

FINDINGS
of the
***SILVERTON INDEPENDENT
SCHOOL DISTRICT
BOARD OF TRUSTEES***

**Under Chapter 313 of the
Texas Tax Code**

**ON THE APPLICATION FOR A
LIMITED APPRAISED VALUE ON
QUALIFIED PROPERTY**

SUBMITTED BY

BRISCOE WIND FARM, LLC

Comptroller Application Number 353

RESOLUTION AND FINDINGS OF FACT
of the
SILVERTON INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER CHAPTER 313 OF THE TEXAS TAX CODE
ON THE APPLICATION FOR A
LIMITED APPRAISED VALUE ON QUALIFIED PROPERTY SUBMITTED
BY BRISCOE WIND FARM, LLC

STATE OF TEXAS §
 §
COUNTY OF BRISCOE §

PREAMBLE

On the 12th day of June, 2014, a public meeting of the Board of Trustees of the Silvertown Independent School District (the “Board”) was held to solicit input from interested parties on the application by Briscoe Wind Farm, LLC (“Briscoe Wind Farm” or “Applicant”) for an appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board considered the application by Briscoe Wind Farm for a Limited Appraised Value on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations from interested parties within the District. After hearing presentations from the District’s administrative staff and the consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Silvertown Independent School District makes the following Findings regarding the Application:

On or about the 22nd day of October, 2013, the Superintendent of Schools, acting as an agent for the Board of Trustees for the Silvertown Independent School District, received an Application for an Appraised Value Limitation on Qualified Property from Briscoe Wind Farm, pursuant to Chapter 313 of the Texas Tax Code. The general nature of Applicant’s investment in qualified property set forth in the Application is for equipment and material related to the creation of a renewable energy electric generation facility. *See* Application (page 5, Question 6) attached hereto as Attachment A, and *see also* Comptroller’s Recommendation Letter, dated February 20, 2014, attached hereto as Attachment C¹. The Board agreed to consider such Application, and the Superintendent formally acknowledged receipt of the Application for consideration on behalf of the District, which was delivered to the Texas Comptroller of Public Accounts immediately upon a determination that the Application was complete. The Comptroller acknowledged receipt of the Application on or about November 11, 2013. Thereafter, on behalf of the Applicant, District submitted Amendment No. 001 (Attachment 13-signed job waiver request letter) on or about November 20, 2013, and the Comptroller issued its notice of completeness by letter dated November 25, 2013, the Application Review Start Date. A copy of the Application and Comptroller letter of November 25, 2013 are attached as Attachment A. The

¹ The Comptroller’s Recommendation Letter of February 20, 2014 incorrectly reports that Briscoe Wind Farm is proposing to construct a “solar power electric generation facility.” The Application states it is requesting an appraised value limitation for a “wind powered electronic generating facility.” *See* Application, Attachment 4, attached hereto as Attachment A.

District then submitted, on behalf of the Applicant, Amendment No. 002 (reinvestment zone documentation) on or about January 29, 2014. The Application and Amendment Nos. 001 and 002 are collectively referred to as the “Application.”

The Texas Taxpayer Identification number for Briscoe Wind Farm is 32052241455. Briscoe Wind Farm is an entity subject to Chapter 171 of the Texas Tax Code and is certified to be in good standing with the Texas Comptroller of Public Accounts as required by Texas Tax Code §313.024(a). *See* Attachments A, B and C.

The Board acknowledged receipt of the Application and necessary application fee as established by §313.025(a)(1) of the Texas Tax Code and Local District Policy.

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

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

The Application was reviewed by the Texas Comptroller’s Office pursuant to Texas Tax Code §§313.025 and 313.026. After receipt of the Application, the Texas Comptroller’s Office caused an economic impact evaluation to be conducted pursuant to §313.026 of the Texas Tax Code. The Comptroller, pursuant to Texas Tax Code §313.025(h), determined the project subject to the Application meets the requirements for eligibility under Texas Tax Code §313.024 for a limitation on appraised value, and after reviewing the Application based on the criteria set out in Texas Tax Code § 313.026, issued a recommendation on February 20, 2014 that the Application be approved. *See* Attachment C. The Board of Trustees has carefully considered such evaluation and recommendation. Copies of the Recommendation and Economic Impact Evaluation are attached to these Findings as Attachments C and D.

The Board also directed that a specific school financial analysis be conducted of the impact of the proposed value limitation on the finances of Silverton Independent School District. A copy of a report prepared by Randy McDowell and Neal Brown is attached to these Findings as Attachment E.

The Board has confirmed that the taxable value of industrial property in the Silverton Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403 of the Texas Government Code, falls within a rural school district, Category III of §313.054 of the Texas Tax Code. *See* Comptroller’s “2013 ISD Summary Worksheet,” attached hereto as Attachment F, and Attachment C.

After receipt of the completed Application, the District entered into negotiations with Briscoe Wind Farm regarding the specific language to be included in the Limitation on Appraised Value Agreement (“LAVA”) pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed LAVA is attached to these Findings as Attachment G, and the LAVA was submitted to and approved by the Comptroller as set out under 34 Texas Administrative Code §9.1015, *et seq.* *See* copy of

June 5, 2014 Agreement approval letter from the Comptroller, attached to these Findings as Attachment H.

The District's Board of Trustees, by resolution dated March 20, 2014, granted Applicant's request to extend the statutory deadline by which the District must consider its Application until June 24, 2014, and the Comptroller was provided notice of such extension as set out under 34 Texas Administrative Code §9.1054(d). See Resolution authorizing extension of consideration period and notice to Applicant attached hereto as Attachment J.

After review of the Comptroller's recommendation and Economic Impact Evaluation, and in consideration of its own analysis of Briscoe Wind Farm's Application and all other substantive documentation related thereto, the Board, in addition to the above Findings, further finds as follows:

Board Finding Number 1.

There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (the ED Plan) submitted by the Texas Strategic Economic Development Commission under § 481.033 of the Texas Government Code.

In support of Finding Number 1, the Economic Impact Evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Briscoe Wind Farm, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified energy as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the energy industry.

See Attachment D.

Board Finding Number 2.

Applicant's renewable energy generation facility will improve the economic condition of Briscoe County and the region.

In support of this Finding, the Economic Impact Evaluation provided by the Comptroller's Office analyzes several economic factors and conditions, including population, employment and taxes. The Comptroller's Economic Impact Evaluation indicates the population growth of Briscoe County lagged behind that of the state in recent years. The state population grew by 1.8 percent between 2009 and 2010, while the population of Briscoe County was down 1.2 percent over the same period. Briscoe County was the 241st largest county in population in 2010, and the 238th fastest growing county from 2009 to 2010.

September 2011 employment for Briscoe County was down 5.9 percent from September 2010, while the state total employment increased .9 percent in this same period. Total Briscoe County employment in September 2011 was 637. The unemployment rate in Briscoe County was 6.9 percent in September 2011, which was up from 5.4 percent in September 2010. This was lower than the state average of 8.5 percent for September 2011.

Briscoe County has lower per-capita personal income than the state as a whole. The average per-capita income for Briscoe County residents for 2009 was \$34,048, which ranked 103rd among the 254 counties in Texas, and was up 6.0 percent from 2008. The Texas average was \$38,609 for the same period.

Taxable sales in Briscoe County through the fourth quarter of 2010 were \$3.17 million, up 0.2 percent from the same period in 2009. Taxable sales in the City of Silverton through the fourth quarter of 2010 were \$1.55 million, up 1.2 percent from the same period in 2009.

Given recent income levels and sales tax activity, Briscoe County will benefit from economic activity like that associated with the Briscoe Wind Farm. Major capital investments like this project are beneficial to the community on a number of fronts, including employment, expanded opportunities for existing businesses, and an increased local tax base.

See Attachment 3, and Tables 1 and 2, of Attachment D.

Board Finding Number 3.

Based on the Application, the level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$50.3 million, based on six (6) qualifying jobs in the Briscoe Wind Farm project attributable to Silverton ISD.

In support of Finding Number 3, the Economic Impact Evaluation states:

The project's total investment is \$301.5 million, resulting in a relative level of investment per qualifying job of \$50.3 million.

See Attachment D.

Board Finding Number 4.

The average salary level of qualifying jobs is expected to be at least \$46,500 per year, which meets the requirements under Chapter 313 for an appropriate wage-level, and each qualifying job will be offered a full package of benefits such as health benefit plan, skills training, vacation time, sick leave and an area wide competitive 401 (k) retirement savings plan.

In support of Finding Number 4, the Economic Impact Evaluation states:

After construction, the project will create seven new jobs when fully operational. Six jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Panhandle Regional Planning Commission, where Briscoe County is located was \$41,850 in 2012. There is no wage data on the annual average manufacturing wage for 2012-2013 for Briscoe County. From 2012-2013, the county annual average wage for all industries was \$27,820. In addition to an annual average salary of \$46,500 each qualifying position will receive benefits such as a group health benefit plan, skills training, vacation time, sick leave and an area wide competitive 401 (k) retirement savings plan.

See Attachment D.

Board Finding Number 5.

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

In support of this Finding, Applicant submitted information as Attachment 13 to its Application regarding the industry standard for the number of jobs for a project with qualified property of this size and type. Attachment 13 provides that for a project of the size and type described in the Application, the project will require less than ten (10) permanent jobs. The industry standard requires approximately one (1) full time position for every 15 turbines, which is less than the requirements of §313.051(b), depending on: (a) the operations and maintenance requirements of turbines selected, and (b) the support and technical assistance offered by the turbine manufacture. Applicant intends to use 3.0 MW Acciona turbines, which would require one (1) full time job for every 15 turbines. A copy of Attachment and check list item 13 submitted with the Application is attached hereto as Attachment I. Applicant reported in its Application that it would create a total of seven (7) new jobs for the project, and six (6) those are qualifying jobs attributable to the District, to service and support an estimated 67 turbines, which is in line with industry standards.

See Attachments A and I.

Board Finding Number 6.

The ability of the Applicant to locate the proposed wind energy facility in another state or another region of this state is significant because of the highly competitive marketplace for economic development.

In support of Finding Number 6, the Economic Impact Evaluation states:

According to Briscoe Wind Farm, LLC's application, "Founded in 1996 by two entrepreneurs in Worrstadt, Germany, the privately held juwi Group (juwi) has more than 17 years of experience developing, financing, constructing, operating, and maintaining renewable energy projects. The juwi Group has developed over 2,000 MW of renewable energy-including wind, solar, and bio energy. The juwi Group employees more than 1,700 people globally and is currently active in renewable energy development on five continents." juwi Wind is the 100% owner of the Briscoe Wind Farm and is looking forward to adding this 200 MW project to our construction plans."

See Attachment D. Briscoe Wind Farm further states, in attachment 4A of its Application, that:

Since 1996, the juwi Group has overseen the installation of over 1,450 MW of wind energy, representing 150 individual projects and over 650 individual wind turbines. As such juwi has the ability to locate wind farms throughout the U.S. and in foreign countries.

Headquartered at 4845 Pearl East Circle, Suite 200 Boulder, Colorado 80301, juwi Wind, LLC (juwi Wind) is a wholly owned subsidiary of the juwi. juwi Wind's staff of 22 development professionals offers expertise in project development, financing, construction, and asset management in the North American market. In its four years of active market participation, juwi wind has installed 91 MWs of wind energy and has already contracted an additional 26 MWs for construction in 2014.

See Attachment A.

Board Finding Number 7.

Subsequent positive economic effects on the local and regional tax bases will be significant. The District will receive revenue gains due to the increase in its tax base. Likewise, the Board finds that the local and regional tax base will increase, and that the Applicant's renewable energy project will improve the economic condition of the region and the state.

In support of Finding Number 7, the Economic Impact Evaluation states:

Table 1 depicts Briscoe Wind Farm, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc., (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Briscoe Wind Farm, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	5	6	11	\$210,000	\$790,000	\$1,000,000
2015	6	6	12	\$256,500	\$743,500	\$1,000,000
2016	207	188	395	\$8,694,000	\$14,306,000	\$23,000,000
2017	7	16	23	\$294,000	\$2,706,000	\$3,000,000
2018	7	13	20	\$294,000	\$2,706,000	\$3,000,000
2019	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2020	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2021	7	9	16	\$294,000	\$1,706,000	\$2,000,000
2022	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2023	7	11	18	\$294,000	\$1,706,000	\$2,000,000
2024	7	5	12	\$294,000	\$706,000	\$1,000,000
2025	7	14	21	\$294,000	\$1,706,000	\$2,000,000
2026	7	9	16	\$294,000	\$706,000	\$1,000,000
2027	7	7	14	\$294,000	\$706,000	\$1,000,000
2028	7	5	12	\$294,000	\$706,000	\$1,000,000
2029	7	1	8	\$294,000	\$706,000	\$1,000,000

Source: CPA, REMI, Briscoe Wind Farm, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.7 billion in 2012-2013. Silverton ISD's ad valorem tax base in 2012-2013 was \$63.2 million. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Silverton ISD's estimated wealth per WADA was \$174,802. The impact on the facilities and finances of the district are presented in Attachment 2 [of the Comptroller's Economic Impact Evaluation].

Table 2 examines the estimated direct impact on ad valorem taxes to the school district and Briscoe County with all property tax incentives sought being granted using estimated market value from Briscoe Wind Farm, LLC's application. Briscoe Wind Farm, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county. Table 3 illustrates the estimated tax impact of the Briscoe Wind Farm, LLC project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Silverton ISD I&S Levy	Silverton ISD M&O Levy	Silverton ISD M&O and I&S Tax Levies (Before Credit Credited)	Silverton ISD M&O and I&S Tax Levies (After Credit Credited)	Briscoe County Tax Levy	Estimated Total Property Taxes
				0.0000	1.0400			0.6300	
2014	\$7,537,500	\$7,537,500		\$0	\$78,390	\$78,390	\$78,390	\$47,486	\$125,876
2015	\$15,075,000	\$15,075,000		\$0	\$156,780	\$156,780	\$156,780	\$94,973	\$251,753
2016	\$292,455,000	\$292,455,000		\$0	\$3,041,532	\$3,041,532	\$3,041,532	\$0	\$3,041,532
2017	\$269,059,000	\$10,000,000		\$0	\$104,000	\$104,000	\$104,000	\$0	\$104,000
2018	\$247,534,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2019	\$227,731,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2020	\$209,513,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2021	\$192,752,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2022	\$177,332,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2023	\$163,145,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2024	\$150,093,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2025	\$138,086,000	\$138,086,000		\$0	\$1,436,094	\$1,436,094	\$124,277	\$0	\$124,277
2026	\$127,039,000	\$127,039,000		\$0	\$1,321,206	\$1,321,206	\$260,920	\$800,346	\$1,061,266
2027	\$116,876,000	\$116,876,000		\$0	\$1,215,510	\$1,215,510	\$1,215,510	\$736,319	\$1,951,829
						Total	\$5,345,410	\$1,679,123	\$7,024,533

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Briscoe Wind Farm, LLC

¹Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Silverton ISD I&S Levy	Silverton ISD M&O Levy	Silverton ISD M&O and I&S Tax Levies	Briscoe County Tax Levy	Estimated Total Property Taxes	
				0.0000	1.0400		0.6300		
2014	\$7,537,500	\$7,537,500		\$0	\$78,390	\$78,390	\$47,486	\$125,876	
2015	\$15,075,000	\$15,075,000		\$0	\$156,780	\$156,780	\$94,973	\$251,753	
2016	\$292,455,000	\$292,455,000		\$0	\$3,041,532	\$3,041,532	\$1,842,467	\$4,883,999	
2017	\$269,059,000	\$269,059,000		\$0	\$2,798,214	\$2,798,214	\$1,695,072	\$4,493,285	
2018	\$247,534,000	\$247,534,000		\$0	\$2,574,354	\$2,574,354	\$1,559,464	\$4,133,818	
2019	\$227,731,000	\$227,731,000		\$0	\$2,368,402	\$2,368,402	\$1,434,705	\$3,803,108	
2020	\$209,513,000	\$209,513,000		\$0	\$2,178,935	\$2,178,935	\$1,319,932	\$3,498,867	
2021	\$192,752,000	\$192,752,000		\$0	\$2,004,621	\$2,004,621	\$1,214,338	\$3,218,958	
2022	\$177,332,000	\$177,332,000		\$0	\$1,844,253	\$1,844,253	\$1,117,192	\$2,961,444	
2023	\$163,145,000	\$163,145,000		\$0	\$1,696,708	\$1,696,708	\$1,027,814	\$2,724,522	
2024	\$150,093,000	\$150,093,000		\$0	\$1,560,967	\$1,560,967	\$945,586	\$2,506,553	
2025	\$138,086,000	\$138,086,000		\$0	\$1,436,094	\$1,436,094	\$869,942	\$2,306,036	
2026	\$127,039,000	\$127,039,000		\$0	\$1,321,206	\$1,321,206	\$800,346	\$2,121,551	
2027	\$116,876,000	\$116,876,000		\$0	\$1,215,510	\$1,215,510	\$736,319	\$1,951,829	
						Total	\$24,275,966	\$14,705,633	\$38,981,599

Source: CPA, Briscoe Wind Farm, LLC

¹Tax Rate per \$100 Valuation

See also the District's Financial Impact Report, Tables III, IV and V, attached hereto as Attachment E.

Board Finding Number 8.

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

In support of this Finding, Randy McDowell and Neal Brown estimate in the District's Financial Impact Report, based on Briscoe Wind Farm's Application, that the project would add \$292,455,000 to the tax base at the peak investment level for the 2016 tax year. This additional value is fully taxable for debt service taxes and can be used to meet any current or future debt needs. See Table I of Attachment E and Table 2 of Attachment D. In addition, the projected revenue gains from the proposed Agreement would be approximately \$234,468, based on \$100 per student per year in average daily attendance. See Table VI of Attachment E.

Board Finding Number 9.

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

The Application indicates that Briscoe Wind Farm expects six (6) new qualifying jobs in the District. It is not known whether these would be new employees to the District, or if current residents would fill these positions. But, it is assumed in the Financial Impact Report that these employees would be new residents to the District, and provide three (3) new student to the District based on six (6) qualifying jobs. It is believed that Silverton ISD will easily be able to accommodate new students, if any, which may result from these new jobs. See Table VII of Attachment E. The District must plan to educate all students who reside within its boundaries, and the number of new students could vary widely depending on the number of construction jobs and workers present during the construction phase of Briscoe Wind Farm's renewable energy project. Therefore, the District may need to hire additional temporary teachers and staff to educate the additional students that could enroll in the District. The proposed Limitation on Appraised Value Agreement pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, provides that Applicant shall reimburse the District for extraordinary educational related expenses paid by the District that are directly attributable to Applicant's project.

Board Finding Number 10.

During the past two (2) years, twenty-six (26) projects in the South Plains State Planning Region applied for value limitation agreements under Tax Code Chapter 313.

Board Finding Number 11.

The Board finds that the total investment of the Applicant is \$301,500,000, and the projected market value of the qualified property of the Applicant is \$292,455,000, as determined by the Comptroller.

See Table 2 of Attachment D; see also Table I of Attachment E.

Board Finding Number 12.

The proposed limitation on appraised value for the qualified property is \$10,000,000.

Board Finding Number 13.

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

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2015-2016	1.040	0.00	156,780	0	n/a	0	0
2016-2017	0.950	0.00	2,778,323	0	n/a	0	0
2017-2018	1.040	0.00	2,798,214	2,694,214	n/a	(1,878,779)	815,434
2018-2019	1.040	0.00	2,574,354	2,470,354	52,000	(19,161)	2,503,193
2019-2020	1.040	0.00	2,368,402	2,264,402	52,000	(8,367)	2,308,036
2020-2021	1.040	0.00	2,178,935	2,074,935	52,000	0	2,126,935
2021-2022	1.040	0.00	2,004,621	1,900,621	52,000	(6,040)	1,946,581
2022-2023	1.040	0.00	1,844,253	1,740,253	52,000	(2,923)	1,789,329
2023-2024	1.040	0.00	1,696,708	1,592,708	52,000	0	1,644,708
2024-2025	1.040	0.00	1,560,967	1,456,967	52,000	0	1,508,967
2025-2026	0.950	0.00	1,311,817	0	1,311,817	0	1,311,817
2026-2027	1.040	0.00	1,321,206	0	1,060,286	0	1,060,286
2027-2028	1.040	0.00	1,215,510	0	0	0	0
Totals			23,810,089	16,194,454	2,736,103	(1,915,270)	17,015,286

The Comptroller's estimated dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does not receive a limitation on appraised value with the projected depreciations of investment, is depicted in Table 3 of the Economic Impact Evaluation. See Finding No. 7, page 8, infra.

Board Finding Number 14.

The projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is discernible from Table II of Attachment E, and is based on the assumption that the projected total maintenance and operations tax rate and interest and sinking fund tax rate per \$100 in valuation in each year of the Agreement will be as follows:

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2015-2016	1.040	0.00	156,780	0	n/a	0	0
2016-2017	0.950	0.00	2,778,323	0	n/a	0	0
2017-2018	1.040	0.00	2,798,214	2,694,214	n/a	(1,878,779)	815,434
2018-2019	1.040	0.00	2,574,354	2,470,354	52,000	(19,161)	2,503,193
2019-2020	1.040	0.00	2,368,402	2,264,402	52,000	(8,367)	2,308,036
2020-2021	1.040	0.00	2,178,935	2,074,935	52,000	0	2,126,935
2021-2022	1.040	0.00	2,004,621	1,900,621	52,000	(6,040)	1,946,581
2022-2023	1.040	0.00	1,844,253	1,740,253	52,000	(2,923)	1,789,329
2023-2024	1.040	0.00	1,696,708	1,592,708	52,000	0	1,644,708
2024-2025	1.040	0.00	1,560,967	1,456,967	52,000	0	1,508,967
2025-2026	0.950	0.00	1,311,817	0	1,311,817	0	1,311,817
2026-2027	1.040	0.00	1,321,206	0	1,060,286	0	1,060,286
2027-2028	1.040	0.00	1,215,510	0	0	0	0
Totals			23,810,089	16,194,454	2,736,103	(1,915,270)	17,015,286

The Comptroller's estimated dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is depicted in Table 2 of the Economic Impact Evaluation. See Finding No. 7, page 8, infra.

Board Finding Number 15.

The projected effect on the Foundation School Program and impact on the District's finances resulting from payments to the District for each year of the Agreement is shown on Tables III, IV and V of Attachment E. The economic impact from Briscoe Wind Farm's project on the State of Texas, local employment levels and personal income is shown, and in Tables 1, 2 and 3 of the Economic Impact Evaluation. See Finding No. 7, pages 6, 7 and 8, infra.

Board Finding Number 16.

The projected future tax credits for each year of the Agreement are shown in Table II of Attachment E; See also Finding No. 7, Table 2, at p. 8.

Board Finding Number 17.

Assuming that Applicant would still construct is renewable energy project in the District, without a limitation on appraised value for the qualified property, the total amount of taxes to be lost over the life of the Agreement by subtracting the projected taxes stated in Finding Number 14 from the projected taxes stated in Finding Number 13 is shown in Table II of Attachment E (column labeled “Tax Savings with Agreement,” which is highlighted in Finding No. 14, page 11). See also difference between Table 3 and Table 2, Finding No. 7, page 8.

Board Finding Number 18.

The Board of Trustees hired consultants to review and verify the information in the Application from Briscoe Wind Farm. Based upon the consultants’ review, the Comptroller’s Economic Impact Evaluation, and the Comptroller’s Recommendation letter, the Board has determined that the information provided by the Applicant in its Application was true and correct when it was submitted (see Attachments B, C and D).

Board Finding Number 19.

The Applicant (Taxpayer Id. 32052241455) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity (See Attachments B and C).

Board Finding Number 20.

The Limited Appraised Valuation Agreement on Qualified Property (LAVA), pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District.

In support of this Finding and based on the information provided by Applicant in its Application, the Financial Impact Report demonstrates that the District will incur a revenue loss during years 3, 4, 5, 7 and 8 of the proposed LAVA. However, the negative consequences of granting the value limitation are offset through the “hold harmless” provision of the LAVA and other revenue protection provisions agreed to by the Applicant and the District. See Table II in Attachment E.

Board Finding Number 21.

The general nature of Applicant's qualified investment is renewable energy electricity generation (wind), which is eligible for the limitation on the appraised value of Applicant's Property.

See Attachments A and C.

Board Finding Number 22.

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

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

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

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

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

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

[the remainder of this page is intentionally left blank]

Dated this 12th day of June, 2014.

Silverton Independent School District

By 
Signature

Clint Hunt Board President
Printed Name and Title

Attest:

By 
Signature

Molly Forman Board Secretary
Printed Name and Title

LIST OF ATTACHMENTS

<i>Attachment</i>	<i>Description</i>
A	Application and Comptroller's Completeness Letter
B	Franchise Tax Certification of Account Status
C	Comptroller's Recommendation Letter
D	Comptroller Economic Impact Evaluation
E	District's Financial Impact Report
F	Comptroller's 2013 ISD Property Value Summary Worksheet
G	Proposed Limited Assessed Valuation Agreement
H	June 5, 2014 Agreement approval letter from Comptroller
I	Job Waiver Request
J	Resolution authorizing extension request with notice to Applicant

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



November 25, 2013

Todd Southard
Superintendent
Silverton Independent School District
700 Loretta St.
Silverton, Texas 79257

Dear Superintendent Southard:

On Nov. 11, 2013, the Comptroller's office received from Silverton Independent School District (Silverton ISD) an application from Briscoe Wind Farm, LLC for a limitation on appraised value. The purpose of this letter is to inform you that the Comptroller's office has received all required documents for the application review and economic impact evaluation.

The Comptroller's office will move forward with our economic impact evaluation and recommendation to the school district. Tax Code §313.025(d) allows the Comptroller's office to complete the economic impact evaluation and recommendation on or before the 91 days from the date of this letter. The Comptroller's office will send a letter of recommendation to the ISD and the applicant.

Should you have any questions, please contact John Villarreal with our office. He can be reached by email at john.villarreal@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-5241, or direct in Austin at 512-463-5241.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Wood".

Robert Wood
Director
Economic Development & Analysis

cc: Audie Sciumbato, Underwood Law Firm, P.C.
Eric Simons, juwi Wind, LLC
Monty Humble, Brightman Energy, LLC

BRISCOE WIND FARM, LLC

**CHAPTER 313 APPLICATION
FOR APPRAISED VALUE LIMITATION
TO SILVERTON ISD**

October 22, 2013



Application for Appraised Value Limitation on Qualified Property

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

Form 50-296
(Revised July 2013)

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 completed application to the Comptroller in a three-ring binder with tabs 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 as explained in the Confidentiality Notice below.

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. 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, make a recommendation to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

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

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

SCHOOL DISTRICT INFORMATION – CERTIFICATION OF APPLICATION

Authorized School District Representative		Date Application Received by District October 22, 2013
First Name Todd	Last Name Southard	
Title Superintendent		
School District Name Silverton ISD		
Street Address 700 Loretta St.		
Mailing Address same		
City Silverton	State TX	ZIP 79257
Phone Number (806) 823-2476	Fax Number (806) 823-2276	
Mobile Number (optional)	Email Address todd.southard@region16.net	

I authorize the consultant to provide and obtain information related to this application. Yes No

Will consultant be primary contact? Yes No



SCHOOL DISTRICT INFORMATION – CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name Audie		Last Name Sciumbato	
Title Attorney			
Firm Name Underwood Law Firm, P.C.			
Street Address 500 S. Taylor, Suite 1200			
Mailing Address PO Box 9158			
City Amarillo		State TX	ZIP 79105
Phone Number (806) 379-0326		Fax Number (806) 379-0316	
Mobile Number (Optional)		Email Address audie.sciumbato@ulaw.com	

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.

Signature (Authorized School District Representative) 	Date 10/22/13
---	------------------

Has the district determined this application complete? Yes No

If yes, date determined complete. 11/11/13

Have you completed the school finance documents required by TAC 9.1054(c)(3)? Yes No

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	✓
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	will submit

**APPLICANT INFORMATION – CERTIFICATION OF APPLICATION****Authorized Business Representative (Applicant)**

First Name Eric	Last Name Simons	
Title Director, Project Development		
Organization juwi Wind, LLC		
Street Address 4845 Pearl East Circle, Suite 200		
Mailing Address same		
City Boulder	State CO	ZIP 80301
Phone Number (303) 996-4146	Fax Number none	
Mobile Number (optional) (303) 330-9092	Business Email Address simons@juwi.com	

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

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

First Name Matt	Last Name Heck	
Title Senior Project Manager		
Organization juwi Wind, LLC		
Street Address 4845 Pearl East Circle, Suite 200		
Mailing Address same		
City Boulder	State CO	ZIP 80301
Phone Number (303) 996-4153	Fax Number (303) 953-5185	
Mobile Number (optional) (303) 305-9968	Email Address m.heck@juwi.com	

I authorize the consultant to provide and obtain information related to this application. Yes No

Will consultant be primary contact? Yes No



APPLICANT INFORMATION – CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name Monty	Last Name Humble	
Title Managing Director		
Firm Name Brightman Energy LLC		
Street Address 100 Congress, Suite 2000		
Mailing Address same		
City Austin	State TX	ZIP 78701
Phone Number (469) 855-7746	Fax Number none	
Business Email Address mhumble@humble.us.com		

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 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.

Signature (Authorized Business Representative (Applicant)) 	Date 10-21-13
--	------------------

GIVEN under my hand and seal of office this 21st day of OCTOBER, 2013



(Notary Seal)

Robert K. Karsted
Notary Public, State of Colorado

My commission expires 5/19/2017

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



FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "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.

Please answer only either A OR B:

A. 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

B. 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

BUSINESS APPLICANT INFORMATION

Legal Name Under Which Application is Made

Briscoe Wind Farm, LLC

Texas Taxpayer I.D. Number of Entity Subject to Tax Code, Chapter 171 (11 digits)

32052241455

NAICS Code

221119

Is the applicant a party to any other Chapter 313 agreements? Yes No

If yes, please list name of school district and year of agreement.

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State? Yes No

Identify Business Organization of Applicant (corporation, limited liability corporation, etc.)

Limited liability company

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)? Yes No

If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas? Yes No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas? NA Yes No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)

Empty text box for providing explanation or documentation.



ELIGIBILITY UNDER TAX CODE CHAPTER 313.024

Are you an entity to which Tax Code, Chapter 171 applies? [checked] Yes [] No

The property will be used as an integral part, or as a necessary auxiliary part, in one of the following activities:

- (1) manufacturing [] Yes [checked] No
(2) research and development [] Yes [checked] No
(3) a clean coal project... [] Yes [checked] No
(4) an advanced clean energy project... [] Yes [checked] No
(5) renewable energy electric generation [checked] Yes [] No
(6) electric power generation using integrated gasification... [] Yes [checked] No
(7) nuclear electric power generation [] Yes [checked] No
(8) a computer center that is used as an integral part or as a necessary auxiliary part... [] Yes [checked] No

Are you requesting that any of the land be classified as qualified investment? [] Yes [checked] No

Will any of the proposed qualified investment be leased under a capitalized lease? [] Yes [checked] No

Will any of the proposed qualified investment be leased under an operating lease? [] Yes [checked] No

Are you including property that is owned by a person other than the applicant? [] Yes [checked] No

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 [checked] No

PROJECT DESCRIPTION

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. (Use attachments as necessary)

See attached project description--Attachment 4

Describe the ability of your company to locate or relocate in another state or another region of the state.

See attached project description--Attachment 4A

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

- [checked] New Jobs [checked] Construct New Facility [checked] New Business / Start-up [] Expand Existing Facility
[] Relocation from Out-of-State [] Expansion [checked] Purchase Machinery & Equipment
[] Consolidation [] Relocation within Texas

PROJECTED TIMELINE

Begin Construction Q4 - 2013 Begin Hiring New Employees Q3 -2015

Construction Complete Q4 - 2015 Fully Operational Q4 - 2015

Purchase Machinery & Equipment Q2 - 2014

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)? [checked] Yes [] No

Note: Improvements made before that time may not be considered qualified property.

When do you anticipate the new buildings or improvements will be placed in service? Q4- 2015



ECONOMIC INCENTIVES

Identify state programs the project will apply for:

State Source	Amount
none	
Total	

Will other incentives be offered by local units of government? Yes No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Applicant will apply for tax abatement and anticipates entering into local Chapter 312 tax abatement with Briscoe County. Abatement terms and negotiations have not started at the time of this filing, but the same abatement terms granted to Longhorn Wind are listed in Schedule D (attachment 20).

THE PROPERTY

Identify county or counties in which the proposed project will be located Briscoe

Central Appraisal District (CAD) that will be responsible for appraising the property Briscoe CAD

Will this CAD be acting on behalf of another CAD to appraise this property? Yes No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Briscoe 100% City: none
(Name and percent of project)

Hospital District: none Water District: none
(Name and percent of project)

Other (describe): none Other (describe): none
(Name and percent of project)

Is the project located entirely within this ISD? Yes No

If not, please provide additional information on the project scope and size to assist in the economic analysis.



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 rural, 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/.

At the time of application, what is the estimated minimum qualified investment required for this school district? \$10,000,000
What is the amount of appraised value limitation for which you are applying? \$10,000,000
What is your total estimated qualified investment? \$301,500,000

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? December 18, 2013
What is the anticipated date of the beginning of the qualifying time period? March 31, 2014
What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? \$301,500,000

Describe the qualified investment.[See 313.021(1).]

Attach the following items to this application:

- (1) 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,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? [X] Yes [] No

- Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:
(1) in or on the new building or other new improvement for which you are applying? [X] Yes [] No
(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? [X] Yes [] No
(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? [X] Yes [] No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? [X] Yes [] No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? [X] Yes [] No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? [X] Yes [] No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) 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.
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as
(3) a map of the qualified property showing location of new buildings or new improvements – with vicinity map.

Part of the project area is located in Briscoe County Reinvestment Zone No. 1. The remaining area will be in a newly and separately created reinvestment zone. These areas are delineated on the maps

Land

Is the land on which you propose new construction or 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? [X] Yes [] No

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements?

Will the applicant own the land by the date of agreement execution? [] Yes [X] No

Will the project be on leased land? [X] Yes [] No



QUALIFIED PROPERTY (CONTINUED)

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

- 1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

Miscellaneous

Is the proposed project a building or new improvement to an existing facility? ... [] Yes [x] No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. N/A (Market Value) N/A (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313? ... [] Yes [x] No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation? ... [x] Yes [] No

WAGE AND EMPLOYMENT INFORMATION

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

The last complete calendar quarter before application review start date is the:

[] First Quarter [] Second Quarter [x] Third Quarter [] Fourth Quarter of 2013 (year)

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 TWC? ... 0

Note: For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application.

n/a

Total number of new jobs that will have been created when fully operational ... 7

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement? ... [] Yes [x] No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)? ... [x] Yes [] No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? ... 6

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at www.texasahead.org/tax_programs/chapter313/)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).



WAGE AND EMPLOYMENT INFORMATION (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from 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(7).

Table with 2 columns: Description of wage calculation and Amount. Rows include county average weekly wage for all jobs (\$589), county average weekly wage for manufacturing jobs (No data available), and county average weekly wage for manufacturing jobs in the region (\$885.28).

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

- Checkboxes for §313.021(5)(A), §313.021(5)(B), §313.021(3)(E)(ii), and §313.051(b) (checked).

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? \$46,035

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? \$46,500

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? [X] Yes [] No

Will each qualifying job require at least 1,600 of work a year? [X] Yes [] No

Will any of the qualifying jobs be jobs transferred from one area of the state to another? [] Yes [X] No

Will any of the qualifying jobs be retained jobs? [] Yes [X] No

Will any of the qualifying jobs be created to replace a previous employee? [] Yes [X] No

Will any required qualifying jobs be filled by employees of contractors? [X] Yes [] No

If yes, what percent? estimated 75%

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job? [X] Yes [] No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

Medical insurance. Company pays at least 80% of medical premiums for employee only coverage. Paid holidays and vacations. Retirement savings plan.

ECONOMIC IMPACT

Is an Economic Impact Analysis attached (If supplied by other than the Comptroller's office)? [] Yes [X] No

Is Schedule A completed and signed for all years and attached? [X] Yes [] No

Is Schedule B completed and signed for all years and attached? [X] Yes [] No

Is Schedule C (Application) completed and signed for all years and attached? [X] Yes [] No

Is Schedule D completed and signed for all years and attached? [X] Yes [] No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

CONFIDENTIALITY NOTICE**Property Tax Limitation Agreement Applications
Texas Government Code Chapter 313
Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.

**COMPANY CHECKLIST AND REQUESTED ATTACHMENTS**

	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (if Applicable) (Attachment)	5 of 16	✓
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	✓
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	✓
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	✓
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	✓
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	✓
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	✓
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	✓

* To be submitted with application or before date of final application approval by school board.



Schedule A (Rev. Jan. 2010): Investment

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: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or Permanent Nonremovable Component of Building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualify- ing time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete appli- cation with district (neither qualified property nor eligible to become qualified investment)						X		
	Investment made after filing complete ap- plication with district, but before final board approval of application (eligible to become qualified property)								
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)								
Complete tax years of qualifying time period		1					X		
		2							
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3							
		4							
		5							
		6							
		7							
		8							
		9							
		10							
Credit Settle-Up Period	Continue to Maintain Viable Presence	11							
		12							
		13							
Post- Settle-Up Period		14							
Post- Settle-up Period		15							

See Attachment 17

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment- as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.
[For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property].
Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).
For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value – for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc.
Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

DATE _____



Schedule B (Rev. Jan. 2010): Estimated Market and Taxable Value

Briscoe Wind Project, LLC

Silverton ISD

Applicant Name

ISD Name

						Qualified Property		Reductions From Market Value	Estimated Taxable Value	
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O - after all reductions
		pre- year 1								
	Complete tax years of qualifying time period	1								
		2								
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3								
		4								
		5								
		6								
		7								
		8								
		9								
		10								
Credit Settle-Up period	Continue to Maintain Viable Presence	11								
		12								
		13								
Post- Settle-Up Period		14								
Post- Settle-Up Period		15								

See Attachment 18

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

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE



Schedule C - Application: Employment Information

Briscoe Wind Project, LLC

Silverton ISD

Applicant Name

ISD Name

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
					Column A: Number of Construction FTE's or man- hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of quali- fying jobs appli- cant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
		pre- year 1								
	Complete tax years of qualify- ing time period	1								
		2								
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3								
		4								
		5								
		6								
		7								
		8								
		9								
		10								
Credit Settle-Up period	Continue to Maintain Viable Presence	11								
		12								
		13								
Post- Settle-Up Period		14								
Post- Settle-Up Period		15								

See Attachment 19

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE



Schedule D: (Rev. Jan. 2010): Other Tax Information

Briscoe Wind Project, LLC

Silverton ISD

Applicant Name

ISD Name

					Sales Tax Information		Franchise Tax	Other Property Tax Abatements Sought				
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other	
		Year	School Year (YYYY)	Tax/Calendar Year (YYYY)	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)					See Attachment 20							
Complete tax years of qualifying time period		1										
		2										
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3										
		4										
		5										
		6										
		7										
		8										
		9										
		10										
Credit Settle-Up period	Continue to Maintain Viable Presence	11										
		12										
		13										
Post- Settle-Up Period		14										
Post- Settle-Up Period		15										

*For planning, construction and operation of the facility.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE

ATTACHMENT 1

See executed application attached.

ATTACHMENT 2
Proof of Payment of Application Fee

Please find on the attached page, a copy of the check for the \$65,000 application fee to Silverton Independent School District.

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

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

ATTACHMENT 3

Not Applicable

ATTACHMENT 4
Detailed Description of the Project

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

Briscoe Wind Farm, LLC (Briscoe) is requesting an appraised value limitation from Silverton Independent School District (ISD) for the Briscoe Wind Farm (the “Project”), a proposed wind powered electric generating facility in Briscoe County. The proposed Project (this application) will be constructed within two reinvestment zones. Briscoe County Reinvestment Zone No. 1 established July 8, 2013 (zone 1 documentation is included as Attachment 22) and a reinvestment zone to be established (zone 2) by Briscoe County at a Commissioners Court meeting in the near future. A map showing the location of the Project, which delineates the two zones, is included as Attachment 7.

The proposed Project is anticipated to have a total capacity of 200 MW, all located within the boundaries of Silverton ISD. Turbine selection is ongoing at the time and has not been finalized. The exact number of wind turbines and size of each turbine will vary depending upon the wind turbines selected, manufacturer’s availability and prices, ongoing wind studies and the final megawatt generating capacity of the Project when completed. Current plans are to install 3.0 MW Acciona turbines with an estimated 67 turbines located in the Silverton ISD. The Applicant requests a value limitation for all materials and equipment installed for the Project, including but not limited to: wind turbines, pad transformer, towers, foundation, roadways, buildings and offices, anemometer towers, collection system, electrical substations, transmission line and associated towers, and interconnection facilities.

Construction of the Project is anticipated to begin in the fourth quarter of 2013 with completion by December 31, 2015.

ATTACHMENT 4A

Describe the ability of your company to locate or relocate in another state or another region of the state.

Founded in 1996 by two entrepreneurs in Wörrstadt, Germany, the privately held juwi Group (juwi) has more than 17 years of experience developing, financing, constructing, operating, and maintaining renewable energy projects. The juwi Group has developed over 2,000 MW of renewable energy—including wind, solar, and bio energy. The juwi Group employees more than 1,700 people globally and is currently active in renewable energy development on five continents. Since 1996, the juwi Group has overseen the installation of over 1,450 MW of wind energy, representing 150 individual projects and over 650 individual wind turbines. As such juwi has the ability to locate wind farms throughout the U.S. and in foreign countries.

Headquartered at 4845 Pearl East Circle, Suite 200 Boulder, Colorado 80301, juwi Wind, LLC (juwi Wind) is a wholly owned subsidiary of the juwi. juwi Wind's staff of 22 development professionals offers expertise in project development, financing, construction, and asset management in the North American market. In its four years of active market participation, juwi wind has installed 91 MWs of wind energy and has already contracted an additional 26 MWs for construction in 2014. juwi Wind is the 100% owner of the Briscoe Wind Farm and is looking forward to adding this 200 MW project to our construction plans.

ATTACHMENT 5

List of districts and percentages where the Project is located

The entire Project is located within Briscoe County (100%) and Silverton Independent School District (100%).

ATTACHMENT 6
Description of qualified investment

- 1) *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*
- 2) *a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and*
- 3) *a map of the qualified investment showing location of new buildings or new improvements with vicinity map (Please see Attachment 7)*

Briscoe Wind Farm, LLC plans to construct a 200 MW wind farm in Briscoe County. Approximately 67 wind turbines will be located in Briscoe County, all of which will be located in Silverton ISD. Turbine selection is ongoing at this time and has not been finalized. For purposes of this application, the project anticipates using 3.0 MW turbines manufactured by Acciona, although final turbine selection may change. Briscoe Wind Project is also constructing approximately 7 miles of generation transmission tie line that will connect to the Silverton Substation, a project substation, and an operations and maintenance building in Silverton ISD, all of which are specifically included as qualified property in this application.

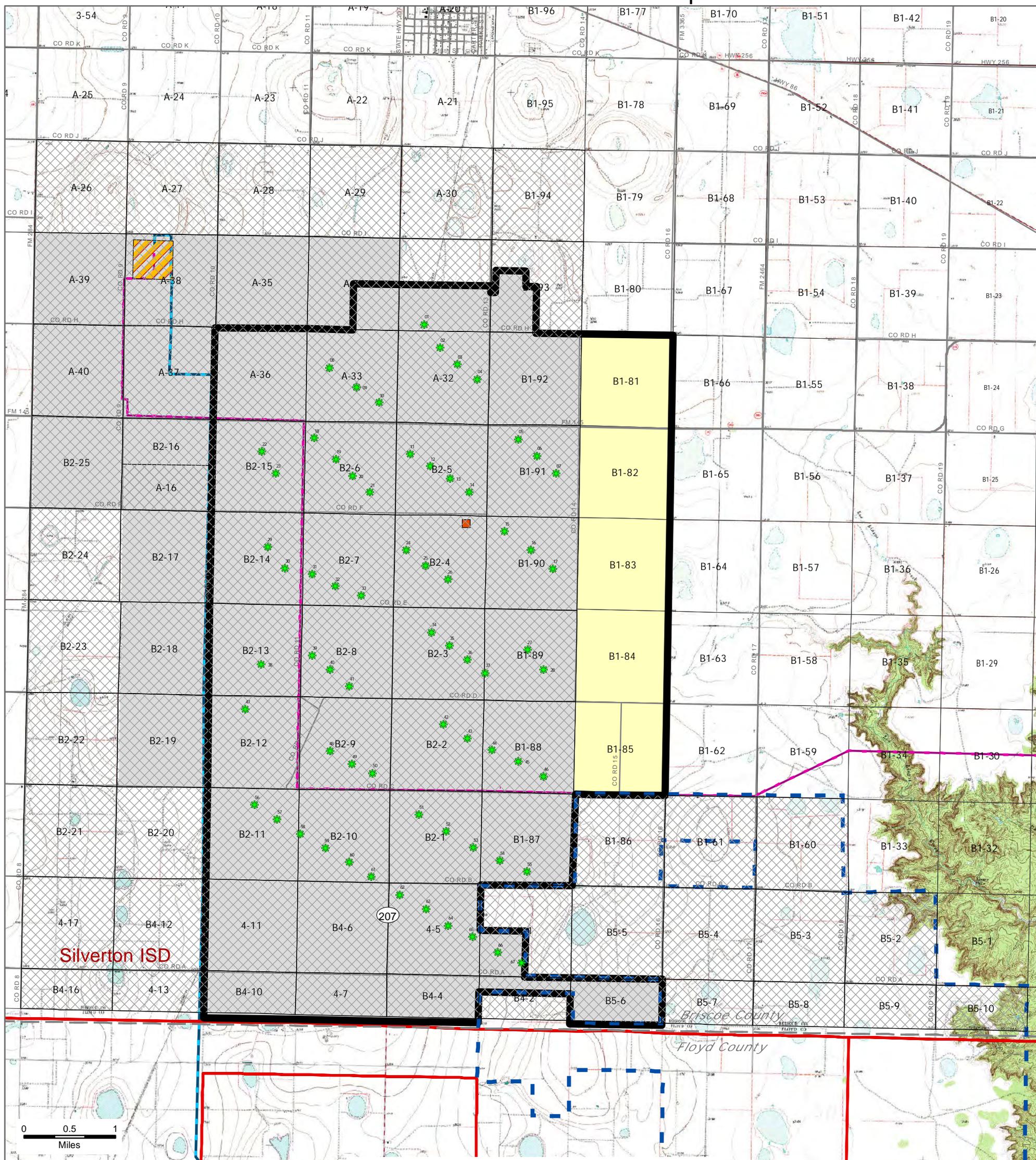
This application covers all qualified property within Silverton ISD necessary for the commercial operations of the wind farm. Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, pad mounted transformers, underground collections systems, electrical substations, generation transmission tie lines, electrical interconnections, met towers, roads, operations and maintenance buildings, spare parts, and control systems necessary for commercial generation of electricity.

The map in Attachment 7 shows the proposed project areas with the proposed improvement locations. The exact placement of turbines is subject to ongoing planning, wind studies, engineering, and discussions with landowners and turbine manufacturers. The final location of turbines, transmission lines, and supporting structures will be determined before construction begins.

ATTACHMENT 7

Map of qualified investment showing location of improvements with vicinity map

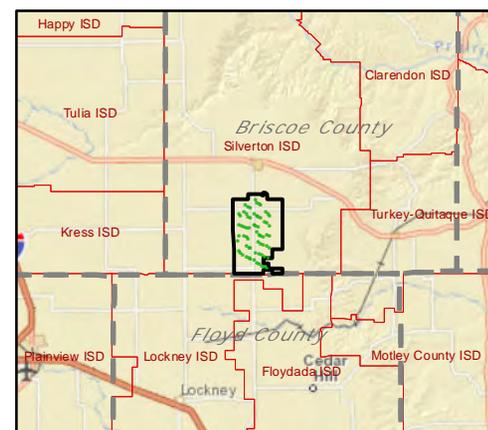
Briscoe Wind Farm - Silverton ISD Map



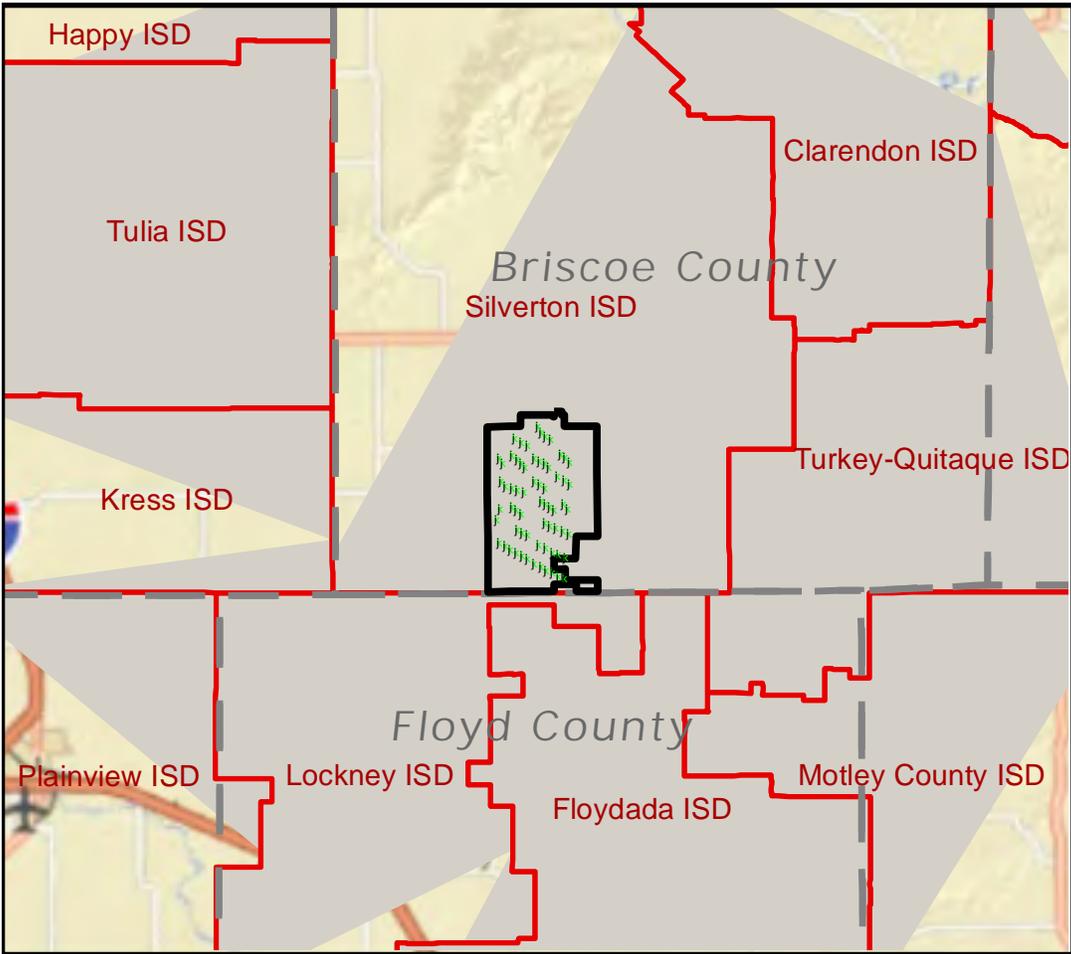
Legend

- Project Boundary
- CREZ Substation
- RES Tax Abatement Sections - Briscoe CO
- Briscoe Wind Project within RES Reinvestment Zone
- Briscoe Wind Project outside RES Reinvestment Zone
- Briscoe Wind 200MW Layout
- TX ISD Boundary
- Substation Proposed
- SharyLand Silverton
- Cross Texas 345kV
- RES Longhorn Project Boundary
- County Boundary

Briscoe Wind Farm			
Map: ISD Map w/ RES Tax Ab	Map-No.: 2	juwi Wind LLC 4845 Pearl East Circle Suite 200 Boulder, CO 80301 for: +1 (303) 953-5180 fax: +1 (303) 953-5185	
	10/22/2013	AT	
edited			
signed			
approved			
Scale (if printed undistorted at 11" x 14"): 1:68,921			
This map depicts a possible arrangement of turbines and/or meteorological towers. Nothing contained herein is meant to agree or otherwise contractually bind juwi Wind, LLC to this depiction or to proceeding with the proposed project.			



Juwi Wind LLC Briscoe Wind Project ISD Vicinity Map



ATTACHMENT 8
Description of Qualified Property

- 1) *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*
- 2) *a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and*
- 3) *a map of the qualified property showing location of new buildings or new improvements – with vicinity map (Please see Attachment 7).*

Briscoe Wind Farm, LLC plans to construct a 200 MW wind farm in Briscoe County. Approximately 67 wind turbines will be located in Briscoe County, all of which will be located in Silverton ISD. Turbine selection is ongoing at this time and has not been finalized. For purposes of this application, the project anticipates using 3.0 MW turbines manufactured by Acciona, although final turbine selection may change. Briscoe Wind Project is also constructing approximately 7 miles of generation transmission tie line that will connect to the Silverton Substation, a project substation, and an operations and maintenance building in Silverton ISD, all of which are specifically included as qualified property in this application.

This application covers all qualified property within Silverton ISD necessary for the commercial operations of the wind farm. Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, pad mounted transformers, underground collections systems, electrical substations, generation transmission tie lines, electrical interconnections, met towers, roads, operations and maintenance buildings, spare parts, and control systems necessary for commercial generation of electricity.

The map in Attachment 7 shows the proposed project areas with the proposed improvement locations. The exact placement of turbines is subject to ongoing planning, wind studies, engineering, and discussions with landowners and turbine manufacturers. The final location of turbines, transmission lines, and supporting structures will be determined before construction begins.

ATTACHMENT 9

Maps of qualified property, showing location of improvements

Please see Attachment 7. The maps of the qualified property, showing location of improvements, and a separate vicinity map are in Attachment 7.

ATTACHMENT 10

Reinvestment Zone #1

Legal Description	Acres	County	ISD	RZ 1	RZ 2
B1, No.77, 194.5 s&e 4.45 ac, SE/4 and W/2 of Sect 32--Block A, N/2 sect. 90--B-1	990.05	Briscoe	Silverton	√	
B1, No. 40 (W/2), SW/4 & E/2 of NW/4 s&e 102 ac; B1, No. 14, W/2; B1, No.91, N/160.4 ac	800.40	Briscoe	Silverton	√	
B1 No. 92 E/2 of SE/4 and NE/4	240.00	Briscoe	Silverton	√	
B1, No.93, SW/4 &W/40 of S/106.66 s&e 8 ac.	192.00	Briscoe	Silverton	√	
B1, No. 27, NW/4 & N/2 of SW/4; B1, No. 25, 200 of NW/corner, 40.12 ac of E/2 of N/400, 40.12 ac of E/2 of N/200; B1, No. 89, all	640.00	Briscoe	Silverton	√	
B1, No. 90, S/2; B2, No.4, S/2; B2, No.3, E/160 of N/2	800.00	Briscoe	Silverton	√	
B2, No. 2 all; B2, No. 3, S/2	960.00	Briscoe	Silverton	√	
B-2, No. 4, N/2	320.00	Briscoe	Silverton	√	
A, No. 32, NE/4; B1, No.92, NW/4; B2, No.15, NW/4; B2, No.6 s&e 100ft. Strip of 6.89 ac (railroad)	2,240.00	Briscoe	Silverton	√	
B2, No. 9, NE/4; B1, No. 88, NW/4	320.00	Briscoe	Silverton	√	
B-4,No.6, N/2; A, No. 37, NW/4; A, No. 38, S/2 of SW/4	320.00	Briscoe	Silverton	√	
B4, No. 6, N60 of N/2 of S/2; B2, No. 10, N/2	380.00	Briscoe	Silverton	√	
B4, No. 6, 100 acres out of N/2 of S/2	100.00	Briscoe	Silverton	√	
B4, No. 12, S/2 & NE/4; B4, No. 11, all; B1, No. 87, all; B1, No. 88, S/120 of SE/4 and SW/4; B2, No. 29, W/2	1,560.00	Briscoe	Silverton	√	
B2,No.1, N/2 s&e W/200; B2, No. 20, E/2; B4, No. 6, S/4	280.00	Briscoe	Silverton	√	
B2, No. 14, E/2; B2, No. 7, s&e 12.44 ac. B2	947.56	Briscoe	Silverton	√	
A, No. 35, all; B4, No. 17, E/200 of N/2 & N/45 of E/120 of SE/4; A, No.	200.00	Briscoe	Silverton		

34, S/2 of W/2; B4, No.5, W/5/8 of S/2				√	
B2, No. 1, W/200 of N/2	200.00	Briscoe	Silverton	√	
B1, No. 88, N/200 of E/2	200.00	Briscoe	Silverton	√	
B2, No. 3, all of the west side of the north half	153.00	Briscoe	Silverton	√	
B2, No. 16, N/2; B2, No. 14, 40 of SW/4; N/60 of SW/4; NW/4; B2, No. 13, N/120 of NW/4; B2, No. 12, tract out of W/part of SE/4	820.90	Briscoe	Silverton	√	
A, No. 33, SW/4	160.00	Briscoe	Silverton	√	
B4, No. 2, N/110 s&e 1 ac. NW/corner; B5, No.6, N/2	429.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of N/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of SW/4	20.00	Briscoe	Silverton	√	
20 ac, B2, No.14, N/20 of S/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 17, all; B2, No. 13, 311.2 out of section 13; B2, No. 18, 311.2 out of sec. 18	100.00	Briscoe	Silverton	√	
		Briscoe	Silverton	√	
BA, No. 33, E/2; A, No. 34, SE/4; A, No. 19, 311.28 ac., 2 tracts s&e 19.49 ac.	480.00	Briscoe	Silverton	√	
A, No. 33, N/2 of W/2; A, No. 38, S/2 of NE/4; B2, No. 24, N/2	160.00	Briscoe	Silverton	√	
482 acres of Section 91, Block B-1, Briscoe County, Texas, as described in Warranty Deed recorded in Volume 49, Page 310 .	482.00	Briscoe	Silverton	√	
B4, No. 10, N/2; B4, No. 7, N/2	640.00	Briscoe	Silverton	√	
B2, No. 9, 379 acres out of S/2 and S/2 of NW/4	379.10	Briscoe	Silverton	√	
B2, No. 8, W/2; S/180 of E/2	500.00	Briscoe	Silverton	√	
B4, No. 1, SW/4	160.00	Briscoe	Silverton	√	
B2, No. 8, N/140 of E/2, s&e 5.18 ac to BNSF	135.00	Briscoe	Silverton	√	
B2, No. 12, SW/4 and 16 ac of SW/part of NE/4	176.00	Briscoe	Silverton	√	
B2, No. 10, S/2	320.00	Briscoe	Silverton	√	
B2, No.1, S/2	320.00	Briscoe	Silverton	√	
A, No. 31, S/2	320.00	Briscoe	Silverton	√	
B4, No.4, N/2	320.00	Briscoe	Silverton	√	
B2, No. 12, NE/4 s&e 16 ac out of SW/corner; B2, No. 9, 24 ac out of N/2 of NW/4 and 6.67 ac out of W/part of S/2 of NW/4	174.67	Briscoe	Silverton	√	

B2, No.13, E/2; B2, No. 11, all	960.00	Briscoe	Silverton	√	
B2, No. 12, E/2 of NW/4	80.00	Briscoe	Silverton	√	
B2, No.12, W/2 of NW/4	80.00	Briscoe	Silverton	√	
B1, No.39; B4, No.5, N/2 & E/3/8 of S/2; G&M, No. 165, S/2, G&M, No.219, N/3/4; G&M, No 183, all; B2, No. 19, all	440.00	Briscoe	Silverton	√	
B2, No. 13, metes & bounds	116.90	Briscoe	Silverton	√	
1.93 ac B2, No. 12; 47 ac, B2, No. 9, N/2 of NW/4; 2.77 ac B2, No. 12, SE/4	51.70	Briscoe	Silverton	√	

REINVESTMENT ZONE #2

	640				√
B1, No. 81, all		Briscoe	Silverton		
B1, No. 82, E/220 of E/2 s&e 3 ac	217.00	Briscoe	Silverton		√ 14
	101.00				√
B1, No. 82, W/101 of E/2		Briscoe	Silverton		
B-1, No. 84, N/2	320.00	Briscoe	Silverton		√
B1, No. 83, N/2	320.00	Briscoe	Silverton		√
B1, No. 84, S/2	320.00	Briscoe	Silverton		√
B1, No. 82, W/2	320.00	Briscoe	Silverton		√
B1, No. 83, S/2	320.00	Briscoe	Silverton		√
	160				√
B1, No. 85, SE/4		Briscoe	Silverton	√	
B1, No. 85, W/2	320.00	Briscoe	Silverton	√	√

ATTACHMENT 11

Map of land and separate vicinity map

Please see Attachment 7. A detailed map showing location of the land, and a separate vicinity map are in Attachment 7.

ATTACHMENT 12
Description of all existing (if any) improvements

There are no existing wind farm related improvements at this site.

ATTACHMENT 13
Request for waiver of job creation requirement

Please see the attached letter.



November 19, 2013

Mr. Todd Southard, Superintendent
Silverton Independent School District
700 Loretta Street
Silverton, Texas 79257

Re: Chapter 313 Job Waiver Request

Dear Mr. Southard:

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

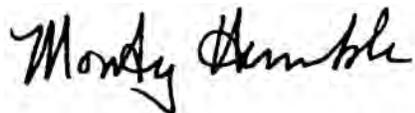
Briscoe Wind Project, LLC requests that the Silverton Independent School District make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Briscoe Wind Project, LLC has committed to create 7 total jobs for the project, of which 2 will be in Silverton ISD.

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

The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may vary depending on the operations and maintenance requirements of the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition to the onsite

employees, there may be managers or technicians who support the project from offsite locations.

Respectfully,

A handwritten signature in black ink that reads "Monty Humble". The signature is written in a cursive style with a large, prominent 'M' and 'H'.

Monty Humble
Managing Director

ATTACHMENT 14

Calculation of three possible wage requirements with TWC documentation

- Briscoe County average weekly wage for all jobs (all industries)
- Briscoe County average weekly wage of all jobs (manufacturing) data is not available
- See attached Council of Governments Regional Wage Calculation and Documentation

**BRISCOE WIND PROJECT, LLC
ATTACHMENT 14**

**SILVERTON ISD - BRISCOE COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
THIRD	2012	\$ 440	\$ 22,880
FOURTH	2012	\$ 662	\$ 34,424
FIRST	2013	\$ 503	\$ 26,156
SECOND	2013	\$ 535	\$ 27,820
AVERAGE		\$ 535	\$ 27,820
X		110%	110%
		\$ 589	\$ 30,602

**SILVERTON ISD - BRISCOE COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS**

NO MANUFACTURING WAGE DATA AVAILABLE

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

REGION	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
PANHANDLE	2012	\$ 804.80	\$ 41,850
X		110%	110%
		\$ 885.28	\$ 46,035

* SEE ATTACHED TWC DOCUMENTATION

Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	1st Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$448
2013	1st Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$503
2012	2nd Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$470
2013	2nd Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$535
2012	3rd Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$440
2012	4th Qtr	Briscoe County	Private	00	0	10	Total, All Industries	\$662

**2012 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

x 110% = \$46,035

COG	Wages	
	Hourly	Annual
Texas	\$23.56	\$48,996
1. Panhandle Regional Planning Commission	\$20.12	\$41,850
2. South Plains Association of Governments	\$16.18	\$33,662
3. NORTEX Regional Planning Commission	\$17.83	\$37,076
4. North Central Texas Council of Governments	\$24.68	\$51,333
5. Ark-Tex Council of Governments	\$16.84	\$35,032
6. East Texas Council of Governments	\$19.61	\$40,797
7. West Central Texas Council of Governments	\$18.24	\$37,941
8. Rio Grande Council of Governments	\$16.17	\$33,631
9. Permian Basin Regional Planning Commission	\$21.93	\$45,624
10. Concho Valley Council of Governments	\$16.33	\$33,956
11. Heart of Texas Council of Governments	\$19.07	\$39,670
12. Capital Area Council of Governments	\$26.03	\$54,146
13. Brazos Valley Council of Governments	\$16.55	\$34,424
14. Deep East Texas Council of Governments	\$16.20	\$33,698
15. South East Texas Regional Planning Commission	\$29.38	\$61,118
16. Houston-Galveston Area Council	\$26.59	\$55,317
17. Golden Crescent Regional Planning Commission	\$21.03	\$43,742
18. Alamo Area Council of Governments	\$18.40	\$38,280
19. South Texas Development Council	\$13.54	\$28,170
20. Coastal Bend Council of Governments	\$22.97	\$47,786
21. Lower Rio Grande Valley Development Council	\$16.33	\$33,961
22. Texoma Council of Governments	\$22.57	\$46,949
23. Central Texas Council of Governments	\$17.16	\$35,689
24. Middle Rio Grande Development Council	\$18.93	\$39,380

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

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.

ATTACHMENT 15
Description of Benefits

At least 80% of employees of the operator of the Briscoe Wind Farm will be employed in qualifying jobs pursuant to Texas Tax code 313.024(d). Qualifying jobs will meet the definition of Texas Tax Code Section 313.051(b). Employees will be offered a group health benefit plan for which the operator of the Briscoe Wind Farm will pay at least 80% of the premiums or other charges assessed for employee only coverage under the plan or as necessary to be in compliance with the Affordable Care Act. In addition, each qualifying employee will receive area wide competitive 401(k) Retirement Savings Plan, vacation time, sick leave and skills training.

ATTACHMENT 16

The Economic Impact Study will be performed by the Comptroller at a future date.

ATTACHMENT 17

See attached Schedule A

Schedule A (Rev. January 2013): Investment

Applicant Name BRISCOE WIND FARM, LLC
 ISD Name SILVERTON ISD

Form 50-296

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: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)				0	0		0	0
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)		2014-2015	2014	-	-		0	-
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)				15,075,000	-	15,075,000	0	15,075,000
Complete tax years of qualifying time period		1	2015-2016	2015	15,075,000		15,075,000	0	15,075,000
		2	2016-2017	2016	270,650,000	700,000	271,350,000	0	271,350,000
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2017-2018	2017	0	0		0	0
		4	2018-2019	2018	0	0		0	0
		5	2019-2020	2019	0	0		0	0
		6	2020-2021	2020	0	0		0	0
		7	2021-2022	2021	0	0		0	0
		8	2022-2023	2022	0	0		0	0
		9	2023-2024	2023	0	0		0	0
		10	2024-2025	2024	0	0		0	0
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025	0	0		0	0
		12	2026-2027	2026	0	0		0	0
		13	2027-2028	2027	0	0		0	0
	Post- Settle-Up Period	14	2028-2029	2028	0	0		0	0
	Post- Settle-Up Period	15	2029-2030	2029	0	0		0	0

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

[For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property].

Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period. The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).

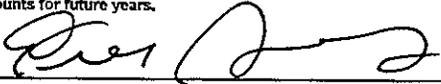
For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc.

Note: Land can be listed as part of investment during the "pro-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

ATTACHMENT 18

See attached Schedule B

Schedule B (Rev. January 2013): Estimated Market And Taxable Value
BRISCOE WIND FARM, LLC

Applicant Name
 ISD Name

SILVERTON ISD

Form 50-296

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	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 building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S after all reductions	Final taxable value for M&O—after all reductions
		pre- year 1	2014-2015	2014	\$ -	\$ -	\$ 7,537,500	\$ -	\$ -	\$ -
	Complete tax years of qualifying time period	1	2015-2016	2015	\$ -	\$ -	\$ 15,075,000	\$ -	\$ 15,075,000	\$ 15,075,000
		2	2016-2017	2016	\$ -	\$ -	\$ 292,455,000	\$ -	\$ 292,455,000	\$ 292,455,000
	Tax Credit Period (with 50% cap on credit)	3	2017-2018	2017	\$ -	\$ -	\$ 269,059,000	\$ -	\$ 269,059,000	\$ 10,000,000
		4	2018-2019	2018	\$ -	\$ -	\$ 247,534,000	\$ -	\$ 247,534,000	\$ 10,000,000
		5	2019-2020	2019	\$ -	\$ -	\$ 227,731,000	\$ -	\$ 227,731,000	\$ 10,000,000
		6	2020-2021	2020	\$ -	\$ -	\$ 209,513,000	\$ -	\$ 209,513,000	\$ 10,000,000
		7	2021-2022	2021	\$ -	\$ -	\$ 192,752,000	\$ -	\$ 192,752,000	\$ 10,000,000
		8	2022-2023	2022	\$ -	\$ -	\$ 177,332,000	\$ -	\$ 177,332,000	\$ 10,000,000
		9	2023-2004	2023	\$ -	\$ -	\$ 163,145,000	\$ -	\$ 163,145,000	\$ 10,000,000
		10	2024-2025	2024	\$ -	\$ -	\$ 150,093,000	\$ -	\$ 150,093,000	\$ 10,000,000
	Credit Settle-Up Period	11	2025-2026	2025	\$ -	\$ -	\$ 138,086,000	\$ -	\$ 138,086,000	\$ 138,086,000
		12	2026-2027	2026	\$ -	\$ -	\$ 127,039,000	\$ -	\$ 127,039,000	\$ 127,039,000
		13	2027-2028	2027	\$ -	\$ -	\$ 116,876,000	\$ -	\$ 116,876,000	\$ 116,876,000
	Post- Settle-Up Period	14	2028-2029	2028	\$ -	\$ -	\$ 107,526,000	\$ -	\$ 107,526,000	\$ 107,526,000
	Post- Settle-Up Period	15	2029-2030	2028	\$ -	\$ -	\$ 98,924,000	\$ -	\$ 98,924,000	\$ 98,924,000

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.
 This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.



 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

ATTACHEMENT 19

See attached Schedule C

Schedule C- Application: Employment Information

Applicant Name
ISD Name

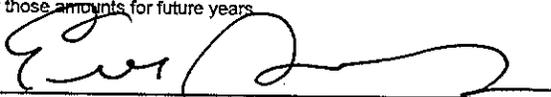
BRISCOE WIND FARM, LLC
SILVERTON ISD

Form 50-296

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
					Column A: Number of Construction FTE's or man- hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
		pre- year 1	2014-2015	2014	5 FTEs	\$42,000.00	0	\$0.00	0	\$0.00
	Complete tax years of qualifying time period	1	2015-2016	2015	5 FTEs	\$42,000.00	1	\$46,500.00	1	\$46,500.00
		2	2016-2017	2016	200 FTEs	\$42,000.00	7	\$42,000.00	6	\$46,500.00
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2017-2018	2017			7	\$42,000.00	6	\$46,500.00
		4	2018-2019	2018			7	\$42,000.00	6	\$46,500.00
		5	2019-2020	2019			7	\$42,000.00	6	\$46,500.00
		6	2020-2021	2020			7	\$42,000.00	6	\$46,500.00
		7	2021-2022	2021			7	\$42,000.00	6	\$46,500.00
		8	2022-2023	2022			7	\$42,000.00	6	\$46,500.00
		9	2023-2004	2023			7	\$42,000.00	6	\$46,500.00
		10	2024-2025	2024			7	\$42,000.00	6	\$46,500.00
		Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025			7	\$42,000.00
12	2026-2027			2026			7	\$42,000.00	6	\$46,500.00
13	2027-2028			2027			7	\$42,000.00	6	\$46,500.00
Post- Settle-Up Period		14	2028-2029	2028			7	\$42,000.00	6	\$46,500.00
Post- Settle-Up Period		15	2029-2030	2028			7	\$42,000.00	6	\$46,500.00
							7	\$42,000.00	6	\$46,500.00

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

ATTACHEMENT 20

See attached Schedule D

Schedule D: (Rev. January 2013): Other Tax Information

Applicant Name

BRISCOE WIND FARM, LLC

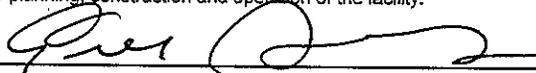
ISD Name

SILVERTON ISD

Form 50-296

					Sales Tax Information		Franchise Tax	Other Property Tax Abatements Sought			
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other
		Year	School Year (YYYY-YYYY)	Tax/ Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)			2014-2015	2014	2,336,625	12,738,375		-	-	-	-
Complete tax years of qualifying time period	1	2015-2016	2015	2,336,625	12,738,375	0	0%	n/a	n/a	n/a	
	2	2016-2017	2016	42,059,250	229,290,750	0	100%	n/a	n/a	n/a	
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2017-2018	2017	75,000	100,000	0	100%	n/a	n/a	n/a
		4	2018-2019	2018	82,500	110,000	0	100%	n/a	n/a	n/a
		5	2019-2020	2019	90,800	121,000	0	100%	n/a	n/a	n/a
		6	2020-2021	2020	99,900	133,100	80,000	100%	n/a	n/a	n/a
		7	2021-2022	2021	109,900	146,400	80,000	100%	n/a	n/a	n/a
		8	2022-2023	2022	120,900	161,000	80,000	100%	n/a	n/a	n/a
		9	2023-2024	2023	133,000	177,100	80,000	100%	n/a	n/a	n/a
		10	2024-2025	2024	146,300	194,800	80,000	100%	n/a	n/a	n/a
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025	160,900	214,300	80,000	100%	n/a	n/a	n/a
		12	2026-2027	2026	177,000	235,700	80,000	0%	0%	0%	0%
		13	2027-2028	2027	194,700	259,300	80,000	0%	0%	0%	0%
Post- Settle-Up Period		14	2028-2029	2028	214,200	285,200	80,000	0%	0%	0%	0%
Post- Settle-Up Period		15	2029-2030	2028	235,600	313,700	80,000	0%	0%	0%	0%

*For planning, construction and operation of the facility.



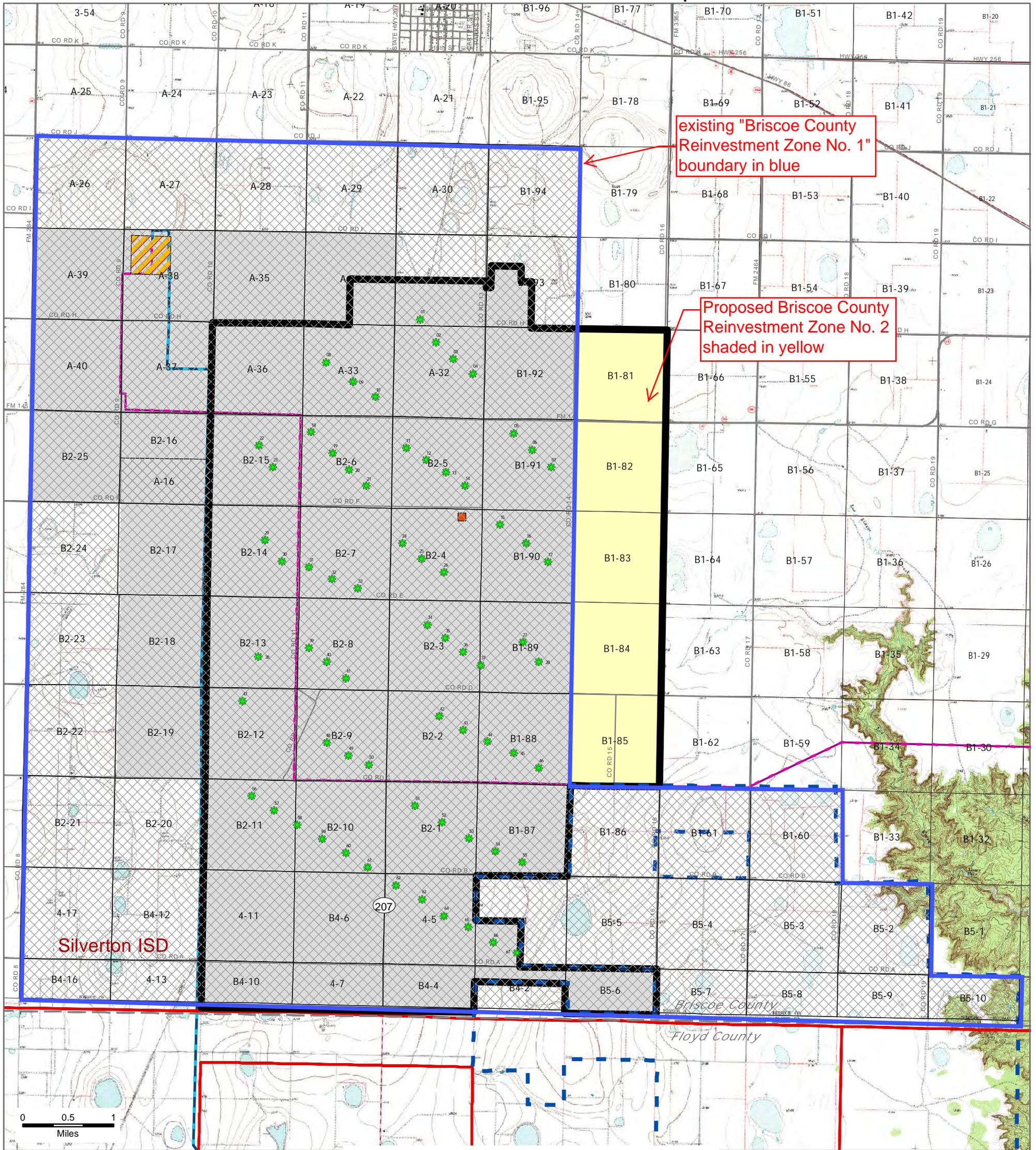
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

ATTACHMENT 21

Please see attached maps of Briscoe County Reinvestment Zone No. 1 and the proposed Briscoe County Reinvestment Zone No. 2 which will be created by Briscoe County Commissioner Court

Briscoe Wind Farm - Silverton ISD Map



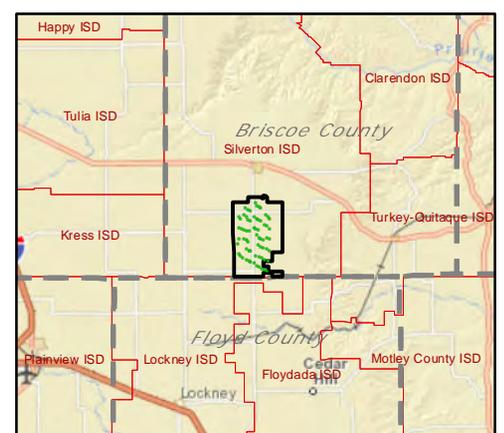
existing "Briscoe County Reinvestment Zone No. 1" boundary in blue

Proposed Briscoe County Reinvestment Zone No. 2 shaded in yellow

Legend

- Project Boundary
- CREZ Substation
- RES Tax Abatement Sections - Briscoe CO
- Briscoe Wind Project within RES Reinvestment Zone
- Briscoe Wind Project outside RES Reinvestment Zone
- Briscoe Wind 200MW Layout
- TX ISD Boundary
- Substation Proposed
- SharyLand Silverton
- Cross Texas 345kV
- RES Longhorn Project Boundary
- County Boundary

Briscoe Wind Farm		
Map: ISD Map w/ RES Tax Ab	Map-No.: 2	
juwi Wind LLC 4845 Pearl East Circle Suite 200 Boulder, CO 80301 fon: +1 (303) 953-5180 fax: +1 (303) 953-5185		
10/22/2013	AT	
edited		
signed		
approved		
Scale (if printed undistorted at 11" x 14"): 1:68,921		
This map depicts a possible arrangement of turbines and/or meteorological towers. Nothing contained herein is meant to agree or otherwise contractually bind juwi Wind, LLC to this depiction or to proceeding with the proposed project.		



ATTACHMENT 22

Briscoe County Commissions Court created Briscoe County Reinvestment Zone No. 1 on July 8, 2013. The order establishing the zone is attached hereto. The Briscoe County Commissioners Court is expected to create the proposed reinvestment Briscoe County Reinvestment Zone No. 2 on November 11, 2013. The order establishing the new second zone will be furnished at a later date.

#13-004

FILED
Time 3:00 PM

IN THE COMMISSIONERS COURT
OF
BRISCOE COUNTY, TEXAS

JUL 08 2013

Dana Hester
County Clerk, Briscoe County, Texas

ORDER DESIGNATING CERTAIN PROPERTY IN
BRISCOE COUNTY, TEXAS, AS
THE "BRISCOE COUNTY REINVESTMENT ZONE NO. 1"

On July 8, 2013, the Commissioners Court of Briscoe County, Texas, met in regular session, having provided notice of said hearing in compliance with Chapter 551 of the Texas Government Code and Chapter 312, Texas Tax Code.

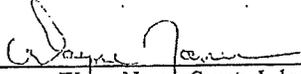
During this session, the Commissioners Court of Briscoe County, Texas, considered the designation of certain property located in Briscoe County, Texas, as a reinvestment zone.

The Commissioners Court of Briscoe County, Texas, finds that the Proposed Reinvestment Zone meets the criteria for reinvestment zones, in that the Proposed Reinvestment Zone is likely to contribute to the retention or expansion of primary employment or attract major investment to the Proposed Reinvestment Zone.

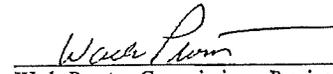
Accordingly, the Commissioners Court of Briscoe County, Texas, hereby designates the property described in Exhibit A & B, which is located in Briscoe County, Texas, as Reinvestment Zone No. 1.

PASSED AND APPROVED on the 8th day of July, 2013.

BRISCOE COUNTY, TEXAS


Wayne Nance, County Judge

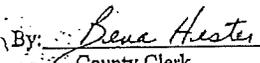

Jimmy Burson, Commissioner Precinct #1


Wade Procter, Commissioner Precinct #2

Dewey Estes, Commissioner Precinct #3

John T. Burson, Commissioner Precinct #4

ATTEST:

By: 
Rena Hester
County Clerk

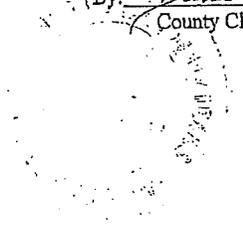


EXHIBIT A

EXHIBIT B

LONGHORN WIND PROJECT, LLC

Exhibit -B- to Briscoe County Abatement Application

Legal Description	Acreage	County	ISD
Section 13, Block B-2	117	Briscoe	Silverton
E 120 acres of N/2 of Section 1, Block B-2	120	Briscoe	Silverton
Section 30, Block A	160	Briscoe	Silverton
E/2 SW/4 of Section 28, Block A	80	Briscoe	Silverton
Section 29, Block A	640	Briscoe	Silverton
SW/4 of Section 30, Block A	157	Briscoe	Silverton
SE/4 of Section 30, Block A	160	Briscoe	Silverton
SW/4 and the E/2 of Section 94, Block B-1	238	Briscoe	Silverton
N/2 of Section 34, Block A	316	Briscoe	Silverton
Section 35, Block A	640	Briscoe	Silverton
NE/4 of Section 31, Block A	160	Briscoe	Silverton
S/3 of the N/2 of Section 93, Block B-1	67	Briscoe	Silverton
NE/4 of Section 32, Block A	160	Briscoe	Silverton
NE/4 of Section 92, Block B-1	160	Briscoe	Silverton
Section 92, Block B-1	160	Briscoe	Silverton
Section 36, Block B-1	320	Briscoe	Silverton
Section 33, Block A	160	Briscoe	Silverton
SE/4 of Section 32, Block A	159	Briscoe	Silverton
W/2 of Section 32, Block A	302	Briscoe	Silverton
E/2 of the SE/4 of Section 92, Block B-1	80	Briscoe	Silverton
Section 15, Block B-2	640	Briscoe	Silverton
Section 6, Block B-4	631	Briscoe	Silverton
Section 5, Block B-2	628	Briscoe	Silverton
Section 91, Block B-1	160	Briscoe	Silverton
Section 14, Block B-2	159	Briscoe	Silverton
Section 4, Block B-2	128	Briscoe	Silverton
Section 4, Block B-2	160	Briscoe	Silverton
Section 90, Block B-1	160	Briscoe	Silverton
Section 14, Block B-2	80	Briscoe	Silverton
Section 14, Block B-2	319	Briscoe	Silverton
Section 7, Block B-2	628	Briscoe	Silverton
S/2 of Section 90, Block B-1	320	Briscoe	Silverton
W/2 of Section 8, Block B-2	320	Briscoe	Silverton
Section 3, Block B-2	320	Briscoe	Silverton
Section 89, Block B-1	636	Briscoe	Silverton
SE/4 Section 8, Block B2	134	Briscoe	Silverton
NW/4 of Section 88, Block B-1	160	Briscoe	Silverton
NE/4 of Section 88, Block B1	200	Briscoe	Silverton
Section 9, Block B2	380	Briscoe	Silverton

LONGHORN WIND PROJECT, LLC

Exhibit -B- to Briscoe County Abatement Application

Legal Description	Acreage	County	ISD
W/2 of NW/4 of Section 12, Block B-2	40	Briscoe	Silverton
S 120 acres of the SE/4 of Section 88, Block B-1	120	Briscoe	Silverton
Section 2, Block B-2	640	Briscoe	Silverton
Section 10, Block B-2	320	Briscoe	Silverton
S/2 of Section 10, Block B-2	320	Briscoe	Silverton
Section 11, Block B-2	640	Briscoe	Silverton
Section 87, Block B-1	640	Briscoe	Silverton
S/2 of Section 10, Block B-2	639	Briscoe	Silverton
Section 11, Block B-4	320	Briscoe	Silverton
Section 5, Block B-4	640	Briscoe	Silverton
Section 6, Block B-4	441	Briscoe	Silverton
Section 6, Block B-4	160	Briscoe	Silverton
W/2 and SE/4 of Section 8, Block B2	0	Briscoe	Silverton
Section 12, Block B4	320	Briscoe	Silverton
Section 26, Block A	640	Briscoe	Silverton
Section 27, Block A	640	Briscoe	Silverton
Section 38, Block A	640	Briscoe	Silverton
N/2 OF NE/4 of Section 38, Block A	160	Briscoe	Silverton
N/2 of SW/4 of Section 38, Block A	80	Briscoe	Silverton
Section 39, Block A	80	Briscoe	Silverton
S/2 of SW/4 of Section 38, Block A	640	Briscoe	Silverton
SE/4 of Section 38, Block A	80	Briscoe	Silverton
E/2 of Section 40, Block A	160	Briscoe	Silverton
S/2 of Section 37, Block A	320	Briscoe	Silverton
SW/4 and W/2 of SE/4 of Section 92, Block B1	320	Briscoe	Silverton
N/2 of Section 16, Block B2	240	Briscoe	Silverton
W/2 of SE/4 of Section 16, Block B2	320	Briscoe	Silverton
SW/4 of Section 16, Block B2 (50% interest)	80	Briscoe	Silverton
Section 17, Block B2	160	Briscoe	Silverton
S/2 of Section 4, Block B2	640	Briscoe	Silverton
W/2 and SE/4 of Section 8, Block B2	160	Briscoe	Silverton
N/2 and SW/4 of Section 18, Block B2	480	Briscoe	Silverton
Survey 19, Block B2	80	Briscoe	Silverton
E/2 of Section 20, Block B2	640	Briscoe	Silverton
NE/4 of Section 12, Block B4	320	Briscoe	Silverton
NW/4 of Survey 12, Block B4	160	Briscoe	Silverton
Section 1, Block B4	160	Briscoe	Silverton
N/2 of Section 13, Block B4	640	Briscoe	Silverton
N/2 of Section 10, Block B4	270	Briscoe	Silverton
N/2 of Section 7, Block B4	276	Briscoe	Silverton
N/2 of Section 2, Block B4	270	Briscoe	Silverton
All of Survey 4, Block B4	68	Briscoe	Silverton
NE/4 Section 37, Block A	270	Briscoe	Silverton
NW/4 Section 37, Block A	160	Briscoe	Silverton
S/2 OF NE/4 of Section 38, Block A	160	Briscoe	Silverton
	80	Briscoe	Silverton

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LONGHORN WIND PROJECT, LLC

Exhibit -B- to Briscoe County Abatement Application

Legal Description	Acreage	County	ISD
NE/4 of Section 8, Block B2	160	Briscoe	Silverton
W/2 of Section 20, Block B3	320	Briscoe	Silverton
E/2 of SE/4 of Section 16, Block B2	80	Briscoe	Silverton
E/2 of SE/4 of Section 16, Block B2	80	Briscoe	Silverton
E/2 Section 40, Block A	320	Briscoe	Silverton
N2/ of N/2 of Section 25, Block B2	160	Briscoe	Silverton
S/2 of N/2 of Section 25, Block B2	160	Briscoe	Silverton
S/2 of Section 25, Block B2	320	Briscoe	Silverton
N/2 of Section 24, Block B2	320	Briscoe	Silverton
S/2 of Section 24, Block B2	320	Briscoe	Silverton
Section 23, Block B2	640	Briscoe	Silverton
Section 22, Block B2	640	Briscoe	Silverton
Section 21, Block B2	640	Briscoe	Silverton
Section 17, Block B4	640	Briscoe	Silverton
Section 16, Block B4	320	Briscoe	Silverton
Block B4 Section 6	270	Briscoe	Silverton
E/PT of Section 2, Block B4	90	Briscoe	Silverton
AB 1771, SEC 60, BLK B1 N/2, W N EDWARDS	320	Briscoe	Silverton
AB 1773, SEC 60, BLK B1 S/2, W N EDWARDS	320	Briscoe	Silverton
AB 1853 SEC 4; BLK B-3 SB Davis	160	Briscoe	Silverton
AB 1087 SEC 4; BLK B-5 E L Ayers	160	Briscoe	Silverton
AB 51 SEC 9, BLK B-5, BS&F	293	Briscoe	Silverton
AB 1938 OUT OF NW PT, SEC 10, BLK B3, A J ASKEY	161	Briscoe	Silverton
AB 989, SEC 10, BLK B5 OUT OF NE 3/4, J W COWART	154	Briscoe	Silverton
AB 1789, SEC 4, BLK B-5, MRS L A MONTAGUE	80	Briscoe	Silverton
AB 1788, SEC 4, BLK B-5, VERNA MONTAGUE	80	Briscoe	Silverton
AB 49, SEC 5, BLK B-5 BS&F	160	Briscoe	Silverton
AB 85, SEC 61, BLK B-1, BS&F	319	Briscoe	Silverton
AB 1282 SEC 2, BLK B-4, I P VERNON	110	Briscoe	Silverton
AB 1791 SEC 2, BLK B-4, A L DEAVENPORT	65	Briscoe	Silverton
AB 49, SEC 5, BLK B-5, BS&F	481	Briscoe	Silverton
AB 1, SEC 1, BLK B-4, AB&M	481	Briscoe	Silverton
AB 1458, SEC 86, BLK B-1, W D MILLER NE/4	160	Briscoe	Silverton
AB 50, SEC 7, BLK B-5 BW&F	288	Briscoe	Silverton
AB 1458, SEC 86, BLK B-1, W D MILLER NW/4	160	Briscoe	Silverton
AB 1861, SEC 86, BLK B-1, R H FLEMING	160	Briscoe	Silverton
AB 1861, SEC 86, BLK B-1, R H FLEMING	80	Briscoe	Silverton
AB 1861, SEC 86, BLK B-1, R H FLEMING	80	Briscoe	Silverton
AB 48, SEC 3, BLK B-5, BS&F	640	Briscoe	Silverton
AB 1383 SEC 8, BLK B-5, SAM WHITELY	290	Briscoe	Silverton
AB 1088, SEC 2, BLK B-5, E L AYERS	260	Briscoe	Silverton

**IN THE COMMISSIONERS COURT
OF
BRISCOE COUNTY, TEXAS**

**ORDER DESIGNATING CERTAIN PROPERTY IN
BRISCOE COUNTY, TEXAS, AS
THE "BRISCOE COUNTY REINVESTMENT ZONE NO. 2"**

On November 8, 2013, the Commissioners Court of Briscoe County, Texas, met in regular session, having provided notice of said hearing in compliance with Chapter 551 of the Texas Government Code and Chapter 312, Texas Tax Code.

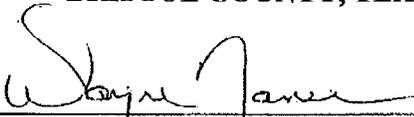
During this session, the Commissioners Court of Briscoe County, Texas, considered the designation of certain property located in Briscoe County, Texas, as a reinvestment zone.

The Commissioners Court of Briscoe County, Texas, finds that the Proposed Reinvestment Zone meets the criteria for reinvestment zones, in that the Proposed Reinvestment Zone is likely to contribute to the retention or expansion of primary employment or attract major investment to the Proposed Reinvestment Zone.

Accordingly, the Commissioners Court of Briscoe County, Texas, hereby designates the property described in Exhibit A & B, which is located in Briscoe County, Texas, as Reinvestment Zone No. 2.

PASSED AND APPROVED on the 8th day of November, 2013.

BRISCOE COUNTY, TEXAS



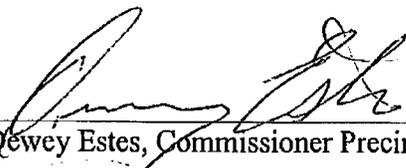
Wayne Nance, County Judge



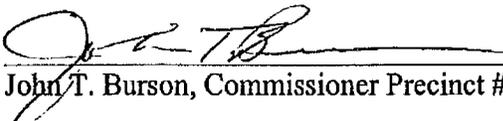
Jimmy Burson, Commissioner Precinct #1



Wade Procter, Commissioner Precinct #2

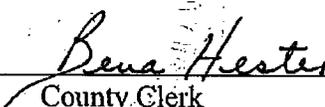


Dewey Estes, Commissioner Precinct #3



John T. Burson, Commissioner Precinct #4

ATTEST:

By: 

County Clerk

EXHIBIT A

Exhibit A

Briscoe County Reinvestment Zone No. 2 shall be comprised of property within the following boundaries:

Point of Beginning at the Northeast corner of Block B1-81,
THENCE south along the eastern boundary of Blocks B1-82, B1-83, B1-84 and B1-85
to at point at the southeast corner of Block B1-85,
THENCE westerly along the southern boundary of Block B1-85 to a point at the
southwest corner of Block B1-85,
THENCE north along the western boundary of Blocks B1-85, B1-84, B1-83, B1-82 and
B1-81 to a point at the northwest corner of Block B1-81,
THENCE east along the northern boundary of Block B1-81 to the **Point of Beginning**

ATTACHMENT 10

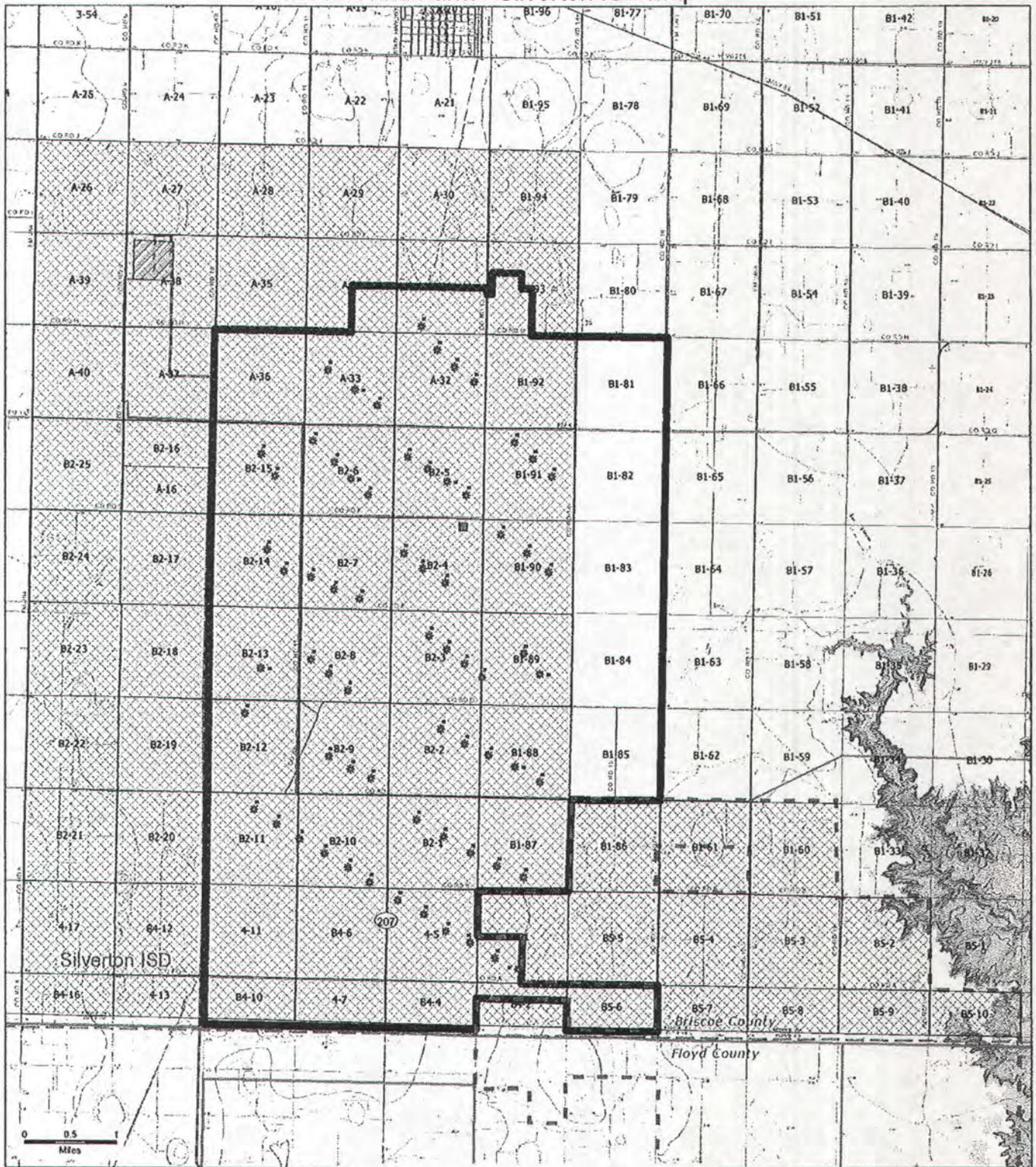
Legal Description	Acres	County	ISD	RZ 1	RZ 2
B1, No.77, 194.5 s&e 4.45 ac, SE/4 and W/2 of Sect 32--Block A, N/2 sect. 90--B-1	990.05	Briscoe	Silverton	√	
B1, No. 40 (W/2), SW/4 & E/2 of NW/4 s&e 102 ac; B1, No. 81, all; B1, No. 14, W/2; B1, No.91, N/160.4 ac	800.40	Briscoe	Silverton	√	√ (only B1, No. 81, all)
B1 No. 92 E/2 of SE/4 and NE/4	240.00	Briscoe	Silverton	√	
B1, No. 82, E/220 of E/2 s&e 3 ac	217.00	Briscoe	Silverton		√ 14
B1, No.93, SW/4 &W/40 of S/106.66 s&e 8 ac.	192.00	Briscoe	Silverton	√	
B1, No. 27, NW/4 & N/2 of SW/4; B1, No. 82, W/101 of E/2; B1, No. 25, 200 of NW/corner, 40.12 ac of E/2 of N/400, 40.12 ac of E/2 of N/200; B1, No. 89, all	741.00	Briscoe	Silverton	√	√ (only B1, No. 82, W/101 of E/2)
B1, No. 90, S/2; B2, No.4, S/2; B2, No.3, E/160 of N/2	800.00	Briscoe	Silverton	√	
B2, No. 2 all; B2, No. 3, S/2	960.00	Briscoe	Silverton	√	
B-1, No. 84, N/2	320.00	Briscoe	Silverton		√
B-2, No. 4, N/2	320.00	Briscoe	Silverton	√	
A, No. 32, NE/4; B1, No.92, NW/4; B2, No.15, NW/4; B2, No.6 s&e 100ft. Strip of 6.89 ac (railroad)	2,240.00	Briscoe	Silverton	√	
B2, No. 9, NE/4; B1, No. 88, NW/4	320.00	Briscoe	Silverton	√	
B1, No. 83, N/2	320.00	Briscoe	Silverton		√
B1, No. 84, S/2	320.00	Briscoe	Silverton		√
B1, No. 82, W/2	320.00	Briscoe	Silverton		√
B-4, No.6, N/2; A, No. 37, NW/4; A, No. 38, S/2 of SW/4	320.00	Briscoe	Silverton	√	
B4, No. 6, N60 of N/2 of S/2; B2, No. 10, N/2	380.00	Briscoe	Silverton	√	
B4, No. 6, 100 acres out of N/2 of S/2	100.00	Briscoe	Silverton	√	
B1, No. 83, S/2	320.00	Briscoe	Silverton		√
B4, No. 12, S/2 & NE/4; B4, No. 11, all; B1, No. 87, all; B1, No. 88, S/120 of SE/4 and SW/4; B1, No. 85, SE/4; B2, No. 29, W/2	1,720.00	Briscoe	Silverton	√	√ (only B1, No. 85, SE/4)
B2, No.1, N/2 s&e W/200; B2, No. 20,	280.00	Briscoe	Silverton		

E/2; B4, No. 6, S/4				√	
B2, No. 14, E/2; B2, No. 7, s&e 12.44 ac. B2	947.56	Briscoe	Silverton	√	
A, No. 35, all; B4, No. 17, E/200 of N/2 & N/45 of E/120 of SE/4; A, No. 34, S/2 of W/2; B4, No.5, W/5/8 of S/2	200.00	Briscoe	Silverton	√	
B2, No. 1, W/200 of N/2	200.00	Briscoe	Silverton	√	
B1, No. 85, W/2; B1, No. 88, N/200 of E/2	520.00	Briscoe	Silverton	√	√ (only B1, No. 85, W/2)
B2, No. 3, all of the west side of the north half	153.00	Briscoe	Silverton	√	
B2, No. 16, N/2; B2, No. 14, 40 of SW/4; N/60 of SW/4; NW/4; B2, No. 13, N/120 of NW/4; B2, No. 12, tract out of W/part of SE/4	820.90	Briscoe	Silverton	√	
A, No. 33, SW/4	160.00	Briscoe	Silverton	√	
B4, No. 2, N/110 s&e 1 ac. NW/corner; B5, No.6, N/2	429.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of N/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of SW/4	20.00	Briscoe	Silverton	√	
20 ac, B2, No.14, N/20 of S/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 17, all; B2, No. 13, 311.2 out of section 13; B2, No. 18, 311.2 out of sec. 18	100.00	Briscoe	Silverton	√	
		Briscoe	Silverton	√	
BA, No. 33, E/2; A, No. 34, SE/4; A, No. 19, 311.28 ac., 2 tracts s&e 19.49 ac.	480.00	Briscoe	Silverton	√	
A, No. 33, N/2 of W/2; A, No. 38, S/2 of NE/4; B2, No. 24, N/2	160.00	Briscoe	Silverton	√	
482 acres of Section 91, Block B-1, Briscoe County, Texas, as described in Warranty Deed recorded in Volume 49, Page 310 .	482.00	Briscoe	Silverton	√	
B4, No. 10, N/2; B4, No. 7, N/2	640.00	Briscoe	Silverton	√	
B2, No. 9, 379 acres out of S/2 and S/2 of NW/4	379.10	Briscoe	Silverton	√	
B2, No. 8, W/2; S/180 of E/2	500.00	Briscoe	Silverton	√	
B4, No. 1, SW/4	160.00	Briscoe	Silverton	√	
B2, No. 8, N/140 of E/2, s&e 5.18 ac to BNSF	135.00	Briscoe	Silverton	√	
B2, No. 12, SW/4 and 16 ac of SW/part of NE/4	176.00	Briscoe	Silverton	√	
B2, No. 10, S/2	320.00	Briscoe	Silverton	√	

B2, No.1, S/2	320.00	Briscoe	Silverton	√	
A, No. 31, S/2	320.00	Briscoe	Silverton	√	
B4, No.4, N/2	320.00	Briscoe	Silverton	√	
B2, No. 12, NE/4 s&e 16 ac out of SW/corner; B2, No. 9, 24 ac out of N/2 of NW/4 and 6.67 ac out of W/part of S/2 of NW/4	174.67	Briscoe	Silverton	√	
B2, No.13, E/2; B2, No. 11, all	960.00	Briscoe	Silverton	√	
B2, No. 12, E/2 of NW/4	80.00	Briscoe	Silverton	√	
B2, No.12, W/2 of NW/4	80.00	Briscoe	Silverton	√	
B1, No.39; B4, No.5, N/2 & E/3/8 of S/2; G&M, No. 165, S/2, G&M, No.219, N/3/4; G&M, No 183, all; B2, No. 19, all	440.00	Briscoe	Silverton	√	
B2, No. 13, metes & bounds	116.90	Briscoe	Silverton	√	
1.93 ac B2, No. 12; 47 ac, B2, No. 9, N/2 of NW/4; 2.77 ac B2, No. 12, SE/4	51.70	Briscoe	Silverton	√	
Total Acres	22,106.28				

EXHIBIT B

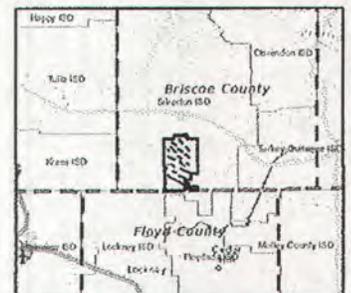
Briscoe Wind Farm - Silverton ISD Map



Legend

- Project Boundary
- CREZ Substation
- RES Tax Abatement Sections - Briscoe CO
 - Briscoe Wind Project within RES Reinvestment Zone
 - Briscoe Wind Project outside RES Reinvestment Zone
- Briscoe Wind 200MW Layout
- TX ISD Boundary
- Substation Proposed
- Sharyland Silverton
- Cross Texas 345KV
- RES Longhorn Project Boundary
- County Boundary

Briscoe Wind Farm		
Map No. 2	Map No. 2	Juv Wind LLC 4343 Paul East Circle Suite 200 Ennis, CO 80120 Tel: +1 (303) 653-1132 Fax: +1 (303) 653-1135
10/22/2013	AT	
edited		
signed		
approved		
Scale of printed document is 1" = 1/2 1:68,921		
This map depicts a possible arrangement of turbines and/or meteorological towers. Nothing contained herein is meant to agree or otherwise contractually bind Juv Wind, LLC to this depiction or to proceeding with the proposed project.		



ATTACHMENT 10

Legal Description	Acres	County	ISD	RZ 1	RZ 2
B1, No.77, 194.5 s&e 4.45 ac, SE/4 and W/2 of Sect 32--Block A, N/2 sect. 90--B-1	990.05	Briscoe	Silverton	√	
B1, No. 40 (W/2), SW/4 & E/2 of NW/4 s&e 102 ac; B1, No. 81, all; B1, No. 14, W/2; B1, No.91, N/160.4 ac	800.40	Briscoe	Silverton	√	√ (only B1, No. 81, all)
B1 No. 92 E/2 of SE/4 and NE/4	240.00	Briscoe	Silverton	√	
B1, No. 82, E/220 of E/2 s&e 3 ac	217.00	Briscoe	Silverton		√ 14
B1, No.93, SW/4 &W/40 of S/106.66 s&e 8 ac.	192.00	Briscoe	Silverton	√	
B1, No. 27, NW/4 & N/2 of SW/4; B1, No. 82, W/101 of E/2; B1, No. 25, 200 of NW/corner, 40.12 ac of E/2 of N/400, 40.12 ac of E/2 of N/200; B1, No. 89, all	741.00	Briscoe	Silverton	√	√ (only B1, No. 82, W/101 of E/2)
B1, No. 90, S/2; B2, No.4, S/2; B2, No.3, E/160 of N/2	800.00	Briscoe	Silverton	√	
B2, No. 2 all; B2, No. 3, S/2	960.00	Briscoe	Silverton	√	
B-1, No. 84, N/2	320.00	Briscoe	Silverton		√
B-2, No. 4, N/2	320.00	Briscoe	Silverton	√	
A, No. 32, NE/4; B1, No.92, NW/4; B2, No.15, NW/4; B2, No.6 s&e 100ft. Strip of 6.89 ac (railroad)	2,240.00	Briscoe	Silverton	√	
B2, No. 9, NE/4; B1, No. 88, NW/4	320.00	Briscoe	Silverton	√	
B1, No. 83, N/2	320.00	Briscoe	Silverton		√
B1, No. 84, S/2	320.00	Briscoe	Silverton		√
B1, No. 82, W/2	320.00	Briscoe	Silverton		√
B-4, No.6, N/2; A, No. 37, NW/4; A, No. 38, S/2 of SW/4	320.00	Briscoe	Silverton	√	
B4, No. 6, N60 of N/2 of S/2; B2, No. 10, N/2	380.00	Briscoe	Silverton	√	
B4, No. 6, 100 acres out of N/2 of S/2	100.00	Briscoe	Silverton	√	
B1, No. 83, S/2	320.00	Briscoe	Silverton		√
B4, No. 12, S/2 & NE/4; B4, No. 11, all; B1, No. 87, all; B1, No. 88, S/120 of SE/4 and SW/4; B1, No. 85, SE/4; B2, No. 29, W/2	1,720.00	Briscoe	Silverton	√	√ (only B1, No. 85, SE/4)
B2, No.1, N/2 s&e W/200; B2, No. 20,	280.00	Briscoe	Silverton		

E/2; B4, No. 6, S/4				√	
B2, No. 14, E/2; B2, No. 7, s&e 12.44 ac. B2	947.56	Briscoe	Silverton	√	
A, No. 35, all; B4, No. 17, E/200 of N/2 & N/45 of E/120 of SE/4; A, No. 34, S/2 of W/2; B4, No.5, W/5/8 of S/2	200.00	Briscoe	Silverton	√	
B2, No. 1, W/200 of N/2	200.00	Briscoe	Silverton	√	
B1, No. 85, W/2; B1, No. 88, N/200 of E/2	520.00	Briscoe	Silverton	√	√ (only B1, No. 85, W/2)
B2, No. 3, all of the west side of the north half	153.00	Briscoe	Silverton	√	
B2, No. 16, N/2; B2, No. 14, 40 of SW/4; N/60 of SW/4; NW/4; B2, No. 13, N/120 of NW/4; B2, No. 12, tract out of W/part of SE/4	820.90	Briscoe	Silverton	√	
A, No. 33, SW/4	160.00	Briscoe	Silverton	√	
B4, No. 2, N/110 s&e 1 ac. NW/corner; B5, No.6, N/2	429.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of N/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of SW/4	20.00	Briscoe	Silverton	√	
20 ac, B2, No.14, N/20 of S/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 17, all; B2, No. 13, 311.2 out of section 13; B2, No. 18, 311.2 out of sec. 18	100.00	Briscoe	Silverton	√	
		Briscoe	Silverton	√	
BA, No. 33, E/2; A, No. 34, SE/4; A, No. 19, 311.28 ac., 2 tracts s&e 19.49 ac.	480.00	Briscoe	Silverton	√	
A, No. 33, N/2 of W/2; A, No. 38, S/2 of NE/4; B2, No. 24, N/2	160.00	Briscoe	Silverton	√	
482 acres of Section 91, Block B-1, Briscoe County, Texas, as described in Warranty Deed recorded in Volume 49, Page 310 .	482.00	Briscoe	Silverton	√	
B4, No. 10, N/2; B4, No. 7, N/2	640.00	Briscoe	Silverton	√	
B2, No. 9, 379 acres out of S/2 and S/2 of NW/4	379.10	Briscoe	Silverton	√	
B2, No. 8, W/2; S/180 of E/2	500.00	Briscoe	Silverton	√	
B4, No. 1, SW/4	160.00	Briscoe	Silverton	√	
B2, No. 8, N/140 of E/2, s&e 5.18 ac to BNSF	135.00	Briscoe	Silverton	√	
B2, No. 12, SW/4 and 16 ac of SW/part of NE/4	176.00	Briscoe	Silverton	√	
B2, No. 10, S/2	320.00	Briscoe	Silverton	√	

B2, No.1, S/2	320.00	Briscoe	Silverton	√	
A, No. 31, S/2	320.00	Briscoe	Silverton	√	
B4, No.4, N/2	320.00	Briscoe	Silverton	√	
B2, No. 12, NE/4 s&e 16 ac out of SW/corner; B2, No. 9, 24 ac out of N/2 of NW/4 and 6.67 ac out of W/part of S/2 of NW/4	174.67	Briscoe	Silverton	√	
B2, No.13, E/2; B2, No. 11, all	960.00	Briscoe	Silverton	√	
B2, No. 12, E/2 of NW/4	80.00	Briscoe	Silverton	√	
B2, No.12, W/2 of NW/4	80.00	Briscoe	Silverton	√	
B1, No.39; B4, No.5, N/2 & E/3/8 of S/2; G&M, No. 165, S/2, G&M, No.219, N/3/4; G&M, No 183, all; B2, No. 19, all	440.00	Briscoe	Silverton	√	
B2, No. 13, metes & bounds	116.90	Briscoe	Silverton	√	
1.93 ac B2, No. 12; 47 ac, B2, No. 9, N/2 of NW/4; 2.77 ac B2, No. 12, SE/4	51.70	Briscoe	Silverton	√	
Total Acres	22,106.28				

ATTACHMENT 24

Briscoe County Commissioners Court adopted Guidelines and Criteria for reinvestment zone #1 at their regular scheduled meeting on July 8, 2013, by order, a copy of which is attached.

13-003

COPY

FILED

Time 3:00 PM

JUL 08 2013

IN THE COMMISSIONERS COURT
OF
BRISCOE COUNTY, TEXAS

Bena Hester
County & District Clerk, Briscoe County, Texas

**A RESOLUTION OF THE BRISCOE COUNTY
COMMISSIONERS' COURT ADOPTING GUIDELINES AND CRITERIA
GOVERNING TAX ABATEMENT AGREEMENTS BY THE COUNTY OF
BRISCOE, TEXAS**

WHEREAS, Texas Tax Code Section 312.002 provides that no municipality or county may designate an area as a reinvestment zone, and that no taxing unit may execute a tax abatement agreement under Texas Tax Code chapter 312, unless it first (i) establishes guidelines and criteria for tax abatement agreements and (ii) adopts a resolution stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the County of Briscoe, Texas, desires to be eligible to participate in tax abatement under certain circumstances; now therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRISCOE COUNTY,
TEXAS, THAT:

ARTICLE I.

Briscoe County, Texas elects to be eligible to participate in tax abatement.

ARTICLE II

The following guidelines and criteria are hereby established and shall hereafter govern tax abatement agreements by the County of Briscoe, Texas:

1. Improvements proposed as part of a tax abatement agreement for property located within a duly designated reinvestment zone shall be commenced within two (2) years of the date of said agreement.

2. All construction proposed, as part of any such improvements, shall meet applicable County of Briscoe, Texas, or generally accepted industry standards and construction requirements.
3. All property included in a tax abatement shall be maintained in accordance with all applicable County of Briscoe, Texas, or generally accepted industry standards and construction requirements during the term of the tax abatement agreement.
4. Throughout any tax abatement agreement, the owner(s) or persons in possession and control of the improvements located thereon which is included within an area which is the subject of a tax abatement agreement shall pay all lawfully assessed ad valorem taxes levied on such property before the same shall become delinquent.
5. For property located in a commercial and/or industrial reinvestment zone, and proposed as the subject of a tax abatement agreement, the following criteria shall apply:
 - a. The proposed improvements shall have the effect of increasing the value of the real property upon which they are located; and,
 - b. The proposed improvements shall have the effect of adding to the available number of jobs and/or retaining existing jobs in the Briscoe County, Texas area.
6. For residential property located in a residential reinvestment zone, and proposed as the subject of a tax abatement agreement, the following criteria shall apply:
 - a. The proposed improvements shall address the blighting or deteriorating influences on the subject property;
 - b. The proposed improvements shall address building safety, unsanitary or unsafe conditions, or property deterioration; and
 - c. Where applicable, the improvements shall address faulty lot layout with respect to size, accessibility, or usefulness.
7. Pursuant to Section 312.002, Texas Tax Code, an application for tax abatement shall be accompanied by a reasonable application fee of \$1,000.
8. All improvements proposed, as part of a tax abatement agreement, shall further the purposes established by the Legislature of the State of Texas in Chapter 312 of the Texas Tax Code.
9. In accordance with Texas Tax Code section 312.002, these guidelines and criteria shall not limit the discretion of the County to decide whether to enter into a specific tax abatement agreement. Accordingly, the County may enter into a particular tax abatement agreement whenever it determines that it is in the best interests of the County to enter into such agreement and provide such abatement with respect to a particular applicant. In

doing so, the County may vary from the provisions of this Tax Abatement Policy Statement in any respect that is not contrary to state law.

ARTICLE III

This resolution shall be effective from its adoption on July 8, 2013,
for the full period authorized by law.

PASSED, APPROVED, AND ADOPTED THIS 8th day of July, 2013.

COUNTY OF BRISCOE

Wayne Nance
Wayne Nance, County Judge

Jimmy Burson
Jimmy Burson, Commissioner Precinct #1

Wade Procter
Wade Procter, Commissioner Precinct #2

Dewey Estes, Commissioner Precinct #3

John T. Burson, Commissioner Precinct #4

ATTEST:

By: Bena Hester
County Clerk



Franchise Tax Account Status

As of: 06/06/2014 09:52:26 AM

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

BRISCOE WIND FARM, LLC	
Texas Taxpayer Number	32052241455
Mailing Address	4845 PEARL EAST CIR STE 200 BOULDER, CO 80301-6112
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	10/16/2013
Texas SOS File Number	0801867709
Registered Agent Name	NATIONAL CORPORATE RESEARCH, LTD.
Registered Office Street Address	800 BRAZOS, SUITE 400 AUSTIN, TX 78701

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



February 20, 2014

Todd Southard
Superintendent
Silverton Independent School District
700 Loretta St.
Silverton, Texas 79257

Dear Superintendent Southard:

On Nov. 25, 2013, the Comptroller received the completed application (Application # 353) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted in August 2013 to the Silverton Independent School District (the school district) by Briscoe Wind Farm, LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category 3 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$301.5 million) is consistent with the proposed appraised value limitation sought (\$10 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a solar power electric generation facility in Briscoe County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described by the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and

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

correct, finds that the applicant is eligible for a limitation and determines that granting the application is in the best interest of the school district and this state. When approving a job waiver requested under Section 313.025(f-1), the school district must also find that the statutory jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria and a cursory review of the industry standard evidence necessary to support the waiver of the required number of jobs.

Note that any new building or other improvement existing as of the application review start date of Nov. 25, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 3) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 4) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025..

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

Sincerely,



Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Economic Impact for Chapter 313 Project

Applicant	Briscoe Wind Farm, LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation - Wind
School District	Silverton ISD
2011-12 Enrollment in School District	195
County	Briscoe
Total Investment in District	\$301,500,000
Qualified Investment	\$301,500,000
Limitation Amount	\$10,000,000
Number of total jobs committed to by applicant	7*
Number of qualifying jobs committed to by applicant	6
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$894
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$885
Minimum Annual Wage committed to by applicant for qualified jobs	\$46,500
Investment per Qualifying Job	\$50,250,000
Estimated 15 year M&O levy without any limit or credit:	\$24,275,966
Estimated gross 15 year M&O tax benefit	\$18,930,556
Estimated 15 year M&O tax benefit (<i>after</i> deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$17,015,286
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$2,736,103
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$7,260,680
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	70.1%
Percentage of tax benefit due to the limitation	85.5%
Percentage of tax benefit due to the credit.	14.5%
* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).	

This presents the Comptroller's economic impact evaluation of Briscoe Wind Farm, LLC (the project) applying to Silverton Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
 - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
 - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

Wages, salaries and benefits [313.026(6-8)]

After construction, the project will create seven new jobs when fully operational. Six jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Panhandle Regional Planning Commission, where Briscoe County is located was \$41,850 in 2012. There is no wage data on the annual average manufacturing wage for 2012-2013 for Briscoe County. From 2012-2013, the county annual average wage for all industries was \$27,820. In addition to an annual average salary of \$46,500 each qualifying position will receive benefits such as a group health benefit plan, skills training, vacation time, sick leave and an area wide competitive 401(k) retirement savings plan. The project's total investment is \$301.5 million, resulting in a relative level of investment per qualifying job of \$50.3 million.

Ability of applicant to locate to another state and [313.026(9)]

According to Briscoe Wind Farm, LLC's application, "Founded in 1996 by two entrepreneurs in Wörrstadt, Germany, the privately held juwi Group (juwi) has more than 17 years of experience developing, financing, constructing, operating, and maintaining renewable energy projects. The juwi Group has developed over 2,000 MW of renewable energy—including wind, solar, and bio energy. The juwi Group employees more than 1,700 people globally and is currently active in renewable energy development on five continents." juwi Wind is the 100% owner of the Briscoe Wind Farm and is looking forward to adding this 200 MW project to our construction plans.."

Number of new facilities in region [313.026(12)]

During the past two years, 26 projects in the Panhandle Regional Planning Commission area applied for value limitation agreements under Tax Code, Chapter 313.

Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Briscoe Wind Farm, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]

Table 1 depicts Briscoe Wind Farm, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Briscoe Wind Farm, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	5	6	11	\$210,000	\$790,000	\$1,000,000
2015	6	6	12	\$256,500	\$743,500	\$1,000,000
2016	207	188	395	\$8,694,000	\$14,306,000	\$23,000,000
2017	7	16	23	\$294,000	\$2,706,000	\$3,000,000
2018	7	13	20	\$294,000	\$2,706,000	\$3,000,000
2019	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2020	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2021	7	9	16	\$294,000	\$1,706,000	\$2,000,000
2022	7	7	14	\$294,000	\$1,706,000	\$2,000,000
2023	7	11	18	\$294,000	\$1,706,000	\$2,000,000
2024	7	5	12	\$294,000	\$706,000	\$1,000,000
2025	7	14	21	\$294,000	\$1,706,000	\$2,000,000
2026	7	9	16	\$294,000	\$706,000	\$1,000,000
2027	7	7	14	\$294,000	\$706,000	\$1,000,000
2028	7	5	12	\$294,000	\$706,000	\$1,000,000
2029	7	1	8	\$294,000	\$706,000	\$1,000,000

Source: CPA, REMI, Briscoe Wind Farm, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.7 billion in 2012-2013. Silverton ISD's ad valorem tax base in 2012-2013 was \$63.2 million. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Silverton ISD's estimated wealth per WADA was \$174,802. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district and Briscoe County with all property tax incentives sought being granted using estimated market value from Briscoe Wind Farm, LLC's application. Briscoe Wind Farm, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county. Table 3 illustrates the estimated tax impact of the Briscoe Wind Farm, LLC project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Silverton ISD I&S Levy	Silverton ISD M&O Levy	Silverton ISD M&O and I&S Tax Levies (Before Credit Credited)	Silverton ISD M&O and I&S Tax Levies (After Credit Credited)	Briscoe County Tax Levy	Estimated Total Property Taxes
				0.0000	1.0400			0.6300	
2014	\$7,537,500	\$7,537,500		\$0	\$78,390	\$78,390	\$78,390	\$47,486	\$125,876
2015	\$15,075,000	\$15,075,000		\$0	\$156,780	\$156,780	\$156,780	\$94,973	\$251,753
2016	\$292,455,000	\$292,455,000		\$0	\$3,041,532	\$3,041,532	\$3,041,532	\$0	\$3,041,532
2017	\$269,059,000	\$10,000,000		\$0	\$104,000	\$104,000	\$104,000	\$0	\$104,000
2018	\$247,534,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2019	\$227,731,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2020	\$209,513,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2021	\$192,752,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2022	\$177,332,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2023	\$163,145,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2024	\$150,093,000	\$10,000,000		\$0	\$104,000	\$104,000	\$52,000	\$0	\$52,000
2025	\$138,086,000	\$138,086,000		\$0	\$1,436,094	\$1,436,094	\$124,277	\$0	\$124,277
2026	\$127,039,000	\$127,039,000		\$0	\$1,321,206	\$1,321,206	\$260,920	\$800,346	\$1,061,266
2027	\$116,876,000	\$116,876,000		\$0	\$1,215,510	\$1,215,510	\$1,215,510	\$736,319	\$1,951,829
						Total	\$5,345,410	\$1,679,123	\$7,024,533

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Briscoe Wind Farm, LLC

¹Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Silverton ISD I&S Levy	Silverton ISD M&O Levy	Silverton ISD M&O and I&S Tax Levies	Briscoe County Tax Levy	Estimated Total Property Taxes	
				0.0000	1.0400		0.6300		
2014	\$7,537,500	\$7,537,500		\$0	\$78,390	\$78,390	\$47,486	\$125,876	
2015	\$15,075,000	\$15,075,000		\$0	\$156,780	\$156,780	\$94,973	\$251,753	
2016	\$292,455,000	\$292,455,000		\$0	\$3,041,532	\$3,041,532	\$1,842,467	\$4,883,999	
2017	\$269,059,000	\$269,059,000		\$0	\$2,798,214	\$2,798,214	\$1,695,072	\$4,493,285	
2018	\$247,534,000	\$247,534,000		\$0	\$2,574,354	\$2,574,354	\$1,559,464	\$4,133,818	
2019	\$227,731,000	\$227,731,000		\$0	\$2,368,402	\$2,368,402	\$1,434,705	\$3,803,108	
2020	\$209,513,000	\$209,513,000		\$0	\$2,178,935	\$2,178,935	\$1,319,932	\$3,498,867	
2021	\$192,752,000	\$192,752,000		\$0	\$2,004,621	\$2,004,621	\$1,214,338	\$3,218,958	
2022	\$177,332,000	\$177,332,000		\$0	\$1,844,253	\$1,844,253	\$1,117,192	\$2,961,444	
2023	\$163,145,000	\$163,145,000		\$0	\$1,696,708	\$1,696,708	\$1,027,814	\$2,724,522	
2024	\$150,093,000	\$150,093,000		\$0	\$1,560,967	\$1,560,967	\$945,586	\$2,506,553	
2025	\$138,086,000	\$138,086,000		\$0	\$1,436,094	\$1,436,094	\$869,942	\$2,306,036	
2026	\$127,039,000	\$127,039,000		\$0	\$1,321,206	\$1,321,206	\$800,346	\$2,121,551	
2027	\$116,876,000	\$116,876,000		\$0	\$1,215,510	\$1,215,510	\$736,319	\$1,951,829	
						Total	\$24,275,966	\$14,705,633	\$38,981,599

Source: CPA, Briscoe Wind Farm, LLC

¹Tax Rate per \$100 Valuation

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table II" in this attachment shows the estimated 13 year M&O tax levy without the value limitation agreement would be \$23,810,089. The estimated gross 13 year M&O tax benefit, or levy loss, is \$17,015,286.

Attachment 3 is an economic overview of Briscoe County.

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

Attachments

1. Schedules A, B, C, and D provided by applicant in application
2. School finance and tax benefit provided by district
3. County Economic Overview

Attachment 1

Schedule A (Rev. January 2013): Investment

Applicant Name: BRISCOE WIND FARM, LLC
 ISD Name: SILVERTON ISD

Form 50-296

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: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified affecting economic impact and total value	Column E: Total Investment (A+B+D)		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)			0	0			0	0	0
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)	2014-2015	2014							
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)	Complete tax years of qualifying time period	1	2015-2016	2015	15,075,000	15,075,000	0	15,075,000	0	15,075,000
		2	2016-2017	2016	15,075,000	15,075,000	0	15,075,000	0	15,075,000
		3	2017-2018	2017	270,350,000	700,000	271,350,000	0	271,350,000	0
		4	2018-2019	2018	0	0	0	0	0	0
		5	2019-2020	2019	0	0	0	0	0	0
		6	2020-2021	2020	0	0	0	0	0	0
		7	2021-2022	2021	0	0	0	0	0	0
		8	2022-2023	2022	0	0	0	0	0	0
		9	2023-2024	2023	0	0	0	0	0	0
		10	2024-2025	2024	0	0	0	0	0	0
		11	2025-2026	2025	0	0	0	0	0	0
		12	2026-2027	2026	0	0	0	0	0	0
		13	2027-2028	2027	0	0	0	0	0	0
		14	2028-2029	2028	0	0	0	0	0	0
		15	2029-2030	2029	0	0	0	0	0	0
Tax Credit Period (With 50% cap on credit)										
Credit Settle-Up Period	Continue to Maintain Viable Presence									
	Post-Settle-Up Period									

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §513.02(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

Column C: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §513.02(1)(E).

Column D: For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings. Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc.

Column E: Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

Schedule B (Rev. January 2013): Estimated Market And Taxable Value
 BRISCOE WIND FARM, LLC

Applicant Name
 ISD Name

SILVERTON ISD

Form 50-296

Year	School Year (MM/YY-MM/YY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	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 building or "in or on the new improvement"		Final taxable value for M&C after all reductions	Final taxable value for M&C-after all reductions
pre-year 1	2014-2015	2014	\$ -	\$ -	\$ 7,537,500	\$ -	\$ -	\$ -
1	2015-2016	2015	\$ -	\$ -	\$ 15,075,000	\$ -	\$ 15,075,000	\$ 15,075,000
2	2016-2017	2016	\$ -	\$ -	\$ 292,455,000	\$ -	\$ 292,455,000	\$ 292,455,000
3	2017-2018	2017	\$ -	\$ -	\$ 269,059,000	\$ -	\$ 269,059,000	\$ 10,000,000
4	2018-2019	2018	\$ -	\$ -	\$ 247,534,000	\$ -	\$ 247,534,000	\$ 10,000,000
5	2019-2020	2019	\$ -	\$ -	\$ 227,731,000	\$ -	\$ 227,731,000	\$ 10,000,000
6	2020-2021	2020	\$ -	\$ -	\$ 209,513,000	\$ -	\$ 209,513,000	\$ 10,000,000
7	2021-2022	2021	\$ -	\$ -	\$ 192,752,000	\$ -	\$ 192,752,000	\$ 10,000,000
8	2022-2023	2022	\$ -	\$ -	\$ 177,332,000	\$ -	\$ 177,332,000	\$ 10,000,000
9	2023-2024	2023	\$ -	\$ -	\$ 163,145,000	\$ -	\$ 163,145,000	\$ 10,000,000
10	2024-2025	2024	\$ -	\$ -	\$ 150,093,000	\$ -	\$ 150,093,000	\$ 10,000,000
11	2025-2026	2025	\$ -	\$ -	\$ 138,086,000	\$ -	\$ 138,086,000	\$ 138,086,000
12	2026-2027	2026	\$ -	\$ -	\$ 127,039,000	\$ -	\$ 127,039,000	\$ 127,039,000
13	2027-2028	2027	\$ -	\$ -	\$ 116,876,000	\$ -	\$ 116,876,000	\$ 116,876,000
14	2028-2029	2028	\$ -	\$ -	\$ 107,526,000	\$ -	\$ 107,526,000	\$ 107,526,000
15	2029-2030	2028	\$ -	\$ -	\$ 98,924,000	\$ -	\$ 98,924,000	\$ 98,924,000

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

Schedule C- Application: Employment Information

Applicant Name: BRISCOE WIND FARM, LLC
 ISD Name: SILVERTON ISD

Form 50-296

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
				Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
	pre-year 1	2014-2015	2014	5 FTEs	\$42,000.00	0	\$0.00	0	\$0.00
Complete tax years of qualifying time period	1	2015-2016	2015	5 FTEs	\$42,000.00	1	\$46,500.00	1	\$46,500.00
	2	2016-2017	2016	200 FTEs	\$42,000.00	7	\$42,000.00	6	\$46,500.00
	3	2017-2018	2017			7	\$42,000.00	6	\$46,500.00
	4	2018-2019	2018			7	\$42,000.00	6	\$46,500.00
	5	2019-2020	2019			7	\$42,000.00	6	\$46,500.00
Value Limitation Period	6	2020-2021	2020			7	\$42,000.00	6	\$46,500.00
	7	2021-2022	2021			7	\$42,000.00	6	\$46,500.00
	8	2022-2023	2022			7	\$42,000.00	6	\$46,500.00
	9	2023-2024	2023			7	\$42,000.00	6	\$46,500.00
	10	2024-2025	2024			7	\$42,000.00	6	\$46,500.00
Credit Settle-Up Period	11	2025-2026	2025			7	\$42,000.00	6	\$46,500.00
	12	2026-2027	2026			7	\$42,000.00	6	\$46,500.00
	13	2027-2028	2027			7	\$42,000.00	6	\$46,500.00
Post-Settle-Up Period	14	2028-2029	2028			7	\$42,000.00	6	\$46,500.00
	15	2029-2030	2028			7	\$42,000.00	6	\$46,500.00

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


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DATE 11-6-13

Schedule D: (Rev. January 2013): Other Tax Information

Applicant Name		BRISCOE WIND FARM, LLC		ISD Name		SILVERTON ISD					Form 50-296	
				Sales Tax Information		Other Property Tax Abatements Sought						
				Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Franchise Tax	County	City	Hospital	Other		
Year	School Year (YYYY-YYYY)	Tax/ Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Franchise Tax	County	City	Hospital	Other			
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)		2014	2,336,625	12,738,375	0							
Complete tax years of qualifying time period	1	2015-2016	2,336,625	12,738,375	0							
	2	2016-2017	42,059,250	229,290,750	0							
Value Limitation Period	3	2017-2018	75,000	100,000	0							
	4	2018-2019	82,500	110,000	0							
	5	2019-2020	90,800	121,000	0							
	6	2020-2021	99,900	133,100	80,000							
	7	2021-2022	109,900	146,400	80,000							
	8	2022-2023	120,900	161,000	80,000							
	9	2023-2004	133,000	177,100	80,000							
	10	2024-2025	146,300	194,800	80,000							
	11	2025-2026	160,900	214,300	80,000							
	12	2026-2027	177,000	235,700	80,000							
Credit Settle-Up Period	13	2027-2028	194,700	259,300	80,000							
	14	2028-2029	214,200	285,200	80,000							
Post-Settle-Up Period	15	2029-2030	235,600	313,700	80,000							

*For planning, construction and operation of the facility.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11-6-13

Attachment 2

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

**Prepared by
Randy McDowell, RTSBA
&
Neal Brown
School Finance Consultants**

Silverton ISD Financial Impact of Chapter 313 Agreement

Summary of Silverton ISD Financial Impact of the Limited Appraised Value Application from Briscoe Wind Farm, LLC

Introduction

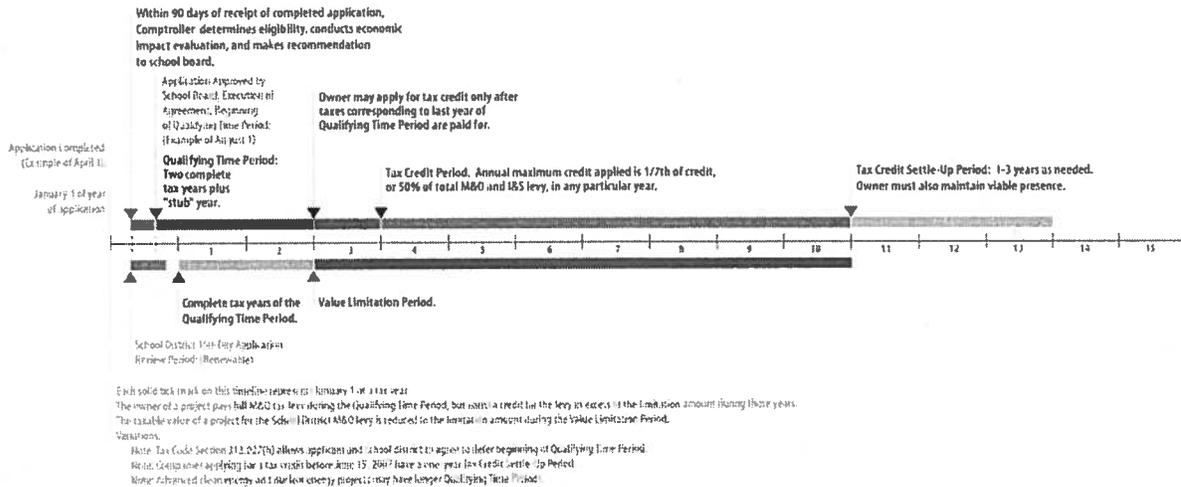
Briscoe Wind Farm, LLC applied for a property value limitation from Silverton Independent School District under Chapter 313 of the Tax Code. The application was submitted on October 22, 2013 and subsequently approved for consideration by the Silverton ISD Board of Trustees. Briscoe Wind Farm, LLC (“Briscoe Wind”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

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

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Appraised Value Limitation and Credit under Tax Code Chapter 313 for School District Maintenance & Operations (M&O) Tax



The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement (“LAVA” or “Agreement”) to begin the following tax year or a later year if agreed upon by the District and the Company. The first two years of the agreement are considered the qualifying time period and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant may then file a separate application with the school district to request tax credits (for taxes paid during the qualifying time period) to be applied during years four through ten of the LAVA, but not to exceed 50% of their tax levy for those years. Any tax credit balance remaining after this period can then be applied during years eleven through thirteen of the agreement, but cannot exceed the actual amount of taxes paid to the school district during the Settle-Up Period. After year thirteen, any leftover credits will not be applied and will expire.

During years three through ten of the LAVA, the qualifying entity’s taxable value will be reduced to the minimum qualified investment for the applicable school district as determined by the State Comptroller’s Office. Silverton ISD is considered a Rural category 3 District as categorized with total taxable value of industrial property of at least \$1 million but less than \$90 million, thus Silverton ISD has a minimum qualified investment amount of \$10 million. A qualifying entity’s taxable value would be

Silverton ISD Financial Impact of Chapter 313 Agreement

reduced to \$10 million during years three through ten of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Silverton ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy.

Taxable Value Impact from LAVA

The “Additional Value from Briscoe Wind” represents the values that the company estimated as their taxable values in the application that was filed with the district. During years three through ten, the company’s taxable value will be limited to the \$10,000,000 minimum qualified investment of Silverton ISD.

TABLE I- Calculation of Taxable Value:

Tax Year	Additional Value From Briscoe Wind	Minimum Qualified Investment	Abated Value	Taxable Value
Jan. 1, 2015	15,075,000	n/a	0	15,075,000
Jan. 1, 2016	292,455,000	n/a	0	292,455,000
Jan. 1, 2017	269,059,000	(10,000,000)	259,059,000	10,000,000
Jan. 1, 2018	247,534,000	(10,000,000)	237,534,000	10,000,000
Jan. 1, 2019	227,731,000	(10,000,000)	217,731,000	10,000,000
Jan. 1, 2020	209,513,000	(10,000,000)	199,513,000	10,000,000
Jan. 1, 2021	192,752,000	(10,000,000)	182,752,000	10,000,000
Jan. 1, 2022	177,332,000	(10,000,000)	167,332,000	10,000,000
Jan. 1, 2023	163,145,000	(10,000,000)	153,145,000	10,000,000
Jan. 1, 2024	150,093,000	(10,000,000)	140,093,000	10,000,000
Jan. 1, 2025	138,086,000	n/a	0	138,086,000
Jan. 1, 2026	127,039,000	n/a	0	127,039,000
Jan. 1, 2027	116,876,000	n/a	0	116,876,000

Silverton ISD Financial Impact of Chapter 313 Agreement

Briscoe Wind's Tax Benefit from Agreement

The projected amount of the net tax savings for Briscoe Wind is \$17.01 million over the life of the Agreement. This net savings is after all tax credits have been applied and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement. Tax credits during years four through ten are limited to the lesser of 1/7 of the total tax credit or 50% of the total taxes paid for that tax year. Any tax credits not refunded to the company during those years will be refunded up to 100% of the taxes paid in years eleven through thirteen.

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

- The District has not held a tax ratification election and the study projects that it will maintain an M&O tax rate of \$1.04 for the life of this agreement. The M&O rates for 2016-2017 & 2025-2026 are projected to drop to \$.95 due to the rollback tax rate calculations.
- The district currently has no outstanding bonds and no I&S tax rate is projected in the study. The district could however pursue a bond election and issue bonded debt during the life of this agreement.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2015-2016	1.040	0.00	156,780	0	n/a	0	0
2016-2017	0.950	0.00	2,778,323	0	n/a	0	0
2017-2018	1.040	0.00	2,798,214	2,694,214	n/a	(1,878,779)	815,434
2018-2019	1.040	0.00	2,574,354	2,470,354	52,000	(19,161)	2,503,193
2019-2020	1.040	0.00	2,368,402	2,264,402	52,000	(8,367)	2,308,036
2020-2021	1.040	0.00	2,178,935	2,074,935	52,000	0	2,126,935
2021-2022	1.040	0.00	2,004,621	1,900,621	52,000	(6,040)	1,946,581
2022-2023	1.040	0.00	1,844,253	1,740,253	52,000	(2,923)	1,789,329
2023-2024	1.040	0.00	1,696,708	1,592,708	52,000	0	1,644,708
2024-2025	1.040	0.00	1,560,967	1,456,967	52,000	0	1,508,967
2025-2026	0.950	0.00	1,311,817	0	1,311,817	0	1,311,817
2026-2027	1.040	0.00	1,321,206	0	1,060,286	0	1,060,286
2027-2028	1.040	0.00	1,215,510	0	0	0	0
Totals			23,810,089	16,194,454	2,736,103	(1,915,270)	17,015,286

Silverton ISD Financial Impact of Chapter 313 Agreement

Financial Impact Study

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

- The current state funding formulas (in effect for 2013-2014 fiscal year) were used for state aid and recapture calculation purposes
 - Level 2 of Tier II yield - \$61.86 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district's tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2013.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 1.0% was used to project the district's taxable value, except as it related to the requested LAVA. The district's 2013 taxable value was used as a baseline for all projections
- The district's enrollment is projected to decrease slightly; therefore, the projected ADA and WADA for school year 2013-2014 was decreased by .25% per year for the life of the agreement.

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Calculation of LAVA Impact on District's Finances

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

TABLE III – District Revenues *without* Briscoe Wind Farm, LLC:

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2015-2016	113,159,063	1,026,013	724,608	0	1,750,621	224,250	1,974,871
2016-2017	114,290,653	1,036,273	709,817	0	1,746,090	224,531	1,970,621
2017-2018	115,433,560	1,046,636	694,925	0	1,741,561	223,951	1,965,512
2018-2019	116,587,896	1,057,102	679,927	0	1,737,029	223,373	1,960,402
2019-2020	117,753,774	1,067,673	669,463	825	1,736,311	223,621	1,959,933
2020-2021	118,931,312	1,078,350	654,265	1,910	1,730,705	224,132	1,954,837
2021-2022	120,120,625	1,089,134	638,947	3,004	1,725,076	224,652	1,949,729
2022-2023	121,321,832	1,100,025	623,531	4,106	1,719,451	225,182	1,944,633
2023-2024	122,535,050	1,111,025	608,005	5,215	1,713,815	225,722	1,939,537
2024-2025	123,760,400	1,122,136	592,369	6,333	1,708,171	226,272	1,934,443
2025-2026	124,998,004	1,133,357	576,626	7,460	1,702,523	226,832	1,929,355
2026-2027	126,247,984	1,144,690	560,771	8,595	1,696,867	227,402	1,924,269
2027-2028	127,510,464	1,156,137	544,807	9,738	1,691,207	227,982	1,919,188

Silverton ISD Financial Impact of Chapter 313 Agreement

TABLE IV- District Revenues with Briscoe Wind Farm without Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold	M&O	Total District Revenue
		Compressed Rate	State Revenue		Harmless Revenue	Taxes > Comp Rate	
2015-2016	128,234,063	1,162,698	724,608	0	1,887,306	253,873	2,141,179
2016-2017	406,745,653	3,687,963	573,958	0	4,261,921	310,204	4,572,124
2017-2018	384,492,560	3,486,194	119,414	2,122,832	1,482,776	513,810	1,996,586
2018-2019	364,121,896	3,301,493	115,392	1,924,299	1,492,586	486,656	1,979,242
2019-2020	345,484,774	3,132,510	116,303	1,742,643	1,506,171	461,813	1,967,984
2020-2021	328,444,312	2,978,005	112,848	1,576,529	1,514,323	439,098	1,953,421
2021-2022	312,872,625	2,836,816	125,031	1,424,725	1,537,122	418,341	1,955,463
2022-2023	298,653,832	2,707,894	126,071	1,286,096	1,547,869	399,387	1,947,256
2023-2024	285,680,050	2,590,261	122,499	1,159,606	1,553,154	382,093	1,935,248
2024-2025	273,853,400	2,483,029	118,746	1,044,300	1,557,474	366,328	1,923,803
2025-2026	263,084,004	2,385,383	115,548	939,311	1,561,620	351,973	1,913,593
2026-2027	253,286,984	2,296,553	112,523	843,836	1,565,240	338,913	1,904,153
2027-2028	244,386,464	2,215,852	109,364	757,133	1,568,083	327,049	1,895,132

TABLE V – District Revenues with Briscoe Wind Farm with Chapter 313 Agreement:

Fiscal Year	Total Taxable Value	M&O Taxes Comp Rate	State Revenue	Recapture Amount	Hold	M&O	Payment for District Losses	Total District Revenue
					Harmless Revenue	Taxes > Comp Rate		
2015-2016	128,234,063	1,162,698	724,608	0	1,887,306	253,873	0	2,141,179
2016-2017	406,745,653	3,687,963	573,958	0	4,261,921	310,204	0	4,572,124
2017-2018	125,433,560	1,137,306	90,147	1,211,919	15,534	102,273	1,878,779	1,996,586
2018-2019	126,587,896	1,147,772	589,257	7,201	1,729,828	230,254	19,161	1,979,242
2019-2020	127,753,774	1,158,343	578,793	8,277	1,728,859	230,758	8,367	1,967,984
2020-2021	128,931,312	1,169,020	563,587	9,361	1,723,246	231,272	0	1,954,518
2021-2022	130,120,625	1,179,804	548,277	10,452	1,717,628	231,795	6,040	1,955,463
2022-2023	131,321,832	1,190,695	532,861	11,552	1,712,005	232,328	2,923	1,947,256
2023-2024	132,535,050	1,201,695	517,335	12,660	1,706,370	232,871	0	1,939,241
2024-2025	133,760,400	1,212,806	501,699	13,776	1,700,728	233,424	0	1,934,152
2025-2026	263,084,004	2,385,383	486,782	0	2,872,165	188,331	0	3,060,496
2026-2027	253,286,984	2,296,553	112,523	843,836	1,565,240	338,913	0	1,904,153
2027-2028	244,386,464	2,215,852	109,364	757,133	1,568,083	327,049	0	1,895,132

Silverton ISD Financial Impact of Chapter 313 Agreement

Current School Finance Law

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Payments in Lieu of Taxes

Assuming that the District and Briscoe Wind Farm, LLC mutually agree in the LAVA that \$100 per student in average daily attendance (ADA) will be paid to Silverton ISD by Briscoe Wind, the projected amount of these payments over the life of the agreement is \$234,468 of the \$17.01 million net tax savings amount. This amount will be computed annually according to Section IV of the Agreement.

TABLE VI - Calculation of the Payment in Lieu of Taxes:

Fiscal Year	Net Tax Savings	Silverton ISD \$100/ADA	Briscoe Wind's Share
2015-2016	0	18,308	(18,308)
2016-2017	0	18,262	(18,262)
2017-2018	815,434	18,217	797,218
2018-2019	2,503,193	18,171	2,485,021
2019-2020	2,308,036	18,126	2,289,910
2020-2021	2,126,935	18,080	2,108,855
2021-2022	1,946,581	18,035	1,928,546
2022-2023	1,789,329	17,990	1,771,339
2023-2024	1,644,708	17,945	1,626,763
2024-2025	1,508,967	17,900	1,491,067
2025-2026	1,311,817	17,856	1,293,961
2026-2027	1,060,286	17,811	1,042,475
2027-2028	0	17,766	(17,766)
Totals	17,015,286	234,468	16,780,819

Silverton ISD Financial Impact of Chapter 313 Agreement

Impact of Projected Student Growth On District Facilities

TABLE VII – Campus Capacity and Available Growth

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Silverton School	Pre-K thru 12	22	396	195	201
Total		22	396	195	201

The building capacities are based on 18 students per classroom for all grade levels. Silverton ISD is a Pre-kindergarten through 12th grade district.

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

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

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Conclusion

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

Briscoe Wind Farm, LLC would benefit from reduced property taxes during years three through ten of the LAVA. Although some of the tax savings would be used to offset district's revenue losses and payments in lieu of taxes to the District, Briscoe Wind is projected to benefit from a 84% tax savings over the first twelve year period of this agreement. Briscoe Wind also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

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

February 14, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Briscoe Wind Farm LLC project on the number and size of school facilities in Silverton Independent School District (SISD). Based on the analysis prepared by Randy McDowell and Neal Brown for the school district and a conversation with the SISD principal, Michelle Francis, the TEA has found that the Briscoe Wind Farm LLC project would not have a significant impact on the number or size of school facilities in SISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,



Al McKenzie, Manager
Foundation School Program Support

AM/rk

February 14, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed Briscoe Wind Farm LLC project for the Silverton Independent School District (SISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Randy McDowell and Neal Brown and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the Briscoe Wind Farm LLC project on SISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,



Al McKenzie, Manager
Foundation School Program Support

AM/rk

Attachment 3

Briscoe County

Population

- Total county population in 2010 for Briscoe County: 1,439 , down 1.2 percent from 2009. State population increased 1.8 percent in the same time period.
- Briscoe County was the state's 241th largest county in population in 2010 and the 238 th fastest growing county from 2009 to 2010.
- Briscoe County's population in 2009 was 69.8 percent Anglo (above the state average of 46.7 percent), 2.9 percent African-American (below the state average of 11.3 percent) and 25.8 percent Hispanic (below the state average of 36.9 percent).
- 2009 population of the largest cities and places in Briscoe County:

Silverton:	611	Quitaque:	344
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Economy and Income

Employment

- September 2011 total employment in Briscoe County: 637 , down 5.9 percent from September 2010. State total employment increased 0.9 percent during the same period.
(October 2011 employment data will be available November 18, 2011).
- September 2011 Briscoe County unemployment rate: 6.9 percent, up from 5.4 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

Income

- Briscoe County's ranking in per capita personal income in 2009: 103rd with an average per capita income of \$34,048, up 6.0 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

Industry

- Agricultural cash values in Briscoe County averaged \$35.87 million annually from 2007 to 2010. County total agricultural values in 2010 were up 89.2 percent from 2009. Major agriculture related commodities in Briscoe County during 2010 included:
 - Hay
 - Cottonseed
 - Sorghum
 - Corn
 - Other Beef
- 2011 oil and gas production in Briscoe County: barrels of oil and 0.0 Mcf of gas. In September 2011, there were 0 producing oil wells and 0 producing gas wells.

Taxes

Sales Tax - Taxable Sales

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).

Quarterly (September 2010 through December 2010)

- Taxable sales in Briscoe County during the fourth quarter 2010: \$817,870.00, up 0.8 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Silverton:	\$410,462.00, down 2.0 percent from the same quarter in 2009.
Quitaque:	\$305,228.00, down 1.2 percent from the same quarter in 2009.

Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)

- Taxable sales in Briscoe County through the fourth quarter of 2010: \$3.17 million, up 0.2 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Silverton:	\$1.55 million, up 1.2 percent from the same period in 2009.
Quitaque:	\$1.15 million, down 0.7 percent from the same period in 2009.

Annual (2010)

- Taxable sales in Briscoe County during 2010: \$3.17 million, up 0.2 percent from 2009.
- Briscoe County sent an estimated \$198,112.38 (or 0.00 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

Silverton:	\$1.55 million, up 1.2 percent from 2009.
Quitaque:	\$1.15 million, down 0.7 percent from 2009.

Sales Tax – Local Sales Tax Allocations

(The release date for sales tax allocations to cities for the sales activity month of November 2011 is currently scheduled for December 7, 2011.)

Monthly

- Statewide payments based on the sales activity month of September 2011: \$580.11 million, up 7.1 percent from September 2010.
- Payments to all cities in Briscoe County based on the sales activity month of September 2011: \$9,552.15, up 11.9 percent from September 2010.
- Payment based on the sales activity month of September 2011 to the city of:

Silverton:	\$4,939.52, up 6.2 percent from September 2010.
Quitaque:	\$4,612.63, up 18.6 percent from September 2010.

Fiscal Year

- Statewide payments based on sales activity months from September 2011 through September 2011: \$580.11 million, up 7.1 percent from the same period in 2011.
- Payments to all cities in Briscoe County based on sales activity months from September 2011 through September 2011: \$9,552.15, up 11.9 percent from fiscal 2011.
- Payments based on sales activity months from September 2011 through September 2011 to the city of:

Silverton:	\$4,939.52, up 6.2 percent from fiscal 2011.
Quitaque:	\$4,612.63, up 18.6 percent from fiscal 2011.

January 2011 through September 2011 (Sales Activity Year-To-Date)

- Statewide payments based on sales activity months through September 2011: \$4.57 billion, up 8.1 percent from the same period in 2010.
- Payments to all cities in Briscoe County based on sales activity months through September 2011: \$73,690.92, up 17.6 percent from the same period in 2010.
- Payments based on sales activity months through September 2011 to the city of:

Silverton:	\$41,965.13, up 20.2 percent from the same period in 2010.
Quitaque:	\$31,725.79, up 14.2 percent from the same period in 2010.

12 months ending in September 2011

- Statewide payments based on sales activity in the 12 months ending in September 2011: \$6.11 billion, up 7.9 percent from the previous 12-month period.
- Payments to all cities in Briscoe County based on sales activity in the 12 months ending in September 2011: \$101,764.46, up 22.0 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in September 2011 to the city of:

Silverton:	\$60,110.12, up 29.4 percent from the previous 12-month period.
Quitaque:	\$41,654.34, up 12.7 percent from the previous 12-month period.

City Calendar Year-To-Date (RJ 2011)

- Payment to the cities from January 2011 through November 2011:

Silverton:	\$51,315.12, up 19.0 percent from the same period in 2010.
Quitaque:	\$38,747.67, up 11.8 percent from the same period in 2010.

Annual (2010)

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Briscoe County based on sales activity months in 2010: \$90,755.20, up 14.1 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:

Silverton:	\$53,047.37, up 22.7 percent from 2009.
Quitaque:	\$37,707.83, up 3.8 percent from 2009.

Property Tax

- As of January 2009, property values in Briscoe County: \$245.01 million, up 29.9 percent from January 2008 values. The property tax base per person in Briscoe County is \$171,573, above the statewide average of \$85,809. About 0.0 percent of the property tax base is derived from oil, gas and minerals.

State Expenditures

- Briscoe County's ranking in state expenditures by county in fiscal year 2010: 245th. State expenditures in the county for FY2010: \$5.47 million, down 0.5 percent from FY2009.
- In Briscoe County, 6 state agencies provide a total of 24 jobs and \$217,034.00 in annualized wages (as of 1st quarter 2011).

■ Major state agencies in the county (as of first quarter 2011):

- Parks & Wildlife Department
- AgriLife Extension Service
- Department of Transportation
- Department of Family and Protective Services

Higher Education

■ Community colleges in Briscoe County preliminary fall 2011 enrollment:

- None.

■ Briscoe County is in the service area of the following:

- Clarendon College with a preliminary fall 2011 enrollment of 1,347 . Counties in the service area include:

- Armstrong County
- Briscoe County
- Childress County
- Collingsworth County
- Donley County
- Gray County
- Hall County
- Wheeler County

■ Institutions of higher education in Briscoe County preliminary fall 2011 enrollment:

- None.

School Districts

■ Briscoe County had 1 school districts with 1 schools and 163 students in the 2009-10 school year.

(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)

- Silverton ISD had 163 students in the 2009-10 school year. The average teacher salary was \$42,571. The percentage of students meeting the 2010 TAKS passing standard for all tests was 92 percent.

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

Prepared by

Randy McDowell, RTSBA

&

Neal Brown

School Finance Consultants

**Summary of Silverton ISD Financial Impact
of the
Limited Appraised Value Application
from
Briscoe Wind Farm, LLC**

Introduction

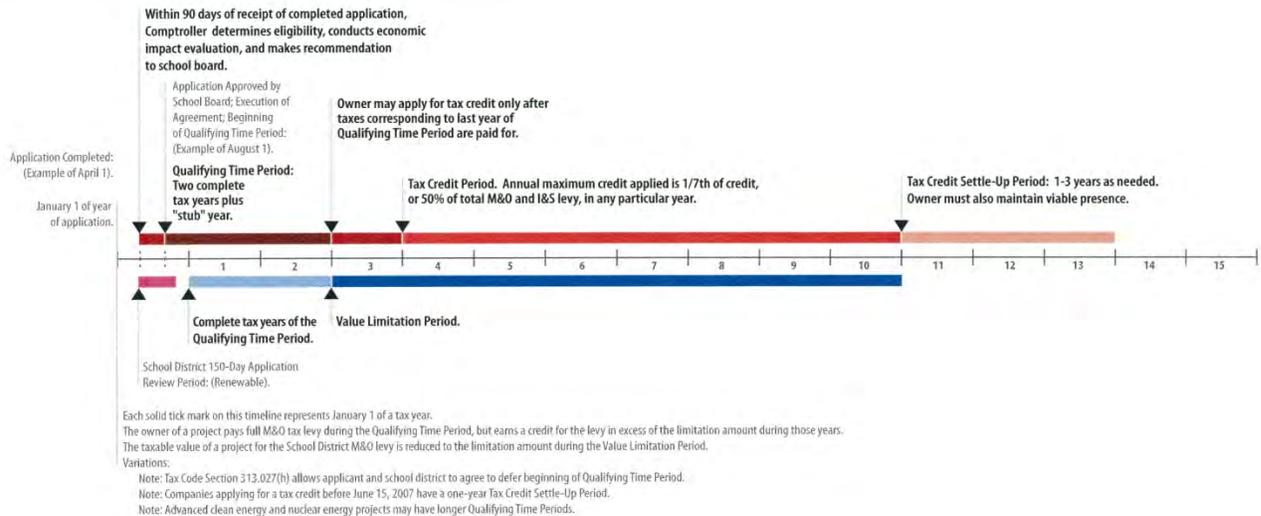
Briscoe Wind Farm, LLC applied for a property value limitation from Silverton Independent School District under Chapter 313 of the Tax Code. The application was submitted on October 22, 2013 and subsequently approved for consideration by the Silverton ISD Board of Trustees. Briscoe Wind Farm, LLC (“Briscoe Wind”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

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

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Appraised Value Limitation and Credit under Tax Code Chapter 313 for School District Maintenance & Operations (M&O) Tax



The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement (“LAVA” or “Agreement”) to begin the following tax year or a later year if agreed upon by the District and the Company. The first two years of the agreement are considered the qualifying time period and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant may then file a separate application with the school district to request tax credits (for taxes paid during the qualifying time period) to be applied during years four through ten of the LAVA, but not to exceed 50% of their tax levy for those years. Any tax credit balance remaining after this period can then be applied during years eleven through thirteen of the agreement, but cannot exceed the actual amount of taxes paid to the school district during the Settle-Up Period. After year thirteen, any leftover credits will not be applied and will expire.

During years three through ten of the LAVA, the qualifying entity’s taxable value will be reduced to the minimum qualified investment for the applicable school district as determined by the State Comptroller’s Office. Silverton ISD is considered a Rural category 3 District as categorized with total taxable value of industrial property of at least \$1 million but less than \$90 million, thus Silverton ISD has a minimum qualified investment amount of \$10 million. A qualifying entity’s taxable value would be

Silverton ISD Financial Impact of Chapter 313 Agreement

reduced to \$10 million during years three through ten of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Silverton ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy.

Taxable Value Impact from LAVA

The “Additional Value from Briscoe Wind” represents the values that the company estimated as their taxable values in the application that was filed with the district. During years three through ten, the company’s taxable value will be limited to the \$10,000,000 minimum qualified investment of Silverton ISD.

TABLE I- Calculation of Taxable Value:

Tax Year	Additional Value From Briscoe Wind	Minimum Qualified Investment	Abated Value	Taxable Value
Jan. 1, 2015	15,075,000	n/a	0	15,075,000
Jan. 1, 2016	292,455,000	n/a	0	292,455,000
Jan. 1, 2017	269,059,000	(10,000,000)	259,059,000	10,000,000
Jan. 1, 2018	247,534,000	(10,000,000)	237,534,000	10,000,000
Jan. 1, 2019	227,731,000	(10,000,000)	217,731,000	10,000,000
Jan. 1, 2020	209,513,000	(10,000,000)	199,513,000	10,000,000
Jan. 1, 2021	192,752,000	(10,000,000)	182,752,000	10,000,000
Jan. 1, 2022	177,332,000	(10,000,000)	167,332,000	10,000,000
Jan. 1, 2023	163,145,000	(10,000,000)	153,145,000	10,000,000
Jan. 1, 2024	150,093,000	(10,000,000)	140,093,000	10,000,000
Jan. 1, 2025	138,086,000	n/a	0	138,086,000
Jan. 1, 2026	127,039,000	n/a	0	127,039,000
Jan. 1, 2027	116,876,000	n/a	0	116,876,000

Silverton ISD Financial Impact of Chapter 313 Agreement

Briscoe Wind's Tax Benefit from Agreement

The projected amount of the net tax savings for Briscoe Wind is \$17.01 million over the life of the Agreement. This net savings is after all tax credits have been applied and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement. Tax credits during years four through ten are limited to the lesser of 1/7 of the total tax credit or 50% of the total taxes paid for that tax year. Any tax credits not refunded to the company during those years will be refunded up to 100% of the taxes paid in years eleven through thirteen.

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

- The District has not held a tax ratification election and the study projects that it will maintain an M&O tax rate of \$1.04 for the life of this agreement. The M&O rates for 2016-2017 & 2025-2026 are projected to drop to \$.95 due to the rollback tax rate calculations.
- The district currently has no outstanding bonds and no I&S tax rate is projected in the study. The district could however pursue a bond election and issue bonded debt during the life of this agreement.

TABLE II- Computation of Net Tax Savings:

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2015-2016	1.040	0.00	156,780	0	n/a	0	0
2016-2017	0.950	0.00	2,778,323	0	n/a	0	0
2017-2018	1.040	0.00	2,798,214	2,694,214	n/a	(1,878,779)	815,434
2018-2019	1.040	0.00	2,574,354	2,470,354	52,000	(19,161)	2,503,193
2019-2020	1.040	0.00	2,368,402	2,264,402	52,000	(8,367)	2,308,036
2020-2021	1.040	0.00	2,178,935	2,074,935	52,000	0	2,126,935
2021-2022	1.040	0.00	2,004,621	1,900,621	52,000	(6,040)	1,946,581
2022-2023	1.040	0.00	1,844,253	1,740,253	52,000	(2,923)	1,789,329
2023-2024	1.040	0.00	1,696,708	1,592,708	52,000	0	1,644,708
2024-2025	1.040	0.00	1,560,967	1,456,967	52,000	0	1,508,967
2025-2026	0.950	0.00	1,311,817	0	1,311,817	0	1,311,817
2026-2027	1.040	0.00	1,321,206	0	1,060,286	0	1,060,286
2027-2028	1.040	0.00	1,215,510	0	0	0	0
Totals			23,810,089	16,194,454	2,736,103	(1,915,270)	17,015,286

Silverton ISD Financial Impact of Chapter 313 Agreement

Financial Impact Study

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

- The current state funding formulas (in effect for 2013-2014 fiscal year) were used for state aid and recapture calculation purposes
 - Level 2 of Tier II yield - \$61.86 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district’s tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2013.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 1.0% was used to project the district’s taxable value, except as it related to the requested LAVA. The district’s 2013 taxable value was used as a baseline for all projections
- The district’s enrollment is projected to decrease slightly; therefore, the projected ADA and WADA for school year 2013-2014 was decreased by .25% per year for the life of the agreement.

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Calculation of LAVA Impact on District's Finances

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

TABLE III – District Revenues *without* Briscoe Wind Farm, LLC:

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2015-2016	113,159,063	1,026,013	724,608	0	1,750,621	224,250	1,974,871
2016-2017	114,290,653	1,036,273	709,817	0	1,746,090	224,531	1,970,621
2017-2018	115,433,560	1,046,636	694,925	0	1,741,561	223,951	1,965,512
2018-2019	116,587,896	1,057,102	679,927	0	1,737,029	223,373	1,960,402
2019-2020	117,753,774	1,067,673	669,463	825	1,736,311	223,621	1,959,933
2020-2021	118,931,312	1,078,350	654,265	1,910	1,730,705	224,132	1,954,837
2021-2022	120,120,625	1,089,134	638,947	3,004	1,725,076	224,652	1,949,729
2022-2023	121,321,832	1,100,025	623,531	4,106	1,719,451	225,182	1,944,633
2023-2024	122,535,050	1,111,025	608,005	5,215	1,713,815	225,722	1,939,537
2024-2025	123,760,400	1,122,136	592,369	6,333	1,708,171	226,272	1,934,443
2025-2026	124,998,004	1,133,357	576,626	7,460	1,702,523	226,832	1,929,355
2026-2027	126,247,984	1,144,690	560,771	8,595	1,696,867	227,402	1,924,269
2027-2028	127,510,464	1,156,137	544,807	9,738	1,691,207	227,982	1,919,188

Silverton ISD Financial Impact of Chapter 313 Agreement

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

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2015-2016	128,234,063	1,162,698	724,608	0	1,887,306	253,873	2,141,179
2016-2017	406,745,653	3,687,963	573,958	0	4,261,921	310,204	4,572,124
2017-2018	384,492,560	3,486,194	119,414	2,122,832	1,482,776	513,810	1,996,586
2018-2019	364,121,896	3,301,493	115,392	1,924,299	1,492,586	486,656	1,979,242
2019-2020	345,484,774	3,132,510	116,303	1,742,643	1,506,171	461,813	1,967,984
2020-2021	328,444,312	2,978,005	112,848	1,576,529	1,514,323	439,098	1,953,421
2021-2022	312,872,625	2,836,816	125,031	1,424,725	1,537,122	418,341	1,955,463
2022-2023	298,653,832	2,707,894	126,071	1,286,096	1,547,869	399,387	1,947,256
2023-2024	285,680,050	2,590,261	122,499	1,159,606	1,553,154	382,093	1,935,248
2024-2025	273,853,400	2,483,029	118,746	1,044,300	1,557,474	366,328	1,923,803
2025-2026	263,084,004	2,385,383	115,548	939,311	1,561,620	351,973	1,913,593
2026-2027	253,286,984	2,296,553	112,523	843,836	1,565,240	338,913	1,904,153
2027-2028	244,386,464	2,215,852	109,364	757,133	1,568,083	327,049	1,895,132

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

Fiscal Year	Total Taxable Value	M&O Taxes Comp Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Payment for District Losses	Total District Revenue
2016-2017	406,745,653	3,687,963	573,958	0	4,261,921	310,204	0	4,572,124
2017-2018	125,433,560	1,137,306	90,147	1,211,919	15,534	102,273	1,878,779	1,996,586
2018-2019	126,587,896	1,147,772	589,257	7,201	1,729,828	230,254	19,161	1,979,242
2019-2020	127,753,774	1,158,343	578,793	8,277	1,728,859	230,758	8,367	1,967,984
2020-2021	128,931,312	1,169,020	563,587	9,361	1,723,246	231,272	0	1,954,518
2021-2022	130,120,625	1,179,804	548,277	10,452	1,717,628	231,795	6,040	1,955,463
2022-2023	131,321,832	1,190,695	532,861	11,552	1,712,005	232,328	2,923	1,947,256
2023-2024	132,535,050	1,201,695	517,335	12,660	1,706,370	232,871	0	1,939,241
2024-2025	133,760,400	1,212,806	501,699	13,776	1,700,728	233,424	0	1,934,152
2025-2026	263,084,004	2,385,383	486,782	0	2,872,165	188,331	0	3,060,496
2026-2027	253,286,984	2,296,553	112,523	843,836	1,565,240	338,913	0	1,904,153
2027-2028	244,386,464	2,215,852	109,364	757,133	1,568,083	327,049	0	1,895,132

Silverton ISD Financial Impact of Chapter 313 Agreement

Current School Finance Law

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Payments in Lieu of Taxes

Assuming that the District and Briscoe Wind Farm, LLC mutually agree in the LAVA that \$100 per student in average daily attendance (ADA) will be paid to Silverton ISD by Briscoe Wind, the projected amount of these payments over the life of the agreement is \$234,468 of the \$17.01 million net tax savings amount. This amount will be computed annually according to Section IV of the Agreement.

TABLE VI - Calculation of the Payment in Lieu of Taxes:

Fiscal Year	Net Tax Savings	Silverton ISD \$100/ADA	Briscoe Wind's Share
2015-2016	0	18,308	(18,308)
2016-2017	0	18,262	(18,262)
2017-2018	815,434	18,217	797,218
2018-2019	2,503,193	18,171	2,485,021
2019-2020	2,308,036	18,126	2,289,910
2020-2021	2,126,935	18,080	2,108,855
2021-2022	1,946,581	18,035	1,928,546
2022-2023	1,789,329	17,990	1,771,339
2023-2024	1,644,708	17,945	1,626,763
2024-2025	1,508,967	17,900	1,491,067
2025-2026	1,311,817	17,856	1,293,961
2026-2027	1,060,286	17,811	1,042,475
2027-2028	0	17,766	(17,766)
Totals	17,015,286	234,468	16,780,819

Silverton ISD Financial Impact of Chapter 313 Agreement

Impact of Projected Student Growth On District Facilities

TABLE VII – Campus Capacity and Available Growth

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Silverton School	Pre-K thru 12	22	396	195	201
	Total	22	396	195	201

The building capacities are based on 18 students per classroom for all grade levels. Silverton ISD is a Pre-kindergarten through 12th grade district.

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

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

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

Silverton ISD Financial Impact of Chapter 313 Agreement

Conclusion

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

Briscoe Wind Farm, LLC would benefit from reduced property taxes during years three through ten of the LAVA. Although some of the tax savings would be used to offset district's revenue losses and payments in lieu of taxes to the District, Briscoe Wind is projected to benefit from a 84% tax savings over the first twelve year period of this agreement. Briscoe Wind also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

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



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2013 ISD Summary Worksheet

023/Briscoe

023-902/Silverton ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	9,394,630	.9359	10,038,070	9,394,630
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	207,760	N/A	207,760	207,760
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	38,288,378	.9588	39,934,174	38,288,378
D2. Real Prop Farm & Ranch	0	N/A	0	0
E. Real Prop NonQual Acres	9,435,920	.9747	9,680,845	9,435,920
F1. Commercial Real	1,429,310	N/A	1,429,310	1,429,310
F2. Industrial Real	1,064,560	N/A	1,064,560	1,064,560
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	51,663,150	N/A	51,663,150	51,663,150
L1. Commercial Personal	1,162,950	N/A	1,162,950	1,162,950
L2. Industrial Personal	1,866,230	N/A	1,866,230	1,866,230
M. Other Personal	469,360	N/A	469,360	469,360

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	114,982,248		117,516,409	114,982,248
Less Total Deductions	6,706,046		7,102,980	6,706,046
Total Taxable Value	108,276,202		110,413,429	108,276,202 T2

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

See the ISD DEDUCTION Report for a breakdown of deduction values

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

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
111,137,267	108,276,202	111,137,267	108,276,202	108,276,202	108,276,202

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
2,861,065	0

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

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

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

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

T5 = T2 before the loss to the tax ceiling reduction

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

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
111,137,267	108,276,202	111,137,267	108,276,202	108,276,202	108,276,202

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

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

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

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

T11 = T8 before the loss to the tax ceiling reduction

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

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

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

by and between

SILVERTON INDEPENDENT SCHOOL DISTRICT

and

BRISCOE WIND FARM, LLC

(Texas Taxpayer ID # 32052241455)

TEXAS COMPTROLLER'S APPLICATION NO. 353

Dated

June 12, 2014

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

STATE OF TEXAS §

COUNTY OF BRISCOE §

THIS LIMITATION ON APPRAISED VALUE AGREEMENT, (“Agreement”) is executed and delivered by and between **SILVERTON INDEPENDENT SCHOOL DISTRICT** (the “District”), with its central administrative office located in Briscoe County, Texas (“County”), a lawfully created independent school district of the State of Texas operating under and subject to the TEXAS EDUCATION CODE (“TEC”), and **BRISCOE WIND FARM, LLC**, a Texas limited liability company, Texas Taxpayer Identification Number 32052241455 (“Applicant”) and relates to a limitation of the Appraised Value of property for the District’s maintenance and operation taxes pursuant to Chapter 313 of the Texas Tax Code (the “Code”). The District and Applicant are collectively referred to herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, the Superintendent of Schools of the District, acting as agent for the District’s Board of Trustees (“Board of Trustees”), timely received from Applicant a completed Application for an Appraised Value Limitation on Qualified Property pursuant to 34 Texas Administrative Code §9.1053 (“Application”), on or about October 22, 2013; and,

WHEREAS, the District received the application fee as required by §313.025(a)(1) of the Code and the District Policy CCG (LOCAL), and agreed to consider the Application on or about November 11, 2013, the date it was determined to be complete by the District (the “Completed Application Date”); and,

WHEREAS, the District timely delivered the requisite number of copies of the Application to the Texas Comptroller of Public Accounts (“Comptroller”) on or about November 11, 2013, for its review pursuant to §313.025(a-1) and (b) of the Code. Thereafter, on behalf of the Applicant, District submitted Amendment No. 001 (Attachment 13-signed job waiver request letter) on or about November 20, 2013, and Amendment No. 002 (reinvestment zone documentation) on or about January 29, 2014. The Comptroller deemed the Application complete and thereafter began its analysis of the Application on November 25, 2013 (the “Application Review Start Date”); and,

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE §9.1054, the Application was delivered for review to the Briscoe County Appraisal District established in Briscoe County, Texas (the “Briscoe County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Comptroller conducted an economic impact evaluation of the Application pursuant to Section 313.025(b) of the TEXAS TAX CODE; and,

WHEREAS, pursuant to Section 313.025(d) of the TEXAS TAX CODE, the Board of Trustees timely received the February 20, 2014 recommendation of the Comptroller and a report indicating that the Application was in compliance with the provisions of the Texas Economic Development Act, Code Sections 313.001, *et seq.*, and that the Application be approved (the "Recommendation"); and,

WHEREAS, District's Board of Trustees, by resolution dated March 20, 2014, granted Applicant's request to extend the statutory deadline by which the District must consider its Application until June 24, 2014, and the Comptroller was provided notice of such extension as set out under 34 Texas Administrative Code §9.1054(d); and,

WHEREAS, on June 12, 2014, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on June 12, 2014, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) Applicant is eligible for the Limitation on Appraised Value of Applicant's Qualified Property; (iii) the limitation on appraised value is a determining factor in Applicant's decision to invest capital and construct the project in this state; and (iv) this Agreement is in the best interest of District and the State of Texas;

WHEREAS, on June 12, 2014, pursuant to the provisions of Section 313.025(f-1) of the TEXAS TAX CODE, the Board of Trustees waived the job creation requirement set forth in Section 313.051(b) of the TEXAS TAX CODE based on a factual finding that if the number of jobs required by law was applied in this project, given its size and scope as described in the Application and **EXHIBIT 4**, the number of jobs will exceed the industry standard of the number of employees reasonably necessary for the operation of the project;

WHEREAS, on June 12, 2014, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and

WHEREAS, on June 12, 2014, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Trustees whose signatures appear below to execute and deliver such Agreement to the Applicant; and

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

ARTICLE I **DEFINITIONS**

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

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended, and as applicable to Applicant’s Application, which was filed before January 1, 2014.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition “control” when used with respect to any person or entity means (i) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

“Agreement” means this Agreement, as the same may be modified, amended, restated, or supplemented as approved pursuant to Section 11.2 of this Agreement.

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

“Applicant” means Briscoe Wind Farm, LLC (*Texas Taxpayer ID #32052241455*), the company listed in the Preamble of this Agreement and that is listed as the Applicant on the Application, as of the Application Approval Date. The term “Applicant” shall also include Applicant’s permitted assigns and successors-in-interest as approved according to Section 11.2 or permitted by Section 11.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in Section 3.3 of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with District by Applicant on October 22, 2013. The term includes all forms required by Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining an Agreement with District. The term also includes all amendments and supplements thereto submitted by Applicant.

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

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

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

“Appraisal District” means the Briscoe County Appraisal District.

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

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

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

“County” means Briscoe County, Texas.

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

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

“*Force Majeure*” means a failure caused by a provision of law, rules, regulations, or orders of any governmental authority having jurisdiction over the Applicant or the Qualified Investment, or any arrest, restraint, or decree of any court, natural disaster, riot, war, labor dispute, act of God, act of terrorism, or any other cause which inhibits performance and over which Applicant has no reasonable control.

“*Land*” means the real property described on **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes.

“*Lender*” shall mean any entity or person providing, directly or indirectly, with respect to the Qualified Property or the Qualified Investment, 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 Qualified Property or the Qualified Investment, and/or (d) any interest rate protection agreements to hedge any of the foregoing obligations.

“*Maintain Viable Presence*” means the operation over the life of this Agreement of the facility, facilities, or property for which the tax limitation agreement is granted and the retention over the applicable term of this Agreement, as defined in Section 2.3 below, of not fewer than the number of Qualifying Jobs required by the Code, or as found by the District’s Board of Trustees if the number of such jobs required by the Texas Tax Code exceeds the industry standard for number of jobs. Applicant shall be deemed to have maintained a viable presence following an event of Force Majeure that halts facility operations so long as Applicant commences repairs and/or reconstruction of the damage within one hundred eighty (180) days after the event of Force Majeure. In the event of a closure due to environmental reasons, Applicant will be deemed to have maintained a viable presence so long as it commences remediation or otherwise acts in accordance with the order of the court or environmental agency.

“*M&O Amount*” shall have the meaning assigned to such term in Section 4.2 of the Agreement.

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

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

“Net Tax Savings” means an amount equal to (but not less than zero): (i) the sum of (A) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; plus (B) any Tax Credits received by Applicant under this Agreement; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Article IV of this Agreement. For clarification, Net Tax Savings in respect of a particular year pursuant to Section 6.2 shall mean an amount equal to (but not less than zero): (i) the sum of (A) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for such year if this Agreement had not been entered into by the Parties; plus (B) any Tax Credits received by Applicant under this Agreement for such year; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for such year, plus (B) any and all payments due to the District under Article IV of this Agreement for such year.

“New Jobs” means the jobs defined by 34 TEX. ADMIN. CODE §9.1051 and which Applicant will create by and through the project which is the subject of its Application. Under the applicable provisions of TEXAS TAX CODE, Chapter 313, effective as of the Application Review Start Date, Eighty Percent (80%), of all New Jobs created by Applicant on the project shall also be Qualifying Jobs, as defined below.

“New Qualifying Jobs” means the total number of jobs to be created and maintained by Applicant after the Application Approval Date in connection with the project which is the subject of its Application that meet the criteria of a Qualifying Job as defined in the applicable provisions of Chapter 313 of the TEXAS TAX CODE, and as interpreted by the Comptroller’s rules effective as of the Application Review Start Date.

“Qualified Investment” has the meaning set forth in Chapter 313 of the TEXAS TAX CODE, as interpreted by Comptroller’s Rules, applicable as of the Application Review Start Date.

“Qualified Property” has the meaning set forth in Chapter 313 of the Texas Tax Code and as interpreted by Comptroller’s Rules and the Texas Attorney General, as these provisions existed as of the Application Review Start Date.

“Qualifying Time Period” means the period that begins on the date of approval of this Agreement by District’s Board of Trustees and ends on December 31st of the second Full Tax Year that begins after such date of approval as is defined in Section 313.021(4)(A) of the Texas Tax Code and during which Applicant shall make investment on the land where the Qualified

Property is to be located in the amount required by the Act, the Comptroller's rules, and this Agreement and as further identified in Section 2.3.C of this Agreement.

"Reinvestment Zone" means the District's Reinvestment Zone created pursuant to Section 312.0025 of the TEXAS TAX CODE by action of the Board of Trustees or by the County and as further described by the description and/or depiction of said Reinvestment Zone attached hereto as **EXHIBIT 2**, which is incorporated herein by reference for all purposes.

"Revenue Protection Amount" means the amount calculated pursuant to Section 4.2 of this Agreement.

"State" means the State of Texas.

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

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

"Tax Credit" means the credit to be received by the Applicant as computed under the provisions of Subchapter D of the Texas Economic Development Act and 34 TEX. ADMIN. CODE §9.1056 applicable as of the Application Review Start Date, provided that the Applicant timely complies with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the TEXAS TAX CODE and 34 TEX. ADMIN. CODE §9.1054.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Applicant's Qualified Property for each tax year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE, applicable as of the Application Review Start Date.

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

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year), and as set out in **EXHIBIT 1** attached hereto.

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

ARTICLE II
AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

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

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

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is November 25, 2013, which will determine Applicant’s Qualified Property, the applicable wage standard and the applicable provisions of the Texas Tax Code.

B. The Application Approval Date for this Agreement is June 12, 2014, which will determine the start of Applicant’s Qualifying Time Period.

C. The Qualifying Time Period for this Agreement:
1. Starts on June 12, 2014, the Application Approval Date; and,
2. Ends on December 31, 2016.

D. The Tax Limitation Period for this Agreement:
1. Starts on January 1, 2017; and,
2. Ends on December 31, 2024, the tenth full calendar year of this Agreement, as set out in **Exhibit 1** attached hereto.

E. The Final Termination Date for this Agreement is December 31, 2027.

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

Section 2.4. TAX LIMITATION. So long as Applicant makes the Qualified Investment as

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

- A. the Market Value of the Applicant's Qualified Property; or
- B. Ten Million Dollars (\$10,000,000).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District, set out in Chapter 313 of the TEXAS TAX CODE, as of the Application Review Start Date.

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

- A. Have completed the Qualified Investment in the amount of \$10,000,000 by the end of the Qualifying Time Period;
- B. Have created and maintained the number of Qualifying Jobs specified in, and in the time period specified on Schedule C of the Application; and
- C. Be paying the applicable weekly wage for such Qualifying Jobs, as required by Chapter 313 of the TEXAS TAX CODE effective as of the Application Review Start Date.

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

- A. Provide payments to District sufficient to protect the future District M&O Revenues through payment of revenue offsets and other mechanisms as set out in Article IV;
- B. Provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as set out in Article V;
- C. Provide such supplemental payments as set out in Article VI; and
- D. Create and Maintain Viable Presence and perform additional obligations as set out in Article VII of this Agreement.

ARTICLE III **QUALIFIED PROPERTY**

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE. At the time of

making the Qualified Investment and during the period starting with the Application Approval Date and ending on the Final Termination Date, the Land is and shall be within an area designated at the time of this Agreement either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description of such zone is attached to this Agreement as **EXHIBIT 2** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT. The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described on **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 3** unless amended pursuant to the provisions of Section 11.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY. The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE and the Comptroller's rules (applicable as of the Application Review Start Date), and Section 11.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY. If at any time after the Application Approval Date there is a material change in the Qualified Property described in **EXHIBIT 4** and located on the Land described in **EXHIBIT 3**, or, upon a reasonable request of District, Comptroller, the Appraisal District, or the State Auditor's Office, Applicant shall provide to District, Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE. Applicant's Qualified Property described above in Section 2.3 qualifies for a tax limitation agreement under Section 313.024(b)(5) of the TEXAS TAX CODE as a renewable energy electric generation facility.

ARTICLE IV

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

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

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

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

Subject to the provisions of Sections 7.1 and 7.2, the amount to be paid by Applicant to compensate District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of his Agreement (the "M&O Amount"), shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

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

- i. "Original M&O Revenue" means the Maintenance and Operations Revenue that District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property had been subject to the full ad valorem maintenance and operations tax without any limitation on value.
- ii. "New M&O Revenue" means the Maintenance and Operations Revenue that District actually received for such school year.

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

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

Period under Section 4.2.A.ii of this Agreement will reflect the Tax Limitation Amount for such year.

- v. All calculations for the M&O Amount made under this Section 4.2 of this Agreement shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse District for other revenue losses created by other agreements or any other factors.

Section 4.3. STATUTORY CHANGES AFFECTING M&O REVENUE. Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1 of this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its reimbursement payment of funds to the State or another school district, pursuant to Chapter 41 of the TEXAS EDUCATION CODE, because of its participation in this Agreement, Applicant shall make payments to District, up to the revenue protection amount limit set forth in Section 7.1, that are necessary to offset any negative impact on District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on District.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES. To the extent not included in the amounts calculated pursuant to Section 4.2 above, Applicant, on an annual basis, shall also pay to the District all non-reimbursed costs incurred in paying or otherwise crediting amounts for the benefit of Applicant, including, but not limited to (a) any Maintenance and Operations Revenue or Tax Credit to which the Applicant may be entitled pursuant to Chapter 313 of the TEXAS TAX CODE for which the District does not receive reimbursement from the State, whether pursuant to Section 42.2515 of the TEXAS EDUCATION CODE or otherwise; (b) any loss incurred by the District resulting from successful judicial challenge to this Agreement; (c) any reasonable attorneys' fees or other costs incurred by the District due to any legal defense, enforcement or interpretation of this Agreement, irrespective of whether or not this Agreement is ultimately determined to be valid; and (e) any non-reimbursed costs incurred by the District and related to this Agreement, either directly or indirectly, including any costs paid to the Appraisal District caused by increased appraised values arising solely from the Qualified Property, subject to the limitation provided in Section 2.4 herein.

Section 4.5. THIRD PARTY CALCULATIONS. All calculations made pursuant to this Agreement shall be verified annually by either RM School Finance Consulting or Moak Casey & Associates ("Consultant"), one of which will be selected by the District. Any consultant other than RM School Finance Consulting or Moak Casey & Associates may only be selected by the District, with Applicant's consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Applicant will be solely responsible for the payment of Consultant's fees up to Six Thousand Five Hundred Dollars, (\$6,500.00) for the first year of this Agreement. This amount may be increased each year of this Agreement by not more than five percent (5%)

from the prior year. All calculations shall initially be based upon good-faith estimates using all available information and shall be adjusted to reflect “near final” or “actual” data for the applicable year as the data becomes available.

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

Section 4.7. DELIVERY OF CALCULATIONS.

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

B. In the event the District receives the Consultant’s invoice for services rendered, the District shall forward to Applicant such invoice, which Applicant shall pay, subject to the limitation set forth in Section 4.5, within thirty (30) days of receipt.

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

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

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

Section 4.11. EFFECT STATUTORY OR OTHER LEGAL CHANGES. If the District will receive less M&O Revenue, or, if applicable, will be required to increase its payment of funds to the State due to the District's participation in this Agreement because of changes to Applicable School Finance Law or administrative or legal interpretations by the office of the Comptroller, the Commissioner of Education, the Texas Education Agency, the Courts of the State of Texas, or any other authority having proper jurisdiction over the District or Texas school finance, then the Applicant shall make payments to the District within thirty (30) days of receipt of written notice, up to the limit on the revenue protection amount set forth in Article VII below. The Parties understand and agree that the foregoing payments to the District are necessary to (a) offset any negative impact on the District as a result of its participation in this Agreement; and (b) secure for the District an amount of M&O Revenue not less than that which the District would have received had the District not entered into this Agreement.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

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

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

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

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

above.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. SEPARATE AND INDEPENDENT INDEMNITY AMOUNTS. In addition to payment of the amounts set forth under Articles IV and V of this Agreement, and as consideration for the execution of this Agreement by the District, Applicant shall be responsible to the District for supplemental payments, as set forth in this Article VI. Any and all obligations for any supplemental payments shall be separate and independent of Applicant's obligations under Articles IV and V of this Agreement.

Section 6.2. CALCULATION OF SUPPLEMENTAL PAYMENTS.

A. Notwithstanding the foregoing, the total annual supplemental payment made pursuant to this Article shall:

- i. be an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year; and
- ii. only be made during the period starting with the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

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

C. In the event Chapter 313 is modified or amended to allow the District to receive supplemental payments in excess of the foregoing limitation, Applicant agrees to cooperate with District to amend this Agreement to allow District to receive the maximum amount of supplemental payments as allowed by law; provided however, the total supplemental payments for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or the amount calculated as set out in Section 6.2.A.i above, as determined for that school year. This Section shall only apply if Chapter 313 of the TEXAS TAX CODE is amended so that the District is permitted to receive payments in lieu of taxation greater than as described in Section 6.2.A.i. above; otherwise, Section 6.2.A.i shall apply.

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

Section 6.3. SUPPLEMENTAL PAYMENT AND LIMITATION BASED ON NET TAX SAVINGS.

A. If during years one (1) or two (2) of this Agreement (as set forth on Exhibit 1), the

amount of the supplemental payments calculated in Section 6.2 exceeds Applicant's Net Tax Savings, the difference between the amount of the supplemental payments and Applicant's Net Tax Savings shall be carried forward from year-to-year (the "deferred payments"). Beginning in year three (3) of the Agreement (as set forth on Exhibit 1), and in addition to the supplemental payment for that year, all deferred payments owed to the District shall be paid by Applicant to the extent all payments from Applicant to the District for that year do not exceed Applicant's Net Tax Savings. Any amount of deferred payments that remain unpaid shall be carried forward from year to year until paid in full.

B. Should Applicant fail to make the minimum Qualified Investment during the Qualifying Time Period causing this Agreement to become null and void as set out in Section 10.1.B herein, Applicant's obligation to make any deferred Payments that was carried over by operation of Section 6.3.A. shall be cancelled.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. ANNUAL LIMITATION. Notwithstanding anything contained in this Agreement to the contrary, and with respect to years four (4) through ten (10) of this Agreement, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by Applicant to District for such Tax Year, plus the sum of all payments otherwise due from Applicant to District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that Applicant would have paid to District for such Tax Year (determined by using District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Section 6.2 of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from Applicant to District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

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

Section 7.3. EFFECT OF OPTIONAL TERMINATION. Upon the exercise of the option to

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

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

B. the provisions of this Agreement regarding payments, records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII **TAX CREDITS**

Section 8.1. TAX CREDIT DESCRIPTION AND ELIGIBILITY.

A. Upon the Applicant's compliance with all requirements of Chapter 313 of the TEXAS TAX CODE and the Comptroller's rules applicable as of the Application Review Start Date, and in addition to the limitation on the Appraised Value of the Qualified Property as described in Section 2.4 above, the Applicant shall be entitled to a Tax Credit from the District in an amount equal to the amount of ad valorem taxes paid to the District on that portion of the Appraised Value of the Qualified Property that exceeds the amount of the limitation agreed to by the Parties in each year of the Qualifying Time Period, subject to any limitation or reduction required by law.

B. The application for a Tax Credit as described in this Article VIII shall be made in accordance with Section 313.103 of the TEXAS TAX CODE effective as of the Application Review Start Date, and is solely the Applicant's responsibility.

Section 8.2. DISTRICT OBLIGATIONS REGARDING TAX CREDITS.

A. The District shall timely comply with and, to the extent possible, cause the timely compliance by the Appraisal District of all District obligations regarding Tax Credits under the Code and Comptroller Rules.

B. The Board of Trustees shall grant Applicant's application for the tax credit as provided in Section 313.104 of the TEXAS TAX CODE effective as of the Application Review Start Date, as well as Comptroller and/or TEA rules.

Section 8.3. TAX CREDIT PROTECTION REVENUE LOSS. If the District does not receive aid pursuant to §42.2515 of the Texas Education Code (or similar or successor statute) after Applicant receives a Tax Credit as described under this Article VIII, and such failure is not the result of District's failure to comply with the requirements of obtaining such aid, then the District shall so notify the Applicant in writing. The Applicant shall, within thirty (30) days after notice,

pay to the District the amount of such aid the District did not receive. Conversely, the District shall refund to the Applicant the amount of state aid the District received that was solely attributable to any portion of such state aid paid by Applicant to the District.

ARTICLE IX
ADDITIONAL OBLIGATIONS OF APPLICANT

Section 9.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE. In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, Applicant shall Maintain Viable Presence in District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided Applicant makes commercially reasonable efforts to preserve and maintain a viable presence at the conclusion of such Force Majeure.

Section 9.2. REPORTS. In order to receive and maintain the limitation authorized by Section 2.4, and in addition to the other obligations required by this Agreement, Applicant shall submit the following reports completed by Applicant to the satisfaction of Comptroller on the dates indicated on the form and starting on the first such due date after the Application Approval Date:

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

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

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

Section 9.3. COMPTROLLER'S ANNUAL REPORT ON CHAPTER 313 AGREEMENTS. During the term of this Agreement, both Parties shall provide Comptroller with all information reasonably necessary for Comptroller to assess performance under this Agreement for the purpose of issuing Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 9.4. DATA REQUESTS. During the term of this Agreement, and upon the written request of District, the State Auditor's Office, or Comptroller, the Applicant shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 9.5. SITE VISITS AND RECORD REVIEW. Applicant shall allow authorized

employees of District, the Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records, in accordance with Section 22.07 of the TEXAS TAX CODE, from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of Applicant's Qualified Property.

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

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

Section 9.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; INDEPENDENT AUDITS.

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

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

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

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

Section 9.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any Supplements or Amendments thereto (which are incorporated by reference in this Agreement, the same as if fully set forth herein), without which Comptroller would not have approved this Agreement and District would not have executed this Agreement. By signature to this Agreement, Applicant:

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

B. acknowledges that if Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that Applicant has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Application or this Agreement, and after the notice and cure period provided by Section 10.4, Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by 34 TEX. ADMIN. CODE § 9.1053(f)(2)(L), provided that changes to Applicant's development plans made subsequent to filing the Application to which the District has been informed and agreed to in writing shall not be governed by this provision.

ARTICLE X
MATERIAL BREACH OR EARLY TERMINATION

Section 10.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT. Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions:

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

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

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

D. Applicant failed to make payments to District sufficient to protect the future District revenues through payment of revenue offsets and other mechanisms as set out in Article IV of this Agreement;

E. Applicant failed to make payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as set out in Article V

of this Agreement;

F. Applicant failed to make such supplemental payments as set out in Article VI of this Agreement;

G. Applicant failed to create and Maintain Viable Presence on and/or with the qualified property as set out in Article VIII of this Agreement;

H. Applicant failed to submit the reports required to be submitted by Section 9.2 to the satisfaction of Comptroller on the dates indicated on the form;

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

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

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

L. Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI, of this Agreement. Voluntary donations made by Applicant to the District after the date of the execution of this Agreement, and not required by this Agreement, are not barred by this provision;

M. Applicant fails to comply in any material respect with any other term of this Agreement; or,

N. Applicant fails to meet its obligations under the applicable Comptroller's Rules or Chapter 313 of the Code.

Section 10.2. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that Applicant terminates this Agreement without the consent of District, except as provided in Section 7.2 of this Agreement, or in the event that Applicant fails to

comply in any material way with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 10.3 or 10.4, as applicable, then District, as payment of damages for breach, shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 10.2.C on such recaptured ad valorem tax revenue. For purposes of this recapture calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Articles IV, V, and VI of this Agreement.

B. Notwithstanding Section 10.2.A, in the event that District determines that Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then Applicant shall pay to District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of District ad valorem taxes for all of the Tax Years for which a Tax Limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by Applicant to District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 10.2.C. For purposes of this liquidated damages calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

C. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, District shall first determine the base amount of recaptured taxes less all credits under Section 10.2.A owed for each Tax Year during the Tax Limitation Period. District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 10.2.A had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 10.3. LIMITED STATUTORY CURE OF MATERIAL BREACH. In accordance with the provisions of Section 313.0275 of the TEXAS TAX CODE, for any full Tax Year which commences after the project has become operational, Applicant may cure the Material Breaches of this Agreement defined in Sections 10.1.C. or 10.1.D, above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 10.1.C. or 10.1.D for the particular Tax Year of non-compliance only, Applicant may make the liquidated damages payment required by Section 313.0275(b) of the TEXAS TAX CODE, in accordance with the provisions of Section 313.0275(c) of the TEXAS TAX CODE.

Section 10.4. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has committed a material breach of this Agreement, such as making a misrepresentation in the Application, failing to Maintain Viable Presence in District as required by Section 9.1 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committing a material breach of this Agreement, District shall provide Applicant with a written notice of the facts which it believes have caused the material breach of this Agreement, and if cure is possible, the cure proposed by District. After receipt of the notice, Applicant shall be given sixty (60) days to present any facts or arguments to the Board of Trustees showing that it is not in material breach of its obligations under the Agreement, or that it has cured or undertaken to cure any such material breach. District shall send a copy of any notice of default provided to the Applicant to the Lenders; provided that the Applicant has provided contact information for such Lenders to the District. Such notice shall be sent at the same time and via the same method that such notice is sent to Applicant and no such notice of default shall be effective unless and until a copy of such notice has been delivered to such Lenders. Lenders shall have the same time and rights to timely cure any default as Applicant, and District shall accept a timely cure by Lenders as if such cure had been performed by Applicant. Applicant shall provide written notice to District as to the name and address of any Lender for such notices to be sent.

B. If the Board of Trustees is not satisfied with such response and/or determines that such breach has not been cured, then the Board of Trustees shall, after reasonable notice to Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, Applicant shall have the opportunity, together with its counsel, to be heard before the Board of Trustees in accordance with District Policy GF (LOCAL). At the hearing, the Board of Trustees shall make findings as to whether or not a material breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 10.2.A and B (net of all credits under Section 10.2.A and B), and the amount of any penalty and/or interest under Section 10.2.C that are owed to District.

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

Section 10.5. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 10.4, Applicant shall have sixty (60) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to District, in which case the District and the Applicant shall be required to make a

good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicant's receipt of notice of the Board of Trustee's determination of breach under Section 10.4, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then residing in the county where the District's central administrative office is located. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) District shall bear one-half of such mediator's fees and expenses and Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that mediation is not successful in resolving the dispute or that payment is not received before the expiration of such sixty (60) days, District shall have the remedies for the collection of the amounts determined under Section 10.2 and as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that District successfully prosecutes legal proceedings under this Section, the Applicant shall also be responsible for the payment of attorney's fees and a tax lien on Applicant's Qualified Property and Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to the attorneys representing District pursuant to Section 6.30 of the TEXAS TAX CODE.

C. In any event where a dispute between District and Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required in this Section above, either District or Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement, or undertaking made by a Party pursuant to this Agreement.

Section 10.6. LIMITATION OF OTHER DAMAGES. Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, District's damages for such a default or breach shall under no circumstances exceed the greater of either any amounts calculated under Sections 10.2 above, or the monetary sum of the difference between the payments and credits due and owing to Applicant at the time of such default and District taxes that would have been lawfully payable to District had this Agreement not been executed. In addition, District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 10.6 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 10.7. BINDING ON SUCCESSORS. In the event of a merger or consolidation of District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

Section 11.1. INFORMATION AND NOTICES.

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

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

To the District:

Silverton Independent School District
Attn: Superintendent
PO Box 608
Silverton, TX 79257
Phone #: (806) 823-2476
Fax #: (806) 823-2276
Email: todd.southard@region16.net

With a copy to:

Underwood Law Firm, P.C.
Attn: Fred Stormer
P.O. Box 9158
Amarillo, TX 79105-9158
Phone #: (806) 379-1306
Fax #: (806) 379-0316
Email: fred.stormer@uwlaw.com

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

To Applicant:

Briscoe Wind Farm, LLC
Attn: Kathryn Rasmussen
645 Madison Ave. 19th Floor
New York, NY 10022
Phone #: (212) 798-3408
Email: krasmussen@capdyn.com

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

Section 11.2. AMENDMENTS TO AGREEMENT; WAIVERS.

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

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

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

C. Any Amendment of the Agreement to add or replace Qualified Property pursuant to this Section 11.2 of this Agreement shall:

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

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

Section 11.3. ASSIGNMENT.

A. The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant’s Qualified Property and/or the Applicant’s Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District and the Comptroller and further provided that the Applicant, together with such assignee, shall be jointly and severally liable to the District for outstanding taxes or other obligations arising under this Agreement prior to the date of assignment. Upon such assignment Applicant’s assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement.

B. District agrees that Applicant may mortgage, pledge, or otherwise encumber its interest in this Agreement or Applicant’s Qualified Property to any Lender for the purpose of financing operations of Qualified Property or constructing the Qualified Property or acquiring

additional equipment following any initial phase of construction. Applicant must provide the District notice of the Mortgagee in the same form and manner as required in Section 11.1.

C. Applicant may also assign its rights and obligations under this agreement to a Lender for purposes of granting a security interest in the Agreement.

Section 11.4. MERGER. This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 11.5. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS. When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District where such Qualified Property is located shall determine the Market Value thereof and include both such Market Value and the appropriate limitation valuation under this Agreement in its appraisal records.

Section 11.6. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in state district court in the judicial district where the District's central administrative office is located.

Section 11.7. AUTHORITY TO EXECUTE AGREEMENT. Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 11.8. SEVERABILITY. If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible to effectuate the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 11.8, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority,

instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 11.9. PAYMENT OF EXPENSES. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 11.10. INTERPRETATION. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “include,” “includes” and “including” when used in this Agreement shall be deemed in such case to be followed by the phrase “, but not limited to,”. Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular, or plural, and any other gender, masculine, feminine, or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of each Party and shall not be construed for or against any Party.

Section 11.11. EXECUTION OF COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 11.12. PUBLICATION OF DOCUMENTS. The Parties acknowledge that District is required to publish the Application and its required schedules, or any Amendment thereto; all economic analyses of the proposed project submitted to District; and the approved and executed copy of this Agreement or any Amendment thereto, as follows:

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

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

C. This Section does not require the publication of information that is confidential under Section 313.028 of the Texas Tax Code.

Section 11.13. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS. Applicant shall immediately notify District in writing of any actual or anticipated change in the control or ownership of Applicant and of any legal or administrative investigations or proceedings initiated against Applicant regardless of the jurisdiction from which such proceedings originate.

Section 11.14. DUTY TO DISCLOSE. If circumstances change or additional information is obtained regarding any of the representations and warranties made by Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, Applicant's duty to disclose continues throughout the term of this Agreement.

Section 11.15. COUNTERPARTS. This Agreement may be executed in any number of counterparts and each counterpart shall represent a fully executed original as if executed by both Parties, with all such counterparts together constituting but one and the same instrument.

Section 11.16. FACSIMILE OR ELECTRONIC DELIVERY. This Agreement may be duly executed and delivered by execution and facsimile or electronic format (including portable document format (pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing person shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other executing persons, but this Agreement shall be binding on and enforceable against the executing person whether or not it delivers such original counterpart.

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 12th day of June, 2014.

BRISCOE WIND FARM, LLC

SILVERTON INDEPENDENT SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

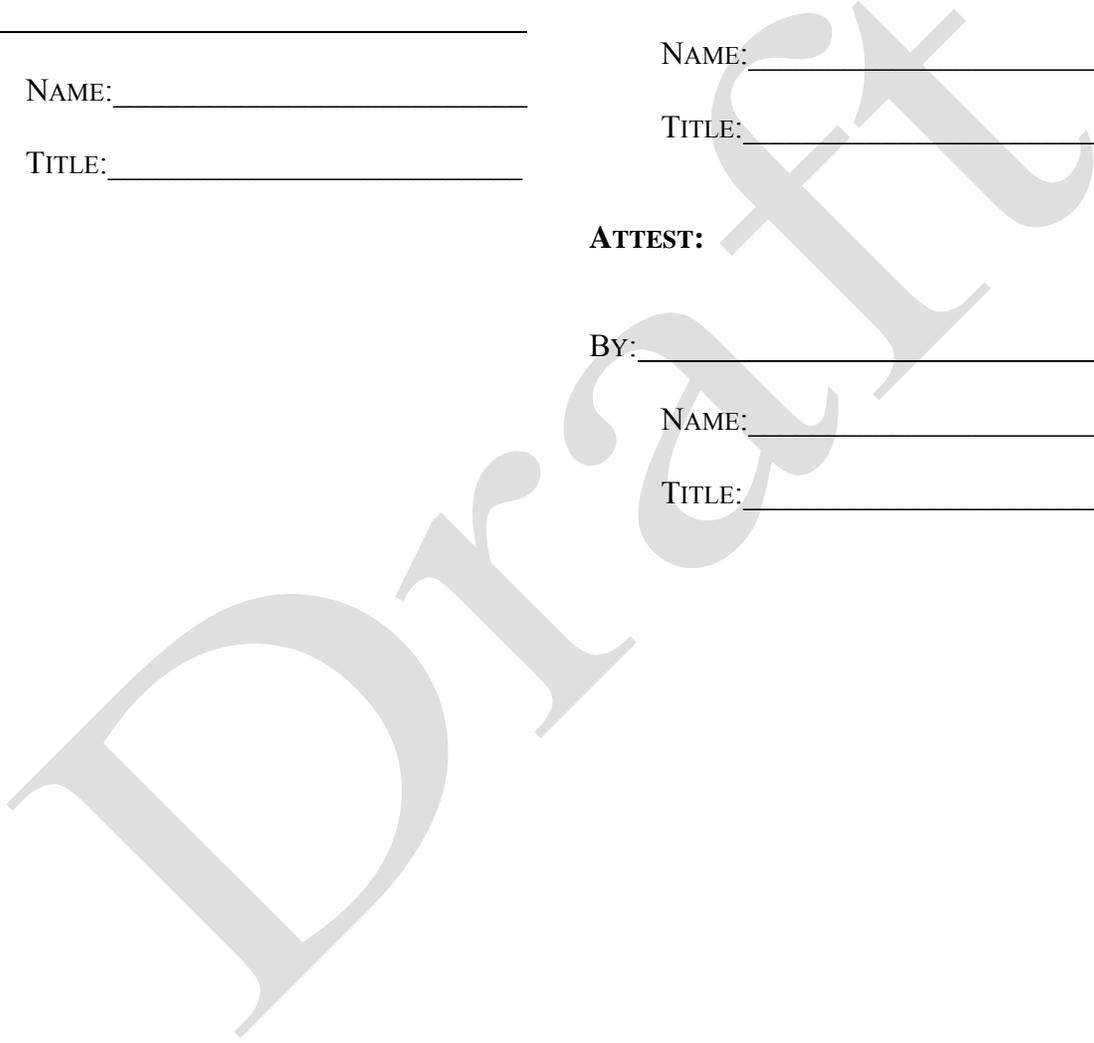


EXHIBIT 1

<u>Year of Agreement</u>	<u>Date of Appraisal</u>	<u>School Year</u>	<u>Tax Year</u>	<u>Summary Description</u>
0	January 1, 2014	2014-15	2014	No appraisal limitation.
1	January 1, 2015	2015-16	2015	No appraisal limitation.
2	January 1, 2016	2016-17	2016	No appraisal limitation.
3	January 1, 2017	2017-18	2017	\$10 million appraisal limitation.
4	January 1, 2018	2018-19	2018	\$10 million appraisal limitation. Possible tax credit for Applicant.
5	January 1, 2019	2019-20	2019	\$10 million appraisal limitation. Possible tax credit for Applicant.
6	January 1, 2020	2020-21	2020	\$10 million appraisal limitation. Possible tax credit for Applicant.
7	January 1, 2021	2021-22	2021	\$10 million appraisal limitation. Possible tax credit for Applicant.
8	January 1, 2022	2022-23	2022	\$10 million appraisal limitation. Possible tax credit for Applicant.
9	January 1, 2023	2023-24	2023	\$10 million appraisal limitation. Possible tax credit for Applicant.
10	January 1, 2024	2024-25	2024	\$10 million appraisal limitation. Possible tax credit for Applicant.
11	January 1, 2025	2025-26	2025	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.
12	January 1, 2026	2026-27	2026	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.
13	January 1, 2027	2027-28	2027	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.

EXHIBIT 2

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

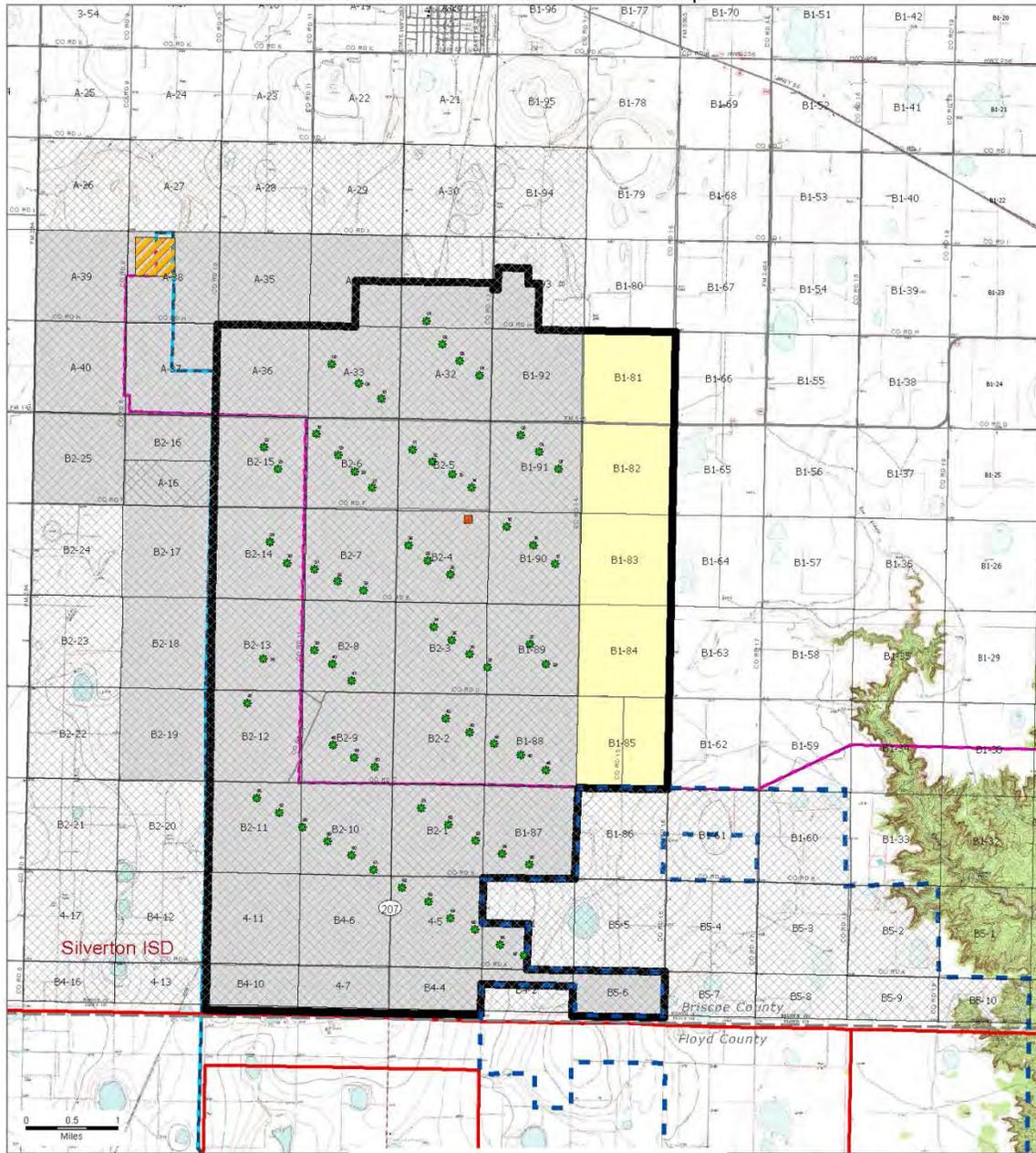
Briscoe County Commissioners Court created Briscoe County Reinvestment Zone No. 1 on July 8, 2013, and Briscoe County Reinvestment Zone No. 2 on November 8, 2013, and are more particularly described as follows:

Legal Description	Acres	County	ISD	RZ 1	RZ 2
B1, No.77, 194.5 s&e 4.45 ac, SE/4 and W/2 of Sect 32--Block A, N/2 sect. 90--B-1	990.05	Briscoe	Silverton	√	
B1, No. 40 (W/2), SW/4 & E/2 of NW/4 s&c 102 ac; B1, No. 81, all; B1, No. 14, W/2; B1, No.91, N/160.4 ac	800.40	Briscoe	Silverton	√	√ (only B1, No. 81, all)
B1 No. 92 E/2 of SE/4 and NE/4	240.00	Briscoe	Silverton	√	
B1, No. 82, E/220 of E/2 s&c 3 ac	217.00	Briscoe	Silverton		√ 14
B1, No.93, SW/4 &W/40 of S/106.66 s&c 8 ac.	192.00	Briscoe	Silverton	√	
B1, No. 27, NW/4 & N/2 of SW/4; B1, No. 82, W/101 of E/2; B1, No. 25, 200 of NW/corner, 40.12 ac of E/2 of N/400, 40.12 ac of E/2 of N/200; B1, No. 89, all	741.00	Briscoe	Silverton	√	√ (only B1, No. 82, W/101 of E/2)
B1, No. 90, S/2; B2, No.4, S/2; B2, No.3, E/160 of N/2	800.00	Briscoe	Silverton	√	
B2, No. 2 all; B2, No. 3, S/2	960.00	Briscoe	Silverton	√	
B-1, No. 84, N/2	320.00	Briscoe	Silverton		√
B-2, No. 4, N/2	320.00	Briscoe	Silverton	√	
A, No. 32, NE/4; B1, No.92, NW/4; B2, No.15, NW/4; B2, No.6 s&c 100ft. Strip of 6.89 ac (railroad)	2,240.00	Briscoe	Silverton	√	
B2, No. 9, NE/4; B1, No. 88, NW/4	320.00	Briscoe	Silverton	√	
B1, No. 83, N/2	320.00	Briscoe	Silverton		√
B1, No. 84, S/2	320.00	Briscoe	Silverton		√
B1, No. 82, W/2	320.00	Briscoe	Silverton		√
B-4,No.6, N/2; A, No. 37, NW/4; A, No. 38, S/2 of SW/4	320.00	Briscoe	Silverton	√	
B4, No. 6, N60 of N/2 of S/2; B2, No. 10, N/2	380.00	Briscoe	Silverton	√	
B4, No. 6, 100 acres out of N/2 of S/2	100.00	Briscoe	Silverton	√	
B1, No. 83, S/2	320.00	Briscoe	Silverton		√
B4, No. 12, S/2 & NE/4; B4, No. 11, all; B1, No. 87, all; B1, No. 88, S/120 of SE/4 and SW/4; B1, No. 85, SE/4; B2, No. 29, W/2	1,720.00	Briscoe	Silverton	√	√ (only B1, No. 85, SE/4)
B2,No.1, N/2 s&c W/200; B2, No. 20,	280.00	Briscoe	Silverton		

E/2; B4, No. 6, S/4				√	
B2, No. 14, E/2; B2, No. 7, s&e 12.44 ac. B2	947.56	Briscoe	Silverton	√	
A, No. 35, all; B4, No. 17, E/200 of N/2 & N/45 of E/120 of SE/4; A, No. 34, S/2 of W/2; B4, No.5, W/5/8 of S/2	200.00	Briscoe	Silverton	√	
B2, No. 1, W/200 of N/2	200.00	Briscoe	Silverton	√	
B1, No. 85, W/2; B1, No. 88, N/200 of E/2	520.00	Briscoe	Silverton	√	√ (only B1, No. 85, W/2)
B2, No. 3, all of the west side of the north half	153.00	Briscoe	Silverton	√	
B2, No. 16, N/2; B2, No. 14, 40 of SW/4; N/60 of SW/4; NW/4; B2, No. 13, N/120 of NW/4; B2, No. 12, tract out of W/part of SE/4	820.90	Briscoe	Silverton	√	
A, No. 33, SW/4	160.00	Briscoe	Silverton	√	
B4, No. 2, N/110 s&e 1 ac. NW/corner; B5, No.6, N/2	429.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of N/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of SW/4	20.00	Briscoe	Silverton	√	
20 ac, B2, No.14, N/20 of S/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 17, all; B2, No. 13, 311.2 out of section 13; B2, No. 18, 311.2 out of sec. 18	100.00	Briscoe	Silverton	√	
		Briscoe	Silverton	√	
BA, No. 33, E/2; A, No. 34, SE/4; A, No. 19, 311.28 ac., 2 tracts s&e 19.49 ac.	480.00	Briscoe	Silverton	√	
A, No. 33, N/2 of W/2; A, No. 38, S/2 of NE/4; B2, No. 24, N/2	160.00	Briscoe	Silverton	√	
482 acres of Section 91, Block B-1, Briscoe County, Texas, as described in Warranty Deed recorded in Volume 49, Page 310 .	482.00	Briscoe	Silverton	√	
B4, No. 10, N/2; B4, No. 7, N/2	640.00	Briscoe	Silverton	√	
B2, No. 9, 379 acres out of S/2 and S/2 of NW/4	379.10	Briscoe	Silverton	√	
B2, No. 8, W/2; S/180 of E/2	500.00	Briscoe	Silverton	√	
B4, No. 1, SW/4	160.00	Briscoe	Silverton	√	
B2, No. 8, N/140 of E/2, s&e 5.18 ac to BNSF	135.00	Briscoe	Silverton	√	
B2, No. 12, SW/4 and 16 ac of SW/part of NE/4	176.00	Briscoe	Silverton	√	
B2, No. 10, S/2	320.00	Briscoe	Silverton	√	

B2, No.1, S/2	320.00	Briscoe	Silverton	√	
A, No. 31, S/2	320.00	Briscoe	Silverton	√	
B4, No.4, N/2	320.00	Briscoe	Silverton	√	
B2, No. 12, NE/4 s&e 16 ac out of SW/corner; B2, No. 9, 24 ac out of N/2 of NW/4 and 6.67 ac out of W/part of S/2 of NW/4	174.67	Briscoe	Silverton	√	
B2, No.13, E/2; B2, No. 11, all	960.00	Briscoe	Silverton	√	
B2, No. 12, E/2 of NW/4	80.00	Briscoe	Silverton	√	
B2, No.12, W/2 of NW/4	80.00	Briscoe	Silverton	√	
B1, No.39; B4, No.5, N/2 & E/3/8 of S/2; G&M, No. 165, S/2, G&M, No.219, N/3/4; G&M, No 183, all; B2, No. 19, all	440.00	Briscoe	Silverton	√	
B2, No. 13, metes & bounds	116.90	Briscoe	Silverton	√	
1.93 ac B2, No. 12; 47 ac, B2, No. 9, N/2 of NW/4; 2.77 ac B2, No. 12, SE/4	51.70	Briscoe	Silverton	√	
Total Acres	22,106.28				

Briscoe Wind Farm - Silverton ISD Map



Legend

- Project Boundary
- CREZ Substation
- RES Tax Abatement Sections - Briscoe CO
- Briscoe Wind Project within RES Reinvestment Zone
- Briscoe Wind Project outside RES Reinvestment Zone
- Briscoe Wind 200MW Layout
- TX ISD Boundary
- Substation Proposed
- SharyLand Silverton
- Cross Texas 345kV
- RES Longhorn Project Boundary
- County Boundary

Briscoe Wind Farm		
Map No: 2	Map No: 2	
ISD Map w/ RES Tax Ab	AT	Jun Wind LLC 4646 Pearl East Circle Suite 200 Denver, CO 80201 Tel: +1 (303) 953-9189 Fax: +1 (303) 953-9196
1/22/2013 AT Approved		
Scale @ plan view (1" = 1/4" = 100') 68 521'		
This map depicts a possible arrangement of turbines and/or other on-site facilities. Nothing contained herein is meant to agree or otherwise constitute any agreement by Jun Wind LLC to this depiction or to proceed with the proposed project.		



Agreement for Limitation on Appraised Value
 Between Silverton ISD and Briscoe Wind Farm, LLC (App No. 353)
 June 12, 2014

Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)

EXHIBIT 3

DESCRIPTION AND LOCATION OF THE APPLICANT’S QUALIFIED INVESTMENT

All Qualified Property owned by the Applicant and located within the boundaries of both the Silverton Independent School District and the Briscoe County Reinvestment Zone Nos. 1 and 2 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the following sections of land:

Reinvestment Zone #1

Legal Description	Acres	County	ISD	RZ 1	RZ 2
B1, No.77, 194.5 s&e 4.45 ac, SE/4 and W/2 of Sect 32--Block A, N/2 sect. 90--B-1	990.05	Briscoe	Silverton	√	
B1, No. 40 (W/2), SW/4 & E/2 of NW/4 s&e 102 ac; B1, No. 14, W/2; B1, No.91, N/160.4 ac	800.40	Briscoe	Silverton	√	
B1 No. 92 E/2 of SE/4 and NE/4	240.00	Briscoe	Silverton	√	
B1, No.93, SW/4 &W/40 of S/106.66 s&e 8 ac.	192.00	Briscoe	Silverton	√	
B1, No. 27, NW/4 & N/2 of SW/4; B1, No. 25, 200 of NW/corner, 40.12 ac of E/2 of N/400, 40.12 ac of E/2 of N/200; B1, No. 89, all	640.00	Briscoe	Silverton	√	
B1, No. 90, S/2; B2, No.4, S/2; B2, No.3, E/160 of N/2	800.00	Briscoe	Silverton	√	
B2, No. 2 all; B2, No. 3, S/2	960.00	Briscoe	Silverton	√	
B-2, No. 4, N/2	320.00	Briscoe	Silverton	√	
A, No. 32, NE/4; B1, No.92, NW/4; B2, No.15, NW/4; B2, No.6 s&e 100ft. Strip of 6.89 ac (railroad)	2,240.00	Briscoe	Silverton	√	
B2, No. 9, NE/4; B1, No. 88, NW/4	320.00	Briscoe	Silverton	√	
B-4, No.6, N/2; A, No. 37, NW/4; A, No. 38, S/2 of SW/4	320.00	Briscoe	Silverton	√	
B4, No. 6, N60 of N/2 of S/2; B2, No. 10, N/2	380.00	Briscoe	Silverton	√	
B4, No. 6, 100 acres out of N/2 of S/2	100.00	Briscoe	Silverton	√	
B4, No. 12, S/2 & NE/4; B4, No. 11, all; B1, No. 87, all; B1, No. 88, S/120	1,560.00	Briscoe	Silverton		

of SE/4 and SW/4; B2, No. 29, W/2				√	
B2, No. 1, N/2 s&e W/200; B2, No. 20, E/2; B4, No. 6, S/4	280.00	Briscoe	Silverton	√	
B2, No. 14, E/2; B2, No. 7, s&e 12.44 ac. B2	947.56	Briscoe	Silverton	√	
A, No. 35, all; B4, No. 17, E/200 of N/2 & N/45 of E/120 of SE/4; A, No. 34, S/2 of W/2; B4, No. 5, W/5/8 of S/2	200.00	Briscoe	Silverton	√	
B2, No. 1, W/200 of N/2	200.00	Briscoe	Silverton	√	
B1, No. 88, N/200 of E/2	200.00	Briscoe	Silverton	√	
B2, No. 3, all of the west side of the north half	153.00	Briscoe	Silverton	√	
B2, No. 16, N/2; B2, No. 14, 40 of SW/4; N/60 of SW/4; NW/4; B2, No. 13, N/120 of NW/4; B2, No. 12, tract out of W/part of SE/4	820.90	Briscoe	Silverton	√	
A, No. 33, SW/4	160.00	Briscoe	Silverton	√	
B4, No. 2, N/110 s&e 1 ac. NW/corner; B5, No. 6, N/2	429.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of N/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 14, S/20 of SW/4	20.00	Briscoe	Silverton	√	
20 ac, B2, No. 14, N/20 of S/2 of SW/4	20.00	Briscoe	Silverton	√	
B2, No. 17, all; B2, No. 13, 311.2 out of section 13; B2, No. 18, 311.2 out of sec. 18	100.00	Briscoe	Silverton	√	
		Briscoe	Silverton	√	
BA, No. 33, E/2; A, No. 34, SE/4; A, No. 19, 311.28 ac., 2 tracts s&e 19.49 ac.	480.00	Briscoe	Silverton	√	
A, No. 33, N/2 of W/2; A, No. 38, S/2 of NE/4; B2, No. 24, N/2	160.00	Briscoe	Silverton	√	
482 acres of Section 91, Block B-1, Briscoe County, Texas, as described in Warranty Deed recorded in Volume 49, Page 310 .	482.00	Briscoe	Silverton	√	
B4, No. 10, N/2; B4, No. 7, N/2	640.00	Briscoe	Silverton	√	
B2, No. 9, 379 acres out of S/2 and S/2 of NW/4	379.10	Briscoe	Silverton	√	
B2, No. 8, W/2; S/180 of E/2	500.00	Briscoe	Silverton	√	
B4, No. 1, SW/4	160.00	Briscoe	Silverton	√	
B2, No. 8, N/140 of E/2, s&e 5.18 ac to BNSF	135.00	Briscoe	Silverton	√	
B2, No. 12, SW/4 and 16 ac of	176.00	Briscoe	Silverton	√	

Agreement for Limitation on Appraised Value
Between Silverton ISD and Briscoe Wind Farm, LLC (App No. 353)
June 12, 2014

Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)

EXHIBIT 3

SW/part of NE/4					
B2, No. 10, S/2	320.00	Briscoe	Silverton	√	
B2, No.1, S/2	320.00	Briscoe	Silverton	√	
A, No. 31, S/2	320.00	Briscoe	Silverton	√	
B4, No.4, N/2	320.00	Briscoe	Silverton	√	
B2, No. 12, NE/4 s&e 16 ac out of SW/corner; B2, No. 9, 24 ac out of N/2 of NW/4 and 6.67 ac out of W/part of S/2 of NW/4	174.67	Briscoe	Silverton	√	
B2, No.13, E/2; B2, No. 11, all	960.00	Briscoe	Silverton	√	
B2, No. 12, E/2 of NW/4	80.00	Briscoe	Silverton	√	
B2, No.12, W/2 of NW/4	80.00	Briscoe	Silverton	√	
B1, No.39; B4, No.5, N/2 & E/3/8 of S/2; G&M, No. 165, S/2, G&M, No.219, N/3/4; G&M, No 183, all; B2, No. 19, all	440.00	Briscoe	Silverton	√	
B2, No. 13, metes & bounds	116.90	Briscoe	Silverton	√	
1.93 ac B2, No. 12; 47 ac, B2, No. 9, N/2 of NW/4; 2.77 ac B2, No. 12, SE/4	51.70	Briscoe	Silverton	√	

REINVESTMENT ZONE #2

	640				√
B1, No. 81, all		Briscoe	Silverton		
B1, No. 82, E/220 of E/2 s&e 3 ac	217.00	Briscoe	Silverton		√ 14
	101.00				√
B1, No. 82, W/101 of E/2		Briscoe	Silverton		
B-1, No. 84, N/2	320.00	Briscoe	Silverton		√
B1, No. 83, N/2	320.00	Briscoe	Silverton		√
B1, No. 84, S/2	320.00	Briscoe	Silverton		√
B1, No. 82, W/2	320.00	Briscoe	Silverton		√
B1, No. 83, S/2	320.00	Briscoe	Silverton		√

	160				√
B1, No. 85, SE/4		Briscoe	Silverton	√	
B1, No. 85, W/2	320.00	Briscoe	Silverton	√	√

Draft

EXHIBIT 4

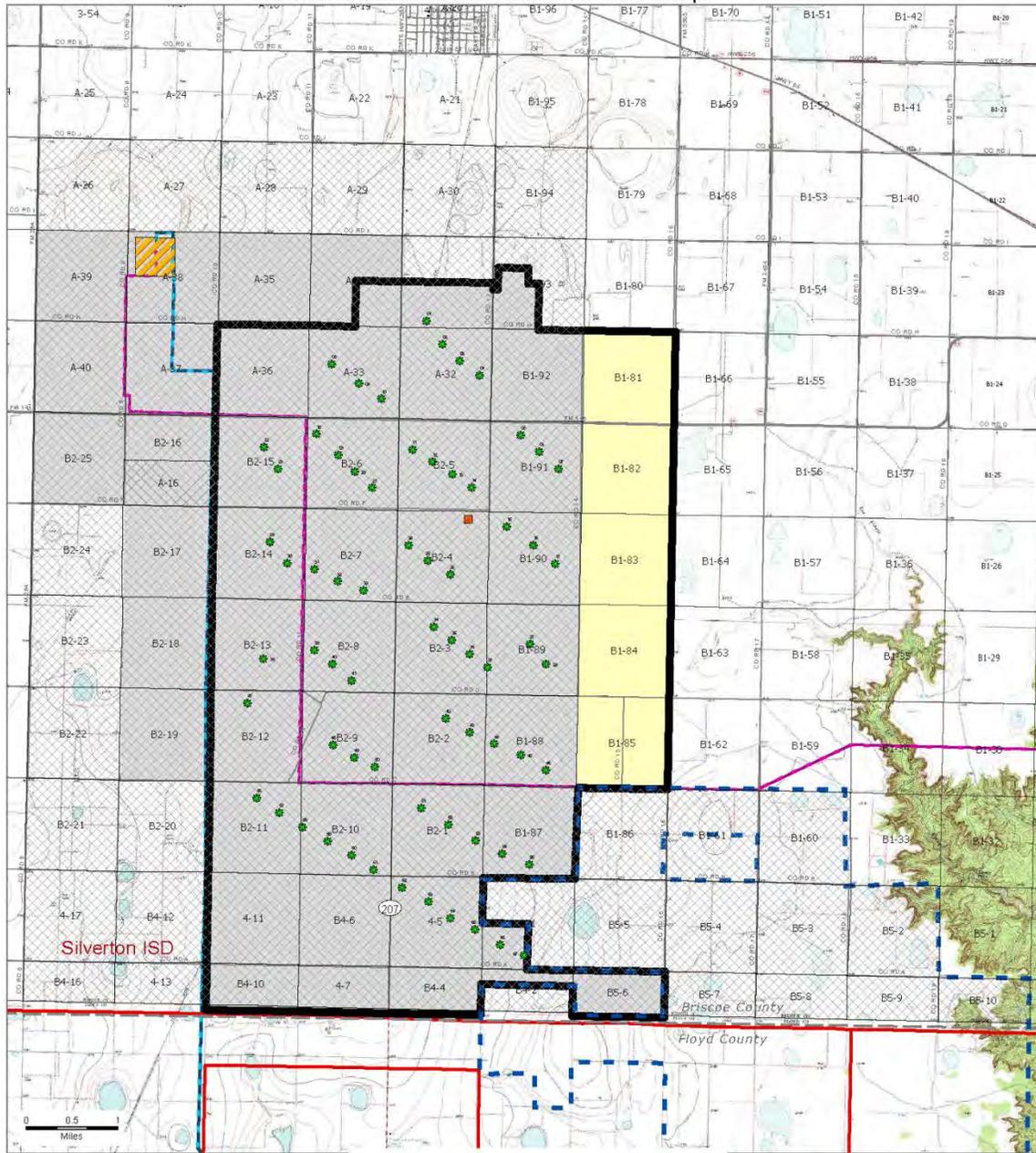
DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Briscoe Wind Farm, LLC plans to construct a 200 MW wind farm in Briscoe County. Approximately 67 wind turbines will be located in Briscoe County, all of which will be located in Silverton ISD. Turbine selection is ongoing at this time and has not been finalized. For purposes of this application, the project anticipates using 3.0 MW turbines manufactured by Acciona, although final turbine selection may change. Briscoe Wind Project is also constructing approximately 7 miles of generation transmission tie line that will connect to the Silverton Substation, a project substation, and an operations and maintenance building in Silverton ISD, all of which are specifically included as qualified property in this application.

This application covers all qualified property within Silverton ISD necessary for the commercial operations of the wind farm. Qualified Investment and qualified property includes, but is not limited to, turbines, towers, foundations, pad mounted transformers, underground collections systems, electrical substations, generation transmission tie lines, electrical interconnections, met towers, roads, operations and maintenance buildings, spare parts, and control systems necessary for commercial generation of electricity.

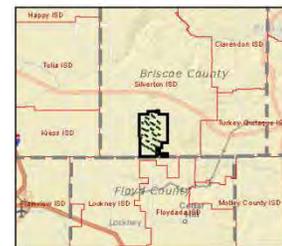
The exact placement of turbines is subject to ongoing planning, wind studies, engineering, and discussions with landowners and turbine manufacturers. The final location of turbines, transmission lines, and supporting structures will be determined before construction begins.

Briscoe Wind Farm - Silverton ISD Map



Briscoe Wind Farm		
Map No: 2	Map No: 2	
ISD Map w/ RES Tax Ab	AT	Jun Wind LLC 4646 Pearl East Circle Suite 200 Denver, CO 80201 Tel: +1 (303) 953-9189 Fax: +1 (303) 953-9196
dated	12/22/2013	
signed		
approved		
Scale @ plan view (1" = 100') 66321		
This map depicts a possible arrangement of turbines and/or meteorological towers. Nothing contained herein is meant to agree or otherwise constitute any legal agreement between the parties hereto.		

- Legend**
- Project Boundary
 - CREZ Substation
 - RES Tax Abatement Sections - Briscoe CO
 - Briscoe Wind Project within RES Reinvestment Zone
 - Briscoe Wind Project outside RES Reinvestment Zone
 - Briscoe Wind 200MW Layout
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 June 12, 2014

Texas Economic Development Act Agreement
 Comptroller Form 50-286 (January 2014)

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



June 5, 2014

Todd Southard
Superintendent
Silverton Independent School District
700 Loretta St.
Silverton, Texas 79257

Re: Agreement for Limitation on Appraised Value of Property for School District
Maintenance and Operations Taxes by and between Silverton Independent School
District and Briscoe Wind Farm, LLC

Dear Superintendent Southard:

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

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

If you need additional information or have questions, please contact me at (512) 463-3973.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. B. Wood".

Robert B. Wood
Director
Economic Development & Analysis

cc: Audie Sciumbato, Underwood Law Firm, PC
Eric Simons, juwi Wind, LLC
Monty Humble, Brightman Energy, LLC



November 19, 2013

Mr. Todd Southard, Superintendent
Silverton Independent School District
700 Loretta Street
Silverton, Texas 79257

Re: Chapter 313 Job Waiver Request

Dear Mr. Southard:

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

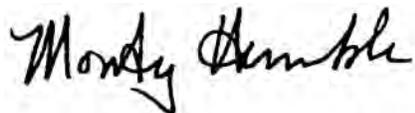
Briscoe Wind Project, LLC requests that the Silverton Independent School District make such a finding and waive the job creation requirement for 10 permanent jobs. In line with industry standards for job requirements, Briscoe Wind Project, LLC has committed to create 7 total jobs for the project, of which 2 will be in Silverton ISD.

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

The industry standard for employment is typically one full-time employee for approximately every 15 turbines. This number may vary depending on the operations and maintenance requirements of the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the project. In addition to the onsite

employees, there may be managers or technicians who support the project from offsite locations.

Respectfully,

A handwritten signature in black ink that reads "Monty Humble". The signature is written in a cursive style with a large, prominent 'M' and 'H'.

Monty Humble
Managing Director

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
SILVERTON INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of Silverton Independent School District (“the District”) does hereby make the following resolution regarding a pending application by Briscoe Wind Farm, LLC (“Briscoe Wind”) for a limitation on appraised value agreement under Texas Tax Code, Chapter 313:

WHEREAS, on or about October 22, 2013, Briscoe Wind submitted to the District an application under Texas Code, Chapter 313 (the “Application”) for a limitation on appraised value agreement (“Agreement”), which was deemed complete by the District on November 11, 2013; and

WHEREAS, on or about November 11, 2013, the Application was submitted to the Texas Comptroller; and,

WHEREAS, on or about November 25, 2013, the Texas Comptroller issued a letter deeming the Application complete, advising that it would move forward with its economic impact evaluation, and triggering the effective filing date of the Application; and

WHEREAS, Texas Tax Code § 313.025(b) requires the Board approve or disapprove an application before the 151st day after the date the application is deemed complete by the Comptroller (the “Deadline”), unless the Comptroller’s economic impact evaluation has not been received or an extension is agreed to by the Board and the applicant; and,

WHEREAS, due to ongoing negotiations with Briscoe Wind, it is likely the Agreement will not be approved by the Comptroller in time for the Board to issue its Findings of Fact, and approve and execute such an Agreement before the Deadline; and,

WHEREAS, on March 12, 2014, Briscoe Wind submitted a request to the District to extend the Deadline, a copy of which is attached here to as Exhibit “A.”

NOW BE IT THEREFORE RESOLVED, that the statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof, and that it is in the District’s best interest to extend the Deadline as requested, and

BE IT FURTHER RESOLVED, that Board of Trustees finds that it is in the best interest of the District to grant Briscoe Wind’s request, and extend the Deadline for an additional sixty (60) days in order to complete negotiations and allow the Comptroller sufficient time to review and approve the Agreement of the parties; and,

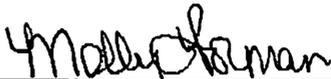
BE IT FURTHER RESOLVED, the superintendent is directed to provide notice to
Briscoe Wind of the Board's decision to grant its request.

Passed and approved by the Silverton Independent School District Board of Trustees on this
20th day of March, 2014.

Silverton Independent School District



By: President of the Board of Trustees



By: Secretary of the Board of Trustees

EXHIBIT A

CapitalDynamics 

March 12, 2014

Todd Southard, Superintendent
Silverton ISD
PO Box 608
Silverton, TX 79257

via email: todd.southard@region16.net

Re: Request for Extension to consider 313 Application

Dear Mr. Southard,

Due to ongoing negotiations regarding the terms of the Limitation on Appraised Value Agreement (the "LAVA"), we do not believe that the LAVA with Briscoe Wind Farm, LLC will be approved by the Comptroller in time for the parties to execute the LAVA within the 151 day deadline imposed by Texas Tax Code Chapter 313, Section 313.025(b). Accordingly, we ask that Silverton ISD extend that deadline by no less than 60 days.

Thank you for your consideration.

Sincerely,



Karl Olsoni
Managing Director

Capital Dynamics, Inc.

645 Madison Avenue, 19th Floor
New York, NY 10022

Phone +1 212 708 3400
Fax +1 212 708 3499

info@capdynamics.com



Silverton

Independent School District



March 21, 2014

Karl Olsoni, Managing Director
Capital Dynamics
645 Madison Ave., 19th Floor
New York, New York 10022

Re: Request for Extension on Application of Cedar Cap Wind, LLC
For a Limited Assessed Valuation Agreement

Dear Mr. Humble:

Please be advised that at a properly called meeting of the Silverton Independent School District Board of Trustees on March 20, 2014, the Board took action on the request for an extension to consider the application of Briscoe Wind Farm, LLC for a Limited Assessed Valuation Agreement with Silverton ISD. The District approved the request, and has granted the extension on the application up to an additional 60 day period (*i.e.*, Tuesday, June 24, 2014). See enclosed copy of the Resolution granting the extension. The Board's action will be reflected in the Minutes of this meeting.

If you have any further questions concerning your extension, please do not hesitate to contact me or Fred Stormer at the Underwood Law Firm. Thank you for your cooperation in this matter.

Sincerely,



Todd Southard, Superintendent

cc: Monty Humble, Managing Director [Via email: mhumble@brightmanenergy.com](mailto:mhumble@brightmanenergy.com)
Brightman Energy, LLC

Matt Heck, Senior Project Developer
juwi Wind, LLC

[Via email: m.heck@juwi.com](mailto:m.heck@juwi.com)