



Jigsaw

School Finance Solutions, LLC

March 19, 2018

Mr. Steven Sparkman
President, Board of Trustees
Quanah Independent School District
P.O. Box 150
Quanah, Texas 79252

Re: School Finance Consulting Services in Connection with an Application for Value
Limitations Agreement from Blue Summit Wind

Dear Mr. Sparkman:

Jigsaw School Finance Solutions, LLC is pleased to have the opportunity to represent the Quanah Independent School District (the “District”) in connection with the above-referenced application for limitation on appraised value that the District anticipates receiving pursuant to Chapter 313 of the Texas Property Tax Code, and if approved, consulting with the District on any agreement with Applicant (the “Matter”). The purpose of this letter is to set forth our agreement with respect to the terms of our engagement.

Scope of Engagement. As a consultant for the District, we will represent the District’s interests with regard to the Matter. Although we endeavor to achieve a result in this Matter that is satisfactory to you, it is understood that we make no promises or guarantees to you concerning the outcome and cannot do so. Our relationship with the District will involve providing financial analysis of the impact of the proposed projects and to project anticipated school revenue as a result of the project, as well as cooperating with the submission of information to the Comptroller of Public Accounts. The District will be responsible for providing all financial data required to perform a school finance impact analysis.

District Cooperation. To enable us to effectively perform the services contemplated, it is necessary that you disclose fully and accurately all facts and keep us apprised of all key developments relating to the Matter. You have agreed to cooperate fully with us and to make your representatives available to attend meetings, conferences, hearings, and other proceedings.

Fees. Our fees for rendering professional school finance consulting services in connection with Matter will be based upon the Application Fee as established by the Board of Trustees of the District and such Application Fee has been determined by the Board as a fair estimate of the actual administrative cost to the District for carrying out the work necessary to process, and if approved, finalized, the Matter. The Application Fee represents the District’s good faith estimate of the



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6900 Plantation Drive
Baytown, Texas 77523

necessary and reasonable costs to the District for processing the Application and finalizing the Matter, taking into consideration the highly specialized nature of the work and the time estimated to complete the work, and is owed regardless of the final outcome of the Application. **In no event will our fees on the Matter exceed available Application Fee funds.**

We will work collaboratively with the other consultants retained by the District and share information as necessary to meet the District's needs.


Expenses. All expenses are included in our fee and no additional expenses shall be charged to the District for completing the Matter.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party.

If the foregoing reflects the terms and conditions of Jigsaw School Finance Solutions, LLC's relationship with the District, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Please do not hesitate to call me if you have any questions.

Sincerely,



Greg Poole
Jigsaw School Finance Solutions, LLC

Agreed: _____