

Dale County Commission

Commission Meeting Minutes - May 8, 2018

The Dale County Commission convened in a regular session Tuesday, May 8, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 11:00 am. Commissioner McKinnon opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

AWARDS, PRESENTATIONS, AND PROCLAMATIONS

May, 2018 was proclaimed Community Action Month.

Corrections Officer, Jimmy Peters, was recognized for his completion of the NIJO program.

APPROVED – MEMORANDUM OF WARRANTS AND MINUTES

Commissioner McKinnon made a motion to approve the following:

1. Memorandum of Warrants:
 - Payroll check numbers 154458-154461.
 - Payroll direct deposit numbers 27155-27287.
 - Accounts Payable check numbers 79757-79959.
2. Minutes of Commission Meeting April 10, 2018.
3. Minutes of Commission Meeting April 24, 2018.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – 2018-2019 ACCA LEGISLATIVE COMMITTEE

Commissioner Gary made a motion to approve Commissioner Steve McKinnon as the 2018-2019 legislative committee member for Dale County Commission.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - 2018 COUNTYWIDE CHIP SEAL - CONTRACT LABOR

Commissioner McKinnon made a motion to approve contract labor in the amount of \$6,624.00 for the 2018 Countywide Chip Seal project.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – ADDENDUM TO PERSONNEL POLICIES

Commissioner McKinnon made a motion to approve the posting of the addendum to the Personnel Policies and Procedures Handbook (see Exhibit 1).

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Carroll made a motion to approve the following:

1. Michael German – Change of Status.
2. Adam Bruhn and Scott Spurlock – Promotion.

Commissioner McKinnon seconded the motion, all voted aye. Motion carried.

APPROVED – ABATEMENTS

Commissioner McKinnon made a motion to approve the following abatements (see Exhibit 2):

1. Project Camellia: \$90M project. A 50% abatement on County ad valorem taxes excluding all school taxes.
2. Project Pinckard: \$90M project. A 50% abatement on County ad valorem taxes excluding all school taxes.

Commissioner Gary seconded the motion, all voted aye. Motion carried.


ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday May 22, 2018 at 10:00 a.m.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Chairman Blankenship made a motion to adjourn the meeting.
Commissioner McKinnon seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Mark Blankenship, Commission Chairman

ADDENDUM

Dale County Commission

Personnel Policies and Procedures Handbook

May 02, 2018

Changes are in Bold

Purpose of Addendum: To correct start date of County Paid Life Insurance.

SECTION XI COMPENSATION AND BENEFITS

PART B BENEFITS

No. 3 EMPLOYEE INSURANCE PROGRAM

c.

Presently Reads:

Each eligible employee is automatically covered by a life insurance policy. The County will pay the policy premiums.

Change:

Each eligible employee will covered by a life insurance policy effective the first of the month after hire date. The County will pay the policy premiums.

RESOLUTION NO. 2018 - 05 - 08 - 1

BE IT RESOLVED by the County Commission of **DALE COUNTY, ALABAMA** (the "Commission"), as follows:

Section 1. The Commission does hereby find, declare and ascertain as follows: that PINCKARD SOLAR LLC, a Delaware limited liability company (herein called the "Company"), is considering the acquisition, development, equipping, and installation of an up to 100 MWac new solar photovoltaic generating facility located wholly within Dale County, Alabama (the "County"), and located partially within the corporate limits of the Town of Pinckard, Alabama (the "Town") and partially within the police jurisdiction of the Town, on that certain parcel of approximately 700 acres (the "Project"); that the Project would promote trade and commerce in the State of Alabama (the "State"), and in the County; that in order to induce the Company to acquire, develop, equip, and install the Project, it is desirable and appropriate for the Commission to offer to abate certain sales, use, and ad valorem taxes imposed by the State and the County with respect to the Project, pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), as provided in the "Application to Local Granting Authority for Abatement of Taxes" presented to the meeting at which this resolution is adopted (such application is attached hereto as **Exhibit "A"** and made a part of this resolution as if fully and completely set forth herein); that the Town has granted certain tax abatements imposed by the Town with respect to the Project by a resolution passed on November 7, 2017, a copy of which is attached hereto as **Exhibit "B"** and made a part of this resolution as if fully and completely set forth herein; and that in order to induce the Company to move forward with the Project, it is desirable and appropriate for the Commission to grant said tax abatements.

Section 2. Pursuant to the provisions of the Tax Abatement Act, the Commission hereby grants to the Company abatements of all Construction Related Transaction Taxes imposed by the State and, to the extent the County's Construction Related Transaction Taxes become abatable, 25% of such Construction Related Transaction Taxes imposed by the County associated with the Project to the fullest extent allowed under the Tax Abatement Act and abatements of all

Noneducational Ad Valorem Taxes imposed by the State and 50% of Noneducational Ad Valorem Taxes imposed by the County for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms “Construction Related Transaction Taxes” and “Noneducational Ad Valorem Taxes” shall have the same meaning herein as in the Tax Abatement Act.

Section 3. In order to induce the Company to acquire, develop, equip, and install the Project in the County, the Chairman of the Commission is hereby authorized to execute and deliver, for and in the name and behalf of the Commission, a so-called “Tax Abatement Agreement,” to provide for the abatements granted in Section 2 above between the County and the Company in substantially the form presented to the meeting at which this resolution is adopted (which form is attached hereto as **Exhibit “C”** and made a part of this resolution as if fully and completely set forth herein) with such changes, not inconsistent with the provisions hereof, as the Chairman of the Commission shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution and the County Administrator is hereby authorized to affix the seal of the Commission to said Tax Abatement Agreement and to attest the same.

Section 4. General Authorization. The Chairman of the Commission and the County Administrator are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and their signatures thereon shall be conclusive evidence of the due exercise of this authority.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 6. Contract. The terms of this resolution shall be deemed a contract with the Company, and may not be rescinded or amended by the Commission without the express, written consent of the Company.

DONE on the 8 day of MAY, 2018.



Chairman of the County Commission

ATTEST:


County Administrator

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective this 8 day of May, 2018, between DALE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and PINCKARD SOLAR LLC, a Delaware limited liability company (the "Company").

RECITALS:

WHEREAS, in order to promote local industrial and commercial development, the Company proposes to acquire, develop, equip, and install an up to 100 MWac new solar photovoltaic generating facility (the "Project") located wholly within Dale County, Alabama, and located partially within the corporate limits of the Town of Pinckard, Alabama (the "Town") and partially within the police jurisdiction of the Town, on that certain parcel of approximately 700 acres as more particularly described in **Exhibit "A"** attached hereto (the "Project Site"); and

WHEREAS, the Company has requested that the County grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), and filed the related Application to Local Granting Authority for Abatement of Taxes (the "Application"), a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the Project is located within the jurisdiction of the County, and the County has determined that the Company should be granted certain tax abatements provided under the Tax Abatement Act in order to encourage, and as additional incentive to, the Company to undertake the Project in the County's jurisdiction; and

WHEREAS, the Town has granted certain tax abatements imposed by the Town with respect to the Project by a resolution passed on November 7, 2017, a copy of which is attached hereto as **Exhibit "C"**; and

WHEREAS, the County has performed a cost/benefit analysis and concluded that it is to the advantage of the public that tax abatements be granted in accordance with this Agreement.

NOW, THEREFORE, in consideration of the respective agreements on the part of the County and the Company herein contained, the County and the Company do hereby agree as follows:

Section 1 The Company hereby makes the following representations and warranties with respect to the Project:

a) The amount to be invested by the Company in the acquisition, development, equipping, and installation of the Project is projected to be \$90,000,000 within the County's jurisdiction. The County acknowledges that this is only a good faith estimate and shall not be binding on the Company.

b) The Company expects that it will initially employ two individuals with respect to the Project, with a total annual payroll of approximately \$100,000. In Year 1, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$102,500 and does not expect to employ any additional individuals with respect to the Project; in Year 2, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$105,063 and does not expect to employ any additional individuals with respect to the Project; and in Year 3, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$107,689 and does not expect to employ any additional individuals with respect to the Project. The County acknowledges that these are only good faith estimates and shall not be binding on the Company.

c) No part of the Project consists of repairs, maintenance, renovations, remodeling or rebuilding with respect to existing property of the Company or replacement of existing equipment owned by the Company.

d) No part of the Project has been placed in service in Alabama by the Company or by a person who is a related party, as defined in 26 U.S.C. § 267, with respect to the Company prior to the execution and delivery of this Agreement.

e) The acquisition, development, equipping, and installation of the Project will constitute "private use industrial property" within the meaning of the Tax Abatement Act.

f) The Project conducts trade or business as described under the definition of "Renewable Energy Facility" in Section 40-9B-3(a)(22) of the Tax Abatement Act.

Section 2 Abatements. The County hereby grants the Company abatements of all Construction Related Transaction Taxes imposed by the State of Alabama (the "State") and, to the extent the County's Construction Related Transaction Taxes become abatable, 25% of such Construction Related Transaction Taxes imposed by the County associated with the Project to the fullest extent allowed under the Tax Abatement Act and abatements of all Noneducational Ad Valorem Taxes imposed by the State and 50% of Noneducational Ad Valorem Taxes imposed by the County for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Construction Related Transaction Taxes" and "Noneducational Ad Valorem Taxes" shall have the same meaning herein as in the Tax Abatement Act. As a basis for the abatements granted by the County, the County hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

a) The estimated amount of the abatement applicable to the Company's investment in the Project is as follows:

- i) Construction Related Transaction Taxes: \$900,000.
- ii) Noneducational Ad Valorem Taxes: \$1,668,870.

b) The estimates of tax abatements contained in this Section 2 are estimates and not restrictions or limitations. It is the intent of this Agreement, and the County, that the abatements be granted to the Company in accordance with the opening paragraph of Section 2 whether or not such abatements exceed the estimated amounts above and whether or not ownership of the Project is vested in the Company for common law purposes, for federal income tax purposes, or for any other tax purposes.

c) The parties hereto hereby acknowledge that the Project may include manufacturing equipment not currently accounted for in this Agreement and whose ownership has not yet been determined and that, in order to account for such investment, the parties hereto may seek an amendment to this Agreement and the related abatement documents at a future date.

Section 3 Future Tax Changes: The abatements granted to the Company by the County in this Agreement extend to any future noneducational ad valorem taxes. Thus, if any additional noneducational ad valorem taxes are levied by any municipality, county, state, or other governmental entity to which the Company would otherwise be subject, then as provided in this Agreement, the Company shall receive an abatement from such taxes. The abatements granted by the County shall continue in effect notwithstanding any annexation, any de-annexation, or any re-annexation by any municipality and any inclusion, any exclusion, or any re-inclusion in the police jurisdiction of any municipality. Moreover, upon any annexation by any municipality or inclusion within the police jurisdiction of any municipality, the Project will be abated from any taxes of such municipality to the maximum extent permitted by the Tax Abatement Act. The Company will remain liable for any ad valorem taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under applicable law.

Section 4 The Company represents and warrants to the County as follows:

a) that the granting of the tax abatements herein granted by the County will assist the Company in establishing the Project;

b) that it is being induced, in part, to arrange for and proceed with the acquisition, development, equipping, and installation of the Project in reliance on the undertakings of the County herein contained;

c) that the Company is organized and formed under the laws of the State of Delaware, is in good standing under its certificate of formation and the laws of said state and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement;

d) the execution and delivery of this Agreement on its part has been duly authorized by all necessary action; and

e) that it is qualified to do business in Alabama.

Section 5 The County represents and warrants to the Company as follows:

- a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement;
- b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the County; and
- c) the Project is located within the County's jurisdiction for granting the tax abatements provided in Section 2.

Section 6 Successors and Assigns.

a) To the extent permitted by the Tax Abatement Act: (i) this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; (ii) the Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its respective rights, privileges, interests, and obligations hereunder to another person or legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge the Company from primary liability for all obligations assumed by the Company under this Agreement; and (iii) the tax abatements herein granted shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an "industrial or research enterprise," as such term is defined in the Tax Abatement Act, including, without limitation, any developer/lessor, any leasing company, and any affiliate of the Company (e.g. a landlord), to the same extent that such abatements would have been realized by the Company had it continued to own the Project or such portion thereof.

b) In the event the Company desires to assign all or any of its rights hereunder, the County hereby consents to such assignment in advance and agrees that the assignee(s) shall be fully entitled to such abatements as if the same had been granted to such assignee(s) directly by the County. Further, the County agrees to cooperate with the Company and any assignee(s) in order to facilitate such assignment and the County will execute such documents as may be necessary or requested by the Company and/or any assignee(s) including, without limitation, any necessary amendments hereto, so that the tax abatements granted herein to the Company may be transferred and or allocated, in whole or in part, in order and to the extent necessary to allow the Company and any assignee(s) the full benefit of such tax abatements.

Section 7 Title to Property. To the extent permitted by the Tax Abatement Act, the abatements provided for in this Agreement shall be effective for, and apply to, the Project and the Company regardless of whether ownership of the real and personal property constituting the Project is deemed to be (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Company; a parent or subsidiary corporation of the Company or any other entity affiliated with the Company; the County; the State Industrial Development Authority; a lender of funds to the Company or any lessor holding title to any portion of the Project; any receiver, trustee, or other fiduciary on behalf of the Company and/or

any affiliate of the Company or its creditors; any trustee in bankruptcy or debtor-in-possession of the Company and/or its affiliates; a Project contractor or subcontractor; or a Project vendor.

Section 8 Notifications of Abatement. The Company shall cause to be filed all notifications required under the Tax Abatement Act as a result of the abatements granted in Section 2, including notification of the Alabama Department of Revenue, as required pursuant to Sections 40-9B-5(d) of the Tax Abatement Act.

Section 9 Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the County agrees to take necessary steps and actions to insure that the Company receives the abatement of taxes set forth in this Agreement. Further, neither the County nor the Company will take any actions which would undermine or circumvent the intent of this Agreement.

Section 10 Amendment in Writing. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Section 11 Severability. All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.


Section 12 Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

Section 13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.


Section 14 Effective Date. This Agreement shall become effective immediately upon its execution in full by the County and the Company.

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in their respective names effective as of the date first set above.

DALE COUNTY, ALABAMA

By: 
Name: Mark Blankenship
Title: Chairman

ATTEST:

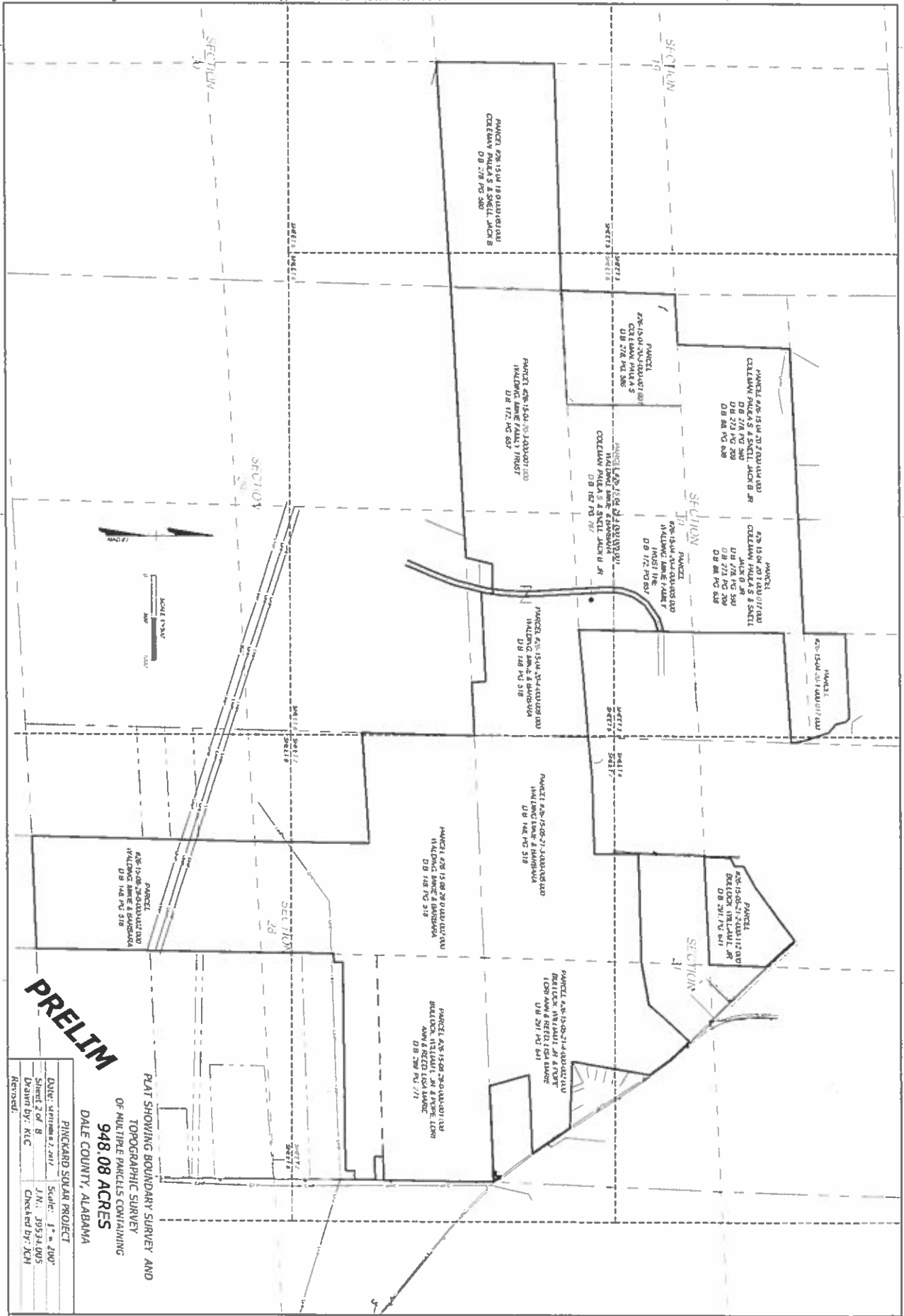
By: 
Name: Cheryl Gandy
Title: Administrator

PINCKARD SOLAR LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE



PRELIM

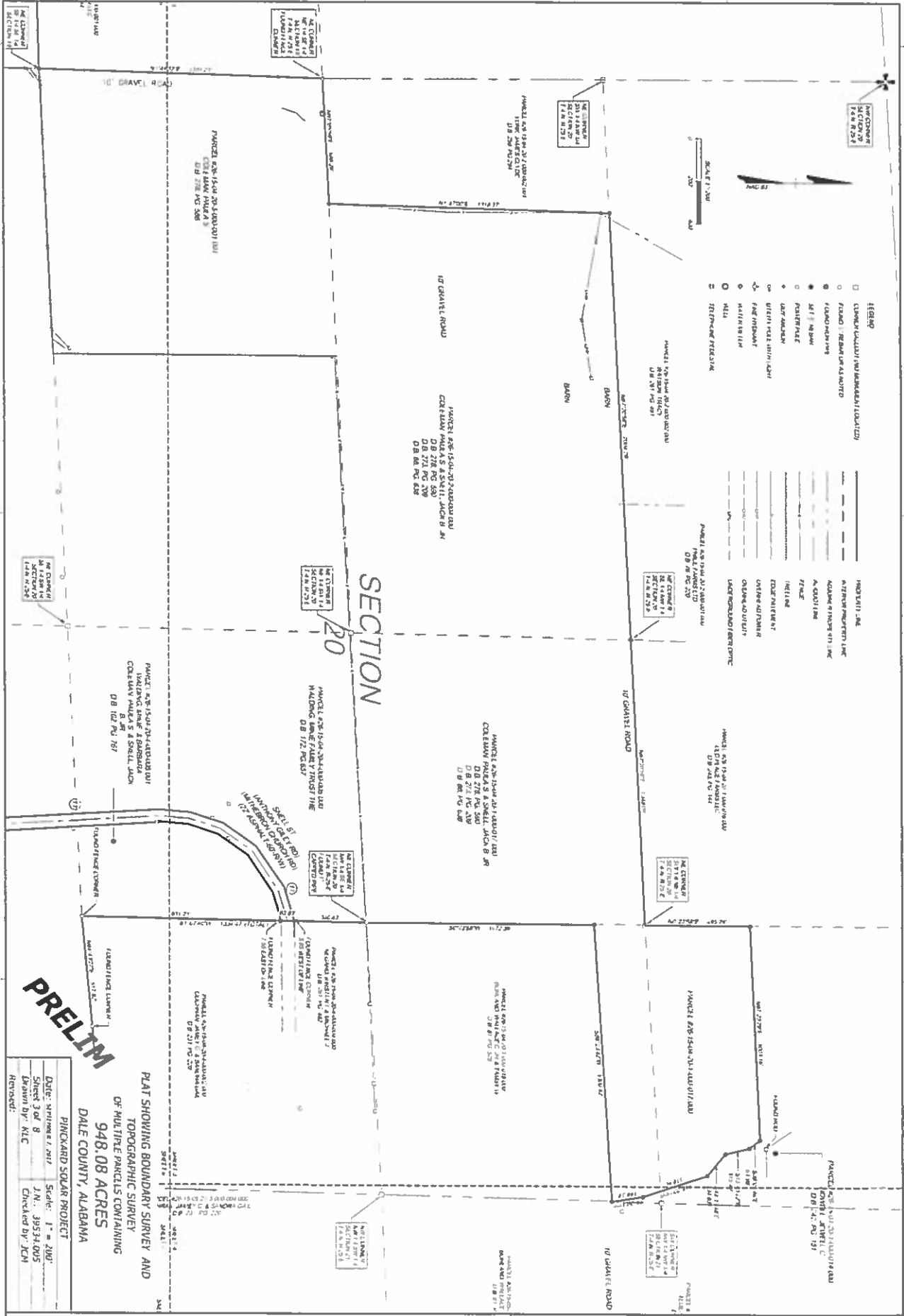
PLAT SHOWING BOUNDARY SURVEY AND
 TOPOGRAPHIC SURVEY
 OF MULTIPLE PARCELS CONTAINING
948.08 ACRES
 DALE COUNTY, ALABAMA

DATE: 10/13/2017	SCALE: 1" = 200'
SHEET 2 OF 8	DRAWN BY: KJC
DATE: 10/13/2017	CHECKED BY: KJC
DATE: 10/13/2017	REVISION:

TIMMONS GROUP

THIS DRAWING PROPERTY IS THE
 PROPERTY OF
 TIMMONS GROUP, INC.

THIS DRAWING PROPERTY IS THE
 PROPERTY OF
 TIMMONS GROUP, INC.



NO CLAIMED SECTION 20 PAR 8 2017

NO CLAIMED SECTION 20 PAR 8 2017

NO CLAIMED SECTION 20 PAR 8 2017

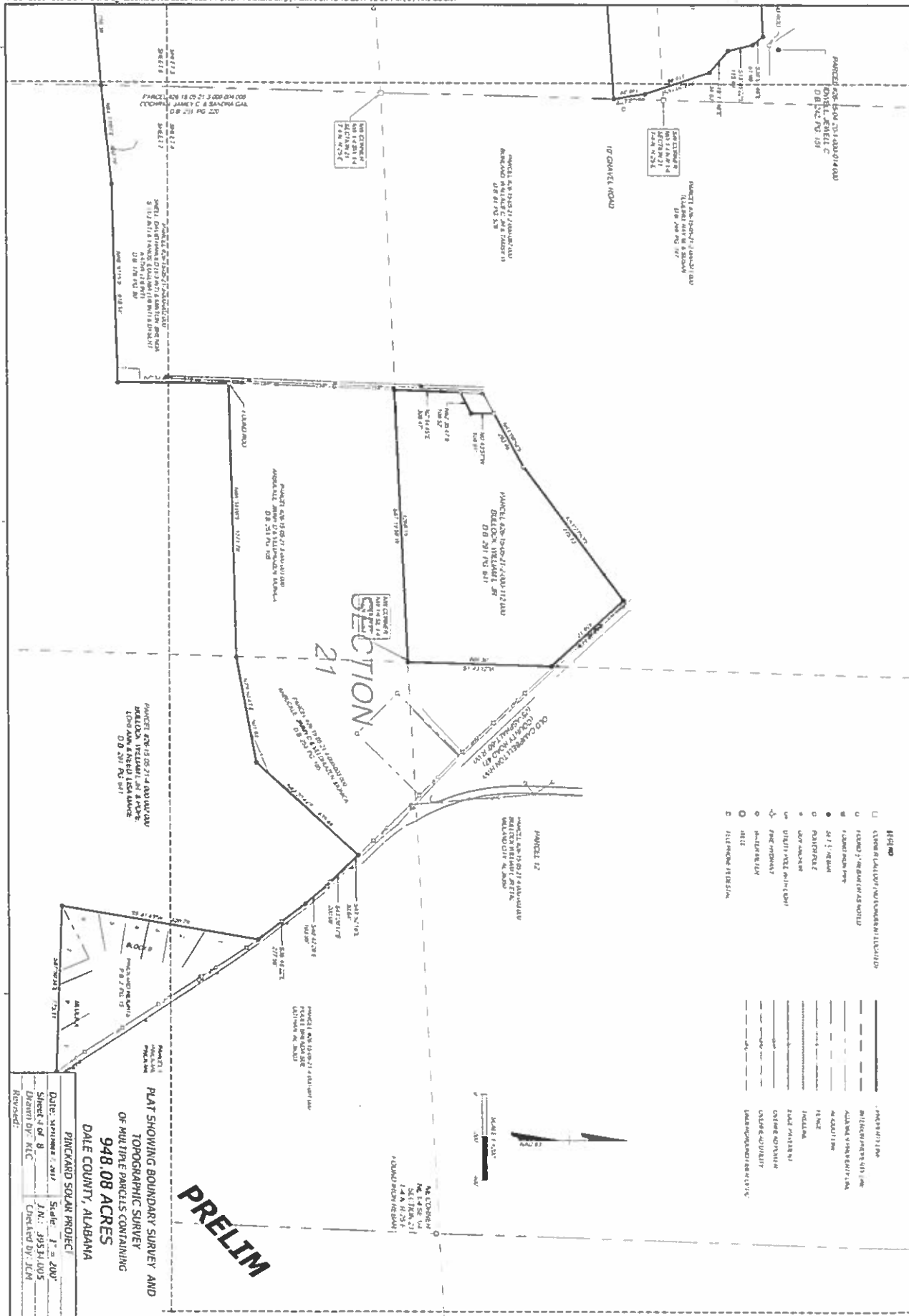
NO CLAIMED SECTION 20 PAR 8 2017

PRELIM

PLAT SHOWING BOUNDARY SURVEY AND
TOPOGRAPHIC SURVEY
OF MULTIPLE PARCELS CONTAINING
948.08 ACRES
DALE COUNTY, ALABAMA

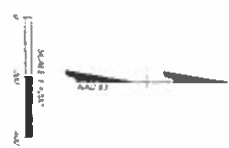
PINCKARD SOLAR PROJECT

Date: November 2, 2017 Scale: 1" = 200'
Sheet 3 of 8 J.N.: 39534-005
Drawn by: KJC Checked by: JCM
Revised:



SECTION 21

- LEGEND**
- EASEMENT (DUAL USE) (NOT CONVEYED) (1/20/2010)
 - 1/2" RADIUS CURVE
 - 1/4" RADIUS CURVE
 - 3/4" RADIUS CURVE
 - 1" RADIUS CURVE
 - 2" RADIUS CURVE
 - 4" RADIUS CURVE
 - 6" RADIUS CURVE
 - 8" RADIUS CURVE
 - 10" RADIUS CURVE
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 - 100" RADIUS CURVE



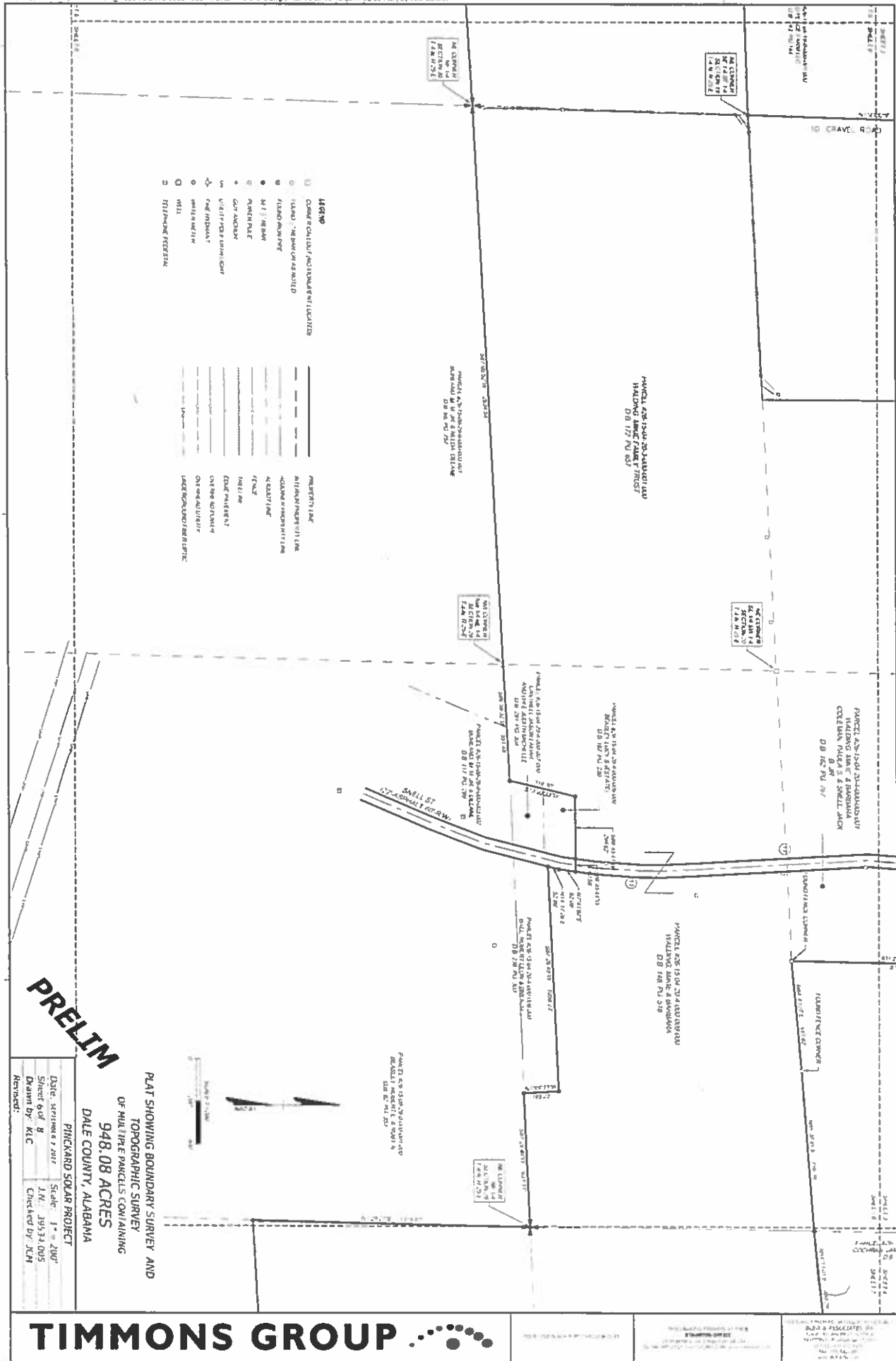
PLAT SHOWING BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY OF MULTIPLE PARCELS CONTAINING 948.08 ACRES DALE COUNTY, ALABAMA

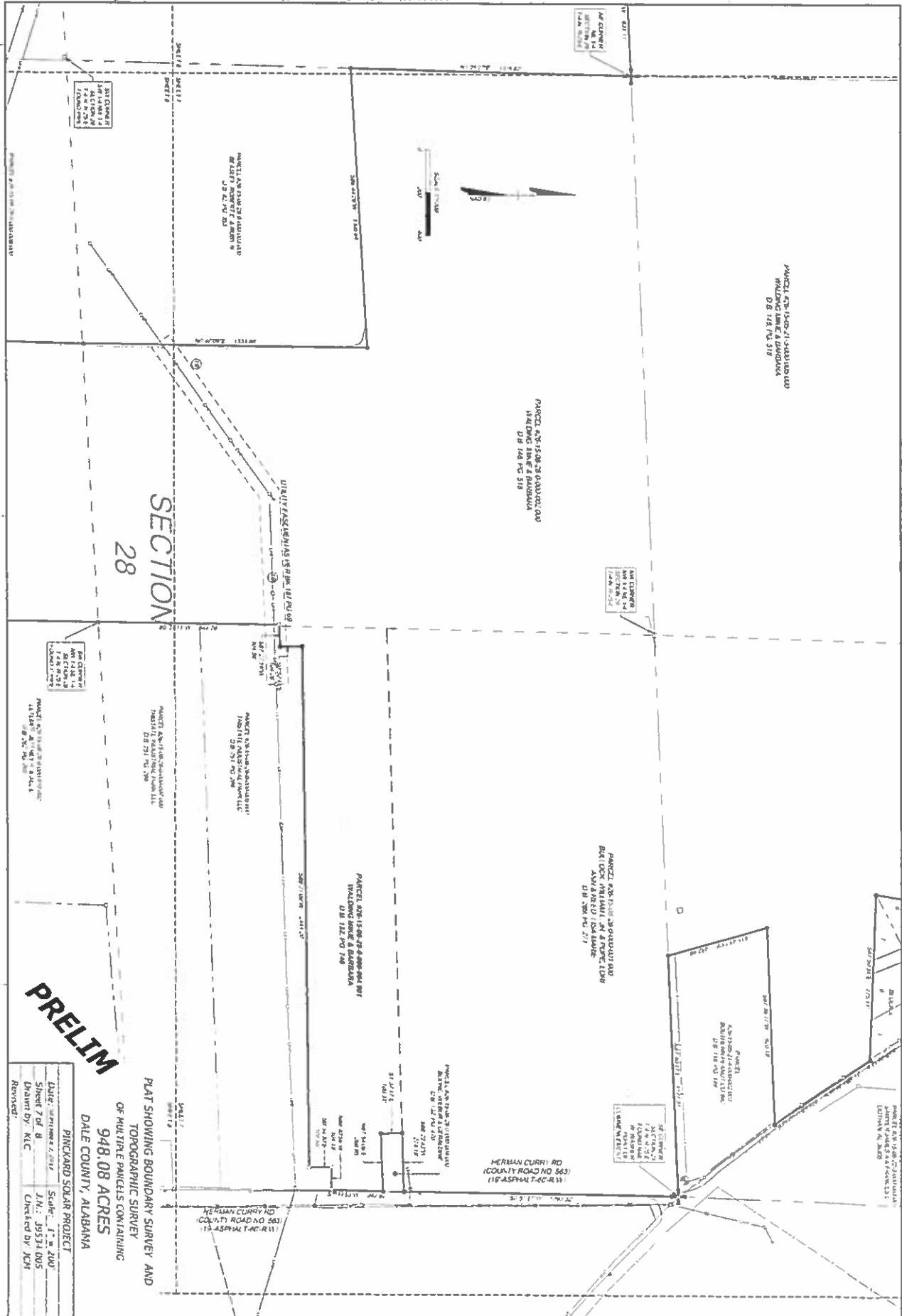
PINCKARD SOLAR PROJECT

Date: September 2017
 Sheet: of 8
 Drawn by: ALC
 Checked by: JCM

Scale: 1" = 40'
 Date: 09/21/2017
 Checked by: JCM

PRELIM





SECTION 28

PRELIM

PLAT SHOWING BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY OF MULTIPLE PARCELS CONTAINING 948.08 ACRES DALE COUNTY, ALABAMA PINCKARD SOLAR PROJECT

Date: 08/14/2017	Scale: 1" = 400'
Sheet 7 of 8	J.N.: 39534 005
Drawn by: KRC	Checked by: KCH
Revised:	

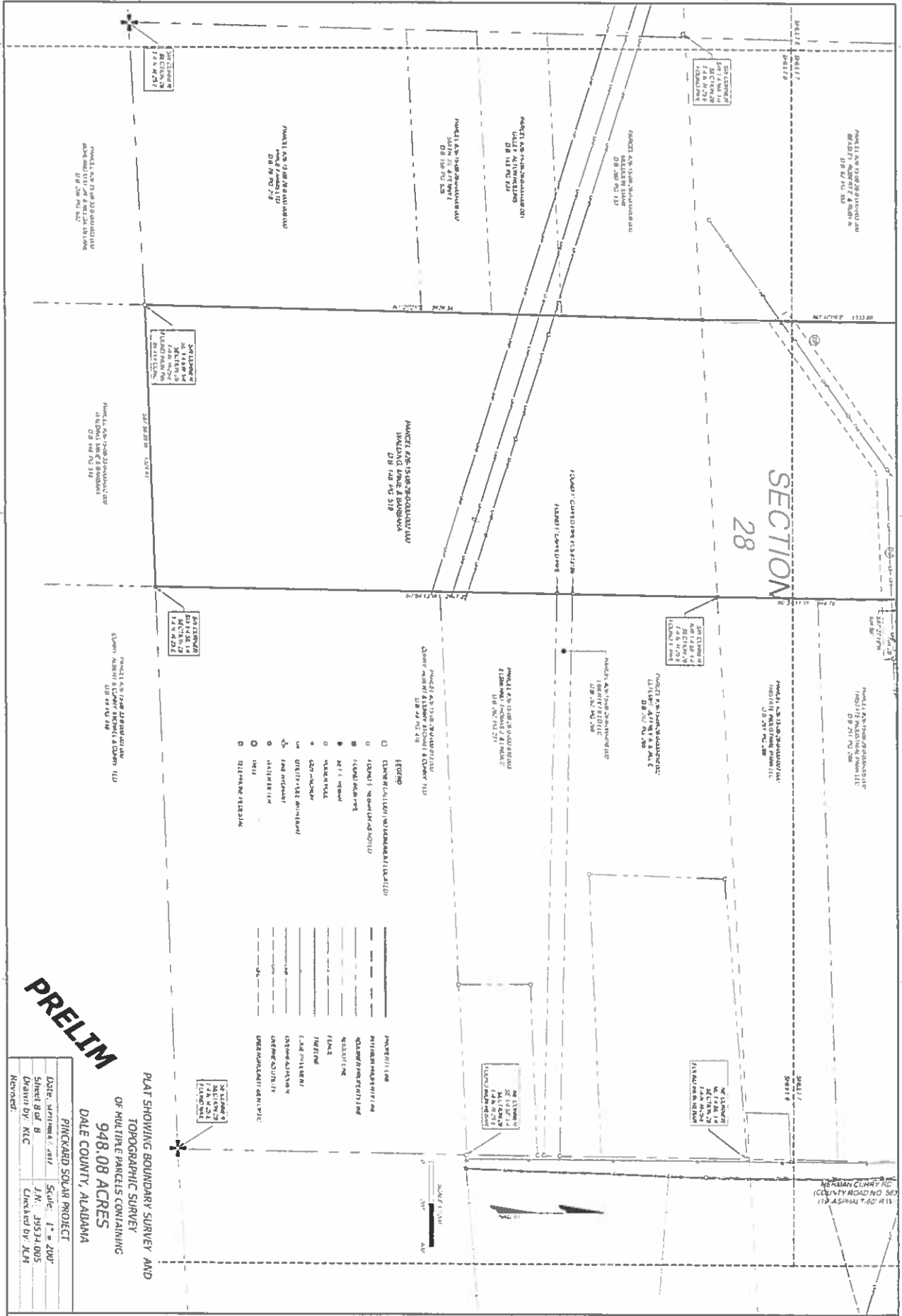


EXHIBIT B

**APPLICATION TO LOCAL GRANTING AUTHORITY
FOR ABATEMENT OF TAXES**

(See Attached)



ALABAMA DEPARTMENT OF REVENUE
Application to Granting Authority
for Abatement of Taxes

Form CO, CAA
6/15

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975

1. TYPE OF ABATEMENT APPLYING FOR: Sales & Use Taxes Property Taxes Mortgage & Recording Taxes

2. PROJECT NAICS CODE: XXXXXXXXX

10. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS? Yes No

3. TYPE OF PROJECT: New Project Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF (CHECK APPLICABLE BOX)
 \$2,000,000 - OR - 30% of original cost of existing property original cost \$

5. PROJECT APPLICANT: Pinckard Solar LLC DBA:

6. ADDRESS OF APPLICANT: 701 Brazos Street, Suite 1400 CITY: Austin STATE: TX ZIP CODE: 78701

7. NAME OF CONTACT PERSON: Eric Clift EMAIL ADDRESS: eric.clift@eon.com TELEPHONE NUMBER: (512) 483-1759

8. DATE COMPANY ORGANIZED: 4/28/2016

9. PHYSICAL LOCATION OF PROJECT: Intersection of County Road 47 and Hawkins Hill Rd. CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Dale COUNTY: Dale ZIP CODE: 36371

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST-BENEFIT ANALYSIS BY GRANTING AUTHORITY): Acquire, develop, equip, and install an up to 100 MWac solar photovoltaic generating facility

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 5/1/2018 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2018 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 1/1/2019

14. HAVE BONDS BEEN ISSUED FOR PROJECT: No Yes If yes, date bonds issued: 15. WILL BONDS BE ISSUED FOR PROJECT: No Yes If yes, projected date of issue:

15. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
2	\$ 100,000	a. Land (if donated, show market value)	18a \$ 0	XXXXXXX
2	\$ 102,500	b. Existing Building(s) (if any)	18b \$ 0	XXXXXXX
2	\$ 105,063	c. Existing Personal Property (if any)	18c \$ 0	XXXXXXX
2	\$ 107,689	d. New Building(s) and or New Additions to Existing Building(s) (19d = building materials only)	18d \$ 0	\$ 0
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e \$ 89,000,000	19e \$ 59,500,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f \$ 1,000,000	19f \$ 500,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$ 90,000,000	19g \$ 60,000,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

John M Kemp
NAME PRINT

SIGNATURE

Director Of Solar Development TITLE 11-06-2017 DATE

as Renewable energy facility under Ala. Code § 40-9B-3(a)(22)

EXHIBIT C

TOWN RESOLUTION

(See Attached)

RESOLUTION NO. 2018 - 05 - 08 - 2

BE IT RESOLVED by the County Commission of **DALE COUNTY, ALABAMA** (the "Commission"), as follows:

Section 1. The Commission does hereby find, declare and ascertain as follows: that CAMELLIA SOLAR LLC, a Delaware limited liability company (herein called the "Company"), is considering the acquisition, development, equipping, and installation of an up to 100 MWac new solar photovoltaic generating facility located wholly within Dale County, Alabama (the "County"), and located partially within the police jurisdiction of the Town of Pinckard, Alabama (the "Town"), the corporate limits of Midland City, Alabama (the "City"), and the police jurisdiction of the City, on that certain parcel of approximately 700 acres (the "Project"); that the Project would promote trade and commerce in the State of Alabama (the "State"), and in the County; that in order to induce the Company to acquire, develop, equip, and install the Project, it is desirable and appropriate for the Commission to offer to abate certain sales, use, and ad valorem taxes imposed by the State and the County with respect to the Project, pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), as provided in the "Application to Local Granting Authority for Abatement of Taxes" presented to the meeting at which this resolution is adopted (such application is attached hereto as **Exhibit "A"** and made a part of this resolution as if fully and completely set forth herein); that the Town has granted certain tax abatements imposed by the Town with respect to the Project by a resolution passed on November 7, 2017, a copy of which is attached hereto as **Exhibit "B"** and made a part of this resolution as if fully and completely set forth herein; that the City has granted certain tax abatements imposed by the City with respect to the Project by a resolution passed on November 21, 2017, a copy of which is attached hereto as **Exhibit "C"** and made a part of this resolution as if fully and completely set forth herein; and that in order to induce the Company to move forward with the Project, it is desirable and appropriate for the Commission to grant said tax abatements.

Section 2. Pursuant to the provisions of the Tax Abatement Act, the Commission hereby grants to the Company abatements of all Construction Related Transaction Taxes imposed

by the State and, to the extent the County's Construction Related Transaction Taxes become abatable, 25% of such Construction Related Transaction Taxes imposed by the County associated with the Project to the fullest extent allowed under the Tax Abatement Act and abatements of all Noneducational Ad Valorem Taxes imposed by the State and 50% of Noneducational Ad Valorem Taxes imposed by the County for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Construction Related Transaction Taxes" and "Noneducational Ad Valorem Taxes" shall have the same meaning herein as in the Tax Abatement Act.

Section 3. In order to induce the Company to acquire, develop, equip, and install the Project in the County, the Chairman of the Commission is hereby authorized to execute and deliver, for and in the name and behalf of the Commission, a so-called "Tax Abatement Agreement," to provide for the abatements granted in Section 2 above between the County and the Company in substantially the form presented to the meeting at which this resolution is adopted (which form is attached hereto as **Exhibit "D"** and made a part of this resolution as if fully and completely set forth herein) with such changes, not inconsistent with the provisions hereof, as the Chairman of the Commission shall determine to be necessary or desirable in order to consummate the transactions authorized by this resolution and the County Administrator is hereby authorized to affix the seal of the Commission to said Tax Abatement Agreement and to attest the same.

Section 4. General Authorization. The Chairman of the Commission and the County Administrator are hereby further authorized and directed to execute, deliver, seal, and attest such other ancillary documents and certificates as may be necessary to effect the transaction authorized by this resolution, and their signatures thereon shall be conclusive evidence of the due exercise of this authority.

Section 5. Severability Provisions. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.


Section 6. Contract. The terms of this resolution shall be deemed a contract with the Company, and may not be rescinded or amended by the Commission without the express, written consent of the Company.

DONE on the 8 day of May, 2018.



Chairman of the County Commission

ATTEST:


County Administrator

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into effective this 8 day of MAY, 2018, between DALE COUNTY, ALABAMA, a political subdivision of the State of Alabama (the "County"), and CAMELLIA SOLAR LLC, a Delaware limited liability company (the "Company").

RECITALS:

WHEREAS, in order to promote local industrial and commercial development, the Company proposes to acquire, develop, equip, and install an up to 100 MWac new solar photovoltaic generating facility (the "Project") located wholly within Dale County, Alabama, and located partially within the police jurisdiction of the Town of Pinckard, Alabama (the "Town"), the corporate limits of Midland City, Alabama (the "City"), and the police jurisdiction of the City, on that certain parcel of approximately 700 acres as more particularly described in **Exhibit "A"** attached hereto (the "Project Site"); and

WHEREAS, the Company has requested that the County grant certain tax abatements with respect to the Project pursuant to the provisions of Act No. 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (the "Tax Abatement Act"), and filed the related Application to Local Granting Authority for Abatement of Taxes (the "Application"), a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the Project is located within the jurisdiction of the County, and the County has determined that the Company should be granted certain tax abatements provided under the Tax Abatement Act in order to encourage, and as additional incentive to, the Company to undertake the Project in the County's jurisdiction; and

WHEREAS, the Town has granted certain tax abatements imposed by the Town with respect to the Project by a resolution passed on November 7, 2017, a copy of which is attached hereto as **Exhibit "C"**; and

WHEREAS, the City has granted certain tax abatements imposed by the City with respect to the Project by a resolution passed on November 21, 2017, a copy of which is attached hereto as **Exhibit "D"**; and

WHEREAS, the County has performed a cost/benefit analysis and concluded that it is to the advantage of the public that tax abatements be granted in accordance with this Agreement.

NOW, THEREFORE, in consideration of the respective agreements on the part of the County and the Company herein contained, the County and the Company do hereby agree as follows:

Section 1 The Company hereby makes the following representations and warranties with respect to the Project:

a) The amount to be invested by the Company in the acquisition, development, equipping, and installation of the Project is projected to be \$90,000,000 within the County's jurisdiction. The County acknowledges that this is only a good faith estimate and shall not be binding on the Company.

b) The Company expects that it will initially employ two individuals with respect to the Project, with a total annual payroll of approximately \$100,000. In Year 1, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$102,500 and does not expect to employ any additional individuals with respect to the Project; in Year 2, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$105,063 and does not expect to employ any additional individuals with respect to the Project; and in Year 3, the Company expects the annual payroll of the two individuals initially employed with respect to the Project to increase to approximately \$107,689 and does not expect to employ any additional individuals with respect to the Project. The County acknowledges that these are only good faith estimates and shall not be binding on the Company.

c) No part of the Project consists of repairs, maintenance, renovations, remodeling or rebuilding with respect to existing property of the Company or replacement of existing equipment owned by the Company.

d) No part of the Project has been placed in service in Alabama by the Company or by a person who is a related party, as defined in 26 U.S.C. § 267, with respect to the Company prior to the execution and delivery of this Agreement.

e) The acquisition, development, equipping, and installation of the Project will constitute "private use industrial property" within the meaning of the Tax Abatement Act.

f) The Project conducts trade or business as described under the definition of "Renewable Energy Facility" in Section 40-9B-3(a)(22) of the Tax Abatement Act.

Section 2 Abatements. The County hereby grants the Company abatements of all Construction Related Transaction Taxes imposed by the State of Alabama (the "State") and, to the extent the County's Construction Related Transaction Taxes become abatable, 25% of such Construction Related Transaction Taxes imposed by the County associated with the Project to the fullest extent allowed under the Tax Abatement Act and abatements of all Noneducational Ad Valorem Taxes imposed by the State and 50% of Noneducational Ad Valorem Taxes imposed by the County for a period of ten (10) years for each piece of property obtained by the Company for the Project, said abatements to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Construction Related Transaction Taxes" and "Noneducational Ad Valorem Taxes" shall have the same meaning herein as in the Tax Abatement Act. As a basis for the abatements granted by the County, the County hereby finds and declares (in reliance, in part, upon certain information supplied by the Company) as follows:

a) The estimated amount of the abatement applicable to the Company's investment in the Project is as follows:

- i) Construction Related Transaction Taxes: \$900,000.
- ii) Noneducational Ad Valorem Taxes: \$1,668,870.

b) The estimates of tax abatements contained in this Section 2 are estimates and not restrictions or limitations. It is the intent of this Agreement, and the County, that the abatements be granted to the Company in accordance with the opening paragraph of Section 2 whether or not such abatements exceed the estimated amounts above and whether or not ownership of the Project is vested in the Company for common law purposes, for federal income tax purposes, or for any other tax purposes.

c) The parties hereto hereby acknowledge that the Project may include manufacturing equipment not currently accounted for in this Agreement and whose ownership has not yet been determined and that, in order to account for such investment, the parties hereto may seek an amendment to this Agreement and the related abatement documents at a future date.

Section 3 Future Tax Changes: The abatements granted to the Company by the County in this Agreement extend to any future noneducational ad valorem taxes. Thus, if any additional noneducational ad valorem taxes are levied by any municipality, county, state, or other governmental entity to which the Company would otherwise be subject, then as provided in this Agreement, the Company shall receive an abatement from such taxes. The abatements granted by the County shall continue in effect notwithstanding any annexation, any de-annexation, or any re-annexation by any municipality and any inclusion, any exclusion, or any re-inclusion in the police jurisdiction of any municipality. Moreover, upon any annexation by any municipality or inclusion within the police jurisdiction of any municipality, the Project will be abated from any taxes of such municipality to the maximum extent permitted by the Tax Abatement Act. The Company will remain liable for any ad valorem taxes that are imposed or levied for educational purposes or for capital improvements for education to the extent such taxes are not abatable under applicable law.

Section 4 The Company represents and warrants to the County as follows:

a) that the granting of the tax abatements herein granted by the County will assist the Company in establishing the Project;

b) that it is being induced, in part, to arrange for and proceed with the acquisition, development, equipping, and installation of the Project in reliance on the undertakings of the County herein contained;

c) that the Company is organized and formed under the laws of the State of Delaware, is in good standing under its certificate of formation and the laws of said state and has power to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement;

d) the execution and delivery of this Agreement on its part has been duly authorized by all necessary action; and

e) that it is qualified to do business in Alabama.

Section 5 The County represents and warrants to the Company as follows:

a) that it has corporate power under the Constitution and laws of the State of Alabama (including particularly the provisions of the Tax Abatement Act) to carry out the provisions of this Agreement;

b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the County; and

c) the Project is located within the County's jurisdiction for granting the tax abatements provided in Section 2.

Section 6 Successors and Assigns.

a) To the extent permitted by the Tax Abatement Act: (i) this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; (ii) the Company may, at any time while this Agreement is in effect, assign (outright, in fee, in part, collaterally, conditionally, in trust, or otherwise) any of its respective rights, privileges, interests, and obligations hereunder to another person or legal entity or entities, provided further that no assignment of any such rights, privileges, interests, and obligations under this Agreement shall discharge the Company from primary liability for all obligations assumed by the Company under this Agreement; and (iii) the tax abatements herein granted shall be available to any successor owner of the Project or any portion thereof that operates the Project or such portion as part of the Project and as an "industrial or research enterprise," as such term is defined in the Tax Abatement Act, including, without limitation, any developer/lessor, any leasing company, and any affiliate of the Company (e.g. a landlord), to the same extent that such abatements would have been realized by the Company had it continued to own the Project or such portion thereof.

b) In the event the Company desires to assign all or any of its rights hereunder, the County hereby consents to such assignment in advance and agrees that the assignee(s) shall be fully entitled to such abatements as if the same had been granted to such assignee(s) directly by the County. Further, the County agrees to cooperate with the Company and any assignee(s) in order to facilitate such assignment and the County will execute such documents as may be necessary or requested by the Company and/or any assignee(s) including, without limitation, any necessary amendments hereto, so that the tax abatements granted herein to the Company may be transferred and or allocated, in whole or in part, in order and to the extent necessary to allow the Company and any assignee(s) the full benefit of such tax abatements.

Section 7 Title to Property. To the extent permitted by the Tax Abatement Act, the abatements provided for in this Agreement shall be effective for, and apply to, the Project and the Company regardless of whether ownership of the real and personal property

constituting the Project is deemed to be (for common law purposes, for federal income tax purposes, or for any other tax purposes) in the Company; a parent or subsidiary corporation of the Company or any other entity affiliated with the Company; the County; the State Industrial Development Authority; a lender of funds to the Company or any lessor holding title to any portion of the Project; any receiver, trustee, or other fiduciary on behalf of the Company and/or any affiliate of the Company or its creditors; any trustee in bankruptcy or debtor-in-possession of the Company and/or its affiliates; a Project contractor or subcontractor; or a Project vendor.

Section 8 Notifications of Abatement. The Company shall cause to be filed all notifications required under the Tax Abatement Act as a result of the abatements granted in Section 2, including notification of the Alabama Department of Revenue, as required pursuant to Sections 40-9B-5(d) of the Tax Abatement Act.

Section 9 Further Assurances and Cooperation. Each party shall execute such additional documents and instruments as may reasonably be required by counsel for the other party to carry out the purpose and intent of this Agreement. Also, the County agrees to take necessary steps and actions to insure that the Company receives the abatement of taxes set forth in this Agreement. Further, neither the County nor the Company will take any actions which would undermine or circumvent the intent of this Agreement.

Section 10 Amendment in Writing. This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Section 11 Severability. All of the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement to provide for maximum validity and enforceability of this Agreement.


Section 12 Construction. This Agreement shall be liberally construed to effectuate the granting of the abatements intended to be provided by this Agreement.

Section 13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

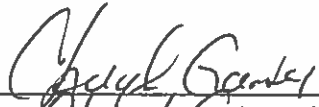
Section 14 Effective Date. This Agreement shall become effective immediately upon its execution in full by the County and the Company.

IN WITNESS WHEREOF, the County and the Company have caused this Agreement to be executed in their respective names effective as of the date first set above.

DALE COUNTY, ALABAMA

By: 
Name: Mark Blakeship
Title: Chairman

ATTEST:

By: 
Name: Cheryl Gandy
Title: Administrator

CAMELLIA SOLAR LLC, a Delaware limited liability company

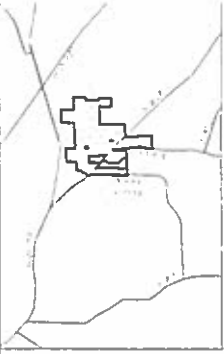
By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

BOUNDARY AND TOPOGRAPHICAL SURVEY OF MULTIPLE PARCELS CONTAINING 864.70 ACRES DALE COUNTY, ALABAMA

CAMILLA, DALE COUNTY, ALABAMA Date: 6-29-2017 Scale: 1" = 300' Sheet 1 of 3 I.M.: 17-3000 SOLAR FARMS Drawn by: JH Checked by: D.R. Revised:



VICINITY MAP



- Legend for symbols and colors used in the survey, including bearings and distances.

Table with 2 columns: Station, Description. Lists survey points and their corresponding bearings and distances.

SCOPE OF SURVEY: This is a boundary and topographical survey of multiple parcels containing 864.70 acres in Dale County, Alabama. The survey was conducted on June 29, 2017.

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EXHIBIT B

**APPLICATION TO LOCAL GRANTING AUTHORITY
FOR ABATEMENT OF TAXES**

(See Attached)



ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Form CO CAA
6.15

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:
 Sales & Use Taxes Property Taxes Mortgage & Recording Taxes

2. PROJECT INDEX CODE: * **XXXXXXXX**

15. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS?
 Yes No

3. TYPE OF PROJECT:
 New Project Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
 \$2,000,000 - OR - 30% of original cost of existing property, original cost \$

5. PROJECT APPLICANT:
Camellia Solar, LLC DEA:

6. ADDRESS OF APPLICANT: CITY: STATE: ZIP CODE:
701 Brazos Street, Suite 1400 **Austin** **TX** **78701**

7. NAME OF CONTACT PERSON: EMAIL ADDRESS: TELEPHONE NUMBER:
Eric Clift **eric.clift@eon.com** **(512) 483-1759**

8. DATE COMPANY ORGANIZED:
7/12/2017

9. PHYSICAL LOCATION OF PROJECT:
Intersection of County Road 47 and Hawkins Hill Road
CITY (IF OUTSIDE CITY LIMITS PLEASE INDICATE): COUNTY: ZIP CODE:
60% Pinckard PJ; 35% Midland City PJ; 5% Midland City **Dale** **36350**

10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST-BENEFIT ANALYSIS BY GRANTING AUTHORITY):
Acquire, develop, equip, and install an up to 100 MWac solar photovoltaic generating facility

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE:
5/1/2018 **12/31/2018** **1/1/2019**

14. HAVE BONDS BEEN ISSUED FOR PROJECT? 15. WILL BONDS BE ISSUED FOR PROJECT?
 No Yes If yes, date bonds issued: No Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY 2	INITIALLY \$ 100,000	a. Land (if donated, show market value)	18a \$ 0	XXXXXXXXXX
YEAR 1 2	YEAR 1 \$ 102,500	b. Existing Building(s) (if any)	18b \$ 0	XXXXXXXXXX
YEAR 2 2	YEAR 2 \$ 105,063	c. Existing Personal Property (if any)	18c \$ 0	XXXXXXXXXX
YEAR 3 2	YEAR 3 \$ 107,689	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d \$ 0	19d \$ 0
<small>This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.</small>		e. New Manufacturing Machinery	18e \$ 89,000,000	19e \$ 59,500,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f \$ 1,000,000	19f \$ 500,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$ 90,000,000	19g \$ 60,000,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statements, schedules, and other information is true, correct and complete.

John M Kemp

NAME (PRINT)

SIGNATURE

Director of Solar Development

TITLE

11-06-2017

DATE

*Renewable energy facility under Ala. Code § 40-9B-3(a)(22)

EXHIBIT C

TOWN RESOLUTION

(See Attached)