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Corpus Christi, Texas
Geneva L. Taylor
Houston, Texas
Rick W. Powell
Pittsburg/Lewisville, Texas

March 19, 2018

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

Re: Legal Services in Connection with an Application for Value Limitation Agreement Pursuant to Chapter 313 of the Texas Property Tax Code from Blue Summit Wind

Dear Mr. Sparkman:

Powell & Leon, LLP is pleased to have the opportunity to represent the Quanah Independent School District (the "District") in connection with an application for limitation on appraised value submitted under Chapter 313 of the Texas Property Tax Code, and if approved, the completion of all necessary documents to reach an 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 counsel for the District, we will represent the District's interests in 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 representation of the District will involve the drafting of all legal documents relating to the completion of an Agreement for Limitation on Appraised Value under Chapter 313 of the Texas Property Tax Code, including submission of all documents to the Comptroller of Public Accounts as required. The District will be responsible for providing all financial data. If the application is approved by the District and the Texas Comptroller of Public Accounts, we will be responsible for drafting all appropriate legal documents, for reaching an agreement with the Applicant on the Matter.

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.

1001 ESE Loop 323, Ste. 450
Tyler, Texas 75701
t: 903-526-6618
f: 903-526-5766

115 Wild Basin Rd., Ste. 106
Austin, Texas 78746
t: 512-494-1177
f: 512-494-1188

7324 Southwest Freeway, Ste. 365
Houston, Texas 77074
t: 713-779-7500
f: 713-485-0169

802 N. Carancahua, Ste. 665
Corpus Christi, Texas 78401
t: 361-452-2804
f: 361-452-2743

Fees. Our fees for rendering professional 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 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. The District will separately engage the services of a school finance consulting firm to perform a financial impact study of the proposed project and appropriate financial modeling.

The total amount of consulting and legal fees on this Matter will not exceed the Application Fee.

You will receive the first invoice upon receipt of the Agreement Completeness determination from the Texas Comptroller of Public Accounts, and the second invoice will be due and payable upon receipt of a Certificate approving the project from the Comptroller of Public Accounts. The fee will be owed regardless of whether the parties enter into a final agreement.

The firm may also represent the District in connection with annual reporting requirements to the Comptroller of Public Accounts for the term of the Agreement. Such fees will be charged directly to the Applicant, as specified under any final Agreement reached between the parties.

Expenses. All expenses have been calculated in establishing the Application 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. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view render our continuing representation unlawful, unethical, or ineffective.

If the foregoing reflects the terms and conditions of Powell & Leon, LLP's representation of 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,



Sara Hardner Leon
For the Firm

AGREED:

QUANAH INDEPENDENT SCHOOL DISTRICT

By: _____
Steven Sparkman, Board President