
FINDINGS

OF THE

RIO GRANDE CITY CONSOLIDATED

INDEPENDENT SCHOOL DISTRICT BOARD OF

TRUSTEES

UNDER THE

TEXAS ECONOMIC DEVELOPMENT ACT

ON THE APPLICATION SUBMITTED BY

MESTENO WINDPOWER, LLC (#1271)

DECEMBER 19, 2018

FINDINGS OF THE RIO GRANDE CITY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
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STATE OF TEXAS §

COUNTY OF STARR §

On the 19th day of December 2018, a public meeting of the Board of Trustees of the Rio Grande City Consolidated Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Mesteno Windpower, LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. The Board of Trustees has considered the economic impact analysis and the project certification issued by the Texas Comptroller of Public Accounts. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, and after considering the relevant documentary evidence, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On June 25, 2018, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached as **Attachment A.**

The Applicant, (Texas Taxpayer Id. 32067447071), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B.**

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

The Application was delivered to the Comptroller for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Starr County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054. On August 24, 2018, the Comptroller determined the Application to be complete.

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on October 17, 2018 in which the Comptroller has determined, inter alia, that: 1) Application is subject to the provisions of Chapter 171, Texas Tax Code; 2) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 3) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; and, 4) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

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

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

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

The Board has adopted the Texas Economic Development Agreement (Form 50-826) as promulgated by the Comptroller's Office. Form 50-826 has been altered only in

accordance only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**.

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

Board Finding Number 1.

The Board finds that the property described in the Application meets the requirements of Tex. Tax Code §313.024 for eligibility for a limitation on appraised value.

In support of Finding 1, the Application indicates that:

Mesteno Windpower, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 201.6 megawatts. Presently our plans are to install 56 Vestas V136 3.6 megawatt turbines on the property within the "Mesteno Wind" reinvestment zone in Starr County, Texas. Mesteno Windpower, LLC estimates that all 56 turbines are planned to be installed in Rio Grande City CISD.

Property used for renewable energy electric generation is eligible for a limitation under §313.024(b)(5).

Board Finding Number 2.

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

Board Finding Number 3.

Based on the information certified by the Comptroller, the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state (as detailed in Attachment C of the Comptroller's Certification).

Board Finding Number 4.

The Board finds that the Application Fee received was reasonable and only in such an amount as was necessary to cover the District's costs of processing the Application under consideration.

In support of Finding 4, the Board reviewed the Application Fee payment included in the Application at Attachment A, the contract with the District's consultants and the internal costs for processing the application, if any.

Board Finding Number 5.

Based upon the Application and in the Comptroller's Economic Impact Evaluation and Certification, Attachment A, the Board finds that the number of jobs to be created and the wages to be paid comply with the requirements of statute; and, the Board further finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all required provisions and information related to job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of such Agreement.

In its Application, Applicant has committed to creating six (6) new qualifying jobs. The average salary level of qualifying jobs will be at least \$22,152 per year. The review of the application by the Comptroller's indicated that this amount—based on Texas Workforce Commission data—complies with current Tex. Tax Code §313.021(3) requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying Job" means a permanent full-time job that:

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

Board Finding Number 6.

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

Board Finding Number 7.

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

In its Application, Applicant has indicated that it does not intend to create any non-qualifying jobs. For all non-qualifying jobs, the Applicant should create the Applicant will be required to pay at least the county average wage of \$29,810 for all jobs in the county in accordance with the provisions of Tex. Tax Code §313.024(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, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$159.8 million to the tax base that would be available for debt service purposes at the peak investment level for the 2020-21 school year. In the future, however, the state's facilities programs are expected to remain the major source of additional funding in meeting the I&S needs of RCCCISD.

Board Finding Number 9.

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

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

Board Finding Number 10.

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

Board Finding Number 11.

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

The Board has developed a written policy CCG (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's representations concerning and economic incentives being offered, if any, and (5) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by the Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code §37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings

and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

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

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. (**Attachment H**) The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

Board Finding Number 12.

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

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-826, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement. According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2015 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F. The total industrial value for the District is \$256.9 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is

classified as a "rural" district due to its placement in a strategic investment area. Given that the value of industrial property is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 13.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G) contains all necessary provisions and information related to establishing the required investment amount, to wit: the amount set forth in Section 2.5 of said Agreement.

The Board relies on the certifications of its consultants and the Comptroller's Approval of the Agreement form to make this Finding. (**Attachment I**)

Board Finding Number 14.

The Applicant (Taxpayer No. 32067447071) is eligible for the limitation on appraised value of qualified property as an active franchise-tax paying entity.

The Applicant, (Texas Taxpayer No. 32067447071), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**) contains all required provisions necessary for the Board to assess eligibility of any business to which an agreement is transferred.

Board Finding Number 15.

The project will be located within an area that is designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code.

Board Finding Number 16.

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

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

granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. The Agreement contains adequate revenue protection measures for the duration of the Agreement. In support of this Finding, the Board relies upon the recommendation of its consultants. (**Attachment H**)

Board Finding Number 17.

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

Board Finding Number 18.

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

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), set forth at <https://pol.tasb.org/Home/Index/1086>, that it has taken appropriate action to ensure that all District Trustees and the Superintendent, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

In addition, at the public hearing, the Board caused the statement set forth in **Attachment J** to be read into the public record and that only Board members audibly responding that no conflict of interest existed either deliberated or voted on the Tax Limitation Agreement, these Findings or any matter relating to the Application upon which these Findings have been premised.

The Board finds that with the adoption of District Policies DBD, DGA, DH, and BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that

such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings.

Board Finding Number 19.

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

Board Finding Number 20.

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

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

Dated the 19th day of December 2018.

RIO GRANDE CITY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

Attachment A

Application

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
FACSIMILE: (512) 494-9919

June 29, 2018

Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

RE: Application to the Rio Grande City Consolidated Independent School District from
Mesteno Windpower, LLC

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Rio Grande City Consolidated Independent School District is notifying Mesteno Windpower, LLC of its intent to consider the application for appraised value limitation on qualified property should a positive certificate be issued by the Comptroller. The Applicant submitted the Application to the school district on June 25, 2018. The Board voted to accept the application on June 25, 2018. The application has been determined complete as of June 29, 2018. The Applicant has provided the schedules in both electronic format and paper copies. The electronic copy is identical to the hard copy that will be hand delivered.

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

Sincerely,



Kevin O'Hanlon
School District Consultant

Cc: Starr County Appraisal District
Mesteno Windpower, LLC

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>



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #1

Application

See attached.

Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

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 comptroller.texas.gov/economy/local/ch313/. 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

June 25, 2018

Date Application Received by District

Alfredo

First Name

Garcia

Last Name

Superintendent

Title

Rio Grande City CISD

School District Name

1 South Fort Ringgold

Street Address

Fort Ringgold

Mailing Address

Rio Grande City

City

(956) 716-6702

Phone Number

Texas

State

78582

ZIP

(956) 487-8506

Fax Number

morergc2006@yahoo.com

Email Address

Mobile Number (optional)

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



Yes



No

SECTION 1: School District Information *(continued)*3. Authorized School District Consultant *(If Applicable)*

Chris	Grammer
First Name	Last Name
Associate	
Title	
Moak Casey & Associates LLP	
Firm Name	
512-485-7878	512-485-7888
Phone Number	Fax Number
	cgrammer@moakcasey.com
Mobile Number <i>(optional)</i>	Email Address

4. On what date did the district determine this application complete? June 29, 2018
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)*

Brian	Stallman	
First Name	Last Name	
Vice President	Duke Energy Renewables	
Title	Organization	
550 South Caldwell St. Suite 600		
Street Address		
Mailing Address		
Charlotte	North Carolina	28202
City	State	ZIP
Phone Number	Fax Number	
	brian.stallman@duke-energy.com	
Mobile Number <i>(optional)</i>	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.

First Name	Last Name	
Title	Organization	
Street Address		
Mailing Address		
City	State	ZIP
Phone Number	Fax Number	
Mobile Number <i>(optional)</i>	Business Email Address	

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

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Evan	Horn
First Name	Last Name
Tax Manager	
Title	
Ernst & Young LLP	
Firm Name	
512-426-8958	
Phone Number	Fax Number
evan.horn@ey.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? Mesteno Windpower, LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32067447071
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	☐ 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.

SECTION 9: Projected Timeline

1. Application approval by school board Q3 2018
2. Commencement of construction Q4 2018
3. Beginning of qualifying time period Q4 2018
4. First year of limitation 2020
5. Begin hiring new employees Q1 2020
6. Commencement of commercial operations Q4 2019
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 2019

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Starr County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Starr County Appraisal District
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Starr, 0.76840, 100% City: N/A
(Name, tax rate and percent of project)
 Hospital District: Starr, 0.268163, 100% Water District: Starr Drainage, .0100, 100%
(Name, tax rate and percent of project)
 Other (describe): South Texas College, 0.185, 100% Other (describe):
(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 comptroller.texas.gov/economy/local/ch313/.

1. At the time of application, what is the estimated minimum qualified investment required for this school district? 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 30,000,000.00
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

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:
- 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);
 - 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
 - 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:
- legal description of the land (Tab 9);
 - 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);
 - owner (Tab 9);
 - the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - 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:
- evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
 - legal description of reinvestment zone (Tab 16);
 - order, resolution or ordinance establishing the reinvestment zone (Tab 16);
 - guidelines and criteria for creating the zone (Tab 16); and
 - 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? 07/21/2018

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:
- maps and/or detailed site plan;
 - surveys;
 - appraisal district values and parcel numbers;
 - inventory lists;
 - existing and proposed property lists;
 - model and serial numbers of existing property; or
 - 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 2018
(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 573.00
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 426.00
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 661.00
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? 22,152.00
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 22,152.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(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**.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #2

Proof of Payment of Application Fee

Proof of payment attached.

DUKE ENERGY RENEWABLES, INC.
400 S TRYON STREET
ACCOUNTS PAYABLE - ST25B
CHARLOTTE, NC 28202



Page 1 of 1



000045 R3K1SDA
RIO GRANDE CITY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
FORT RINGGOLD
RIO GRANDE CITY TX 78582

Date: 06/04/2018
Check #: 1000041684
Payment Amount: 75,000.00
Vendor #: 0000074644

Remittance Advice

Invoice Date	Invoice #	Voucher ID #	Invoice Gross Amt	Discount Amount	Invoice Net Amt
06/01/2018	CHAPTER313APPFEE	10101956	75,000.00	0.00	75,000.00
CHAPTER 313 APPLICATION FEE TO RIO GRANDE CITY CISD					

PLEASE DETACH BEFORE DEPOSITING CHECK

SHADED AREA MUST GRADUALLY CHANGE FROM BLUE AT TOP TO GREEN AT BOTTOM

DUKE ENERGY RENEWABLES, INC.
400 S TRYON STREET
ACCOUNTS PAYABLE - ST25B
CHARLOTTE, NC 28202



0-162/433

Date: 06/04/2018
Check #: 1000041684

Pay Exactly **Seventy-Five Thousand and 00/100 -US Dollars **

Amount

\$***75,000.00

TO THE
ORDER
OF

RIO GRANDE CITY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

VOID AFTER 180 DAYS

PNC BANK, N.A.
PITTSBURGH, PA

Shirley May
Authorized Signer

⑈ 1000041684 ⑈ ⑆ 043301627 ⑆ 1019267885 ⑈



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #3

Combined Group Membership Documentation

The entity Mesteno Windpower, LLC was formed on 06/12/2018 after the latest combined group franchise tax filing was completed. On the next annual franchise tax report, Mesteno Windpower, LLC will be included as an affiliate entity on the combined group report filed by Duke Energy Corporation & Affiliates (Texas Taxpayer No. 12027772180). Attached to this application is a copy of the most recently filed Form 05-165 for this combined group report.

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



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #4

Detailed Description of Project

Mesteno Windpower, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 201.6 megawatts. Presently our plans are to install 56 Vestas V136 3.6 megawatt turbines on the property within the “Mesteno Wind” reinvestment zone in Starr County, Texas. Mesteno Windpower, LLC estimates that all 56 turbines are planned to be installed in Rio Grande City CISD.

If granted an Appraised Value Limitation pursuant to Texas Tax Code 313, Mesteno Windpower, LLC expects to issue a full notice to proceed for construction in Q4 of 2018 and expects to complete construction within 12 months.

The additional improvements for the Mesteno Windpower Project will include but are not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, computer equipment, furniture, company vehicles, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #5

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

2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?

The applicant has entered into long term lease agreements with the landowners in the project area. The applicant has also signed a generator interconnection agreement to interconnect the project to the transmission system. None of the contracts or agreements with the Company has entered into requires or obligates the Company to move forward with the proposed project in the event that a Chapter 313 Appraised Value Limitation is not approved.

7. Is the applicant evaluating other locations not in Texas for the proposed project?

Duke Energy Renewables, acting as parent company of Mesteno Windpower, LLC, is a U.S. developer of wind projects, and has operations in several regions within the contiguous United States. Duke has the ability to locate wind farms anywhere in the U.S. and bases its decision to deploy capital on projects with the best return on investment. For these reasons Duke Energy studies and compares the economic returns at various competing sites throughout the market areas where wind development is attractive. Without a Limitation on Appraised Value, the economics of the project become far less attractive and Duke Energy would allocate its financial resources to alternative sites outside the State of Texas with more favorable economic returns which would include:

- Oklahoma
- Iowa
- South Dakota

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?

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of Mesteno Windpower, LLC.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #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 (if applicable).

N/A



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #7

Description of Qualified Investment

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, computer equipment, furniture, company vehicles, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #8

Description of Qualified Investment

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, computer equipment, furniture, company vehicles, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #9

Description of Land

Mesteno Windpower, LLC will lease approximately 18,000 acres of land with local land owners in Starr County, Texas.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #10

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

N/A

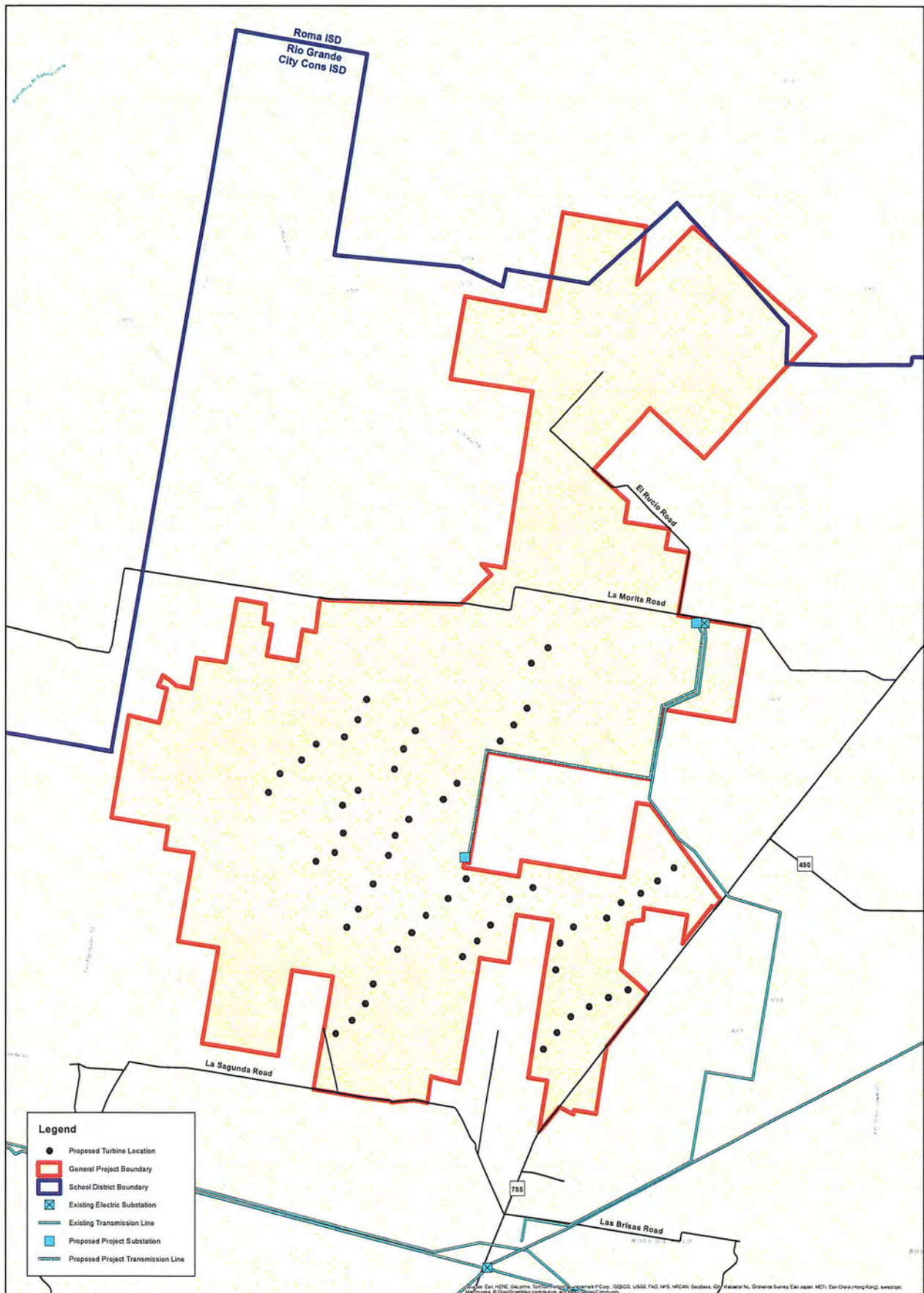


Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #11

Maps

1. Project vicinity – Attached
2. 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 - Attached
3. Qualified property including location of new buildings or new improvements - Attached
4. Existing property - Attached
5. Land location within vicinity map - Attached
6. Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size – To be supplemented after creation

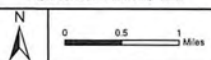


1221 South MoPac Expressway, Suite 225
Austin, Texas 78746 | 512-223-1125
www.energyrenewalpartners.com



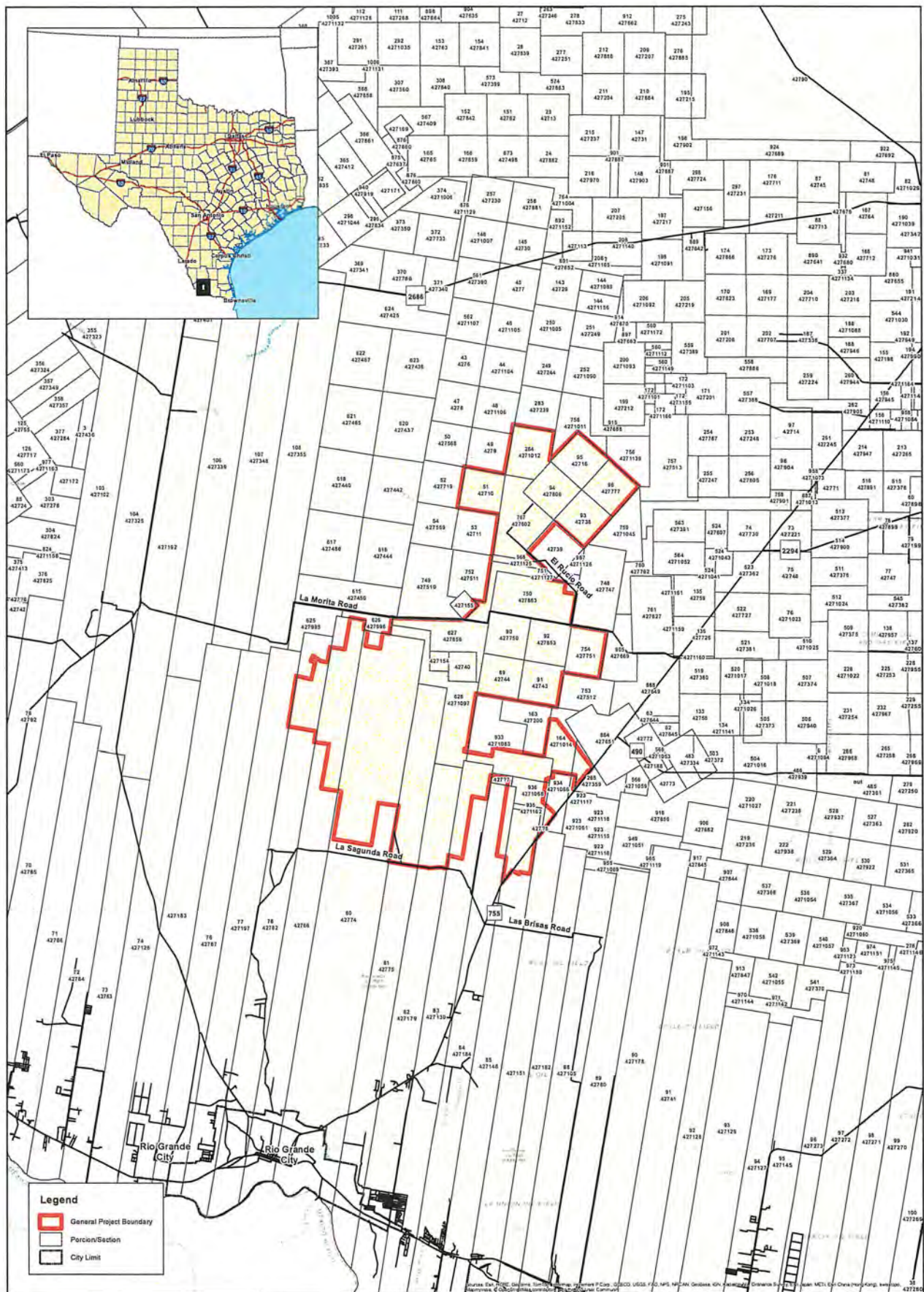
Duke Energy Renewables Mesteño Windpower Project Project Infrastructure

Project Location: Starr County, Texas



MAP 2

Prepared by: B. Richards Date: 6/11/2018

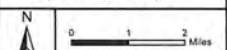


1321 South MoPac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com



Duke Energy Renewables Mesteño Windpower Project Project Location

Project Location: Starr County, Texas



MAP 1

Prepared by: B. Richards Date: 6/11/2018



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #12

Request for Waiver of Job Creation Requirement and supporting information.

See attached.

June 12, 2018

Mr. Alfredo Garcia
Superintendent
Rio Grande City Consolidated Independent School District
1 Fort Ringold
Rio Grande City, Texas 78582

RE: Job Requirement Waiver Request – Mesteño Windpower, LLC

Dear Superintendent Garcia:

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

As background information on the creation of full-time jobs for wind energy projects, these projects create a large number of temporary full-time jobs during the construction phase, but require only a small number of highly skilled employees to operate and maintain the facility once construction ends and commercial operations begin. The permanent employees of a wind energy facility maintain and service wind turbines, underground electrical connections, substations and other related infrastructure associated with the safe and reliable operation of the facility. Additionally, there are also asset managers who supervise, monitor and support wind operations from offsite locations.

Wind industry standard for the number of permanent qualifying jobs necessary for the operation and maintenance of a wind energy facility is less than the minimum new qualifying jobs requirement. Industry standard is that an average wind energy facility will employ approximately one (1) new permanent employee for every ten (10) wind turbines installed. Therefore, in line with wind industry standards and based on the anticipated needs of this facility, Mesteño Windpower, LLC is committed to creating 6 new qualifying jobs.

Mesteño Windpower, LLC respectfully requests that the Rio Grande City CISD's Board of Trustees waive the new qualifying job creation requirement for its application and find that industry standard for the number of employees reasonably necessary for the operation and maintenance of the facility is less than the minimum new job creation requirement.

Sincerely,



Name: Brian K. Stallman
Title: Vice President
Mesteño Windpower, LLC



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #13

Calculation of three possible wage requirements with TWC documentation.

See attached.

CALCULATION OF WAGE REQUIREMENTS - STARR COUNTY

110% of County Average Weekly Wage for All Jobs

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2017	1st Qtr	Starr County	Total All	0	0	10	Total, all industries	596
2017	2nd Qtr	Starr County	Total All	0	0	10	Total, all industries	548
2017	3rd Qtr	Starr County	Total All	0	0	10	Total, all industries	565
2017	4th Qtr	Starr County	Total All	0	0	10	Total, all industries	584

$$\begin{aligned}
 2,293/4 &= \$573.25 \text{ average weekly salary} \\
 &\times 1.1 (110\%) \\
 &\quad \mathbf{\$630.58} \text{ 110\% of County Average Weekly Wage for All Jobs}
 \end{aligned}$$

110% of County Average Weekly Wage for Manufacturing Jobs in County

Year	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
1st Qtr	Starr County	Private	31	2	31-33	Manufacturing	410
2nd Qtr	Starr County	Private	31	2	31-33	Manufacturing	401
3rd Qtr	Starr County	Private	31	2	31-33	Manufacturing	392
4th Qtr	Starr County	Private	31	2	31-33	Manufacturing	346

$$\begin{aligned}
 1,549/4 &= \$387.25 \\
 &\times 1.1 (110\%) \\
 &\quad \mathbf{\$425.98} \text{ 110\% of County Average Weekly Wage for} \\
 &\quad \text{Manufacturing Jobs in County}
 \end{aligned}$$

110% of County Average Weekly Wage for Manufacturing Jobs in Region (South Texas Development Council)

2017 Annual Wage \$31,235

$$\$31,235/52 = \$600.67 \text{ Average Weekly Salary}$$

$$\begin{aligned}
 &\$600.67 \\
 &\times 1.1 (110\%) \\
 &\quad \mathbf{\$660.74} \text{ 110\% of County Average Weekly Wage for Manufacturing Jobs in Region}
 \end{aligned}$$

**2016 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$25.41	\$52,850
1. Panhandle Regional Planning Commission	\$22.52	\$46,834
2. South Plains Association of Governments	\$18.27	\$38,009
3. NORTEX Regional Planning Commission	\$24.14	\$50,203
4. North Central Texas Council of Governments	\$26.06	\$54,215
5. Ark-Tex Council of Governments	\$19.07	\$39,663
6. East Texas Council of Governments	\$20.52	\$42,677
7. West Central Texas Council of Governments	\$20.31	\$42,242
8. Rio Grande Council of Governments	\$19.32	\$40,188
9. Permian Basin Regional Planning Commission	\$26.00	\$54,079
10. Concho Valley Council of Governments	\$18.78	\$39,066
11. Heart of Texas Council of Governments	\$21.14	\$43,962
12. Capital Area Council of Governments	\$30.06	\$62,522
13. Brazos Valley Council of Governments	\$17.66	\$36,729
14. Deep East Texas Council of Governments	\$18.06	\$37,566
15. South East Texas Regional Planning Commission	\$33.42	\$69,508
16. Houston-Galveston Area Council	\$27.52	\$57,246
17. Golden Crescent Regional Planning Commission	\$26.38	\$54,879
18. Alamo Area Council of Governments	\$21.67	\$45,072
19. South Texas Development Council	\$15.02	\$31,235
20. Coastal Bend Council of Governments	\$27.85	\$57,921
21. Lower Rio Grande Valley Development Council	\$17.55	\$36,503
22. Texoma Council of Governments	\$20.98	\$43,648
23. Central Texas Council of Governments	\$18.65	\$38,783
24. Middle Rio Grande Development Council	\$23.05	\$47,950

Source: Texas Occupational Employment and Wages

Data published: July 2017

Data published annually, next update will be July 31, 2018

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.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #14

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

See attached.

Date6/12/2018Applicant NameMesteno Windpower, LISD NameRio Grande City CISD

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)	2018	Not eligible to become Qualified Property			[The only other investment made before filing complete application with district that may become Qualified Property is land.]		
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				\$	17,000,000	0	0	0	\$
Complete tax years of qualifying time period	QTP1	2019-2020	2019	\$	153,000,000	0	0	\$	153,000,000
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]									
				\$	170,000,000	0	0	0	\$
				Enter amounts from TOTAL row above in Schedule A2					
Total Qualified Investment (sum of green cells)									
				\$	170,000,000				

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

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

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

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

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

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

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

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				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 <u>not</u> 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		Enter amounts from TOTAL row in Schedule A1 in the row below				
				170,000,000	0			
	0	2018-2019	2018	17,000,000				
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>	0	2019-2020	2019	153,000,000				
Value limitation period***	1	2020-2021	2020					
	2	2021-2022	2021					
	3	2022-2023	2022					
	4	2023-2024	2023					
	5	2024-2025	2024					
	6	2025-2026	2025					
	7	2026-2027	2026					
	8	2027-2028	2027					
	9	2028-2029	2028					
	10	2029-2030	2029					
Total Investment made through limitation				170,000,000				
Continue to maintain viable presence	11	2030-2031	2030					
	12	2031-2032	2031					
	13	2032-2033	2032					
	14	2033-2034	2033					
	15	2034-2035	2034					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2035-2036	2035					
	17	2036-2037	2036					
	18	2037-2038	2037					
	19	2038-2039	2038					
	20	2039-2040	2039					
	21	2040-2041	2040					
	22	2041-2042	2041					
	23	2042-2043	2042					
	24	2043-2044	2043					
	25	2044-2045	2044					

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

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

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

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

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

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

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

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

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

Date
Applicant Name
ISD Name

6/12/2018
Mesteno Windpower, LLC
Rio Grande City CISD

Form 50-296A
Revised May 2014

				Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
	0	2018-2019	2018						
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019			8,500,000	8,500,000	8,500,000	8,500,000
Value Limitation Period	1	2020-2021	2020			159,800,000	159,800,000	159,800,000	30,000,000
	2	2021-2022	2021			150,212,000	150,212,000	150,212,000	30,000,000
	3	2022-2023	2022			141,199,280	141,199,280	141,199,280	30,000,000
	4	2023-2024	2023			132,727,323	132,727,323	132,727,323	30,000,000
	5	2024-2025	2024			124,763,684	124,763,684	124,763,684	30,000,000
	6	2025-2026	2025			117,277,863	117,277,863	117,277,863	30,000,000
	7	2026-2027	2026			110,241,191	110,241,191	110,241,191	30,000,000
	8	2027-2028	2027			103,626,720	103,626,720	103,626,720	30,000,000
	9	2028-2029	2028			97,409,116	97,409,116	97,409,116	30,000,000
	10	2029-2030	2029			91,564,569	91,564,569	91,564,569	30,000,000
Continue to maintain viable presence	11	2030-2031	2030			86,070,695	86,070,695	86,070,695	86,070,695
	12	2031-2032	2031			80,906,454	80,906,454	80,906,454	80,906,454
	13	2032-2033	2032			76,052,066	76,052,066	76,052,066	76,052,066
	14	2033-2034	2033			71,488,942	71,488,942	71,488,942	71,488,942
	15	2034-2035	2034			67,199,606	67,199,606	67,199,606	67,199,606
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2035-2036	2035			63,167,629	63,167,629	63,167,629	63,167,629
	17	2036-2037	2036			59,377,572	59,377,572	59,377,572	59,377,572
	18	2037-2038	2037			55,814,917	55,814,917	55,814,917	55,814,917
	19	2038-2039	2038			52,466,022	52,466,022	52,466,022	52,466,022
	20	2039-2040	2039			49,318,061	49,318,061	49,318,061	49,318,061
	21	2040-2041	2040			46,358,977	46,358,977	46,358,977	46,358,977
	22	2041-2042	2041			43,577,439	43,577,439	43,577,439	43,577,439
	23	2042-2043	2042			40,962,792	40,962,792	40,962,792	40,962,792
	24	2043-2044	2043			38,505,025	38,505,025	38,505,025	38,505,025
	25	2044-2045	2044			36,194,723	36,194,723	36,194,723	36,194,723

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.

				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
	0	2018-2019	2018	20	\$50,000			
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2019-2020	2019	225	\$50,000	0		\$22,152
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2020-2021	2020			0	6	\$22,152
	2	2021-2022	2021			0	6	\$22,152
	3	2022-2023	2022			0	6	\$22,152
	4	2023-2024	2023			0	6	\$22,152
	5	2024-2025	2024			0	6	\$22,152
	6	2025-2026	2025			0	6	\$22,152
	7	2026-2027	2026			0	6	\$22,152
	8	2027-2028	2027			0	6	\$22,152
	9	2028-2029	2028			0	6	\$22,152
	10							
		2029-2030	2029			0	6	\$22,152
Years Following Value Limitation Period	11 through 25	2030-2045	2030-2044			0	6	\$22,152

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

C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute?

(25

☒

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

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:					
	City:					
	Other:					
Tax Code Chapter 312	County: Starr County	2020	10 Years	1,227,903	920,927	306,976
	City:					
	Other: South Texas College	2020	10 Years	295,630	221,723	73,908
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
TOTAL				1,523,533	1,142,650	380,883

Additional information on incentives for this project:



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #15

Economic Impact Analysis, other payments made in the state or other economic information.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #16

Description of Reinvestment or Enterprise Zone.

1. Evidence that the area qualifies as an enterprise zone as defined by the Governor's Office
2. Legal description of reinvestment zone
3. Order, resolution or ordinance establishing the reinvestment zone
4. Guidelines and criteria for creating the zone

Will be submitted once Starr County establishes the Reinvestment Zone.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM # 17

Signature and Certification page, signed and dated by Authorized School District Representative
and Authorized Company Representative.

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

Alfredo Garcia

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

Alfredo Garcia

Signature (Authorized School District Representative)

6/25/18

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

Brian K. Stallman

Print Name (Authorized Company Representative (Applicant))

Vice President

Title

sign
here

BK Stallman

Signature (Authorized Company Representative (Applicant))

6-11-18

Date



(Notary Seal)

THERESA A. BOWLES
Notary Public, State of Ohio
My Commission Expires 10-13-2019

GIVEN under my hand and seal of office this, the

11 day of June, 2018

Theresa A Bowles
Notary Public in and for the State of Texas-Ohio

My Commission expires: 10-13-2019

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.

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW
808 WEST AVE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
FACSIMILIE: (512) 494-9919

July 30, 2018

Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

RE: Amended Application to Rio Grande City Independent School District from
Mesteno Windpower, LLC

To the Local Government Assistance & Economic Analysis Division:

I have enclosed for you the Amended Application to the Rio Grande City Independent School District from Mesteno Windpower, LLC.

1. Section 14, Question 7C: Has been updated
2. Maps have been updated
3. COG Regional Wage Page has been updated
4. Schedule D has been updated
5. New Signature Page

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

Please do not hesitate to call with any questions.

Sincerely,

William Eggleston
Assistant to Kevin O'Hanlon
School District Consultant

Cc: Starr County Appraisal District

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 2018
 (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 573.00
- b. 110% of the average weekly wage for manufacturing jobs in the county is 426.00
- c. 110% of the average weekly wage for manufacturing jobs in the region is 663.03
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? 22,152.00
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 22,152.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(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**.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #4

Detailed Description of Project

Mesteno Windpower, LLC anticipates constructing a wind-powered electric generating facility with an operating capacity of approximately 201.6 megawatts. Presently our plans are to install 56 Vestas V136 3.6 megawatt turbines on the property within the “Mesteno Wind” reinvestment zone in Starr County, Texas. Mesteno Windpower, LLC estimates that all 56 turbines are planned to be installed in Rio Grande City CISD.

If granted an Appraised Value Limitation pursuant to Texas Tax Code 313, Mesteno Windpower, LLC expects to issue a full notice to proceed for construction in Q4 of 2018 and expects to complete construction within 12 months.

The additional improvements for the Mesteno Windpower Project will include but are not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #5

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

2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?

The applicant has entered into long term lease agreements with the landowners in the project area. The applicant has also signed a generator interconnection agreement to interconnect the project to the transmission system. None of the contracts or agreements with the Company has entered into requires or obligates the Company to move forward with the proposed project in the event that a Chapter 313 Appraised Value Limitation is not approved.

7. Is the applicant evaluating other locations not in Texas for the proposed project?

Yes. Duke Energy Renewables, LLC, ("Duke") parent company of Mesteno Windpower, LLC, is a leading U.S. developer, owner, and operator of wind energy projects throughout the country and has wind operations in several regions within the United States. Outside of Texas, Duke currently has operating wind energy projects in Oklahoma, Kansas, Colorado, Wyoming, Wisconsin, and Pennsylvania.

Duke actively seeks development opportunities across the country and can locate wind energy facilities many places in the United States. Duke bases its decision to deploy capital where there are good market opportunities and the company can achieve a strong return on investment. Because there is a finite supply of capital, only projects with the best returns receive investment capital. For these reasons, Duke studies and compares the economic returns at various competing sites throughout markets where wind development is attractive. Duke is currently involved in the development of several alternative sites outside of Texas, including Oklahoma, Iowa, and South Dakota.

The electricity market is highly competitive: Many market participants are offering to sell electricity to a select number of potential customers for long-term power contracts; therefore, buyers will purchase from sellers who offer the lowest possible price. Because property taxes are a significant operating expense for a renewable energy facility, tax incentives offered by states and localities help lower the cost of electricity offered by new renewable energy projects. Only after securing a long-term power contract does Duke then invest the significant amount of capital required to build and operate a renewable energy project; thus, in the Texas market, securing a Chapter 313 Value Limitation Agreement (along with the corresponding local Chapter 312



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

agreement) is essential to offering the lowest possible price to secure the purchase commitment necessary to construct the project.

Without a Chapter 313 Value Limitation Agreement, the property tax liability would significantly jeopardize the project's competitiveness of securing a long-term power contract (especially when compared against competing ERCOT projects that have secured Chapter 313 and 312 agreements) and would result in Duke diverting investment capital to other projects outside of Texas. For this reason, it is critical that the Mesteno Windpower project secure a Value Limitation Agreement in order to potentially proceed with construction of the project in Texas.

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?

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of Mesteno Windpower, LLC.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #7

Description of Qualified Investment

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #8

Description of Qualified Property

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.

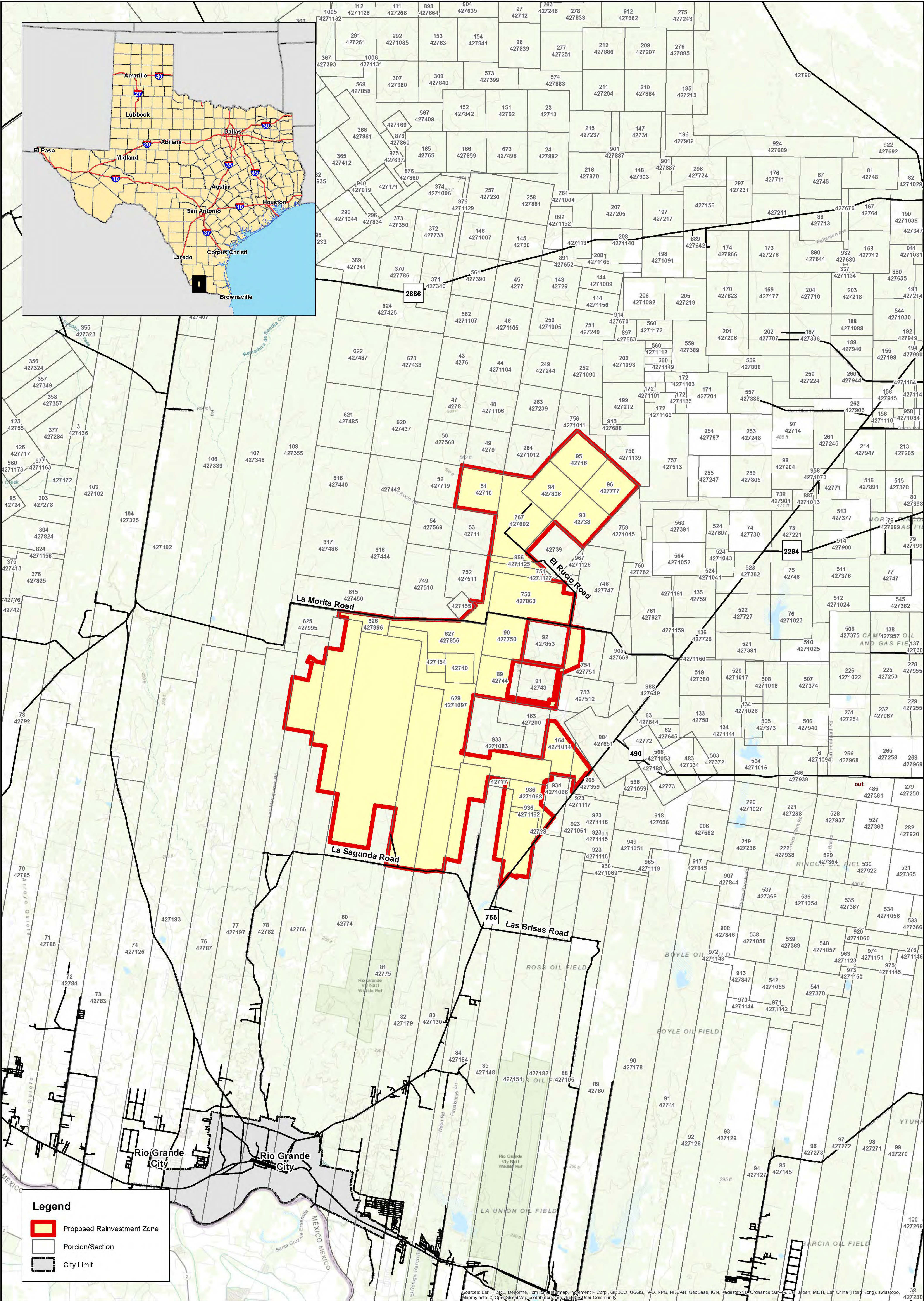


Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #11

Maps

1. Project vicinity – Attached
2. 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 - Attached
3. Qualified property including location of new buildings or new improvements - Attached
4. Existing property - Attached
5. Land location within vicinity map - Attached
6. Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size – To be supplemented after creation



Sources: Esri, HERE, DeLorme, TomTom, Mapbox, InGP, P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox India, © OpenStreetMap contributors, Swisstopo, User Community

1221 South MoPac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com



Duke Energy Renewables Mesteño Windpower Project Project Location

Project Location: Starr County, Texas

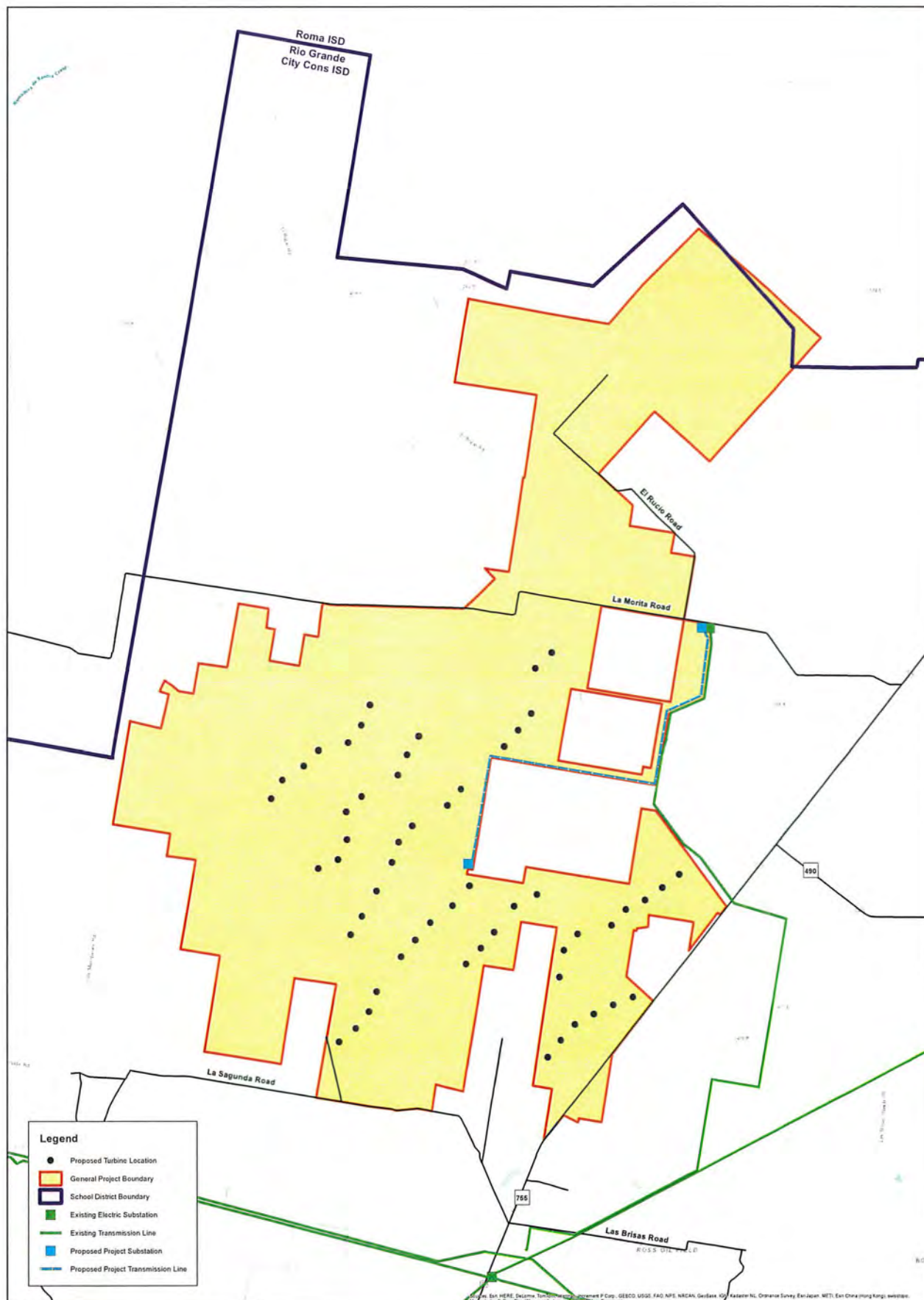


0 1 2 Miles

MAP 1

Prepared by: B. Richards

Date: 7/30/2018

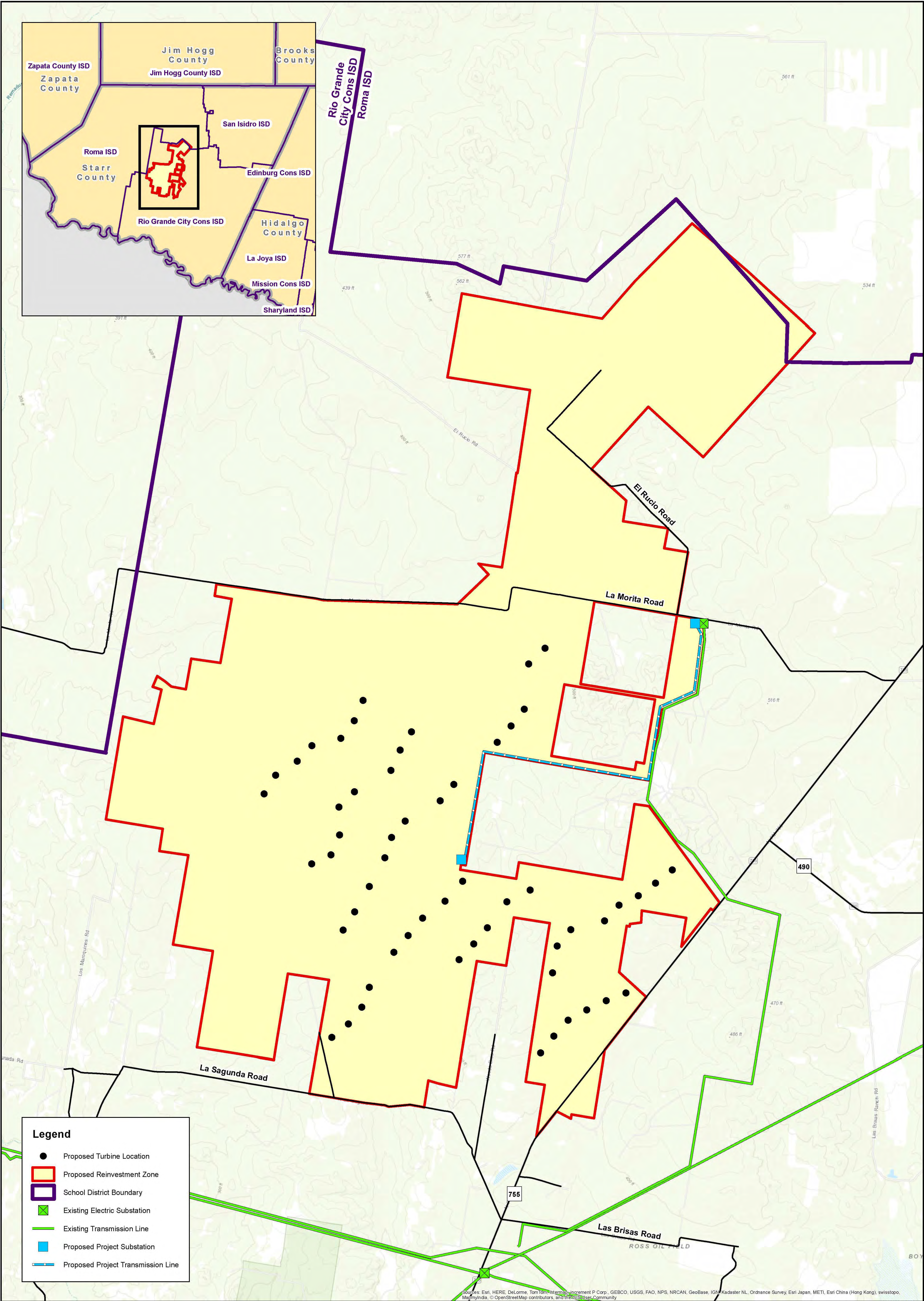


1221 South MoPac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com



Duke Energy Renewables Mesteño Windpower Project Project Infrastructure

Prepared by: B. Richards Date: 7/20/2018



Legend

Proposed Turbine Location

Proposed Reinvestment Zone

School District Boundary

Existing Electric Substation

Existing Transmission Line

Proposed Project Substation

Proposed Project Transmission Line

1221 South MoPac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com

ERP

ENERGY RENEWAL PARTNERS, LLC

Duke Energy Renewables

Mesteño Windpower Project

Project Infrastructure

Project Location: Starr County, Texas

N

0

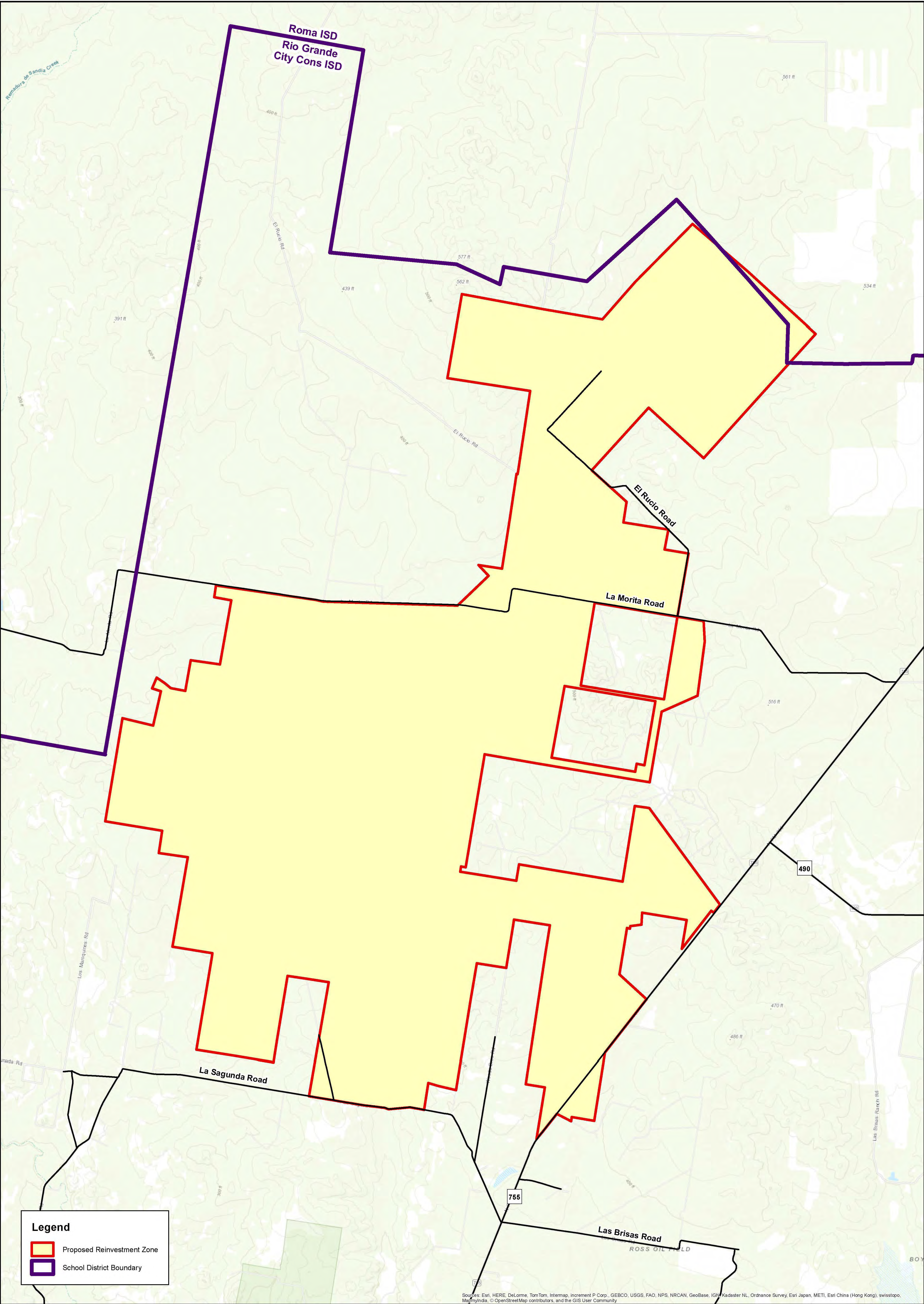
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1

Miles

Prepared by: B. Richards

Date: 7/30/2018



CALCULATION OF WAGE REQUIREMENTS - STARR COUNTY

110% of County Average Weekly Wage for All Jobs

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2017	1st Qtr	Starr County	Total All	0	0	10	Total, all industries	596
2017	2nd Qtr	Starr County	Total All	0	0	10	Total, all industries	548
2017	3rd Qtr	Starr County	Total All	0	0	10	Total, all industries	565
2017	4th Qtr	Starr County	Total All	0	0	10	Total, all industries	584

$$2,293/4 = \$573.25 \text{ average weekly salary}$$

$$\times 1.1 (110\%)$$

$$\underline{\$630.58} \text{ 110\% of County Average Weekly Wage for All Jobs}$$

110% of County Average Weekly Wage for Manufacturing Jobs in County

Year	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
1st Qtr	Starr County	Private	31	2	31-33	Manufacturing	410
2nd Qtr	Starr County	Private	31	2	31-33	Manufacturing	401
3rd Qtr	Starr County	Private	31	2	31-33	Manufacturing	392
4th Qtr	Starr County	Private	31	2	31-33	Manufacturing	346

$$1,549/4 = \$387.25$$

$$\times 1.1 (110\%)$$

$$\underline{\$425.98} \text{ 110\% of County Average Weekly Wage for Manufacturing Jobs in County}$$

110% of County Average Weekly Wage for Manufacturing Jobs in Region (South Texas Development Council)

2017 Annual Wage \$31,343

$$\$31,343/52 = \$602.75 \text{ Average Weekly Salary}$$

$$\$602.75$$

$$\times 1.1 (110\%)$$

$$\underline{\$663.03} \text{ 110\% of County Average Weekly Wage for Manufacturing Jobs in Region}$$

2017 Manufacturing Average Wages by Council of Government Region Wages for All Occupations

COG	Wages	
	Hourly	Annual
Texas	\$26.24	\$54,587
1. Panhandle Regional Planning Commission	\$23.65	\$49,190
2. South Plains Association of Governments	\$19.36	\$40,262
3. NORTEX Regional Planning Commission	\$23.46	\$48,789
4. North Central Texas Council of Governments	\$26.80	\$55,747
5. Ark-Tex Council of Governments	\$18.59	\$38,663
6. East Texas Council of Governments	\$21.07	\$43,827
7. West Central Texas Council of Governments	\$21.24	\$44,178
8. Rio Grande Council of Governments	\$18.44	\$38,351
9. Permian Basin Regional Planning Commission	\$26.24	\$54,576
10. Concho Valley Council of Governments	\$19.67	\$40,924
11. Heart of Texas Council of Governments	\$21.53	\$44,781
12. Capital Area Council of Governments	\$31.49	\$65,497
13. Brazos Valley Council of Governments	\$17.76	\$39,931
14. Deep East Texas Council of Governments	\$17.99	\$37,428
15. South East Texas Regional Planning Commission	\$34.98	\$72,755
16. Houston-Galveston Area Council	\$28.94	\$60,202
17. Golden Crescent Regional Planning Commission	\$26.94	\$56,042
18. Alamo Area Council of Governments	\$22.05	\$48,869
19. South Texas Development Council	\$15.07	\$31,343
20. Coastal Bend Council of Governments	\$28.98	\$60,276
21. Lower Rio Grande Valley Development Council	\$17.86	\$37,152
22. Texoma Council of Governments	\$21.18	\$44,060
23. Central Texas Council of Governments	\$19.30	\$40,146
24. Middle Rio Grande Development Council	\$24.07	\$50,058

Source: Texas Occupational Employment and Wages

Data published: July 2018

Data published annually, next update will be July 31, 2019

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.

Date 7/18/2018
Applicant Name Mesteno Windpower, LLC
ISD Name Rio Grande City CISD

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

1271-riogrande-mesteno-amendment001
August 1, 2018
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 <u>not</u> 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		170,000,000	\$ -	\$ -	\$ -	170,000,000
	0	2018-2019	2018	17,000,000	\$ -	\$ -	\$ -	17,000,000
Each year prior to start of value limitation period** Insert as many rows as necessary	0	2019-2020	2019	153,000,000	\$ -	\$ -	\$ -	153,000,000
Value limitation period***	1	2020-2021	2020					
	2	2021-2022	2021					
	3	2022-2023	2022					
	4	2023-2024	2023					
	5	2024-2025	2024					
	6	2025-2026	2025					
	7	2026-2027	2026					
	8	2027-2028	2027					
	9	2028-2029	2028					
	10	2029-2030	2029					
Total Investment made through limitation				170,000,000				170,000,000
Continue to maintain viable presence	11	2030-2031	2030					
	12	2031-2032	2031					
	13	2032-2033	2032					
	14	2033-2034	2033					
	15	2034-2035	2034					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2035-2036	2035					
	17	2036-2037	2036					
	18	2037-2038	2037					
	19	2038-2039	2038					
	20	2039-2040	2039					
	21	2040-2041	2040					
	22	2041-2042	2041					
	23	2042-2043	2042					
	24	2043-2044	2043					
	25	2044-2045	2044					

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

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

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

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

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

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

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

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

Schedule D: Other Incentives (Estimated)

Date

7/18/2018

Applicant Name

Mesteno Windpower, LLC

Form 50-296A

ISD Name

Rio Grande City CISD

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:					
	City:					
	Other:					
Tax Code Chapter 312	County: Starr County	2020	10 Years	1,227,903	75%	306,976
	City:					
	Other: South Texas College	2020	10 Years	295,630	75%	73,908
Local Government Code Chapters 380/381	County:					
	City:					
	Other:					
Freeport Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
TOTAL				1,523,533	75%	380,884

Additional information on incentives for this project:

Texas Comptroller of Public Accounts

Data Analysis and
Transparency
Form 50-296-A

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

Alfredo García
Print Name (Authorized School District Representative)

sign
here

[Signature]
Signature (Authorized School District Representative)

Superintendent
Title

7/31/18
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

Brian K. Stallman
Print Name (Authorized Company Representative (Applicant))

sign
here

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

Vice President, Mesteno Windpower, LLC
Title

July 26, 2018
Date



THERESA A. BOWLES
Notary Public, State of Ohio
My Commission Expires 10-13-2019

(Notary Seal)

GIVEN under my hand and seal of office this, the

26 day of July, 2018

Theresa A. Bowles
Notary Public in and for the State of Texas OK:2

My Commission expires: 10-13-2019

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.

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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.

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print
here

Print Name (Authorized School District Representative)

Title

sign
here

Signature (Authorized School District Representative)

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

Print Name (Authorized Company Representative (Applicant))

Title

sign
here

Signature (Authorized Company Representative (Applicant))

Date



THERESA A. BOWLES
Notary Public, State of Ohio
My Commission Expires 10-13-2019

(Notary Seal)

GIVEN under my hand and seal of office this, the

26 day of July, 2018

Theresa A Bowles
Notary Public in and for the State of Texas Ohio

My Commission expires: 10-13-2019

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Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #8

Description of Qualified Property

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, one (1) building with included office, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.

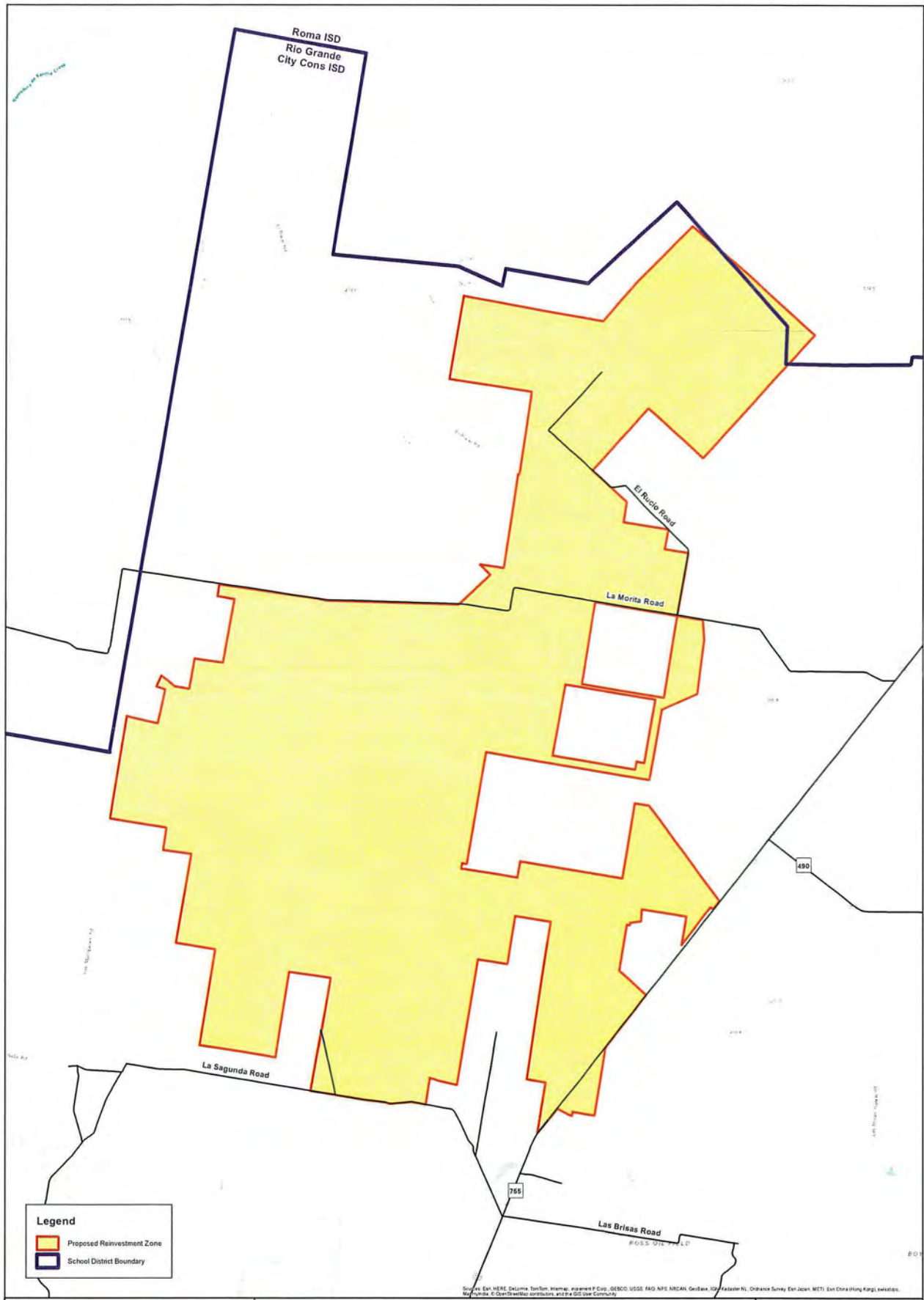


Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #11

Maps

1. Project vicinity – Attached
2. 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 - Attached
3. Qualified property including location of new buildings or new improvements - Attached
4. Existing property - Attached
5. Land location within vicinity map - Attached
6. Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size



1221 South Mofac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com



Duke Energy Renewables
Mesteño Windpower Project
Starr County Approved Reinvestment Zone/Project Boundary

Project Location: Starr County, Texas



Prepared by: B. Richards Date: 7/30/2018

Attachment B

Franchise Tax Account Status



Franchise Tax Account Status

As of : 11/01/2018 10:25:11

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

MESTENO WINDPOWER, LLC

Texas Taxpayer Number 32067447071

Mailing Address 550 S TRYON ST CHARLOTTE, NC 28202-4200

? Right to Transact Business in Texas ACTIVE

State of Formation DE

Effective SOS Registration Date 06/08/2018

Texas SOS File Number 0803039556

Registered Agent Name C T CORPORATION SYSTEM

Registered Office Street Address 1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Attachment C

State Comptroller's Certification



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

October 17, 2018

Alfredo Garcia
Superintendent
Rio Grande City Consolidated Independent School District
1 South Fort Ringgold
Rio Grande City, Texas 78582

Re: Certificate for Limitation on Appraised Value of Property for School District
Maintenance and Operations taxes by and between Rio Grande City Consolidated
Independent School District and Mesteno Windpower, LLC, Application 1271

Dear Superintendent Garcia:

On August 24, 2018, the Comptroller issued written notice that Mesteno Windpower, LLC (applicant) submitted a completed application (Application 1271) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on June 25, 2018, to the Rio Grande City Consolidated Independent School District (school district) by the applicant.

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

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

Determination required by 313.025(h)

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

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

- Sec. 313.024(d) Applicant has requested a waiver to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1271.

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, 2018.

Note that any building or improvement existing as of the application review start date of August 24, 2018, 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 blue ink that reads "Lisa Craven". The signature is fluid and cursive, with the first name "Lisa" and last name "Craven" clearly distinguishable.

Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller's economic impact analysis of Mesteno Windpower, LLC (project) applying to Rio Grande City Consolidated 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 Mesteno Windpower, LLC.

Applicant	Mesteno Windpower, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Generation-Wind
School District	Rio Grande City CISD
2017-2018 Average Daily Attendance	9,731
County	Starr
Proposed Total Investment in District	\$170,000,000
Proposed Qualified Investment	\$170,000,000
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2019-2020
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	\$426
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(A)	\$426
Minimum annual wage committed to by applicant for qualified jobs	\$22,152
Minimum weekly wage required for non-qualifying jobs	\$573
Minimum annual wage required for non-qualifying jobs	\$29,810
Investment per Qualifying Job	\$28,333,333
Estimated M&O levy without any limit (15 years)	\$18,843,312
Estimated M&O levy with Limitation (15 years)	\$7,976,098
Estimated gross M&O tax benefit (15 years)	\$10,867,214

* 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 Mesteno Windpower, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2018	20	35	55	\$1,000,000	\$3,460,000	\$4,460,000
2019	225	385	609.7	\$11,250,000	\$40,260,000	\$51,510,000
2020	6	68	74	\$132,912	\$8,767,088	\$8,900,000
2021	6	49	55	\$132,912	\$6,987,088	\$7,120,000
2022	6	29	35	\$132,912	\$5,247,088	\$5,380,000
2023	6	18	24	\$132,912	\$4,197,088	\$4,330,000
2024	6	14	20	\$132,912	\$3,677,088	\$3,810,000
2025	6	15	21	\$132,912	\$3,587,088	\$3,720,000
2026	6	17	23	\$132,912	\$3,747,088	\$3,880,000
2027	6	20	26	\$132,912	\$4,067,088	\$4,200,000
2028	6	24	30	\$132,912	\$4,467,088	\$4,600,000
2029	6	27	33	\$132,912	\$4,907,088	\$5,040,000
2030	6	28	34	\$132,912	\$5,167,088	\$5,300,000
2031	6	29	35	\$132,912	\$5,507,088	\$5,640,000
2032	6	30	36	\$132,912	\$5,847,088	\$5,980,000
2033	6	31	37	\$132,912	\$6,167,088	\$6,300,000

Source: CPA REMI, Mesteno Windpower, LLC

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Rio Grande City CISD I&S Tax Levy	Rio Grande City CISD M&O Tax Levy	Rio Grande City CISD M&O and I&S Tax Levies	Starr County Tax Levy	Starr Hospital District Tax Levy	Starr Drainage Water District Tax Levy	South Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.2609	1.1700		0.7684	0.2682	0.0100	0.1850	
2020	\$159,800,000	\$159,800,000		\$416,918	\$1,869,660	\$2,286,578	\$1,227,903	\$428,524	\$15,980	\$295,630	\$3,943,006
2021	\$150,212,000	\$150,212,000		\$391,903	\$1,757,480	\$2,149,384	\$1,154,229	\$402,813	\$15,021	\$277,892	\$3,706,426
2022	\$141,199,280	\$141,199,280		\$368,389	\$1,652,032	\$2,020,420	\$1,084,975	\$378,644	\$14,120	\$261,219	\$3,484,040
2023	\$132,727,323	\$132,727,323		\$346,286	\$1,552,910	\$1,899,195	\$1,019,877	\$355,926	\$13,273	\$245,546	\$3,274,998
2024	\$124,763,684	\$124,763,684		\$325,508	\$1,459,735	\$1,785,244	\$958,684	\$334,570	\$12,476	\$230,813	\$3,078,498
2025	\$117,277,863	\$117,277,863		\$305,978	\$1,372,151	\$1,678,129	\$901,163	\$314,496	\$11,728	\$216,964	\$2,893,788
2026	\$110,241,191	\$110,241,191		\$287,619	\$1,289,822	\$1,577,441	\$847,093	\$295,626	\$11,024	\$203,946	\$2,720,161
2027	\$103,626,720	\$103,626,720		\$270,362	\$1,212,433	\$1,482,795	\$796,268	\$277,889	\$10,363	\$191,709	\$2,556,951
2028	\$97,409,116	\$97,409,116		\$254,140	\$1,139,687	\$1,393,827	\$748,492	\$261,215	\$9,741	\$180,207	\$2,403,534
2029	\$91,564,569	\$91,564,569		\$238,892	\$1,071,305	\$1,310,197	\$703,582	\$245,542	\$9,156	\$169,394	\$2,259,322
2030	\$86,070,695	\$86,070,695		\$224,558	\$1,007,027	\$1,231,586	\$661,367	\$230,810	\$8,607	\$159,231	\$2,123,763
2031	\$80,906,454	\$80,906,454		\$211,085	\$946,606	\$1,157,690	\$621,685	\$216,961	\$8,091	\$149,677	\$1,996,337
2032	\$76,052,066	\$76,052,066		\$198,420	\$889,809	\$1,088,229	\$584,384	\$203,944	\$7,605	\$140,696	\$1,876,557
2033	\$71,488,942	\$71,488,942		\$186,515	\$836,421	\$1,022,935	\$549,321	\$191,707	\$7,149	\$132,255	\$1,763,963
2034	\$67,199,606	\$67,199,606		\$175,324	\$786,235	\$961,559	\$516,362	\$180,204	\$6,720	\$124,319	\$1,658,125
			Total	\$4,201,898	\$18,843,312	\$23,045,210	\$12,375,386	\$4,318,871	\$161,054	\$2,979,498	\$39,739,466

Source: CPA, Mesteno Windpower, LLC

*Tax Rate per \$100 Valuation

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

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

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Rio Grande City CISD I&S Tax Levy	Rio Grande City CISD M&O Tax Levy	Rio Grande City CISD M&O and I&S Tax Levies	Starr County Tax Levy	Starr Hospital District Tax Levy	Starr Drainage Water District Tax Levy	South Texas College Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.2609	1.1700		0.7684	0.2682	0.0100	0.1850	
2020	\$159,800,000	\$30,000,000		\$416,918	\$351,000	\$767,918	\$306,976	\$428,524	\$15,980	\$73,908	\$1,503,418
2021	\$150,212,000	\$30,000,000		\$391,903	\$351,000	\$742,903	\$288,557	\$402,813	\$15,021	\$69,473	\$1,434,273
2022	\$141,199,280	\$30,000,000		\$368,389	\$351,000	\$719,389	\$271,244	\$378,644	\$14,120	\$65,305	\$1,369,277
2023	\$132,727,323	\$30,000,000		\$346,286	\$351,000	\$697,286	\$254,969	\$355,926	\$13,273	\$61,386	\$1,308,180
2024	\$124,763,684	\$30,000,000		\$325,508	\$351,000	\$676,508	\$239,671	\$334,570	\$12,476	\$57,703	\$1,250,750
2025	\$117,277,863	\$30,000,000		\$305,978	\$351,000	\$656,978	\$225,291	\$314,496	\$11,728	\$54,241	\$1,196,765
2026	\$110,241,191	\$30,000,000		\$287,619	\$351,000	\$638,619	\$211,773	\$295,626	\$11,024	\$50,987	\$1,146,019
2027	\$103,626,720	\$30,000,000		\$270,362	\$351,000	\$621,362	\$199,067	\$277,889	\$10,363	\$47,927	\$1,098,318
2028	\$97,409,116	\$30,000,000		\$254,140	\$351,000	\$605,140	\$187,123	\$261,215	\$9,741	\$45,052	\$1,053,479
2029	\$91,564,569	\$30,000,000		\$238,892	\$351,000	\$589,892	\$175,896	\$245,542	\$9,156	\$42,349	\$1,011,330
2030	\$86,070,695	\$86,070,695		\$224,558	\$1,007,027	\$1,231,586	\$661,367	\$230,810	\$8,607	\$159,231	\$2,123,763
2031	\$80,906,454	\$80,906,454		\$211,085	\$946,606	\$1,157,690	\$621,685	\$216,961	\$8,091	\$149,677	\$1,996,337
2032	\$76,052,066	\$76,052,066		\$198,420	\$889,809	\$1,088,229	\$584,384	\$203,944	\$7,605	\$140,696	\$1,876,557
2033	\$71,488,942	\$71,488,942		\$186,515	\$836,421	\$1,022,935	\$549,321	\$191,707	\$7,149	\$132,255	\$1,763,963
2034	\$67,199,606	\$67,199,606		\$175,324	\$786,235	\$961,559	\$516,362	\$180,204	\$6,720	\$124,319	\$1,658,125
			Total	\$4,201,898	\$7,976,098	\$12,177,995	\$5,293,686	\$4,318,871	\$161,054	\$1,274,508	\$21,790,552
			Diff	\$0	\$10,867,214	\$10,867,214	\$7,081,700	\$0	\$0	\$1,704,990	\$17,948,914

Source: CPA, Mesteno Windpower, LLC

*Tax Rate per \$100 Valuation

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

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

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

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
	2019	\$99,450	\$99,450	\$0	\$0
Limitation Period (10 Years)	2020	\$351,000	\$450,450	\$1,518,660	\$1,518,660
	2021	\$351,000	\$801,450	\$1,406,480	\$2,925,140
	2022	\$351,000	\$1,152,450	\$1,301,032	\$4,226,172
	2023	\$351,000	\$1,503,450	\$1,201,910	\$5,428,082
	2024	\$351,000	\$1,854,450	\$1,108,735	\$6,536,817
	2025	\$351,000	\$2,205,450	\$1,021,151	\$7,557,968
	2026	\$351,000	\$2,556,450	\$938,822	\$8,496,790
	2027	\$351,000	\$2,907,450	\$861,433	\$9,358,222
	2028	\$351,000	\$3,258,450	\$788,687	\$10,146,909
	2029	\$351,000	\$3,609,450	\$720,305	\$10,867,214
	2030	\$1,007,027	\$4,616,477	\$0	\$10,867,214
Maintain Viable Presence (5 Years)	2031	\$946,606	\$5,563,083	\$0	\$10,867,214
	2032	\$889,809	\$6,452,892	\$0	\$10,867,214
	2033	\$836,421	\$7,289,312	\$0	\$10,867,214
	2034	\$786,235	\$8,075,548	\$0	\$10,867,214
	2035	\$739,061	\$8,814,609	\$0	\$10,867,214
Additional Years as Required by 313.026(c)(1) (10 Years)	2036	\$694,718	\$9,509,327	\$0	\$10,867,214
	2037	\$653,035	\$10,162,361	\$0	\$10,867,214
	2038	\$613,852	\$10,776,214	\$0	\$10,867,214
	2039	\$577,021	\$11,353,235	\$0	\$10,867,214
	2040	\$542,400	\$11,895,635	\$0	\$10,867,214
	2041	\$509,856	\$12,405,491	\$0	\$10,867,214
	2042	\$479,265	\$12,884,756	\$0	\$10,867,214
	2043	\$450,509	\$13,335,265	\$0	\$10,867,214
	2044	\$423,478	\$13,758,743	\$0	\$10,867,214

\$13,758,743

is greater than

\$10,867,214

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

Source: CPA, Mesteno Windpower, LLC

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

Attachment C – Limitation as a Determining Factor

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

Methodology

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

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

Determination

The Comptroller **has determined** that the limitation on appraised value is a determining factor in the Mesteno Windpower, 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 Mesteno Windpower, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. "The applicant has entered into long term lease agreements with the landowners in the project area. The applicant has also signed a generator interconnection agreement to interconnect the project to the transmission system. None of the contracts or agreements with the Company has entered into requires or obligates the Company to move forward with the proposed project in the event that a Chapter 313 Appraised Value Limitation is not approved."
 - B. "Only after securing a long-term power contract does Duke then invest the significant amount of capital required to build and operate a renewable energy project; thus, in the Texas market, securing a Chapter 313 Value Limitation Agreement (along with the corresponding local Chapter 312 agreement) is essential to offering the lowest possible price to secure the purchase commitment necessary to construct the project. Without a Chapter 313 Value Limitation Agreement, the property tax liability would significantly jeopardize the project's competitiveness of securing a long-term power contract (especially when compared against competing ERCOT projects that have secured Chapter 313 and 312 agreements) and would result in Duke diverting investment capital to other projects outside of Texas. For this reason, it is critical that the Mesteno Windpower project secure a Value Limitation Agreement in order to potentially proceed with construction of the project in Texas."
- Supplemental information from Applicant:
 - A. The project isn't formally known by any other names. In its development stage, the project was formerly known as "LV expansion", "Rio Bravo II", or "Los Vientos VIB". The "LV expansion" moniker was due to the projects proximity to the Los Vientos III – V projects.
 - B. The project has applied to ERCOT at this time. The project's IGNR number is 16INR0081, and has not changed. Please note, the agreement for Mesteno Wind, LLC is under the Duke Energy Renewables Wind, LLC entity. Was assigned 12/30/14.

Supporting Information

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

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

Supporting Information

**Section 8 of the Application for
a Limitation on Appraised Value**

SECTION 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.

Supporting Information

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



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

CHECKLIST ITEM #5

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

2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?

The applicant has entered into long term lease agreements with the landowners in the project area. The applicant has also signed a generator interconnection agreement to interconnect the project to the transmission system. None of the contracts or agreements with the Company has entered into requires or obligates the Company to move forward with the proposed project in the event that a Chapter 313 Appraised Value Limitation is not approved.

7. Is the applicant evaluating other locations not in Texas for the proposed project?

Yes. Duke Energy Renewables, LLC, ("Duke") parent company of Mesteno Windpower, LLC, is a leading U.S. developer, owner, and operator of wind energy projects throughout the country and has wind operations in several regions within the United States. Outside of Texas, Duke currently has operating wind energy projects in Oklahoma, Kansas, Colorado, Wyoming, Wisconsin, and Pennsylvania.

Duke actively seeks development opportunities across the country and can locate wind energy facilities many places in the United States. Duke bases its decision to deploy capital where there are good market opportunities and the company can achieve a strong return on investment. Because there is a finite supply of capital, only projects with the best returns receive investment capital. For these reasons, Duke studies and compares the economic returns at various competing sites throughout markets where wind development is attractive. Duke is currently involved in the development of several alternative sites outside of Texas, including Oklahoma, Iowa, and South Dakota.

The electricity market is highly competitive: Many market participants are offering to sell electricity to a select number of potential customers for long-term power contracts; therefore, buyers will purchase from sellers who offer the lowest possible price. Because property taxes are a significant operating expense for a renewable energy facility, tax incentives offered by states and localities help lower the cost of electricity offered by new renewable energy projects. Only after securing a long-term power contract does Duke then invest the significant amount of capital required to build and operate a renewable energy project; thus, in the Texas market, securing a Chapter 313 Value Limitation Agreement (along with the corresponding local Chapter 312



Mesteno Windpower, LLC
Chapter 313 Application to Rio Grande City CISD

agreement) is essential to offering the lowest possible price to secure the purchase commitment necessary to construct the project.

Without a Chapter 313 Value Limitation Agreement, the property tax liability would significantly jeopardize the project's competitiveness of securing a long-term power contract (especially when compared against competing ERCOT projects that have secured Chapter 313 and 312 agreements) and would result in Duke diverting investment capital to other projects outside of Texas. For this reason, it is critical that the Mesteno Windpower project secure a Value Limitation Agreement in order to potentially proceed with construction of the project in Texas.

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?

The information provided in this Attachment and throughout the Application has been assembled to provide the reviewer with the best possible information to make an assessment and determination of the critical nature of the Limitation on Appraised Value to the feasibility of Mesteno Windpower, LLC.

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– Rio Grande City CISD– Mesteno Windpower, LLC App. #1271

Comptroller Questions (via email on August 02, 2018):

1. *Is Mesteno Windpower, LLC currently known by any other project names?*
2. *Has this project applied to ERCOT at this time? If so, please provide the project's IGNR number and the date it was assigned.*

Applicant Response (via email on August 29, 2018):

1. *The project isn't formally known by any other names. In its development stage, the project was formerly known as "LV expansion", "Rio Bravo II", or "Los Vientos VIB". The "LV expansion" moniker was due to the projects proximity to the Los Vientos III – V projects.*
2. *Yes, the project has applied to ERCOT at this time. The project's IGNR number is 16INR0081, and has not changed. Please note, the agreement for Mesteno Wind, LLC is under the Duke Energy Renewables Wind, LLC entity. Was assigned 12/30/14.*

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION
FINANCIAL IMPACT OF THE PROPOSED MESTENO
WINDPOWER, LLC PROJECT IN THE RIO GRANDE CITY
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
(PROJECT # 1271)**

PREPARED BY



SEPTEMBER 2, 2018

Executive Summary

Mesteno Windpower, LLC (Company) has requested that the Rio Grande City Consolidated Independent School District (RGCCISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to RGCCISD on June 25, 2018 the Company plans to invest \$159.8 million in additional taxable to construct a renewable wind electric energy generation facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

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

Under the provisions of Chapter 313, RGCCISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in the 2020-21 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the agreement.

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

Total Revenue Loss Payment owed to RGCCISD	\$2.8 million
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the district.)	\$8.1 million

Application Process

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

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full review of the project and provide its certificate for a limitation on appraised value. After the certificate

is received, the district has until the 150th day from the receipt of the Completeness Letter to adopt an agreement.

After the Comptroller's certificate is received, O'Hanlon, Demerath & Castillo will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review 30 days prior to final adoption by the school district's board of trustees.

Prior to final board meeting, O'Hanlon, Demerath & Castillo will provide the district with the necessary agenda language and any additional action items. The school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. The school board will also be asked to consider a job waiver during this meeting.

How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of two components: Tier I (based on ADA, special student populations and M&O taxes at the compressed tax rate) and Tier II (based on weighted ADA for each penny of tax effort above a specified level). (For more detailed information on the school finance funding system, please review the Texas Education Agency's website [\[Manuals and Presentations\]](#) or [\[School Finance-One Page Descriptions\]](#)).

Because the general school finance formula system calculates state aid entitlements using the Comptroller's certified property value for the preceding year, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state but require some type of compensation from the Company under the revenue protection provisions of the agreement. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

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

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

Underlying School District Data Assumptions

The agreement between the school district and the applicant calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. The Basic Allotment remains at \$5,140 and the Tier II Austin yield increases to \$106.28 for 2018-19, which is maintained for future years.

Static school district enrollment and property values are used to isolate the effects of the value limitation under the school finance system. Any previously-approved Chapter 313 projects are also factored into the M&O tax bases used. The impact of the Chapter 313 project value returning to the total tax roll for M&O funding purposes is beyond the scope of this revenue report.

ADA: 10,169
 Local Tax Base: \$1.7 billion
 M&O Tax Rate: \$1.17 per \$100
 I&S Tax Rate: \$0.2609 per \$100
 Wealth per WADA: \$105,077

Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

Table 1 – Base District Information with Mesteno Wind Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
QTP0	2018-19	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,733,566,038	\$1,733,566,038	\$1,230,739,972	\$1,230,739,972	\$81,301	\$81,301
QTP1	2019-20	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,742,066,038	\$1,742,066,038	\$1,230,739,972	\$1,230,739,972	\$81,301	\$81,301
QTP2/VL1	2020-21	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,893,366,038	\$1,763,566,038	\$1,239,239,972	\$1,239,239,972	\$81,863	\$81,863
VL2	2021-22	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,883,778,038	\$1,763,566,038	\$1,390,539,972	\$1,260,739,972	\$91,858	\$83,283
VL3	2022-23	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,874,765,318	\$1,763,566,038	\$1,380,951,972	\$1,260,739,972	\$91,224	\$83,283
VL4	2023-24	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,866,293,361	\$1,763,566,038	\$1,371,939,252	\$1,260,739,972	\$90,629	\$83,283
VL5	2024-25	10,169.03	15,137.99	\$1.1700	\$0.2609	\$1,858,329,722	\$1,763,566,038	\$1,363,467,295	\$1,260,739,972	\$90,069	\$83,283
VL6	2025-26	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,325,683,406	\$2,238,405,543	\$1,355,503,656	\$1,260,739,972	\$89,543	\$83,283
VL7	2026-27	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,292,620,438	\$2,212,379,247	\$1,822,857,340	\$1,735,579,477	\$120,416	\$114,651
VL8	2027-28	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,261,120,447	\$2,187,493,727	\$1,789,794,372	\$1,709,553,181	\$118,232	\$112,931
VL9	2028-29	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,254,902,843	\$2,187,493,727	\$1,758,294,381	\$1,684,667,661	\$116,151	\$111,287
VL10	2029-30	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,249,058,296	\$2,187,493,727	\$1,752,076,777	\$1,684,667,661	\$115,740	\$111,287
VP1	2030-31	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,243,564,422	\$2,243,564,422	\$1,746,232,230	\$1,684,667,661	\$115,354	\$111,287
VP2	2031-32	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,238,400,181	\$2,238,400,181	\$1,740,738,356	\$1,740,738,356	\$114,991	\$114,991
VP3	2032-33	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,233,545,793	\$2,233,545,793	\$1,735,574,115	\$1,735,574,115	\$114,650	\$114,650
VP4	2033-34	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,228,982,669	\$2,228,982,669	\$1,730,719,727	\$1,730,719,727	\$114,330	\$114,330
VP5	2034-35	10,169.03	15,137.99	\$1.1700	\$0.2609	\$2,224,693,333	\$2,224,693,333	\$1,726,156,603	\$1,726,156,603	\$114,028	\$114,028

*Basic Allotment: \$5,140; AISD Yield: \$106.28; Equalized Wealth: \$514,000 per WADA

QTP= Qualifying Time Period
 VL= Value Limitation
 VP= Viable Presence

M&O Impact of the Mesteno Wind project on RGCCISD

A model is established to make a calculation of the "Baseline Revenue Model" (Table 2) by adding the total value of the project to the model, without assuming a value limitation is approved. A separate model is established to make a calculation of the "Value Limitation Revenue Model" (Table 3) by adding the project's limited value of \$30 million to the model. The difference between the two models (Table 4) indicates there will be a total revenue loss of \$2.8 million over the course of the Agreement, with all the loss reflected in the first limitation year (2020-21). All the reduction in M&O taxes under the limitation agreement is offset through an increase in state aid under current law.

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

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$17,772,377	\$71,959,011	\$0	\$3,021,305	\$18,593,043	\$0	\$0	\$476,417	\$111,822,153
QTP1	2019-20	\$17,855,677	\$71,959,011	\$0	\$3,035,466	\$18,681,321	\$0	\$0	\$476,417	\$112,007,892
QTP2/VL1	2020-21	\$19,364,377	\$71,874,011	\$0	\$3,291,945	\$20,044,245	\$0	\$0	\$476,417	\$115,050,995
VL2	2021-22	\$19,268,497	\$70,361,011	\$0	\$3,275,645	\$17,465,912	\$0	\$0	\$476,417	\$110,847,482
VL3	2022-23	\$19,178,370	\$70,456,891	\$0	\$3,260,323	\$17,531,730	\$0	\$0	\$476,417	\$110,903,731
VL4	2023-24	\$19,093,651	\$70,547,018	\$0	\$3,245,921	\$17,592,836	\$0	\$0	\$476,417	\$110,955,843
VL5	2024-25	\$19,014,014	\$70,631,738	\$0	\$3,232,383	\$17,652,751	\$0	\$0	\$476,417	\$111,007,303
VL6	2025-26	\$21,164,739	\$70,711,374	\$0	\$3,598,005	\$19,722,808	\$0	\$0	\$476,417	\$115,673,343
VL7	2026-27	\$20,962,513	\$66,037,838	\$0	\$3,563,627	\$13,655,770	\$0	\$0	\$476,417	\$104,696,165
VL8	2027-28	\$20,769,755	\$66,368,467	\$0	\$3,530,858	\$13,842,764	\$0	\$0	\$476,417	\$104,988,261
VL9	2028-29	\$20,585,948	\$66,683,467	\$0	\$3,499,611	\$14,024,757	\$0	\$0	\$476,417	\$105,270,200
VL10	2029-30	\$20,410,606	\$66,745,643	\$0	\$3,469,803	\$13,972,528	\$0	\$0	\$476,417	\$105,074,997
VP1	2030-31	\$20,235,049	\$66,804,089	\$0	\$3,439,958	\$13,908,190	\$0	\$0	\$476,417	\$104,863,703
VP2	2031-32	\$20,184,439	\$66,859,027	\$0	\$3,431,354	\$13,933,360	\$0	\$0	\$476,417	\$104,884,597
VP3	2032-33	\$20,136,866	\$66,910,670	\$0	\$3,423,267	\$13,946,638	\$0	\$0	\$476,417	\$104,893,858
VP4	2033-34	\$20,092,147	\$66,959,214	\$0	\$3,415,665	\$13,973,676	\$0	\$0	\$476,417	\$104,917,119
VP5	2034-35	\$20,050,112	\$67,004,845	\$0	\$3,408,519	\$13,985,795	\$0	\$0	\$476,417	\$104,925,688

QTP= Qualifying Time Period
VL= Value Limitation
VP= Viable Presence

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

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$17,772,377	\$71,959,011	\$0	\$3,021,305	\$18,593,043	\$0	\$0	\$476,417	\$111,822,153
QTP1	2019-20	\$17,855,677	\$71,959,011	\$0	\$3,035,466	\$18,681,321	\$0	\$0	\$476,417	\$112,007,892
QTP2/VL1	2020-21	\$18,066,377	\$71,874,011	\$0	\$3,071,285	\$18,763,386	\$0	\$0	\$476,417	\$112,251,476
VL2	2021-22	\$18,066,377	\$71,659,011	\$0	\$3,071,285	\$18,387,546	\$0	\$0	\$476,417	\$111,660,636
VL3	2022-23	\$18,066,377	\$71,659,011	\$0	\$3,071,285	\$18,387,546	\$0	\$0	\$476,417	\$111,660,636
VL4	2023-24	\$18,066,377	\$71,659,011	\$0	\$3,071,285	\$18,387,546	\$0	\$0	\$476,417	\$111,660,636
VL5	2024-25	\$18,066,377	\$71,659,011	\$0	\$3,071,285	\$18,387,546	\$0	\$0	\$476,417	\$111,660,636
VL6	2025-26	\$22,719,804	\$71,659,011	\$0	\$3,862,366	\$22,107,920	\$0	\$0	\$476,417	\$120,825,518
VL7	2026-27	\$22,464,747	\$66,910,616	\$0	\$3,819,007	\$15,568,177	\$0	\$0	\$476,417	\$109,238,964
VL8	2027-28	\$22,220,869	\$67,170,879	\$0	\$3,777,548	\$15,687,361	\$0	\$0	\$476,417	\$109,333,074
VL9	2028-29	\$22,220,869	\$67,419,734	\$0	\$3,777,548	\$15,966,992	\$0	\$0	\$476,417	\$109,861,560
VL10	2029-30	\$22,220,869	\$67,419,734	\$0	\$3,777,548	\$15,966,992	\$0	\$0	\$476,417	\$109,861,560
VP1	2030-31	\$22,770,362	\$67,419,734	\$0	\$3,870,962	\$16,368,542	\$0	\$0	\$476,417	\$110,906,017
VP2	2031-32	\$22,719,752	\$66,859,027	\$0	\$3,862,358	\$15,680,061	\$0	\$0	\$476,417	\$109,597,615
VP3	2032-33	\$22,672,179	\$66,910,670	\$0	\$3,854,271	\$15,708,974	\$0	\$0	\$476,417	\$109,622,511
VP4	2033-34	\$22,627,460	\$66,959,214	\$0	\$3,846,669	\$15,722,862	\$0	\$0	\$476,417	\$109,632,622
VP5	2034-35	\$22,585,425	\$67,004,845	\$0	\$3,839,522	\$15,750,474	\$0	\$0	\$476,417	\$109,656,683

QTP= Qualifying Time Period
VL= Value Limitation
VP= Viable Presence

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Recapture Costs	Additional Local M&O Collections	State Aid from Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Homestead Hold Harmless	Other State Aid	Total General Fund
QTP0	2018-19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP1	2019-20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QTP2/VL1	2020-21	-\$1,298,000	\$0	\$0	-\$220,660	-\$1,280,859	\$0	\$0	\$0	-\$2,799,519
VL2	2021-22	-\$1,202,120	\$1,298,000	\$0	-\$204,360	\$921,634	\$0	\$0	\$0	\$813,154
VL3	2022-23	-\$1,111,993	\$1,202,120	\$0	-\$189,038	\$855,816	\$0	\$0	\$0	\$756,905
VL4	2023-24	-\$1,027,274	\$1,111,993	\$0	-\$174,636	\$794,710	\$0	\$0	\$0	\$704,793
VL5	2024-25	-\$947,637	\$1,027,273	\$0	-\$161,098	\$734,795	\$0	\$0	\$0	\$653,333
VL6	2025-26	\$1,555,065	\$947,637	\$0	\$264,361	\$2,385,112	\$0	\$0	\$0	\$5,152,175
VL7	2026-27	\$1,502,234	\$872,778	\$0	\$255,380	\$1,912,407	\$0	\$0	\$0	\$4,542,799
VL8	2027-28	\$1,451,114	\$802,412	\$0	\$246,690	\$1,844,597	\$0	\$0	\$0	\$4,344,813
VL9	2028-29	\$1,634,921	\$736,267	\$0	\$277,937	\$1,942,235	\$0	\$0	\$0	\$4,591,360
VL10	2029-30	\$1,810,263	\$674,091	\$0	\$307,745	\$1,994,464	\$0	\$0	\$0	\$4,786,563
VP1	2030-31	\$2,535,313	\$615,645	\$0	\$431,004	\$2,460,352	\$0	\$0	\$0	\$6,042,314
VP2	2031-32	\$2,535,313	\$0	\$0	\$431,004	\$1,746,701	\$0	\$0	\$0	\$4,713,018
VP3	2032-33	\$2,535,313	\$0	\$0	\$431,004	\$1,762,336	\$0	\$0	\$0	\$4,728,653
VP4	2033-34	\$2,535,313	\$0	\$0	\$431,004	\$1,749,186	\$0	\$0	\$0	\$4,715,503
VP5	2034-35	\$2,535,313	\$0	\$0	\$431,003	\$1,764,679	\$0	\$0	\$0	\$4,730,995

QTP= Qualifying Time Period
 VL= Value Limitation
 VP= Viable Presence

M&O Impact on the Taxpayer

Under the assumptions used here, the potential tax savings from the value limitation total \$10.9 million over the life of the agreement. The RGCCISD revenue losses are expected to total approximately \$2.8 million over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to total \$8.1 million, prior to any negotiations with Mesteno Wind on supplemental payments.

I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with RGCCISD currently levying a \$0.2609 I&S per \$100 tax rate. The project is not expected to affect school district enrollment and is expected to depreciate over the life of the agreement and beyond. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Local taxpayers should benefit from the addition of the Mesteno Wind project to the local I&S tax roll in the initial year that the project reaches its maximum taxable value. In the future, however, the state's facilities programs are expected to be the major source of additional funding in meeting the I&S needs of RGCCISD.

**Table 5 - Estimated Financial Impact of the Mesteno Wind Project Property Value Limitation Request
Submitted to RGCCISD at \$1.17 per \$100 M&O Tax Rate**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	School District Revenue Losses	Estimated Net Tax Benefits
QTP0	2018-19	\$0	\$0	\$0	\$1.170	\$0	\$0	\$0	\$0	\$0
QTP1	2019-20	\$8,500,000	\$8,500,000	\$0	\$1.170	\$99,450	\$99,450	\$0	\$0	\$0
QTP2/VL1	2020-21	\$159,800,000	\$30,000,000	\$129,800,000	\$1.170	\$1,869,660	\$351,000	\$1,518,660	-\$2,799,519	-\$1,280,859
VL2	2021-22	\$150,212,000	\$30,000,000	\$120,212,000	\$1.170	\$1,757,480	\$351,000	\$1,406,480	\$0	\$1,406,480
VL3	2022-23	\$141,199,280	\$30,000,000	\$111,199,280	\$1.170	\$1,652,032	\$351,000	\$1,301,032	\$0	\$1,301,032
VL4	2023-24	\$132,727,323	\$30,000,000	\$102,727,323	\$1.170	\$1,552,910	\$351,000	\$1,201,910	\$0	\$1,201,910
VL5	2024-25	\$124,763,684	\$30,000,000	\$94,763,684	\$1.170	\$1,459,735	\$351,000	\$1,108,735	\$0	\$1,108,735
VL6	2025-26	\$117,277,863	\$30,000,000	\$87,277,863	\$1.170	\$1,372,151	\$351,000	\$1,021,151	\$0	\$1,021,151
VL7	2026-27	\$110,241,191	\$30,000,000	\$80,241,191	\$1.170	\$1,289,822	\$351,000	\$938,822	\$0	\$938,822
VL8	2027-28	\$103,626,720	\$30,000,000	\$73,626,720	\$1.170	\$1,212,433	\$351,000	\$861,433	\$0	\$861,433
VL9	2028-29	\$97,409,116	\$30,000,000	\$67,409,116	\$1.170	\$1,139,687	\$351,000	\$788,687	\$0	\$788,687
VL10	2029-30	\$91,564,569	\$30,000,000	\$61,564,569	\$1.170	\$1,071,305	\$351,000	\$720,305	\$0	\$720,305
VP1	2030-31	\$86,070,695	\$86,070,695	\$0	\$1.170	\$1,007,027	\$1,007,027	\$0	\$0	\$0
VP2	2031-32	\$80,906,454	\$80,906,454	\$0	\$1.170	\$946,606	\$946,606	\$0	\$0	\$0
VP3	2032-33	\$76,052,066	\$76,052,066	\$0	\$1.170	\$889,809	\$889,809	\$0	\$0	\$0
VP4	2033-34	\$71,488,942	\$71,488,942	\$0	\$1.170	\$836,421	\$836,421	\$0	\$0	\$0
VP5	2034-35	\$67,199,606	\$67,199,606	\$0	\$1.170	\$786,235	\$786,235	\$0	\$0	\$0
						\$18,942,762	\$8,075,548	\$10,867,214	-\$2,799,519	\$8,067,695

QTP= Qualifying Time Period
VL= Value Limitation
VP= Viable Presence

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

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

Attachment E

Taxable Value of Property

 Taxes

Property Tax

School and Appraisal Districts Property Value Study 2015 Report**2015 ISD Summary Worksheet****214/Starr****214-901/Rio Grande City ISD**

Category	Local Tax Roll Value	2015 WTD Mean Ratio	2015 PTAD Value Estimate	2015 Value Assigned
A. Single-Family Residences	444,198,500	.7380	601,894,986	601,894,986
B. Multi-Family Residences	19,773,850	N/A	19,773,850	19,773,850
C1. Vacant Lots	68,398,240	.9284	73,673,244	73,673,244
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real (Taxable)	32,635,180	.9243	35,307,405	35,307,405
D2. Real Prop Farm & Ranch	237,210	N/A	237,210	237,210
E. Real Prop NonQual Acres	38,019,030	N/A	38,019,030	38,019,030
F1. Commercial Real	128,037,120	.9668	132,433,926	132,433,926
F2. Industrial Real	229,922,150	N/A	229,922,150	229,922,150
G. Oil, Gas, Minerals	300,011,470	1.0414	288,084,761	288,084,761
J. Utilities	105,290,210	N/A	105,290,210	105,290,210
L1. Commercial Personal	65,894,180	1.0131	65,042,128	65,042,128
L2. Industrial Personal	26,974,920	N/A	26,974,920	26,974,920

M. Other Personal	1,781,580	N/A	1,781,580	1,781,580
N. Intangible Personal Prop	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	5,276,800	N/A	5,276,800	5,276,800
Subtotal	1,466,450,440		1,623,712,200	1,623,712,200
Less Total Deductions	177,457,687		187,464,407	187,464,407
Total Taxable Value	1,288,992,753		1,436,247,793	1,436,247,793 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
1,485,352,533	1,436,247,793	1,485,352,533	1,436,247,793

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
49,104,740	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
1,485,352,533	1,436,247,793	1,485,352,533	1,436,247,793

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 taxable value to be invalid, and state value was certified because your local value:

- 1) was invalid in one or more of the previous two years or
- 2) is less than 90% of the lower end of the margin of error range or
- 3) The appraisal district that appraises property for the school district was not in compliance with the scoring requirement of the Comptroller's most recent review of the appraisal district conducted under section 5.102, Tax Code (MAP Review)

Attachment F

TEA's Facilities Value

Attachment G

Participation Agreement

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

by and between

**RIO GRANDE CITY CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT**

and

MESTENO WINDPOWER, LLC

(Texas Taxpayer ID # 32067447071)

Comptroller Application # 1271

Dated

December 19, 2018

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

STATE OF TEXAS §

COUNTY OF STARR §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **RIO GRANDE CITY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "District," a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **MESTENO WINDPOWER, LLC**, Texas Taxpayer Identification Number 32067447071 hereinafter referred to as the "Applicant." The Applicant and the District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on June 25, 2018, the Superintendent of Schools of the Rio Grande City Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on June 25, 2018, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

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

WHEREAS, the District and the Texas Comptroller's Office have determined that the Application is complete and August 24, 2018 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Starr Appraisal District established in Starr County, Texas (the "Starr County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on October 17, 2018, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

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

WHEREAS, on December 19, 2018, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on December 19, 2018, 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 December 19, 2018, pursuant to the provisions of 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE;

WHEREAS, on November 9, 2018, 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 December 19, 2018, 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 the Board Vice President to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I

DEFINITIONS

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

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

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

“Applicant” means Mesteno Windpower, LLC, (Texas Taxpayer ID #32067447071) 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 June 25, 2018. 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 Starr Appraisal District.

"Board of Trustees" means the Board of Trustees of the Rio Grande City Consolidated Independent School District.

"Commercial Operation" means the date on which the project becomes commercially operational, has installed or constructed Qualified Property on the Land having a value that equals or exceeds \$30,000,000, and is able to generate electricity and is connected to the grid with an interconnection agreement.

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

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

"County" means Starr County, Texas.

"District" or "School District" means the Rio Grande City Consolidated 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 sixty (60) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

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

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

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

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

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

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

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

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

"State" means the State of Texas.

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

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

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

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

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

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

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State for each and every year of this Agreement, including specifically, the applicable 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 includes any and all amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement. For each year of this Agreement, the "Applicable School Finance Law" shall be interpreted to include all provisions made applicable for any calculations made for the specific year for which calculations are being made.

"Cumulative Unadjusted Tax Benefit" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years during the term of this Agreement.

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

"M&O Amount" means 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

B. The Application Approval Date for this Agreement is December 19, 2018.

C. The Qualifying Time Period for this Agreement:

- i. Starts on December 19, 2018, the Application Approval Date; and
- ii. Ends on December 31, 2020, 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, 2020, the first complete Tax Year that begins after the date of the commencement of Commercial Operation;
- ii. Ends on December 31, 2029.

E. The Final Termination Date for this Agreement is December 31, 2034.

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

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

- A. the Market Value of the Applicant's Qualified Property; or
- B. Thirty Million Dollars (\$30,000,000), based on Section 313.054 of the TEXAS TAX CODE

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

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

- A. have completed the Applicant's Qualified Investment in the amount of \$30,000,000 during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$ 573 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 property used for renewable energy electric generation.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject only to the limitations contained in this Agreement, it is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE, be compensated by Applicant for any loss that District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was a sole and direct cause, all as calculated in Section 4.2 below. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI in this Agreement.

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

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT. Subject to the limitations contained in this Agreement, 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, 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. Notwithstanding any other provision in this Agreement, the M&O Amount owed by Applicant to District for each Tax Year starting in the year of the Application Review Start Date and ending on the Final Termination Date means the Original M&O Revenue *minus* the New M&O Revenue.
- B. In making the calculations required by this Section 4.2 of this Agreement:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as that law exists for each year for which the calculation is made.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2 of this Agreement, results in a negative number, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under Section 4.2 of this Agreement, Subsection *ii* of this subsection will reflect the Tax Limitation Amount for such year.

Notwithstanding anything contained in this Agreement to the contrary, for each Tax Year of the Tax Limitation Period (beginning with Tax Year 2020), amounts due to be paid by Applicant under this Article IV for any Tax Year during the Limitation Period shall not exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement. Beginning with the first Tax Year of the Tax Limitation Period (Tax Year 2020) and for each subsequent year of this Agreement through the third Tax Year after the end of the Tax Limitation Period (2032), any amounts due and owing by Applicant to the District pursuant to Article IV of this Agreement which, by virtue of the payment limitation set forth in this Section 4.2, were not paid in prior years, shall be carried forward and added to the amounts due pursuant to Articles IV for each subsequent Tax Year until paid. Payment obligations accruing in or before the third Tax Year after the end of the Tax Limitation Period (2032) shall survive the termination of this Agreement. Accrued but unpaid amounts that remain at the expiration of the third tax year following the end of the Tax Limitation Period shall be cancelled and not owed by Applicant. In no event shall the amounts paid by the Applicant, calculated under Article IV for each Tax Year, including unpaid amounts carried forward from prior years, be in excess of (i) an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the first day of the Qualifying Time Period through the current Tax Year, less (ii) all amounts paid by Applicant for all previous Tax Years under Article IV of this Agreement. The amounts described in this Section 4.2. shall be included in all calculations made pursuant to Section 4.3.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY. All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") approved each year by the District. The District agrees that for all Tax Years the Third Party selected by the District shall be either RM School Finance Consulting or Moak Casey & Associates. If the District desires to select a Third Party other than RM School Finance Consulting or Moak Casey & Associates, such selection must receive the Applicant's consent, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent not inconsistent with a statutory change to Applicable School Finance Law, all calculations made by the Third Party under this Agreement shall be made using 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. DATA USED FOR CALCULATIONS. The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to Texas Tax Code § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.5. DELIVERY OF CALCULATIONS. On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 4.2, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, subject to the provisions of Section 4.6. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

Section 4.6. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the December 15 after receipt of the third party certification. By such date, the Applicant shall also pay any amount billed by the Third Party, plus any reasonable and necessary out-of-pocket third party legal expenses incurred by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00) For any Tax Year outside of the Tax Limitation Period, Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.6 which exceeds Eight Thousand Dollars (\$8,000.00).

Section 4.7. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within forty-five (45) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records and other information in accordance with Section 4.6 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the Board of Trustees within thirty (30) days of the final determination of certification containing the calculations, and shall be without limitation of the Applicant's other rights and remedies available hereunder, at law or in equity.

Section 4.8. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Investment, and/or the Applicant's Qualified Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

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

Section 4.9. 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, because of its participation in this Agreement, Applicant shall make payments to District, up to the revenue protection amount limit set forth in Section 7.1, that are necessary to offset any negative impact on District's Maintenance and Operations Revenue, as a result of its participation in this Agreement. Such calculation shall be completed using the methodology described in Section 4.2 and 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. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.7.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. EXTRAORDINARY EXPENSES. In addition to the amounts determined pursuant to Section 4.2 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.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

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

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for Supplemental Payments to be calculated as set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313, Texas Tax Code, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV, V, and VI are subject to the limitations contained in Section 7.1, and that all Supplemental Payments under this Article IV are subject to the separate limitations contained in Section 6.2 and Section 6.3.B.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed the limit imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

A. The total of the Supplemental Payments made pursuant to this Article shall: not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the

first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application;

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

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

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance for the previous school year.

Section 6.3. SUPPLEMENTAL PAYMENT AMOUNT. The Parties agree that for each Tax Year during the term of this Agreement beginning with the Tax Year 2018, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i., the Applicant's Supplemental Payment Amount will annually be paid based on the following schedule

Tax Year of Agreement	Date of Payment	Amount of Payment
2018	January 31, 2019	\$100,000
2019	January 31, 2020	\$100,000
2020	January 31, 2021	\$380,000
2021	January 31, 2022	\$380,000
2022	January 31, 2023	\$380,000
2023	January 31, 2024	\$380,000
2024	January 31, 2025	\$380,000
2025	January 31, 2026	\$380,000
2026	January 31, 2027	\$380,000
2027	January 31, 2028	\$380,000
2028	January 31, 2029	\$380,000
2029	January 31, 2030	\$380,000

Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.3, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6, above.

C. All amounts owed by the Applicant to the District for a Tax Year under this Article shall be paid on the date established by Section 6.3 above for such Tax Year.

Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY. At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

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

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period 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 recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

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

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustees' Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have not greater than 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 Starr 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 Starr 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 60 days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 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 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 \$30,000,000 of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

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

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

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

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

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

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

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

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

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

Alfredo Garcia, Superintendent
Rio Grande City Consolidated Independent School District
1 South Fort Ringgold
Rio Grande City, TX 78582
Fax: (956) 487-8506
Email: moorergrc2006@yahoo.com

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

Mesteno Windpower, LLC
c/o Duke Energy Renewables
550 South Caldwell St., Suite 600
Mailcode: NAS06
Charlotte, NC 28202
ATTN: Contract Management

With a copy to:
Mesteno Windpower, LLC
c/o Duke Energy Renewables
550 South Tryon St.
Charlotte, NC 28202
ATTN: Deputy General Counsel

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

D. A copy of any notice delivered to the Applicant shall also be delivered to any lender for which the Applicant has provided the District notice of collateral assignment information pursuant to Section 10.3.C, below.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

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

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

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

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

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

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

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 Starr 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).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 19th day of December, 2018.

MESTENO WINDPOWER, LLC

**RIO GRANDE CITY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: *Janet M. Bridges*
Authorized Business
Representative

By: _____
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: _____
SECRETARY, BOARD OF TRUSTEES

- 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.

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- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 19th day of December, 2018.

MESTENO WINDPOWER, LLC

By: _____
Authorized Business
Representative

**RIO GRANDE CITY CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: 
PRESIDENT, BOARD OF TRUSTEES

By: 
ATTEST:
SECRETARY, BOARD OF TRUSTEES

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

At the time of the Application Approval Date, the Project is within the reinvestment zone established pursuant to Chapter 312 of the Texas Tax Code by order on August 16, 2018 in Starr County. All of the Applicant's Qualified Property and Applicant's Qualified Investment that is subject to this Agreement will be located within the boundaries of the Reinvestment Zone and the boundaries of the Rio Grande City Consolidated Independent School District.

**ORDER OF THE COMMISSIONERS COURT
OF STARR COUNTY, TEXAS**

**CREATING MESTEÑO REINVESTMENT ZONE NUMBER ONE, FOR
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN STARR COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN
EFFECTIVE DATE**

PREAMBLE

WHEREAS, the Commissioners Court of Starr County, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code § 312.001, *et seq.*), and the Starr County Tax Abatement Guidelines and Criteria (the "Guidelines"); and,

WHEREAS, Section 312.401 of the Texas Tax Code permits a County Commissioners Court to designate a reinvestment zone if that designation would contribute to the retention or expansion of primary employment, or attract major investment in the reinvestment zone that would be a benefit to the property to be included in the zone and contribute to the economic development of the County; and,

WHEREAS, none of the area, Described in **EXHIBITS 1 and 2**, below, for which application for the creation of a reinvestment zone has been made, is within the taxing jurisdiction of any municipality; and,

WHEREAS, on August 13, 2018, a hearing before the Commissioners Court of Starr County, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in *The Monitor* and the delivery of written notice to the respective presiding officers of each taxing entity that it includes within its boundaries real property that is to be included in the proposed reinvestment zone; and,

WHEREAS, the Commissioners Court of Starr County, Texas at such public hearing, held in accordance with the procedural requirements of Chapter 312, of the Texas Tax Code, and Chapter 551 of the Texas Government Code, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and,

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

WHEREAS, the Starr County Commissioners Court wishes to create a reinvestment zone within the boundaries of Starr County as shown on the map attached as **EXHIBIT 1** and further described by the legal description set forth in **EXHIBIT 2** of this Order;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF STARR COUNTY, TEXAS:

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

SECTION 2. That the Commissioners Court of Starr County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the *Mesteño Reinvestment Zone Number One* has been properly called, held and conducted and that notice of such hearing has been published as required by law and delivered to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- (b) That the boundaries of *Mesteño Reinvestment Zone Number One* should be the area depicted in the plat map indicating the boundaries thereof, attached hereto as **EXHIBIT 1**, and further described in the legal description of the boundaries described in **EXHIBIT 2**, both of which are incorporated herein by reference for all intents and purposes; and,
- (c) That creation of *Mesteño Reinvestment Zone Number One* with boundaries as described in **EXHIBITS 1** and **2** will result in benefits to the Starr County, Texas and to land included in the zone and that the improvements sought are feasible and practical; and
- (d) The *Mesteño Reinvestment Zone Number One*, as described and depicted in in **EXHIBITS 1** and **2** meets all of the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it would, as a result of the designation, contribute to the retention or expansion of primary employment or attract major investment in the zone that would be a benefit to the property included in the zone and would contribute to the economic development of Starr County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Starr County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines adopted by the Starr County Commissioners Court, the Starr County Commissioners Court hereby creates *Mesteño Reinvestment Zone Number One*, as a reinvestment zone for commercial-industrial tax abatement encompassing only the area within the boundaries described in **EXHIBITS 1 and 2**, and such reinvestment zone is hereby designated and shall hereafter be referred to as *Mesteño Reinvestment Zone Number One*.

SECTION 4. *Mesteño Reinvestment Zone Number One* shall take effect on August 16, 2018 and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

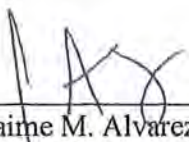
SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Starr County Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

PASSED, APPROVED AND ADOPTED on this 16th day of August 2018.



Hon. Eloy Vera
County Judge

Date: 08/16/2018



Hon. Jaime M. Alvarez
Commissioner Precinct 1

Date: 08/16/2018



Hon. Raul Peña, III.
Commissioner Precinct 2

Date: 8-16-18



Hon. Eloy Garza
Commissioner Precinct 3

Date: 8-16-18



Hon. Ruben D. Saenz
Commissioner Precinct 4

Date: 8-16-18

ATTESTED: 
Dennis D. Gonzalez, County Clerk

Date: 8-16-2018

[COUNTY SEAL]

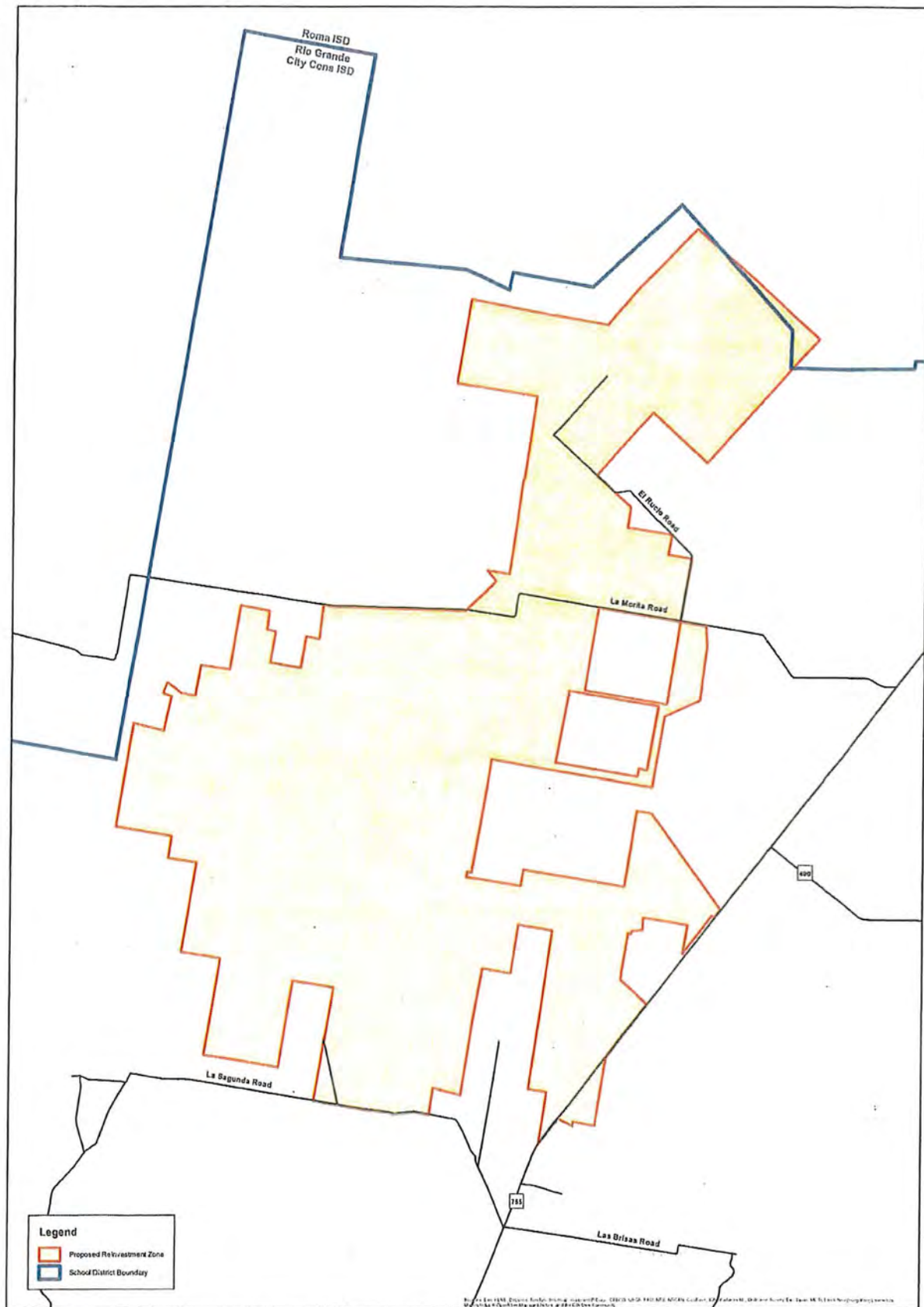


Exhibit 1 - Proposed Reinvestment Zone

In the event of a discrepancy between the boundary depicted on this map and the legal description in Exhibit 2, this map shall control.

EXHIBIT 2

Proposed Mesteño Reinvestment Zone Number One

- Section 51 Abstract 710
- Section 767 Abstract 602
- Section 93 Abstract 38
- Section 94 Abstract 806
- Section 95 Abstract 716
- Section 96 Abstract 777
- Section 966 Abstract 1125
- The western part of Section 751 Abstract 1127
- Section 750 Abstract 863, save and except approximately 44 acres in the northeast corner
- Section 90 Abstract 750
- Section 89 Abstract 44, save and except the eastern 1000'
- The southern 500' and northern 200' out of the eastern 1000' of Section 89 Abstract 44
- A 1000' x 1000' area in the Southeast corner of Section 91 Abstract 43, in addition to the southern and eastern 500', and northern 200', out of the remaining part of Section 91 Abstract 43
- All of Section 754 Abstract 751 located west of an existing AEP transmission line"
- Section 627 Abstract 856
- Abstract 154
- Abstract 40
- Section 626 Abstract 996
- Section 628 Abstract 1097
- The southern part of Section 933 Abstract 1083
- The southern part of Section 164 Abstract 1014
- Part of Section 565 (aka Section 265) Abstract 359 west of FM 755
- Section 936 Abstract 1068
- Section 936 Abstract 1162
- Part of the southern part of Section 934 Abstract 1066 west of FM 755
- Part of Section 969 Abstract 1176
- The northern part of Porcion 85 Abstract 148
- Part of Porcion 84 Abstract 184 north of La Sagunada Road
- Part of Porcion 83 Abstract 130 north of La Sagunada Road
- All of Porcion 82 Abstract 179 north of La Sagunada Road
- All of Porcion 81 Abstract 75 north of La Saginada Road
- Part of Porcion 80 Abstract 74 north of La Sagunada Road
- Part of the northern part of Porcion 79 Abstract 66
- Part of the northern part of Porcion 78 Abstract 82



STARR COUNTY COURTHOUSE
STARR COUNTY

Rio Grande City
Texas 78582

AT 1:55 **POSTED** 0'CLOCK P M

AUG 13 2018

DENNIS G. GONZALEZ, COUNTY CLERK STARR CO. TX
BY: *Gloria De La Garza*



ELOY VERA
COUNTY JUDGE

August 13, 2018

DENNIS GONZALEZ
COUNTY CLERK

Notice

COUNTY COMMISSIONERS

Notice is hereby given that a Special Commissioners' Court Meeting of the County of Starr will be held at 2:00 P.M. Thursday August 16, 2018 at the County Courthouse Annex in the Starr County Conference Room Suite #211 in Rio Grande City, Texas.

JAIME ALVAREZ
PRECINCT NO. 1

RAUL PENA, III
PRECINCT NO. 2

ELOY GARZA
PRECINCT NO. 3

RUBEN D. SAENZ
PRECINCT NO. 4

BOYD CARTER
COUNTY AUDITOR

RENE FUENTES
SHERIFF

VICTOR CANALES
COUNTY ATTORNEY

FERNANDO PENA
TREASURER

MA. AMEIDA SALINAS
ASSESSOR * COLLECTOR

OMAR ESCOBAR
DISTRICT ATTORNEY

ELOY R. GARCIA
DISTRICT CLERK

Agenda

1. Calling the meeting to order.
2. Pledge of Allegiance
3. Discussion and possible action to adopt order creating Mesteno Reinvestment Zone Number One for Commercial/Industrial Tax Abatement in Starr County, Texas. Establishing the Boundaries Therefor, and Providing for an effective date.
4. Adjournment

COUNTY COMMISSIONERS' COURT MAY CHOOSE TO MEET IN A CLOSED MEETING (EXECUTIVE SESSION) AS PERMITTED BY THE TEXAS OPEN MEETINGS ACT ON ANY ITEM OF THIS AGENDA DEEMED APPROPRIATE INCLUDING, BUT NOT LIMITED TO CONSULTATION WITH ATTORNEY, DELIBERATIONS ABOUT GIFTS AND DONATIONS AND PERSONNEL MATTERS.

BY ORDER OF THE COUNTY JUDGE:

Dennis Gonzalez
Dennis Gonzalez, County Clerk, Ex-Officio
Clerk of the Commissioners' Court

By Gloria De La Garza

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

The Land on which the Qualified Property that is subject to this Agreement shall be located and on which the Qualified Investment that is subject to this Agreement shall be made is described by the map attached to **Exhibit 1**, which is within the boundaries of the District.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Applicant's Qualified Investment that is subject to this Agreement shall be all tangible personal property first placed in service after August 24, 2018, owned by the Applicant, as more fully described in Tab 7 of the Application and **EXHIBIT 4** below, and located within the project area located within Rio Grande City Consolidated ISD and the reinvestment zone depicted on the map attached to **EXHIBIT 1**.

Mesteno Windpower, LLC plans to construct an approximately 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, meteorological equipment, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.

EXHIBIT 4

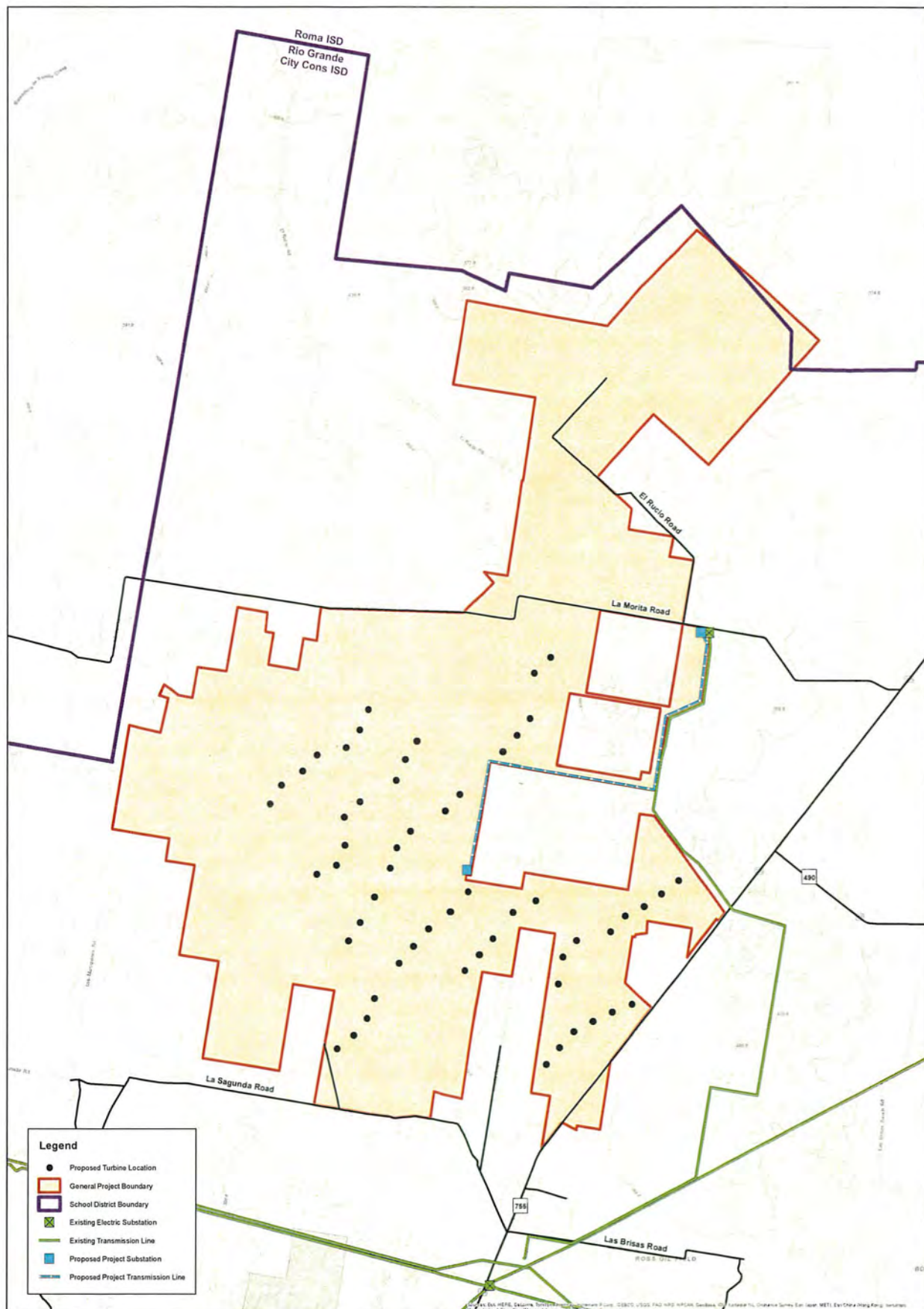
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within the project area located within Rio Grande City Consolidated ISD and the reinvestment zone depicted on the map attached to this **EXHIBIT 4** necessary for the commercial operations of a total of 201.6 MW wind farm in Starr County.

This application covers all qualified property within Rio Grande City CISD necessary for the commercial operations for the proposed wind farm described in Checklist #4. Two hundred one and six-tenths (201.6 MW) will be located in Rio Grande City CISD. Turbine placement is subject to change.

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

Qualified Investment and qualified property includes, but is not limited to, wind turbines, towers, foundations, new and improved roads, buildings and offices, electrical transmission cables and towers, transformers, electrical substations, and any other equipment necessary to safely operate, maintain, and transmit power to the ERCOT electrical grid.



1221 South McPac Expressway, Suite 225
Austin, Texas 78746 | 512-222-1125
www.energyrenewalpartners.com



Duke Energy Renewables Mesteño Windpower Project Project Infrastructure

Project Location: Starr County, Texas



0 0.5 1 Miles

MAP 2

Prepared by: B. Richards

Date: 7/20/2018

EXHIBIT 5
AGREEMENT SCHEDULE

	Year	Date of Appraisal	School Year	Tax Year	Summary Description
Qualifying Time Period	Partial Year Beginning on the Application Approval Date (12/19/18)	January 1, 2018	2018-2019	2018	Start of Qualifying Time Period beginning with the Application Approval Date (12/19/18). No limitation on appraised value.
	1	January 1, 2019	2019-2020	2019	Qualifying Time Period. No limitation on appraised value.
	2	January 1, 2020	2020-2021	2020	Qualifying Time Period. No limitation on appraised value.
Limitation Period (10 Years)	1	January 1, 2020	2020-2021	2020	\$30 million appraised value limitation.
	2	January 1, 2021	2021-2022	2021	\$30 million appraised value limitation.
	3	January 1, 2022	2022-2023	2022	\$30 million appraised value limitation.
	4	January 1, 2023	2023-2024	2023	\$30 million appraised value limitation.
	5	January 1, 2024	2024-2025	2024	\$30 million appraised value limitation.
	6	January 1, 2025	2025-2026	2025	\$30 million appraised value limitation.
	7	January 1, 2026	2026-2027	2026	\$30 million appraised value limitation.
	8	January 1, 2027	2027-2028	2027	\$30 million appraised value limitation.
	9	January 1, 2028	2028-2029	2028	\$30 million appraised value limitation.
	10	January 1, 2029	2029-2030	2029	\$30 million appraised value limitation.
Maintain Viable Presence (5 Years)	11	January 1, 2030	2030-2031	2030	No limitation on appraised value. Applicant obligated to Maintain Viable Presence.
	12	January 1, 2031	2031-2032	2031	No limitation on appraised value. Applicant obligated to Maintain Viable Presence.
	13	January 1, 2032	2032-2033	2032	No limitation on appraised value. Applicant obligated to Maintain Viable Presence.
	14	January 1, 2033	2033-2034	2033	No limitation on appraised value. Applicant obligated to Maintain Viable Presence.
	15	January 1, 2034	2034-2035	2034	No limitation on appraised value. Applicant obligated to Maintain Viable Presence.

Agreement for Limitation on Appraised Value
Between Rio Grande City Consolidated ISD and Mesteno
Windpower, LLC
December 19, 2018

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

Attachment H

Consultant Verification Letter



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

November 13, 2018

President and Members
Board of Trustees
Rio Grande City Consolidated Independent School District
1 South Fort Ringgold
Fort Ringgold
Rio Grande City, Texas 78582

Re: Recommendations and Findings of the firm Concerning Application of Mesteno Windpower, LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey". The signature is written in a cursive, flowing style.

Daniel T. Casey

www.moakcasey.com

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS & COUNSELORS AT LAW

808 WEST AVE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

KEVIN O'HANLON

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

JUSTIN DEMERATH

BENJAMIN CASTILLO

November 13, 2018

President and Members

Board of Trustees

Rio Grande City Consolidated Independent School District

1 South Fort Ringgold

Fort Ringgold

Rio Grande City, Texas 78582

Re: Recommendations and Findings of the Firm Concerning Application of Mesteno Windpower, LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Rio Grande City Consolidated Independent School District, with respect to the pending Application of Mesteno Windpower, LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Mesteno Windpower, LLC. Based upon our review we have drawn the following conclusions:

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

5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

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

Sincerely,

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

Kevin O'Hanlon
For the Firm

Attachment I

Agreement Review Letter



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

November 9, 2018

Alfredo Garcia
Superintendent
Rio Grande City Consolidated Independent School District
1 South Fort Ringgold
Rio Grande City, Texas 78582

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Rio Grande City Consolidated Independent School District and Mesteno Windpower, LLC, Application 1271

Dear Superintendent Garcia:

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 Rio Grande City Consolidated Independent School District and Mesteno Windpower, 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 Tabita Collazo with our office. She can be reached by email at tabita.collazo@cpa.texas.gov or by phone at 1-800-531-5441, ext. 5-5626, or at 512-475-5626.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Chris Grammer, Moak Casey & Associates LLP
Brian Stallman, Duke Energy Renewables
Evan Horn, Ernst & Young LLP
Adam H Glatz, Ernst & Young LLP

Attachment J

Conflict Of Interest Disclosure

Conflicts of Interest Disclosure Procedure

In its recent audits of Chapter 313 Agreements, The Texas State Auditor's Office has required documentation of inquiries concerning Board Member conflicts of interest at critical junctions in the Chapter 313 approval process. A local public official or a person related to a local public official in the first degree by either affinity or consanguinity has a substantial interest in a business entity or in real property, the local public official, before a vote or decision on any matter involving the business entity or the real property, is required to file an affidavit with an official Board record keeper stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
3. A person has a substantial interest in a business entity if:
The person owns at least:
 - a. Ten percent of the voting stock or shares of the business entity, or
 - b. Either ten percent or \$15,000 of the fair market value of the business entity; or
 - c. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.
4. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The Board may contract with a business entity in which a Trustee has a substantial interest if the Trustee follows the disclosure and abstention procedure set out above.

Does any Board Member have a conflict of interest as defined above?

If so, has the required Affidavit, set forth at District Policy BBFA (Exhibit) been filed?

Please have the answers to the foregoing 2 questions and a copy of this Procedure included in the minutes of this meeting.