$2,192,657	\$2,728,640	\$1,667,918	\$547,602	\$14,055	\$4,944,160
2027	\$172,426,751	\$172,426,751		\$493,141	\$2,017,393	\$2,510,534	\$1,534,598	\$503,831	\$12,932	\$4,548,963
2028	\$158,644,559	\$158,644,559		\$453,723	\$1,856,141	\$2,309,865	\$1,411,937	\$463,559	\$11,898	\$4,185,361
2029	\$145,964,225	\$145,964,225		\$417,458	\$1,707,781	\$2,125,239	\$1,299,082	\$426,507	\$10,947	\$3,850,828
2030	\$134,297,644	\$134,297,644		\$384,091	\$1,571,282	\$1,955,374	\$1,195,249	\$392,418	\$10,072	\$3,543,040
2031	\$123,563,756	\$123,563,756		\$353,392	\$1,445,696	\$1,799,088	\$1,099,717	\$361,053	\$9,267	\$3,259,859
2032	\$113,687,983	\$113,687,983		\$325,148	\$1,330,149	\$1,655,297	\$1,011,823	\$332,196	\$8,527	\$2,999,316
2033	\$104,601,713	\$104,601,713		\$299,161	\$1,223,840	\$1,523,001	\$930,955	\$305,646	\$7,845	\$2,759,602
			Total	\$8,570,809	\$35,062,402	\$43,633,211	\$26,671,400	\$8,756,610	\$224,759	\$79,061,221

Source: CPA, Tahoka Wind, LLC

¹Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district, Lynn County, Lynn County Hospital District and High Plains Underground Water Conservation District No. 1 with all property tax incentives being sought using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county and hospital district.

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Tahoka ISD I&S Tax Levy	Tahoka ISD M&O Tax Levy	Tahoka ISD M&O and I&S Tax Levies	Lynn County Tax Levy	Lynn County Hospital District Tax Levy	High Plains Underground Water Conservation District No. 1 Tax Levy	Estimated Total Property Taxes
2019	\$335,787,200	\$20,000,000	0.2860	\$960,351	\$234,000	\$1,194,351	\$0.8900	0.2922	0.0075	
2020	\$308,943,824	\$20,000,000		\$883,579	\$234,000	\$1,117,579	\$0	\$196,234	\$25,184	\$1,390,585
2021	\$284,246,742	\$20,000,000		\$812,946	\$234,000	\$1,046,946	\$0	\$180,547	\$23,171	\$1,298,126
2022	\$261,524,321	\$20,000,000		\$747,960	\$234,000	\$981,960	\$0	\$166,114	\$21,319	\$1,213,059
2023	\$240,618,655	\$20,000,000		\$688,169	\$234,000	\$922,169	\$0	\$305,670	\$19,614	\$1,287,629
2024	\$221,384,465	\$20,000,000		\$633,160	\$234,000	\$867,160	\$0	\$281,235	\$18,046	\$1,203,404
2025	\$203,688,093	\$20,000,000		\$582,548	\$234,000	\$816,548	\$0	\$258,754	\$16,604	\$1,125,914
2026	\$187,406,567	\$20,000,000		\$535,983	\$234,000	\$769,983	\$0	\$357,106	\$15,277	\$1,173,654
2027	\$172,426,751	\$20,000,000		\$493,141	\$234,000	\$727,141	\$0	\$328,561	\$14,055	\$1,098,544
2028	\$158,644,559	\$20,000,000		\$453,723	\$234,000	\$687,723	\$0	\$302,299	\$12,932	\$1,029,439
2029	\$145,964,225	\$145,964,225		\$417,458	\$1,707,781	\$2,125,239	\$1,299,082	\$278,136	\$11,898	\$965,859
2030	\$134,297,644	\$134,297,644		\$384,091	\$1,571,282	\$1,955,374	\$1,195,249	\$426,507	\$10,947	\$3,850,828
2031	\$123,563,756	\$123,563,756		\$353,392	\$1,445,696	\$1,799,088	\$1,195,249	\$392,418	\$10,072	\$3,543,040
2032	\$113,687,983	\$113,687,983		\$325,148	\$1,330,149	\$1,655,297	\$1,099,717	\$361,053	\$9,267	\$3,259,859
2033	\$104,601,713	\$104,601,713		\$299,161	\$1,223,840	\$1,523,001	\$1,011,823	\$332,196	\$8,527	\$2,999,316
							\$930,955	\$305,646	\$7,845	\$2,759,602
			Total	\$8,570,809	\$9,618,749	\$18,189,559	\$5,536,826	\$4,472,476	\$224,759	\$28,198,861
			Diff	\$0	\$25,443,653	\$25,443,653	\$21,134,573	\$4,284,134	\$0	\$50,862,361

Assumes School Value Limitation and Tax Abatements with the County and Hospital District

Source: CPA, Tahoka Wind, 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 before 25th Anniversary of Limitation Start

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

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2016	\$0	\$0	\$0	\$0
	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2019	\$234,000	\$234,000	\$3,694,710	\$3,694,710
	2020	\$234,000	\$468,000	\$3,380,643	\$7,075,353
	2021	\$234,000	\$702,000	\$3,091,687	\$10,167,040
	2022	\$234,000	\$936,000	\$2,825,835	\$12,992,874
	2023	\$234,000	\$1,170,000	\$2,581,238	\$15,574,113
	2024	\$234,000	\$1,404,000	\$2,356,198	\$17,930,311
	2025	\$234,000	\$1,638,000	\$2,149,151	\$20,079,462
	2026	\$234,000	\$1,872,000	\$1,958,657	\$22,038,118
	2027	\$234,000	\$2,106,000	\$1,783,393	\$23,821,511
	2028	\$234,000	\$2,340,000	\$1,622,141	\$25,443,653
Maintain Viable Presence (5 Years)	2029	\$1,707,781	\$4,047,781	\$0	\$25,443,653
	2030	\$1,571,282	\$5,619,064	\$0	\$25,443,653
	2031	\$1,445,696	\$7,064,760	\$0	\$25,443,653
	2032	\$1,330,149	\$8,394,909	\$0	\$25,443,653
	2033	\$1,223,840	\$9,618,749	\$0	\$25,443,653
Additional Years as Required by 313.026(c)(1) (10 Years)	2034	\$1,126,029	\$10,744,779	\$0	\$25,443,653
	2035	\$1,036,038	\$11,780,816	\$0	\$25,443,653
	2036	\$953,240	\$12,734,056	\$0	\$25,443,653
	2037	\$877,061	\$13,611,117	\$0	\$25,443,653
	2038	\$806,971	\$14,418,088	\$0	\$25,443,653
	2039	\$786,775	\$15,204,863	\$0	\$25,443,653
	2040	\$786,576	\$15,991,439	\$0	\$25,443,653
	2041	\$786,388	\$16,777,827	\$0	\$25,443,653
	2042	\$786,212	\$17,564,038	\$0	\$25,443,653
	2043	\$786,046	\$18,350,084	\$0	\$25,443,653

\$18,350,084

is less than

\$25,443,653

Analysis Summary

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

No

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

Source: CPA, Tahoka Wind, LLC

Year	Employment			Personal Income			Revenue & Expenditure		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total	Revenue	Expenditure	Net Tax Effect
2018	200	(163)	37	\$8,000,000	-\$5,802,730	\$2,197,270	13854980	-2914430	\$16,769,410
2019	6	14	19,5313	\$240,293	\$980,407	\$1,220,700	617980	1113890	-\$495,910
2020	6	19	25	\$240,293	\$1,956,977	\$2,197,270	488280	1129150	-\$640,870
2021	6	23	29	\$240,293	\$1,956,977	\$2,197,270	289920	1045230	-\$755,310
2022	6	25	31	\$240,293	\$2,323,187	\$2,563,480	167850	938420	-\$770,570
2023	6	25	31	\$240,293	\$2,689,397	\$2,929,690	106810	801090	-\$694,280
2024	6	21	27	\$240,293	\$2,445,257	\$2,685,550	114440	686650	-\$572,210
2025	6	29	35	\$240,293	\$3,055,607	\$3,295,900	83920	564580	-\$480,660
2026	6	25	31	\$240,293	\$2,445,257	\$2,685,550	53410	442500	-\$389,090
2027	6	25	31	\$240,293	\$2,933,537	\$3,173,830	15260	335690	-\$320,430
2028	6	21	27	\$240,293	\$2,689,397	\$2,929,690	-45780	228880	-\$274,660
2029	6	12	18	\$240,293	\$1,956,977	\$2,197,270	-122070	160220	-\$282,290
2030	6	10	16	\$240,293	\$1,224,547	\$1,464,840	-160220	45780	-\$206,000
2031	6	6	12	\$240,293	\$1,224,547	\$1,464,840	-213620	-38150	-\$175,470
2032	6	4	10	\$240,293	\$492,127	\$732,420	-259400	-129700	-\$129,700
2033	6	4	10	\$240,293	\$736,267	\$976,560	-320430	-228880	-\$91,550
2034	6	4	10	\$240,293	\$980,407	\$1,220,700	-396730	-282290	-\$114,440
2035	6	4	10	\$240,293	\$736,267	\$976,560	-427250	-358580	-\$68,670
2036	6	6	12	\$240,293	\$247,987	\$488,280	-465390	-473020	\$7,630
2037	6	6	12	\$240,293	\$247,987	\$488,280	-511170	-572200	\$61,030
2038	6	2	8	\$240,293	\$3,847	\$244,140	-518800	-617980	\$99,180
2039	6	4	10	\$240,293	\$736,267	\$976,560	-549320	-709530	\$160,210
2040	6	2	8	\$240,293	\$3,847	\$244,140	-595090	-778200	\$183,110
2041	6	6	12	\$240,293	\$736,267	\$976,560	-640870	-862120	\$221,250
2042	6	8	14	\$240,293	\$980,407	\$1,220,700	-671390	-915530	\$244,140
2043	6	2	8	\$240,293	\$1,224,547	\$1,464,840	-686650	-968930	\$282,280
2044	6	4	10	\$240,293	\$1,712,837	\$1,953,130	-701900	-984190	\$282,290
2045	6	4	10	\$240,293	\$736,267	\$976,560	-793460	-1083370	\$289,910
						Total	\$7,713,310	-\$4,425,020	\$12,138,330
							\$30,518,414	is greater than	\$25,443,653
Analysis Summary									
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?									Yes

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

Attachment C – Limitation as a Determining Factor

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

Methodology

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

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

Determination

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

- Per Tahoka Wind, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. “Without the tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease.”
 - B. “Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project ... in order to reallocate resources in states with more favorable economics.”

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

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

Supporting Information

Section 8 of the Application for a Limitation on Appraised Value

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

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

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

Supporting Information

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

Tab Item 5

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

Tahoka Wind, LLC ("Tahoka Wind") is a Delaware limited liability company. Tahoka Wind has one member with 100% ownership, Lincoln Clean Energy, LLC ("LCE"). LCE has successfully developer projects involving over \$1 billion in capital investment in some of the largest electricity markets in the United States, including California, New Jersey, and Texas.

The Applicant for this Project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners and service agreements and scopes with various consultants (environmental, airspace, etc.) to assess the suitability of the site, and a request for studies leading to an interconnection agreement with the transmission provider. None of these contracts obligate Applicant to construct the Project.

In order for the Project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work before the statutorily imposed deadline of December 31, 2016. This work consisted of earth-moving to prepare eight (8) holes for turbine foundations (though foundations were not installed) and installation of 2,000 linear feet of road connecting two foundation holes. These pre-construction activities were not deemed to have created taxable improvements by the Lynn County Central Appraisal District and no tax bill was delivered. The pre-construction activities did not result in the creation of any Qualified Property.

The Applicant's completion of this minor amount of PTC qualification work does not, either legally or financially commit it to constructing the Project in Lynn County.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects outside of Texas that are competing for limited investment funds. In addition to its projects in Texas, the developer is assessing or developing projects in Oklahoma, Nebraska, Indiana, Iowa, North Dakota, South Dakota, Montana, New Mexico, Arkansas, Alabama, and Mississippi. This appraised value limitation is critical to the ability of the Project to move forward in Tahoka ISD.

Without the available tax incentives, the economics of the Project become far less attractive and the likelihood of selling the electricity at a competitive price will significantly decrease. The Applicant for this Project is competing against other developers who have been offered or are in the process of applying for Value Limitation Agreements with other school districts. Obtaining the limitation is critical to the economic and competitive viability of this Project. Without the limitation approval, the Applicant would likely terminate the Project, including the aforementioned contracts, leases, and limited improvements, in order to reallocate resources in states with more favorable economics.

**Summary of the District's Financial Impact
of Chapter 313 Agreement
with Tahoka Wind, LLC**

May 20, 2017

McDowell & Brown, LLC
School Finance Consulting

Tahoka ISD Financial Impact of Chapter 313 Agreement

Summary of Tahoka ISD Financial Impact of the Limited Appraised Value Application from Tahoka Wind, LLC

Introduction

Tahoka Wind, LLC applied for a property value limitation from Tahoka Independent School District under Chapter 313 of the Tax Code. The application was submitted on March 9, 2017 and subsequently approved for consideration by the Tahoka ISD Board of Trustees. Tahoka Wind, LLC (“Tahoka Wind”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

“The Economic Development Act “, Tax Code Chapter 313, was created by House Bill 1200 of the 77th Texas Legislature in 2001. Further amendments were made to Chapter 313 as a result of House Bill 1470 from the 80th Texas Legislative Session in 2007 and additionally House Bill 3390 from the 83rd Legislative Session.

The Economic Development Act was created to attract qualifying businesses to Texas by allowing school districts the option of approving a property value limitation to these qualifying entities. The purpose of the property value limitation is to reduce the maintenance and operations taxes paid by the company, to a school district during the applicable years as displayed below:

Tahoka ISD Financial Impact of Chapter 313 Agreement

The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement (“LAVA” or “Agreement”) to begin the following tax year or a later year if agreed upon by the District and the Company.

Years Prior to Start of Value Limitation Period:

The tax years prior to the start of the value limitation period are considered the “Prior to Start of Value Limitation Period” and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant has requested that tax years 2017 and 2018 are the years that are Prior to the Start of Value Limitation Period.

Value Limitation Period:

During the ten years of the Value Limitation Period, the qualifying entity’s taxable value will be reduced to the Minimum Limitation Amount for the applicable school district as determined by the State Comptroller’s Office. Tahoka ISD is considered a Rural category 3 District as categorized with total taxable value of industrial property of at least \$1 million, but less than \$90 million. Thus, Tahoka ISD has a Minimum Qualified Investment amount of \$10 million and a Minimum Limitation Amount of \$20 million. A qualifying entity’s taxable value would be reduced to \$20 million during this ten year period of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Tahoka ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy. The applicant has requested that the Value Limitation Period to begin in tax year 2019 and continue through tax year 2028.

Final Five Years of the Agreement – Continue to Maintain a Viable Presence:

Tax years 2029 through 2033 will be the final five years of the agreement and the applicant agrees to maintain a viable presence with this project during this time.

Tahoka ISD Financial Impact of Chapter 313 Agreement

Taxable Value Projections from Application

The following data shows the projected taxable values that Tahoka Wind reported in the application to the District:

	Year	School Year	Tax Year	Projected Taxable Value	Actual Taxable Value with Agreement
Each Year Prior to Start of Value Limitation Period	0	2017-2018	2017	\$0	\$0
	0	2018-2019	2018	\$0	\$0
Value Limitation Period	1	2019-2020	2019	\$335,787,200	\$20,000,000
	2	2020-2021	2020	\$308,943,824	\$20,000,000
	3	2021-2022	2021	\$284,246,742	\$20,000,000
	4	2022-2023	2022	\$261,524,321	\$20,000,000
	5	2023-2024	2023	\$240,618,655	\$20,000,000
	6	2024-2025	2024	\$221,384,465	\$20,000,000
	7	2025-2026	2025	\$203,688,093	\$20,000,000
	8	2026-2027	2026	\$187,406,567	\$20,000,000
	9	2027-2028	2027	\$172,426,751	\$20,000,000
	10	2028-2029	2028	\$158,644,559	\$20,000,000
Continue to Maintain Viable Presence	11	2029-2030	2029	\$145,964,225	\$145,964,225
	12	2030-2031	2030	\$134,297,644	\$134,297,644
	13	2031-2032	2031	\$123,563,756	\$123,563,756
	14	2032-2033	2032	\$113,687,983	\$113,687,983
	15	2033-2034	2033	\$104,601,713	\$104,601,713
Additional Years for 25 Year Economic Impact Study	16	2034-2035	2034	\$96,241,818	\$96,241,818
	17	2035-2036	2035	\$88,550,220	\$88,550,220
	18	2036-2037	2036	\$81,473,486	\$81,473,486
	19	2037-2038	2037	\$74,962,453	\$74,962,453
	20	2038-2039	2038	\$68,971,892	\$68,971,892
	21	2039-2040	2039	\$67,245,744	\$67,245,744
	22	2040-2041	2040	\$67,228,686	\$67,228,686
	23	2041-2042	2041	\$67,212,651	\$67,212,651
	24	2042-2043	2042	\$67,197,578	\$67,197,578
	25	2043-2044	2043	\$67,183,410	\$67,183,410

Tahoka ISD Financial Impact of Chapter 313 Agreement

Taxable Value Impact from LAVA

The “Additional Value from Tahoka Wind” represents the values that the company estimated as their taxable values in the application that was filed with the district. During tax years 2019 through 2028, the company’s taxable value will be limited to the \$20,000,000 Minimum Limitation Amount of Tahoka ISD.

TABLE I- Calculation of Taxable Value:

Tax Year	Additional Value From Tahoka Wind	Minimum Limitation Amount	Abated Value	Taxable Value
Jan. 1, 2017	0	n/a	0	0
Jan. 1, 2018	0	n/a	0	0
Jan. 1, 2019	335,787,200	(20,000,000)	315,787,200	20,000,000
Jan. 1, 2020	308,943,824	(20,000,000)	288,943,824	20,000,000
Jan. 1, 2021	284,246,742	(20,000,000)	264,246,742	20,000,000
Jan. 1, 2022	261,524,321	(20,000,000)	241,524,321	20,000,000
Jan. 1, 2023	240,618,655	(20,000,000)	220,618,655	20,000,000
Jan. 1, 2024	221,384,465	(20,000,000)	201,384,465	20,000,000
Jan. 1, 2025	203,688,093	(20,000,000)	183,688,093	20,000,000
Jan. 1, 2026	187,406,567	(20,000,000)	167,406,567	20,000,000
Jan. 1, 2027	172,426,751	(20,000,000)	152,426,751	20,000,000
Jan. 1, 2028	158,644,559	(20,000,000)	138,644,559	20,000,000
Jan. 1, 2029	145,964,225	n/a	0	145,964,225
Jan. 1, 2030	134,297,644	n/a	0	134,297,644
Jan. 1, 2031	123,563,756	n/a	0	123,563,756
Jan. 1, 2032	113,687,983	n/a	0	113,687,983
Jan. 1, 2033	104,601,713	n/a	0	104,601,713

Tahoka ISD Financial Impact of Chapter 313 Agreement

Tahoka Wind's Tax Benefit from Agreement

The projected amount of the net tax savings for Tahoka Wind is \$21.795 million over the life of the Agreement. This net savings is after all tax savings and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement.

Tahoka ISD projected tax rates for maintenance & operations (M&O) and interest & sinking (I&S) are based on the following assumptions:

- The District currently has M&O rate of \$1.17. The Study projects that the District will maintain an M&O tax rate of \$1.17 for the life of the agreement. Current rollback tax rate calculations would require the district to reduce the M&O rate in tax years 2019 and 2029 to \$1.12 and \$1.04 respectively, based on the projected values and current school finance law.
- The district has outstanding bonds that are scheduled to payoff in 2043 and currently have a \$.284 I&S tax rate. This district's annual debt payment is approximately \$500,000 per year and the debt rates below are calculated rates using the projected taxable values with the addition of Tahoka Wind estimated taxable values. The district could pursue a bond election and issue additional bonded debt during the life of this agreement.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2017-2018	1.17	0.419	0	0	0	0
2018-2019	1.17	0.423	0	0	0	0
2019-2020	1.12	0.110	3,760,817	3,536,817	(3,490,120)	46,697
2020-2021	1.17	0.115	3,614,643	3,380,643	0	3,380,643
2021-2022	1.17	0.122	3,325,687	3,091,687	0	3,091,687
2022-2023	1.17	0.129	3,059,835	2,825,835	0	2,825,835
2023-2024	1.17	0.136	2,815,238	2,581,238	0	2,581,238
2024-2025	1.17	0.143	2,590,198	2,356,198	0	2,356,198
2025-2026	1.17	0.150	2,383,151	2,149,151	0	2,149,151
2026-2027	1.17	0.157	2,192,657	1,958,657	0	1,958,657
2027-2028	1.17	0.164	2,017,393	1,783,393	0	1,783,393
2028-2029	1.17	0.172	1,856,141	1,622,141	0	1,622,141
2029-2030	1.04	0.179	1,518,028	0	0	0
2030-2031	1.17	0.185	1,571,282	0	0	0
2031-2032	1.17	0.192	1,445,696	0	0	0
2032-2033	1.17	0.199	1,330,149	0	0	0
2033-2034	1.17	0.205	1,223,840	0	0	0
Totals			34,704,755	25,285,759	(3,490,120)	21,795,640

Tahoka ISD Financial Impact of Chapter 313 Agreement

Financial Impact Study

This Financial Impact Study was performed to determine the financial impact of the Limited Appraised Value Agreement on Tahoka ISD. First, a seventeen year financial forecast was prepared to establish a baseline without the added values of the renewable energy electric generation company. Second, a seventeen year financial forecast was prepared that incorporated the additional taxable value of the company without a LAVA in effect. Third, a seventeen year financial forecast was prepared that incorporates the additional taxable value of the company with an approved LAVA. These three forecasts are detailed in the “Calculation of LAVA Impact on District’s Finances” section. The following assumptions were used to compare the financial impact of the LAVA:

- The current state funding formulas (in effect for 2016-2017 fiscal year) were used for state aid and recapture calculation purposes
 - Level 2 of Tier II yield - \$77.53 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district’s tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2016.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 1.0% was used to project the district’s taxable value, except as it related to the requested LAVA. The district’s 2016 taxable value was used as a baseline for all projections
- The district’s enrollment is projected to increase slightly; therefore, the projected ADA and WADA for school year 2016-2017 was decreased by .25% per year for the life of the agreement.

Although these assumptions were used to develop a baseline scenario for comparison purposes, many of these factors will not remain constant for the years of this proposed agreement. Also, Legislative changes to the school finance formulas are likely during the near future and almost certain during the life of this agreement.

Tahoka ISD Financial Impact of Chapter 313 Agreement

Calculation of LAVA Impact on District's Finances

The tables displayed below (Table III, IV, V) show the different impacts on the school district's finances. These scenarios were computed to compare the District's revenue without the additional taxable value of Tahoka Wind (Table III), the addition of Tahoka Wind's taxable values without a Chapter 313 Agreement (Table IV), and the addition of Tahoka Wind's taxable values with a Chapter 313 Agreement (Table V).

TABLE III – District Revenues *without* Tahoka Wind, LLC:

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2017-2018	117,962,126	1,173,123	4,064,719	0	5,237,842	805,743	6,043,584
2018-2019	118,201,393	1,175,468	4,028,026	0	5,203,494	791,068	5,994,562
2019-2020	119,383,407	1,187,051	4,015,108	0	5,202,159	795,253	5,997,412
2020-2021	120,577,241	1,198,751	3,987,493	0	5,186,244	793,152	5,979,396
2021-2022	121,783,014	1,210,568	3,965,026	0	5,175,593	791,058	5,966,651
2022-2023	123,000,844	1,222,502	3,936,531	0	5,159,033	788,970	5,948,003
2023-2024	124,230,852	1,234,556	3,914,469	0	5,149,026	786,888	5,935,914
2024-2025	125,473,161	1,246,731	3,891,636	0	5,138,367	784,813	5,923,181
2025-2026	126,727,893	1,259,027	3,863,420	0	5,122,448	782,745	5,905,193
2026-2027	127,995,171	1,271,447	3,840,346	0	5,111,793	780,683	5,892,476
2027-2028	129,275,123	1,283,990	3,811,881	0	5,095,871	778,628	5,874,499
2028-2029	130,567,874	1,296,659	3,788,551	0	5,085,211	776,579	5,861,790
2029-2030	131,873,553	1,309,455	3,763,195	0	5,072,650	774,536	5,847,186
2030-2031	133,192,289	1,322,378	3,736,247	0	5,058,625	772,500	5,831,126
2031-2032	134,524,212	1,335,431	3,712,530	0	5,047,961	770,470	5,818,432
2032-2033	135,869,454	1,348,615	3,688,682	0	5,037,297	768,447	5,805,744
2033-2034	137,228,148	1,361,930	3,659,435	0	5,021,364	766,429	5,787,794

Tahoka ISD Financial Impact of Chapter 313 Agreement

TABLE IV- District Revenues *with Tahoka Wind without* Chapter 313 Agreement:

Fiscal Year	M&O Taxes				M&O		
	Total Taxable Value	Compressed Rate	State Revenue	Recapture Amount	Hold	Taxes >	Total
					Harmless Revenue	Comp Rate	District Revenue
2017-2018	117,962,126	1,173,123	4,064,719	0	5,237,842	805,743	6,043,584
2018-2019	118,201,393	1,175,468	4,028,026	0	5,203,494	791,068	5,994,562
2019-2020	455,170,607	4,479,903	4,015,108	0	8,495,011	1,139,749	9,634,760
2020-2021	429,521,065	4,226,400	629,621	149,254	4,706,768	882,699	5,589,467
2021-2022	406,029,756	3,996,186	875,588	124,092	4,747,681	857,162	5,604,843
2022-2023	384,525,165	3,785,441	1,094,064	101,048	4,778,457	833,798	5,612,254
2023-2024	364,849,507	3,592,619	1,299,225	79,953	4,811,892	812,434	5,624,326
2024-2025	346,857,626	3,416,299	1,485,451	60,653	4,841,097	792,913	5,634,009
2025-2026	330,415,985	3,255,171	1,649,576	43,006	4,861,740	775,086	5,636,827
2026-2027	315,401,738	3,108,031	1,803,465	26,883	4,884,613	758,819	5,643,432
2027-2028	301,701,875	2,973,772	1,937,814	12,163	4,899,423	743,985	5,643,409
2028-2029	289,212,433	2,851,376	2,064,284	0	4,915,660	731,731	5,647,390
2029-2030	277,837,778	2,739,904	2,176,749	0	4,916,654	731,655	5,648,308
2030-2031	267,489,932	2,638,495	2,276,605	0	4,915,100	731,586	5,646,687
2031-2032	258,087,967	2,546,356	2,369,553	0	4,915,909	731,518	5,647,427
2032-2033	249,557,437	2,462,757	2,453,046	0	4,915,803	731,442	5,647,245
2033-2034	241,829,861	2,387,027	2,522,555	0	4,909,581	731,351	5,640,933

TABLE V – District Revenues *with Tahoka Wind with* Chapter 313 Agreement:

						M&O		
					Hold	Taxes >	Payment	Total
Fiscal	Total Taxable	M&O Taxes	State	Recapture	Harmless	Comp	for District	District
Year	Value	Comp Rate	Revenue	Amount	Revenue	Rate	Losses	Revenue
2017-2018	117,962,126	1,173,123	4,064,719	0	5,237,842	805,743	0	6,043,584
2018-2019	118,201,393	1,175,468	4,028,026	0	5,203,494	791,068	0	5,994,562
2019-2020	139,383,407	1,383,815	4,015,107	0	5,398,922	745,718	3,490,120	9,634,760
2020-2021	140,577,241	1,394,751	3,787,493	0	5,182,244	790,419	0	5,972,662
2021-2022	141,783,014	1,406,568	3,765,026	0	5,171,593	788,370	0	5,959,963
2022-2023	143,000,844	1,418,502	3,736,531	0	5,155,033	786,327	0	5,941,360
2023-2024	144,230,852	1,430,556	3,714,469	0	5,145,026	784,290	0	5,929,315
2024-2025	145,473,161	1,442,731	3,691,636	0	5,134,367	782,259	0	5,916,626
2025-2026	146,727,893	1,455,027	3,663,420	0	5,118,448	780,233	0	5,898,681
2026-2027	147,995,171	1,467,447	3,640,346	0	5,107,793	778,213	0	5,886,006
2027-2028	149,275,123	1,479,990	3,611,881	0	5,091,871	776,199	0	5,868,070
2028-2029	150,567,874	1,492,659	3,588,551	0	5,081,211	774,191	0	5,855,401
2029-2030	277,837,778	2,742,041	3,563,196	0	6,305,237	534,114	0	6,839,350
2030-2031	267,489,932	2,638,495	2,276,605	0	4,915,100	731,586	0	5,646,687
2031-2032	258,087,967	2,546,356	2,369,553	0	4,915,909	731,518	0	5,647,427
2032-2033	249,557,437	2,462,757	2,453,046	0	4,915,803	731,442	0	5,647,245
2033-2034	241,829,861	2,387,027	2,522,555	0	4,909,581	731,351	0	5,640,933

Tahoka ISD Financial Impact of Chapter 313 Agreement

Current School Finance Law

A major overhaul of the school finance formulas was implemented as a result of House Bill 1 of the 79th Legislative Session and became effective for the 2006-2007 school year. Those formula changes had an effect on the district's financial impact from granting a property value limitation. Due to the district's "Hold Harmless" provision that was enacted in the funding formulas, some districts had the majority of the district's revenue losses (during the first year that the "limited appraised value" was used as the actual taxable value) offset with additional state funding. The funding that was available to offset those revenue losses was called Additional State Aid for Tax Reduction (ASATR) and those funds were phased out as a result of legislation in the 82nd Legislative Session in 2011. This legislation eliminated the ASATR funding for fiscal year 2017-2018 and thereafter and can have a significant financial impact for LAVA agreements that have a year three in 2017-2018 or later. The loss of ASATR funding can again cause a district to experience a significant loss of funds in year three of the agreement and consequently cause the company to have revenue protection payments during that year that are similar to those experienced prior to 2006-2007.

Tahoka ISD Financial Impact of Chapter 313 Agreement

Supplemental Payments

Assuming that the District and Tahoka Wind, LLC mutually agree in the LAVA that the greater of \$100 per student in average daily attendance (ADA) or \$50,000, will be paid to Tahoka ISD by Tahoka Wind, the projected amount of these payments over the life of the agreement is \$819,225 of the \$21.795 million net tax savings amount. This amount will be computed annually according to Section VI of the Agreement.

TABLE VI - Calculation of the Supplemental Payments:

Fiscal Year	Net Tax Savings	Tahoka ISD Supplemental	Tahoka Wind Share
2017-2018	0	54,615	(54,615)
2018-2019	0	54,615	(54,615)
2019-2020	46,697	54,615	(7,918)
2020-2021	3,380,643	54,615	3,326,028
2021-2022	3,091,687	54,615	3,037,072
2022-2023	2,825,835	54,615	2,771,220
2023-2024	2,581,238	54,615	2,526,623
2024-2025	2,356,198	54,615	2,301,583
2025-2026	2,149,151	54,615	2,094,536
2026-2027	1,958,657	54,615	1,904,042
2027-2028	1,783,393	54,615	1,728,778
2028-2029	1,622,141	54,615	1,567,526
2029-2030	0	54,615	(54,615)
2030-2031	0	54,615	(54,615)
2031-2032	0	54,615	(54,615)
2032-2033	0	0	0
2033-2034	0	0	0
Totals	21,795,640	819,225	20,976,415

Tahoka ISD Financial Impact of Chapter 313 Agreement

Impact of Projected Student Growth On District Facilities

TABLE VII – Campus Capacity and Available Growth

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Tahoka Elem.	EE-5	20	440	308	132
Tahoka Middle Sch.	6-8	9	198	129	69
Tahoka High School	9-12	16	352	144	208
Total		45	990	581	409

The building capacities are based on 22 students per classroom for elementary and 22 students per grade level at secondary schools. Tahoka ISD is a early-education through 12th grade district.

Tahoka Wind, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that six full-time employees are expected. It is not known whether these would be new employees to the Tahoka ISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new six positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Tahoka ISD as displayed in Table VII above.

Tahoka ISD Financial Impact of Chapter 313 Agreement

Conclusion

This Financial Impact Study displays that entering into a Limited Appraised Value Agreement with Tahoka Wind, LLC, would be beneficial to both Tahoka Wind and Tahoka ISD under the current school finance system.

Tahoka Wind, LLC would benefit from reduced property taxes during the ten years of the Value Limitation Period. Although some of the tax savings would be used to offset district's revenue losses and supplemental payments to the District, Tahoka Wind is projected to benefit from a 91% tax savings during that ten year period of this Agreement. Tahoka Wind also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

Tahoka ISD would also have no inherent risk under the current school finance system and with the provisions in the LAVA that require Tahoka Wind to offset any district losses caused by the LAVA. An annual calculation will be performed each year to determine if a loss to the District has been incurred. The revenue impact to the District will be computed by comparing the District's revenues with and without the LAVA in effect.

IMPORTANT: Please keep this letter with your district's records. It must be accessible to the law firm working on the value limitation agreement.

April 7, 2017

Mary Catherine Box, President
Board of Trustees
Tahoka Independent School District
Box 698
Tahoka, TX 79373-0698

Dear Dr. Box:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Tahoka Wind LLC project #1181 on the number and size of school facilities in Tahoka Independent School District (TISD). Based on an examination of TISD enrollment and the number of potential new jobs, the TEA has determined that the Tahoka Wind LLC project should not have a significant impact on the number or size of school facilities in TISD.

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
Director of State Funding

AM/rk
Cc: George McFarland

 Taxes

Property Tax Assistance

2016 ISD Summary Worksheet

153/Lynn

153-904/Tahoka ISD

Category	Local Tax Roll Value	2016 WTD Mean Ratio	2016 PTAD Value Estimate	2016 Value Assigned
A. Single-Family Residences	59,638,670	N/A	59,638,670	59,638,670
B. Multi-Family Residences	321,210	N/A	321,210	321,210
C1. Vacant Lots	472,400	N/A	472,400	472,400
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	26,143,920	N/A	26,143,920	26,143,920
D2. Real Prop Farm & Ranch	2,493,100	N/A	2,493,100	2,493,100
E. Real Prop NonQual Acres	10,616,350	N/A	10,616,350	10,616,350
F1. Commercial Real	10,254,300	N/A	10,254,300	10,254,300
F2. Industrial Real	2,113,940	N/A	2,113,940	2,113,940
G. Oil, Gas, Minerals	1,282,110	N/A	1,282,110	1,282,110
J. Utilities	19,302,080	N/A	19,302,080	19,302,080
L1. Commercial Personal	4,172,840	N/A	4,172,840	4,172,840
L2. Industrial Personal	2,140,050	N/A	2,140,050	2,140,050

M. Other Personal	1,180,730	N/A	1,180,730	1,180,730
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	537,150	N/A	537,150	537,150
Subtotal	140,668,850		140,668,850	140,668,850
Less Total Deductions	25,460,967		25,460,967	25,460,967
Total Taxable Value	115,207,883		115,207,883	115,207,883 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 T4 will be the same as T7 through T10.

Value Taxable For M&O Purposes

T1	T2	T3	T4
120,613,933	115,207,883	120,613,933	115,207,883

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
5,406,050	0

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

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

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

Value Taxable For I&S Purposes

T7	T8	T9	T10
120,613,933	115,207,883	120,613,933	115,207,883

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

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

223/Terry

153-904/Tahoka ISD

Category	Local Tax Roll Value	2016 WTD Mean Ratio	2016 PTAD Value Estimate	2016 Value Assigned
A. Single-Family Residences	0	N/A	0	0
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	0	N/A	0	0
C2. Colonia Lots	0	N/A	0	0

D1. Rural Real(Taxable)	382,616	N/A	382,616	382,616
D2. Real Prop Farm & Ranch	270	N/A	270	270
E. Real Prop NonQual Acres	226,000	N/A	226,000	226,000
F1. Commercial Real	0	N/A	0	0
F2. Industrial Real	0	N/A	0	0
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	54,932	N/A	54,932	54,932
L1. Commercial Personal	0	N/A	0	0
L2. Industrial Personal	658	N/A	658	658
M. Other Personal	0	N/A	0	0
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	664,476		664,476	664,476
Less Total Deductions	0		0	0
Total Taxable Value	664,476		664,476	664,476 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 T4 will be the same as T7 through T10.

Value Taxable For M&O Purposes

T1	T2	T3	T4
664,476	664,476	664,476	664,476

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

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

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

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

Value Taxable For I&S Purposes

T7	T8	T9	T10
664,476	664,476	664,476	664,476

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

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

153-904/Tahoka ISD

Category	Local Tax Roll Value	2016 WTD Mean Ratio	2016 PTAD Value Estimate	2016 Value Assigned
A. Single-Family Residences	59,638,670	N/A	59,638,670	59,638,670
B. Multi-Family Residences	321,210	N/A	321,210	321,210
C1. Vacant Lots	472,400	N/A	472,400	472,400
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	26,526,536	N/A	26,526,536	26,526,536
D2. Real Prop Farm & Ranch	2,493,370	N/A	2,493,370	2,493,370
E. Real Prop NonQual Acres	10,842,350	N/A	10,842,350	10,842,350
F1. Commercial Real	10,254,300	N/A	10,254,300	10,254,300
F2. Industrial Real	2,113,940	N/A	2,113,940	2,113,940
G. Oil, Gas, Minerals	1,282,110	N/A	1,282,110	1,282,110
J. Utilities	19,357,012	N/A	19,357,012	19,357,012
L1. Commercial Personal	4,172,840	N/A	4,172,840	4,172,840
L2. Industrial Personal	2,140,708	N/A	2,140,708	2,140,708
M. Other Personal	1,180,730	N/A	1,180,730	1,180,730
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	537,150	N/A	537,150	537,150

Subtotal	141,333,326		141,333,326	141,333,326
Less Total Deductions	25,460,967		25,460,967	25,460,967
Total Taxable Value	115,872,359		115,872,359	115,872,359 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

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

by and between

TAHOKA INDEPENDENT SCHOOL DISTRICT

and

TAHOKA WIND, LLC

(Texas Taxpayer ID #32061862382)

Comptroller Application #1181

Dated

June 8, 2017

appraised value of the property described in the Application and provided the certificate to the District;

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

WHEREAS, on June 8, 2017, 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 June 8, 2017, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on June 8, 2017, 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) the TEXAS TAX CODE;

WHEREAS, on May 23, 2017, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on June 8, 2017, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary or, in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized [Insert Name] to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I

DEFINITIONS

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

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, including any statutory amendments that are applicable to Applicant.

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

“Applicant” means **TAHOKA WIND, LLC**, (Texas Taxpayer ID # 32061862382), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

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

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

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on March 9, 2017. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Lynn County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Tahoka Independent School District.

“Commercial Operation” means the date on which the Project becomes commercially operational and placed into service, such that all of the following events have occurred and remain simultaneously true and accurate:

A. The Project has been constructed, tested, and is fully capable of operating for the purpose of generating electricity for sale in one or more commercial markets;

B. The Project has received written authorization from the grid operator for interconnection, integration, and synchronization of the plant with the grid; and,

C. 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.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

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

“County” means Lynn County, Texas.

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

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

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within thirty (30) days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and

incorporated herein by reference for all purposes.

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

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

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

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

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

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

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

“State” means the State of Texas.

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

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

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of

this Agreement.

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

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

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

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, 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.

"Consultant" shall have the same meaning as assigned to such term in Section 4.5 of the Agreement.

"Deferred Payments" shall have the same meaning as assigned to such term in Section 6.4 of the Agreement.

"M&O Amount" shall have the meaning assigned to such term in Section 4.2 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.

“Net Tax Savings” shall have the same meaning as assigned to such term in Section 6.3 of the Agreement.

“New M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.ii of the Agreement.

“Original M&O Revenue” shall have the same meaning as assigned to such term in Section 4.2.A.i of the Agreement.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is March 30, 2017, which will be used to determine the eligibility of the Applicant’s Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is June 8, 2017.

C. The Qualifying Time Period for this Agreement:

- i. Starts on June 8, 2017, the Application Approval Date; and
- ii. Ends on December 31, 2019, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2019, first complete Tax Year that begins after the date of the commencement of Commercial Operation; and,
- ii. Ends on December 31, 2028.

E. The Final Termination Date for this Agreement is December 31, 2033.

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

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

- A. the Market Value of the Applicant's Qualified Property; or
- B. Twenty Million Dollars (\$20,000,000).

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

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

- A. have completed the Applicant's Qualified Investment in the amount of \$10,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$797 for all New Non-Qualifying Jobs created by the Applicant.

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

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;

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

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

ARTICLE III **QUALIFIED PROPERTY**

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

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

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

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

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

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement (including Section 7.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Articles V and VI in this Agreement. Subject to the limitations contained in this Agreement (including Section 7.1), IT IS THE INTENT OF THE PARTIES THAT THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCE TO DISTRICT IN MAKING THE DECISION TO ENTER INTO THIS AGREEMENT WILL BE BORNE SOLELY BY APPLICANT AND NOT BY DISTRICT. Applicant recognizes and acknowledges the calculations relating to the District's loss of Maintenance and Operations Revenue under this Agreement will be affected by changes to the timing of construction of the Project and any change to the Qualified Investment/Qualified Property. As such, Applicant acknowledges that it will bear any and all losses of Maintenance and Operations Revenue suffered by the District as a result of the Agreement, including without limitation any increase in the M&O Amount calculated under Section 4.2 to be paid to the District for losses in Maintenance and Operations Revenue resulting from any change in the timing of construction and/or any change to the Qualified Investment/Qualified Property.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject to the provisions of Section 7.1, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Review Start Date and ending on the Final Termination Date (as set out in **EXHIBIT 5**), the "M&O Amount" shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. The M&O Amount owed by Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue; based on the following definitions:

- i. "Original M&O Revenue" means the total State and local Maintenance and Operations Revenue that 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 had been subject to the full ad valorem maintenance & operations tax without any limitation on value.
- ii. "New M&O Revenue" means the total State and local Maintenance and Operations Revenue that District actually received for such school year.

B. In making the calculations for the M&O Amount required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 of this Agreement results in a negative number for the M&O Amount, the negative number will be considered to be zero.
- iv. Except as otherwise provided in this Agreement, the Applicant shall not be responsible for payment of more ad valorem taxes for the District's Maintenance and Operations Revenue during the Tax Limitation Period than the Tax Limitation Amount.
- v. All calculations made for the New M&O Revenue during the Tax Limitation Period under Section 4.2.A.ii of this Agreement will reflect the Tax Limitation Amount for such year.
- vi. All calculations for the M&O Amount made under this Section 4.2 of this Agreement shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State or another school district, pursuant to Chapter 41 of the TEXAS EDUCATION CODE, because of its participation in this Agreement, Applicant shall make payments to District within thirty (30) days of receipt of written notice, up to the Revenue Protection Amount limit set forth in Section 7.1 that are necessary to offset any negative impact on District as a result of its participation in this Agreement and secure for the District an amount of Maintenance and Operation Revenue not less than what the District would have received had the District not entered into this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made under this Section 4.3 of this Agreement shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant shall also pay to the District on an annual basis all non-reimbursed costs arising from entering this Agreement, including but not limited to: (a) any loss incurred by the District resulting from successful judicial challenge to this

Agreement; (b) any reasonable attorneys' fees or other costs incurred by the District due to any legal defense, enforcement or interpretation of this Agreement, irrespective of whether or not this Agreement is ultimately determined to be valid; and (c) any non-reimbursed costs incurred by the District and related to this Agreement, either directly or indirectly, including costs paid to the Appraisal District caused by increased appraised values arising solely from the Qualified Property that is subject to the limitation provided in Section 2.4 herein.

Section 4.5. THIRD PARTY CALCULATIONS. All calculations made pursuant to this Agreement shall be verified annually by one or more independent third parties ("Consultant") selected by the District and approved by the Applicant with such approval to not be unreasonably withheld, conditioned or delayed. Applicant will be solely responsible for the payment of Consultant's fees up to Seven Thousand Dollars (\$7,000.00) for the first year of this Agreement. This amount may be increased each year of this Agreement by not more than five percent (5%) from the prior year. All calculations shall initially be based upon good-faith estimates using all available information and shall be adjusted to reflect "near final" or "actual" data for the applicable year as the data becomes available. The District agrees that the Consultant selected by the District shall be either McDowell & Brown, LLC or Moak Casey & Associates. If the District desires to select a Third Party other than McDowell & Brown, LLC or Moak Casey & Associates, such selection must receive the Applicant's consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 4.6. DATA FOR CALCULATIONS. The initial calculations for any payments owing under this Agreement shall be based upon the valuations placed upon the Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to § 26.01 of the TEXAS TAX CODE in or about July of each year of this Agreement. The certified tax roll data shall form the basis from which any and all amounts due under this Agreement are calculated, and the data utilized by the Consultant will be adjusted as necessary to reflect any subsequent adjustments by the Appraisal District to the District's tax roll. Any estimates used by the Consultant to make calculations as required by this Agreement shall be based on the best and most current information available. The Consultant shall from time-to-time adjust the data utilized to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll, or any other relevant changes to material items such as student counts or tax collections.

Section 4.7. DELIVERY OF CALCULATIONS.

A. All calculations required under Articles IV, V, or VI shall be made by the Consultant on or before December 1 of each year for which this Agreement is effective. The Consultant shall forward such calculations to the Parties in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall maintain supporting data consistent with generally accepted accounting practices. The Consultant shall preserve all documents and data related to all calculations required under this Agreement for a period of three (3) years. Employees and agents of the Parties shall have reasonable access to the Consultant's offices, personnel, books, and records pertaining to all calculations and fees.

B. In the event the District receives the Consultant's invoice for services rendered, the District shall forward to Applicant such invoice, which Applicant shall pay within thirty (30) days of receipt.

Section 4.8. PAYMENT BY APPLICANT. On or before the January 31 next following the tax levy for each year for which this Agreement is effective, and subject to the limitations contained in Section 7.1, the Applicant shall pay all amounts determined to be due and owing to the District, all amounts billed by the Consultant pursuant to Section 4.5, and any reasonable and necessary expenses paid by the District to its attorneys, auditors, or financial consultants for work resulting from the District's participation in this Agreement. Provided that the District, upon request of Applicant, provides supporting documentation to substantiate such reasonable and necessary expenses to the extent such supporting documentation is not excepted from disclosure as attorney-client privilege or otherwise excepted from disclosure under the Texas Public Information Act (TEXAS GOVERNMENT CODE § 552.001, *et seq.*).

Section 4.9. CHALLENGING CALCULATION RESULTS. The Applicant may appeal the Consultant's results, in writing, within fifteen (15) days of receipt of such results. The Consultant will issue a final determination of the calculations within fifteen (15) days of receiving Applicant's appeal. The Applicant may appeal the final determination of the Consultant to the District within fifteen (15) District business days of its receipt, pursuant to District Policy GF (LOCAL).

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR ADJUSTMENT. In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article IV of this Agreement shall be recalculated by the Consultant at Applicant's sole expense using the revised property values. The Consultant shall transmit the revised calculations to the Parties and any Party owing funds to the other Party shall pay such funds within thirty (30) days after receipt of the new calculations.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Article IV or Article VI of this Agreement above, Applicant on an annual basis shall also indemnify and reimburse District for the following:

All non-reimbursed costs, certified by District's external auditor to have been incurred by District for extraordinary education-related expenses related to the Project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the Project.

Section 5.2. PAYMENTS. Payments of amounts due under this Article shall be made as set forth in Section 4.8 above.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. Applicant shall make Supplemental Payments as set out in Section 6.2 annually, starting with the beginning of the Qualifying Time Period, and continuing through the third year following the end of the Tax Limitation Period.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant;

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's 2015-16 Average Daily Attendance of 546, rounded to the whole number. In the event the District is consolidated with another school district during the term of this Agreement, the calculations will be based on the District's ADA rather than the consolidated district's ADA.

Section 6.3. SUPPLEMENTAL PAYMENT CHANGES. In the event Chapter 313 is modified or amended to allow the District to receive Supplemental Payments in excess of the foregoing limitation, Applicant agrees to cooperate with the District to amend this Agreement to allow District to receive the maximum amount of Supplemental Payments as allowed by law; provided however, the total Supplemental Payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A above, as determined for that school year. "Net Tax Savings" means an amount equal to (but not less than zero): (i) the sum of the

amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; minus (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Article IV of this Agreement. For clarification, Net Tax Savings in respect of a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Article IV of this Agreement for such year. This Section 6.3 shall only apply if Chapter 313 of the TEXAS TAX CODE is amended so that the District is permitted to receive Supplemental Payments greater than as described in Section 6.2 above; otherwise, Section 6.2 shall apply.

Section 6.4. LIMITATION BASED ON NET TAX SAVINGS.

A. Notwithstanding Section 6.1, for any Supplemental Payment occurring prior to the start of the Tax Limitation Period, if the amount of the Supplemental Payments calculated in Section 6.2 exceeds Applicant's Net Tax Savings, the difference between the amount of the Supplemental Payments and Applicant's Net Tax Savings shall be carried forward from year-to-year (the "Deferred Payments"). Beginning in first year of the Tax Limitation Period, and in addition to the Supplemental Payment for that year, all Deferred Payments owed to the District shall be paid by Applicant to the extent all Supplemental Payments from Applicant to the District for that year do not exceed Applicant's Net Tax Savings. Any amount of Deferred Payments that remain unpaid shall be carried forward from year to year until paid in full.

B. Should Applicant fail to make the Minimum Qualified Investment during the Qualifying Time Period causing this Agreement to become null and void, Applicant's obligation to make any Deferred Payments that was carried over by operation of Section 6.4.A. shall be cancelled.

Section 6.5. PAYMENT BY APPLICANT. Payment of amounts due under this Article shall be made as set forth in Section 4.8 of this Agreement and is subject to the limitations contained in Section 7.1.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1 ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum

of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

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

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

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

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

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

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

the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

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

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

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

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

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

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

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR. By executing this Agreement, implementing the authority of, and accepting the benefits provided

by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

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

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

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

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

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

requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

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

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

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

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

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

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

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and,

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recaptured taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

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

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then

presiding in Lynn County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator's fees and expenses and the Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Lynn County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the sixty (60) days provided for such payments in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

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

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the sixty (60) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District

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

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

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

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

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT. Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$10,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The

Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

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

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

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

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

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

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

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

ARTICLE X.
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

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

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

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

To the District:

Tahoka Independent School District
Attn: Dr. George McFarland, Superintendent
(or the successor Superintendent)
2129 N. Main St.
Tahoka, TX 79373
Phone #: (806) 561-4105
Fax #: (806) 561-4160
Email: gmcfarland@tahokaisd.org

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
P.O. Box 9158
Amarillo, TX 79105-9158
Phone #: (806) 379-0306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

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

To Applicant:

Tahoka Wind, LLC
Attn.: Philip Moore, VP Development
c/o Lincoln Clean Energy, LLC
401 N. Michigan Ave., Suite 501
Chicago, IL 60611
Phone #: (512) 767-7461
Email: pmoore@lincolnclean.com

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

With a copy to:

Any lender for which the Applicant has provided the District notice information pursuant to Section 10.3.C below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of

Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

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

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

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights,

benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

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

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

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

Section 10.5. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Lynn County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local

government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words “include,” “includes,” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller’s Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller’s Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to

the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and

the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION. Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

- B. Delivery is deemed complete as follows:
- i. When delivered if delivered personally or sent by express courier service;
 - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
 - iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
 - iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

[signatures follow on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 8th day of June, 2017.

TAHOKA WIND, LLC

TAHOKA INDEPENDENT SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONES

By Resolution dated December 12, 2016, the Lynn County Commissioners Court created the Staked Plains Energy Center Project Reinvestment Zone. By Resolution dated April 10, 2017, the Lynn County Commissioner's Court confirmed, ratified and reauthorized the Staked Plains Energy Center Project Reinvestment Zone, which is legally described as:

LEGAL DESCRIPTION: BEING APPROXIMATELY 234,222 ACRES OF LAND AND BEING ALL OF AND/OR ANY PORTIONS OF SECTIONS: 1, A-1456, 2, A-1459, 3, A-154, 4, A-588, 9, A-157, 10, A-586, 11, A-1457 AND 12, A-1461, BLOCK 10, E.L. & R.R. RR Co. SURVEY, 389, A-1489, 390, A-1518, 391, A-371, 392, A-1504, 395, A-165, 396, A-589, 397, A-1490, 398, A-1494, 399, A-1488, 400, A-1505, 401, A-193, 402, A-1063, 403, A-33, 404, 1513, 431, A-167 AND 432, A-1021, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 437, A-56, 438, A-574, 439, A-205, 440, A-460, 440, A-1014, 441, A-191 AND 442, A-1012, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 275, A-1492, 276, A-1483, 2, A-1518, 1359, A-1486 AND 1360, A-1511, E.L. & R.R. RR Co. SURVEY, 1331, A-338 AND 1332, A-961, D. & S.E. RR Co. SURVEY, 1, A-1068, BLOCK H, E.L. & R.R. RR Co. SURVEY, 1, A-132, 2, A-1295, 2, A-1170, 2, A-672, 2, A-1468, 2, A-1186, 2, A-1435, 49, A-176, 443, A-36, 444, A-1013, 445, A-35, 446, A-488, 447, A-38, 448, A-1447, 448, 787, 448, A-1183, 448, 1239, 449, A-44, 450, A-808, 450, A-1416, 450, A-1070, 450, A-1415, 451, A-45, 452, A-1425, 452, A-1496, 452, A-785, 452, A-STATE, 453, A-46, 454, A-1335, 454, A-1164, 454, A-1050, 455, A-47, 456, A-587, 457, A-43, 458, A-1236, 458, A-1232, 459, A-48, 460, A-805, 461, A-49, 462, A-717, 462, A-1159, 462, A-1051, 463, A-42, 464, A-1022, 464, A-841, 465, A-41, 466, A-843, 466, A-1332, 467, A-50, 468, A-758, 469, A-37, 471, A-23, 472, A-759, 472, A-1034, 472, A-1119, 473, A-22, 474, A-1030, 474, A-760, 476, A-1476, 476, A-722, 477, A-10, 478, A-724, 479, A-11, 480, A-1117, 480, A-849, 481, A-20, 482, A-846, 482, A-1083, 482, A-1128, 482, A-1106, 482, A-1108, 482, A-1221, 482, A-1266, 482, A-1079, 483, A-21, 485, A-39, 486, A-1145, 486, A-725, 486, A-1056, 490, A-757, 493, A-18, 494, A-850, 494, A-1408, 494, A-1172, 495, A-19, 496, A-1219, 496, A-851, 497, A-13, 498, A-1285, 498, A-820, 498, A-1258, 498, A-1264, 499, A-14, 500, A-818, 503, A-25, 504, A-560, 505, A-26, 506, A-723, 507, A-27, 508, A-954, 509, A-28, 1361, A-40, 1405, A-1484, 1406, A-1512, 1407, A-1058, 1408, A-1074, 1409, A-1059, 1410, A-608, 1411, A-9, 1412, A-606, 1415, A-1060, 1416, A-679, 1417, A-1061, 1418, A-1075, 1419, A-1485 AND 1420, A-1500, BLOCK 1, E.L. & R.R. RR Co. SURVEY, 1413, A-200, 1414, A-461, 1425, A-198, 1426, A-462, 1427, A-199 AND 1428, A-463, BLOCK 18, E.L. & R.R. RR Co. SURVEY, 501, A-67, 502, A-695, 502, A-1111, 502, 1122, 503, A-63, 504, A-1004, 504, A-989, 504, A-1003, 505, A-64, 506, A-938, 506, A-1072, 506, A-1557, 506, A-1169, 506, A-753, 507, A-66, 508, A-1185, 508, A-673, 515, A-70, 516, A-710, 517, A-71, 518, A-1311, 518, A-753, 518, 1255, 519, A-69, 520, A-792, 521, A-72, 522, A-793, 529, A-65, 530, A-1521, 530, A-1550, 530, A-1529 AND 530, A-709, BLOCK 1, G.C. & S.F. RR Co. SURVEY, 223, A-275 AND 224, A-547, BLOCK 2, G.B. & C.N.G. RR Co. SURVEY, 1, A-312, 2, A-533, 3, A-315, 4, A-534, 5, A-313, 9, A-316 AND 10, A-535, BLOCK 2, L. & S.V. RR Co. SURVEY, 433, A-57, BLOCK 3, JOHN H. GIBSON SURVEY, 434, A-727, 434, A-1005 AND 434, A-1127, JOHN H. GIBSON SURVEY, 1, A-806, 1, A-337 AND 1, A-1377, D. & S.E. RR Co. SURVEY, 99, A-341 AND 100, A-825, BLOCK 3, D. & S.E. RR Co. SURVEY, 101, A-124, 102, A-1314, 102, A-788 AND 102, A-1477, BLOCK 3, D. & W. RR Co. SURVEY, 103, A-171, 104, A-807 AND 104, A-1417, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 1362, A-1089, BLOCK 11, E.L. & R.R. RR Co. SURVEY, 404, A-1509, 406, A-1509, 551, A-89, 552, A-1095, 553, A-101, 554, A-1035, 559, A-86, 560, A-1071, 1421, A-1514, 1422, A-651, 1429, A-324 AND 1430, A-464, T.T. RR Co. SURVEY, 555, A-83, 556, A-502, 557, A-82 AND 558, A-557, T. & N.O. RR Co. SURVEY, 1323, A-

1499, 1324, A-1503, 1365, A-1047, 1366, A-1096, 1367, A-1, 1368, A-1097, 1369, A-3, 1370, A-1087, 1371, A-2 AND 1372, A-1064, BLOCK 1, B.S. & F. SURVEY, 1321, A-322, 1322, A-1086, 1373, A-1073 AND 1374, A-1501, BLOCK 1, H. & O.B. RR Co. SURVEY, 561, A-81 AND 562, A-503, T. & N.O. RR Co. SURVEY, 601, A-268, 602, A-591, 603, A-269, 604, A-669, 605, A-68 AND 606, A-590, BLOCK 2, G.C. & S.F. RR Co. SURVEY, 527, A-204, 528, A-690, 528, A-1465, 557, A-192, 558, A-774, 558, A-1175, 559, A-55, 560, A-1309, 560, A-703, 560, A-1300, 560, A-1302 AND 560, A-1303, BLOCK 2, E.L. & R.R. RR Co. SURVEY, 301, A-53 AND 302, A-544, BLOCK 3, E.L. & R.R. RR Co. SURVEY, 303, A-73, 304, A-492, 305, A-76, 306, A-465, 309, A-75 AND 310, A-466, BLOCK 3, G.C. & S.F. RR Co. SURVEY, 307, A-282, 308, A-1330, 308, A-809 AND 308, A-1274, BLOCK 3, H. & O.B. RR Co. SURVEY, 201, A-109, 202, A-763, 203, A-102, 204, A-1410, 204, A-761, 204, A-1440, 205, A-91, 206, A-764, 207, A-97, 208, A-1331, 208, A-730, 208, A-1294, 208, A-1299, 209, A-92, 210, A-761, 210, A-1410, 210, A-732, 211, A-100, 212, A-762, 213, A-110, 214, A-1317, 214, A-1018 AND 214, A-735, BLOCK 4, T.T. RR Co. SURVEY, 1, A-544, 2, A-1375, 2, A-942, 2, A-1215, 3, A-151, 4, A-952, 4, A-1123, 5, A-142, 6, A-815, 6, A-1341, 7, A-152, 8, A-1208, 8, A-860, 8, A-1540, 8, A-1554, 9, A-153, 10, A-991, 10, A-1053, 10, A-733, 11, A-144, 12, A-1351, 12, A-1355, 12, A-1482, 12, A-861, 13, A-143, 14, A-795, 15, A-145, 16, A-1406, 16, A-1404, 16, A-731, 16, A-1405, 17, A-146, 18, A-736, 18, A-1273, 19, A-147, 20, A-737, 20, A-992, 20, A-1131, 21, A-148, 22, A-1353, 22, A-749, 22, A-1048, 23, A-149, 24, A-1139, 24, A-796, 24, A-1124, 25, A-266, 26, A-1346, 26, A-797, 26, A-1218, 27, A-219, 28, A-930, 35, A-222, 36, A-1467, 36, A-1545, 36, A-931, 37, A-223, 38, A-928, 39, 212, 40, A-901, 81, A-172, 82, A-506, 222, A-543 AND 1274, A-474, BLOCK 8, E.L. & R.R. RR Co. SURVEY, 405, A-288 AND 406, A-784, BLOCK 9, H.E. & W.T. RR Co. SURVEY, 410, A-827, BLOCK 9, E.L. & R.R. RR Co. SURVEY, 3, A-457, 221, A-134, 223, A-136, 224, A-545 AND 1273, A-1276, E.L. & R.R. RR Co. SURVEY, 27, A-177, 28, A-1126, 28, A-1436, 28, A-655, 41, A-259, 42, A-798, 42, A-1148 AND 42, 1147, BLOCK H, E.L. & R.R. RR Co. SURVEY, 39, A-296 AND 40, A-738, BLOCK 18, H.E. & W.T. RR Co. SURVEY, 563, A-8 AND 564, A-584, BROOKS & BURLESON SURVEY, 565, A-116, A.B. & M. SURVEY, 1, A-402, 2, A-964, 2, A-702 AND 2, A-1228, BLOCK Q, H.E. & W.T. RR Co. SURVEY, 3, A-133, 4, A-842, 4, A-1270 AND 4, A-1233, BLOCK Q, E.L. & R.R. RR Co. SURVEY, 1, A-321, BLOCK RT, R.T. CO. SURVEY, 1, A-1025, 1, A-1390, 1, A-1000, 1, 1032, 1, A-1376, BLOCK MH, S.N.M.C.D. SURVEY, 1, A-284, 2, A-1389, 2, A-1392, 2, A-1393, 2, A-1246, 2, A-1387, 2, A-1385, 2, A-681, 2, A-1382, 3, A-285, 4, A-1112, 4, A-694, 4, A-1324, 4, A-1356, 5, A-286, 6, A-680 AND 6, A-1379, BLOCK 1, H.E. & W.T. RR Co. SURVEY, 5, A-163, 6, A-687, 7, A-162, 8, A-648, 9, A-161, 16, A-854, 17, A-267 AND 18, A-688, BLOCK 7, E.L. & R.R. RR Co. SURVEY, 3, A-400 AND 4, A-646, BLOCK D20, G.W.T. & P. RR Co. SURVEY, 5, A-438 AND 6, A-647, BLOCK D20, W.T. RR Co. SURVEY, 23, A-401, 24, A-1008, 24, A-1527, 24, A-1357, 24, A-715, 24, A-1427 AND 24, A-1556, H.E. & W.T. RR Co. SURVEY, 12, A-1191, 12, A-979, 12, A-1100, 13, A-1301, 13, A-854, 14, A-1179, 14, A-1263, 14, A-1182, 14, A-812, 15, A-1305, 15, A-814, 15, A-1298, 15, A-1304, 16, A-996, 16, A-816, 16, A-1381, 16, A-STATE, 17, 1340, 17, A-1391, 17, A-1386, 17, A-1383 AND 18, A-1267, BLOCK D23, PUBLIC SCHOOL LAND SURVEY, 1251, A-1272, 1252, A-650, 1257, A-1237, 1258, A-649, A.B. & M. SURVEY, 1, A-271, 2, A-1153, 2, A-697, 2, A-1297, 2, A-1155, 2, A-1154 AND 12, A-667, BLOCK L, G.W.T. & P. RR Co. SURVEY, 3, A-310, 4, A-1141, 4, A-1316, 4, A-660, 4, A-1313, 5, A-309, 6, A-1105, 6, 682 AND 6, 1394, BLOCK L, I. RR Co. SURVEY, 7, A-4, 8, A-626, 11, A-272, 15, A-6, 16, A-668, 259, A-122, 260, A-927, 260, A-1031, 261, A-120, 262, A-659, 263, A-121 AND 264, A-862, BLOCK L, B.S. & F. SURVEY, 17, A-439, 18, 1039, 18, A-1243, 18, A-899 AND 18, A-1167, BLOCK L, D. & S.E. RR Co. SURVEY, 1, A-1279 AND 2, A-456, JASPER HAYS SURVEY, 1263, A-1277, 1264, A-614, 1265, A-1241 AND 1266, A-615, JOHN H. GIBSON SURVEY, 1, A-60, 2, A-1265, 2, A-1259, 2, A-801, 2, A-1261, 13, A-61 AND 14, A-638, BLOCK J, G.W.T. & P. RR Co. SURVEY, 3, A-34, 4, A-625, 15, A-131, 16, A-844, 17, A-52, 18, A-800, 18, A-1203, 18, A-1033, 19, A-51, 20, A-800, 20, A-1528, 20, A-696, 20, A-1433 AND 20, A-1531, BLOCK J, E.L. & R.R. RR Co. SURVEY, 5, A-80 AND 6, A-628, BLOCK J, H. & W. SURVEY, 7, A-270 AND 8, A-639, JOHN H.

GIBSON SURVEY, 9, A-119 AND 10, A-363, BLOCK J, B.S. & F. SURVEY, 11, A-115 AND 12, A-637, BLOCK J, A.C.H. & B. SURVEY, 1271, A-1271, 1272, A-612, 1272, A-1250 AND 1272, A-1315, A.B. & M. SURVEY, 9, A-1388, 10, A-1275, 12, A-1116, 13, A-306, 14, A-613, 14, A-1225, 15, A-261 AND 32, A-1322, BLOCK 24, H.E. & W.T. RR Co. SURVEY, 1, A-125, 2, A-1506, 3, A-597, 4, A-616, 5, A-127, 6, A-1336, 6, A-1319, 8, A-627, 9, A-126 AND 10, A-1115, BLOCK O, D. & W. RR Co. SURVEY, 7, A-605, BLOCK O, S. & M. SURVEY, 36, A-1326, 36, A-1325 AND 37, A-1296, BLOCK 24, C.A. JOPLIN SURVEY, AND 1, A-170 AND 2, A-642, BLOCK M, A.L. & R.R. RR Co. SURVEY, AND LEAGUES: 1, A-114, 3, A-112, AND 4, A-113, WILSON COUNTY SCHOOL LAND SURVEY, ALL LYING IN AND BEING SITUATED OUT OF LYNN COUNTY, TEXAS: SAID 234,222 ACRE TRACT BEING GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING at a point at or near the intersection of the common line of Garza County, Texas and said Lynn County with the north line of Borden County, Texas for the southeast corner hereof and having an approximate Latitude and Longitude of 32.9611° and 101.5575°;

THENCE North 87°49'09" West a distance of 14800.40 feet along the common line of said Borden and Lynn Counties to a point for an ell corner hereof and having an approximate Latitude and Longitude of 32.9614° and 101.6057°;

THENCE North 02°01'50" East a distance of 26429.58 feet crossing said Section 9, A-157, Section 4, A-588, Section 396, A-589, Section 431, A-167 and Section 438, A-574 to a point at or near the common line of said Section 438 and Section 437, A-56 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0341° and 101.6052°;

THENCE North 87°59'33" West a distance of 63533.34 feet generally along the south lines of said Section 437, Section 440, A-1014, Section 439, A-205, Section 434, A-1127 and A-1005, Section 101, A-124, Section 406, A-784, Section 405, A-288, Section 410, A-827, Section 17, A-146, Section 18, A-736, Section 19, A-147, Section 20, A-1131, A-992 and A-737, and Section 21, A-148 to a point at or near the common line of said Section 21 and Section 28, A-930 for an interior corner hereof and having an approximate Latitude and Longitude of 33.0348°, and 101.8125°;

THENCE South 01°47'54" West a distance of 5291.17 feet crossing said Section 28 to a point at or near the south line of said Section 28 for an ell corner hereof;

THENCE North 88°10'20" West a distance of 7130.11 feet generally along the south line of said Section 28 and Section 27, A-219 to a point at or near the common line of said Section 27 and Section 35, A-222 for an interior corner hereof;

THENCE South 01°48'51" West a distance of 7150.57 feet crossing said Section 35 and Section 40, A-901 to a point for an ell corner hereof and having an approximate Latitude and Longitude of 33.0006° and 101.8358°;

THENCE North 88°01'41" West a distance of 17885.32 feet crossing said Section 40, Section 39, A-212, Section 38, A-928 and Section 27, A-177 to a point at or near the west line of said Section 27 for the southerly southwest corner hereof and having an approximate Latitude and Longitude of 33.0008° and 101.8941°;

THENCE North 01°23'15" East a distance of 2356.93 feet generally along the west line of said Section 27 and Section 28, A-1126 to a point at or near the northeast corner of Section 26, Block H, EL & RR RR Co. Survey, A-1423 for an interior corner of said Section 28 and hereof;

THENCE North 87°43'53" West a distance of 226.05 feet generally along the common line of said Section 28 and 28 to a point at or near the westerly southwest corner of said Section 28 for an ell corner hereof;

THENCE North 01°59'22" East a distance of 15849.85 feet generally along the west line of said Section 28, A-1126 and A-1436, Section 41, A-259 and Section 42, A-798 and A-1148 to a point at or near the northwest corner of said A-1148 and an ell corner hereof;

THENCE South 87°43'16" East a distance of 102.02 feet generally along the north line of said A-1148 to a point at or near the southwest corner of said Section 49, A-176 for an interior corner hereof;

THENCE North 02°23'40" East a distance of 31585.79 feet generally along the west line of said Section 49, Section 40, A-738, Section 39, A-296, Section 82, A-506, Section 10, A-535, and Section 3, A-315 to a point at or near the northwest corner of said Section 3 for an angle point hereof;

THENCE North 01°45'26" East a distance of 15944.67 feet generally along the west line of said Section 4, A-534, Section 5, A-313 and Section 309, A-75 to a point at or near the northwest corner of said Section 309 for the westerly northwest corner hereof and having an approximate Latitude and Longitude of 33.1815° and 101.8936°;

THENCE South 87°40'52" East a distance of 21310.45 feet generally along the north line of said Section 309, Section 310, A-466, Section 565, A-116 and Section 563, A-8 to a point at or near the northeast corner of said Section 563 for an ell corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.8239°;

THENCE South 01°51'15" West a distance of 10602.69 feet generally along the east line of said Section 563 and Section 564, A-584 to a point at or near the northeast corner of said Section 223, A-275 for an interior corner hereof;

THENCE South 87°40'11" East a distance of 5364.04 feet generally along the north line of said Section 224, A-547 to a point at or near the northeast corner of said Section 224 for an ell corner hereof;

THENCE South 01°39'20" West a distance of 10640.57 feet generally along the east line of said Section 224 and Section 304, A-492 to a point at or near the northeast corner of said Section 301, A-53 for an interior corner hereof;

THENCE South 87°55'57" East a distance of 10610.55 feet generally along the north line of said Section 490, A-757 and Section 205, A-91 to a point at or near the northwest corner of said Section 471, A-23 for an interior corner hereof;

THENCE North 01°57'21" East a distance of 21370.50 feet generally along the west line of said Section 469, A-37, Section 476, A-722 and A-1478, Section 483, A-21 and Section 493, A-18 to a point at or near the common corner of Section 491, Block 1, EL & RR RR Co. Survey, A-17 and said Section 500, A-818, Section 499, A-14 and Section 493, A-18 and an interior corner hereof and having an approximate Latitude and Longitude of 33.1810° and 101.7715°;

THENCE North 88°04'20" West a distance of 5327.73 feet generally along the south line of said Section 500 to a point at or near the southwest corner of said Section 500 for an ell corner hereof;

THENCE North 01°54'27" East a distance of 5329.35 feet generally along the west line of said Section 500 to a point at or near the northwest corner of said Section 500 for an angle point hereof;

THENCE North 17°47'07" East a distance of 11117.21 feet crossing said Section 503, A-25 and Section 509, A-28 to a point at or near the north line of said Section 509 for an ell corner hereof and having an approximate Latitude and Longitude of 33.2251° and 101.7788°;

THENCE South 87°59'55" East a distance of 18237.61 feet generally along the north line of said Section 509, Section 508, A-54, Section 507, A-27 and Section 1, A-321 to a point at or near the northwest corner of said Section 508, A-1185 for an interior corner hereof;

THENCE North 01°44'55" East a distance of 15867.28 feet generally along the west line of said Section 1, A-1032 and A-1025, Section 9, A-161 and Section 16, A-854 to a point at or near the southwest corner of said Section 3, A-400 for an interior corner hereof and having an approximate Latitude and Longitude of 33.2685° and 101.7192°;

THENCE North 88°12'26" West a distance of 15902.78 feet generally along the south line of said Section 4, A-646, Section 23, A-401 and Section 24, A-1556, A-715 and A-1357 to a point at or near the southwest corner of said A-1357 for an ell corner hereof;

THENCE North 02°21'57" East a distance of 7880.88 feet generally along the west line of said Section 24, A-1357 and A-1008 and Section 6, A-647 to a point at or near the northwest corner of said Section 6 for an angle point hereof and having an approximate Latitude and Longitude of 33.2902° and 101.7710°;

THENCE North 50°01'47" East a distance of 5127.04 feet crossing said Section 12, A-1191 and A-979, Section 18, A-1267 and League 3, A-112 to a point for an angle point hereof;

THENCE South 79°27'34" East a distance of 4085.72 feet crossing said League 3 to a point at or near the intersection of the common line of said League 3 and Section 18, A-1267 and U.S. Highway 87 for an angle point hereof;

THENCE North 44°39'15" East a distance of 13436.41 feet generally along said highway and crossing said League 3, and League 4, A-113 to a point for an interior corner hereof and having an approximate Latitude and Longitude of 33.3249° and 101.7153°;

THENCE North 01°35'45" East a distance of 25057.02 feet crossing said League 4, League 1, A-114, Section 2, A-642 and Section 32, A-1322 to a point at or near the common line of Lubbock County, Texas and said Lynn County for the northerly northwest corner hereof and having an approximate Latitude and Longitude of 33.3938° and 101.7155°;

THENCE South 88°50'51" East a distance of 48454.80 feet generally along said common county line to a point at or near the common corner of Crosby County, Texas and said Garza, Lynn and Lubbock Counties for the northeast corner hereof and having an approximate Latitude and Longitude of 33.3951° and 101.5568°;

THENCE generally along the common line of said Garza and Lynn Counties the following five (5) calls:

1. South 01°47'10" West a distance of 50448.57 feet to a point for an angle point;
2. South 01°50'22" West a distance of 27318.21 feet to a point for an angle point;
3. South 01°43'50" West a distance of 48382.52 feet to a point for an angle point;
4. South 01°27'15" West a distance of 5315.79 feet to a point for an angle point;
5. South 01°39'09" West a distance of 26438.87 feet to the **POINT OF BEGINNING** and containing 234,222 acres of land, more or less.

Note: Bearings and distances shown hereon are NAD83, Texas North Central Zone, and coordinates shown hereon are WGS84 Latitude (North) and Longitude (West) and all are approximate based on GIS mapping. This description does not constitute a boundary survey and is provided for reference purposes only.

EXHIBIT 2

DESCRIPTION OF LAND

All Qualified Property owned by the Applicant is located within the boundaries of both the Tahoka Independent School District and the Staked Plains Energy Project Reinvestment Zone, which is described in **EXHIBIT 1**.

Draft

EXHIBIT 3

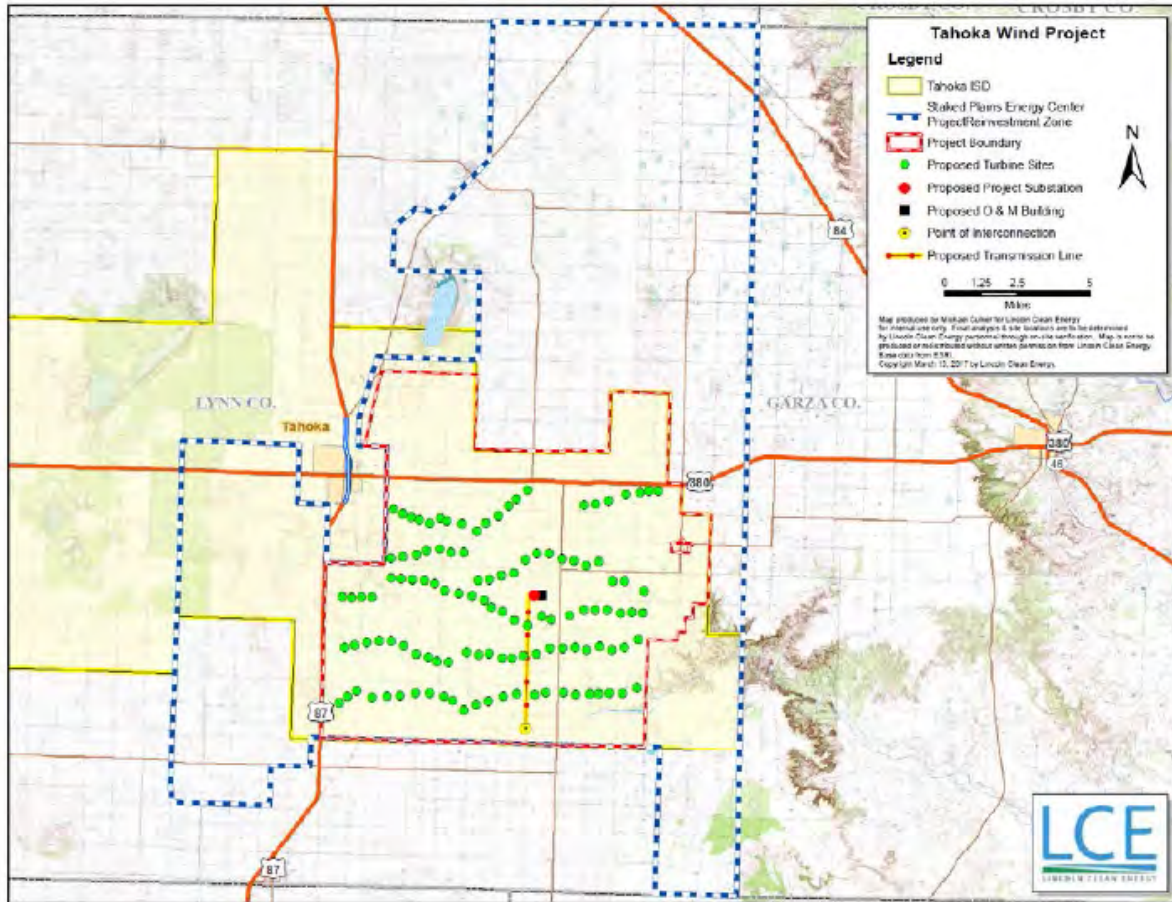
APPLICANT'S QUALIFIED INVESTMENT

Tahoka Wind, LLC plans to construct a 300 MW wind farm in Lynn County within the boundaries of Tahoka ISD consisting of 120 turbines.

The applicant is requesting an appraised value limitation on all of the qualified investment and the qualified property constructed or placed upon the real property within Tahoka ISD. For purposes of this application, the Project anticipates using General Electric (GE) 2.5 MW turbines. The qualified investment in Tahoka ISD is expected to include approximately one hundred and twenty (120) GE 2.5 MW wind turbine generators, including 89m towers, nacelles, rotors with 127m rotor diameter, and reinforced concrete foundations, pads, underground and overhead electric collection cables, met towers, spare parts and control systems as necessary for the commercial generation of electricity. While the turbine locations have not yet been finalized, they are expected to be sited in a series of rows running approximately east to west in the Eastern part of Lynn County. The attached map shows the preliminary turbine locations. The exact placement of these turbines, as well the exact specifications, heights, and component parts, is subject to ongoing planning, soil and geotechnical studies, and engineering and will be determined before construction commences.

In addition the wind turbines, the Project will also include an operations and maintenance building that will likely be located in the approximate center of the Project. It is also shown on the attached map. The Project will also require underground electrical collection cables, permanent meteorological towers, a Project collector substation, and an overhead transmission line connecting the Project collector substation to the Point of Interconnection. The proposed locations of the Project's collector substation and transmission line, as well as the location of the Point of Interconnection, are shown on the attached map.

MAP OF QUALIFIED INVESTMENT



Agreement for Limitation on Appraised Value
Between Tahoka ISD and Tahoka Wind, LLC
(App No. 1181), June 8, 2017
Exhibit 3

Texas Economic Development Act Agreement
Comptroller Form 50-826 (Jan 2016)

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

See **EXHIBIT 3**.

Draft

EXHIBIT 5

AGREEMENT SCHEDULE

	<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
Limitation Pre-Years	1	January 1, 2017	2017-18	2017	Limitation Pre-Year, QTP begins
	2	January 1, 2018	2018-19	2018	Limitation Pre-Year
Limitation Period (10 Years)	3	January 1, 2019	2019-20	2019	\$20 million appraisal limitation, QTP ends December 31, 2019
	4	January 1, 2020	2020-21	2020	\$20 million appraisal limitation
	5	January 1, 2021	2021-22	2021	\$20 million appraisal limitation
	6	January 1, 2022	2022-23	2022	\$20 million appraisal limitation
	7	January 1, 2023	2023-24	2023	\$20 million appraisal limitation
	8	January 1, 2024	2024-25	2024	\$20 million appraisal limitation
	9	January 1, 2025	2025-26	2025	\$20 million appraisal limitation
	10	January 1, 2026	2026-27	2026	\$20 million appraisal limitation
	11	January 1, 2027	2027-28	2027	\$20 million appraisal limitation
	12	January 1, 2028	2028-29	2028	\$20 million appraisal limitation
Maintain a Viable Presence (5 Years)	13	January 1, 2029	2029-30	2029	No appraisal limitation; must maintain a viable presence
	14	January 1, 2030	2030-31	2030	No appraisal limitation; must maintain a viable presence
	15	January 1, 2031	2031-32	2031	No appraisal limitation; must maintain a viable presence
	16	January 1, 2032	2032-33	2032	No appraisal limitation; must maintain a viable presence
	17	January 1, 2033	2033-34	2033	No appraisal limitation; must maintain a viable presence



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

May 23, 2017

Dr. George McFarland
Superintendent
Tahoka Independent School District
PO Box 1230
Tahoka, Texas 79373

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes by and between Tahoka Independent School District and Tahoka Wind, LLC, Application 1181

Dear Superintendent McFarland:

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

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

Should you have any questions, please contact Michelle Luera with our office. She can be reached by email at michelle.luera@cpa.texas.gov or by phone at 1-800-531-5441, ext. 3-6053, or at 512-463-6053.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Fred Stormer, Underwood Law Firm, P.C.
Philip Moore, Lincoln Clean Energy, LLC
David Sewell, Stahl, Bernal, Davies, Sewell & Chavarria, LLP

Tab Item 12

Request For Waiver of Job Creation Requirement

March 20, 2017

Superintendent Dr. George McFarland
Tahoka Independent School District
2129 N Main St.
Tahoka, Texas 79373

Re: Chapter 313 Job Waiver Request Dear

Superintendent McFarland,

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

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the industry, we understand the wind industry's standard for permanent employment to be one full-time employee for every twenty (20) wind turbines. Based on this standard, we can commit to creating six (6) full-time positions to fulfill the needs of the Project. All six (6) created positions would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

The applicant requests that the Tahoka ISD's Board of Trustees make such a finding and waive the job creation requirement. This waiver request is in line with industry standards for the job requirements for a wind energy facility of this size, as evidenced by limitation agreement applications that have been filed by other wind energy developers, and by documentation related to the development and operation of solar generation facilities.

The project stands to provide significant benefits to the community with respect to increased tax base and the ongoing royalty payments it will make to local landowners.

Sincerely,



Eric Barnett
Development Director
Tahoka Wind, LLC