

FINDINGS
OF THE
RIESEL INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION FOR APPRAISED VALUE LIMITATION
SUBMITTED BY
HECATE ENERGY ROSELAND SOLAR, LLC
(TEXAS TAXPAYER ID: # 32070337533)
(APPLICATION #1426)

MAY 18, 2020

FINDINGS UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT

PREAMBLE

WHEREAS, On the 18th day of May 2020, a public meeting of the Board of Trustees (“Board”) of the Pearsall 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 took up and considered the Application (as amended, the “Application”) of Morrow Lake Solar, LLC (“Applicant”) for a limitation on appraised value on qualified property, pursuant to Chapter 313 of the Texas Tax Code. The Board heard presentations from the District’s administrative staff to advise the Board in this matter.

WHEREAS, the Board considered the presentations made at the meeting, the Comptroller's recommendation and the economic impact evaluation and makes the following findings with respect to the Application in accordance with the Texas Economic Development Act, Texas Tax Code Chapter 313, and the Administrative regulations promulgated by the Texas Comptroller of Public Accounts published at 34 Texas Administrative Code Part 1, Chapter 9, Subchapter F:

WHEREAS, the Board acknowledges the following facts:

1. On September 16, 2019, the Riesel Independent School District (“District”) received an application for appraised value limitation on qualified property (“Application”) on the form prescribed by the Comptroller from Applicant pursuant to Chapter 313 of the Texas Tax Code - **Exhibit A**;
2. On September 16, 2019, the Board acknowledged receipt of the Application and application fee and acted to consider the Application pursuant to Texas Tax Code Section 313.025(a)(1) – **Exhibit B**;
3. On September 17, 2019, the District submitted the Application to the Texas Comptroller of Public Accounts (“Comptroller”) for review pursuant to Texas Tax Code Section 313.025(b) – **Exhibit C**;
4. In response to a request from the Comptroller, the Applicant and District submitted one amendment on October 10, 2019 pursuant to Texas Tax Code Section 313.025 – **Exhibit D**;

5. On October 29, 2019, the Comptroller issued a “completeness” letter acknowledging that the Applicant had submitted a complete application for a limitation on appraised value under the provisions of Tax Code Chapter 313 – **Exhibit E**;
6. On February 12, 2020, the District received an independent financial impact report from its financial advisor showing the estimated economic impact of the proposed tax value limitation – **Exhibit F**;
7. On January 21, 2020, the Comptroller issued a Certification for Limitation on Appraised Value letter including an economic impact evaluation pursuant to Texas Tax Code Section 313.025(b) – **Exhibit G**;
8. The District and Applicant negotiated the specific language of the Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes (“Agreement”), including appropriate supplemental pay of the maximum amount permitted by law per year to be paid between 2021 and 2035 and totaling over \$950,000 Dollars over the life the Agreement and revenue protections pursuant to Chapter 313 of the Texas Tax Code—**Exhibit H**;
9. The Agreement was reviewed and revised by the parties as requested by the Comptroller and subsequently approved via correspondence from the Comptroller dated May 11, 2020 – **Exhibit I**;
10. The Applicant is a corporation in good standing with the State of Texas as noted in its Franchise Tax Account Status – **Exhibit J**.

FINDINGS

WHEREAS, after hearing from interested parties and considering the criteria listed in Section 313.025, Texas Tax Code, and 34, Texas Administrative Code §9.1054, the Board makes the following findings:

1. As required by law, the Application and Agreement have been approved by the Comptroller of Public Accounts for acceptance by the parties, at their discretion;
2. There is a strong and positive relationship between the Applicant’s industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plans of the State;
3. Applicant has represented in the Application that it could locate or relocate the Project to another state or another region of this state;

4. The Project will result in revenue gains by the District and that the economic effects on the local and regional tax base are that the tax base will increase as a result of the Project and additional employment;
5. The parties do not anticipate that the Project will have an impact on enrollment from families relocating to the District during the construction phase, but that any impact during the operation phase can be absorbed by current facilities;
6. The projected market value of the qualified property of the Applicant as determined by the Comptroller is One Hundred and Sixteen Million, Eight Hundred and Fifty-Two Thousand, Four Hundred Dollars (\$116,852,400);
7. The proposed limitation on appraised value for the qualified property of the Applicant is Thirty Million Dollars (\$30,000,000);
8. The total projected dollar amount of District maintenance and operation taxes that would be imposed on the qualified property, for all years covered by the Agreement, if the property does not receive a limitation on appraised value is Eight Million, Nine Hundred and Fifty-Nine Thousand, Eight Hundred and Seventy-One Dollars (\$8,959,871.00) as shown on **Exhibit G**, Attachment A, Table 3;
9. The projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the Agreement, if the property receives a limitation on appraised value is Four Million, Five Hundred Ten Thousand, Five Hundred Dollars (\$4,510,500) as shown on **Exhibit G**, Attachment A, Table 4;
10. The total amount of taxes projected to be lost or gained by the District over the life of the Agreement computed by subtracting the projected taxes if the property receives a tax limitation from the projected taxes if the property does not receive a tax limitation is Four Million, Four Hundred Forty-Nine Thousand, Three Hundred and Seventy-One Dollars (\$4,449,371.00) as shown on **Exhibit G**, Attachment A, Table 4;
11. The Applicant is eligible for the limitation on the appraised value of the Applicant's qualified property;
12. Applicant's qualified property is eligible for a limitation on appraised value under Texas Tax Code § 313.024 as a renewable energy electric generation project;
13. The Project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period;

14. The limitation of appraised value is a determining factor in the Applicant's decision to invest capital and construct the Project in this state;
15. The job creation requirement of ten (10) new jobs exceeds the industry standard for the number of employees reasonably necessary for the operation of the Project described in the Application. Pursuant to Texas tax Code Section 313.025(f-1), the Board waives the new job creation requirement in Tax Code Section 313.051(b).and Applicant will create two (2) new qualifying jobs, and Applicant has confirmed that such jobs will meet all of the requirements of Texas Tax Code § 313.021(3);
16. The Project will be located within an area designated as a reinvestment zone by Falls County on October 14, 2019 pursuant to Texas Tax Code Chapter 312;
17. Upon information and belief, the information in the Application submitted by Applicant is true and correct;
18. The proposed Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes ("Agreement"), meets all of the requirements set out in Texas Tax Code § 313.027, including adequate and appropriate revenue protection provisions for the District;
19. The proposed Agreement is in the form adopted by the Comptroller as of January 2020, and the Comptroller has verified that the agreement complies with the provisions of Chapter 313 of the Texas Tax Code and 34 Texas Administrative Code Chapter 9, Subchapter F including adequate and appropriate revenue protection provisions for the District and such Agreement is attached hereto as Exhibit H;
20. Considering the purpose and effect of the law and the terms of the Agreement, granting the Application and entering the Agreement are in the best interest of the District and the State;
21. The Applicant, Hecate Energy Roseland Solar, LLC (Tex. Taxpayer ID # 32070337533) is an entity subject to Chapter 171, Texas Tax Code and is certified to be in good standing with the Texas Comptroller of Public Accounts. A copy of the Comptroller's Franchise Tax Account Status is attached as **Exhibit I**;
22. There are no conflicts of interest on the Board of Trustees at the time of its consideration of the Agreement; and

the Texas Comptroller of Public Accounts. A copy of the Comptroller's Franchise Tax Account Status is attached as **Exhibit I**;

22. There are no conflicts of interest on the Board of Trustees at the time of its consideration of the Agreement; and
23. The posting of notice and conduct of the meeting at which these Findings under the Texas Economic Development Act complies with the Texas Open Meeting Act, Section 552.001 *et seq.*

IT IS THEREFORE DETERMINED THAT:

1. The Findings and the recitals in the Preamble are adopted and approved by the Board of Trustees;
2. The Application of Hecate Energy Roseland Solar LLC (No. 1420) for a limitation on the appraised value for school district maintenance and operations ad valorem tax purposes of qualified property is approved;
3. The Board President and Secretary are authorized and designated to sign the Agreement for a limitation on the appraised value for school district maintenance and operations ad valorem taxes on behalf of the District and take any other action necessary to implement the Board's decision; and
4. These Findings and Exhibits shall 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 18th day of May, 2020.

Tommy McClellan
By: Jay McDaniel, Board President
Riesel Independent School District

Ben Saage
By: Ben Saage, Board Secretary
Riesel Independent School District

EXHIBIT A

Original Application Form for Appraised Value Limitation on Qualified Property

TAB 1

Pages 1 through 9 of application

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

September 16, 2019

Date Application Received by District

Brandon

First Name

Cope

Last Name

Superintendent

Title

Reisel Independent School District

School District Name

600 E. Frederick

Street Address

600 E. Frederick

Mailing Address

Riesel

City

254-896-5000

Phone Number

254-715-6019

Mobile Number (optional)

TX

State

76682

ZIP

Fax Number

bcope@rieselisd.org

Email Address

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)*

Morgan	Beam
First Name	Last Name
Associate	
Title	
Walsh Gallegos Trevino Russo & Kyle P.C.	
Firm Name	
713-789-6864	713-789-9318
Phone Number	Fax Number
	mbeam@wabsa.com
Mobile Number <i>(optional)</i>	Email Address

4. On what date did the district determine this application complete?
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)*

Andrew	Boggs	
First Name	Last Name	
Director, Development	Hecate Energy LLC	
Title	Organization	
621 West Randolph Street		
Street Address		
621 West Randolph Street		
Mailing Address		
Chicago	Illinois	60661
City	State	ZIP
612-636-7953	312-284-4514	
Phone Number	Fax Number	
	ABoggs@hecateenergy.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)

Sam	Gregson
First Name	Last Name
Senior Consultant	
Title	
Cummings Westlake LLC	
Firm Name	
713-266-4456	713-266-2333
Phone Number	Fax Number
sgregson@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No
- The total fee shall be paid at 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? Hecate Energy Roseland Solar LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32070337533
3. List the NAICS code 221114
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☐ Yes ☒ No
- 4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☐ Yes ☒ No
- 2a. If yes, attach in **Tab 3** a copy of 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 (*complete Section 13*)
- ☐ Expansion of existing operation on the land (*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.

SECTION 9: Projected Timeline

1. Application approval by school board March 2020
2. Commencement of construction February 1, 2021
3. Beginning of qualifying time period January 1, 2021
4. First year of limitation January 1, 2023
5. Begin hiring new employees March 2022
6. Commencement of commercial operations May 31, 2022
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? May 31, 2022

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Falls County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Falls CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Falls County; 100%; \$0.475 City:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Hospital District: Water District:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Other (describe): See Tab 6 Other (describe):
(Name, tax rate and percent of project) (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? November 30, 2019

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 2019
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 0
Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? 2
5. What is the number of new non-qualifying jobs you are estimating you will create? 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ☒ Yes ☐ No
- 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
- a. Average weekly wage for all jobs (all industries) in the county is 722.25
- b. 110% of the average weekly wage for manufacturing jobs in the county is 930.60
- c. 110% of the average weekly wage for manufacturing jobs in the region is 999.41
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? 48,391.20
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 48,500.00
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**.

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** ➡

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

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** ➡

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

**sign
here** ➡

Signature (Authorized Company Representative (Applicant))

Date

GIVEN under my hand and seal of office this, the

_____ day of _____, _____

Notary Public in and for the State of Texas

(Notary Seal)

My Commission expires: _____

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

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	Maps that clearly show: a) Project vicinity b) Qualified investment including location of 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>



TAB 2

Proof of Payment of Application Fee

Please find on the attached page, copy of the check for the \$75,000 application fee to Riesel Independent School District.

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

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



TAB 3

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

Note – The attached is the most recent report filed and Hecate Energy Roseland Solar LLC had not been formed during the reporting time period of the 2018 report. Hecate Energy Roseland Solar LLC will be reported on the 2019 Report for Hecate Energy, Inc.



Franchise Tax Account Status

As of : 05/30/2019 11:43:31

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

HECATE ENERGY ROSELAND SOLAR LLC	
Texas Taxpayer Number	32070337533
Mailing Address	211 E 7TH ST STE 620 AUSTIN, TX 78701-3218
? Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	04/08/2019
Texas SOS File Number	0803285897
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

TAB 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Hecate Energy Roseland Solar LLC is requesting an Appraised Value Limitation from Riesel Independent School District for the Hecate Energy Roseland Solar LLC Project (the “Project”), a proposed solar powered electric generating facility in Falls County. The proposed Riesel ISD Project (this Application) would be constructed within a Reinvestment Zone that will be created by Falls County prior to execution of the Value Limitation Agreement. A map showing the location of the project is included in Tab 11. The project is also known by the name Roseland Solar. The Project IGNR Number is 20INR0205 and was assigned on October 25, 2018.

The proposed Project is anticipated to have a total capacity of 500 MW 40% of which will be located in Riesel ISD. Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will depend upon the panels and inverters selected, manufacturers availability and prices, ongoing engineering design optimization and the final megawatt generating capacity of the Project when completed. Current plans are to install approximately 668,973 PV panels and associated inverters within Riesel ISD. The Applicant requests a Value Limitation for all materials and equipment installed for the Project, including but not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

Construction of the Project is anticipated to begin in February 2021 with completion by May 2022.

TAB 5

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

Founded six years ago, Hecate Energy has developed or built 363MW of operating solar projects totaling over \$600 million in asset value, 58 MWh of battery storage and has entered over 1 GW of renewable Power Purchase Agreements, including 180 MWh of battery storage projects. The company is in offtake negotiations for over 1,000 MW of new solar projects with a pipeline of approximately 6 GW of projects under development.

Hecate Energy has developed operating power projects in California, Florida, Texas, Rhode Island, Maryland, Massachusetts, Virginia and Georgia, with energy storage projects in Ontario. Sites in Washington, Louisiana, Rhode Island, South Carolina New York, Ohio, Texas, Georgia, Tennessee, California and Ontario Canada are currently being evaluated for Hecate Energy's current pipeline of potential projects.

Hecate Energy is a national solar developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable solar characteristics. The Applicant is actively assessing and developing other projects that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a solar project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates. Markets such as California that have statewide available subsidies for renewable energy projects, and which have higher average contracted power rates, offer an attractive incentive for developers to build projects in those markets over Texas.

The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at today's contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher.

TAB 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)

District	Percentage	Tax Rate
1) Falls County	100%	\$0.94800
2) Falls County Emer. Serv. Dist. #1	90%	\$0.03000
3) Mart ISD	60%	\$1.40187
4) Riesel ISD	40%	\$1.42390

TAB 7

Description of Qualified Investment

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property within Riesel ISD necessary for the commercial operations of the proposed solar project described in Tab 4. The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County. Of those panels, 668,973 would be located in Mart ISD.

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

Qualified Investment and Qualified Property includes, but is not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, maintenance and operations building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 8

Description of Qualified Property

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property within Riesel ISD necessary for the commercial operations of the proposed solar project described in Tab 4. The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County. Of those panels, 668,973 would be located in Mart ISD.

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

Qualified Investment and Qualified Property includes, but is not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, maintenance and operations building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 9

Description of Land

Not applicable. The land on which the new buildings and new improvements will be built, is not being claimed as part of the qualified property described by §313.021(2)(A).



TAB 10

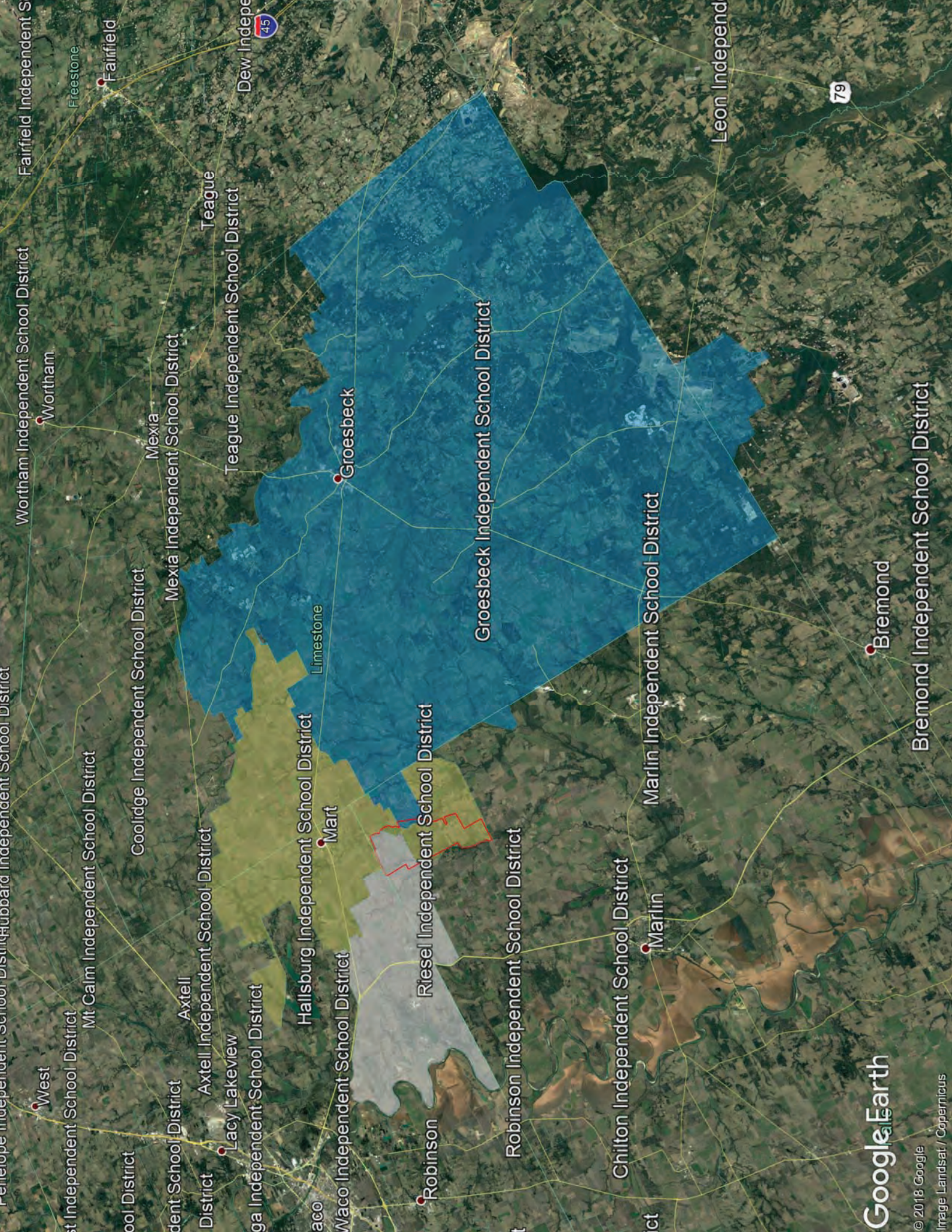
Description of all property not eligible to become qualified property (if applicable)

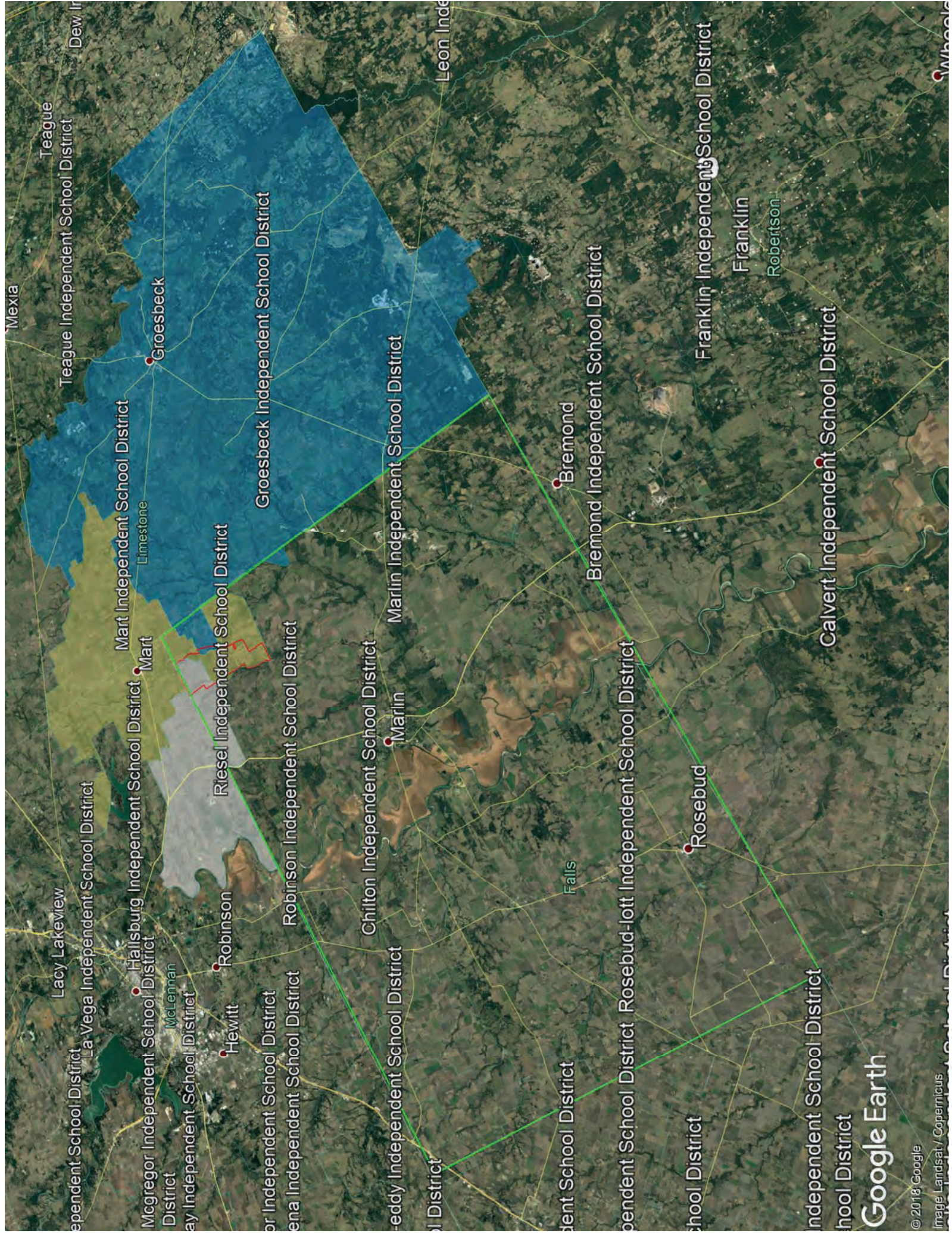
None

TAB 11

Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building 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





KEY MAP



MART & RIESEL ISD MAP



NOTES

1. THIS CONCEPTUAL LAYOUT IS BASED SOLELY ON AERIAL PHOTOGRAPHS AND PROVIDED PLANS.
2. NO VERIFICATION OF SOIL CAPACITY WAS CONDUCTED. A FULL GEOTECHNICAL ANALYSIS IS SUGGESTED.

PV SYSTEM SPECIFICATIONS:

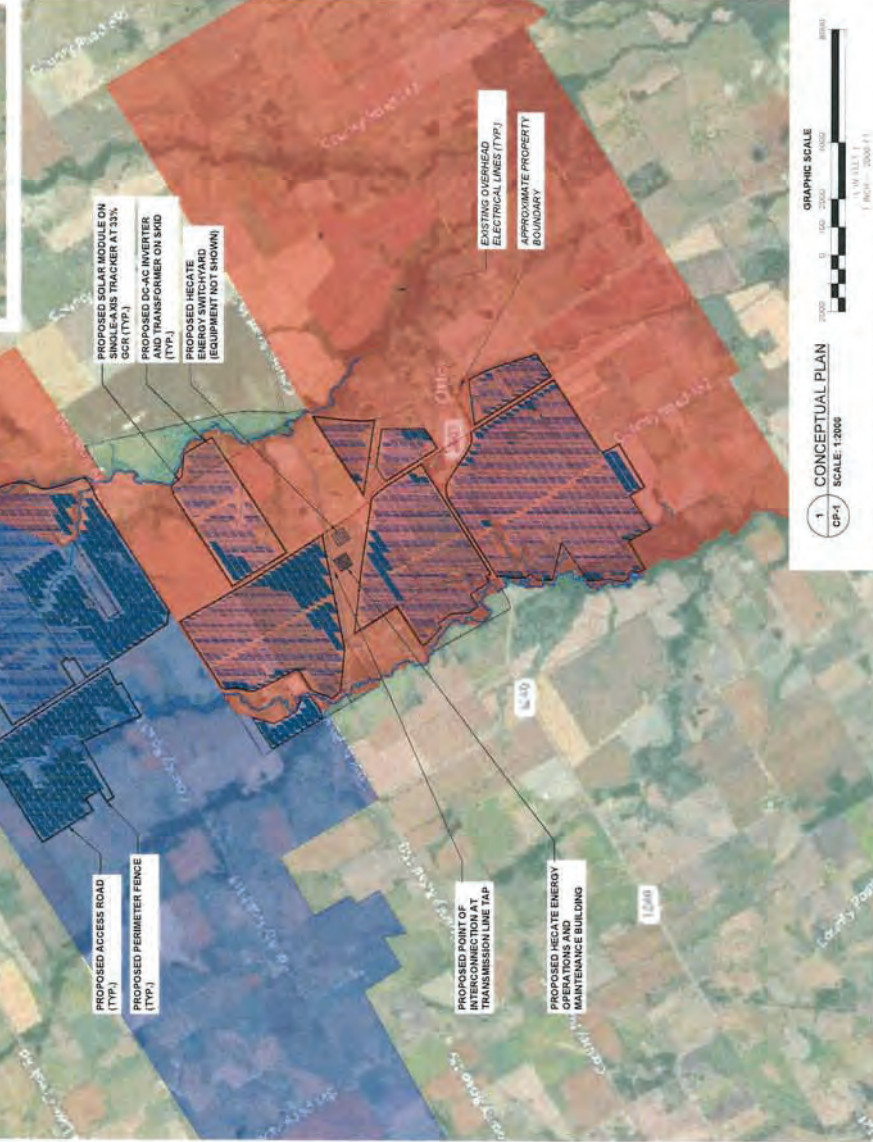
1. PV MODULES: 360W PER KW
2. DC-DC INVERTERS: 125KW INVERTERS (OR LARGER) (25 PER SHD)
3. MEDIUM AND HIGH-VOLTAGE ELECTRIC CABLING: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
4. MOUNTING STRUCTURES: ATT OR NEXTTRACKER SINGLE-AXIS TRACKER
5. PROJECT SUBSTATION: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
6. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
7. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
8. METEOROLOGICAL EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
9. ASSOCIATED EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE

LEGEND



APPROXIMATE PV SYSTEM SIZING

ARRAY AREA	MODULE SIZE	MODULE COUNT	ARRAY SIZE (KW DC)	INVERTER COUNT
MART ISD	380	1018400	386992.00	125
RIESEL ISD	380	608000	231040.00	75
		1626400	618032.00	200



THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, WITHOUT THE WRITTEN AGREEMENT OF WHITMAN IS PROHIBITED. COPYRIGHT 2024 WHITMAN. DO NOT SCALE THIS DRAWING.



SEAL

DRAWING NOTES:
1. IF THE DRAWING DOES NOT CONTAIN THE ENGINEER'S SEAL, IT IS NOT A VALID DOCUMENT AND SHOULD NOT BE USED FOR THE PROJECT.
2. THIS DRAWING HAS BEEN PREPARED AS A CONCEPTUAL DESIGN. IT IS NOT A FINAL DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.



NO.	DATE	REVISION DESCRIPTION
1	01/15/2024	ISSUED FOR PERMITTING
2	01/15/2024	ISSUED FOR PERMITTING
3	01/15/2024	ISSUED FOR PERMITTING
4	01/15/2024	ISSUED FOR PERMITTING
5	01/15/2024	ISSUED FOR PERMITTING
6	01/15/2024	ISSUED FOR PERMITTING
7	01/15/2024	ISSUED FOR PERMITTING
8	01/15/2024	ISSUED FOR PERMITTING
9	01/15/2024	ISSUED FOR PERMITTING
10	01/15/2024	ISSUED FOR PERMITTING

PROJECT: 500 MW (AC) GROUND MOUNTED PHOTOVOLTAIC SYSTEM
LOCATION: ROSELAND SOLAR COUNTY ROAD 165 RIESEL, TX FALLS COUNTY

SCALE	AS SHOWN	PROJECT NO.	DATE
1" = 100'			
1" = 200'			
1" = 400'			
1" = 800'			
1" = 1600'			
1" = 3200'			
1" = 6400'			
1" = 12800'			
1" = 25600'			
1" = 51200'			
1" = 102400'			
1" = 204800'			
1" = 409600'			
1" = 819200'			
1" = 1638400'			
1" = 3276800'			
1" = 6553600'			
1" = 13107200'			
1" = 26214400'			
1" = 52428800'			
1" = 104857600'			
1" = 209715200'			
1" = 419430400'			
1" = 838860800'			
1" = 1677721600'			
1" = 3355443200'			
1" = 6710886400'			
1" = 13421772800'			
1" = 26843545600'			
1" = 53687091200'			
1" = 107374182400'			
1" = 214748364800'			
1" = 429496729600'			
1" = 858993459200'			
1" = 1717986918400'			
1" = 3435973836800'			
1" = 6871947673600'			
1" = 13743895347200'			
1" = 27487790694400'			
1" = 54975581388800'			
1" = 109951162777600'			
1" = 219902325555200'			
1" = 439804651110400'			
1" = 879609302220800'			
1" = 1759218604441600'			
1" = 3518437208883200'			
1" = 7036874417766400'			
1" = 14073748835532800'			
1" = 28147497671065600'			
1" = 56294995342131200'			
1" = 112589990684262400'			
1" = 225179981368524800'			
1" = 450359962737049600'			
1" = 900719925474099200'			
1" = 1801439850948198400'			
1" = 3602879701896396800'			
1" = 7205759403792793600'			
1" = 14411518807585587200'			
1" = 28823037615171174400'			
1" = 57646075230342348800'			
1" = 115292150460684697600'			
1" = 230584300921369395200'			
1" = 461168601842738790400'			
1" = 922337203685477580800'			
1" = 1844674407370955161600'			
1" = 3689348814741910323200'			
1" = 7378697629483820646400'			
1" = 14757395258967641292800'			
1" = 29514790517935282585600'			
1" = 59029581035870565171200'			
1" = 118059162071741130342400'			
1" = 236118324143482260684800'			
1" = 472236648286964521369600'			
1" = 944473296573929042739200'			
1" = 1888946593147858085478400'			
1" = 3777893186295716170956800'			
1" = 7555786372591432341913600'			
1" = 15111572745182864683827200'			
1" = 30223145490365729367654400'			
1" = 60446290980731458735308800'			
1" = 120892581961462917470617600'			
1" = 241785163922925834941235200'			
1" = 483570327845851669882470400'			
1" = 967140655691703339764940800'			
1" = 1934281311383406679529881600'			
1" = 3868562622766813359059763200'			
1" = 7737125245533626718119526400'			
1" = 15474250491067253436239052800'			
1" = 30948500982134506872478105600'			
1" = 61897001964269013744956211200'			
1" = 123794003928538027489912422400'			
1" = 247588007857076054979824844800'			
1" = 495176015714152109959649689600'			
1" = 990352031428304219919299379200'			
1" = 1980704062856608439838598758400'			
1" = 3961408125713216879677197516800'			
1" = 7922816251426433759354395033600'			
1" = 15845632502852867518708790067200'			
1" = 31691265005705735037417580134400'			
1" = 63382530011411470074835160268800'			
1" = 126765060022822940149670320537600'			
1" = 253530120045645880299340641075200'			
1" = 507060240091291760598681282150400'			
1" = 1014120480182583521197362564300800'			
1" = 2028240960365167042394725128601600'			
1" = 4056481920730334084789450257203200'			
1" = 8112963841460668169578900514406400'			
1" = 16225927682921336339157801028812800'			
1" = 32451855365842672678315602057625600'			
1" = 64903710731685345356631204115251200'			
1" = 129807421463370690713262408230502400'			
1" = 259614842926741381426524816461004800'			
1" = 519229685853482762853049632922009600'			
1" = 1038459371706965525706099265844019200'			
1" = 2076918743413931051412198531688038400'			
1" = 4153837486827862102824397063376076800'			
1" = 8307674973655724205648794126752153600'			
1" = 16615349947311448411297588253504307200'			
1" = 33230699894622896822595176507008614400'			
1" = 66461399789245793645190353014017228800'			
1" = 132922799578491587290380706028034457600'			
1" = 265845599156983174580761412056068915200'			
1" = 531691198313966349161522824112137830400'			
1" = 1063382396627932698323045648224275660800'			
1" = 2126764793255865396646091296448551321600'			
1" = 4253529586511730793292182592897102643200'			
1" = 8507059173023461586584365185794205286400'			
1" = 17014118346046923173168730371588410572800'			
1" = 34028236692093846346337460743176821145600'			
1" = 68056473384187692692674921486353642291200'			
1" = 136112946768375385385349842972707284582400'			
1" = 272225893536750770770699685945414569164800'			
1" = 544451787073501541541399371890829138329600'			
1" = 1088903574147003083082798743781658276659200'			
1" = 2177807148294006166165597487563316553318400'			
1" = 4355614296588012332331194975126633106636800'			
1" = 8711228593176024664662389950253266213273600'			
1" = 17422457186352049329324779900506532426547200'			
1" = 34844914372704098658649559801013064853094400'			
1" = 69689828745408197317299119602026129706188800'			
1" = 139379657490816394634598239204052259412377600'			
1" = 278759314981632789269196478408104518824755200'			
1" = 557518629963265578538392956816209037649510400'			
1" = 1115037259926531157076785913632418075299020800'			
1" = 2230074519853062314153571827264836150598041600'			
1" = 4460149039706124628307143654529672301196083200'			
1" = 8920298079412249256614287309059344602392166400'			
1" = 17840596158824498513228574618118689204784332800'			
1" = 35681192317648997026457149236237378409568665600'			
1" = 71362384635297994052914298472474756819137331200'			
1" = 142724769270595988105828596944949513638274662400'			
1" = 285449538541191976211657193889899027276549324800'			
1" = 570899077082383952423314387779798054553098649600'			
1" = 1141798154164767904846628775559596109106197299200'			
1" = 2283596308329535809693257551119192218212394598400'			
1" = 4567192616659071619386515102238384436424789196800'			
1" = 9134385233318143238773030204476768872849578393600'			
1" = 18268770466636286477546060408953537745699156787200'			
1" = 36537540933272572955092120817907075491398313574400'			
1" = 73075081866545145910184241635814150982796627148800'			
1" = 146150163733090291820368483271628301965593254297600'			
1" = 292300327466180583640736966543256603931186508595200'			
1" = 584600654932361167281473933086513207862373017190400'			
1" = 1169201309864722334562947866173026415724746034380800'			
1" = 2338402619729444669125895732346052831449492068761600'			
1" = 4676805239458889338251791464692105662898984137523200'			
1" = 9353610478917778676503582929384211325797968275046400'			
1" = 18707220957835557353007165858768422651595936550092800'			
1" = 37414441915671114706014331717536845303191873100185600'			
1" = 74828883831342229412028663435073690606383746200371200'			
1" = 149657767662684458824057326870147381212767492400742400'			
1" = 299315535325368917648114653740294762425534984801484800'			
1" = 598631070650737835296229307480589524851069969602969600'			
1" = 1197262141301475670592458614961179049702139939205939200'			
1" = 2394524282602951341184917229922358099404279878411878400'			
1" = 4789048565205902682369834459844716198808559756823756800'			
1" = 9578097130411805364739668919689432397617119513647513600'			
1" = 19156194260823610729479337839378864795234239027295027200'			
1" = 38312388521647221458958675678757729590468478054590054400'			
1" = 76624777043294442917917351357515459180936956109180108800'			
1" = 153249554086588885835834702715030918361873912218360217600'			
1" = 306499108173177771671669405430061836723747824436720435200'			
1" = 612998216346355543343338810860123673447495648873440870400'			
1" = 1225996432692711086686677621720247346894991297746881740800'			
1" = 2451992865385422173373355243440494693789982595493763481600'			
1" = 4903985730770844346746710486880989387579965190987526963200'			
1" = 9807971461541688693493420973761978775159930381975053926400'			
1" = 19615942923083377386986841947523957550319860763950107852800'			
1" = 39231885846166754773973683895047915100639721527900215705600'			
1" = 78463771692333509547947367790095830201279443055800431411200'			
1" = 156927543384667019095894735580191660402558886111600862822400'			
1" = 313855086769334038191789471160383320805117772223201725644800'			
1" = 627710173538668076383578942320766641610235544446403451289600'			
1" = 1255420347077336152767157884641533283220471088892806902579200'			
1" = 2510840694154672305534315769283066566440942177785613805158400'			
1" = 5021681388309344611068631538566133132881884355571227610316800'			
1" = 10043362776618689222137263077132266265763768711142455220633600'			
1" = 20086725553237378444274526154264532531527537422284910441267200'			
1" = 40173451106474756888549052308529065063055074844569820882534400'			
1" = 80346902212949513777098104617058130126110149689139641765068800'			
1" = 160693804425899027554196209234116260252220299378279283530137600'			
1" = 321387608851798055108392418468232520504440598756558567060275200'			
1" = 642775217703596110216784836936465041008881197513117134120550400'			
1" = 1285550435407192220433569673872930082017762395026234268241100800'			
1" = 2571100870814384440867139347745860164035524790052468536482201600'			
1" = 5142201741628768881734278695491720328071049580104937072964403200'			
1" = 10284403483257537763468557390983440656142099160209874145928806400'			
1" = 20568806966515075526937114781966881312284198320419748291857612800'			
1" = 41137613933030151053874229563933762624568396640839496583715225600'			
1" = 822752278660603021077484591278675252491367932816789			

TAB 12

Request for Waiver of Job Creation Requirement and supporting information (if applicable)

See Attached



CUMMINGS WESTLAKE

PROPERTY TAX ADVISORS

August 15, 2019

Mr. Brandon Cope
Superintendent
Riesel Independent School District
600 E. Frederick
Riesel, TX 76682

Re: Chapter 313 Jobs Waiver Request

Dear Superintendent Cope,

Hecate Energy Roseland Solar LLC requests that the Riesel Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the Tax Code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Hecate Energy Roseland Solar LLC requests that the Board of Trustees make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Roseland Solar, LLC has committed to create two total jobs for the Riesel ISD portion of the project.

Solar projects create a large number of full and part-time, but temporary jobs during the construction phase of the project but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The industry standard for employment is typically one full-time employee for approximately 100MW of facility generating capacity. This number will vary depending on the operations and maintenance requirements of the solar equipment selected as well as the support and technical assistance offered by the equipment manufacturer. The permanent employees of a solar project maintain, and service photovoltaic panels, underground electrical connections, substations and other infrastructure associated

with the safe and reliable operation of the project. In addition to the onsite employees, there may be managers or technicians who support the project from offsite locations.

Sincerely,



Sam Gregson
Senior Consultant
Cummings Westlake, LLC

TAB 13

Calculation of three possible wage requirements with TWC documentation

- Falls County average weekly wage for all jobs (all industries)
- Falls County average weekly wage for all jobs (manufacturing)
- See attached Council of Governments Regional Wage Calculation and Documentation

**HECATE ENERGY ROSELAND SOLAR LLC
TAB 13 TO CHAPTER 313 APPLICATION**

**FALLS COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
SECOND	2018	\$ 701	\$ 36,452
THIRD	2018	\$ 710	\$ 36,920
FOURTH	2018	\$ 764	\$ 39,728
FIRST	2019	\$ 714	\$ 37,128
AVERAGE		\$ 722.25	\$ 37,557.00

**FALLS COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
SECOND	2018	\$ 839	\$ 43,628
THIRD	2018	\$ 808	\$ 42,016
FOURTH	2018	\$ 930	\$ 48,360
FIRST	2019	\$ 807	\$ 41,964
AVERAGE		\$ 846.00	\$ 43,992.00
X		110%	110%
		\$ 930.60	\$ 48,391.20

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

YEAR	AVG WEEKLY WAGES*	ANNUALIZED
2018	\$ 909	\$ 47,245
X	110%	110%
	\$ 999.41	\$ 51,969.50

* SEE ATTACHED TWC DOCUMENTATION

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2018	02	Falls	Total/All	10	Total, All Industries	0	701
2018	03	Falls	Total/All	10	Total, All Industries	0	710
2018	04	Falls	Total/All	10	Total, All Industries	0	764
2019	01	Falls	Total/All	10	Total, All Industries	0	714

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2018	02	Falls	Private	31-33	Manufacturing	2	839
2018	03	Falls	Private	31-33	Manufacturing	2	808
2018	04	Falls	Private	31-33	Manufacturing	2	930
2019	01	Falls	Private	31-33	Manufacturing	2	807

2018 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations

COG	COG Number	Wages	
		Hourly	Annual
Texas		\$27.04	\$56,240
<u>Alamo Area Council of Governments</u>	18	\$22.80	\$47,428
<u>Ark-Tex Council of Governments</u>	5	\$18.73	\$38,962
<u>Brazos Valley Council of Governments</u>	13	\$18.16	\$37,783
<u>Capital Area Council of Governments</u>	12	\$32.36	\$67,318
<u>Central Texas Council of Governments</u>	23	\$19.60	\$40,771
<u>Coastal Bend Council of Governments</u>	20	\$28.52	\$59,318
<u>Concho Valley Council of Governments</u>	10	\$21.09	\$43,874
<u>Deep East Texas Council of Governments</u>	14	\$18.28	\$38,021
<u>East Texas Council of Governments</u>	6	\$21.45	\$44,616
<u>Golden Crescent Regional Planning Commission</u>	17	\$28.56	\$59,412
<u>Heart of Texas Council of Governments</u>	11	\$22.71	\$47,245
<u>Houston-Galveston Area Council</u>	16	\$29.76	\$61,909
<u>Lower Rio Grande Valley Development Council</u>	21	\$17.21	\$35,804
<u>Middle Rio Grande Development Council</u>	24	\$20.48	\$42,604
<u>NORTEX Regional Planning Commission</u>	3	\$25.14	\$52,284
<u>North Central Texas Council of Governments</u>	4	\$27.93	\$58,094
<u>Panhandle Regional Planning Commission</u>	1	\$24.19	\$50,314
<u>Permian Basin Regional Planning Commission</u>	9	\$25.90	\$53,882
<u>Rio Grande Council of Governments</u>	8	\$18.51	\$38,493
<u>South East Texas Regional Planning Commission</u>	15	\$36.26	\$75,430
<u>South Plains Association of Governments</u>	2	\$20.04	\$41,691
<u>South Texas Development Council</u>	19	\$17.83	\$37,088
<u>Texoma Council of Governments</u>	22	\$21.73	\$45,198
<u>West Central Texas Council of Governments</u>	7	\$21.84	\$45,431

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

Data published: July 2019

Data published annually, next update will be July 31, 2020

Annual wage figure assumes a 40-hour work week.

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

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

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

TAB 14

Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)

See attached Schedules A1, A2, B, C and D

Date9/5/2019

Applicant NameHECATE ENERGY ROSELAND SOLAR LLC

ISD NameRIESEL ISD

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

Form 50-296A

Revised May 2024

PROPERTY INVESTMENT AMOUNTS							
(Estimated investment in each year. Do not put cumulative totals.)							
Column A		Column B		Column C	Column D	Column E	
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 not 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)	
Year	Tax Year (Fill in actual tax year below) YYYY	School Year (YYYY-YYYY)	Not eligible to become Qualified Property				
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)	0	0		0	
Investment made after filing complete application with district, but before final Board approval of application	-		0	0		0	
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period			0	0		0	
Complete tax years of qualifying time period	QTP1	2021-2022	2021	0	0	35,055,600	
	QTP2	2022-2023	2022	0	0	81,796,800	
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]			116,852,400	0	0	116,852,400	
Total Qualified Investment (sum of green cells)			Enter amounts from TOTAL row above in Schedule A2				
			116,852,400				

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 investing property include investment meeting the definition of 313.02(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

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

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

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

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below)	Column A New investment (original cost) in <u>intangible personal property</u> placed in service during this year that will become Qualified Property	Column B New investment made during this year in <u>buildings or permanent nonremovable components of buildings</u> that will become Qualified Property	Column C Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other investment made during this year that will become Qualified Property [SEE NOTE]	Column E Total Investment (A+B+C+D)	
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		116,852,400	0	0	0	116,852,400	
Each year prior to start of value limitation period** <i>(Insert as many rows as necessary)</i>	0	2021-2022	2021	0	0	0	0	0	
	0	2022-2023	2022						
	1	2023-2024	2023	0	0	0	0	0	
	2	2024-2025	2024	0	0	0	0	0	
	3	2025-2026	2025	0	0	0	0	0	
	4	2026-2027	2026	0	0	0	0	0	
	5	2027-2028	2027	0	0	0	0	0	
	6	2028-2029	2028	0	0	0	0	0	
	7	2029-2030	2029	0	0	0	0	0	
	8	2030-2031	2030	0	0	0	0	0	
Value limitation period***	9	2031-2032	2031	0	0	0	0	0	
	10	2032-2033	2032	0	0	0	0	0	
	Total Investment made through limitation			116,852,400	0	0	0	116,852,400	
	11	2033-2034	2033					0	
	12	2034-2035	2034					0	
	13	2035-2036	2035					0	
	14	2036-2037	2036					0	
	15	2037-2038	2037					0	
	16	2038-2039	2038					0	
	17	2039-2040	2039					0	
Continue to maintain viable presence	18	2040-2041	2040					0	
	19	2041-2042	2041					0	
	20	2042-2043	2042					0	
	21	2043-2044	2043					0	
	22	2044-2045	2044					0	
	23	2045-246	2045					0	
	24	2416-2047	2046					0	
	25	2047-2048	2047					0	
	Additional years for 25 year economic impact as required by 313.026(c)(1)								0
									0
								0	
								0	
								0	
								0	
								0	
								0	
								0	
								0	

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

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year)	Qualified Property			Estimated Taxable Value		
				Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021	0	0	0	0	0	0
		2022-2023	2022	0	0	25,000,000	25,000,000	25,000,000	25,000,000
Value Limitation Period	1	2023-2024	2023	0	0	130,340,000	130,340,000	130,340,000	30,000,000
	2	2024-2025	2024	0	0	119,896,000	119,896,000	119,896,000	30,000,000
	3	2025-2026	2025	0	0	108,626,000	108,626,000	108,626,000	30,000,000
	4	2026-2027	2026	0	0	96,446,000	96,446,000	96,446,000	30,000,000
	5	2027-2028	2027	0	0	83,300,000	83,300,000	83,300,000	30,000,000
	6	2028-2029	2028	0	0	69,104,000	69,104,000	69,104,000	30,000,000
	7	2029-2030	2029	0	0	53,774,000	53,774,000	53,774,000	30,000,000
	8	2030-2031	2030	0	0	37,212,000	37,212,000	37,212,000	30,000,000
	9	2031-2032	2031	0	0	28,000,000	28,000,000	28,000,000	30,000,000
	10	2032-2033	2032	0	0	28,000,000	28,000,000	28,000,000	30,000,000
Continue to maintain viable presence	11	2033-2034	2033	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	12	2034-2035	2034	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	13	2035-2036	2035	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	14	2036-2037	2036	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	15	2037-2038	2037	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	16	2038-2039	2038	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	17	2039-2040	2039	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	18	2040-2041	2040	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	19	2041-2042	2041	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	20	2042-2043	2042	0	0	28,000,000	28,000,000	28,000,000	28,000,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	21	2043-2044	2043	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	22	2044-2045	2044	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	23	2045-246	2045	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	24	2416-2047	2046	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	25	2047-2048	2047	0	0	26,600,000	26,600,000	26,600,000	26,600,000

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		
Value Limitation Period <i>The qualifying time period could overlap the value limitation period. Insert as many rows as necessary.</i>	Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021	400 FTE	55,000	0	0	0	
	Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2022-2023	2022	500 FTE	55,000	0	0	0	
		1	2023-2024	2023	N/A	N/A		0	2	48,500
		2	2024-2025	2024	N/A	N/A		0	2	48,500
		3	2025-2026	2025	N/A	N/A		0	2	48,500
		4	2026-2027	2026	N/A	N/A		0	2	48,500
		5	2027-2028	2027	N/A	N/A		0	2	48,500
		6	2028-2029	2028	N/A	N/A		0	2	48,500
		7	2029-2030	2029	N/A	N/A		0	2	48,500
		8	2030-2031	2030	N/A	N/A		0	2	48,500
		9	2031-2032	2031	N/A	N/A		0	2	48,500
10	2032-2033	2032	N/A	N/A		0	2	48,500		
Years Following Value Limitation Period	11 through 25	2033-2047	2033-2047	N/A	N/A		0	2	48,500	

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)

If yes, answer the following two questions:

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

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

Yes	☒	No	☐
Yes	☒	No	☐
Yes	☐	No	☒

Schedule D: Other Incentives (Estimated)

Date 9/5/2019	Applicant Name HECATE ENERGY ROSELAND SOLAR LLC	Form 50-296A
ISD Name RIESEL ISD		<i>Revised May 2014</i>

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Falls County	2023	10 Years	Annual Avg. = \$358,500	See Below	\$ 107,550
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A	N/A	N/A	N/A
Texas Enterprise Fund	N/A	N/A	N/A	N/A	N/A	N/A
Employee Recruitment	N/A	N/A	N/A	N/A	N/A	N/A
Skills Development Fund	N/A	N/A	N/A	N/A	N/A	N/A
Training Facility Space and Equipment	N/A	N/A	N/A	N/A	N/A	N/A
Infrastructure Incentives	N/A	N/A	N/A	N/A	N/A	N/A
Permitting Assistance	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL				358,500		107,550

Additional information on incentives for this project:

County Terms: Roseland Solar, LLC has applied for and anticipates receiving a Tax abatement structured as follows: Year 1 through 10 - 85%

TAB 15

Economic Impact Analysis, other payments made in the state or other economic information (if applicable)

None

TAB 16

Description of Reinvestment Zone or Enterprise Zone, including:

- a) Evidence that the area qualifies as an enterprise zone as defined by the Governor's office
- b) Legal description of reinvestment zone*
- c) Order, resolution, or ordinance established the reinvestment zone*
- d) Guidelines and criteria for creating the zone*

- a) Not applicable
- b) Will be submitted once Falls County create the Reinvestment Zone
- c) Will be submitted once Falls County create the Reinvestment Zone
- d) See Attached Falls County Guidelines and Criteria

Resolution

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE JURISDICTION OF FALLS COUNTY, TEXAS.

WHEREAS, the creation and retention of job opportunities that bring new wealth is one of the highest civic priorities; and,

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

WHEREAS, Falls County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

WHEREAS, any tax incentives offered in Falls County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

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

WHEREAS, Texas laws requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by minimum votes, as provided by said state law; and,

WHEREAS, these guidelines and criteria shall not be constructed as implying or suggesting that the County of Falls, or any other taxing jurisdiction, is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

WHEREAS, these guidelines and criteria are approved for circulation to all affected taxing jurisdiction for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements;

NOW THEREFORE BE IT RESOLVED THAT, said guidelines and criteria are as follows:

Sec. 1. Definitions

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, and certain personal property, in a reinvestment zone designated by the County of Falls for economic development purposes.

(b) "Affected jurisdiction" means the County of Falls, and any other taxing jurisdiction with any substantial parts of its area located in Falls County; and that levies ad valorem taxes and provides services to property located in said County; and that chooses to participate in tax abatement agreements by, or pursuant to, these guidelines.

(c) "Agreement" means a contractual agreement between a property owner or lessee, or both,

and an affected jurisdiction for the purposes of tax abatement.

(d) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement, plus the agreed-upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(e) "Deferred maintenance" means improvements necessary for continued operations that do not improve productivity or alter the process technology.

(f) "Distribution Center Facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, primarily to receive, store, service, or distribute goods or materials owned by the facility operator.

(g) "Expansion" means the addition of permanent building and structures, fixed machinery and equipment for purposes of increasing production capacity.

(h) "Facility" means property improvements completed or in the process of construction that together comprise an integral whole.

(i) "Manufacturing Facility" means permanent buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of permanent buildings and structures, alteration, or installation of permanent buildings and structures, fixed machinery and equipment. Modernization shall include improvements for the purposes of increasing productivity or updating the technology of machinery or equipment or both.

(k) "New Facility" means a property previously undeveloped that is placed into service by means other than by, or in conjunction with, expansion or modernization.

(l) "Other basic industry" means permanent buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used, for the production of products or services that primarily serve a market that result in the creation of new permanent jobs, and that bring in new wealth.

(m) "Productive life" means the number of years a property improvement is expected to be in service in a facility.

(n) "Regional entertainment facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.

(o) "Research facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used primarily for the research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(p) "Regional service facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, to service goods.

(q) "Renewable Energy Resource" means a resource which produces energy derived from renewable energy technologies, as defined in PUC Substantive Rule 25.5.

Sec. 2. Criteria for Abatement and Designation a Reinvestment Zone.

(a) Authorized facility. A facility may be eligible for abatement if it is a manufacturing facility, research facility, distribution center or regional service facility, regional entertainment facility, renewable energy resource, or other basic industry.

(b) Creation of new value. Abatement may be granted only for the additional value of eligible property improvements made subsequent to, and specified in, an abatement agreement between Falls County and the property owner or lessee, subject to such limitation as Falls County may require.

(c) New and existing facilities. Abatement may be for new facilities and improvements to existing facilities purposes of modernization or expansion.

(d) Eligible property. Abatement may be extended to the value of permanent buildings and structures, fixed machinery and equipment, and certain other personal property, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.

(e) Ineligible property. The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased, except as provided in Section 2 (f); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, that are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

(f) Owned and Leased Facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Value and term of abatement. A tax abatement agreement granted by Falls County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% of the ad valorem property taxes assessed.

(h) Economic qualification. In order to be eligible to receive tax abatement the planned improvement:

(1) must be expected to prevent the loss of employment, retain employment, or create employment on a permanent basis.

(2) must not be expected to solely or primarily have the effect of transferring employment from

one part of the County of Falls to another; and,

(i) Existing business. Recognizing the importance of cosmetic improvements to the community of those existing businesses that modernize or expand over and above normal repair and upkeep, they may be granted a two-year tax abatement of the amount of value the facility is increased. (If a business has a building appraised at \$50,000.00 and modernization or expansion changes the appraised value to \$100,000.00, \$50,000.00 of the new value could be abated for two years beginning January 1 after the year completed.)

(j) Taxability. From the execution of the abatement agreement to the end of the agreement period taxes shall be assessed as follows:

(1) the value of ineligible property as provided in Section 2 (e) shall be fully taxable; and,

(2) the base year value of existing eligible property as determined each year shall be fully taxable; and,

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g, h, &i).

Sec. 3. Application and Hearing

(a) Any present or potential owner of taxable property in the jurisdiction of the Taxing Entities of the County of Falls, Texas may request tax abatement by filing a written request with the Falls County Commissioners Court via the office of the County Judge Electronic or facsimile transmission of documents, while informative, do not meet the requirements of this Section.

(b) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken including their estimated cost; a descriptive list of the improvements that will be a part of the facility; a map and property description; and a time schedule for undertaking and completing the planned improvements and an estimate of the number of jobs created or preserved

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the application.

The application form requires financial and other information that may be appropriate for evaluating the financial capacity of the applicant and any other factors.

(c) After receipt of an application, the Commissioners Court shall determine within forty-five(45) days how to proceed with the application. Within this time frame, the Commissioners Court shall choosetodeny the application, consider the application, or consider the application on an expedited basis:

(d) Consideration of Application. If the County determines that the application should be further considered, then the County Judge shall schedule a hearing to obtain public input on the

application. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. the Commissioners' Court shall pass an order creating the reinvestment zone for the project and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement as submitted or as modified by the Court or to decline. The approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) Expedited Consideration of Application. If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. In the manner prescribed by Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought along with a copy of the proposed tax abatement agreement. and must publish notice of the hearing time, place and subject in the local newspaper. During the Commissioners' Court meeting, the Commissioners' Court shall evaluate the application against the criteria in Sections 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners' Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement, vote to modify the agreement or decline to enter into the agreement. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) Confidentiality. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement under this chapter that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

(g) When the abatement is disapproved, an applicant may be granted a review, or rehearing, in which a new application and hearing may be required.

(h) Tax abatement may not be approved if the County finds that the application therefore was filed after the commencement of the construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.

(i) Request for variance from the provisions of Section 2 may be made in written form to the Commissioners' Court of Falls County. Such request shall include all the items listed in Section 3 (b) above, together with a complete description of the circumstances that prompt the applicant to request variance. The approval process for a variance shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

Sec. 4. Standards for denying Approval of Abatement.

(a) If any affected jurisdiction is able to conclusively show cause in the public hearing why the granting of the abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity, or the providing of services, Falls County shall deny the approval of abatement.

(b) An abatement agreement shall not be granted if it is determined that:

(1) there would be substantial adverse effect on the providing of government services or tax basis;

(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health, or morals; or,

(4) codes or laws would be violated.

Sec. 5. Effect of Approval of Application

Falls County Commissioners' Court acts only for the taxing entity of Falls County and for no other taxing entity within Falls County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the effected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Sec. 6. Tax Abatement Agreements

The Falls County Commissioners' Court after approval of an application shall enter into an agreement with the applicant. Such agreements shall be executed with the owner of the facility, and with the lessee when required. Such agreements shall include:

(1) the estimated value to be abated and the base year value;

(2) the percentage of value to be abated each year as provided in Sec. 2 (g, h, &i);

(3) the commencement date and the termination date of abatement;

(4) the proposed use of the facility, nature of construction, time schedule, map, property description, and improvements list as provided in application, Section 3 (b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration, and assignment as provided in Sections 2 (a), 2 (f), 2 (g, h, &i), 7, 8, and 9.

(6) size of investment and number of jobs involved along with qualifiers as applicable including distinguishing between full, part time and seasonal jobs and general skills and paygrades. Such agreement be executed within 30 days after the applicant has forwarded all necessary information and documentation to the County; and

(7) the agreement shall stipulate that employees, or designated representatives, or both, of

Falls County will have access to the reinvestment zone during the terms of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of 24 hours prior notice and will be conducted in such a manner that they will not unreasonably interfere with the construction or operation or both of the facility. All inspections will be made in the presence of one or more representatives of the company or individual and in accordance with the safety standards of the company or individual. The agreement shall further stipulate the form and frequency of the required reporting to demonstrate both initial and ongoing compliance.

Sec. 7 Recapture

(a) If the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason excepting casualty or accident or natural disaster, for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within 60 days from the date of termination.

(b) If the Falls County Commissioners' Court determines that the company or individual is in default according to the terms and conditions of its agreement, the Commissioners' Court shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within 30 days from the date of such notice ("cure period"), then the agreement may be terminated.

(c) If the company or individual (1) allows its ad valorem taxes owed to the County of Falls, or any other taxing entity in Falls County, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest or both; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure-period, or (3) has liens or judgments filed against it by the IRS or (4) defaults in the payments of obligations to its creditors or is subject to a voluntary or involuntary transfer for the benefit of its creditors then the agreement may then be terminated by Falls County, and all taxes previously abated by virtue of the agreement will be recaptured and payable within 60 days of the termination.

Sec. 8. Administration

(a) The Chief Appraiser of the Falls County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, any company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the chief appraiser shall notify the affected jurisdictions that levy taxes of the amount of the assessment.

(b) Upon completion of construction, a designated representative of Falls County shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and shall make a report to the Commissioners' Court regarding the findings of each evaluation.

Sec. 9. Assignment

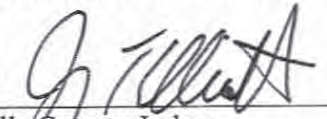
Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Falls County Commissioners Court, subject to the financial capacity of the assignee and provided that all conditions and obligations in the

abatement agreement are guaranteed by the execution of a new contractual agreement between the new owner and Falls County. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner, or the new lessee are liable to any taxing entity in Falls County for outstanding delinquent taxes or other obligations.

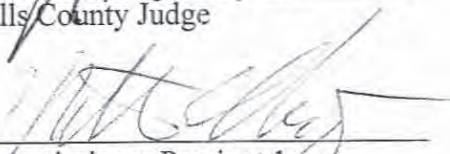
Sec. 10. Sunset Provision

The guidelines and criteria are effective upon the date of their adoption and will remain in force for two years unless amended by a three-quarters vote of the Falls County Commissioners' Court, at which time the tax abatement contracts created according to these provisions will be reviewed to determine whether or not the goals have been achieved. Based on that review, the guidelines and criteria may be further modified, renewed or eliminated.

Moved, Seconded, and Passed Unanimously, This the 10th day of July 2019.



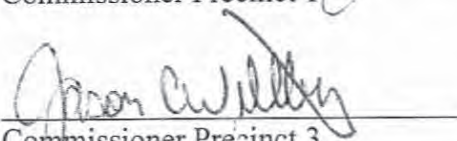
Falls County Judge



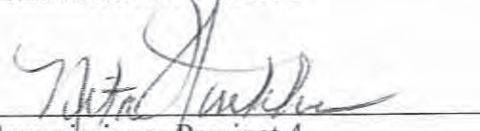
Commissioner Precinct 1



Commissioner Precinct 2

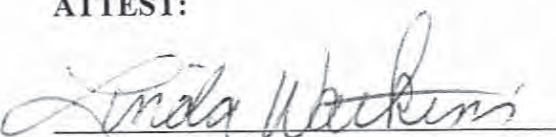


Commissioner Precinct 3



Commissioner Precinct 4

ATTEST:



Falls County Clerk



FALLS COUNTY TAX ABATEMENT APPLICATION
FOR
ECONOMIC DEVELOPMENT INCENTIVES

PROPERTY/PROJECT DESCRIPTION

1. Property Owner:

Mailing Address:

Telephone:
2. Project Sponsor:
(If different than property owner)
Mailing address:

Telephone:
3. Applicant's Representative:

Telephone:
4. Property Address:

Legal Description:

(provide attachment if by metes and bounds)
5. Located within: (School or other taxing district)
6. Description of Project:
7. Date(s) projected for occupation of project/initiation of operations:
8. Employment Impact
 - a. How many jobs will be brought to Falls County?
 - b. What types of jobs will be created?
 - c. What will the total annual payroll be?

9. Fiscal Impact

- a. How much real and personal property value will be added to the tax roles?
- b. How much direct sales tax will be generated?
- c. How will this project affect existing business and/or office facilities?
- d. What infrastructure construction would be required?
- e. What is the total annual operation budget of this facility projected to be?

10. Community Impact

- a. What effect would the project have on the local housing market?
- b. What environmental impact, if any, will be created by the project?

11. Type and value of incentive requested:



TAB 17

Signature and Certification Page; signed and dated by Authorized School District Representative and
Authorized Company Representative (applicant)

See Attached

SECTION 16: Authorized Signature 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

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

Signature (Authorized School District Representative)

9-16-2019

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

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

sign
here

Signature (Authorized Company Representative (Applicant))

9/16/19

Date



(Notary Seal)

Patricia J Shorr
Notary Public, State of Ohio
My Commission Expires 08-29-2024

GIVEN under my hand and seal of office this, the

16th day of September 2019

Patricia J. Shorr
Notary Public in and for the State of Texas Ohio

My Commission expires: 8-29-2024

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.

EXHIBIT B

Minutes of the Riesel ISD Board of Trustees dated August 21, 2019

RIESEL INDEPENDENT SCHOOL DISTRICT
BOARD MEETING MINUTES
MONDAY, SEPTEMBER 16, 2019

The Board of Trustees of the Riesel Independent School District met in regular session on Monday, September 16, 2019 at 6:00p.m. in the Administration Board Room.

The meeting was called to order by Tom McClintock at 6:01p.m. with the following members present: RuthAnne Schroeder, Roger Fitzpatrick, Ben Saage, Tom McClintock, Deanna Davis, Jeff Hansen, and Chris Dieterich

Member absent: none

Also attending were: Superintendent Brandon Cope, Principals Brittni Summers, Jody Wood, Krystal Wilson, and Jaime Glenn, Christina Flores, Russell Mezynski, Kevin Wunderlich, Andrew Boggs, Sam Gregson, Joe Don Bobbitt, Peter Rusek, Gary Bennett, Jerry Holle, Morgan Beam, and Justin Curtis

Public comment: none

Joe Don Bobbitt with the McLennan County Tax Appraisers gave a brief history on the Sandy Creek tax appraisal values and their current status. Peter Rusek gave a brief overview of the pending lawsuit regarding the tax evaluation and anticipated timeline.

Sam Gregson presented information regarding Hecate Energy Solar Farm.

Board went into executive session at 6:20 p.m.
Board came out of executive session at 7:18 p.m.

Motion by Davis and seconded by Fitzpatrick to adopt Board Policy CCGB (LOCAL) as presented and to declare such policy effective immediately. Ayes-7. Nays-0.

Motion by Davis and seconded by Dieterich to approve the Application for Appraised Value Limitation on Qualified Property submitted by Hecate Energy Roseland Solar LLC and to authorize the Superintendent to engage Randy McDowell as financial consultant on the project and Walsh Gallegos Trevino Russo & Kyle as legal counsel pursuant to District Policy CCGB (LOCAL), and to authorize the Superintendent and consultants to proceed with action on the Application pursuant to District Policy CCGB (LOCAL). Ayes-7. Nays-0.

The following items were listed on the consent agenda:

- A. Minutes from previous meetings
- B. August financials- unaudited
- C. Other reports (Principal, Maintenance, & Tech)
- D. Worker's Compensation, Property, Liability, and Auto Insurance Renewal

Motion by Dieterich and seconded by Hansen to accept all consent agenda items. Ayes-7. Nays-0.

Mr. Cope gave an update on current dual credit numbers. We have students enrolled in 96 dual credit courses this semester. This is down a couple from the spring semester of 2019. This is the first year we haven't seen an increase. Mr. Cope explained that he feels we have leveled off in our growth. He expects the current number to be fairly consistent going forward. He gave report that 71% of our dual credit courses received an A or B in the Spring of 2019. Mr. Cope reported that the application for the police department had been submitted to TCOLE and we are currently waiting for them to review the application and provide us with the next steps. Mr. Cope gave an update on attendance. We started the year with 661 students district wide. This down from the start of the 2018 school year, but an increase from where we ended in the 2018-2019 school year. He reported that the high school enrollment was at 244, 7-8th grade 104 and Foster Elementary at 313. Mr. Cope stated the next year will be the 125th anniversary of Riesel ISD. He stated he's not sure what, but wants to do something to celebrate. He gave an update on the new credit card process. He said he hopes to have the cards here in the next week or so. Mr. Cope reported that 22 new computers were purchased for the Yearbook lab. The computers that we replaced will be able to be reused in other areas in the district including the Ag department. Mr. Cope reminded the board that on 10-28-2019 we will be having our Legislative Update training. The meal will begin at 5:00 with the training beginning at 6:00.

Title 1 Presentation was given by Mr. Cope

Motion by Davis and seconded by Fitzpatrick to adjourn meeting at 7:36p.m.

President of the Board

Secretary of the Board

EXHIBIT C

Application Submission to Comptroller



WALSH GALLEGOS
TREVIÑO RUSSO & KYLE P.C.

September 17, 2019

Local Government Assistance and
Economic Analysis Division
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, TX 78774

Via Federal Express: 7762 6117 9810

Re: Hecate Energy Roseland Solar LLC's Application for Appraised Value Limitation on
Qualified Property to the Riesel Independent School District

Dear Madam or Sir:

The law firm of Walsh Gallegos Treviño Russo & Kyle P.C. represents the Riesel Independent School District in the above-referenced matter. Enclosed please find one hard copy of the Application for Appraised Value Limitation of Qualified Property together with an electronic copy of the same.

Riesel ISD received a copy of the enclosed Application on Monday, September 16, 2019. The Board of Trustees voted to consider the application at a duly called meeting on September 16, 2019. The Board also received the Applicant's application fee and voted to waive the job creation requirement at its meeting on September 16, 2019.

The Riesel Independent School District respectfully requests that the Comptroller conduct an economic impact evaluation of the investment proposed by the Application.

In addition to the paper and electronic copy of the Application submitted to you with this letter, a copy of the Application is being submitted to the Falls County Appraisal District pursuant to 34 TEX. ADMIN CODE §9.1054.

Please let us know if you have any questions or require additional information.

Sincerely,

Morgan Beam

Enclosures

RIESEL INDEPENDENT SCHOOL DISTRICT
BOARD MEETING MINUTES
MONDAY, SEPTEMBER 16, 2019

The Board of Trustees of the Riesel Independent School District met in regular session on Monday, September 16, 2019 at 6:00p.m. in the Administration Board Room.

The meeting was called to order by Tom McClintock at 6:01p.m. with the following members present: RuthAnne Schroeder, Roger Fitzpatrick, Ben Saage, Tom McClintock, Deanna Davis, Jeff Hansen, and Chris Dieterich

Member absent: none

Also attending were: Superintendent Brandon Cope, Principals Brittni Summers, Jody Wood, Krystal Wilson, and Jaime Glenn, Christina Flores, Russell Mezynski, Kevin Wunderlich, Andrew Boggs, Sam Gregson, Joe Don Bobbitt, Peter Rusek, Gary Bennett, Jerry Holle, Morgan Beam, and Justin Curtis

Public comment: none

Joe Don Bobbitt with the McLennan County Tax Appraisers gave a brief history on the Sandy Creek tax appraisal values and their current status. Peter Rusek gave a brief overview of the pending lawsuit regarding the tax evaluation and anticipated timeline.

Sam Gregson presented information regarding Hecate Energy Solar Farm.

Board went into executive session at 6:20 p.m.
Board came out of executive session at 7:18 p.m.

Motion by Davis and seconded by Fitzpatrick to adopt Board Policy CCGB (LOCAL) as presented and to declare such policy effective immediately. Ayes-7. Nays-0.

Motion by Davis and seconded by Dieterich to approve the Application for Appraised Value Limitation on Qualified Property submitted by Hacate Energy Roseland Solar LLC and to authorize the Superintendent to engage Randy McDowell as financial consultant on the project and Walsh Gallegos Trevino Russo & Kyle as legal counsel pursuant to District Policy CCGB (LOCAL), and to authorize the Superintendent and consultants to proceed with action on the Application pursuant to District Policy CCGB (LOCAL). Ayes-7. Nays-0.

The following items were listed on the consent agenda:

- A. Minutes from previous meetings
- B. August financials- unaudited
- C. Other reports (Principal, Maintenance, & Tech)
- D. Worker's Compensation, Property, Liability, and Auto Insurance Renewal

Motion by Dieterich and seconded by Hansen to accept all consent agenda items. Ayes-7. Nays-0.

Mr. Cope gave an update on current dual credit numbers. We have students enrolled in 96 dual credit courses this semester. This is down a couple from the spring semester of 2019. This is the first year we haven't seen an increase. Mr. Cope explained that he feels we have leveled off in our growth. He expects the current number to be fairly consistent going forward. He gave report that 71% of our dual credit courses received an A or B in the Spring of 2019. Mr. Cope reported that the application for the police department had been submitted to TCOLE and we are currently waiting for them to review the application and provide us with the next steps. Mr. Cope gave an update on attendance. We started the year with 661 students district wide. This down from the start of the 2018 school year, but an increase from where we ended in the 2018-2019 school year. He reported that the high school enrollment was at 244, 7-8th grade 104 and Foster Elementary at 313. Mr. Cope stated the next year will be the 125th anniversary of Riesel ISD. He stated he's not sure what, but wants to do something to celebrate. He gave an update on the new credit card process. He said he hopes to have the cards here in the next week or so. Mr. Cope reported that 22 new computers were purchased for the Yearbook lab. The computers that we replaced will be able to be reused in other areas in the district including the Ag department. Mr. Cope reminded the board that on 10-28-2019 we will be having our Legislative Update training. The meal will begin at 5:00 with the training beginning at 6:00.

Title 1 Presentation was given by Mr. Cope

Motion by Davis and seconded by Fitzpatrick to adjourn meeting at 7:36p.m.

President of the Board

Secretary of the Board

cc: Mr. Brandon Cope
Superintendent
RIESEL ISD

Via e-Mail: bcope@rieselisd.org
(w/out Enclosures)

Mr. Andrew Boggs
Director, Development
HECATE ENERGY LLC

Via e-Mail: aboggs@hecateenergy.com
(w/ Enclosures)

Mr. Sam Gregson
Senior Consultant
CUMMINGS WESTLAKE LLC

Via e-Mail: sgregson@cwlp.net
(w/ Enclosures)

Chief Appraiser
FALLS COUNTY APPRAISAL DISTRICT
403 Craik St.
Marlin, TX 76661

Via CMRRR: 9414 7266 9904 2060 2913 93
(w/ Enclosures)



TAB 1

Pages 1 through 9 of application

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

September 16, 2019

Date Application Received by District

Brandon

First Name

Cope

Last Name

Superintendent

Title

Reisel Independent School District

School District Name

600 E. Frederick

Street Address

600 E. Frederick

Mailing Address

Riesel

City

254-896-5000

Phone Number

254-715-6019

Mobile Number (optional)

TX

State

76682

ZIP

Fax Number

bcope@rieselisd.org

Email Address

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)*

Morgan

First Name

Associate

Title

Walsh Gallegos Trevino Russo & Kyle P.C.

Firm Name

713-789-6864

Phone Number

Mobile Number *(optional)*

Beam

Last Name

713-789-9318

Fax Number

mbeam@wabsa.com

Email Address

4. On what date did the district determine this application complete?
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)*

Andrew

First Name

Director, Development

Title

621 West Randolph Street

Street Address

621 West Randolph Street

Mailing Address

Chicago

City

612-636-7953

Phone Number

Mobile Number *(optional)*

Boggs

Last Name

Hecate Energy LLC

Organization

Illinois

State

60661

ZIP

312-284-4514

Fax Number

ABoggs@hecateenergy.com

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 *(optional)*

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)

Sam	Gregson
First Name	Last Name
Senior Consultant	
Title	
Cummings Westlake LLC	
Firm Name	
713-266-4456	713-266-2333
Phone Number	Fax Number
sgregson@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No
- The total fee shall be paid at 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? Hecate Energy Roseland Solar LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32070337533
3. List the NAICS code 221114
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☐ Yes ☒ No
- 4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☐ Yes ☒ No
- 2a. If yes, attach in **Tab 3** a copy of 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 March 2020
2. Commencement of construction February 1, 2021
3. Beginning of qualifying time period January 1, 2021
4. First year of limitation January 1, 2023
5. Begin hiring new employees March 2022
6. Commencement of commercial operations May 31, 2022
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? May 31, 2022

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Falls County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Falls CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Falls County; 100%; \$0.475 City:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Hospital District: Water District:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Other (describe): See Tab 6 Other (describe):
(Name, tax rate and percent of project) (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:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 8**);
 - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (**Tab 8**); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (**Tab 11**).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? ☐ Yes ☒ No
 - 2a. If yes, attach complete documentation including:
 - a. legal description of the land (**Tab 9**);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (**Tab 9**);
 - c. owner (**Tab 9**);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (**Tab 9**); and
 - e. a detailed map showing the location of the land with vicinity map (**Tab 11**).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? ☐ Yes ☒ No
 - 3a. If yes, attach the applicable supporting documentation:
 - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (**Tab 16**);
 - b. legal description of reinvestment zone (**Tab 16**);
 - c. order, resolution or ordinance establishing the reinvestment zone (**Tab 16**);
 - d. guidelines and criteria for creating the zone (**Tab 16**); and
 - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (**Tab 11**)
 - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? November 30, 2019

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

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

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

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0
2. What is the last complete calendar quarter before application review start date:
☐ First Quarter ☒ Second Quarter ☐ Third Quarter ☐ Fourth Quarter of 2019
(year)
3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 0
Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create? 2
5. What is the number of new non-qualifying jobs you are estimating you will create? 0
6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ☒ Yes ☐ No
- 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
- a. Average weekly wage for all jobs (all industries) in the county is 722.25
- b. 110% of the average weekly wage for manufacturing jobs in the county is 930.60
- c. 110% of the average weekly wage for manufacturing jobs in the region is 999.41
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? 48,391.20
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 48,500.00
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**.

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** ➡

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

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** ➡

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

**sign
here** ➡

Signature (Authorized Company Representative (Applicant))

Date

GIVEN under my hand and seal of office this, the

_____ day of _____, _____

Notary Public in and for the State of Texas

(Notary Seal)

My Commission expires: _____

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

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	Maps that clearly show: a) Project vicinity b) Qualified investment including location of 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>



TAB 2

Proof of Payment of Application Fee

Please find on the attached page, copy of the check for the \$75,000 application fee to Riesel Independent School District.

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

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



TAB 3

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

Note – The attached is the most recent report filed and Hecate Energy Roseland Solar LLC had not been formed during the reporting time period of the 2018 report. Hecate Energy Roseland Solar LLC will be reported on the 2019 Report for Hecate Energy, Inc.



Franchise Tax Account Status

As of : 05/30/2019 11:43:31

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

HECATE ENERGY ROSELAND SOLAR LLC	
Texas Taxpayer Number	32070337533
Mailing Address	211 E 7TH ST STE 620 AUSTIN, TX 78701-3218
? Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	04/08/2019
Texas SOS File Number	0803285897
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701

TAB 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Hecate Energy Roseland Solar LLC is requesting an Appraised Value Limitation from Riesel Independent School District for the Hecate Energy Roseland Solar LLC Project (the “Project”), a proposed solar powered electric generating facility in Falls County. The proposed Riesel ISD Project (this Application) would be constructed within a Reinvestment Zone that will be created by Falls County prior to execution of the Value Limitation Agreement. A map showing the location of the project is included in Tab 11. The project is also known by the name Roseland Solar. The Project IGNR Number is 20INR0205 and was assigned on October 25, 2018.

The proposed Project is anticipated to have a total capacity of 500 MW 40% of which will be located in Riesel ISD. Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will depend upon the panels and inverters selected, manufacturers availability and prices, ongoing engineering design optimization and the final megawatt generating capacity of the Project when completed. Current plans are to install approximately 668,973 PV panels and associated inverters within Riesel ISD. The Applicant requests a Value Limitation for all materials and equipment installed for the Project, including but not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

Construction of the Project is anticipated to begin in February 2021 with completion by May 2022.

TAB 5

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

Founded six years ago, Hecate Energy has developed or built 363MW of operating solar projects totaling over \$600 million in asset value, 58 MWh of battery storage and has entered over 1 GW of renewable Power Purchase Agreements, including 180 MWh of battery storage projects. The company is in offtake negotiations for over 1,000 MW of new solar projects with a pipeline of approximately 6 GW of projects under development.

Hecate Energy has developed operating power projects in California, Florida, Texas, Rhode Island, Maryland, Massachusetts, Virginia and Georgia, with energy storage projects in Ontario. Sites in Washington, Louisiana, Rhode Island, South Carolina New York, Ohio, Texas, Georgia, Tennessee, California and Ontario Canada are currently being evaluated for Hecate Energy's current pipeline of potential projects.

Hecate Energy is a national solar developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable solar characteristics. The Applicant is actively assessing and developing other projects that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a solar project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates. Markets such as California that have statewide available subsidies for renewable energy projects, and which have higher average contracted power rates, offer an attractive incentive for developers to build projects in those markets over Texas.

The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at today's contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher.

TAB 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)

District	Percentage	Tax Rate
1) Falls County	100%	\$0.94800
2) Falls County Emer. Serv. Dist. #1	90%	\$0.03000
3) Mart ISD	60%	\$1.40187
4) Riesel ISD	40%	\$1.42390

TAB 7

Description of Qualified Investment

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property within Riesel ISD necessary for the commercial operations of the proposed solar project described in Tab 4. The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County. Of those panels, 668,973 would be located in Mart ISD.

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

Qualified Investment and Qualified Property includes, but is not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, maintenance and operations building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 8

Description of Qualified Property

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property within Riesel ISD necessary for the commercial operations of the proposed solar project described in Tab 4. The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County. Of those panels, 668,973 would be located in Mart ISD.

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

Qualified Investment and Qualified Property includes, but is not limited to underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, maintenance and operations building, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 9

Description of Land

Not applicable. The land on which the new buildings and new improvements will be built, is not being claimed as part of the qualified property described by §313.021(2)(A).



TAB 10

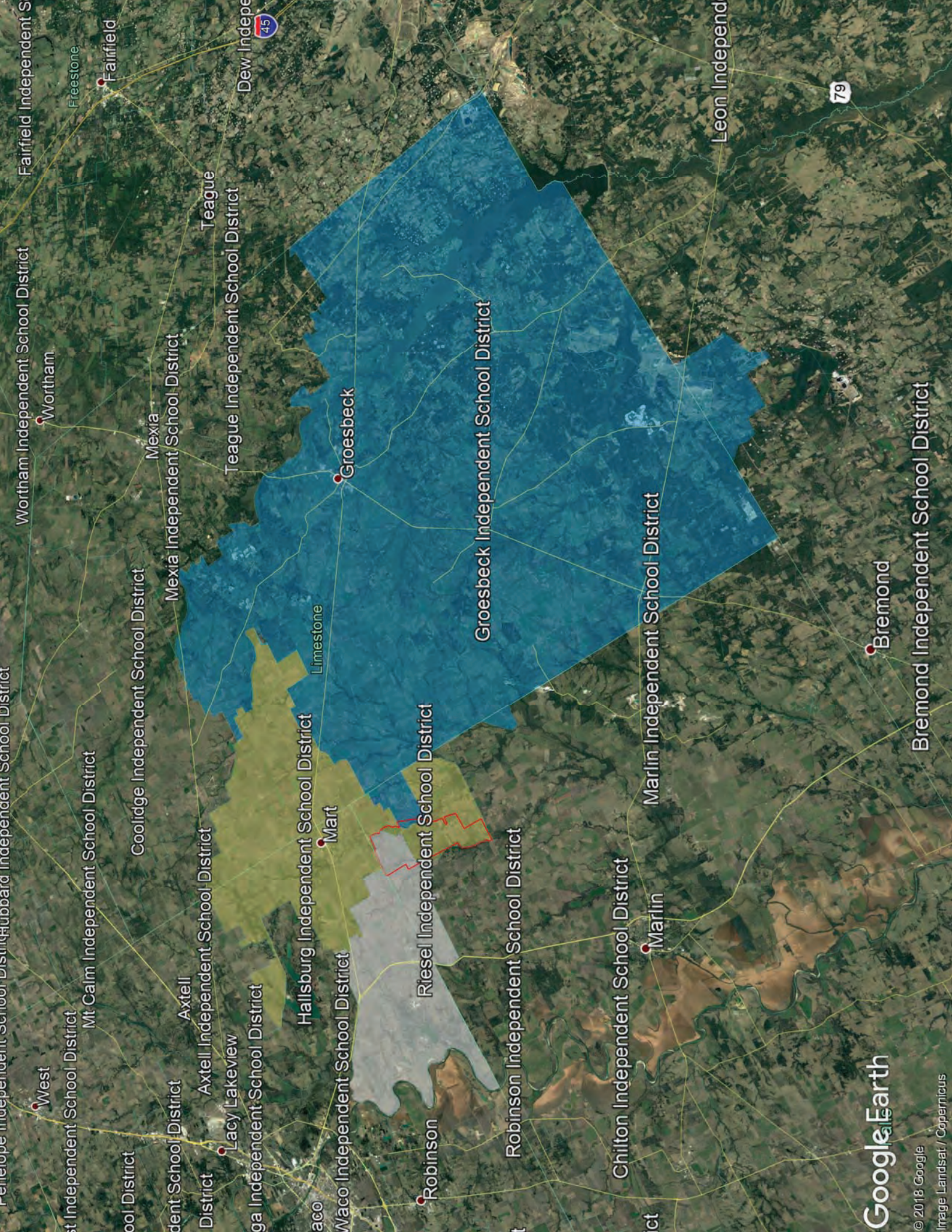
Description of all property not eligible to become qualified property (if applicable)

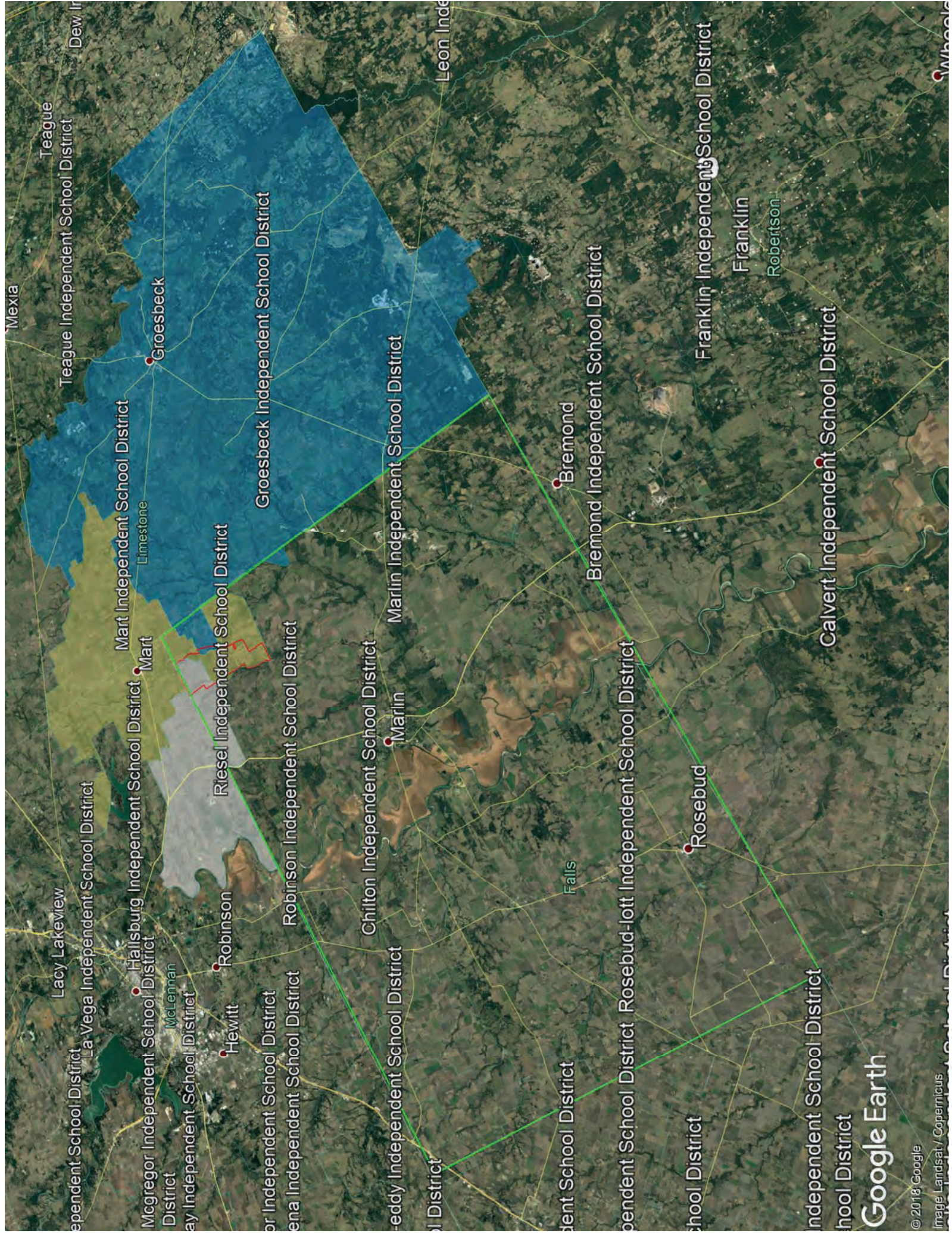
None

TAB 11

Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building 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





KEY MAP



MART & RIESEL ISD MAP



NOTES

1. THIS CONCEPTUAL LAYOUT IS BASED SOLELY ON AERIAL PHOTOGRAPHS AND PROVIDED PLANS.
2. NO VERIFICATION OF SOIL CAPACITY WAS CONDUCTED. A FULL GEOTECHNICAL ANALYSIS IS SUGGESTED.

PV SYSTEM SPECIFICATIONS:

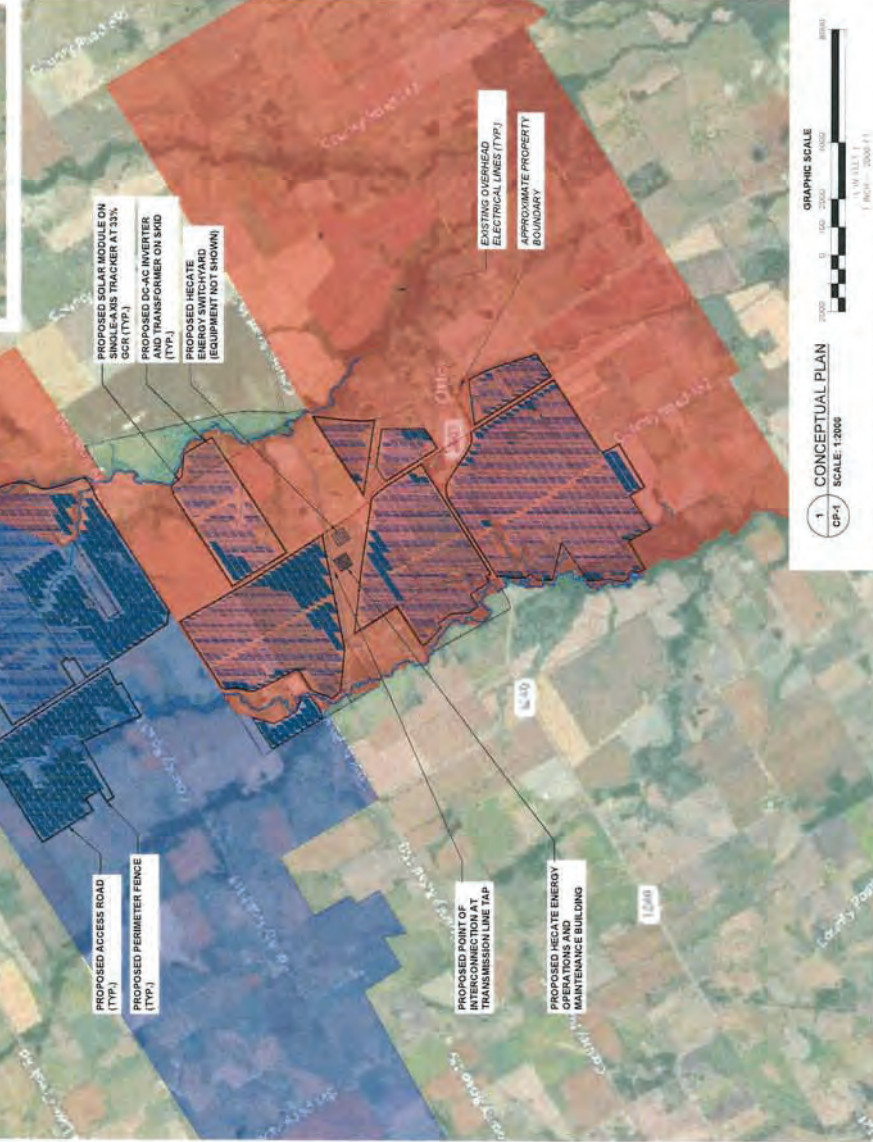
1. PV MODULES: 360W PER KW
2. DC-DC INVERTERS: 125KW INVERTERS (OR LARGER) (25 PER SHD)
3. MEDIUM AND HIGH-VOLTAGE ELECTRIC CABLING: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
4. MOUNTING STRUCTURES: ATT OR NEXTTRACKER SINGLE-AXIS TRACKER
5. PROJECT SUBSTATION: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
6. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
7. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
8. METEOROLOGICAL EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
9. ASSOCIATED EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE

LEGEND



APPROXIMATE PV SYSTEM SIZING

ARRAY AREA	MODULE SIZE	MODULE COUNT	ARRAY SIZE (KW DC)	INVERTER COUNT
MART ISD	380	1018400	386992.00	125
RIESEL ISD	380	608000	231040.00	75
		1626400	618032.00	200



THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, WITHOUT THE WRITTEN AGREEMENT OF WHITMAN IS PROHIBITED. COPYRIGHT 2024 WHITMAN. DO NOT SCALE THIS DRAWING.



SEAL

DRAWING NOTES:
1. IF THE DRAWING DOES NOT CONTAIN THE ENGINEER'S SEAL, IT IS NOT A VALID DOCUMENT AND SHOULD NOT BE USED FOR THE PROJECT.
2. THIS DRAWING HAS BEEN PREPARED AS A CONCEPTUAL DESIGN. IT IS NOT A FINAL DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.



NO.	DATE	REVISION DESCRIPTION
1	01/15/2024	ISSUED FOR PERMITTING
2	01/15/2024	ISSUED FOR PERMITTING
3	01/15/2024	ISSUED FOR PERMITTING
4	01/15/2024	ISSUED FOR PERMITTING
5	01/15/2024	ISSUED FOR PERMITTING
6	01/15/2024	ISSUED FOR PERMITTING
7	01/15/2024	ISSUED FOR PERMITTING
8	01/15/2024	ISSUED FOR PERMITTING
9	01/15/2024	ISSUED FOR PERMITTING
10	01/15/2024	ISSUED FOR PERMITTING

PROJECT: 500 MW (AC) GROUND MOUNTED PHOTOVOLTAIC SYSTEM
LOCATION: ROSELAND SOLAR COUNTY ROAD 165 RIESEL, TX FALLS COUNTY

SCALE	AS SHOWN	PROJECT NO.	DATE
1" = 100'	1" = 100'	24-001	01/15/2024
1" = 100'	1" = 100'	24-001	01/15/2024
1" = 100'	1" = 100'	24-001	01/15/2024
1" = 100'	1" = 100'	24-001	01/15/2024

DRAWING TITLE: CONCEPTUAL PLAN
DRAWING NO.: CP-1
SHEET NO.: 1 OF 1

TAB 12

Request for Waiver of Job Creation Requirement and supporting information (if applicable)

See Attached



CUMMINGS WESTLAKE

PROPERTY TAX ADVISORS

August 15, 2019

Mr. Brandon Cope
Superintendent
Riesel Independent School District
600 E. Frederick
Riesel, TX 76682

Re: Chapter 313 Jobs Waiver Request

Dear Superintendent Cope,

Hecate Energy Roseland Solar LLC requests that the Riesel Independent School District's Board of Trustees waive the job requirement provision as allowed by Section 313.025(f-1) of the Tax Code. This waiver would be based on the school district's board findings that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Hecate Energy Roseland Solar LLC requests that the Board of Trustees make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Roseland Solar, LLC has committed to create two total jobs for the Riesel ISD portion of the project.

Solar projects create a large number of full and part-time, but temporary jobs during the construction phase of the project but require a relatively small number of highly skilled technicians to operate and maintain the project after commercial operation commences.

The industry standard for employment is typically one full-time employee for approximately 100MW of facility generating capacity. This number will vary depending on the operations and maintenance requirements of the solar equipment selected as well as the support and technical assistance offered by the equipment manufacturer. The permanent employees of a solar project maintain, and service photovoltaic panels, underground electrical connections, substations and other infrastructure associated

with the safe and reliable operation of the project. In addition to the onsite employees, there may be managers or technicians who support the project from offsite locations.

Sincerely,



Sam Gregson
Senior Consultant
Cummings Westlake, LLC

TAB 13

Calculation of three possible wage requirements with TWC documentation

- Falls County average weekly wage for all jobs (all industries)
- Falls County average weekly wage for all jobs (manufacturing)
- See attached Council of Governments Regional Wage Calculation and Documentation

**HECATE ENERGY ROSELAND SOLAR LLC
TAB 13 TO CHAPTER 313 APPLICATION**

**FALLS COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
SECOND	2018	\$ 701	\$ 36,452
THIRD	2018	\$ 710	\$ 36,920
FOURTH	2018	\$ 764	\$ 39,728
FIRST	2019	\$ 714	\$ 37,128
AVERAGE		\$ 722.25	\$ 37,557.00

**FALLS COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
SECOND	2018	\$ 839	\$ 43,628
THIRD	2018	\$ 808	\$ 42,016
FOURTH	2018	\$ 930	\$ 48,360
FIRST	2019	\$ 807	\$ 41,964
AVERAGE		\$ 846.00	\$ 43,992.00
X		110%	110%
		\$ 930.60	\$ 48,391.20

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

YEAR	AVG WEEKLY WAGES*	ANNUALIZED
2018	\$ 909	\$ 47,245
X	110%	110%
	\$ 999.41	\$ 51,969.50

* SEE ATTACHED TWC DOCUMENTATION

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2018	02	Falls	Total/All	10	Total, All Industries	0	701
2018	03	Falls	Total/All	10	Total, All Industries	0	710
2018	04	Falls	Total/All	10	Total, All Industries	0	764
2019	01	Falls	Total/All	10	Total, All Industries	0	714

Year	Period	Area	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2018	02	Falls	Private	31-33	Manufacturing	2	839
2018	03	Falls	Private	31-33	Manufacturing	2	808
2018	04	Falls	Private	31-33	Manufacturing	2	930
2019	01	Falls	Private	31-33	Manufacturing	2	807

2018 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations

COG	COG Number	Wages	
		Hourly	Annual
Texas		\$27.04	\$56,240
<u>Alamo Area Council of Governments</u>	18	\$22.80	\$47,428
<u>Ark-Tex Council of Governments</u>	5	\$18.73	\$38,962
<u>Brazos Valley Council of Governments</u>	13	\$18.16	\$37,783
<u>Capital Area Council of Governments</u>	12	\$32.36	\$67,318
<u>Central Texas Council of Governments</u>	23	\$19.60	\$40,771
<u>Coastal Bend Council of Governments</u>	20	\$28.52	\$59,318
<u>Concho Valley Council of Governments</u>	10	\$21.09	\$43,874
<u>Deep East Texas Council of Governments</u>	14	\$18.28	\$38,021
<u>East Texas Council of Governments</u>	6	\$21.45	\$44,616
<u>Golden Crescent Regional Planning Commission</u>	17	\$28.56	\$59,412
<u>Heart of Texas Council of Governments</u>	11	\$22.71	\$47,245
<u>Houston-Galveston Area Council</u>	16	\$29.76	\$61,909
<u>Lower Rio Grande Valley Development Council</u>	21	\$17.21	\$35,804
<u>Middle Rio Grande Development Council</u>	24	\$20.48	\$42,604
<u>NORTEX Regional Planning Commission</u>	3	\$25.14	\$52,284
<u>North Central Texas Council of Governments</u>	4	\$27.93	\$58,094
<u>Panhandle Regional Planning Commission</u>	1	\$24.19	\$50,314
<u>Permian Basin Regional Planning Commission</u>	9	\$25.90	\$53,882
<u>Rio Grande Council of Governments</u>	8	\$18.51	\$38,493
<u>South East Texas Regional Planning Commission</u>	15	\$36.26	\$75,430
<u>South Plains Association of Governments</u>	2	\$20.04	\$41,691
<u>South Texas Development Council</u>	19	\$17.83	\$37,088
<u>Texoma Council of Governments</u>	22	\$21.73	\$45,198
<u>West Central Texas Council of Governments</u>	7	\$21.84	\$45,431

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

Data published: July 2019

Data published annually, next update will be July 31, 2020

Annual wage figure assumes a 40-hour work week.

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

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

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

TAB 14

Schedules A1, A2, B, C and D completed and signed Economic Impact (if applicable)

See attached Schedules A1, A2, B, C and D

Date9/5/2019

Applicant NameHECATE ENERGY ROSELAND SOLAR LLC

ISD NameRIESEL ISD

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

Form 50-296A

Revised May 2024

PROPERTY INVESTMENT AMOUNTS							
(Estimated investment in each year. Do not put cumulative totals.)							
Column A		Column B		Column C	Column D	Column E	
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 not 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)	
	Tax Year (Fill in actual tax year below) YYYY	School Year (YYYY-YYYY)	Year				
Investment made before filing complete application with district				Not eligible to become Qualified Property		0	
		Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)					
		-				0	
Investment made after filing complete application with district, but before final Board approval of application							
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period						0	
Complete tax years of qualifying time period	QTP1	2021-2022	2021	0	0	35,055,600	
	QTP2	2022-2023	2022	0	0	81,796,800	
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				116,852,400	0	116,852,400	
Total Qualified Investment (sum of green cells)				116,852,400			

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 investing property include investment meeting the definition of 313.02(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

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

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

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

PROPERTY INVESTMENT AMOUNTS									
(Estimated Investment in each year. Do not put cumulative totals.)									
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below)	Column A New investment (original cost) <u>intangible personal property</u> placed in service during this year that will become Qualified Property	Column B New investment made during this year in <u>buildings or permanent nonremovable components of buildings</u> that will become Qualified Property	Column C Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Column D Other investment made during this year that will become Qualified Property [SEE NOTE]	Column E Total Investment (A+B+C+D)	
Total investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1			116,852,400	0	0	116,852,400	
Each year prior to start of value limitation period** <i>(Insert as many rows as necessary)</i>	0	2021-2022	2021	0	0	0	0	0	
	0	2022-2023							
	1	2023-2024	2023	0	0	0	0	0	
	2	2024-2025	2024	0	0	0	0	0	
	3	2025-2026	2025	0	0	0	0	0	
	4	2026-2027	2026	0	0	0	0	0	
	5	2027-2028	2027	0	0	0	0	0	
	6	2028-2029	2028	0	0	0	0	0	
	7	2029-2030	2029	0	0	0	0	0	
	8	2030-2031	2030	0	0	0	0	0	
Value limitation period***	9	2031-2032	2031	0	0	0	0	0	
	10	2032-2033	2032	0	0	0	0	0	
	Total Investment made through limitation			116,852,400	0	0	0	116,852,400	
	11	2033-2034	2033					0	
	12	2034-2035	2034					0	
	13	2035-2036	2035					0	
	14	2036-2037	2036					0	
	15	2037-2038	2037					0	
	16	2038-2039	2038					0	
	17	2039-2040	2039					0	
Continue to maintain viable presence	18	2040-2041	2040					0	
	19	2041-2042	2041					0	
	20	2042-2043	2042					0	
	21	2043-2044	2043					0	
	22	2044-2045	2044					0	
	23	2045-246	2045					0	
	24	2416-2047	2046					0	
	25	2047-2048	2047					0	
	Additional years for 25 year economic impact as required by 313.026(c)(1)								

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in **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 in the remaining rows of Schedule A2 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 313.02(c)(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.

				Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021	0	0	0			0
		2022-2023	2022						
Value Limitation Period	1	2023-2024	2023	0	0	25,000,000	25,000,000	25,000,000	25,000,000
	2	2024-2025	2024	0	0	130,340,000	130,340,000	130,340,000	30,000,000
	3	2025-2026	2025	0	0	119,896,000	119,896,000	119,896,000	30,000,000
	4	2026-2027	2026	0	0	108,626,000	108,626,000	108,626,000	30,000,000
	5	2027-2028	2027	0	0	96,446,000	96,446,000	96,446,000	30,000,000
	6	2028-2029	2028	0	0	83,300,000	83,300,000	83,300,000	30,000,000
	7	2029-2030	2029	0	0	69,104,000	69,104,000	69,104,000	30,000,000
	8	2030-2031	2030	0	0	53,774,000	53,774,000	53,774,000	30,000,000
	9	2031-2032	2031	0	0	37,212,000	37,212,000	37,212,000	30,000,000
	10	2032-2033	2032	0	0	28,000,000	28,000,000	28,000,000	30,000,000
Continue to maintain viable presence	11	2033-2034	2033	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	12	2034-2035	2034	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	13	2035-2036	2035	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	14	2036-2037	2036	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	15	2037-2038	2037	0	0	28,000,000	28,000,000	28,000,000	28,000,000
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2038-2039	2038	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	17	2039-2040	2039	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	18	2040-2041	2040	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	19	2041-2042	2041	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	20	2042-2043	2042	0	0	28,000,000	28,000,000	28,000,000	28,000,000
	21	2043-2044	2043	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	22	2044-2045	2044	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	23	2045-246	2045	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	24	2416-2047	2046	0	0	26,600,000	26,600,000	26,600,000	26,600,000
	25	2047-2048	2047	0	0	26,600,000	26,600,000	26,600,000	26,600,000

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

Schedule C: Employment Information

Construction				Non-Qualifying Jobs		Qualifying Jobs	
Column A		Column B		Column C	Column D	Column E	
Number of Construction FTE's or man-hours (specify)		Average annual wage rates for construction workers		Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Average annual wage of new qualifying jobs	
Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY					
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2021-2022	2021		0	0	0
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2022-2023	2022		0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2023-2024	2023	N/A			
	2	2024-2025	2024	N/A			
	3	2025-2026	2025	N/A			
	4	2026-2027	2026	N/A			
	5	2027-2028	2027	N/A			
	6	2028-2029	2028	N/A			
	7	2029-2030	2029	N/A			
	8	2030-2031	2030	N/A			
	9	2031-2032	2031	N/A			
	10	2032-2033	2032	N/A			
	11 through 25	2033-2047	2033-2047	N/A			
Years Following Value Limitation Period							

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

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

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

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

Yes ☒ No ☐

Yes ☒ No ☐

Yes ☐ No ☒

Schedule D: Other Incentives (Estimated)

Date	9/5/2019	Form 50-296A
Applicant Name	HECATE ENERGY ROSELAND SOLAR LLC	<i>Revised May 2014</i>
ISD Name	RIESEL ISD	

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Falls County	2023	10 Years	Annual Avg. = \$358,500	See Below	\$ 107,550
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Local Government Code Chapters 380/381	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freeport Exemptions	N/A	N/A	N/A	N/A	N/A	N/A
Non-Annexation Agreements	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise Zone/Project	N/A	N/A	N/A	N/A	N/A	N/A
Economic Development Corporation	N/A	N/A	N/A	N/A	N/A	N/A
Texas Enterprise Fund	N/A	N/A	N/A	N/A	N/A	N/A
Employee Recruitment	N/A	N/A	N/A	N/A	N/A	N/A
Skills Development Fund	N/A	N/A	N/A	N/A	N/A	N/A
Training Facility Space and Equipment	N/A	N/A	N/A	N/A	N/A	N/A
Infrastructure Incentives	N/A	N/A	N/A	N/A	N/A	N/A
Permitting Assistance	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
Other:	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL				358,500		107,550

Additional information on incentives for this project:

County Terms: Roseland Solar, LLC has applied for and anticipates receiving a Tax abatement structured as follows: Year 1 through 10 - 85%

TAB 15

Economic Impact Analysis, other payments made in the state or other economic information (if applicable)

None

TAB 16

Description of Reinvestment Zone or Enterprise Zone, including:

- a) Evidence that the area qualifies as an enterprise zone as defined by the Governor's office
- b) Legal description of reinvestment zone*
- c) Order, resolution, or ordinance established the reinvestment zone*
- d) Guidelines and criteria for creating the zone*

- a) Not applicable
- b) Will be submitted once Falls County create the Reinvestment Zone
- c) Will be submitted once Falls County create the Reinvestment Zone
- d) See Attached Falls County Guidelines and Criteria

Resolution

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE JURISDICTION OF FALLS COUNTY, TEXAS.

WHEREAS, the creation and retention of job opportunities that bring new wealth is one of the highest civic priorities; and,

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

WHEREAS, Falls County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

WHEREAS, any tax incentives offered in Falls County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

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

WHEREAS, Texas laws requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by minimum votes, as provided by said state law; and,

WHEREAS, these guidelines and criteria shall not be constructed as implying or suggesting that the County of Falls, or any other taxing jurisdiction, is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

WHEREAS, these guidelines and criteria are approved for circulation to all affected taxing jurisdiction for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements;

NOW THEREFORE BE IT RESOLVED THAT, said guidelines and criteria are as follows:

Sec. 1. Definitions

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, and certain personal property, in a reinvestment zone designated by the County of Falls for economic development purposes.

(b) "Affected jurisdiction" means the County of Falls, and any other taxing jurisdiction with any substantial parts of its area located in Falls County; and that levies ad valorem taxes and provides services to property located in said County; and that chooses to participate in tax abatement agreements by, or pursuant to, these guidelines.

(c) "Agreement" means a contractual agreement between a property owner or lessee, or both,

and an affected jurisdiction for the purposes of tax abatement.

(d) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement, plus the agreed-upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(e) "Deferred maintenance" means improvements necessary for continued operations that do not improve productivity or alter the process technology.

(f) "Distribution Center Facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, primarily to receive, store, service, or distribute goods or materials owned by the facility operator.

(g) "Expansion" means the addition of permanent building and structures, fixed machinery and equipment for purposes of increasing production capacity.

(h) "Facility" means property improvements completed or in the process of construction that together comprise an integral whole.

(i) "Manufacturing Facility" means permanent buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of permanent buildings and structures, alteration, or installation of permanent buildings and structures, fixed machinery and equipment. Modernization shall include improvements for the purposes of increasing productivity or updating the technology of machinery or equipment or both.

(k) "New Facility" means a property previously undeveloped that is placed into service by means other than by, or in conjunction with, expansion or modernization.

(l) "Other basic industry" means permanent buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used, for the production of products or services that primarily serve a market that result in the creation of new permanent jobs, and that bring in new wealth.

(m) "Productive life" means the number of years a property improvement is expected to be in service in a facility.

(n) "Regional entertainment facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.

(o) "Research facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used primarily for the research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(p) "Regional service facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, to service goods.

(q) "Renewable Energy Resource" means a resource which produces energy derived from renewable energy technologies, as defined in PUC Substantive Rule 25.5.

Sec. 2. Criteria for Abatement and Designation a Reinvestment Zone.

(a) Authorized facility. A facility may be eligible for abatement if it is a manufacturing facility, research facility, distribution center or regional service facility, regional entertainment facility, renewable energy resource, or other basic industry.

(b) Creation of new value. Abatement may be granted only for the additional value of eligible property improvements made subsequent to, and specified in, an abatement agreement between Falls County and the property owner or lessee, subject to such limitation as Falls County may require.

(c) New and existing facilities. Abatement may be for new facilities and improvements to existing facilities purposes of modernization or expansion.

(d) Eligible property. Abatement may be extended to the value of permanent buildings and structures, fixed machinery and equipment, and certain other personal property, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.

(e) Ineligible property. The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased, except as provided in Section 2 (f); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, that are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

(f) Owned and Leased Facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Value and term of abatement. A tax abatement agreement granted by Falls County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% of the ad valorem property taxes assessed.

(h) Economic qualification. In order to be eligible to receive tax abatement the planned improvement:

(1) must be expected to prevent the loss of employment, retain employment, or create employment on a permanent basis.

(2) must not be expected to solely or primarily have the effect of transferring employment from

one part of the County of Falls to another; and,

(i) Existing business. Recognizing the importance of cosmetic improvements to the community of those existing businesses that modernize or expand over and above normal repair and upkeep, they may be granted a two-year tax abatement of the amount of value the facility is increased. (If a business has a building appraised at \$50,000.00 and modernization or expansion changes the appraised value to \$100,000.00, \$50,000.00 of the new value could be abated for two years beginning January 1 after the year completed.)

(j) Taxability. From the execution of the abatement agreement to the end of the agreement period taxes shall be assessed as follows:

(1) the value of ineligible property as provided in Section 2 (e) shall be fully taxable; and,

(2) the base year value of existing eligible property as determined each year shall be fully taxable; and,

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g, h, &i).

Sec. 3. Application and Hearing

(a) Any present or potential owner of taxable property in the jurisdiction of the Taxing Entities of the County of Falls, Texas may request tax abatement by filing a written request with the Falls County Commissioners Court via the office of the County Judge Electronic or facsimile transmission of documents, while informative, do not meet the requirements of this Section.

(b) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken including their estimated cost; a descriptive list of the improvements that will be a part of the facility; a map and property description; and a time schedule for undertaking and completing the planned improvements and an estimate of the number of jobs created or preserved

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the application.

The application form requires financial and other information that may be appropriate for evaluating the financial capacity of the applicant and any other factors.

(c) After receipt of an application, the Commissioners Court shall determine within forty-five(45) days how to proceed with the application. Within this time frame, the Commissioners Court shall choosetodeny the application, consider the application, or consider the application on an expedited basis:

(d) Consideration of Application. If the County determines that the application should be further considered, then the County Judge shall schedule a hearing to obtain public input on the

application. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. the Commissioners' Court shall pass an order creating the reinvestment zone for the project and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement as submitted or as modified by the Court or to decline. The approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) Expedited Consideration of Application. If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. In the manner prescribed by Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought along with a copy of the proposed tax abatement agreement. and must publish notice of the hearing time, place and subject in the local newspaper. During the Commissioners' Court meeting, the Commissioners' Court shall evaluate the application against the criteria in Sections 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners' Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement, vote to modify the agreement or decline to enter into the agreement. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) Confidentiality. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement under this chapter that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

(g) When the abatement is disapproved, an applicant may be granted a review, or rehearing, in which a new application and hearing may be required.

(h) Tax abatement may not be approved if the County finds that the application therefore was filed after the commencement of the construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.

(i) Request for variance from the provisions of Section 2 may be made in written form to the Commissioners' Court of Falls County. Such request shall include all the items listed in Section 3 (b) above, together with a complete description of the circumstances that prompt the applicant to request variance. The approval process for a variance shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

Sec. 4. Standards for denying Approval of Abatement.

(a) If any affected jurisdiction is able to conclusively show cause in the public hearing why the granting of the abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity, or the providing of services, Falls County shall deny the approval of abatement.

(b) An abatement agreement shall not be granted if it is determined that:

(1) there would be substantial adverse effect on the providing of government services or tax basis;

(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health, or morals; or,

(4) codes or laws would be violated.

Sec. 5. Effect of Approval of Application

Falls County Commissioners' Court acts only for the taxing entity of Falls County and for no other taxing entity within Falls County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the effected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Sec. 6. Tax Abatement Agreements

The Falls County Commissioners' Court after approval of an application shall enter into an agreement with the applicant. Such agreements shall be executed with the owner of the facility, and with the lessee when required. Such agreements shall include:

(1) the estimated value to be abated and the base year value;

(2) the percentage of value to be abated each year as provided in Sec. 2 (g, h, &i);

(3) the commencement date and the termination date of abatement;

(4) the proposed use of the facility, nature of construction, time schedule, map, property description, and improvements list as provided in application, Section 3 (b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration, and assignment as provided in Sections 2 (a), 2 (f), 2 (g, h, &i), 7, 8, and 9.

(6) size of investment and number of jobs involved along with qualifiers as applicable including distinguishing between full, part time and seasonal jobs and general skills and paygrades. Such agreement be executed within 30 days after the applicant has forwarded all necessary information and documentation to the County; and

(7) the agreement shall stipulate that employees, or designated representatives, or both, of

Falls County will have access to the reinvestment zone during the terms of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of 24 hours prior notice and will be conducted in such a manner that they will not unreasonably interfere with the construction or operation or both of the facility. All inspections will be made in the presence of one or more representatives of the company or individual and in accordance with the safety standards of the company or individual. The agreement shall further stipulate the form and frequency of the required reporting to demonstrate both initial and ongoing compliance.

Sec. 7 Recapture

(a) If the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason excepting casualty or accident or natural disaster, for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within 60 days from the date of termination.

(b) If the Falls County Commissioners' Court determines that the company or individual is in default according to the terms and conditions of its agreement, the Commissioners' Court shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within 30 days from the date of such notice ("cure period"), then the agreement may be terminated.

(c) If the company or individual (1) allows its ad valorem taxes owed to the County of Falls, or any other taxing entity in Falls County, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest or both; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure-period, or (3) has liens or judgments filed against it by the IRS or (4) defaults in the payments of obligations to its creditors or is subject to a voluntary or involuntary transfer for the benefit of its creditors then the agreement may then be terminated by Falls County, and all taxes previously abated by virtue of the agreement will be recaptured and payable within 60 days of the termination.

Sec. 8. Administration

(a) The Chief Appraiser of the Falls County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, any company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the chief appraiser shall notify the affected jurisdictions that levy taxes of the amount of the assessment.

(b) Upon completion of construction, a designated representative of Falls County shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and shall make a report to the Commissioners' Court regarding the findings of each evaluation.

Sec. 9. Assignment

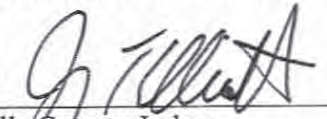
Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Falls County Commissioners Court, subject to the financial capacity of the assignee and provided that all conditions and obligations in the

abatement agreement are guaranteed by the execution of a new contractual agreement between the new owner and Falls County. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner, or the new lessee are liable to any taxing entity in Falls County for outstanding delinquent taxes or other obligations.

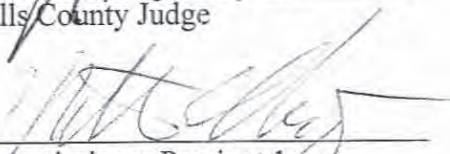
Sec. 10. Sunset Provision

The guidelines and criteria are effective upon the date of their adoption and will remain in force for two years unless amended by a three-quarters vote of the Falls County Commissioners' Court, at which time the tax abatement contracts created according to these provisions will be reviewed to determine whether or not the goals have been achieved. Based on that review, the guidelines and criteria may be further modified, renewed or eliminated.

Moved, Seconded, and Passed Unanimously, This the 10th day of July 2019.



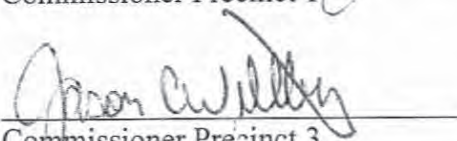
Falls County Judge



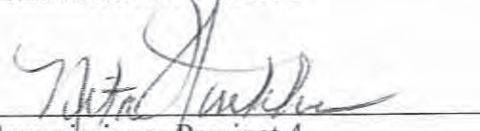
Commissioner Precinct 1



Commissioner Precinct 2

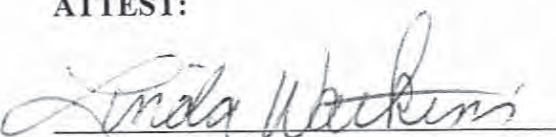


Commissioner Precinct 3



Commissioner Precinct 4

ATTEST:



Falls County Clerk



FALLS COUNTY TAX ABATEMENT APPLICATION
FOR
ECONOMIC DEVELOPMENT INCENTIVES

PROPERTY/PROJECT DESCRIPTION

1. Property Owner:

Mailing Address:

Telephone:
2. Project Sponsor:
(If different than property owner)
Mailing address:

Telephone:
3. Applicant's Representative:

Telephone:
4. Property Address:

Legal Description:

(provide attachment if by metes and bounds)
5. Located within: (School or other taxing district)
6. Description of Project:
7. Date(s) projected for occupation of project/initiation of operations:
8. Employment Impact
 - a. How many jobs will be brought to Falls County?
 - b. What types of jobs will be created?
 - c. What will the total annual payroll be?

9. Fiscal Impact

- a. How much real and personal property value will be added to the tax roles?
- b. How much direct sales tax will be generated?
- c. How will this project affect existing business and/or office facilities?
- d. What infrastructure construction would be required?
- e. What is the total annual operation budget of this facility projected to be?

10. Community Impact

- a. What effect would the project have on the local housing market?
- b. What environmental impact, if any, will be created by the project?

11. Type and value of incentive requested:



TAB 17

Signature and Certification Page; signed and dated by Authorized School District Representative and
Authorized Company Representative (applicant)

See Attached

SECTION 16: Authorized Signature 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

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

Signature (Authorized School District Representative)

Date

9-16-2019

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

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

sign
here

Signature (Authorized Company Representative (Applicant))

Date

9/16/19



(Notary Seal)

Patricia J Shorr
Notary Public, State of Ohio
My Commission Expires 08-29-2024

GIVEN under my hand and seal of office this, the

16th day of September 2019
Patricia J. Shorr
Notary Public in and for the State of Texas Ohio

My Commission expires:

8-29-2024

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.

EXHIBIT D

Amendment to Application



CUMMINGS WESTLAKE

PROPERTY TAX ADVISORS

October 10, 2019

Morgan Beam
Walsh Gallegos Trevino Russo & Kyle P.C.
10375 Richmond Ave. #1357
Houston, Texas 77042

Morgan;

Attached please find the hard copies of the Amended Application pages for the Roseland Solar LLC (Application # 1426 in Riesel ISD).

The changes to the original Application are as follows in response to the September 27, 2019 e-mail from Comptroller staff (copy attached)

Response to Item 1 (Section 1)

- a. Page 1, Section 1, Question 1 - The spelling of the ISD name has been corrected.
- b. Page 2, Section 1, Question 4 - The date the district determined the application complete has been supplied.

Response to Item 2 (Section 2, Question 4)

At the time the Application was submitted to Riesel ISD, an Application to Mart ISD had not been submitted. Subsequently the Application to Mart ISD was made. Page 3, Section 4 has been amended to show that Application #1430 was recently submitted.

Response to Item 3 (Section 5).

- a. Tab 3 has been amended to reflect that Hecate Energy Roseland Solar LLC is not a combined group as defined by Tax Code Section 171.0001(7) so the response to Question 4 should be "No"
- b. Because the Applicant is not a combined group, Question 4 is not applicable so "N/A has been marked

Response to Item 4 (Section 10, Question 4)

Page 5, Section 10, Question 4 has been amended to reflect the same County tax rate shown in Tab 6.

Response to Item 5 (Tab 3)

Tab 3 has been amended to reflect that Hecate Energy Roseland Solar LLC is not a combined group as defined by Tax Code Section 171.0001(7).

Response to item 6 (Tab 6)

Maps have been added that show the project boundaries for both Riesel ISD and Mart ISD.

Response to Item 7 (Tab 11)

- a. A revised Vicinity map is provided clearly identifying the project boundary is within the Reinvestment Zone, Riesel ISD and Falls County.
- b. Map showing only the qualified property in Riesel ISD has been provided

Response to Item 8 (Tab 7 and Tab 8)

- a. "but is not limited to" language has been removed.
- b. Requested language has been substituted for original language.
- c. Listed qualified property has been edited to remove Maintenance and Operations building. All other qualified property listed in Tabs 7 and 8 corresponds to improvements shown in the revised map in tab 11.
- d. Information pertaining to Application #1430 has been removed. PV panel listed in Tabs 7 & 8 pertain only to the Riesel ISD Application.

New Signature Page

Notarized signature page for this response is provided.

Please let me know if you have questions or need additional information.

Sincerely,



Sam A. Gregson
Senior Consultant

From: [Tabita Collazo](#)
To: [Morgan Beam](#); aboggs@hecateenergy.com; [Sam Gregson](#)
Cc: [Stephanie Jones](#)
Subject: APP 1426-Riesel ISD- Hecate Energy Roseland Solar, LLC- Information Required
Date: Friday, September 27, 2019 12:31:20 PM

In reviewing Application 1426, I have noted the following items that will require revision or further clarification. In lieu of sending a deficiency letter, I am requesting to have the following issues resolved per this email. Please review and submit a response by **Monday, October 14th**. If these issues are not resolved and I do not receive the information by the date above, then a deficiency letter may be issued.

1. Section 1
 - a. Q1. Misspelled Riesel ISD
 - b. Q4. Missing date
2. Section 4 Q4. Mark “yes” and list 1430-Roseland Solar LLC
3. Section 5
 - a. Q2. It should be answered as “yes”
 - b. Q4. Provide more information for why it was answered “N/A”
4. Section 10 Q4. Under “County” the tax rate does not match what is listed Tab 6
5. Tab 3 provide tax id for Hecate Energy Inc. (Only Hecate Energy Roseland Solar, LLC tax id was provided)
6. Tab 6. Provide a map showing both project boundaries for application 1426 (Riesel ISD) and 1430 (Mart ISD). Be advised that each application
7. Tab 11. Based on the original included maps, we are unable to determine the project boundary that applies only to application 1426. This application should only reference the project boundary that resides in Riesel ISD. You will need to provide new maps, see below
 - a. Vicinity Map. Will need to show the project boundary is within Reinvestment Zone, Riesel ISD, and Falls County. Include a legend, landmarks (i.e. roads), the borders are darker and the project area is clearly visible and labeled as “Project Boundary”
 - b. Qualified Property Map. Only shows the qualified property that pertains to 1426 Hecate Energy Roseland Solar, LLC. Also the Qualified property should match what is listed on Tab 8.
8. Tab 7 and 8.
 - a. Remove language “but is not limited to.” If you wish, you may replace with “eligible ancillary and necessary equipment.”
 - b. Replace language. “This application covers all qualified property within Riesel ISD..” with “This application covers all qualified property in the reinvestment zone and project boundary within Riesel ISD...”
 - c. Verify listed qualified property only pertains to this project only. (Should match the Qualified Property Map in Tab 11)
 - d. Information listed in Tab 7 and 8 should pertain only to App 1426 therefore, remove the information about App 1430- Roseland Solar, LLC (add this information to Tab 4). Also make sure that the PV panels and MW related to this app are listed

A new signature page is required for this amendment. Be advised that a copy or picture of the new signature page will suffice with the amendment. Include the submission date and amendment number on each corrected page.

I will issue a completeness letter once I receive the information and all outstanding issues are resolved. If the deadline above cannot be met, please notify me to let me know when our office can expect your submission.

Have a nice day,
Tabita Collazo
Research Analyst
Economic Development & Local Government
Data Analysis & Transparency Division
Texas Comptroller of Public Accounts
111 East 17th Street, Room 427
Austin, Texas 78774
Phone: (512) 475-5626
tabita.collazo@cpa.texas.gov

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

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

September 16, 2019

Date Application Received by District

Brandon

First Name

Cope

Last Name

Superintendent

Title

Riesel Independent School District

School District Name

600 E. Frederick

Street Address

600 E. Frederick

Mailing Address

Riesel

City

254-896-5000

Phone Number

254-715-6019

Mobile Number (optional)

TX

State

76682

ZIP

Fax Number

bcope@rieselisd.org

Email Address

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)*

Morgan	Beam
First Name	Last Name
Associate	
Title	
Walsh Gallegos Trevino Russo & Kyle P.C.	
Firm Name	
713-789-6864	713-789-9318
Phone Number	Fax Number
	mbeam@wabsa.com
	Email Address
Mobile Number <i>(optional)</i>	

4. On what date did the district determine this application complete? September 17, 2019
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)*

Andrew	Boggs	
First Name	Last Name	
Director, Development	Hecate Energy LLC	
Title	Organization	
621 West Randolph Street		
Street Address		
621 West Randolph Street		
Mailing Address		
Chicago	Illinois	60661
City	State	ZIP
612-636-7953	312-284-4514	
Phone Number	Fax Number	
	ABoggs@hecateenergy.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)

Sam	Gregson
First Name	Last Name
Senior Consultant	
Title	
Cummings Westlake LLC	
Firm Name	
713-266-4456	713-266-2333
Phone Number	Fax Number
sgregson@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No
- The total fee shall be paid at 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? Hecate Energy Roseland Solar LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32070337533
3. List the NAICS code 221114
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☒ Yes ☐ No
- 4a. If yes, please list application number, name of school district and year of agreement
- Application 1430 was recently submitted to Mart ISD

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☐ Yes ☒ No
- 2a. If yes, attach in **Tab 3** a copy of 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 9: Projected Timeline

1. Application approval by school board March 2020
2. Commencement of construction February 1, 2021
3. Beginning of qualifying time period January 1, 2021
4. First year of limitation January 1, 2023
5. Begin hiring new employees March 2022
6. Commencement of commercial operations May 31, 2022
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? May 31, 2022

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Falls County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Falls CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Falls County; 100%; \$0.948 City:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Hospital District: Water District:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Other (describe): See Tab 6 Other (describe):
(Name, tax rate and percent of project) (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/.

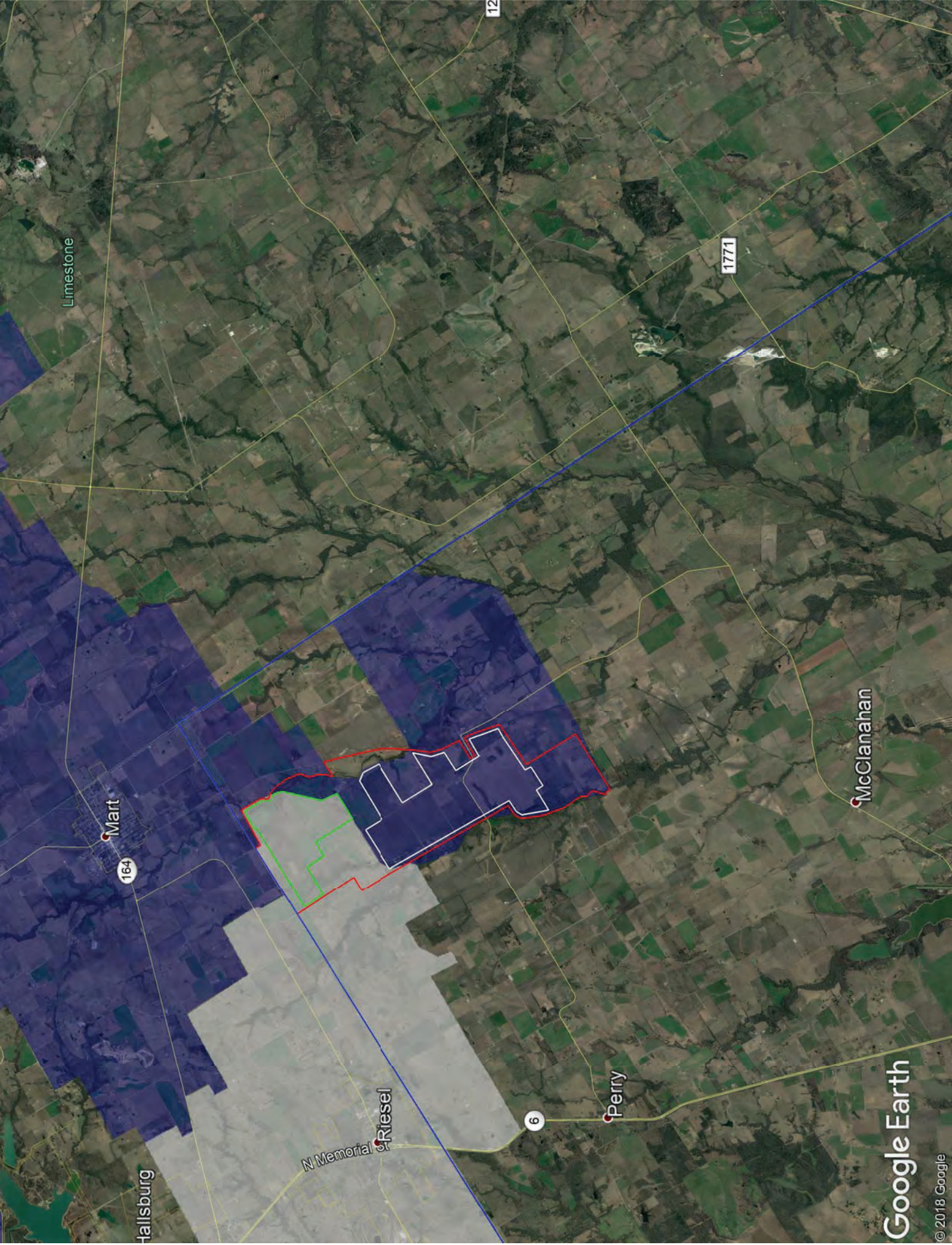
1. At the time of application, what is the estimated minimum qualified investment required for this school district? 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 30,000,000.00
Note: The property value limitation amount is based on property values available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

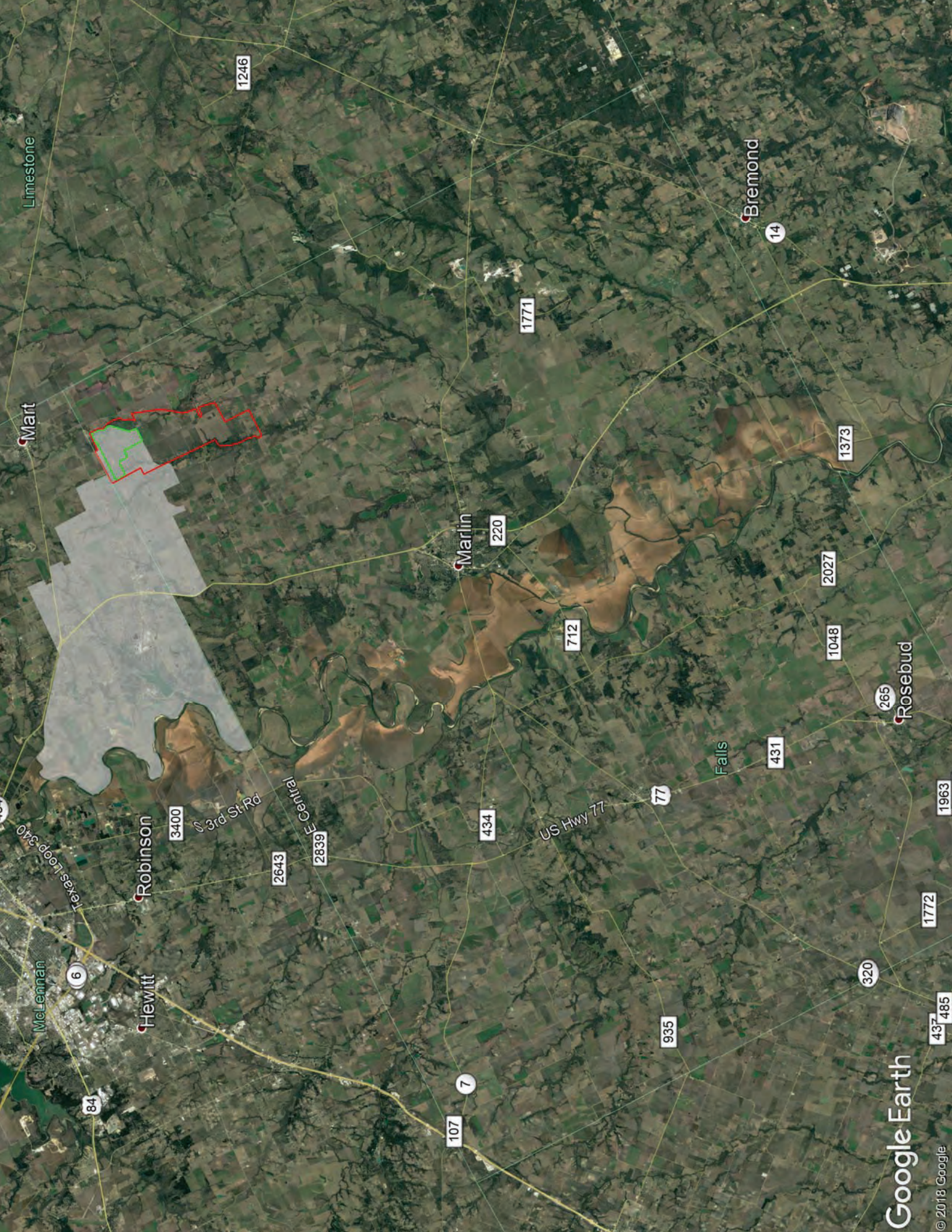


TAB 3

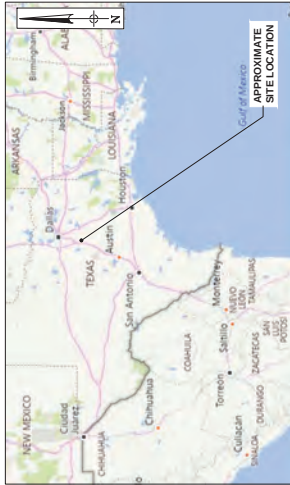
Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation (if applicable)

Hecate Energy Roseland Solar is not a combined group as defined by Tax Code Section 171.0001(7). Please see attached Franchise tax Certificate.

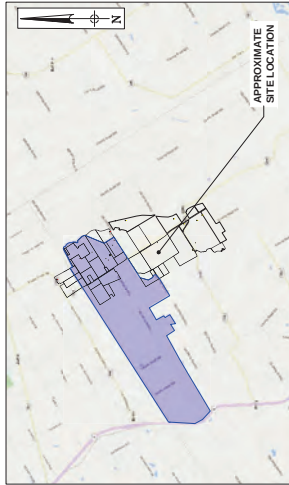




KEY MAP



MART & RIESEL ISD MAP



NOTES:

1. THIS CONCEPTUAL LAYOUT IS BASED SOLELY ON AERIAL PHOTOGRAPHS
2. NO VERIFICATION OF SOIL CAPACITY WAS CONDUCTED. A FULL GEOTECHNICAL ANALYSIS IS SUGGESTED.

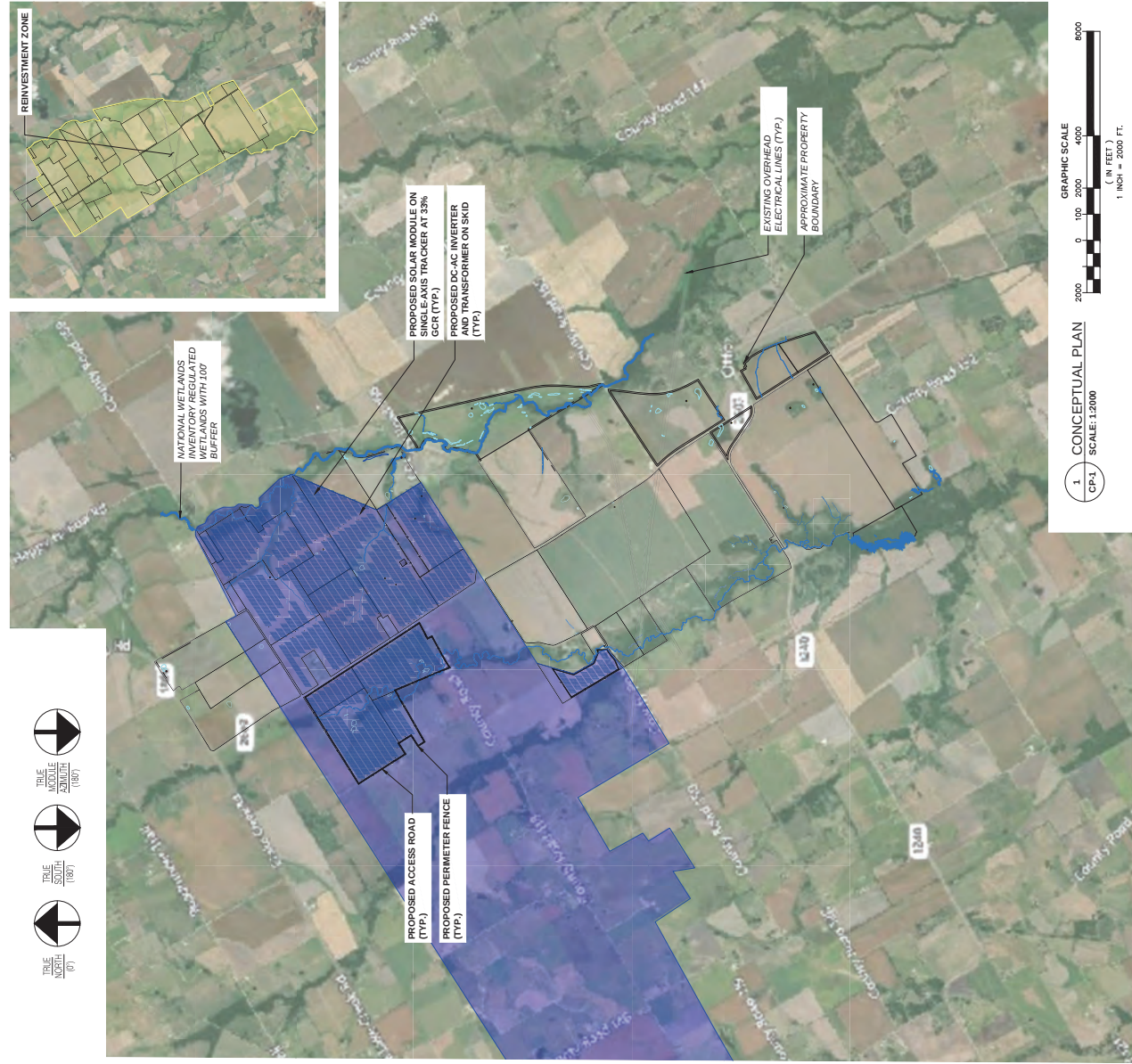
PV SYSTEM SPECIFICATIONS:

1. PV MODULES: RISEN 380W
2. DC-TO-AC INVERTERS: 15KW INVERTERS (OR LARGER) (20 PER SKID)
3. MEDIUM AND HIGH VOLTAGE ELECTRIC CABLING: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
4. MOUNTING STRUCTURES: ATI OR NEXTRACKER SINGLE AXIS TRACKER
5. PROJECT SUBSTATION: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
6. TRANSMISSION LINE: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
7. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
8. METEOROLOGICAL EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
9. ASSOCIATED EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE



APPROXIMATE PV SYSTEM SIZING

ARRAY AREA	MODULE SIZE	MODULE COUNT	ARRAY SIZE (kW dc)	INVERTER COUNT
RIESEL ISD	380	608000	231040.00	75



WHITMAN
Professional Consulting Engineers & Architects
7 PULASKI HILL ROAD
CHANDLER, IN 46512
TEL: (773) 390-9406
FAX: (773) 390-9406

SEAL

DRAWING NOTES
1. IF THIS DRAWING DOES NOT CONTAIN THE ENGINEER'S SEAL, IT IS NOT A VALID DOCUMENT AND SHOULD NOT BE USED FOR ANY PURPOSE.
2. THIS DRAWING HAS BEEN PREPARED AS A CONCEPTUAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE.
3. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE.

Hecate Energy
HECATE ENERGY
621 W. RANDOLPH STREET
CHICAGO, IL 60661
hecateenergy.com

NO.	DATE	REVISION DESCRIPTION
0	10/09/13	PRELIMINARY SUBMISSION
1	10/09/13	COMMENTS INCORPORATED
2	10/09/13	COMMENTS INCORPORATED
3		
4		
5		
6		
7		
8		
9		

PROJECT: 187.5 MW (AC)
GROUND MOUNTED
PHOTOVOLTAIC SYSTEM
ROSELAND SOLAR
COUNTY ROAD 165
RIESEL, TX
FALLS COUNTY

CLASS	DATE	PROJECT NO.	PROJECT NAME
AS SHOWN	10/09/13	187.5 MW (AC)	GROUND MOUNTED PHOTOVOLTAIC SYSTEM
REVISION NO.	DATE	PROJECT NO.	PROJECT NAME
1	10/09/13	187.5 MW (AC)	GROUND MOUNTED PHOTOVOLTAIC SYSTEM

DRAWING TITLE:

CONCEPTUAL PLAN

CP-1

1 OF 1

THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, WITHOUT THE WRITTEN AGREEMENT OF WHITMAN IS PROHIBITED. COPYRIGHT 2013, WHITMAN. DO NOT SCALE THIS DRAWING

TAB 7

Description of Qualified Investment

Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 8

Description of Qualified Property

Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Hecate Energy Roseland Solar LLC is requesting an Appraised Value Limitation from Riesel Independent School District for the Hecate Energy Roseland Solar LLC Project (the “Project”), a proposed solar powered electric generating facility in Falls County. The proposed Riesel ISD Project (this Application) would be constructed within a Reinvestment Zone that will be created by Falls County prior to execution of the Value Limitation Agreement. A map showing the location of the project is included in Tab 11. The project is also known by the name Roseland Solar. The Project IGNR Number is 20INR0205 and was assigned on October 25, 2018.

The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County with a total capacity of 500 MW. It is anticipated that 40% of the total project or 668,973 panels and associated inverters would be in Riesel ISD. Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will depend upon the panels and inverters selected, manufacturers availability and prices, ongoing engineering design optimization and the final megawatt generating capacity of the Project when completed. Current plans are to install approximately 668,973 PV panels and associated inverters within Riesel ISD. The Applicant requests a Value Limitation for all materials and equipment installed for the Project, including underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Construction of the Project is anticipated to begin in February 2021 with completion by May 2022.

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** ▶

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

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** ▶

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

**sign
here** ▶

Signature (Authorized Company Representative (Applicant))

Date

10/11/19



GIVEN under my hand and seal of office this, the

11 day of October, 2019

Chiquita Ware
Notary Public in and for the State of Georgia

My Commission expires: July 30, 2023

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.

Texas Comptroller of Public Accounts

Trainer
Form 50-296-A

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

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

BC

Signature (Authorized School District Representative)

10/15/2019

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

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

sign
here

Andrew Boggs

Signature (Authorized Company Representative (Applicant))

10/11/19

Date



GIVEN under my hand and seal of office this, the

11 day of October, 2019

Chiquita Ware
Notary Public in and for the State of Georgia

My Commission expires: July 30, 2023

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.

EXHIBIT E

Comptroller's "Completeness" Letter



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

October 29, 2019

Brandon Cope
Superintendent
Riesel Independent School District
600 E. Frederick
Riesel, TX, 76682

Re: Application for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Riesel Independent School District and Hecate Energy Roseland Solar, LLC, Application 1426

Dear Superintendent Cope:

On September 18, 2019, the Comptroller's office received Hecate Energy Roseland Solar, LLC's (applicant) application for a limitation on appraised value (Application 1426) from Riesel Independent School District (school district).

The purpose of this letter is to inform you that the Comptroller's office has reviewed the submitted application and determined that it includes the information necessary to be determined as complete on October 29, 2019.

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

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

Should you have any questions, please contact Tabita Collazo with our office. She can be reached by email at tabita.collazo@cpa.texas.gov or by phone toll-free at 1-800-531-5441, ext. 5- 5626 or at 512-475- 5626.

Sincerely,

Will Counihan
Director
Data Analysis & Transparency Division

cc: Morgan Beam, Walsh Gallegos Trevino Russo & Kyle, P.C.
Andrew Boggs, Hecate Energy, LLC
Sam Gregson, Cummings Westlake LLC

EXHIBIT F

Independent Economic Impact Report

**Summary of the District's Financial Impact
of Chapter 313 Agreement
with Hecate Energy Roseland Solar, LLC**

February 12, 2020



MCDOWELL
School Finance
CONSULTING

**Summary of Riesel ISD Financial Impact
of the
Limited Appraised Value Application
from
Hecate Energy Roseland Solar, LLC**

Introduction

Hecate Energy Roseland Solar, LLC applied for a property value limitation from Riesel Independent School District under Chapter 313 of the Tax Code. The application was submitted on September 16, 2019 and subsequently approved for consideration by the Riesel ISD Board of Trustees. Hecate Energy Roseland Solar, LLC (“Roseland Solar”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

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

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

Riesel ISD Financial Impact of Chapter 313 Agreement

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

Years Prior to Start of Value Limitation Period:

The tax years prior to the start of the value limitation period are considered the “Prior to Start of Value Limitation Period” and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant has requested that tax years 2021 & 2022 are the years that are Prior to the Start of Value Limitation Period.

Value Limitation Period:

During the ten years of the Value Limitation Period, the qualifying entity’s taxable value will be reduced to the Minimum Limitation Amount for the applicable school district as determined by the State Comptroller’s Office. Riesel ISD is considered a Rural category 1 District as categorized with total taxable value of industrial property of at least \$200 million. Thus, Riesel ISD has a Minimum Qualified Investment amount of \$30 million and a Minimum Limitation Amount of \$30 million. A qualifying entity’s taxable value would be reduced to \$30 million during this ten year period of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Riesel ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy. The applicant has requested that the Value Limitation Period to begin in tax year 2023 and continue through tax year 2032.

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

Tax years 2033 through 2037 will be the final five years of the agreement and the applicant agrees to maintain a viable presence with this project during this time.

Riesel ISD Financial Impact of Chapter 313 Agreement

Taxable Value Projections from Application

The following data shows the projected taxable values that Roseland Solar reported in the application to the District:

	Year	School Year	Tax Year	Projected Taxable Value	Actual Taxable Value with Agreement
Each Year Prior to Start of Value Limitation Period	0	2021-2022	2021	\$0	\$0
	0	2022-2023	2022	\$25,000,000	\$25,000,000
	1	2023-2024	2023	\$130,340,000	\$30,000,000
Value Limitation Period	2	2024-2025	2024	\$119,896,000	\$30,000,000
	3	2025-2026	2025	\$108,626,000	\$30,000,000
	4	2026-2027	2026	\$96,446,000	\$30,000,000
	5	2027-2028	2027	\$83,300,000	\$30,000,000
	6	2028-2029	2028	\$69,104,000	\$30,000,000
	7	2029-2030	2029	\$53,774,000	\$30,000,000
	8	2030-2031	2030	\$37,212,000	\$30,000,000
	9	2031-2032	2031	\$28,000,000	\$30,000,000
	10	2032-2033	2032	\$28,000,000	\$30,000,000
	11	2033-2034	2033	\$28,000,000	\$28,000,000
Continue to Maintain Viable Presence	12	2034-2035	2034	\$28,000,000	\$28,000,000
	13	2035-2036	2035	\$28,000,000	\$28,000,000
	14	2036-2037	2036	\$28,000,000	\$28,000,000
	15	2037-2038	2037	\$28,000,000	\$28,000,000
	16	2038-2039	2038	\$28,000,000	\$28,000,000
Additional Years for 25 Year Economic Impact Study	17	2039-2040	2039	\$28,000,000	\$28,000,000
	18	2040-2041	2040	\$28,000,000	\$28,000,000
	19	2041-2042	2041	\$28,000,000	\$28,000,000
	20	2042-2043	2042	\$28,000,000	\$28,000,000
	21	2043-2044	2043	\$28,000,000	\$28,000,000
	22	2044-2045	2044	\$28,000,000	\$28,000,000
	23	2045-2046	2045	\$28,000,000	\$28,000,000
	24	2046-2047	2046	\$28,000,000	\$28,000,000
	25	2047-2048	2047	\$28,000,000	\$28,000,000

Riesel ISD Financial Impact of Chapter 313 Agreement

Taxable Value Impact from LAVA

The “Additional Value from Roseland Solar” represents the values that the company estimated as their taxable values in the application that was filed with the district. During tax years 2023 through 2032, the company’s taxable value will be limited to the \$30,000,000 Minimum Limitation Amount of Riesel ISD.

TABLE I- Calculation of Taxable Value:

Tax Year	Additional Value From Roseland Solar	Minimum Limitation Amount	Abated Value	Taxable Value
Jan. 1, 2020	0	n/a	0	0
Jan. 1, 2021	0	n/a	0	0
Jan. 1, 2022	25,000,000	n/a	0	25,000,000
Jan. 1, 2023	130,340,000	(30,000,000)	100,340,000	30,000,000
Jan. 1, 2024	119,896,000	(30,000,000)	89,896,000	30,000,000
Jan. 1, 2025	108,626,000	(30,000,000)	78,626,000	30,000,000
Jan. 1, 2026	96,446,000	(30,000,000)	66,446,000	30,000,000
Jan. 1, 2027	83,300,000	(30,000,000)	53,300,000	30,000,000
Jan. 1, 2028	69,104,000	(30,000,000)	39,104,000	30,000,000
Jan. 1, 2029	53,774,000	(30,000,000)	23,774,000	30,000,000
Jan. 1, 2030	37,212,000	(30,000,000)	7,212,000	30,000,000
Jan. 1, 2031	28,000,000	(28,000,000)	0	28,000,000
Jan. 1, 2032	28,000,000	(28,000,000)	0	28,000,000
Jan. 1, 2033	28,000,000	n/a	0	28,000,000
Jan. 1, 2034	28,000,000	n/a	0	28,000,000
Jan. 1, 2035	28,000,000	n/a	0	28,000,000
Jan. 1, 2036	28,000,000	n/a	0	28,000,000
Jan. 1, 2037	28,000,000	n/a	0	28,000,000

Riesel ISD Financial Impact of Chapter 313 Agreement

Roseland Solar's Tax Benefit from Agreement

The projected amount of the net tax savings for Roseland Solar is \$3.36 million over the life of the Agreement. This net savings is after all tax savings and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement.

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

- The District has held a tax ratification election and the study projects that it will maintain the maximum M&O tax rate allowable that doesn't require an additional voter election for the life of this agreement.
- The district has outstanding bonds that are scheduled to payoff in 2040. This district's annual debt payment is approximately \$1,700,000. The debt rates below are calculated rates using the projected taxable values with the addition of Roseland Solar estimated taxable values. The district could pursue a bond election and issue additional bonded debt during the life of this agreement.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Payment of District's Revenue Losses	Net Tax Savings
2019-2020	0.9700	0.563	0	0	0	0
2020-2021	0.9565	0.351	0	0	0	0
2021-2022	0.9432	0.348	0	0	0	0
2022-2023	0.9388	0.328	234,702	0	0	0
2023-2024	0.9344	0.268	1,217,956	937,622	(873,226)	64,396
2024-2025	0.9301	0.271	1,115,157	836,126	0	836,126
2025-2026	0.9258	0.274	1,005,640	727,906	0	727,906
2026-2027	0.9215	0.277	888,733	612,288	0	612,288
2027-2028	0.9172	0.242	764,030	488,869	0	488,869
2028-2029	0.9129	0.253	630,882	356,998	0	356,998
2029-2030	0.9087	0.250	488,648	216,036	0	216,036
2030-2031	0.9045	0.267	336,579	65,232	0	65,232
2031-2032	0.9003	0.268	252,082	0	0	0
2032-2033	0.8961	0.265	250,913	0	0	0
2033-2034	0.8920	0.262	249,749	0	0	0
2034-2035	0.8878	0.204	248,591	0	0	0
2035-2036	0.8837	0.204	247,439	0	0	0
2036-2037	0.8796	0.206	246,292	0	0	0
2037-2038	0.8755	0.208	245,151	0		
Totals			8,422,546	4,241,077	(873,226)	3,367,851

Riesel ISD Financial Impact of Chapter 313 Agreement

Financial Impact Study

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

- The current state funding formulas (in effect for 2019-2020 fiscal year) were used for state aid and recapture calculation purposes
 - Tier I - Basic Allotment of \$6,160 multiplied by the number of students in average daily attendance (ADA).
 - Level 1 of Tier II yield - \$98.56 - per weighted student in average daily attendance (WADA) per penny of tax effort
 - Level 2 of Tier II yield - \$49.28 – per WADA per penny of tax effort
- Use of current year property values for state funding calculations.
- Use of prior year property values for revenue protection payment calculations in accordance with Article IV of the Agreement.
- The district’s tax rate for maintenance & operations (M&O) for 2018-19 of \$1.04 will be compressed to \$0.97 for 2019-20 and is projected to decrease based on estimated statewide property tax growth. No future tax ratification elections are projected in the calculations.
- An annual taxable value increase of 1.0% was used to project the district’s taxable value, except as it related to the requested LAVA. The district’s 2019 taxable value was used as a baseline for all projections.
- The district’s enrollment is projected to increase; therefore, the projected ADA and WADA for school year 2019-2020 was increase by .5% per year for the life of the agreement.

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

Riesel ISD Financial Impact of Chapter 313 Agreement

Calculation of LAVA Impact on District's Finances

The tables displayed below (Table III, IV, V) show the different impacts on the school district's finances.

These scenarios were computed to compare the District's revenue without the additional taxable value

of Roseland Solar (Table III), the addition of Roseland Solar's taxable values without a Chapter 313

Agreement (Table IV), and the addition of Roseland Solar's taxable values with a Chapter 313 Agreement

(Table V).

TABLE III – District Revenues *without* Roseland Solar:

Fiscal Year	Total Taxable Value	Total M&O Taxes	State Revenue	State Revenue	Total State Revenue	Recapture Payment	Total District Revenue
			Tier I	Tier II			
2019-2020	484,355,129	4,624,280	1,945,742	207,299	2,153,041	0	6,777,321
2020-2021	489,198,680	4,605,602	2,254,770	230,626	2,485,396	0	7,090,998
2021-2022	494,090,667	4,587,058	2,306,902	231,221	2,538,123	0	7,125,181
2022-2023	499,031,574	4,611,210	2,317,725	231,386	2,549,111	0	7,160,321
2023-2024	504,021,890	4,635,389	2,326,541	231,405	2,557,946	0	7,193,335
2024-2025	509,062,108	4,660,091	2,341,988	231,335	2,573,323	0	7,233,414
2025-2026	514,152,729	4,684,825	2,348,829	231,190	2,580,019	0	7,264,844
2026-2027	519,294,257	4,709,591	2,360,294	231,351	2,591,645	0	7,301,236
2027-2028	524,487,199	4,734,385	2,374,480	231,664	2,606,144	0	7,340,529
2028-2029	529,732,071	4,759,206	2,382,501	232,153	2,614,654	0	7,373,860
2029-2030	535,029,392	4,784,576	2,394,839	231,790	2,626,629	0	7,411,205
2030-2031	540,379,686	4,809,980	2,407,341	231,935	2,639,276	0	7,449,256
2031-2032	545,783,483	4,835,415	2,415,622	231,827	2,647,449	0	7,482,864
2032-2033	551,241,318	4,860,880	2,427,606	231,933	2,659,539	0	7,520,419
2033-2034	556,753,731	4,886,918	2,441,742	232,741	2,674,483	0	7,561,401
2034-2035	562,321,268	4,912,442	2,454,597	232,342	2,686,939	0	7,599,381
2035-2036	567,944,481	4,938,547	2,462,448	232,123	2,694,571	0	7,633,118
2036-2037	573,623,926	4,964,684	2,473,642	232,128	2,705,770	0	7,670,454
2037-2038	579,360,165	4,990,852	2,486,170	232,196	2,718,366	0	7,709,218

Riesel ISD Financial Impact of Chapter 313 Agreement

TABLE IV- District Revenues *with Roseland Solar without* Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	Total M&O Taxes	State		Total State Revenue	Recapture Payment	Total District Revenue
			Revenue Tier I	Revenue Tier II			
2019-2020	484,355,129	4,624,280	1,945,742	207,299	2,153,041	0	6,777,321
2020-2021	489,198,680	4,605,602	2,254,770	230,626	2,485,396	0	7,090,998
2021-2022	494,090,667	4,587,058	2,306,902	231,221	2,538,123	0	7,125,181
2022-2023	524,031,574	4,708,207	2,228,843	221,486	2,450,329	0	7,158,536
2023-2024	634,361,890	5,273,151	1,728,287	179,336	1,907,623	0	7,180,774
2024-2025	628,958,108	5,228,402	1,810,037	183,510	1,993,547	0	7,221,949
2025-2026	622,778,729	5,177,231	1,889,311	187,806	2,077,117	0	7,254,348
2026-2027	615,740,257	5,118,945	1,980,645	192,765	2,173,410	0	7,292,355
2027-2028	607,787,199	5,053,086	2,082,070	198,257	2,280,327	0	7,333,413
2028-2029	598,836,071	4,978,962	2,185,372	204,788	2,390,160	0	7,369,122
2029-2030	588,803,392	4,895,881	2,302,772	210,549	2,513,321	0	7,409,202
2030-2031	577,591,686	4,803,037	2,428,769	216,686	2,645,455	0	7,448,492
2031-2032	573,783,483	4,771,501	2,491,494	220,209	2,711,703	0	7,483,204
2032-2033	579,241,318	4,816,697	2,483,339	220,314	2,703,653	0	7,520,350
2033-2034	584,753,731	4,862,346	2,476,903	221,653	2,698,556	0	7,560,902
2034-2035	590,321,268	4,908,450	2,469,870	221,282	2,691,152	0	7,599,602
2035-2036	595,944,481	4,955,016	2,456,275	220,503	2,676,778	0	7,631,794
2036-2037	601,623,926	5,002,048	2,446,143	220,509	2,666,652	0	7,668,700
2037-2038	607,360,165	5,049,550	2,436,896	220,577	2,657,473	0	7,707,023

TABLE V – District Revenues *with Roseland Solar with* Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	Total M&O Taxes	State		Total State Revenue	Recapture Payment	Payment for District Losses	Total District Revenue
			Revenue Tier I	Revenue Tier II				
2019-2020	484,355,129	4,624,280	1,945,742	207,299	2,153,041	0	0	6,777,321
2020-2021	489,198,680	4,605,602	2,254,770	230,626	2,485,396	0	0	7,090,998
2021-2022	494,090,667	4,587,058	2,306,902	231,221	2,538,123	0	0	7,125,181
2022-2023	524,031,574	4,708,207	2,228,843	221,486	2,450,329	0	0	7,158,536
2023-2024	534,021,890	4,797,584	2,173,096	219,525	2,392,621	0	873,226	8,063,431
2024-2025	539,062,108	4,842,676	2,167,676	219,485	2,387,161	0	0	7,229,837
2025-2026	544,152,729	4,888,219	2,152,771	218,785	2,371,556	0	0	7,259,775
2026-2027	549,294,257	4,934,217	2,142,564	218,945	2,361,509	0	0	7,295,726
2027-2028	554,487,199	4,980,675	2,134,638	219,257	2,353,895	0	0	7,334,570
2028-2029	559,732,071	5,027,598	2,120,101	220,273	2,340,374	0	0	7,367,972
2029-2030	565,029,392	5,051,734	2,134,229	219,940	2,354,169	0	0	7,405,903
2030-2031	570,379,686	5,075,903	2,148,021	220,085	2,368,106	0	0	7,444,009
2031-2032	573,783,483	5,082,457	2,174,766	220,767	2,395,533	0	0	7,477,990
2032-2033	579,241,318	5,106,770	2,187,926	220,873	2,408,799	0	0	7,515,569
2033-2034	584,753,731	5,131,683	2,203,238	221,653	2,424,891	0	0	7,556,574
2034-2035	590,321,268	5,156,206	2,217,213	221,282	2,438,495	0	0	7,594,701
2035-2036	595,944,481	5,181,095	2,226,240	221,063	2,447,303	0	0	7,628,398
2036-2037	601,623,926	5,206,134	2,238,582	221,068	2,459,650	0	0	7,665,784
2037-2038	607,360,165	5,231,322	2,252,258	221,136	2,473,394	0	0	7,704,716

Riesel ISD Financial Impact of Chapter 313 Agreement

Current School Finance Law

A major overhaul of the school finance formulas was implemented as a result of House Bill 3 of the 86th Legislative Session and became effective for the 2019-2020 school year. The primary intent of the new legislation is to reduce maintenance & operations “M&O” tax rate and cooperatively reduce district’s recapture payments; thus, increasing the State’s share of school district funding. The maximum M&O tax rate prior to the Legislative Session was \$1.17 and that rate was reduced to a maximum rate of \$1.06835 for the 2019-2020 school year. The maximum tax rate is expected to continue to be compressed lower when statewide property values increase at a rate greater than 2.5% per year or also when a school district’s property values increase by more than 2.5%. However, a school district’s M&O tax rate can’t be reduced to a rate lower than 90% of the maximum allowable Tier I rate for the respective year.

Prior to the 86th Legislative Session and the passage of House Bill 3, school finance law required the use of a district’s prior year property values for the calculation of property wealth. House Bill 3 changed school finance law and now requires a district’s current year property values for the property wealth calculation; however, it also contains language for the calculation of revenue protection payments for Chapter 313 Agreements using prior year values in Section 48.256(d) as follows:

(d) This subsection applies to a school district in which the board of trustees entered into a written agreement with a property owner under Section 313.027, Tax Code, for the implementation of a limitation on appraised value under Subchapter B or C, Chapter 313, Tax Code. For purposes of determining "DPV" under Subsection (a) for a school district to which this subsection applies, the commissioner shall exclude a portion of the market value of property not otherwise fully taxable by the district under Subchapter B or C, Chapter 313, Tax Code, before the expiration of the subchapter. The comptroller shall provide information to the agency necessary for this subsection. A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year.

Riesel ISD Financial Impact of Chapter 313 Agreement

Supplemental Payments

Assuming that the District and Hecate Energy Roseland Solar, LLC mutually agree in the LAVA that the greater of \$100 per student in average daily attendance (ADA) or \$50,000, the projected amount of these payments over the life of the agreement is \$950,955 of the \$3.36 million net tax savings amount. This amount will be computed annually according to Section VI of the Agreement.

TABLE VI - Calculation of the Supplemental Payments:

Fiscal Year	Net Tax Savings	Riesel ISD Supplemental	Roseland Solar Share
2019-2020	0	0	0
2020-2021	0	0	0
2021-2022	0	63,397	(63,397)
2022-2023	0	63,397	(63,397)
2023-2024	64,396	63,397	999
2024-2025	836,126	63,397	772,729
2025-2026	727,906	63,397	664,509
2026-2027	612,288	63,397	548,891
2027-2028	488,869	63,397	425,472
2028-2029	356,998	63,397	293,601
2029-2030	216,036	63,397	152,639
2030-2031	65,232	63,397	1,835
2031-2032	0	63,397	(63,397)
2032-2033	0	63,397	(63,397)
2033-2034	0	63,397	(63,397)
2034-2035	0	63,397	(63,397)
2035-2036	0	63,397	(63,397)
2036-2037	0	0	0
2037-2038	0	0	0
Totals	3,367,851	950,955	2,416,896

Riesel ISD Financial Impact of Chapter 313 Agreement

Impact of Projected Student Growth On District Facilities

TABLE VII – Campus Capacity and Available Growth

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Foster Elem	EE-6	23	506	301	205
Riesel School	7-12	30	720	350	370
Total		53	1,226	651	575

The building capacities are based on 22 students per classroom for early education through 6th grade, and 24 student per classroom for grades 7th through 12th. Riesel ISD is an early-education through 12th grade district.

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

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new two positions equates to 1 new student.

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

Riesel ISD Financial Impact of Chapter 313 Agreement

Conclusion

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

Hecate Energy Roseland Solar, LLC would benefit from reduced property taxes during the ten years of the Value Limitation Period. Although some of the tax savings would be used to offset district's revenue losses and supplemental payments to the District, Roseland Solar is projected to benefit from an 61% tax savings during that ten year period of this Agreement. Roseland Solar also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

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

EXHIBIT G

Comptroller's Certification and Economic Impact Analysis



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

January 21, 2020

Brandon Cope
Superintendent
Riesel Independent School District
600 E. Frederick
Riesel, TX, 76682

Re: Certificate for Limitation on Appraised Value of Property for School District
Maintenance and Operations taxes by and between Riesel Independent School
District and Hecate Energy Roseland Solar, LLC, Application 1426

Dear Superintendent Cope:

On October 29, 2019, the Comptroller issued written notice that Hecate Energy Roseland Solar, LLC (applicant) submitted a completed application (Application 1426) for a limitation on appraised value under the provisions of Tax Code Chapter 313.¹ This application was originally submitted on September 16, 2019, to the Riesel 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 1426.

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, 2020.

Note that any building or improvement existing as of the application review start date of October 29, 2019, 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,



Lisa Craven
Deputy Comptroller

Enclosure

cc: Will Counihan

Attachment A – Economic Impact Analysis

The following tables summarize the Comptroller’s economic impact analysis of Hecate Energy Roseland Solar, LLC (project) applying to Riesel 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 Hecate Energy Roseland Solar, LLC.

Applicant	Hecate Energy Roseland Solar, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Riesel ISD
2018-2019 Average Daily Attendance	634
County	Falls
Proposed Total Investment in District	\$116,852,400
Proposed Qualified Investment	\$116,852,400
Limitation Amount	\$30,000,000
Qualifying Time Period (Full Years)	2021-2022
Number of new qualifying jobs committed to by applicant	2*
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$933
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(A)	\$931
Minimum annual wage committed to by applicant for qualified jobs	\$48,500
Minimum weekly wage required for non-qualifying jobs	\$722
Minimum annual wage required for non-qualifying jobs	\$37,558
Investment per Qualifying Job	\$58,426,200
Estimated M&O levy without any limit (15 years)	\$8,959,871
Estimated M&O levy with Limitation (15 years)	\$4,510,500
Estimated gross M&O tax benefit (15 years)	\$4,449,371

* 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 Hecate Energy Roseland Solar, LLC (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2021	400	502	902	\$22,000,000	\$47,000,000	\$69,000,000
2022	500	643	1143	\$27,500,000	\$67,500,000	\$95,000,000
2023	2	66	68	\$97,000	\$14,903,000	\$15,000,000
2024	2	20	22	\$97,000	\$8,903,000	\$9,000,000
2025	2	(22)	-20	\$97,000	\$3,903,000	\$4,000,000
2026	2	(40)	-38	\$97,000	\$903,000	\$1,000,000
2027	2	(43)	-41	\$97,000	-\$1,097,000	-\$1,000,000
2028	2	(37)	-35	\$97,000	-\$1,097,000	-\$1,000,000
2029	2	(28)	-26	\$97,000	-\$1,097,000	-\$1,000,000
2030	2	(18)	-16	\$97,000	-\$97,000	\$0
2031	2	(8)	-6	\$97,000	-\$97,000	\$0
2032	2	(1)	1	\$97,000	\$903,000	\$1,000,000
2033	2	6	8	\$97,000	\$1,903,000	\$2,000,000
2034	2	10	12	\$97,000	\$1,903,000	\$2,000,000
2035	2	13	15	\$97,000	\$2,903,000	\$3,000,000
2036	2	14	16	\$97,000	\$2,903,000	\$3,000,000

Source: CPA REMI, Hecate Energy Roseland Solar, 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		Riesel ISD I&S Tax Levy	Riesel ISD M&O Tax Levy	Riesel ISD M&O and I&S Tax Levies	Falls County Tax Levy	Falls County Emergency Service District #1 Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.3839	0.9700		0.9480	0.0300	
2022	\$25,000,000	\$25,000,000		\$95,975	\$242,500	\$338,475	\$237,000	\$6,750	\$582,225
2023	\$130,340,000	\$130,340,000		\$500,375	\$1,264,298	\$1,764,673	\$1,235,623	\$35,192	\$3,035,488
2024	\$119,896,000	\$119,896,000		\$460,281	\$1,162,991	\$1,623,272	\$1,136,614	\$32,372	\$2,792,258
2025	\$108,626,000	\$108,626,000		\$417,015	\$1,053,672	\$1,470,687	\$1,029,774	\$29,329	\$2,529,791
2026	\$96,446,000	\$96,446,000		\$370,256	\$935,526	\$1,305,782	\$914,308	\$26,040	\$2,246,131
2027	\$83,300,000	\$83,300,000		\$319,789	\$808,010	\$1,127,799	\$789,684	\$22,491	\$1,939,974
2028	\$69,104,000	\$69,104,000		\$265,290	\$670,309	\$935,599	\$655,106	\$18,658	\$1,609,363
2029	\$53,774,000	\$53,774,000		\$206,438	\$521,608	\$728,046	\$509,778	\$14,519	\$1,252,343
2030	\$37,212,000	\$37,212,000		\$142,857	\$360,956	\$503,813	\$352,770	\$10,047	\$866,630
2031	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2032	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2033	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2034	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2035	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2036	\$30,000,000	\$30,000,000		\$115,170	\$291,000	\$406,170	\$284,400	\$8,100	\$698,670
2037	\$30,000,000	\$30,000,000		\$115,170	\$291,000	\$406,170	\$284,400	\$8,100	\$698,670
			Total	\$3,546,077	\$8,959,871	\$12,505,947	\$8,756,657	\$249,398	\$21,512,003

Source: CPA, Hecate Energy Roseland Solar, LLC

*Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Falls 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		Riesel ISD I&S Tax Levy	Riesel ISD M&O Tax Levy	Riesel ISD M&O and I&S Tax Levies	Falls County Tax Levy	Falls County Emergency Service District #1 Tax Levy	Estimated Total Property Taxes
			Tax Rate*	0.3839	0.9700		0.9480	0.0300	
2022	\$25,000,000	\$25,000,000		\$95,975	\$242,500	\$338,475	\$237,000	\$6,750	\$582,225
2023	\$130,340,000	\$30,000,000		\$500,375	\$291,000	\$791,375	\$185,343	\$35,192	\$1,011,911
2024	\$119,896,000	\$30,000,000		\$460,281	\$291,000	\$751,281	\$170,492	\$32,372	\$954,145
2025	\$108,626,000	\$30,000,000		\$417,015	\$291,000	\$708,015	\$154,466	\$29,329	\$891,810
2026	\$96,446,000	\$30,000,000		\$370,256	\$291,000	\$661,256	\$137,146	\$26,040	\$824,443
2027	\$83,300,000	\$30,000,000		\$319,789	\$291,000	\$610,789	\$118,453	\$22,491	\$751,732
2028	\$69,104,000	\$30,000,000		\$265,290	\$291,000	\$556,290	\$98,266	\$18,658	\$673,214
2029	\$53,774,000	\$30,000,000		\$206,438	\$291,000	\$497,438	\$76,467	\$14,519	\$588,424
2030	\$37,212,000	\$30,000,000		\$142,857	\$291,000	\$433,857	\$52,915	\$10,047	\$496,820
2031	\$28,000,000	\$30,000,000		\$107,492	\$291,000	\$398,492	\$39,816	\$7,560	\$445,868
2032	\$28,000,000	\$30,000,000		\$107,492	\$291,000	\$398,492	\$39,816	\$7,560	\$445,868
2033	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2034	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2035	\$28,000,000	\$28,000,000		\$107,492	\$271,600	\$379,092	\$265,440	\$7,560	\$652,092
2036	\$30,000,000	\$28,000,000		\$115,170	\$271,600	\$386,770	\$284,400	\$8,100	\$679,270
2037	\$30,000,000	\$28,000,000		\$115,170	\$271,600	\$386,770	\$284,400	\$8,100	\$679,270
			Total	\$3,546,077	\$4,510,500	\$8,056,577	\$2,675,301	\$249,398	\$10,981,276
			Diff	\$0	\$4,449,371	\$4,449,371	\$6,081,356	\$0	\$10,530,727
Assumes School Value Limitation and Tax Abatements with the County.									

Source: CPA, Hecate Energy Roseland Solar, 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 Hecate Energy Roseland Solar, 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	2020	\$0	\$0	\$0	\$0
	2021	\$0	\$0	\$0	\$0
	2022	\$242,500	\$242,500	\$0	\$0
Limitation Period (10 Years)	2023	\$291,000	\$533,500	\$973,298	\$973,298
	2024	\$291,000	\$824,500	\$871,991	\$1,845,289
	2025	\$291,000	\$1,115,500	\$762,672	\$2,607,961
	2026	\$291,000	\$1,406,500	\$644,526	\$3,252,488
	2027	\$291,000	\$1,697,500	\$517,010	\$3,769,498
	2028	\$291,000	\$1,988,500	\$379,309	\$4,148,806
	2029	\$291,000	\$2,279,500	\$230,608	\$4,379,414
	2030	\$291,000	\$2,570,500	\$69,956	\$4,449,371
	2031	\$271,600	\$2,842,100	\$0	\$4,449,371
	2032	\$271,600	\$3,113,700	\$0	\$4,449,371
	2033	\$271,600	\$3,385,300	\$0	\$4,449,371
Maintain Viable Presence (5 Years)	2034	\$271,600	\$3,656,900	\$0	\$4,449,371
	2035	\$271,600	\$3,928,500	\$0	\$4,449,371
	2036	\$271,600	\$4,200,100	\$0	\$4,449,371
	2037	\$271,600	\$4,471,700	\$0	\$4,449,371
Additional Years as Required by 313.026(c)(1) (10 Years)	2038	\$271,600	\$4,743,300	\$0	\$4,449,371
	2039	\$271,600	\$5,014,900	\$0	\$4,449,371
	2040	\$271,600	\$5,286,500	\$0	\$4,449,371
	2041	\$271,600	\$5,558,100	\$0	\$4,449,371
	2042	\$271,600	\$5,829,700	\$0	\$4,449,371
	2043	\$258,020	\$6,087,720	\$0	\$4,449,371
	2044	\$258,020	\$6,345,740	\$0	\$4,449,371
	2045	\$258,020	\$6,603,760	\$0	\$4,449,371
	2046	\$258,020	\$6,861,780	\$0	\$4,449,371
	2047	\$258,020	\$7,119,800	\$0	\$4,449,371

\$7,119,800

is greater than

\$4,449,371

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, Hecate Energy Roseland Solar, 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 Hecate Energy Roseland Solar, 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 Hecate Energy Roseland Solar, LLC in Tab 5 of their Application for a Limitation on Appraised Value:
 - A. “Hecate Energy is a national solar developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable solar characteristics. The Applicant is actively assessing and developing other projects that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a solar project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates. Markets such as California that have statewide available subsidies for renewable energy projects, and which have higher average contracted power rates, offer an attractive incentive for developers to build projects in those markets over Texas.”
 - B. “The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at today’s contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher.”
- Comptroller Research
 - A. On October 1, 2019, Hecate Energy reported that a purchase power agreement was signed with Google. Per the agreement, Hecate will develop and operate a new solar power in Texas. Chris Bullinger, President & CEO of Hecate Energy, stated “Hecate Energy is proud to put its clean energy expertise to work as part of Google’s pioneering commitment to carbon-free energy. The new, renewable energy produced by Hecate solar power will to combat climate change, enhance environmental quality and contribute to the economic vitality of the region.”

- B. The qualified property for App #1426 Hecate Energy Roseland Solar, LLC- Riesel ISD is located adjacent to App #1430 Hecate Energy Roseland Solar, LLC- Mart ISD. Construction for both Projects is anticipated to begin in February 2021 with completion by May 2022. (Map Provided)
- Provided by Applicant
 - A. The IGNR Number is 20INR0205 and was assigned on October 25, 2018.
 - B. Hecate seeks to designate this PPA to the Roseland site, contingent upon a) the successful completion of tax agreements with the County, and Mart and Riesel ISDs, b) successfully marketing the remaining 50 percent of the facility's output, and c) the completion of permitting and other development related activities. The tax agreements with the County and the ISDs are considered in the PPA price offered to Google (who would offtake only 50 percent of the solar facility's total capacity via said PPA). The execution of the abovementioned tax agreements is critical to both implementing the Google PPA, and marketing the remaining 50 percent of the facility. Hecate has an additional seven, 500 MW sites under development in Texas, including the Hecate Energy Ramsey Project (ERCOT INR 20INR0130), Hecate Energy Frye Solar (ERCOT INR 20INR0080) Hecate Energy Point Mountain Solar (ERCOT INR 22INR0236), Hecate Energy Harley Hand Solar (ERCOT INR 23INR0008), and Hecate Energy Outpost Solar (ERCOT INR 23INR0007).
 - C. Applications 1426 (Hecate Energy Roseland Solar, LLC- Riesel ISD) and 1430(Hecate Energy Roseland Solar, LLC- Mart ISD) are for the same project which spans two school districts. The qualified property listed in tab in this Application (1426) is distinct and specific to the 200 MW generation capacity that is in Riesel ISD and is not shared and/or part of any qualified property identified in Application 1430.

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 ☐ Land has existing improvements (*complete Section 13*)
- ☐ Expansion of existing operation on the land (*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



TAB 5

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

Founded six years ago, Hecate Energy has developed or built 363MW of operating solar projects totaling over \$600 million in asset value, 58 MWh of battery storage and has entered over 1 GW of renewable Power Purchase Agreements, including 180 MWh of battery storage projects. The company is in offtake negotiations for over 1,000 MW of new solar projects with a pipeline of approximately 6 GW of projects under development.

Hecate Energy has developed operating power projects in California, Florida, Texas, Rhode Island, Maryland, Massachusetts, Virginia and Georgia, with energy storage projects in Ontario. Sites in Washington, Louisiana, Rhode Island, South Carolina New York, Ohio, Texas, Georgia, Tennessee, California and Ontario Canada are currently being evaluated for Hecate Energy's current pipeline of potential projects.

Hecate Energy is a national solar developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable solar characteristics. The Applicant is actively assessing and developing other projects that are competing for limited investment funds. With Texas wholesale electricity prices already below the international average, it is necessary to limit the property tax liabilities for a solar project in order to be able to offer electricity at prices that are marketable to Texas customers at competitive rates. Markets such as California that have statewide available subsidies for renewable energy projects, and which have higher average contracted power rates, offer an attractive incentive for developers to build projects in those markets over Texas.

The property tax liability of a project without tax incentives in Texas would reduce the return to investors and financiers to an unacceptable level at today's contracted power rates under a power purchase agreement (PPA). Therefore, the applicant would not be able to finance and build the project in Texas even with a signed PPA because of the low price in the PPA. Without the 313 Value Limitation, the applicant would be forced to walk away from this project and spend the potential investment in other states where the rate of return is higher.

Supporting Information

Additional information
provided by the Applicant or
located by the Comptroller

COMPTROLLER QUERY RELATED TO TAX CODE CHAPTER 313.026(c)(2)
– Riesel ISD– Hecate Energy Roseland Solar, LLC App. #1426

Comptroller Questions (via email on December 18, 2019):

1. Is Hecate Energy Roseland Solar, LLC currently known by any other project names, besides Roseland Solar Project?
2. Please also list any other names by which this project may have been known in the past--in media reports, investor presentations, or any listings with any federal or state agency.
3. Confirm the IGNR Number is 20INR0205 and was assigned on October 25, 2018.
4. Will there be any interconnections between App 1426 (Hecate Energy Roseland, LLC-Riesel ISD) and App 1430 (Hecate Energy Roseland, LLC-Mart ISD).
5. Per the Article attached, confirm that a PPA was signed with Google for the Roseland Solar Project which is located within Falls County.

Comptroller Questions (via email on December 31, 2019):

1. Will the projects 1426 and 1430 share any qualified property?

Applicant Response (via email on December 30, 2019):

1. No
2. The project has not been listed by any other names in media or investor presentations nor with any state or federal agencies.
3. Confirmed
4. These applications are for the same project which spans both school districts. This project has significant investment in both ISDs per the intended site plan.
5. The attached article does not indicate the location of the project that corresponds to Hecate's PPA with Google. Hecate seeks to designate this PPA to the Roseland site, contingent upon a) the successful completion of tax agreements with the County, and Mart and Riesel ISDs, b) successfully marketing the remaining 50 percent of the facility's output, and c) the completion of permitting and other development related activities. The tax agreements with the County and the ISDs are considered in the PPA price offered to Google (who would offtake only 50 percent of the solar facility's total capacity via said PPA). The execution of the abovementioned tax agreements is critical to both implementing the Google PPA, and marketing the remaining 50 percent of the facility. Hecate has an additional seven, 500 MW sites under development in Texas, including the Hecate Energy Ramsey Project (ERCOT INR 20INR0130), Hecate Energy Frye Solar (ERCOT INR 20INR0080) Hecate Energy Point Mountain Solar (ERCOT INR 22INR0236), Hecate Energy Harley Hand Solar (ERCOT INR 23INR0008), and Hecate Energy Outpost Solar (ERCOT INR 23INR0007).

Applicant Response (via email on December 31, 2019):

1. Applications 1426 and 1430 are for the same project which spans two school districts. The qualified property listed in tab in this Application (1426) is distinct and specific to the 200 MW generation capacity that is in Riesel ISD and is not shared and/or part of any qualified property identified in Application 1430.

Project Boundary Map - Tab 6

Mart ISD is Shaded Purple

Riesel ISD is Shaded White

Project Boundary in Mart ISD is Outlined in White

Project Boundary in Riesel ISD is Outlined in Green

Reinvestment Zone is Outline in Red

allsburg

Mart

Otto

N Memorial St
Riesel

6

Hecate Energy Announces Agreement with Google to Add More Solar Energy to the Grid

Project will bring additional clean energy and new jobs to Texas



NEWS PROVIDED BY

Hecate Energy →

Oct 01, 2019, 14:29 ET

CHICAGO, Oct. 1, 2019 /PRNewswire/ -- Hecate Energy LLC ("Hecate") today announced an agreement with Google to purchase 250 MWac of clean, renewable electricity from 500 MWac of new Hecate Energy solar facilities in Texas.

Google recently announced that it has made its largest ever purchase of renewable energy, totaling more than \$2 billion in new energy infrastructure produced by solar panels and wind turbines located around the world.

As part of the agreement, Hecate will develop and operate new solar power in Texas. Hecate expects that it will create new jobs in the community, boosting the local economy as a result of its estimated \$275,000,000 investment in the project.

"Hecate Energy is proud to put its clean energy expertise to work as part of Google's pioneering commitment to carbon-free energy. The new, renewable energy produced by Hecate solar power will help to combat climate change, enhance environmental quality and contribute to the economic vitality of the region," said Chris Bullinger, President & CEO of Hecate Energy.

"Sustainability has been one of Google's core values from our earliest days, and a cornerstone of our related efforts is our commitment to clean energy," said Neha Palmer, Director of Operations, Google. "Today's announcement will add new renewable energy to the grids where we consume it, creating new construction jobs and making clean power accessible to nearby communities."

Learn more

- Hecate Energy
- [Google makes its biggest renewable energy purchase ever](#)
- [Sustainability @ Google](#)

Hecate Energy is a leading developer, owner and operator of renewable power projects and storage solutions in North America and select international markets. Founded in 2012 by a team of industry veterans, Hecate has entered into over 1 gigawatt (GW) of renewable Power Purchase Agreements (PPAs), including 180 megawatt-hours (MWh) of battery storage contracts. Hecate has developed and built hundreds of megawatts of operating solar projects and battery storage projects totaling over \$600 million in asset value. The company is in negotiations for an additional 1 GW of new solar PPAs and has more than 8 GW of additional renewable power in its active project pipeline. Hecate is headquartered in Chicago, IL and has offices in Los Angeles, CA, Columbus, OH, and Darien, CT.

SOURCE Hecate Energy



CUMMINGS WESTLAKE

PROPERTY TAX ADVISORS

October 10, 2019

Morgan Beam
Walsh Gallegos Trevino Russo & Kyle P.C.
10375 Richmond Ave. #1357
Houston, Texas 77042

Morgan;

Attached please find the hard copies of the Amended Application pages for the Roseland Solar LLC (Application # 1426 in Riesel ISD).

The changes to the original Application are as follows in response to the September 27, 2019 e-mail from Comptroller staff (copy attached)

Response to Item 1 (Section 1)

- a. Page 1, Section 1, Question 1 - The spelling of the ISD name has been corrected.
- b. Page 2, Section 1, Question 4 - The date the district determined the application complete has been supplied.

Response to Item 2 (Section 2, Question 4)

At the time the Application was submitted to Riesel ISD, an Application to Mart ISD had not been submitted. Subsequently the Application to Mart ISD was made. Page 3, Section 4 has been amended to show that Application #1430 was recently submitted.

Response to Item 3 (Section 5).

- a. Tab 3 has been amended to reflect that Hecate Energy Roseland Solar LLC is not a combined group as defined by Tax Code Section 171.0001(7) so the response to Question 4 should be "No"
- b. Because the Applicant is not a combined group, Question 4 is not applicable so "N/A has been marked

Response to Item 4 (Section 10, Question 4)

Page 5, Section 10, Question 4 has been amended to reflect the same County tax rate shown in Tab 6.

Response to Item 5 (Tab 3)

Tab 3 has been amended to reflect that Hecate Energy Roseland Solar LLC is not a combined group as defined by Tax Code Section 171.0001(7).

Response to item 6 (Tab 6)

Maps have been added that show the project boundaries for both Riesel ISD and Mart ISD.

Response to Item 7 (Tab 11)

- a. A revised Vicinity map is provided clearly identifying the project boundary is within the Reinvestment Zone, Riesel ISD and Falls County.
- b. Map showing only the qualified property in Riesel ISD has been provided

Response to Item 8 (Tab 7 and Tab 8)

- a. "but is not limited to" language has been removed.
- b. Requested language has been substituted for original language.
- c. Listed qualified property has been edited to remove Maintenance and Operations building. All other qualified property listed in Tabs 7 and 8 corresponds to improvements shown in the revised map in tab 11.
- d. Information pertaining to Application #1430 has been removed. PV panel listed in Tabs 7 & 8 pertain only to the Riesel ISD Application.

New Signature Page

Notarized signature page for this response is provided.

Please let me know if you have questions or need additional information.

Sincerely,



Sam A. Gregson
Senior Consultant

From: [Tabita Collazo](#)
To: [Morgan Beam](#); aboggs@hecateenergy.com; [Sam Gregson](#)
Cc: [Stephanie Jones](#)
Subject: APP 1426-Riesel ISD- Hecate Energy Roseland Solar, LLC- Information Required
Date: Friday, September 27, 2019 12:31:20 PM

In reviewing Application 1426, I have noted the following items that will require revision or further clarification. In lieu of sending a deficiency letter, I am requesting to have the following issues resolved per this email. Please review and submit a response by **Monday, October 14th**. If these issues are not resolved and I do not receive the information by the date above, then a deficiency letter may be issued.

1. Section 1
 - a. Q1. Misspelled Riesel ISD
 - b. Q4. Missing date
2. Section 4 Q4. Mark “yes” and list 1430-Roseland Solar LLC
3. Section 5
 - a. Q2. It should be answered as “yes”
 - b. Q4. Provide more information for why it was answered “N/A”
4. Section 10 Q4. Under “County” the tax rate does not match what is listed Tab 6
5. Tab 3 provide tax id for Hecate Energy Inc. (Only Hecate Energy Roseland Solar, LLC tax id was provided)
6. Tab 6. Provide a map showing both project boundaries for application 1426 (Riesel ISD) and 1430 (Mart ISD). Be advised that each application
7. Tab 11. Based on the original included maps, we are unable to determine the project boundary that applies only to application 1426. This application should only reference the project boundary that resides in Riesel ISD. You will need to provide new maps, see below
 - a. Vicinity Map. Will need to show the project boundary is within Reinvestment Zone, Riesel ISD, and Falls County. Include a legend, landmarks (i.e. roads), the borders are darker and the project area is clearly visible and labeled as “Project Boundary”
 - b. Qualified Property Map. Only shows the qualified property that pertains to 1426 Hecate Energy Roseland Solar, LLC. Also the Qualified property should match what is listed on Tab 8.
8. Tab 7 and 8.
 - a. Remove language “but is not limited to.” If you wish, you may replace with “eligible ancillary and necessary equipment.”
 - b. Replace language. “This application covers all qualified property within Riesel ISD..” with “This application covers all qualified property in the reinvestment zone and project boundary within Riesel ISD...”
 - c. Verify listed qualified property only pertains to this project only. (Should match the Qualified Property Map in Tab 11)
 - d. Information listed in Tab 7 and 8 should pertain only to App 1426 therefore, remove the information about App 1430- Roseland Solar, LLC (add this information to Tab 4). Also make sure that the PV panels and MW related to this app are listed

A new signature page is required for this amendment. Be advised that a copy or picture of the new signature page will suffice with the amendment. Include the submission date and amendment number on each corrected page.

I will issue a completeness letter once I receive the information and all outstanding issues are resolved. If the deadline above cannot be met, please notify me to let me know when our office can expect your submission.

Have a nice day,
Tabita Collazo
Research Analyst
Economic Development & Local Government
Data Analysis & Transparency Division
Texas Comptroller of Public Accounts
111 East 17th Street, Room 427
Austin, Texas 78774
Phone: (512) 475-5626
tabita.collazo@cpa.texas.gov

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

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

September 16, 2019

Date Application Received by District

Brandon

First Name

Cope

Last Name

Superintendent

Title

Riesel Independent School District

School District Name

600 E. Frederick

Street Address

600 E. Frederick

Mailing Address

Riesel

City

254-896-5000

Phone Number

254-715-6019

Mobile Number (optional)

TX

State

76682

ZIP

Fax Number

bcope@rieselisd.org

Email Address

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)*

Morgan	Beam
First Name	Last Name
Associate	
Title	
Walsh Gallegos Trevino Russo & Kyle P.C.	
Firm Name	
713-789-6864	713-789-9318
Phone Number	Fax Number
	mbeam@wabsa.com
	Email Address
Mobile Number <i>(optional)</i>	

4. On what date did the district determine this application complete? September 17, 2019
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)*

Andrew	Boggs	
First Name	Last Name	
Director, Development	Hecate Energy LLC	
Title	Organization	
621 West Randolph Street		
Street Address		
621 West Randolph Street		
Mailing Address		
Chicago	Illinois	60661
City	State	ZIP
612-636-7953	312-284-4514	
Phone Number	Fax Number	
	ABoggs@hecateenergy.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)

Sam	Gregson
First Name	Last Name
Senior Consultant	
Title	
Cummings Westlake LLC	
Firm Name	
713-266-4456	713-266-2333
Phone Number	Fax Number
sgregson@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No
- The total fee shall be paid at 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? Hecate Energy Roseland Solar LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32070337533
3. List the NAICS code 221114
4. Is the applicant a party to any other pending or active Chapter 313 agreements? ☒ Yes ☐ No
- 4a. If yes, please list application number, name of school district and year of agreement
- Application 1430 was recently submitted to Mart ISD

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) Limited Liability Company
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☐ Yes ☒ No
- 2a. If yes, attach in **Tab 3** a copy of 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 9: Projected Timeline

1. Application approval by school board March 2020
2. Commencement of construction February 1, 2021
3. Beginning of qualifying time period January 1, 2021
4. First year of limitation January 1, 2023
5. Begin hiring new employees March 2022
6. Commencement of commercial operations May 31, 2022
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? May 31, 2022

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Falls County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Falls CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: Falls County; 100%; \$0.948 City:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Hospital District: Water District:
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Other (describe): See Tab 6 Other (describe):
(Name, tax rate and percent of project) (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/.

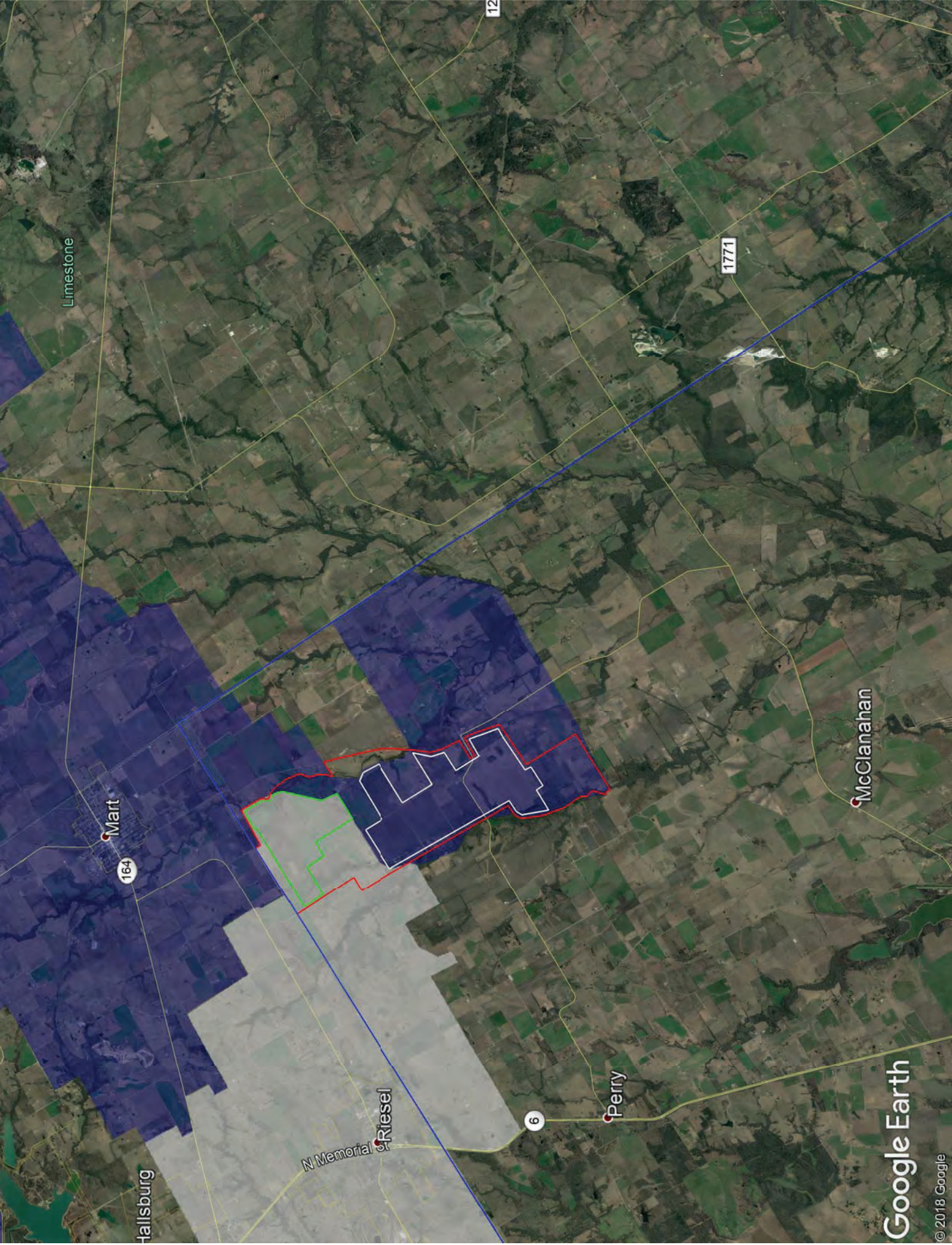
1. At the time of application, what is the estimated minimum qualified investment required for this school district? 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 30,000,000.00
Note: The property value limitation amount is based on property values available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



TAB 3

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

Hecate Energy Roseland Solar is not a combined group as defined by Tax Code Section 171.0001(7). Please see attached Franchise tax Certificate.



Limestone

12

1771

Mart

164

Hallsburg

N Memorial St
Riesel

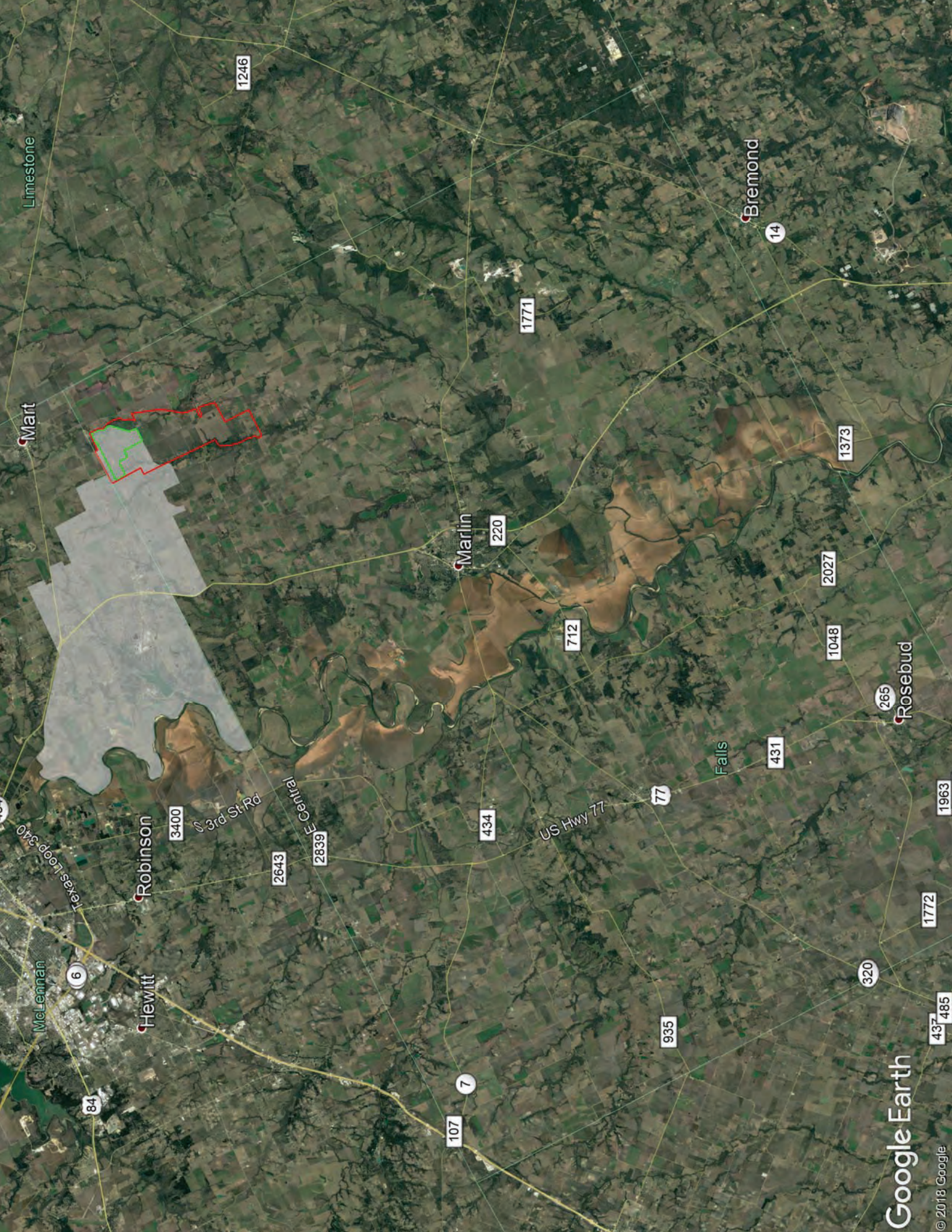
6

Perry

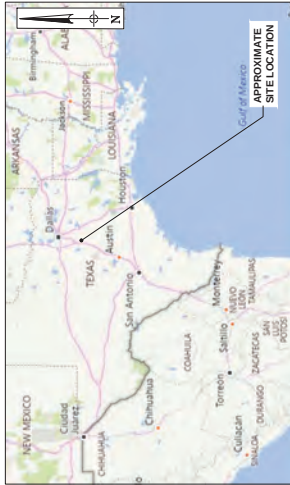
McClanahan

Google Earth

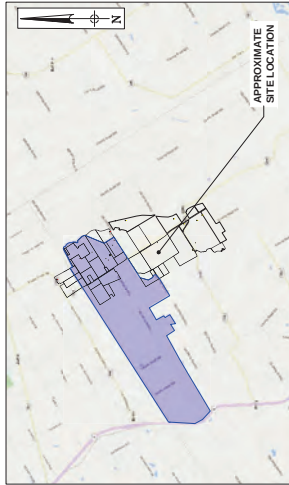
© 2018 Google



KEY MAP



MART & RIESEL ISD MAP



NOTES:

1. THIS CONCEPTUAL LAYOUT IS BASED SOLELY ON AERIAL PHOTOGRAPHS
2. NO VERIFICATION OF SOIL CAPACITY WAS CONDUCTED. A FULL GEOTECHNICAL ANALYSIS IS SUGGESTED.

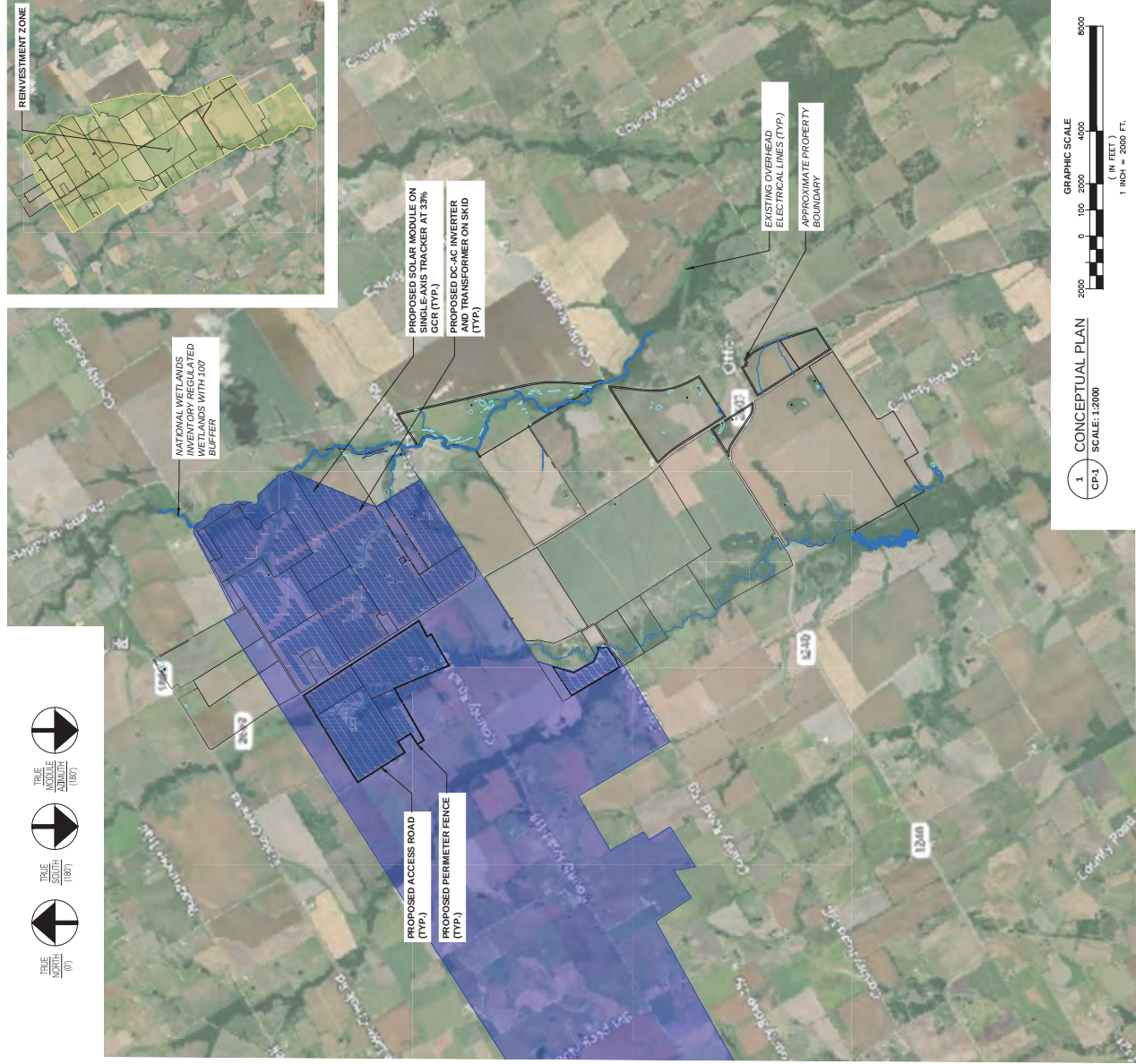
PV SYSTEM SPECIFICATIONS:

1. PV MODULES: RISEN 380W
2. DC-TO-AC INVERTERS: 15KW INVERTERS (OR LARGER) (20 PER SKID)
3. MEDIUM AND HIGH VOLTAGE ELECTRIC CABLING: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
4. MOUNTING STRUCTURES: ATI OR NEXTRACKER SINGLE AXIS TRACKER
5. PROJECT SUBSTATION: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
6. TRANSMISSION LINE: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
7. TELECOMMUNICATIONS EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
8. METEOROLOGICAL EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE
9. ASSOCIATED EQUIPMENT: EPC SOURCED FROM A REPUTABLE VENDOR WITH A TARGET OF BUYING FROM A LOCAL SUPPLIER IF POSSIBLE



APPROXIMATE PV SYSTEM SIZING

ARRAY AREA	MODULE SIZE	MODULE COUNT	ARRAY SIZE (kW dc)	INVERTER COUNT
RIESEL ISD	380	608000	231040.00	75



WHITMAN
Engineering & Construction
7 PULASKI HILL ROAD
CHANDLER, IN 46512
TEL: (773) 390-9406
FAX: (773) 390-9406

SEAL

DRAWING NOTES

1. IF THIS DRAWING DOES NOT CONTAIN THE ENGINEER'S SEAL, IT IS NOT A VALID DOCUMENT AND SHOULD NOT BE USED FOR ANY PURPOSES.

2. THIS DRAWING HAS BEEN PREPARED AS A CONCEPTUAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSES.

Hecate Energy
HECATE ENERGY
621 W. RANDOLPH STREET
CHICAGO, IL 60661
hecateenergy.com

NO.	DATE	REVISION DESCRIPTION
0	10/09/13	PRELIMINARY SUBMISSION
1	10/09/13	COMMENTS INCORPORATED
2	10/09/13	COMMENTS INCORPORATED

PROJECT: 187.5 MW (AC)
GROUND MOUNTED
PHOTOVOLTAIC SYSTEM

ROSELAND SOLAR
COUNTY ROAD 165
RIESEL, TX
FALLS COUNTY

CLASS	DATE	PROJECTED	PROJECTED
SCALE	AS SHOWN	10/09/13	HECATE
DESIGNED	10/09/13	HECATE	HECATE
APPROVED	03/01/14	HECATE	HECATE

DRAWING TITLE: CONCEPTUAL PLAN

DRAWING NO.: CP-1

SHEET NO.: 1 OF 1

TAB 7

Description of Qualified Investment

Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 8

Description of Qualified Property

Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE- The map in TAB 11 shows the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

TAB 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

Hecate Energy Roseland Solar LLC is requesting an Appraised Value Limitation from Riesel Independent School District for the Hecate Energy Roseland Solar LLC Project (the “Project”), a proposed solar powered electric generating facility in Falls County. The proposed Riesel ISD Project (this Application) would be constructed within a Reinvestment Zone that will be created by Falls County prior to execution of the Value Limitation Agreement. A map showing the location of the project is included in Tab 11. The project is also known by the name Roseland Solar. The Project IGNR Number is 20INR0205 and was assigned on October 25, 2018.

The full project would have approximately 1,626,400 PV panels and associated inverters located in Falls County with a total capacity of 500 MW. It is anticipated that 40% of the total project or 668,973 panels and associated inverters would be in Riesel ISD. Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will depend upon the panels and inverters selected, manufacturers availability and prices, ongoing engineering design optimization and the final megawatt generating capacity of the Project when completed. Current plans are to install approximately 668,973 PV panels and associated inverters within Riesel ISD. The Applicant requests a Value Limitation for all materials and equipment installed for the Project, including underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD.

Construction of the Project is anticipated to begin in February 2021 with completion by May 2022.

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** ▶

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

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** ▶

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

**sign
here** ▶

Signature (Authorized Company Representative (Applicant))

Date

10/11/19



GIVEN under my hand and seal of office this, the

11 day of October, 2019

Chiquita Ware
Notary Public in and for the State of Georgia

My Commission expires: July 30, 2023

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.

Texas Comptroller of Public Accounts

Trainer
Form 50-296-A

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

Brandon Cope

Print Name (Authorized School District Representative)

Superintendent

Title

sign
here

BC

Signature (Authorized School District Representative)

10/15/2019

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

Andrew Boggs

Print Name (Authorized Company Representative (Applicant))

Director, Development

Title

sign
here

Andrew Boggs

Signature (Authorized Company Representative (Applicant))

10/11/19

Date



GIVEN under my hand and seal of office this, the

11 day of October, 2019

Chiquita Ware
Notary Public in and for the State of Georgia

My Commission expires: July 30, 2023

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.

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND
OPERATIONS TAXES by and between RIESEL INDEPENDENT SCHOOL DISTRICT and HECATE ENERGY ROSELAND
SOLAR LLC

EXHIBIT H

Agreement for Limitation on Appraised Value of Property for School District
Maintenance and Operations Taxes

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

by and between

RIESEL INDEPENDENT SCHOOL DISTRICT

and

HECATE ENERGY ROSELAND SOLAR LLC

(Texas Taxpayer ID #32070337533)

Comptroller Application #1426

Dated

May 18, 2020

STATE OF TEXAS §
§
COUNTY OF FALLS §

RECITALS

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 January 21, 2020, issued a certificate for limitation on

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

WHEREAS, the District's Board of Trustees, through its adoption of Board Policy CCGB(LOCAL), delegated to the Superintendent of Schools authority to extend the statutory deadline by which the District must consider the Application, and Superintendent of Schools duly extended such deadline to December 31, 2020, and the Comptroller was provided notice of such extension as set out under 34 Texas Admin Code Section 9.1054(d);

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

WHEREAS, on May 18, 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 May 18, 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 May 18, 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 May 11, 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 May 18, the Board of Trustees approved the form of this Agreement for a limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I

DEFINITIONS

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

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

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

"Applicant" means HECATE ENERGY ROSELAND SOLAR LLC, (*Texas Taxpayer ID # 32070337533*), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

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

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

"Application" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by the Applicant on September 16, 2019. 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 Falls County Appraisal District.

"Board of Trustees" means the Board of Trustees of the Riesel Independent School District.

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

- The Project has been constructed, tested, and is fully capable of operating for the purpose of generating electricity for sale on one or more commercial markets;
- The Project has received written authorization from the grid operator for interconnection, integration, and synchronization of the plant with the grid; and
- The Project has obtained all permits, required approvals, and has met all requirements necessary for safely and reliably generating electricity and delivering electricity onto the grid.

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

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

"County" means Falls County, Texas.

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

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

"Force Majeure" means acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in

writing with proof of receipt within 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

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

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

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

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

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

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

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

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

"State" means the State of Texas.

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

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

assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

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

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

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

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of the Agreement, the conflict shall be resolved by reference to Section 1.9.C.

"Applicable School Finance Law" means Chapters 48 and 49 of the TEXAS EDUCATION CODE (previously Chapters 42 and 41, and other applicable provisions), the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE); Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District; and, the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules, regulations, and interpretations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future which impact or alter the calculation of the Applicant's ad valorem tax obligation or the Revenue Protection Amount in Section 4.2 of this Agreement to the District, either with or without the limitation of property values made pursuant to this Agreement.

"Consultant" shall have the same meaning as assigned to such term in Section 4.4 of this Agreement.

"Revenue Protection Amount" means the revenue protection payment required as part of this Agreement as set out in TEXAS EDUCATION CODE Section 48.256(d) and shall have the meaning assigned to such term in Section 4.2 of this Agreement.

"Maintenance and Operations Revenue" or "M&O 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 the applicable provisions of the TEXAS EDUCATION CODE or any other statutory provision as well

as any amendment or successor statute to these provisions, as applicable, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, as applicable.

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

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

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is October 29, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is May 18, 2020.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 1, 2021, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by § 313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2022, 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, 2023, the first complete Tax Year that begins after the end of the Qualifying Time Period, and

ii. Ends on December 31, 2032, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.

E. The Final Termination Date for this Agreement is December 31, 2037, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii plus 5 years.

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 (\$30,000,000.00).

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 \$30,000,000.00 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 \$722.00 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;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III

QUALIFIED PROPERTY

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

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

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

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

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

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES. Subject to the limitations contained in this Agreement (including Section 7.1), it is the intent of the Parties that the District shall, in accordance with the provisions of TEXAS TAX CODE § 313.027(f)(1), be compensated by the Applicant for any loss

that the District incurs in its Maintenance and Operations Revenue as a result of, or on account of, the Parties' entering into this Agreement. Such compensation shall be independent of, and in addition to, all such other payments as are set forth in Article V and Article VI. Subject only to the limitations contained in this Agreement (including Section 7.1), it is the intent of the Parties that the risk of any negative financial consequence to the District as a result of Applicant's location of Applicant's Qualified Investment and Applicant's Qualified Property in the District and the Parties' entering into this Agreement will be borne by the Applicant and not by the District and be paid by the Applicant to the District in addition to any and all payments due under Article V and Article VI.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF MAINTENANCE AND OPERATIONS REVENUES BY THE DISTRICT. Subject to the provisions of Section 7.1, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "Revenue Protection Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

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

Where:

(i) "Original M&O Revenue" means the total State and local Maintenance and Operations Revenue that the District would have received for the school year under TEXAS EDUCATION CODE Section 48.256(d) had this Agreement not been entered into by the Parties and the Applicant's Qualified Property and/or the Applicant's Qualified Investment been subject to the District's ad valorem Maintenance and Operations tax rate without any limitation on value at the rate applicable for such Tax Year. For purposes of this calculation, the Consultant will base its calculations upon actual local taxable values for each applicable year as certified by the County Appraisal District for all other taxable accounts in the District, save and except for the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property subject to this Agreement. The Original M&O Revenue is calculated using the taxable value of the Qualified Property as determined by the Appraisal District for purposes of calculating the value of the Qualified Property that is subject to the District's Interest & Sinking Fund tax.

(ii) "New M&O Revenue" means the total State and local Maintenance and Operations Revenue that District actually received for such school year.

B. In making the calculations required by this Section 4.2:

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

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

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

(iv) All calculations made under this Section 4.2 of this Agreement will reflect the Limitation on Appraised Value for such year.

(v) For all calculations made for any year during the tax Limitation Period under this Section 4.2, the New M&O Revenue will reflect the Tax Limitation Amount stated in Section 2.4 for such year. All calculations made under this Section 4.2 shall be made by a methodology which isolates the full M&O Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or any other factors not contained in this Agreement.

Section 4.3. COMPENSATION FOR LOSS OF OTHER REVENUES. In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

A. All non-reimbursed costs incurred by the District for extraordinary education-related expenses, as set forth in Section 5.1 below;

B. Any other loss of District revenues which are directly and solely attributable to the payment by the Applicant to or on behalf of any other third party beneficiary; and

C. Any other cost to the District, including costs under Section 8.6(C) below (but subject to the limitation set forth in Section 4.4 below), which are directly and solely attributable to compliance with State-imposed requirements relating to this Agreement.

Section 4.4. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Consultant") approved each year by the District. The District agrees that for all Tax Years the Consultant selected by the District shall be McDowell School Finance Consulting. If the District desires to select a Consultant other than McDowell School Finance Consulting, 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 Consultant 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.

Applicant shall only be responsible for payment of fees and expenses under this Section 4.7 not to exceed either (i) \$12,000 per year for the years of the Limitation Period and for which the Consultant is required to prepare calculations under Section 4.4; or (ii) \$6,000 per year for years during the Qualifying Time Period and any year following the Limitation Period during which Supplemental Payments are due to the District and/or required reports are due to the State Comptroller on the Project.

Section 4.5. 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 rolls submitted to the District pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Consultant selected under Section 4.4. 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 Consultant to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Consultant shall be adjusted from time to time by the Consultant to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax rolls or any other changes in student counts, tax collections, or other data.

Section 4.6. DELIVERY OF CALCULATIONS. On or before December 1 of each year for which this Agreement is effective, the Consultant appointed pursuant to Section 4.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Section 4.2, Section 4.3 and Article V of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Consultant's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Consultant 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 Consultant shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of Consultant's costs resulting from a review or audit of the Consultant's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Consultant pursuant to Section 4.7, if such fee is timely paid.

Section 4.7. PAYMENT BY APPLICANT. The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Consultant for all calculations under this Agreement under Section 4.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants (subject to the limitation set forth in Section 4.4 above) for the preparation and filing of any financial reports, disclosures, or Tax Credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement.

Section 4.8. RESOLUTION OF DISPUTES. Should the Applicant disagree with the certification prepared pursuant to Sections 4.2, 4.3, or Article V, the Applicant may appeal the findings, in

writing, to the Consultant within thirty (30) days of receipt of the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Consultant 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's Board of Trustees, in writing, 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 4.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT. If at the time the Consultant selected under Section 4.4 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 Property, and such appeal remains unresolved, the Consultant shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Consultant 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 Consultant.

Section 4.10. EFFECT OF STATUTORY CHANGES. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the Revenue Protection Amount limit set forth in Section 7.1, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the Revenue Protection Amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. EXTRAORDINARY EDUCATION-RELATED EXPENSES. In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for all non-reimbursable costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely related to the project that are not directly funded in state aid formulas, including expenses

for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment directly and solely attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. SUPPLEMENTAL PAYMENTS. 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 (the "Supplemental Payments") set forth in this Article VI.

A. Amounts Exclusive of Indemnity Amounts. 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 and VI are subject to the limitations contained in Section 7.1.

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 or required to be increased by the Legislature in a future year of this Agreement.

C. Explicit Identification of Payments to District. 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 made pursuant to Chapter 313, TEXAS TAX CODE, unless it is explicitly set forth in 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 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 TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be 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 2018-2019 Average Daily Attendance of 633.97, rounded to the whole number, except that if the District's Average Daily Attendance exceeds 633.97 in any year covered by this Agreement, that year's Average Daily Attendance will be used to calculate the amount of Supplemental Payments owed for the duration of the Agreement.

SECTION 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO ANNUAL LIMIT. On or before January 31, 2022 (the payment due date for Tax Year 2021), and continuing thereafter on or before the January 31 of each year for the maximum period permitted under Section 313.027(i) of the TEXAS TAX CODE, except that Applicant agrees to make its final Supplemental Payment for tax year 2035 on or before December 31, 2035 (i.e., Applicant shall make annual Supplemental Payments beginning January 31, 2022 and continuing through January 31, 2034, the payment due date for Tax Year 2033. Applicant's final Supplemental Payment shall be due on or before December 31, 2035 for Tax Year 2035). The Applicant shall make a Supplemental Payment to District in an amount equal to the greater of the allowable amounts described in Section 6.2(D).

Section 6.4. 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 6.5. OPTION TO TERMINATE AGREEMENT. In the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement without penalty by notifying the District in writing of its exercise of such option. Additionally, 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 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.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to terminate, this Agreement shall terminate and be of no further force or effect; provided, however, that:

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

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

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

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

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

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

Section 8.4. DATA REQUESTS. Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the

District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

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

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

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

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.

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

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

- i. the 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 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, calculation, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring,

auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

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

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

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

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

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

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

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

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

omissions (each a “Material Breach”):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

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

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

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

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

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

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

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have thirty (30) 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 thirty (30) 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 Falls 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 Falls 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 thirty (30) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

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

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.1 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the thirty (30) 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 \$30,000,000.00 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:

Riesel Independent School District
Attention: Superintendent of Schools
Address: 600 E. Frederick
Riesel, Texas 76682
Phone: (254) 896-5000
E-Mail: bcope@rieselisd.org

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:
Hecate Energy, LLC

Attention: Andrew Boggs, Director, Development

Address: 621 West Randolph Street
Chicago, Illinois 60661

Phone: (612) 636-7953

E-Mail: aboggs@hecateenergy.com

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

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

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

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

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

i. The Applicant shall submit to the District and the Comptroller:

- a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
- b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
- c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;

ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and

iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

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

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;

ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

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

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

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 Falls County.

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

Section 10.7. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as

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

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

Section 10.9. INTERPRETATION.

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

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

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

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

Section 10.10. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall

constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS. The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows: A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website; B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website; C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

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

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

Section 10.14. CONFLICTS OF INTEREST.

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

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

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

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

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

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

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

B. Delivery is deemed complete as follows:

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

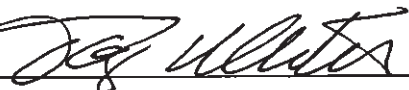
[Signatures follows on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 18th day of May, 2020.

HECATE ENERGY ROSELAND SOLAR, LLC

RIESEL INDEPENDENT SCHOOL DISTRICT

By: 
Name: Annalisa Rogers
Title: Director

By: 
Name: Tommy McClintock
Title: Board President RISD

ATTEST:


Name: Ben Saag
Secretary, Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

Resolution

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE JURISDICTION OF FALLS COUNTY, TEXAS.

WHEREAS, the creation and retention of job opportunities that bring new wealth is one of the highest civic priorities; and,

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

WHEREAS, Falls County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

WHEREAS, any tax incentives offered in Falls County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

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

WHEREAS, Texas laws requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by minimum votes, as provided by said state law; and,

WHEREAS, these guidelines and criteria shall not be constructed as implying or suggesting that the County of Falls, or any other taxing jurisdiction, is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

WHEREAS, these guidelines and criteria are approved for circulation to all affected taxing jurisdiction for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements;

NOW THEREFORE BE IT RESOLVED THAT, said guidelines and criteria are as follows:

Sec. 1. Definitions

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, and certain personal property, in a reinvestment zone designated by the County of Falls for economic development purposes.

(b) "Affected jurisdiction" means the County of Falls, and any other taxing jurisdiction with any substantial parts of its area located in Falls County; and that levies ad valorem taxes and provides services to property located in said County; and that chooses to participate in tax abatement agreements by, or pursuant to, these guidelines.

(c) "Agreement" means a contractual agreement between a property owner or lessee, or both,

and an affected jurisdiction for the purposes of tax abatement.

(d) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement, plus the agreed-upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(e) "Deferred maintenance" means improvements necessary for continued operations that do not improve productivity or alter the process technology.

(f) "Distribution Center Facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, primarily to receive, store, service, or distribute goods or materials owned by the facility operator.

(g) "Expansion" means the addition of permanent building and structures, fixed machinery and equipment for purposes of increasing production capacity.

(h) "Facility" means property improvements completed or in the process of construction that together comprise an integral whole.

(i) "Manufacturing Facility" means permanent buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of permanent buildings and structures, alteration, or installation of permanent buildings and structures, fixed machinery and equipment. Modernization shall include improvements for the purposes of increasing productivity or updating the technology of machinery or equipment or both.

(k) "New Facility" means a property previously undeveloped that is placed into service by means other than by, or in conjunction with, expansion or modernization.

(l) "Other basic industry" means permanent buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used, for the production of products or services that primarily serve a market that result in the creation of new permanent jobs, and that bring in new wealth.

(m) "Productive life" means the number of years a property improvement is expected to be in service in a facility.

(n) "Regional entertainment facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.

(o) "Research facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used primarily for the research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(p) "Regional service facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, to service goods.

(q) "Renewable Energy Resource" means a resource which produces energy derived from renewable energy technologies, as defined in PUC Substantive Rule 25.5.

Sec. 2. Criteria for Abatement and Designation a Reinvestment Zone.

(a) Authorized facility. A facility may be eligible for abatement if it is a manufacturing facility, research facility, distribution center or regional service facility, regional entertainment facility, renewable energy resource, or other basic industry.

(b) Creation of new value. Abatement may be granted only for the additional value of eligible property improvements made subsequent to, and specified in, an abatement agreement between Falls County and the property owner or lessee, subject to such limitation as Falls County may require.

(c) New and existing facilities. Abatement may be for new facilities and improvements to existing facilities purposes of modernization or expansion.

(d) Eligible property. Abatement may be extended to the value of permanent buildings and structures, fixed machinery and equipment, and certain other personal property, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.

(e) Ineligible property. The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased, except as provided in Section 2 (f); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, that are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

(f) Owned and Leased Facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Value and term of abatement. A tax abatement agreement granted by Falls County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% of the ad valorem property taxes assessed.

(h) Economic qualification. In order to be eligible to receive tax abatement the planned improvement:

(1) must be expected to prevent the loss of employment, retain employment, or create employment on a permanent basis.

(2) must not be expected to solely or primarily have the effect of transferring employment from

one part of the County of Falls to another; and,

(i) Existing business. Recognizing the importance of cosmetic improvements to the community of those existing businesses that modernize or expand over and above normal repair and upkeep, they may be granted a two-year tax abatement of the amount of value the facility is increased. (If a business has a building appraised at \$50,000.00 and modernization or expansion changes the appraised value to \$100,000.00, \$50,000.00 of the new value could be abated for two years beginning January 1 after the year completed.)

(j) Taxability. From the execution of the abatement agreement to the end of the agreement period taxes shall be assessed as follows:

(1) the value of ineligible property as provided in Section 2 (e) shall be fully taxable; and,

(2) the base year value of existing eligible property as determined each year shall be fully taxable; and,

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g, h, &i).

Sec. 3. Application and Hearing

(a) Any present or potential owner of taxable property in the jurisdiction of the Taxing Entities of the County of Falls, Texas may request tax abatement by filing a written request with the Falls County Commissioners Court via the office of the County Judge Electronic or facsimile transmission of documents, while informative, do not meet the requirements of this Section.

(b) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken including their estimated cost; a descriptive list of the improvements that will be a part of the facility; a map and property description; and a time schedule for undertaking and completing the planned improvements and an estimate of the number of jobs created or preserved

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the application.

The application form requires financial and other information that may be appropriate for evaluating the financial capacity of the applicant and any other factors.

(c) After receipt of an application, the Commissioners Court shall determine within forty-five(45) days how to proceed with the application. Within this time frame, the Commissioners Court shall choosetodeny the application, consider the application, or consider the application on an expedited basis:

(d) Consideration of Application. If the County determines that the application should be further considered, then the County Judge shall schedule a hearing to obtain public input on the

application. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. the Commissioners' Court shall pass an order creating the reinvestment zone for the project and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. In the manner prescribed in Chapter 312 of the Texas Tax Code, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement as submitted or as modified by the Court or to decline. The approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) Expedited Consideration of Application. If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. In the manner prescribed by Chapter 312 of the Texas Tax Code, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought along with a copy of the proposed tax abatement agreement. and must publish notice of the hearing time, place and subject in the local newspaper. During the Commissioners' Court meeting, the Commissioners' Court shall evaluate the application against the criteria in Sections 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners' Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners' Court may finally vote by simple majority to enter into the tax abatement agreement, vote to modify the agreement or decline to enter into the agreement. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) Confidentiality. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement under this chapter that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

(g) When the abatement is disapproved, an applicant may be granted a review, or rehearing, in which a new application and hearing may be required.

(h) Tax abatement may not be approved if the County finds that the application therefore was filed after the commencement of the construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.

(i) Request for variance from the provisions of Section 2 may be made in written form to the Commissioners' Court of Falls County. Such request shall include all the items listed in Section 3 (b) above, together with a complete description of the circumstances that prompt the applicant to request variance. The approval process for a variance shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

Sec. 4. Standards for denying Approval of Abatement.

(a) If any affected jurisdiction is able to conclusively show cause in the public hearing why the granting of the abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity, or the providing of services, Falls County shall deny the approval of abatement.

(b) An abatement agreement shall not be granted if it is determined that:

(1) there would be substantial adverse effect on the providing of government services or tax basis;

(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health, or morals; or,

(4) codes or laws would be violated.

Sec. 5. Effect of Approval of Application

Falls County Commissioners' Court acts only for the taxing entity of Falls County and for no other taxing entity within Falls County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the effected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

Sec. 6. Tax Abatement Agreements

The Falls County Commissioners' Court after approval of an application shall enter into an agreement with the applicant. Such agreements shall be executed with the owner of the facility, and with the lessee when required. Such agreements shall include:

(1) the estimated value to be abated and the base year value;

(2) the percentage of value to be abated each year as provided in Sec. 2 (g, h, &i);

(3) the commencement date and the termination date of abatement;

(4) the proposed use of the facility, nature of construction, time schedule, map, property description, and improvements list as provided in application, Section 3 (b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration, and assignment as provided in Sections 2 (a), 2 (f), 2 (g, h, &i), 7, 8, and 9.

(6) size of investment and number of jobs involved along with qualifiers as applicable including distinguishing between full, part time and seasonal jobs and general skills and paygrades. Such agreement be executed within 30 days after the applicant has forwarded all necessary information and documentation to the County; and

(7) the agreement shall stipulate that employees, or designated representatives, or both, of

Falls County will have access to the reinvestment zone during the terms of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of 24 hours prior notice and will be conducted in such a manner that they will not unreasonably interfere with the construction or operation or both of the facility. All inspections will be made in the presence of one or more representatives of the company or individual and in accordance with the safety standards of the company or individual. The agreement shall further stipulate the form and frequency of the required reporting to demonstrate both initial and ongoing compliance.

Sec. 7 Recapture

(a) If the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason excepting casualty or accident or natural disaster, for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within 60 days from the date of termination.

(b) If the Falls County Commissioners' Court determines that the company or individual is in default according to the terms and conditions of its agreement, the Commissioners' Court shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within 30 days from the date of such notice ("cure period"), then the agreement may be terminated.

(c) If the company or individual (1) allows its ad valorem taxes owed to the County of Falls, or any other taxing entity in Falls County, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest or both; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure-period, or (3) has liens or judgments filed against it by the IRS or (4) defaults in the payments of obligations to its creditors or is subject to a voluntary or involuntary transfer for the benefit of its creditors then the agreement may then be terminated by Falls County, and all taxes previously abated by virtue of the agreement will be recaptured and payable within 60 days of the termination.

Sec. 8. Administration

(a) The Chief Appraiser of the Falls County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, any company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the chief appraiser shall notify the affected jurisdictions that levy taxes of the amount of the assessment.

(b) Upon completion of construction, a designated representative of Falls County shall annually evaluate each facility receiving abatement to ensure compliance with the agreement and shall make a report to the Commissioners' Court regarding the findings of each evaluation.

Sec. 9. Assignment

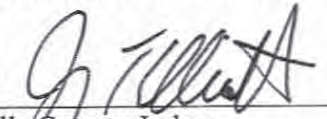
Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Falls County Commissioners Court, subject to the financial capacity of the assignee and provided that all conditions and obligations in the

abatement agreement are guaranteed by the execution of a new contractual agreement between the new owner and Falls County. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner, or the new lessee are liable to any taxing entity in Falls County for outstanding delinquent taxes or other obligations.

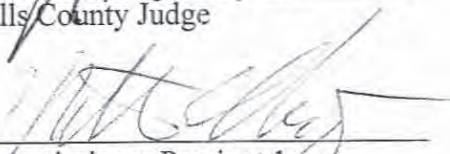
Sec. 10. Sunset Provision

The guidelines and criteria are effective upon the date of their adoption and will remain in force for two years unless amended by a three-quarters vote of the Falls County Commissioners' Court, at which time the tax abatement contracts created according to these provisions will be reviewed to determine whether or not the goals have been achieved. Based on that review, the guidelines and criteria may be further modified, renewed or eliminated.

Moved, Seconded, and Passed Unanimously, This the 10th day of July 2019.



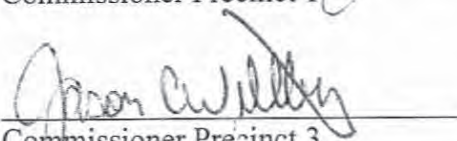
Falls County Judge



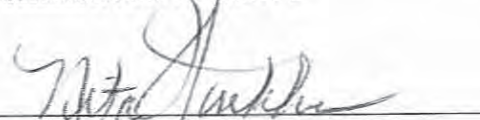
Commissioner Precinct 1



Commissioner Precinct 2

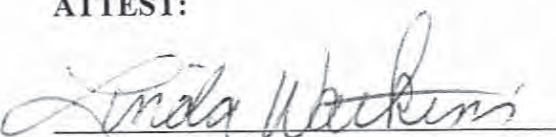


Commissioner Precinct 3



Commissioner Precinct 4

ATTEST:



Falls County Clerk



FALLS COUNTY TAX ABATEMENT APPLICATION
FOR
ECONOMIC DEVELOPMENT INCENTIVES

PROPERTY/PROJECT DESCRIPTION

1. Property Owner:

Mailing Address:

Telephone:
2. Project Sponsor:
(If different than property owner)
Mailing address:

Telephone:
3. Applicant's Representative:

Telephone:
4. Property Address:

Legal Description:

(provide attachment if by metes and bounds)
5. Located within: (School or other taxing district)
6. Description of Project:
7. Date(s) projected for occupation of project/initiation of operations:
8. Employment Impact
 - a. How many jobs will be brought to Falls County?
 - b. What types of jobs will be created?
 - c. What will the total annual payroll be?

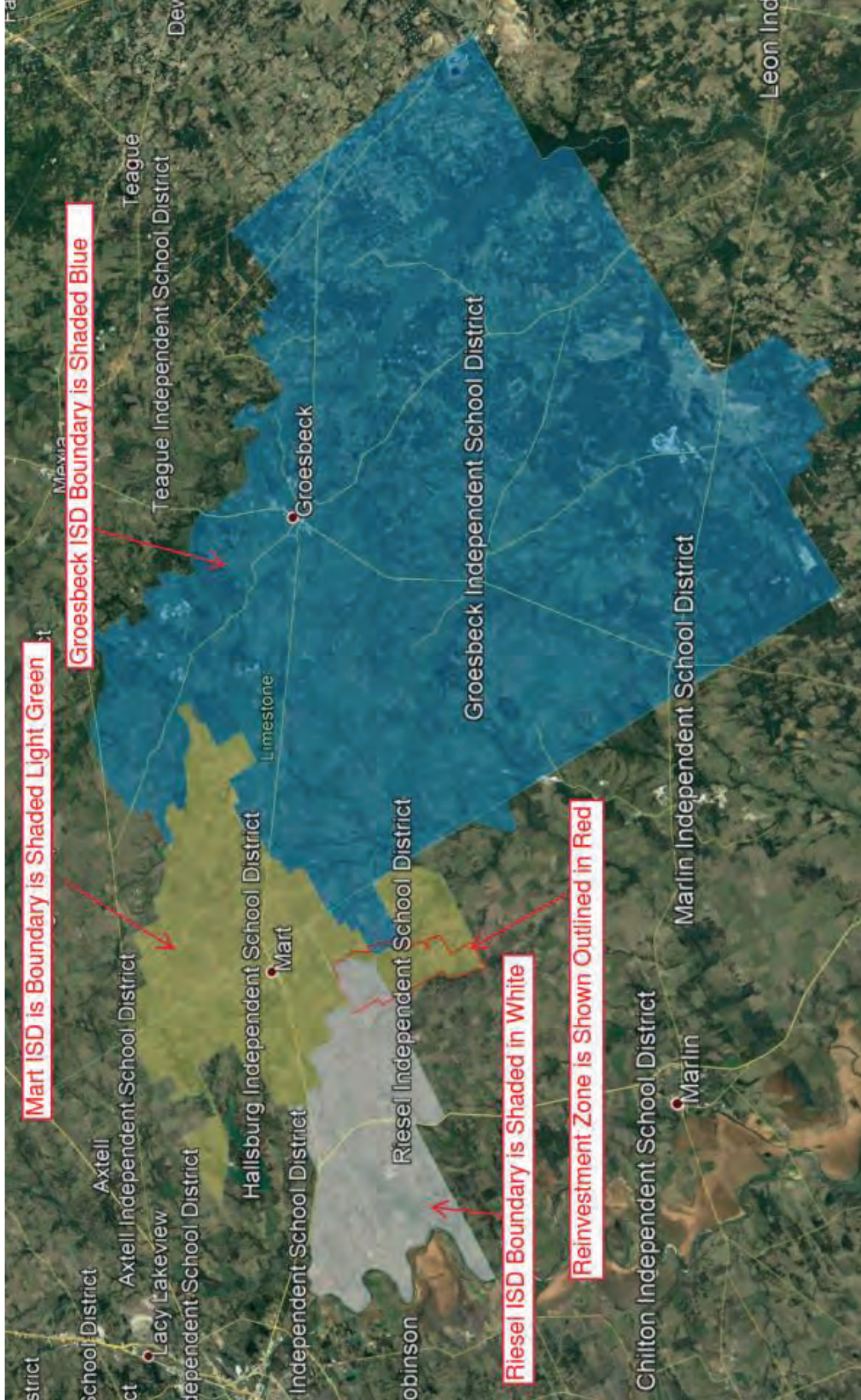
9. Fiscal Impact

- a. How much real and personal property value will be added to the tax roles?
- b. How much direct sales tax will be generated?
- c. How will this project affect existing business and/or office facilities?
- d. What infrastructure construction would be required?
- e. What is the total annual operation budget of this facility projected to be?

10. Community Impact

- a. What effect would the project have on the local housing market?
- b. What environmental impact, if any, will be created by the project?

11. Type and value of incentive requested:



Mart ISD is Shaded Light Green

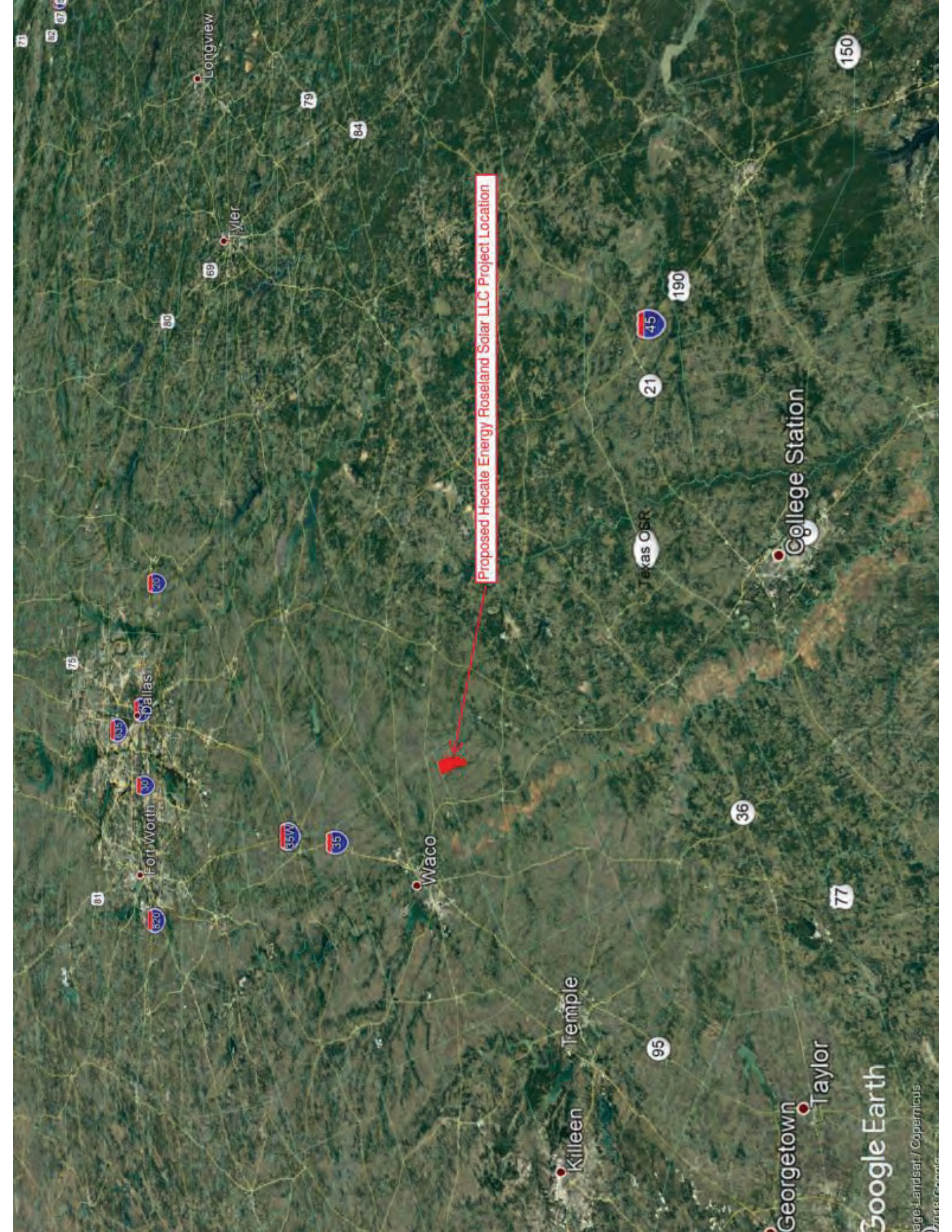
Groesbeck ISD Boundary is Shaded Blue

Riesel ISD Boundary is Shaded in White

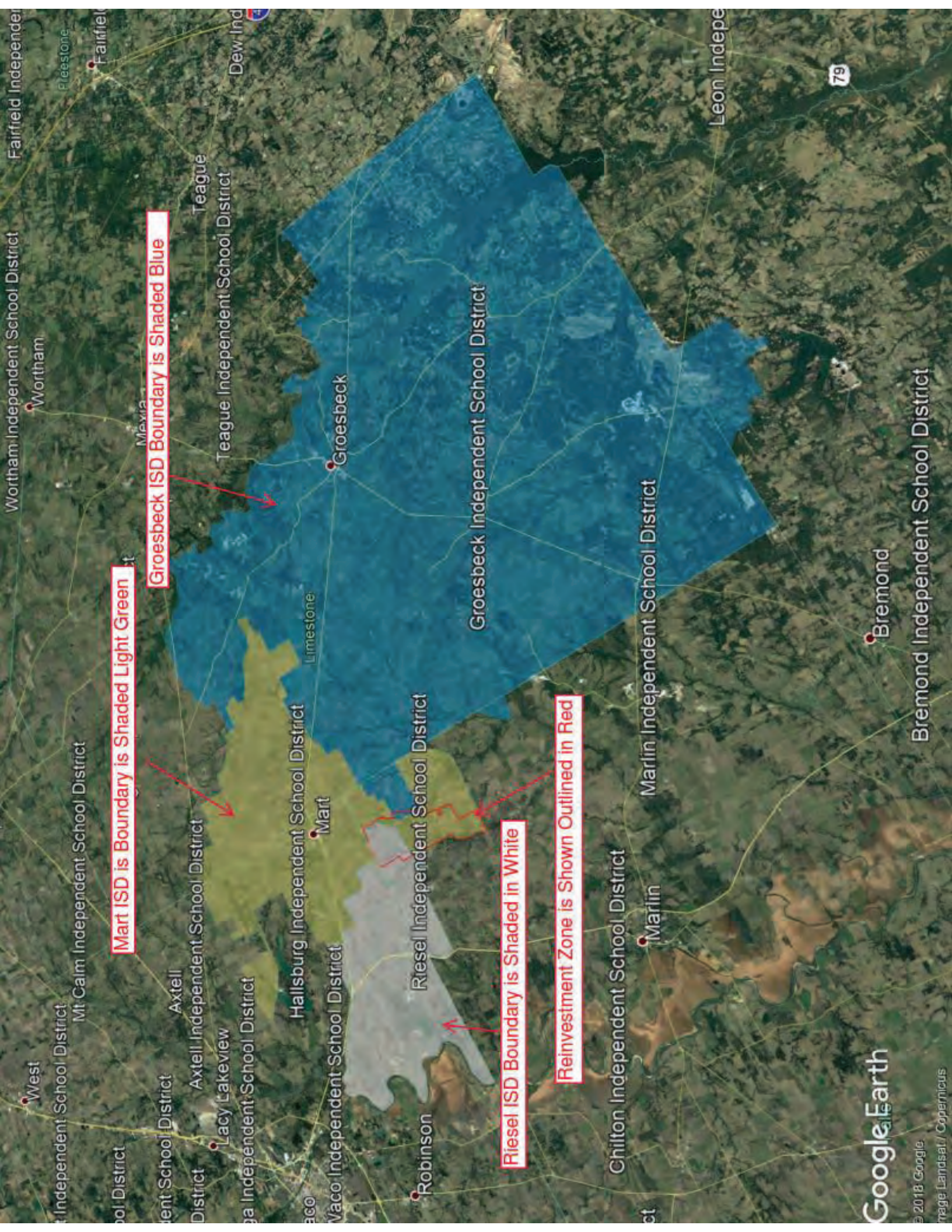
Reinvestment Zone is Shown Outlined in Red

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND



Proposed Hecate Energy Roseland Solar LLC Project Location

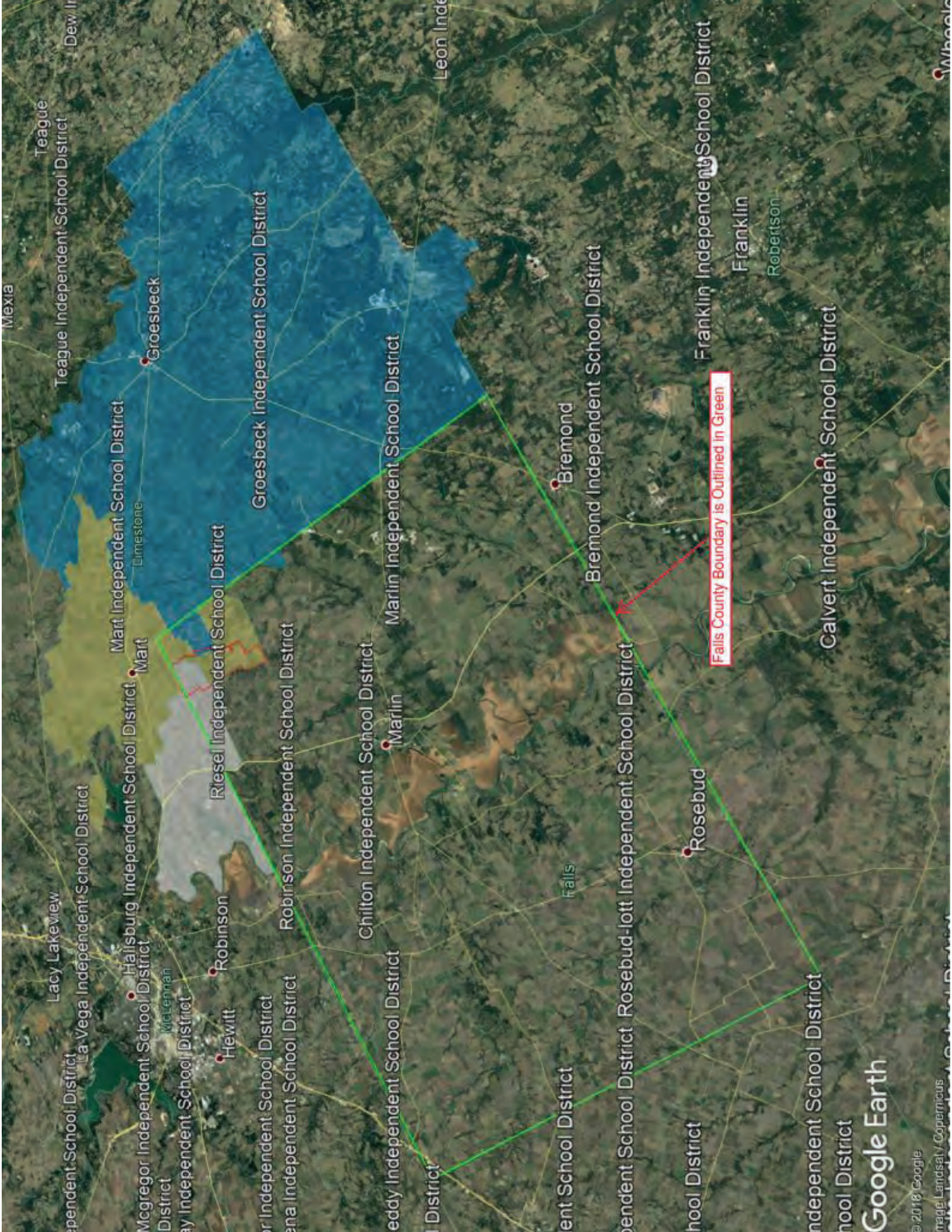


Mart ISD is Boundary is Shaded Light Green

Groesbeck ISD Boundary is Shaded Blue

Riesel ISD Boundary is Shaded in White

Reinvestment Zone is Shown Outlined in Red



Falls County Boundary is Outlined in Green

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

Description of Qualified Investment

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE – The maps herein show the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Description of Qualified Property

Hecate Energy Roseland Solar LLC proposes to construct a 500 MW ac (net capacity) Photovoltaic solar facility that would be sited on approximately 6,169 acres of land between the towns of Mart, TX and Riesel, TX in Falls County. This application covers all qualified property in the reinvestment zone and the project boundary within Riesel ISD

Qualified Investment and Qualified Property would generate 200MW and includes underground collection systems, transmission lines, electrical interconnections, roads, control systems necessary for commercial generation of electricity, approximately 668,973 solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, roadways, paving, fencing, electrical substations, generation transmission tie line and associated towers, and interconnection facilities.

NOTE – The maps herein show the proposed project area with the preliminary panel and inverter locations. The exact placement of these panels and inverters is subject to ongoing planning, soil studies, and engineering and will be determined before construction begins.

EXHIBIT 5

AGREEMENT SCHEDULE

	Year of Agreement	School Year	Tax Year	Summary
Limitation Pre-Years	0	2021-2022	2021	Limitation Pre-Year; QTP Begins January 1, 2021
	0	2022-2023	2022	Limitation Pre-Year; QTP Ends December 31, 2022
Limitation Period (10 Years)	1	2023-2024	2023	\$30 Million appraisal limitation
	2	2024-2025	2024	\$30 million appraisal limitation
	3	2025-2026	2025	\$30 million appraisal limitation
	4	2026-2027	2026	\$30 million appraisal limitation
	5	2027-2028	2027	\$30 million appraisal limitation
	6	2028-2029	2028	\$30 million appraisal limitation
	7	2029-2030	2029	\$30 million appraisal limitation
	8	2030-2031	2030	\$30 million appraisal limitation
	9	2031-2032	2031	\$30 million appraisal limitation
	10	2032-2033	2032	\$30 million appraisal limitation; Limitation Period Ends December 31, 2032
Maintain Viable Presence	11	2033-2034	2033	No appraisal limitation; must maintain viable presence
	12	2034-2035	2034	No appraisal limitation; must maintain viable presence
	13	2035-2036	2035	No appraisal limitation; must maintain viable presence
	14	2036-2037	2036	No appraisal limitation; must Maintain viable presence.
	15	2037-2038	2037	No appraisal limitation; must maintain viable presence; Final Termination Date: December 31, 2037.

AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND
OPERATIONS TAXES by and between RIESEL INDEPENDENT SCHOOL DISTRICT and HECATE ENERGY ROSELAND
SOLAR LLC

EXHIBIT I

Comptroller's Approval of Agreement

Date: May 18, 2020



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

May 11, 2020

Brandon Cope
Superintendent
Riesel Independent School District
600 E. Frederick
Riesel, TX 76682

Re: Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Riesel Independent School District and Hecate Energy Roseland Solar, LLC, Application 1426

Dear Superintendent Cope:

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 Riesel Independent School District and Hecate Energy Roseland Solar, 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,

DocuSigned by:

Will Counihan

45D47260A6AB46C...

Will Counihan

Director

Data Analysis & Transparency Division

cc: Morgan Beam, Walsh Gallegos Trevino Russo & Kyle, P.C.
Andrew Boggs, Hecate Energy, LLC
Sam Gregson, Cummings Westlake LLC

EXHIBIT J

Applicant's Taxable Entity Status



Franchise Tax Account Status

As of : 05/17/2020 22:19:54

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

HECATE ENERGY ROSELAND SOLAR LLC	
Texas Taxpayer Number	32070337533
Mailing Address	211 E 7TH ST STE 620 AUSTIN, TX 78701-3218
? Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	04/08/2019
Texas SOS File Number	0803285897
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET, SUITE 620 AUSTIN, TX 78701