



Electra Wind, LLC

Chapter 313 Application

**for Appraised Value Limitation on Qualified Property
with the Harrold Independent School District**

April 20, 2015

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	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> 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 <p>Note: Electronic maps should be high resolution files. Include map legends/markers.</p>
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	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> 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* <p>* To be submitted with application or before date of final application approval by school board</p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

Attachments for Electra Wind, LLC Harrold ISD VLA Application

Tab Item 1

Application:

See the following 7 pages of the Electra Wind, LLC application using form 50-296-A 05-14/2.



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

Economic Development
and Analysis
Form 50-296-A

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

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

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

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

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

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

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

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

SECTION 1: School District Information

1. Authorized School District Representative

4/20/15

Date Application Received by District

David

Thweatt

First Name

Last Name

Superintendent

Title

Harrold Independent School District

School District Name

18106 Stewart Street

Street Address

Mailing Address

Harrold

TX

76364

City

State

ZIP

940-886-2213

Phone Number

Fax Number

david.thweatt@harroldisd.net

Mobile Number (optional)

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)

Tom _____
First Name

Alvis _____
Last Name

Title

Moak, Casey & Associates _____
Firm Name

512-485-7878 _____
Phone Number

512-485-7888 _____
Fax Number

talvis39@gmail.com _____
Email Address

Mobile Number (optional) _____

4. On what date did the district determine this application complete? 4/30/2015

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)

Declan _____
First Name

Flanagan _____
Last Name

CEO _____
Title

Lincoln Clean Energy, LLC _____
Organization

401 North Michigan Avenue, Suite 501 _____
Street Address

401 North Michigan Avenue, Suite 501 _____
Mailing Address

Chicago _____
City

IL _____
State

60611 _____
ZIP

312-237-4700 _____
Phone Number

312-237-4700 _____
Fax Number

dflanagan@lincolnclean.com _____
Business Email Address

Mobile Number (optional) _____

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.

Philip _____
First Name

Moore _____
Last Name

VP of Development _____
Title

Lincoln Clean Energy, LLC _____
Organization

101 W. 6th Street, Suite 608 _____
Street Address

Mailing Address

Austin _____
City

TX _____
State

78701 _____
ZIP

512-767-7461 _____
Phone Number

512-767-7463 _____
Fax Number

pmoore@lincolnclean.com _____
Business Email Address

Mobile Number (optional) _____

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)

First Name _____ Last Name _____
 Title _____
 Firm Name _____
 Phone Number _____ Fax Number _____
 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? Electra Wind, LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 32055164449
3. List the NAICS code 221115
4. Is the applicant a party to any other pending or active Chapter 313 agreements? Yes No
- 4a. If yes, please list application number, name of school district and year of agreement
Pending Chapter 313 Application with Vernon ISD submitted to the Comptroller on 4/14/2015

SECTION 5: Applicant Business Structure

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

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements (<i>complete Section 13</i>)
<input type="checkbox"/> Expansion of existing operation on the land (<i>complete Section 13</i>)	<input type="checkbox"/> 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 August 2015
- 2. Commencement of construction November 2015
- 3. Beginning of qualifying time period August 2015
- 4. First year of limitation 2017
- 5. Begin hiring new employees Q4 2016
- 6. Commencement of commercial operations Q4 2016
- 7. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? Yes No
Note: Improvements made before that time may not be considered qualified property.
- 8. When do you anticipate the new buildings or improvements will be placed in service? Q4 2016

SECTION 10: The Property

- 1. Identify county or counties in which the proposed project will be located Wilbarger County, TX
- 2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Wilbarger 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: Wilbarger County (\$0.43880, 100%) City: N/A
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Hospital District: Wilbarger (\$0.156691, 100%) Water District: N/A
(Name, tax rate and percent of project) (Name, tax rate and percent of project)
 Other (describe): Vernon College (\$0.217669, 100%) Other (describe): N/A
(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 www.texasahead.org/tax_programs/chapter313/.

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

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? 5-18-15

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): \$ _____
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): \$ _____

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 2015
(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
6 new qualifying jobs for the entire wind project included in both Vernon and Harrold ISDs
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 732.25
 - b. 110% of the average weekly wage for manufacturing jobs in the county is 1,133.00
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 842.60
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? 43,821.80
10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 44,000.00
11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No
12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(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**.

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

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

Tab Item 3

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

1. Electra Wind, LLC is a Delaware Limited Liability Company formed on September 15th, 2014. Electra Wind, LLC has not been required to file a franchise tax report to date.
2. Electra Wind, LLC is registered in the State of Texas as a foreign limited liability company, File Number 802064901, in the Office of the Secretary of State. Taxpayer number 32055164449.
3. Electra Wind, LLC has one member with 100% ownership, Lincoln Clean Energy, LLC, which is registered in the State of Texas as a foreign limited liability company, File Number 801318039, in the Office of the Secretary of State. Taxpayer number 32042627284.
4. Contact information for Electra Wind, LLC is as follows:

Contact: Trevor Sholly
Phone: (512) 767-7462
Email: tsholly@lincolnclean.com

5. In addition, we have attached herewith a Texas Franchise Tax Public Information Report Certificates of Account Status from the Texas Comptroller's Office that show that all current affiliates of Lincoln Clean Energy, LLC that are doing business in Texas are in good standing. This includes Horse Creek Wind, LLC; Lincoln Clean Energy, LLC; Lincoln Clean Energy Development, LLC; TX Windwood Wind, LLC; Electra Wind, LLC; TX Nazareth Solar, LLC; Rockwood Energy Center, LLC; and Shawnee Energy Center, LLC.



CS-102
(Rev. 9-13-02)

Texas Franchise Tax Public Information Report

To be filed by corporations, limited liability companies (LLC) and financial institutions.
This report MUST be signed and filed to satisfy franchise tax requirements.

■ **Tcode** 13196 Franchise

■ **Taxpayer number**

3 2 0 4 2 6 2 7 2 8 4 2 0 1 4

■ **Report year**

You have certain rights under Chapter 232 and 239, Government Code, to receive information and information use history from the Comptroller of Public Accounts.

Taxpayer name LINCOLN CLEAN ENERGY, LLC ("LCE")		<input type="checkbox"/> Blacken circle if the mailing address has changed.	
Mailing address 401 N MICHIGAN AVE., STE. 501		Secretary of State (SOS) file number or Comptroller file number 0801318039	
City CHICAGO	State IL	ZIP Code 60611	File #

Blacken circle if there are currently no changes from previous year and no instructions displayed, complete the applicable information in Sections A, B and C.

Head office _____
Head office of business _____

Please sign below!

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



SECTION A Name, title and mailing address of each officer, director or manager.

Name DECLAN FLANAGAN	Title CEO	Director <input checked="" type="checkbox"/> YES	Term expiration m d y y
Mailing address 401 N MICHIGAN AVE., STE. 501	City CHICAGO	State IL	ZIP Code 60611
Name ROBERT CRAIG	Title CFO	Director <input type="checkbox"/> YES	Term expiration m d y y
Mailing address 401 N MICHIGAN AVE., STE. 501	City CHICAGO	State IL	ZIP Code 60611
Name	Title	Director <input type="checkbox"/> YES	Term expiration m d y y
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (parent) corporation or limited liability company (SEE ATTACHMENT FOR LCE'S SUBSIDIARIES)	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

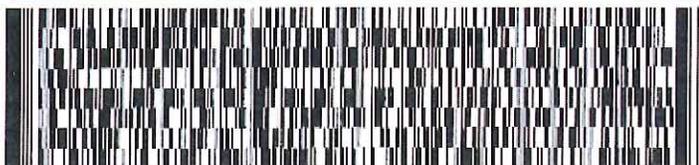
Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Registered agent and authorized officer or employee file (see instructions for additional details)	<input type="checkbox"/> Blacken circle if you need to file for change of the registered agent or registered office information.		
Agent	City	State	ZIP Code
Officer			

The above information is required by section 171.001 of the Tax Code for each corporation or limited liability company that files a Texas franchise tax report. Use additional sheets for Section A, B and C, if necessary. This information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date hereon, and that I am the signatory of this report, has been mailed to each person named in this report who is an officer, director or manager and who is a non-affiliated party, a related corporation or limited liability company.

sign here! The **ACCOUNTING MGR** Date **10/30/2014** A-Number and phone number **(312) 237-4705**

Texas Comptroller Official Use Only



VC/DE PIR/IND





Texas Franchise Tax Public Information Report

Taxpayer number: 32042627284
Report year: 2014
Taxpayer name: Lincoln Clean Energy, LLC

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

<u>Name of owned subsidiary</u>	<u>State of formation</u>	<u>Texas SOS file number, if any</u>	<u>% of ownership</u>
NI Oak Solar Pkcs, LLC	Delaware	N/A	100%
Monument Power, LLC	Delaware	N/A	50%
Lincoln Clean Energy Development, LLC	Delaware	N/A	100%
Shawnee Energy Center, LLC	Delaware	N/A	100%
Rockwood Energy Center, LLC	Delaware	0802018934	100%
TX Windwood Wind, LLC	Delaware	0801608933	100%
Electra Wind, LLC	Delaware	0802064931	100%

901 North Michigan Avenue, Suite 901, Chicago, IL 60611



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Franchise Tax Account Status

As of: 03/16/2015 11:32:59 AM

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HORSE CREEK WIND, LLC	
Texas Taxpayer Number	32055858131
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	12/09/2014
Texas SOS File Number	0802115561
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

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LINCOLN CLEAN ENERGY, LLC	
Texas Taxpayer Number	32042627284
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	09/13/2010
Texas SOS File Number	0801318039
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

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TX WINDWOOD WIND, LLC	
Texas Taxpayer Number	32048186160
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	06/07/2012
Texas SOS File Number	0801608903
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST. STE 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of 03/16/2015 11:41:08 AM

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ELECTRA WIND, LLC	
Texas Taxpayer Number	32055164449
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	09/16/2014
Texas SOS File Number	0802064901
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST. STE 900 DALLAS, TX 75201



Franchise Tax Account Status

As of: 03/16/2015 11:42:10 AM

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TX NAZARETH SOLAR, LLC	
Texas Taxpayer Number	32053632850
Mailing Address	1999 BRYAN ST STE 900 DALLAS, TX 75201-3140
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/31/2014
Texas SOS File Number	0801962036
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN STREET SUITE 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/16/2015 11:43:59 AM

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SHAWNEE ENERGY CENTER, LLC	
Texas Taxpayer Number	32055394756
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	10/10/2014
Texas SOS File Number	0802081029
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



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Franchise Tax Account Status

As of: 03/16/2015 11:43:03 AM

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ROCKWOOD ENERGY CENTER, LLC	
Texas Taxpayer Number	32054494920
Mailing Address	401 N MICHIGAN AVE STE 501 CHICAGO, IL 60611-5883
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	06/30/2014
Texas SOS File Number	0802018903
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201



Franchise Tax Account Status

As of: 03/20/2015 10:59:15 AM

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LINCOLN CLEAN ENERGY DEVELOPMENT, LLC	
Texas Taxpayer Number	32053519677
Mailing Address	1999 BRYAN ST STE 900 DALLAS, TX 75201-3140
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	03/19/2014
Texas SOS File Number	0801955105
Registered Agent Name	NATIONAL REGISTERED AGENTS, INC.
Registered Office Street Address	1999 BRYAN ST. SUITE 900 DALLAS, TX 75201

Tab Item 4

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.

Description of the Project:

Electra Wind, LLC ("Electra Wind") is requesting a Chapter 313 Appraised Value Limitation Agreement from Harrold ISD for a proposed renewable energy project using wind turbines (the "Project") to be constructed in Harrold and Vernon ISDs in eastern Wilbarger County.

The proposed Project will include a total of up to 100 wind turbine generators (approximately 35 wind turbine generators located in Harrold ISD and 65 located in Vernon ISD), for a total capacity of up to 200 megawatts (MW), spanning the Harrold and Vernon school districts in eastern Wilbarger County, Texas. The current plan is to utilize 2.0 MW turbines. The Project is anticipated to cover approximately 25,000 acres of privately-owned land (approximately 35% contained within Harrold ISD and 65% contained within Vernon ISD), all currently used as farmland or pasture, and such uses can continue as the Project is designed to be compatible with such activities. In addition to the wind turbines, the Project will also include an operations and maintenance building (currently planned to be located in Vernon ISD), a series of new access roads to the turbines, underground electrical collection cables, meteorological towers, a substation, and an overhead transmission line connecting to a substation at the Point of Interconnection to the new ERCOT transmission line.

Construction of the Project will commence in November of 2015 and is anticipated to be complete in the fourth quarter of 2016.

*NOTE: The map in Tab 11 shows the potential locations of the turbines located within Haskell ISD boundaries for 35 wind turbines, however, the final number is dependent on upon ongoing negotiations with the power purchasers and other factors.

Tab Item 5

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

The Applicant for this Project has entered into a number of contracts related to the project, including long-term lease option agreements with area landowners, a limited-notice-to-proceed contract with a contractor, and environmental consultants to assess the suitability of the site, and agreements with the transmission provider.

In order for the project to qualify for the federal income tax Production Tax Credit (PTC), the Applicant was required to complete a minimum amount of PTC qualification work, solely located within the Vernon ISD boundary, before the statutorily imposed deadline of December 31, 2014. In order to complete this minimum amount of PTC qualification work, the Applicant received a TPDES General Permit TXR150014688. Applicant timely completed the amount of PTC qualification work required for the project to qualify for the federal income tax PTC, which expired on December 31, 2014 and has not been renewed at the time this application was submitted. The amount of PTC qualification work completed prior to December 31, 2014, constitutes less than 0.06% of total estimated investment for the project. The Applicant's completion of this minor amount of PTC qualification work does not legally or financially commit it to constructing the project.

The Applicant is a national wind developer with the ability to locate projects of this type in other states within the United States and other regions within Texas with favorable wind characteristics. The Applicant is actively assessing and developing other projects that are competing for limited investment funds. This appraised value limitation is critical to the ability of the Project to move forward as currently sited.

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

Tab Item 6

Description of how project is located in more than one district:

The total size of the Project is anticipated to be 200 MW with 100 turbines. 35 of the planned 100 turbines, along with a portion of the project electrical collection system, substation, operations and maintenance building, and access road network are expected to be located in the Harrold ISD. The other planned 65 of the planned 100 turbines, along with the balance of the project electrical collection system and access road network are expected to be located in the Vernon ISD.

100% of the Project is anticipated to be located within Wilbarger County, Vernon College District, and the Wilbarger General Hospital District.

Tab Item 7

Description of Qualified Investment:

Electra Wind, LLC plans to construct a 200 MW wind farm in Wilbarger County consisting of 100 turbines.

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property within Harrold ISD. The qualified investment in Harrold ISD is expected to include approximately thirty-five (35) GE 2.0MW wind turbine generators, including 80 meter towers, nacelles, rotors with 116m rotor diameter, and reinforced concrete foundations), pads, underground and overhead electric collection cables, access roads, met towers, spare parts and control systems as necessary for the commercial generation of electricity. The remaining sixty-five (65) turbines and associated electrical systems, road networks, etc. are expected to be located in Vernon ISD.

The map in Tab 11 shows the proposed project area with the preliminary turbine locations. The exact placement and number of these turbines is subject to ongoing planning, soil studies, and engineering and will be determined before construction commences.

Tab Item 8

Description of Qualified Property:

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

Tab Item 9

Legal Description of Project Boundary:

THE FOLLOWING SECTIONS IN BLOCK 12, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-4 AND 69-72;

THE FOLLOWING SECTIONS IN BLOCK 13, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 20-60;

THE FOLLOWING SECTIONS IN BLOCK 14, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-56;

THE FOLLOWING SECTIONS IN MK&T SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-2;

THE FOLLOWING SECTIONS IN THE WAGGONER COLONY SUBDIVISION, WILBARGER COUNTY, TEXAS: SECTIONS 1-158,

ALL OF A-20, W. DANIEL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-991, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-2028, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-571, W.M. ALSTON SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1204, J.D. BUTLER SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1108 J.B. SMALL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-536, M.B. TATUM SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1206, A.R.CUYLER SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1208, A.R. CUYLER SURVEY, WILBARGER COUNTY, TX; AND

ALL OF A-14 J. COLLINGSWORTH SURVEY, WILBARGER COUNTY, TX.

ALL OF A-987 W.B. JORDAN SURVEY, WILBARGER COUNTY, TX.

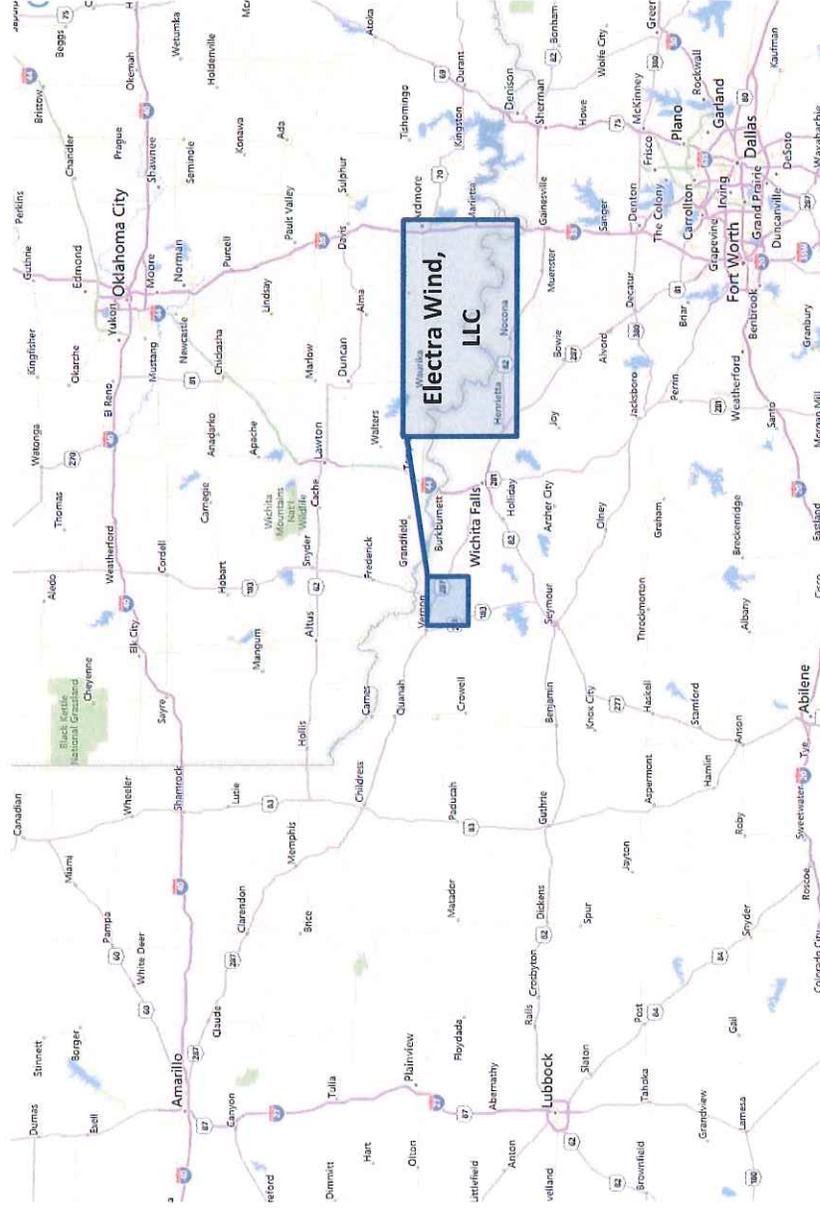
Tab Item 10

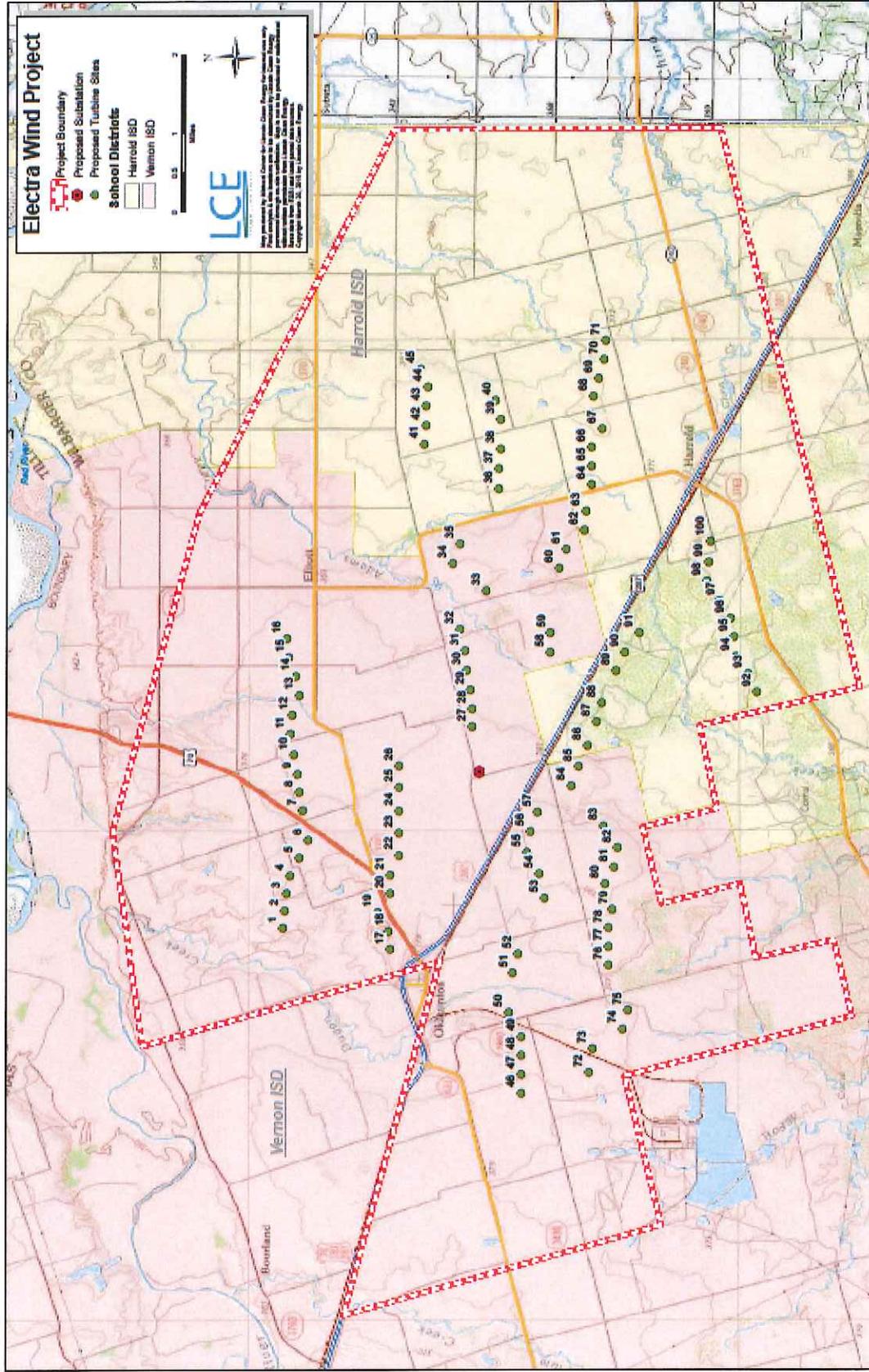
Information on Existing Improvements Not Eligible to Become Qualified Property:

None. Not applicable. A minimal amount of PTC qualification work was completed in Vernon ISD before the December 31, 2014 deadline.

Tab Item 11

Electra Wind, LLC Vicinity and Site Infrastructure Maps:





*All of the lands included within the above Project Boundary are within the Electra Wind, LLC Reinvestment Zone.

Electra Wind, LLC
 Chapter 313 Application to Harrold ISD

Tab Item 12

Request for Waiver of Job Creation Requirement:

April 20, 2015

Superintendent David Thweatt
Harrold Independent School District
18106 Stewart Street
Harrold, TX 76364

Re: Chapter 313 Job Waiver Request

Dear Superintendent Thweatt,

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

The governing body of a school district may waive the new jobs creation requirement in Section 313.021(2)(A)(iv)(b) or 313.051(b) and approve an application if the governing body makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property that is described in this application. Wind energy projects create a large number of full-time jobs during the construction phase, but these jobs are temporary by nature. Once the project is in operation, a small crew of full-time employees will maintain and operate the facility. Based upon our experience in the wind industry, we expect that two (2) employees would be needed to operate the portion of the 200 MW facility that will pertain to the Harrold ISD, and we can commit to creating two (2) full-time positions to fill those needs. Both would be qualifying jobs as described in Section 313.021(3) of the Texas Tax Code.

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

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

Kind Regards,

Trevor M. Sholly
Development Director
Electra Wind, LLC

Tab Item 13

Calculation of Wages:

CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES

QUARTER	YEAR	AVG WEEKLY TWC WAGES	ANNUALIZED
THIRD	2014	\$ 750.00	\$ 39,000.00
SECOND	2014	\$ 712.00	\$ 37,024.00
FIRST	2014	\$ 756.00	\$ 39,312.00
FOURTH	2013	\$ 711.00	\$ 36,972.00
AVERAGE		\$ 732.25	\$ 38,077.00

CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS

QUARTER	YEAR	AVG WEEKLY TWC WAGES	ANNUALIZED
THIRD	2014	\$ 1,065.00	\$ 55,380.00
SECOND	2014	\$ 960.00	\$ 49,920.00
FIRST	2014	\$ 1,050.00	\$ 54,600.00
FOURTH	2013	\$ 1,045.00	\$ 54,340.00
AVERAGE		\$ 1,030.00	\$ 53,560.00
X		110%	110%
		\$ 1,133.00	\$ 58,916.00

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

QUARTER	YEAR	AVG WEEKLY TWC WAGES	ANNUALIZED
THIRD	2014	\$ 766.00	\$ 39,832.00
SECOND	2014	\$ 766.00	\$ 39,832.00
FIRST	2014	\$ 766.00	\$ 39,832.00
FOURTH	2013	\$ 766.00	\$ 39,832.00
AVERAGE		\$ 766.00	\$ 39,832.00
X		110%	110%
		\$ 842.60	\$ 43,815.20

Quarterly Employment and Wages (QCEW)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	4th Qtr	Wilbarger County	Private	00	0	10	Total, All Industries	\$711
2014	1st Qtr	Wilbarger County	Private	00	0	10	Total, All Industries	\$758
2014	2nd Qtr	Wilbarger County	Private	00	0	10	Total, All Industries	\$712
2014	3rd Qtr	Wilbarger County	Private	00	0	10	Total, All Industries	\$750

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Emp
2013	4th Qtr	Wilbarger County	Private	31	2	31-33	Manufacturing	1,045
2014	1st Qtr	Wilbarger County	Private	31	2	31-33	Manufacturing	\$1,050
2014	2nd Qtr	Wilbarger County	Private	31	2	31-33	Manufacturing	\$980
2014	3rd Qtr	Wilbarger County	Private	31	2	31-33	Manufacturing	\$1,065

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

COG	Hourly	Annual
3. NORTEX Regional Planning Commission	\$19.15	\$39,838

$\$39,838 \times 1.10 = \$43,821.80$

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

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

Source: Texas Occupational Employment and Wages

Data published: July 2014

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

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

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

Data intended for TAC 313 purposes only.

Tab Item 14

Economic Schedules A1, A2, B, C, and D:

See attached Schedules below.

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

Date: 4/15/2015
Applicant Name: Electra Wind, LLC
ISD Name: Harrold ISD

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals.)									
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other new investment made during this year that will not become Qualified Property [SEE NOTE]	Column D Other new investment made during this year that may become Qualified Property [SEE NOTE]	Column E Total Investment (Sum of Columns A+B+C+D)		
Investment made before filing complete application with district	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)	2014	Not eligible to become Qualified Property		\$ -		\$ -		
Investment made after filing complete application with district, but before final board approval of application	-	2015		\$ -	\$ -	\$ -	\$ -		
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period				\$ -	\$ -	\$ -	\$ -		
Complete tax years of qualifying time period	QTP1	2016-2017		\$ 102,058,250	\$ -	\$ -	\$ -	\$ 102,058,250	
	QTP2	2017-2018		\$ -	\$ -	\$ -	\$ -	\$ -	
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$ 102,058,250	\$ -	\$ -	\$ -	\$ 102,058,250	
Total Qualified Investment (sum of green cells)				\$ 102,058,250	Enter amounts from TOTAL row above in Schedule A2				

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.
 Column B: Only tangible personal property that is specifically described in the application can become qualified property.
 Column C: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.
 Column D: 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 E: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.
 Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.
 Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

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

PROPERTY INVESTMENT AMOUNTS (Estimated investment in each year. Do not put cumulative totals.)									
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A	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 investment made during this year that will become Qualified Property (SEE NOTE)	Other investment made during this year that will become Qualified Property (SEE NOTE)	Total Investment (A+B+C+D)		
Total Investment from Schedule A1*			\$ 102,058,250		\$ -		\$ -	\$ 102,058,250	
Each year prior to start of value limitation period** <i>Insert as many rows as necessary</i>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	2015-2016	2015							
0	2016-2017	2016							
1	2017-2018	2017							
2	2018-2019	2018							
3	2019-2020	2019							
4	2020-2021	2020							
5	2021-2022	2021							
6	2022-2023	2022							
7	2023-2024	2023			700,000			700,000	700,000
8	2024-2025	2024			700,000			700,000	700,000
9	2025-2026	2025			700,000			700,000	700,000
10	2026-2027	2026			700,000			700,000	700,000
Total Investment made through limitation			\$ 102,058,250	\$ -	\$ 3,500,000	\$ -	\$ -	\$ 105,558,250	\$ 1,050,000
11	2027-2028	2027			1,050,000			1,050,000	1,050,000
12	2028-2029	2028			1,050,000			1,050,000	1,050,000
13	2029-2030	2029			1,050,000			1,050,000	1,050,000
14	2030-2031	2030			1,050,000			1,050,000	1,050,000
15	2031-2032	2031			1,050,000			1,050,000	1,050,000
16	2032-2033	2032			1,050,000			1,050,000	1,050,000
17	2033-2034	2033			1,050,000			1,050,000	1,050,000
18	2034-2035	2034			1,050,000			1,050,000	1,050,000
19	2035-2036	2035			1,050,000			1,050,000	1,050,000
20	2036-2037	2036			1,050,000			1,050,000	1,050,000
21	2037-2038	2037			1,050,000			1,050,000	1,050,000
22	2038-2039	2038			1,050,000			1,050,000	1,050,000
23	2039-2040	2039			1,050,000			1,050,000	1,050,000
24	2040-2041	2040			1,050,000			1,050,000	1,050,000
25	2041-2042	2041			1,050,000			1,050,000	1,050,000

* All investments made through the qualifying time period are captured and totaled on Schedule A1 (blue box) and incorporated into this schedule in the first row.
 ** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.
 *** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that 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.
 Column B: Only tangible personal property that is specifically described in the application can become qualified property.
 Column C: The total dollar amount of planned investment each year in buildings or nonremovable components of buildings.
 Column D: 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 E: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

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

Date: 4/15/2015
Applicant Name: Electra Wind, LLC
ISD Name: Harrold ISD

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	
0	2015-2016	2015	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0	2016-2017	2016	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2017-2018	2017	0	\$ -	\$ 101,547,959	\$ 101,547,959	\$ 101,547,959	\$ 101,547,959	\$ 20,000,000
2	2018-2019	2018	0	\$ -	\$ 93,424,122	\$ 93,424,122	\$ 93,424,122	\$ 93,424,122	\$ 20,000,000
3	2019-2020	2019	0	\$ -	\$ 85,950,192	\$ 85,950,192	\$ 85,950,192	\$ 85,950,192	\$ 20,000,000
4	2020-2021	2020	0	\$ -	\$ 79,074,177	\$ 79,074,177	\$ 79,074,177	\$ 79,074,177	\$ 20,000,000
5	2021-2022	2021	0	\$ -	\$ 72,748,243	\$ 72,748,243	\$ 72,748,243	\$ 72,748,243	\$ 20,000,000
6	2022-2023	2022	0	\$ -	\$ 66,928,383	\$ 66,928,383	\$ 66,928,383	\$ 66,928,383	\$ 20,000,000
7	2023-2024	2023	0	\$ -	\$ 61,574,113	\$ 61,574,113	\$ 61,574,113	\$ 61,574,113	\$ 20,000,000
8	2024-2025	2024	0	\$ -	\$ 56,648,184	\$ 56,648,184	\$ 56,648,184	\$ 56,648,184	\$ 20,000,000
9	2025-2026	2025	0	\$ -	\$ 52,116,329	\$ 52,116,329	\$ 52,116,329	\$ 52,116,329	\$ 20,000,000
10	2026-2027	2026	0	\$ -	\$ 47,947,023	\$ 47,947,023	\$ 47,947,023	\$ 47,947,023	\$ 20,000,000
11	2027-2028	2027	0	\$ -	\$ 44,111,261	\$ 44,111,261	\$ 44,111,261	\$ 44,111,261	\$ 44,111,261
12	2028-2029	2028	0	\$ -	\$ 40,582,360	\$ 40,582,360	\$ 40,582,360	\$ 40,582,360	\$ 40,582,360
13	2029-2030	2029	0	\$ -	\$ 37,335,771	\$ 37,335,771	\$ 37,335,771	\$ 37,335,771	\$ 37,335,771
14	2030-2031	2030	0	\$ -	\$ 34,348,909	\$ 34,348,909	\$ 34,348,909	\$ 34,348,909	\$ 34,348,909
15	2031-2032	2031	0	\$ -	\$ 31,600,997	\$ 31,600,997	\$ 31,600,997	\$ 31,600,997	\$ 31,600,997
16	2032-2033	2032	0	\$ -	\$ 29,072,917	\$ 29,072,917	\$ 29,072,917	\$ 29,072,917	\$ 29,072,917
17	2033-2034	2033	0	\$ -	\$ 26,747,084	\$ 26,747,084	\$ 26,747,084	\$ 26,747,084	\$ 26,747,084
18	2034-2035	2034	0	\$ -	\$ 24,607,317	\$ 24,607,317	\$ 24,607,317	\$ 24,607,317	\$ 24,607,317
19	2035-2036	2035	0	\$ -	\$ 22,638,732	\$ 22,638,732	\$ 22,638,732	\$ 22,638,732	\$ 22,638,732
20	2036-2037	2036	0	\$ -	\$ 20,827,633	\$ 20,827,633	\$ 20,827,633	\$ 20,827,633	\$ 20,827,633
21	2037-2038	2037	0	\$ -	\$ 19,161,422	\$ 19,161,422	\$ 19,161,422	\$ 19,161,422	\$ 19,161,422
22	2038-2039	2038	0	\$ -	\$ 17,628,509	\$ 17,628,509	\$ 17,628,509	\$ 17,628,509	\$ 17,628,509
23	2039-2040	2039	0	\$ -	\$ 16,218,228	\$ 16,218,228	\$ 16,218,228	\$ 16,218,228	\$ 16,218,228
24	2040-2041	2040	0	\$ -	\$ 14,920,770	\$ 14,920,770	\$ 14,920,770	\$ 14,920,770	\$ 14,920,770
25	2041-2042	2041	0	\$ -	\$ 13,727,108	\$ 13,727,108	\$ 13,727,108	\$ 13,727,108	\$ 13,727,108

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

Form 50-296A
Revised May 2014

Date: 4/15/2015
Applicant Name: Electra Wind, LLC
ISD Name: Harrold ISD

	Construction			Non-Qualifying Jobs		Qualifying Jobs		
	Column A	Column B	Column C	Column D	Column E	Column D	Column E	
Year	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	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Average annual wage of new qualifying jobs	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>								
0	3 FTE	40000	0	0	\$ 44,000	0	\$ 44,000	
0	50 FTE	40000	0	0	\$ 44,000	0	\$ 44,000	
1	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
2	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
3	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
4	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
5	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
6	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
7	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
8	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
9	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
10	N/A	N/A	0	2	\$ 44,000	0	\$ 44,000	
11 through 25	N/A	N/A	0	0	\$ 44,000	0	\$ 44,000	
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) Yes No
- If yes, answer the following two questions:
- C1a.** Will the applicant request a job waiver, as provided under 313.025(f-1)? Yes No
- C1b.** Will the applicant avail itself of the provision in 313.021(3)(F)? Yes No

Schedule D: Other Incentives (Estimated)

Date: 4/15/2015
 Applicant Name: Electra Wind, LLC
 ISD Name: Harrold ISD

Form 50-296A
 Revised May 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:	N/A	N/A	N/A	N/A	N/A
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Tax Code Chapter 312	County: Wilbarger County	2017	10 years	Annual Avg. of \$1,144,417	TBD	TBD
	City:	N/A	N/A	N/A	N/A	N/A
	Other: Wilbarger Hospital District	2017	10 years	Annual Avg. of \$373,467	TBD	N/A
Local Government Code Chapters 380/381	County: Vernon College	2017	10 years	Annual Avg. of \$503,937	TBD	TBD
	City:	N/A	N/A	N/A	N/A	N/A
	Other:	N/A	N/A	N/A	N/A	N/A
Freepport 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				Annual Avg. \$2,021,821	TBD	TBD

Additional information on incentives for this project: Terms with Wilbarger County, Hospital District, and Junior College have not been finalized at the time of this application was submitted.

Tab Item 15

Economic Impact Analysis:

Not applicable, as Applicant is not providing an economic benefit analysis.

Tab Item 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 (NOT APPLICABLE)***
- b) Legal description of reinvestment zone****
- c) Order, resolution, or ordinance established the reinvestment zone****
- d) Guidelines and criteria for creating the zone****

Items b), c), and d) are in the process of being finalized with Wilbarger County and will be submitted on once they are approved, which is anticipated to be on or before May 18, 2015.

FILED
Jana Kennon, County Clerk
Wilbarger County, Texas

APR 27 2015

**RESOLUTION AND ORDER DESIGNATING THE
ELECTRA WIND, LLC REINVESTMENT ZONE
IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS**

By Jana Kennon Deputy

STATE OF TEXAS }
COUNTY OF WILBARGER }

WHEREAS, the Commissioners Court of Wilbarger County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about April 22, 2015 (the "Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, the improvements proposed by Electra Wind, LLC are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

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

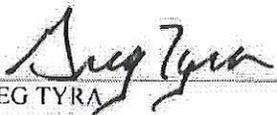
WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

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

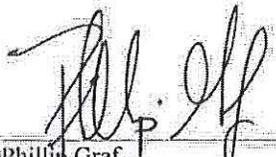
NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Wilbarger County, that:

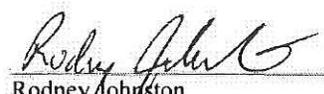
1. The County hereby designates the property located in Wilbarger County, Texas, having the property description in Exhibit A attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and that would contribute to the economic development of the County.
2. The reinvestment zone created by this Order to include the real property described in Exhibit A shall be known as the "Electra Wind, LLC Reinvestment Zone."

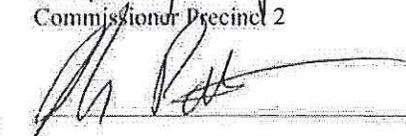
The foregoing Resolution was lawfully moved by Richard Jacobs, duly seconded by Rodney Johnston, and duly adopted by the Wilbarger County Commissioner's Court, the 27 day of April 2015.


GREG TYRA
County Judge


Richard Jacobs
Commissioner Precinct 1


Phillip Graf
Commissioner Precinct 2


Rodney Johnston
Commissioner Precinct 3


Josh Patterson
Commissioner Precinct 4

ATTEST:

Print Name: Jana Kennon
Wilbarger County Clerk

Exhibit A

THE PROPOSED ELECTRA WIND, LLC REINVESTMENT ZONE INCLUDES THE FOLLOWING PROPERTY:

THE FOLLOWING SECTIONS IN BLOCK 12, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-4 AND 69-72;

THE FOLLOWING SECTIONS IN BLOCK 13, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 20-60;

THE FOLLOWING SECTIONS IN BLOCK 14, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-56;

THE FOLLOWING SECTIONS IN MK&T SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-2;

THE FOLLOWING SECTIONS IN THE WAGGONER COLONY SUBDIVISION, WILBARGER COUNTY, TEXAS: SECTIONS 1-158,

ALL OF A-20, W. DANIEL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-991, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-2028, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-571, W.M. ALSTON SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1204, J.D. BUTLER SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1108 J.B. SMALL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-536, M.B. TATUM SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1206, A.R. CUYLER SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1208, A.R. CUYLER SURVEY, WILBARGER COUNTY, TX; AND

ALL OF A-14 J. COLLINGSWORTH SURVEY, WILBARGER COUNTY, TX.

ALL OF A-987 W.B. JORDAN SURVEY, WILBARGER COUNTY, TX.

FILED
Jana Kennon, County Clerk
Wilbarger County, Texas

APR 27 2015

By Jana Kennon Deputy

**RESOLUTION AND ORDER ADOPTING AMENDED AND RESTATED
GUIDELINES AND CRITERIA FOR GRANTING PROPERTY TAX ABATEMENTS
IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS**

STATE OF TEXAS }
 }
COUNTY OF WILBARGER }

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

WHEREAS, the Act further requires that in order to become eligible to participate in tax abatement, a county or other taxing unit must adopt guidelines and criteria for property tax abatement agreements; and,

WHEREAS Wilbarger County adopted the Guidelines and Criteria for Granting Tax Abatement and Reinvestment Zones on March 14, 2012, and re-adopted the same guidelines and criteria on March 23, 2014 (the "Guidelines and Criteria"); and,

WHEREAS, the Commissioners Court of Wilbarger County desires to amend and restate the Guidelines and Criteria in this resolution and order.

NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Wilbarger County, that the County ORDERS adoption of the Amended and Restated Guidelines and Criteria for Granting Tax Abatement and Reinvestment Zones attached hereto as Exhibit A in accordance with the requirements of the Act.

The foregoing Resolution was lawfully moved by Josh Patterson duly seconded by Phillip Graf, and duly adopted by the Wilbarger County Commissioner's Court, the 27 day of April 2015.

Greg Tyra
GREG TYRA
County Judge

Richard Jacobs
Richard Jacobs
Commissioner Precinct 1

Phillip Graf
Phillip Graf
Commissioner Precinct 2

Rodney Johnston
Rodney Johnston
Commissioner Precinct 3

Josh Patterson
Josh Patterson
Commissioner Precinct 4

ATTEST:
Jana Kennon
Jana Kennon
Wilbarger County Clerk

Exhibit A

Amended and Restated Guidelines and Criteria

Guidelines & Criteria For Granting Tax Abatements And Reinvestment Zones

Wilbarger County, Texas

Preamble

Pursuant to Chapter 312 of the Texas Tax Code, Wilbarger County may consider an application for tax abatement, designate a reinvestment zone and enter into a tax abatement agreement as provided in these Guidelines and Criteria.

I. Abatement Application Procedure

(a) **Who May Apply.** Any present or potential owner or lessee of taxable property in Wilbarger County may submit an application for tax abatement conforming to the requirements outlined herein.

(b) **Eligible Property.** Abatement may only be granted for the following property constructed or otherwise put in place after the effective date of the tax abatement agreement: new, expanded or modernized buildings and structures, fixed machinery and equipment; site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code. Property owned or leased by any member of the Commissioners Court may not be subject to a tax abatement agreement.

(c) **Application Provisions.** The application shall consist of a completed Wilbarger County Tax Abatement Application Form, which shall contain the following:

(1) information showing how the project meets the requirements of the criteria outlined in Section II below;

(2) a map and description of the property;

(3) a time schedule for completing the planned improvements;

(4) the estimated taxable value or range of values of the project or facility; and

(5) basic financial information about the principles sufficient to enable evaluation of the applicant's financial capacity.

(6) the application shall be accompanied by an application fee of \$1,000.00 payable to Wilbarger County.

(d) **Procedure for Application Consideration.** The procedure for consideration by the County of a Tax Abatement Application is as follows:

(1) An applicant may request a Tax Abatement Application from the County Judge's Secretary.

(2) After an applicant completes the Tax Abatement Application, applicant provides a copy to each member of the Wilbarger County Commissioners Court and the County Judge's Secretary.

(3) After receipt of an application, the Commissioners Court determines within forty-five (45) days how to proceed with the application. The Commissioners Court shall choose either to deny the application, consider the application, or consider the application on an expedited basis.

(A) Denial of application. If the Commissioners Court chooses to deny the application, it shall make a finding by majority vote at a regularly scheduled meeting that the application does not meet the requirements of the criteria provided below in Section II;

(B) Consideration of application. If the Commissioners Court determines that the application should be further considered, the County Judge shall schedule a hearing to obtain public input on the application. At least seven (7) days prior to the hearing, 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, if a new reinvestment zone is to be established, must publish notice of the hearing time, place and subject in the local newspaper. At the hearing, the Commissioners Court evaluates the application against the criteria in Section II and decides whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the county at its next regularly scheduled meeting. At least seven days prior to entering into a tax abatement agreement, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which 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 or to decline the application. An approved tax abatement agreement may be executed in the same manner as other contracts made by the county.

(C) Expedited consideration of application. If the County determines that the application should receive expedited consideration, the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. At least seven (7) days prior to the meeting, 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, if a new reinvestment zone is to be established, must publish notice of the hearing time, place and subject in the local newspaper. Also within said time period the County must give written notice of its intent to enter into a tax abatement agreement 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. During the regularly scheduled meeting, the Commissioners Court evaluates the application against the criteria in Section II and decides whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioner 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, or to decline the application. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

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

II. Criteria for Designating a Reinvestment Zone

(a) Minimum Requirement. To be designated a reinvestment zone, County Commissioners must find by majority vote that the property for which the abatement is sought would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the county as provided in section 312.401(b) of the Texas Tax Code.

(b) Criteria. In determining whether to designate a reinvestment zone and whether to enter into a tax abatement agreement, the Commissioners Court shall consider the following factors, among others determined appropriate by the Court:

- (1) value of land and existing improvements, if any;
- (2) type and value of proposed improvements;
- (3) productive life of proposed improvements;
- (4) number of existing jobs to be retained by proposed improvements.
- (5) number and type of new jobs, if any, to be created by proposed improvements;
- (6) costs to be incurred by Wilbarger County, if any, to provide facilities or services directly resulting from the new improvements;
- (7) types and values of public improvements, if any, to be made by applicant seeking abatement;
- (8) the amount of ad valorem property taxes to be paid to Wilbarger County after expiration of the abatement agreement;
- (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any; and
- (10) the overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area.

III. Format for Tax Abatement Agreement

(a) Required Provisions. If the Wilbarger County Commissioners Court designates a reinvestment zone, it may consider and execute a tax abatement agreement with the owner of the designated property and lessee, as appropriate, as outlined above. Any tax abatement agreement shall include at least the following:

- (1) the kind, number and location of all proposed improvements of the property;
- (2) provisions allowing for reasonable access to the property for initial and intermittent inspection purposes by County employees or designated representatives to ensure improvements are made in compliance with the agreement;
- (3) provisions limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the area during the period of abatement;
- (4) provisions for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided in the agreement;
- (5) each term agreed to by the recipient of the abatement;
- (6) a requirement that the abatement recipient certify its compliance with the agreement annually to the County; and
- (7) provisions allowing the County to cancel or modify the agreement if the recipient is out of compliance with the agreement.

(b) **Optional Provisions.** The tax abatement agreement may also contain any or all of the following items, in addition to any others deemed appropriate by the contracting parties:

- (1) the estimated taxable value or range of values for which taxes are to be abated;
- (2) percent of value to be abated each year;
- (3) the commencement and termination dates of the abatement;
- (4) proposed use of the property;
- (5) nature of construction, time schedule, map and property description;
- (6) contractual obligations in the event of default or violation of terms or conditions;
- (7) size of investment and number of temporary and permanent jobs involved, if any;
- (8) provisions for dispute resolution.

(c) **Duration and Portion of Abatement.** A tax abatement agreement granted by Wilbarger County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% in portion of ad valorem property taxes abated.

(d) **Time Limit.** Such agreement shall be executed within 30 days after passage of the resolution approving the agreement, unless the County and the applicant mutually agree otherwise.

IV. Administration of Tax Abatement Agreement

(a) **Inspections.** County employees or their designated representatives shall have reasonable access to the property for initial and intermittent inspection purposes in order to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement.

(b) **Cure Provisions.** Should Wilbarger County determine that the company or individual receiving the abatement is in default of the tax abatement agreement, it shall notify the company or individual of such default in writing at the address specified in the agreement, and if such is not cured within sixty (60) days of notice, the agreement may be terminated by the County.

(c) **Modification and Termination.** At any time before the expiration of a tax abatement agreement, an agreement may be modified by the parties to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. The modification must be made by the same procedure by which the original agreement was made. An agreement may also be terminated by the mutual consent of the parties in the same way the agreement was made, or by other means as agreed by the parties according to the provisions of the agreement.

V. Transfer or Assignment

Tax abatement agreements may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of a tax abatement agreement shall be to an entity that contemplates the same improvements or repairs to the project, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee is indebted to the County for ad valorem taxes or other obligations.

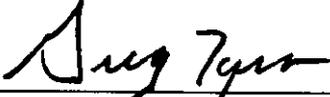
VI. Variances from Guidelines and Criteria

The Commissioners Court shall have the authority to enter into an abatement agreement with terms and conditions that vary from the terms and conditions in these Guidelines and Criteria so long as the Commissioners Court determines that such variances are in the best interests of the County. Any terms or conditions contained in an abatement agreement approved by the Commissioners Court that vary from the terms and conditions in these Guidelines and Criteria shall automatically be deemed to have been granted an approved variance by the Commissioners Court and shall be binding and enforceable as agreed to in the abatement agreement.

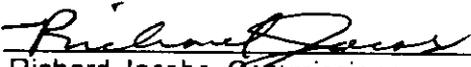
VII. Sunset and Amendment of Guidelines and Criteria

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-fourths vote of the Wilbarger County Commissioners Court.

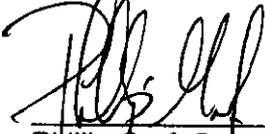
Passed and approved at a regular meeting of the Wilbarger County Commissioners' Court, at which a quorum was present on the 27 day of April, 2015.



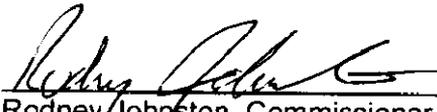
Greg Tyra, County Judge



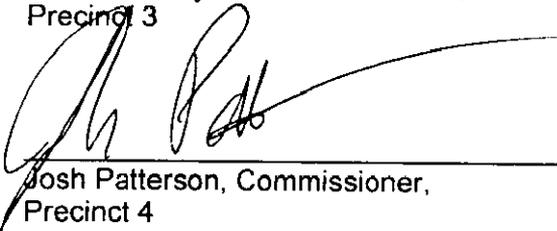
Richard Jacobs, Commissioner,
Precinct 1



Phillip Graf, Commissioner,
Precinct 2



Rodney Johnston, Commissioner,
Precinct 3



Josh Patterson, Commissioner,
Precinct 4

FILED
Jana Kennon, County Clerk
Wilbarger County, Texas

APR 27 2015

**RESOLUTION AND ORDER DESIGNATING THE
ELECTRA WIND, LLC REINVESTMENT ZONE
IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS**

By Jana Kennon Deputy

STATE OF TEXAS }
 }
COUNTY OF WILBARGER }

WHEREAS, the Commissioners Court of Wilbarger County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about April 22, 2015 (the "Guidelines and Criteria"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a reinvestment zone; and

WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the designation of the real estate described in the attached Exhibit A as a reinvestment zone for tax abatement purposes, and (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone;

WHEREAS, the improvements proposed by Electra Wind, LLC are feasible and of benefit to the reinvestment zone after expiration of an abatement agreement; and

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

WHEREAS, the designation of the reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and would contribute to the economic development of the County; and

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

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

1. The County hereby designates the property located in Wilbarger County, Texas, having the property description in Exhibit A attached to this Order as a reinvestment zone under the County's Guidelines and Criteria, having determined that (a) the property described on Exhibit A meets the criteria established in the Guidelines and Criteria, and (b) the designation of such reinvestment zone would contribute to the retention or expansion of primary employment or would attract major investment in the reinvestment zone that would be of benefit to the property described on Exhibit A and that would contribute to the economic development of the County.
2. The reinvestment zone created by this Order to include the real property described in Exhibit A shall be known as the "Electra Wind, LLC Reinvestment Zone."

Exhibit A

THE PROPOSED ELECTRA WIND, LLC REINVESTMENT ZONE INCLUDES THE FOLLOWING PROPERTY:

THE FOLLOWING SECTIONS IN BLOCK 12, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-4 AND 69-72;

THE FOLLOWING SECTIONS IN BLOCK 13, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 20-60;

THE FOLLOWING SECTIONS IN BLOCK 14, H&TC RR CO SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-56;

THE FOLLOWING SECTIONS IN MK&T SURVEY, WILBARGER COUNTY, TX: SECTIONS 1-2;

THE FOLLOWING SECTIONS IN THE WAGGONER COLONY SUBDIVISION, WILBARGER COUNTY, TEXAS: SECTIONS 1-158,

ALL OF A-20, W. DANIEL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-991, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-2028, O.A. LINDSEY SURVEY, WILBARGER COUNTY, TX;

ALL OF A-571, W.M. ALSTON SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1204, J.D. BUTLER SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1108 J.B. SMALL SURVEY, WILBARGER COUNTY, TX;

ALL OF A-536, M.B. TATUM SURVEY, WILBARGER COUNTY, TX;

ALL OF A-1206, A.R.CUYLER SURVEY, WILBARGER COUNTY, TX;

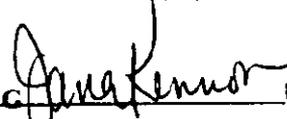
ALL OF A-1208, A.R. CUYLER SURVEY, WILBARGER COUNTY, TX; AND

ALL OF A-14 J. COLLINGSWORTH SURVEY, WILBARGER COUNTY, TX.

ALL OF A-987 W.B. JORDAN SURVEY, WILBARGER COUNTY, TX.

FILED
Jana Kennon, County Clerk
Wilbarger County, Texas

APR 27 2015

 Deputy

**RESOLUTION AND ORDER APPROVING AND AUTHORIZING
TAX ABATEMENT AGREEMENT WITH ELECTRA WIND, LLC
IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS**

STATE OF TEXAS }
 }
COUNTY OF WILBARGER }

WHEREAS, the Commissioners Court of Wilbarger County, Texas (the "County") has elected to become eligible to participate in tax abatement agreements under the provisions of the Texas Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code) (the "Act"); and,

WHEREAS, the County has adopted guidelines and criteria governing tax abatement agreements in a resolution dated on or about April __, 2015 (the "Guidelines and Criteria"); and,

WHEREAS, the County has approved and designated the Electra Wind, LLC Reinvestment Zone in a resolution dated April __, 2015 (the "Reinvestment Zone"); and,

WHEREAS, a public hearing is required by Chapter 312 of the Texas Tax Code prior to approval of a form of proposed tax abatement agreement between the County and a party seeking to develop a project in an area within the Reinvestment Zone; and

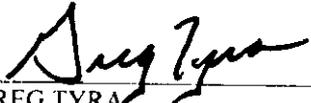
WHEREAS, the County (a) timely published or posted all applicable notices of public hearing regarding the form of a proposed tax abatement agreement between the County and Electra Wind, LLC such agreement being in the form of the attached Exhibit A (the "Tax Abatement Agreement"), (b) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone of the form of the Tax Abatement Agreement, and (c) timely notified all applicable presiding officers of the governing body of each taxing unit that includes in its boundaries real property that may be included in the proposed reinvestment zone of the County's intention to enter into such Tax Abatement Agreement with Electra Wind, LLC; and

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

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

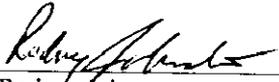
1. The County finds and determines that (a) the terms of the proposed Tax Abatement Agreement meet all of the requirements of the Act, the Guidelines and Criteria, and the Reinvestment Zone, will contribute to the retention or expansion of primary employment or would attract major investment in the Reinvestment Zone that would be of benefit to the property that is within the Reinvestment Zone, and will contribute to the economic development of the County; (b) the property subject to the proposed Tax Abatement Agreement meets all of the requirements of the Act, the Guidelines and Criteria and the Reinvestment Zone; and (c) the proposed project is feasible and the proposed abatement of taxes for such project will inure to the long-term benefit of the County.
2. The execution by the County of the Tax Abatement Agreement with Electra Wind, LLC in substantial form as the attached Exhibit A is hereby authorized and approved.

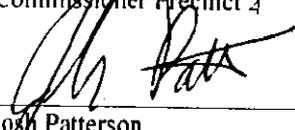
The foregoing Resolution was lawfully moved by Josh Patterson, duly seconded by Phillip Graf, and duly adopted by the Wilbarger County Commissioner's Court, the 27 day of April 2015.


GREG TYRA
County Judge


Richard Jacobs
Commissioner Precinct 1


Phillip Graf
Commissioner Precinct 2


Rodney Johnston
Commissioner Precinct 3


Josh Patterson
Commissioner Precinct 4

ATTEST:

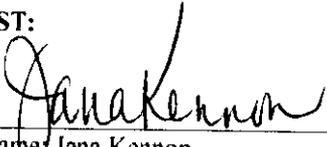

Print Name: Jana Kennon
Wilbarger County Clerk

Exhibit A

Form of Tax Abatement Agreement

**Tax Abatement Agreement
between
Wilbarger County, Texas and Electra Wind, LLC**

State of Texas

County of Wilbarger

This Tax Abatement Agreement (the “**Agreement**”) is made and entered into by and between Wilbarger County, Texas (“**County**”), acting through its duly elected officials, and Electra Wind, LLC, a Delaware limited liability company, the owner of Eligible Property (as hereinafter defined) to be located on a tract of land located in the Reinvestment Zone more specifically described in Exhibit A to this Agreement. This Agreement shall become effective upon final signature by both parties and remain in effect until fulfillment of the obligations described in Paragraph IV(D) herein, unless terminated earlier as provided herein.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines & Criteria for Granting Tax Abatements and Reinvestment Zones of Wilbarger County, Texas (the “**Guidelines and Criteria**”).

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. “Abatement” means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. “Calendar Year” means each year beginning on January 1 and ending on December 31.
- C. “Certificate” means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the Project (as defined below). Upon receipt of the Certificate, the County may inspect the Site (as defined below) in accordance with this Agreement to determine that the Improvements (as defined below) are in place as certified.
- D. “Certified Appraised Value,” means the appraised value, for property tax purposes, of the Project property within the Reinvestment Zone as certified by the Wilbarger County Appraisal District (the “**County Appraisal District**”) for each taxable year.
- E. “Eligible Property” means property eligible for Abatement under the Guidelines and Criteria, including: buildings, structures, fixed machinery and equipment, site improvements; office space; other related fixed improvements necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the

Guidelines and Criteria. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

- F. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events (to the extent such causes and events are not reasonably within the control of the party claiming suspension): acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines, inability to obtain or delays in obtaining additional necessary rights-of-way or permits (provided Owner has used reasonable efforts to obtain such rights-of-way or permits), any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- G. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.
- H. "Lender" means any entity or person providing, directly or indirectly, with respect to the Improvements or Project, any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, partnership "flip" transaction, or other arrangements monetizing the value of any renewable energy incentives or tax credits associated with the Improvements or Project, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to District with the name and notice information for any Lender.
- I. "Owner" means Electra Wind, LLC, a Delaware limited liability company, and any successor-in-interest or permitted assignee of Electra Wind, LLC. The term "Electra Wind, LLC," as used in this Agreement, means and includes all entities meeting the definition of "Owner." An "Affiliate" of Electra Wind, LLC means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Electra Wind, LLC. For purposes of this definition, control of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right

to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

- J. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- K. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Wilbarger County by that certain Order Designating Reinvestment Zone signed by the County Judge of Wilbarger County, Texas, and adopted on April ___, 2015, which Reinvestment Zone is described in Exhibit A to this Agreement.
- L. "Site" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.
- M. "Turbine Nameplate Capacity" means the generating capacity of an individual wind turbine as designated by the manufacturer(s) of the turbines to be constructed as Improvements hereunder, and where appropriate and expressly indicated, may refer to the total or overall generating capacity of the Improvements on the Site.

III. Improvements in Reinvestment Zone

Owner anticipates making the following Improvements on the Site:

- A. Owner anticipates constructing Improvements on the Site consisting of a wind power facility (the "Project"). The Project is expected to have a minimum overall Turbine Nameplate Capacity of 150 megawatts. The Project will have an anticipated generating capacity of up to 250 megawatts of gross electrical power. The Certified Appraised Value will depend upon annual appraisals by the County Appraisal District.
- B. The Improvements also include any other property in the Reinvestment Zone owned or leased by Owner meeting the definition of "Eligible Property" that is used to produce electrical power and perform other functions related to the production, distribution, and transmission of electrical power.
- C. Owner anticipates commencing construction of the project on or before December 31, 2015 and achieving commencement of commercial operations ("COD") by no later than December 31, 2016.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before, during and after the Term of this Agreement:
 - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;

2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;
 3. Prior to commencement of the abatement period designated in Paragraph IV(B), 100% of property taxes levied on the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone will be owed and payable by Owner;
 4. All categories of county property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
 5. 100% of the Certified Appraised Value of Eligible Property owned by Owner and existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period designated in Paragraph IV(B), including during the remainder of the Term.
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all categories of county property taxes for the County as follows:
1. Beginning on the earlier of (a) January 1 of the first calendar year after the COD or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner, and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period is sometimes referred to in this Agreement as the "**abatement period**"), the Abatement percentage under this Agreement shall be 100% for each year of the abatement period.
 2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) is abated for the entire abatement period.
 3. The foregoing percentage of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zone is abated for the entire abatement period.
 4. The base year value for the proposed Improvements is zero. The "base year" shall be the Calendar Year in which the Effective Date occurs.
 5. Owner shall provide certification of the COD in writing both to the County and to the County Appraisal District within sixty (60) days of the COD. If Owner, at its sole election, desires that the abatement period begin prior to January 1 of the of the first calendar year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (a "**Notice of Abatement Commencement**"). If delivered by Owner,

the Notice of Abatement Commencement shall contain the following statement: "Owner elects for the abatement period to begin on January 1, ____"; the year stated in the Notice of Abatement Commencement shall be the first year of the abatement period, and the abatement period shall extend for 10 years beyond such date.

6. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall not extend beyond 10 years.
- C. All or a portion of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
 - D. Owner agrees that the Improvements, once constructed, will remain in place at least ten (10) Calendar Years after the date the Certificate for such Improvements is provided to the County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date so long as such replacement does not result in a material reduction of the Certified Appraised Value of the Improvements. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS, LESS ANY PAYMENTS OR PAYMENTS IN LIEU OF TAXES (INCLUDING THE PAYMENTS DESCRIBED IN PARAGRAPH IV(F) BELOW) MADE AT ANY TIME TO THE COUNTY FOR THE REMOVED IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(D), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
 - E. During the abatement period, the County Appraisal District shall annually determine both (i) the Certified Appraised Value of the Eligible Property owned by Owner in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of the Eligible Property owned by Owner in the Reinvestment Zone (which taxable value shall be zero for each of the years during the abatement period). The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event of a uncured default by Owner under this Agreement.
 - F. If the Improvements are constructed and the COD is achieved, Owner agrees to make an annual payment to the County for each megawatt of Turbine Nameplate Capacity of the Project listed in the Certificate as being located in the County (and actually

installed and in place in the Reinvestment Zone) during each of the ten (10) years that the Abatement is in effect in the amount as follows:

1. One thousand five hundred dollars (\$1,500) per megawatt of Turbine Nameplate Capacity for the first seven (7) years of the abatement period.
2. Two thousand dollars (\$2,000) per megawatt of Turbine Nameplate Capacity for eight (8) through ten (10) of the abatement period.

Each payment described in this Paragraph IV(F) shall be due on January 31 of the year following year for which the abatement applies. By way of illustration, if the first year of the abatement period is 2017, then the payment owed for 2017 shall be due and payable on January 31, 2018.

- G. If the Turbine Nameplate Capacity of the Project listed in the Certificate as being located in the County is less than 150 megawatts, the payments owed in Paragraph IV(F) shall be calculated as if the Turbine Nameplate Capacity of the Project were 150 megawatts.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's or its successors' and assigns' use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- B. The County represents that (i) the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the effective date of this Agreement; (ii) no interest in the Improvements or the land on which they are located is held, leased, or subleased by a member of the County Commissioners Court, (iii) that the property within the Reinvestment Zone is located within the legal boundaries of the County, and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

VII. Default, Remedies, and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides written notice by certified mail, return receipt requested (a "Notice") to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after Notice thereof, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continued to diligently and timely pursue the completion of such remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law, or a change in the interpretation or enforcement of law, by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to cure such default prepared by such defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph VII(D) below or the preceding Paragraph IV(D), as applicable.
- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure." Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all

reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default in writing in the manner prescribed herein. All contact information for purposes of a notice of default shall be provided to the County Judge. The notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph VII(A) above to cure any default. Any Lender of which the County has notice shall have the right to cure any default, including any default caused by an assignee or contractor of such Lender, during the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date.
- E. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(D) OF THIS AGREEMENT (BUT LESS ANY PAYMENTS OR PAYMENTS IN LIEU OF TAXES, INCLUDING THE PAYMENTS DESCRIBED IN PARAGRAPH IV(F) ABOVE, MADE BY OWNER PRIOR TO CANCELLATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED-FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.**
- F. Any notice of default delivered to Owner under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

- A. The rights and responsibilities of Owner hereunder may be assigned, in whole or in part, without the County's prior consent in the following instances: (i) by Owner to an Affiliate of Owner, (ii) by Owner to a person or entity (whether or not an Affiliate of Owner) that acquires all or any portion of Owner's interest in the Improvements or the Project, (iii) by Owner to a Lender, or (iv) by a Lender to a third party after the Lender has exercised a right of foreclosure with respect to the Improvements or the Project; provided however, that Owner (or the party assigning the Agreement) shall give written notice of any such assignment to the County, and the assignment shall require that all conditions and obligations in this Agreement shall apply to and be binding upon the assignee.
- B. Except as expressly permitted by Paragraph IX(A), the rights and responsibilities of Owner hereunder may be assigned, in whole or in part, only after obtaining the County's prior consent which consent shall not be unreasonably withheld. Any assignment by Owner under this paragraph without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VII above. Owner shall give 60 days' written notice of any such intended assignment to the County, and the County shall respond with its consent or refusal within 30 days' receipt of Owner's notice of assignment. If the County responds to Owner's notice of assignment with a refusal, the parties agree to work together in good faith to resolve the County's objections to the assignment. Any assignment to a non-Affiliate shall require that all conditions and obligations in this Agreement shall apply to and be binding upon the assignee.
- C. No assignment under Paragraph IX(A) or IX(B) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- D. The parties agree that a transfer of all or a portion of the ownership interests in Owner to a third party shall not be considered an assignment under the terms of this

Agreement and shall not require any consent of the County.

- E. Upon any assignment and assumption under Paragraph IX(A) or IX(B) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement. Upon any assignment and assumption under Paragraph IX(A) or IX(B) of only a portion of Owner's interest in the Agreement (for example, if only portion of the Improvements or Project is transferred by Owner to a third party), then (i) each of Owner and each assignee of a portion of this Agreement shall be considered an Owner party under this Agreement, (ii) the County shall cause the property taxes owned by each of the Owner parties to be separately assessed, and (iii) neither of the Owner parties shall have any further rights, duties, or obligations under the Agreement as to the portion of the Improvements or Project owned by another Owner party.
- F. In addition to its rights under Paragraph IX(A) and IX(B), Owner may mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project to a Lender for the purpose of financing the operations of the Project or constructing the Project or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner does not provide the name and notice information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

X. Notice

All notices, demands, or other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least two (2) methods of delivery and in a manner consistent with Section VII(F). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Electra Wind, LLC
c/o Lincoln Clean Energy, LLC
401 N. Michigan Avenue
Suite 501
Chicago, IL 60611
Attn: General Counsel

To the County: County Judge of Wilbarger County, Texas
Wilbarger County Courthouse
1700 Wilbarger, Room 12
Vernon, Texas 76384

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only, this Agreement is deemed to have been granted a variance from the Guidelines and Criteria, and the provisions of this Agreement shall control.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below. The later of the dates shown below shall be the "Effective Date" of this Agreement.

ATTEST/SEAL:

WILBARGER COUNTY, TEXAS

GREG TYRA
County Judge

Date

Richard Jacobs
Commissioner Precinct 1

Phillip Graf
Commissioner Precinct 2

Rodney Johnston
Commissioner Precinct 3

Josh Patterson
Commissioner Precinct 4

ATTEST:

Print Name: Jana Kennon
Wilbarger County Clerk

OWNER:

Electra Wind, LLC
By: Lincoln Clean Energy, LLC, its sole member

By: _____

Name: _____

Its: _____

Exhibit A

Attached is the Order Designating the Electra Wind, LLC Reinvestment Zone duly passed by the Wilbarger County Commissioners Court on April ____, 2015.

RESOLUTION AND ORDER APPROVING AND AUTHORIZING ROAD AND RIGHT-OF-WAY AGREEMENT WITH ELECTRA WIND, LLC IN THE JURISDICTION OF WILBARGER COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILBARGER }

WHEREAS, Electra Wind, LLC is constructing a wind energy project in Wilbarger County, Texas (the "Wind Project");

WHEREAS, in connection with the Wind Project, Electra Wind, LLC has requested that the County grant certain rights over the County roads and County-owned rights-of-way for the benefit of the Wind Project;

WHEREAS, County desires to grant such rights to Electra Wind, LLC by entering into a road and right-of-way agreement with Electra Wind, LLC;

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

1. The County finds and determines that the terms of the proposed Road and Right-of-Way Agreement would be beneficial to the Project and the County and that the County has the authority to make the statements, representations, and agreements contained in the agreement.
2. The execution by the County of the Road and Right-of-Way Agreement with Electra Wind, LLC in substantial form as the attached Exhibit A is hereby authorized and approved.

The foregoing Resolution was lawfully moved by Phillip Graf, duly seconded by Rodney Johnston, and duly adopted by the Wilbarger County Commissioner's Court, the 27 day of April 2015.

GREG TYRA
GREG TYRA
County Judge

RICHARD JACOBS
Richard Jacobs
Commissioner Precinct 1

PHILLIP GRAF
Phillip Graf
Commissioner Precinct 2

RODNEY JOHNSTON
Rodney Johnston
Commissioner Precinct 3

JOSE RATTERSON
Jose Ratterson
Commissioner Precinct 4

ATTEST:

JANA KENNON
Print Name: Jana Kennon
Wilbarger County Clerk

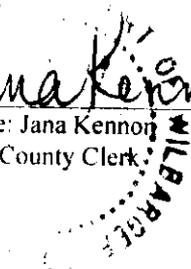


Exhibit A

Form of Road and Right-of-Way Agreement

Tab Item 17

Signature and Certification Page:

See attached signature and certification page below.

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 ▶ David Thweatt Superintendent
Print Name (Authorized School District Representative) Title

sign here ▶  4-20-15
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 ▶ Declan Flanagan Chief Executive Officer
Print Name (Authorized Company Representative (Applicant)) Title

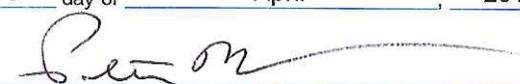
sign here ▶  April 3, 2015
Signature (Authorized Company Representative (Applicant)) Date



(Notary Seal)

GIVEN under my hand and seal of office this, the

3 day of April, 2015


 Notary Public in and for the State of ~~Texas~~ Illinois

My Commission expires: February 23, 2019

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