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FINDINGS  
OF THE  
SEALY INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES

UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY

HAILIANG COPPER TEXAS, INC.  
TEXAS TAXPAYER ID # 32068710592  
APPLICATION #1327

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September 25, 2019

Board Findings of the Sealy Independent School District

FINDINGS OF THE SEALY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
UNDER THE TEXAS ECONOMIC DEVELOPMENT ACT ON THE APPLICATION  
SUBMITTED BY HAILIANG COPPER TEXAS, INC.

STATE OF TEXAS                   §  
   §  
COUNTY OF AUSTIN           §

On the 25<sup>th</sup> day of September, 2019, a public meeting of the Board of Trustees of the Sealy Independent School District was held. 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 of Trustees took up and considered the Application of Hailiang Copper Texas, Inc. (Application #1327) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from attorneys and consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Sealy Independent School District makes the following findings with respect to the Application of Hailiang Copper Texas, Inc. #1327, and the economic impact of that Application:

On November 28, 2018, the Superintendent of Schools of the Sealy Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from Hailiang Copper Texas, Inc. #1327 for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is posted on the Texas Comptroller's website at:

<https://assets.comptroller.texas.gov/ch313/1327/sealy-1327-hailiang-app.pdf>

The Applicant, Hailiang Copper Texas, Inc. (Taxpayer ID 32068710592) ("Applicant"), consists of entities subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. The Board of Trustees acknowledges receipt of the Application, along with the required Application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

The Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Austin 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 § 313.026, and a determination that the Application was complete was issued on March 22, 2019.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation on June 5, 2019 pursuant to Texas Tax Code § 313.026, and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Exhibit A**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the Sealy Independent School District. A copy of a report prepared by Education Service Center, Region 12 is attached to these findings as

**Exhibit B.** The Texas Commissioner of Education has determined that the project will not impact school enrollment.

The Board of Trustees has confirmed that the taxable value of property in the Sealy Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in the 2018 ISD Summary Worksheet posted on the Texas Comptroller's website at:

<https://comptroller.texas.gov/data/property-tax/pvs/2018p/0080089021D.php>.

After receipt of the Application, the District submitted a proposed form of Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, in the form required by the Comptroller of Public Accounts. The proposed Agreement and letter approving same are attached to these findings as **Exhibit C**.

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

**Board Finding Number 1.**

**The Applicant qualifies for a limitation on appraised value of Qualified Property under Texas Tax Code § 313.024 in the eligibility category of Manufacturing.**

**Board Finding Number 2.**

**The Applicant's entire proposed investment in the Sealy Independent School District is \$157,765,346—\$135,000,000 of which is proposed to be Qualified Investment under Texas Tax Code § 313.021.**

**Board Finding Number 3.**

**The average salary level of qualifying jobs is expected to be at least \$66,222 per year. The review of the Application by the State Comptroller's Office indicates that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs pay more than the minimum weekly wage required for Qualified Jobs under Texas Tax Code § 313.021.**

**Board Finding Number 4.**

**The level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$15,776,535 on the basis of the ten (10) new qualifying positions committed to by the Applicant for this project. The project's total investment is \$157,765,346, resulting in a relative level of investment per qualifying job of \$15,776,535.**

Board Findings of the Sealy Independent School District

**Board Finding Number 5.**

The Applicant has not requested a waiver of the job creation requirement under Texas Tax Code § 313.25(f-1), and the Board finds that the project meets state job creating requirements.

**Board Finding Number 6.**

Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region. In support of Finding 6, the economic impact evaluation states:

Table 2 depicts this project'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 15 years of annual investment and employment levels.

**Table 2—Estimated Statewide Economic Impact of Hailing Copper Texas, Inc. (modeled)**

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	400	540	940	\$26,488,880	\$44,429,456	\$70,918,336
2020	10	108	118,484	\$662,222	\$11,763,382	\$12,425,604
2021	10	68	78	\$662,222	\$8,688,925	\$9,351,147
2022	10	35	45	\$662,222	\$6,003,368	\$6,665,590
2023	10	17	27	\$662,222	\$4,217,671	\$4,879,893
2024	10	9	19	\$662,222	\$3,174,718	\$3,836,940
2025	10	8	18	\$662,222	\$2,750,806	\$3,413,028
2026	10	11	21	\$662,222	\$2,733,694	\$3,395,916
2027	10	15	25	\$662,222	\$2,982,506	\$3,644,728
2028	10	20	30	\$662,222	\$3,374,299	\$4,036,521
2029	10	25	35	\$662,222	\$3,821,203	\$4,483,425
2030	10	25	35	\$662,222	\$3,986,142	\$4,648,364
2031	10	26	36	\$662,222	\$4,240,277	\$4,902,499
2032	10	27	37	\$662,222	\$4,490,150	\$5,152,372
2033	10	28	38	\$662,222	\$4,720,069	\$5,382,291
2034	10	28	38	\$662,222	\$4,924,413	\$5,586,635

Table 4 examines the estimated direct impact on ad valorem taxes to the school district, Austin County, City of Sealy and Austin County Emergency Services District #2, with all property tax incentives sought using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatements with the county and city.

The difference noted in the last line is the difference between Table 3 and Table 4:

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Sealy ISD I&S Tax Levy	Sealy ISD M&O Tax Levy	Sealy ISD M&O and I&S Tax Levies	Austin County Tax Levy	City of Sealy Tax Levy	Austin County Emergency Services District #2 Tax Levy	Estimated Total Property Taxes
			0.3500	1.0400		0.3996	0.3866	0.1000		
2020	\$116,675,896	\$30,000,000		\$408,366	\$312,000	\$720,366	\$116,559	\$112,776	\$116,676	\$1,066,377
2021	\$134,475,896	\$30,000,000		\$470,666	\$312,000	\$782,666	\$134,341	\$129,981	\$134,476	\$1,181,464
2022	\$129,551,896	\$30,000,000		\$453,432	\$312,000	\$765,432	\$129,422	\$125,222	\$129,552	\$1,149,627
2023	\$124,627,896	\$30,000,000		\$436,198	\$312,000	\$748,198	\$124,503	\$120,462	\$124,628	\$1,117,791
2024	\$119,703,896	\$30,000,000		\$418,964	\$312,000	\$730,964	\$119,584	\$115,703	\$119,704	\$1,085,955
2025	\$114,779,896	\$30,000,000		\$401,730	\$312,000	\$713,730	\$114,665	\$110,943	\$114,780	\$1,054,118
2026	\$109,855,896	\$30,000,000		\$384,496	\$312,000	\$696,496	\$109,746	\$106,184	\$109,856	\$1,022,282

**Board Findings of the Sealy Independent School District**

2027	\$104,931,896	\$30,000,000		\$367,262	\$312,000	\$679,262	\$104,827	\$101,425	\$104,932	\$990,445
2028	\$100,007,896	\$30,000,000		\$350,028	\$312,000	\$662,028	\$99,908	\$96,665	\$100,008	\$958,609
2029	\$95,083,896	\$30,000,000		\$332,794	\$312,000	\$644,794	\$94,989	\$91,906	\$95,084	\$926,772
2030	\$90,159,896	\$90,159,896		\$315,560	\$937,663	\$1,253,223	\$360,279	\$348,585	\$90,160	\$2,052,247
2031	\$85,235,896	\$85,235,896		\$298,326	\$886,453	\$1,184,779	\$340,603	\$329,548	\$85,236	\$1,940,165
2032	\$80,311,896	\$80,311,896		\$281,092	\$835,244	\$1,116,335	\$320,926	\$310,510	\$80,312	\$1,828,083
2033	\$75,387,896	\$75,387,896		\$263,858	\$784,034	\$1,047,892	\$301,250	\$291,472	\$75,388	\$1,716,002
2034	\$70,463,896	\$70,463,896		\$246,624	\$732,825	\$979,448	\$281,574	\$272,435	\$70,464	\$1,603,920
			<b>Total</b>	<b>\$5,429,391</b>	<b>\$7,296,219</b>	<b>\$12,725,609</b>	<b>\$2,753,177</b>	<b>\$2,663,816</b>	<b>\$1,551,254</b>	<b>\$19,693,856</b>
			<b>Diff</b>	<b>\$0</b>	<b>\$8,836,828</b>	<b>\$8,836,828</b>	<b>\$3,445,636</b>	<b>\$3,333,799</b>	<b>\$0</b>	<b>\$15,616,263</b>

<sup>f</sup>Tax Rate per \$100 Valuation

Table 3 illustrates the estimated tax impact of the Applicant's project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O		Sealy ISD I&S Tax Levy	Sealy ISD M&O Tax Levy	Sealy ISD M&O and I&S Tax Levies	Austin County Tax Levy	City of Sealy Tax Levy	Austin County Emergency Services District #2 Tax Levy	Estimated Total Property Taxes
			<b>Tax Rate<sup>f</sup></b>	0.3500	1.0400		0.3996	0.3866	0.1000	
2020	\$116,675,896	\$116,675,896		\$408,366	\$1,213,429	\$1,621,795	\$466,237	\$451,104	\$116,676	\$2,655,812
2021	\$134,475,896	\$134,475,896		\$470,666	\$1,398,549	\$1,869,215	\$537,366	\$519,924	\$134,476	\$3,060,981
2022	\$129,551,896	\$129,551,896		\$453,432	\$1,347,340	\$1,800,771	\$517,689	\$500,886	\$129,552	\$2,948,899
2023	\$124,627,896	\$124,627,896		\$436,198	\$1,296,130	\$1,732,328	\$498,013	\$481,849	\$124,628	\$2,836,818
2024	\$119,703,896	\$119,703,896		\$418,964	\$1,244,921	\$1,663,884	\$478,337	\$462,811	\$119,704	\$2,724,736
2025	\$114,779,896	\$114,779,896		\$401,730	\$1,193,711	\$1,595,441	\$458,660	\$443,774	\$114,780	\$2,612,654
2026	\$109,855,896	\$109,855,896		\$384,496	\$1,142,501	\$1,526,997	\$438,984	\$424,736	\$109,856	\$2,500,573
2027	\$104,931,896	\$104,931,896		\$367,262	\$1,091,292	\$1,458,553	\$419,308	\$405,698	\$104,932	\$2,388,491
2028	\$100,007,896	\$100,007,896		\$350,028	\$1,040,082	\$1,390,110	\$399,632	\$386,661	\$100,008	\$2,276,410
2029	\$95,083,896	\$95,083,896		\$332,794	\$988,873	\$1,321,666	\$379,955	\$367,623	\$95,084	\$2,164,328
2030	\$90,159,896	\$90,159,896		\$315,560	\$937,663	\$1,253,223	\$360,279	\$348,585	\$90,160	\$2,052,247
2031	\$85,235,896	\$85,235,896		\$298,326	\$886,453	\$1,184,779	\$340,603	\$329,548	\$85,236	\$1,940,165
2032	\$80,311,896	\$80,311,896		\$281,092	\$835,244	\$1,116,335	\$320,926	\$310,510	\$80,312	\$1,828,083
2033	\$75,387,896	\$75,387,896		\$263,858	\$784,034	\$1,047,892	\$301,250	\$291,472	\$75,388	\$1,716,002
2034	\$70,463,896	\$70,463,896		\$246,624	\$732,825	\$979,448	\$281,574	\$272,435	\$70,464	\$1,603,920
			<b>Total</b>	<b>\$5,429,391</b>	<b>\$16,133,046</b>	<b>\$21,562,437</b>	<b>\$6,198,813</b>	<b>\$5,997,615</b>	<b>\$1,551,254</b>	<b>\$35,310,119</b>

<sup>f</sup>Tax Rate per \$100 Valuation

**Board Finding Number 7.**

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.

**Board Finding Number 8.**

The effect of the Applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggesting little underlying enrollment growth based on the impact of the project.

Board Findings of the Sealy Independent School District

**Board Finding Number 9.**

The Applicant's project is reasonably likely to generate, before the 25<sup>th</sup> anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application. Attachment B of the economic impact study contains a year-by-year analysis as depicted in the following table:

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2020	\$312,000	\$312,000	\$901,429	\$901,429
	2021	\$312,000	\$624,000	\$1,086,549	\$1,987,979
	2022	\$312,000	\$936,000	\$1,035,340	\$3,023,318
	2023	\$312,000	\$1,248,000	\$984,130	\$4,007,448
	2024	\$312,000	\$1,560,000	\$932,921	\$4,940,369
	2025	\$312,000	\$1,872,000	\$881,711	\$5,822,080
	2026	\$312,000	\$2,184,000	\$830,501	\$6,652,581
	2027	\$312,000	\$2,496,000	\$779,292	\$7,431,873
	2028	\$312,000	\$2,808,000	\$728,082	\$8,159,955
	2029	\$312,000	\$3,120,000	\$676,873	\$8,836,828
Maintain Viable Presence (5 Years)	2030	\$937,663	\$4,057,663	\$0	\$8,836,828
	2031	\$886,453	\$4,944,116	\$0	\$8,836,828
	2032	\$835,244	\$5,779,360	\$0	\$8,836,828
	2033	\$784,034	\$6,563,394	\$0	\$8,836,828
	2034	\$732,825	\$7,296,219	\$0	\$8,836,828
Additional Years as Required by § 313.026(c)(1) (10 Years)	2035	\$681,615	\$7,977,834	\$0	\$8,836,828
	2036	\$630,405	\$8,608,239	\$0	\$8,836,828
	2037	\$579,196	\$9,187,435	\$0	\$8,836,828
	2038	\$527,986	\$9,715,421	\$0	\$8,836,828
	2039	\$476,777	\$10,192,197	\$0	\$8,836,828
	2040	\$425,567	\$10,617,764	\$0	\$8,836,828
	2041	\$374,357	\$10,992,121	\$0	\$8,836,828
	2042	\$362,252	\$11,354,373	\$0	\$8,836,828
	2043	\$350,146	\$11,704,519	\$0	\$8,836,828
	2044	\$338,041	\$12,042,560	\$0	\$8,836,828

\$ 12,042,560 is greater than \$ 8,836,828

<b>Analysis Summary</b>	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	<b>Yes</b>

**Board Finding Number 10.**

The limitation on appraised value requested by the Applicant is a determining factor in the Applicant's decision to invest capital and construct the project in this state.

**Board Finding Number 11.**

**The ability of the Applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.**

In support of Findings 10 and 11, **Attachment C** of the economic impact study states:

The Comptroller has determined that the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per Hailiang Copper Texas, Inc. in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. "Currently there are multiple locations within the United States being evaluated for an additional Hailiang Copper tubing manufacturing facility. These sites include areas in Pennsylvania and California where similar economic incentives exist as well as conditions which make both locations ideal for copper manufacturing, including access to copper mines and proximity to national ports."
  - B. "Ultimately, the 313 value limitation agreement will be the deciding factor for Hailiang America Corporation to select southeast Texas for the placement of a new facility. Like the sites being evaluated in Pennsylvania and California, Sealy, Texas, is also an ideal location for the placement of an additional copper tubing manufacturing facility considering its proximity to the Port of Houston and South Louisiana. Without the 313 value limitation agreement, the Sealy, Texas, location however is not as attractive as sites elsewhere primarily because the Sealy location does not have the ease of access to raw copper as California does."
  - C. "In the event a 313 value limitation agreement is not reached, Hailiang Copper Texas, Inc. could undoubtedly reallocate the capital to be used for the establishment of this facility to another state or country where similar economic incentives exist as well as access to greater amounts of raw copper and shipping ports."
- According to the Sealy ISD - Board of Trustees Meeting Minutes dated November 28, 2018, "Hailiang asked the district to consider approving them to submit an application to the state of Texas for limitation on appraised value of property for the district's maintenance and operations taxes. Hailiang is the leading manufacturer of copper tubing in China. Their U.S. headquarters is in Pennsylvania and they have a facility in California. The company is purchasing the industrial park facility in Sealy, TX and will retrofit part of the facility to meet their needs. Hailiang intends to start construction April 2019 and their projected completion date is January 2020."
- An October 11, 2018 *Yicai Global* article stated the following
  - A. "China's Zhejiang Hailiang will invest USD45 million to purchase a plot of land in Texas, the US, to build a copper pipe production line."
  - B. "The company inked a corresponding agreement with Pasadena, Texas-based Five Star Properties Sealy on Oct. 9 to acquire the parcel the latter owns in the

## Board Findings of the Sealy Independent School District

Lone Star State, the major copper processor headquartered in Zhuji in China's eastern Zhejiang province said in an announcement yesterday.

- C. "The 200-acre plot acquired, which includes a total construction area of 928,000 square feet (86,200 square meters), will be the site of a production line making copper refrigerating air conditioning pipes, water pipes, coils, insulation pipes and other conduits, the announcement stated, but without specifying where in Texas the land is located."
- Additional research found the project was not purchased in October 2018. According to Austin County Appraisal District Records, the actual deed date of land occurred on December 14, 2018.

### **Supporting Information**

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

### **Board Finding Number 12.**

**The Board of Trustees of the Sealy Independent School District hired consultants to review and verify the information in Application #1327. Based upon the consultants' review, the Board has determined that the information provided by the Applicant appears to be true and correct.**

### **Board Finding Number 13.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by the Applicant is currently Thirty Million Dollars (\$30,000,000), which is consistent with the minimum values currently set out by Texas Tax Code § 313.054(a).**

### **Board Finding Number 14.**

**The Applicant (Taxpayer ID 32068710592) 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.**

### **Board Finding Number 15.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Exhibit C, includes adequate and appropriate revenue protection provisions for the District.**

Board Findings of the Sealy Independent School District

**Board Finding Number 16.**

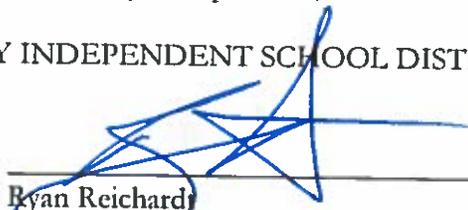
**Considering the purpose and effect of the law and the terms of the Agreement, it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Exhibit C** is approved and hereby authorized to be executed and delivered by and on behalf of the Sealy Independent School District. It is further ORDERED that these Findings and the Attachments referred to herein be attached to the official minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the Sealy Independent School District.

Dated the 25<sup>th</sup> day of September, 2018.

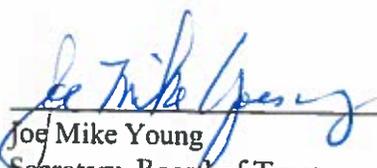
SEALY INDEPENDENT SCHOOL DISTRICT

By:

  
\_\_\_\_\_  
Ryan Reichard  
President, Board of Trustees

ATTEST:

By:

  
\_\_\_\_\_  
Joe Mike Young  
Secretary, Board of Trustees

Findings and Order of the Sealy Independent School District  
Board of Trustees under the Texas Economic Development Act on the Application Submitted by  
Hailiang Copper Texas, Inc. (Tax ID 32068710592) (Application #1327)

**EXHIBIT A**

**Comptroller's Economic Impact Analysis**



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

June 5, 2019

Sheryl Moore  
Superintendent  
Sealy Independent School District  
939 Tiger Lane  
Sealy, Texas 77474

Re: Certificate for Limitation on Appraised Value of Property for School District Maintenance and Operations taxes by and between Sealy Independent School District and Hailiang Copper Texas, Inc., Application 1327

Dear Superintendent Moore:

On March 22, 2019, the Comptroller issued written notice that Hailiang Copper Texas, Inc. (applicant) submitted a completed application (Application 1327) for a limitation on appraised value under the provisions of Tax Code Chapter 313.<sup>1</sup> This application was originally submitted on November 28, 2018, to the Sealy Independent School District (school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 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 issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the Comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

**Determination required by 313.025(h)**

Sec. 313.024(a) Applicant is subject to tax imposed by Chapter 171.  
Sec. 313.024(b) Applicant is proposing to use the property for an eligible project.

<sup>1</sup> All Statutory references are to the Texas Tax Code, unless otherwise noted.

- Sec. 313.024(d) Applicant has committed to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located.
- Sec. 313.024(d-2) Not applicable to Application 1327.

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

**Certificate decision required by 313.025(d)**

**Determination required by 313.026(c)(1)**

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district's maintenance and operations *ad valorem tax* revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period, see Attachment B.

**Determination required by 313.026(c)(2)**

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state, see Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-826) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement by December 31, 2019.

Note that any building or improvement existing as of the application review start date of March 22, 2019, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Will Counihan, Director, Data Analysis & Transparency, by email at [will.counihan@cpa.texas.gov](mailto:will.counihan@cpa.texas.gov) or by phone toll-free at 1-800-531-5441, ext. 6-0758, or at 512-936-0758.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Craven". The signature is written in a cursive style with a large initial "L".

Lisa Craven  
Deputy Comptroller

Enclosure

cc: Will Counihan

**Attachment A – Economic Impact Analysis**

The following tables summarize the Comptroller’s economic impact analysis of Hailiang Copper Texas, Inc. (project) applying to Sealy Independent School District (district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

**Table 1** is a summary of investment, employment and tax impact of Hailiang Copper Texas, Inc.

<b>Applicant</b>	<b>Hailiang Copper Texas, Inc.</b>
<b>Tax Code, 313.024 Eligibility Category</b>	<b>Manufacturing</b>
<b>School District</b>	<b>Sealy ISD</b>
<b>2017-2018 Average Daily Attendance</b>	<b>2,630</b>
<b>County</b>	<b>Austin County</b>
<b>Proposed Total Investment in District</b>	<b>\$157,765,346</b>
<b>Proposed Qualified Investment</b>	<b>\$135,000,000</b>
<b>Limitation Amount</b>	<b>\$30,000,000</b>
<b>Qualifying Time Period (Full Years)</b>	<b>2020-2021</b>
<b>Number of new qualifying jobs committed to by applicant</b>	<b>10</b>
<b>Number of new non-qualifying jobs estimated by applicant</b>	<b>0</b>
<b>Average weekly wage of qualifying jobs committed to by applicant</b>	<b>\$1,274</b>
<b>Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)(B)</b>	<b>\$1,274</b>
<b>Minimum annual wage committed to by applicant for qualified jobs</b>	<b>\$66,222</b>
<b>Minimum weekly wage required for non-qualifying jobs</b>	<b>\$906</b>
<b>Minimum annual wage required for non-qualifying jobs</b>	<b>\$47,100</b>
<b>Investment per Qualifying Job</b>	<b>\$15,776,535</b>
<b>Estimated M&amp;O levy without any limit (15 years)</b>	<b>\$16,133,046</b>
<b>Estimated M&amp;O levy with Limitation (15 years)</b>	<b>\$7,296,219</b>
<b>Estimated gross M&amp;O tax benefit (15 years)</b>	<b>\$8,836,828</b>

**Table 2** is the estimated statewide economic impact of Hailiang Copper Texas, Inc. (modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2019	400	540	940	\$26,488,880	\$44,429,456	\$70,918,336
2020	10	108	118,484	\$662,222	\$11,763,382	\$12,425,604
2021	10	68	78	\$662,222	\$8,688,925	\$9,351,147
2022	10	35	45	\$662,222	\$6,003,368	\$6,665,590
2023	10	17	27	\$662,222	\$4,217,671	\$4,879,893
2024	10	9	19	\$662,222	\$3,174,718	\$3,836,940
2025	10	8	18	\$662,222	\$2,750,806	\$3,413,028
2026	10	11	21	\$662,222	\$2,733,694	\$3,395,916
2027	10	15	25	\$662,222	\$2,982,506	\$3,644,728
2028	10	20	30	\$662,222	\$3,374,299	\$4,036,521
2029	10	25	35	\$662,222	\$3,821,203	\$4,483,425
2030	10	25	35	\$662,222	\$3,986,142	\$4,648,364
2031	10	26	36	\$662,222	\$4,240,277	\$4,902,499
2032	10	27	37	\$662,222	\$4,490,150	\$5,152,372
2033	10	28	38	\$662,222	\$4,720,069	\$5,382,291
2034	10	28	38	\$662,222	\$4,924,413	\$5,586,635

Source: CPA REMI, Hailiang Copper Texas, Inc.

**Table 3** examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate	Sealy ISD I&S Tax Levy	Sealy ISD M&O Tax Levy	Sealy ISD M&O and I&S Tax Levies	Austin County Tax Levy	City of Sealy Tax Levy	Austin County Emergency Services District #2 Tax Levy	Estimated Total Property Taxes
				0.3500	1.0400		0.3996	0.3866	0.1000	
2020	\$116,675,896	\$116,675,896		\$408,366	\$1,213,429	\$1,621,795	\$466,237	\$451,104	\$116,676	\$2,655,812
2021	\$134,475,896	\$134,475,896		\$470,666	\$1,398,549	\$1,869,215	\$537,366	\$519,924	\$134,476	\$3,060,981
2022	\$129,551,896	\$129,551,896		\$453,432	\$1,347,340	\$1,800,771	\$517,689	\$500,886	\$129,552	\$2,948,899
2023	\$124,627,896	\$124,627,896		\$436,198	\$1,296,130	\$1,732,328	\$498,013	\$481,849	\$124,628	\$2,836,818
2024	\$119,703,896	\$119,703,896		\$418,964	\$1,244,921	\$1,663,884	\$478,337	\$462,811	\$119,704	\$2,724,736
2025	\$114,779,896	\$114,779,896		\$401,730	\$1,193,711	\$1,595,441	\$458,660	\$443,774	\$114,780	\$2,612,654
2026	\$109,855,896	\$109,855,896		\$384,496	\$1,142,501	\$1,526,997	\$438,984	\$424,736	\$109,856	\$2,500,573
2027	\$104,931,896	\$104,931,896		\$367,262	\$1,091,292	\$1,458,553	\$419,308	\$405,698	\$104,932	\$2,388,491
2028	\$100,007,896	\$100,007,896		\$350,028	\$1,040,082	\$1,390,110	\$399,632	\$386,661	\$100,008	\$2,276,410
2029	\$95,083,896	\$95,083,896		\$332,794	\$988,873	\$1,321,666	\$379,955	\$367,623	\$95,084	\$2,164,328
2030	\$90,159,896	\$90,159,896		\$315,560	\$937,663	\$1,253,223	\$360,279	\$348,585	\$90,160	\$2,052,247
2031	\$85,235,896	\$85,235,896		\$298,326	\$886,453	\$1,184,779	\$340,603	\$329,548	\$85,236	\$1,940,165
2032	\$80,311,896	\$80,311,896		\$281,092	\$835,244	\$1,116,335	\$320,926	\$310,510	\$80,312	\$1,828,083
2033	\$75,387,896	\$75,387,896		\$263,858	\$784,034	\$1,047,892	\$301,250	\$291,472	\$75,388	\$1,716,002
2034	\$70,463,896	\$70,463,896		\$246,624	\$732,825	\$979,448	\$281,574	\$272,435	\$70,464	\$1,603,920
			<b>Total</b>	<b>\$5,429,391</b>	<b>\$16,133,046</b>	<b>\$21,562,437</b>	<b>\$6,198,813</b>	<b>\$5,997,615</b>	<b>\$1,551,254</b>	<b>\$35,310,119</b>

Source: CPA, Hailiang Copper Texas, Inc.  
 \*Tax Rate per \$100 Valuation

**Table 4** examines the estimated direct impact on ad valorem taxes to the school district, Austin County, City of Sealy and Austin County Emergency Services District #2, with all property tax incentives sought using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatements with the county and city.

The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate	Sealy ISD I&S Tax Levy	Sealy ISD M&O Tax Levy	Sealy ISD M&O and I&S Tax Levies	Austin County Tax Levy	City of Sealy Tax Levy	Austin County Emergency Services District #2 Tax Levy	Estimated Total Property Taxes	
				0.3500	1.0400		0.3996	0.3866	0.1000		
2020	\$116,675,896	\$30,000,000		\$408,366	\$312,000	\$720,366	\$116,559	\$112,776	\$116,676	\$1,066,377	
2021	\$134,475,896	\$30,000,000		\$470,666	\$312,000	\$782,666	\$134,341	\$129,981	\$134,476	\$1,181,464	
2022	\$129,551,896	\$30,000,000		\$453,432	\$312,000	\$765,432	\$129,422	\$125,222	\$129,552	\$1,149,627	
2023	\$124,627,896	\$30,000,000		\$436,198	\$312,000	\$748,198	\$124,503	\$120,462	\$124,628	\$1,117,791	
2024	\$119,703,896	\$30,000,000		\$418,964	\$312,000	\$730,964	\$119,584	\$115,703	\$119,704	\$1,085,955	
2025	\$114,779,896	\$30,000,000		\$401,730	\$312,000	\$713,730	\$114,665	\$110,943	\$114,780	\$1,054,118	
2026	\$109,855,896	\$30,000,000		\$384,496	\$312,000	\$696,496	\$109,746	\$106,184	\$109,856	\$1,022,282	
2027	\$104,931,896	\$30,000,000		\$367,262	\$312,000	\$679,262	\$104,827	\$101,425	\$104,932	\$990,445	
2028	\$100,007,896	\$30,000,000		\$350,028	\$312,000	\$662,028	\$99,908	\$96,665	\$100,008	\$958,609	
2029	\$95,083,896	\$30,000,000		\$332,794	\$312,000	\$644,794	\$94,989	\$91,906	\$95,084	\$926,772	
2030	\$90,159,896	\$90,159,896		\$315,560	\$937,663	\$1,253,223	\$360,279	\$349,585	\$90,160	\$2,052,247	
2031	\$85,235,896	\$85,235,896		\$298,326	\$886,453	\$1,184,779	\$340,603	\$329,548	\$85,236	\$1,940,165	
2032	\$80,311,896	\$80,311,896		\$281,092	\$835,244	\$1,116,335	\$320,926	\$310,510	\$80,312	\$1,828,083	
2033	\$75,387,896	\$75,387,896		\$263,858	\$784,034	\$1,047,892	\$301,250	\$291,472	\$75,388	\$1,716,002	
2034	\$70,463,896	\$70,463,896		\$246,624	\$732,825	\$979,448	\$281,574	\$272,435	\$70,464	\$1,603,920	
				<b>Total</b>	<b>\$5,429,391</b>	<b>\$7,296,219</b>	<b>\$12,725,609</b>	<b>\$2,753,177</b>	<b>\$2,663,816</b>	<b>\$1,551,254</b>	<b>\$19,693,856</b>
				<b>Diff</b>	<b>\$0</b>	<b>\$8,836,828</b>	<b>\$8,836,828</b>	<b>\$3,445,636</b>	<b>\$3,333,799</b>	<b>\$0</b>	<b>\$15,616,263</b>

Assumes School Value Limitation and Tax Abatements with the County and City

Source: CPA, Hailiang Copper Texas, Inc.

Tax Rate per \$100 Valuation

**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.

**Attachment B - Tax Revenue before 25<sup>th</sup> Anniversary of Limitation Start**

This represents the Comptroller's determination that Hailiang Copper Texas, Inc. (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years	2017	\$0	\$0	\$0	\$0
	2018	\$0	\$0	\$0	\$0
	2019	\$0	\$0	\$0	\$0
Limitation Period (10 Years)	2020	\$312,000	\$312,000	\$901,429	\$901,429
	2021	\$312,000	\$624,000	\$1,086,549	\$1,987,979
	2022	\$312,000	\$936,000	\$1,035,340	\$3,023,318
	2023	\$312,000	\$1,248,000	\$984,130	\$4,007,448
	2024	\$312,000	\$1,560,000	\$932,921	\$4,940,369
	2025	\$312,000	\$1,872,000	\$881,711	\$5,822,080
	2026	\$312,000	\$2,184,000	\$830,501	\$6,652,581
	2027	\$312,000	\$2,496,000	\$779,292	\$7,431,873
	2028	\$312,000	\$2,808,000	\$728,082	\$8,159,955
	2029	\$312,000	\$3,120,000	\$676,873	\$8,836,828
Maintain Viable Presence (5 Years)	2030	\$937,663	\$4,057,663	\$0	\$8,836,828
	2031	\$886,453	\$4,944,116	\$0	\$8,836,828
	2032	\$835,244	\$5,779,360	\$0	\$8,836,828
	2033	\$784,034	\$6,563,394	\$0	\$8,836,828
	2034	\$732,825	\$7,296,219	\$0	\$8,836,828
Additional Years as Required by 313.026(c)(1) (10 Years)	2035	\$681,615	\$7,977,834	\$0	\$8,836,828
	2036	\$630,405	\$8,608,239	\$0	\$8,836,828
	2037	\$579,196	\$9,187,435	\$0	\$8,836,828
	2038	\$527,986	\$9,715,421	\$0	\$8,836,828
	2039	\$476,777	\$10,192,197	\$0	\$8,836,828
	2040	\$425,567	\$10,617,764	\$0	\$8,836,828
	2041	\$374,357	\$10,992,121	\$0	\$8,836,828
	2042	\$362,252	\$11,354,373	\$0	\$8,836,828
	2043	\$350,146	\$11,704,519	\$0	\$8,836,828
	2044	\$338,041	\$12,042,560	\$0	\$8,836,828

\$12,042,560 is greater than \$8,836,828

<b>Analysis Summary</b>	
Is the project reasonably likely to generate tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

NOTE: The analysis above only takes into account this project's estimated impact on the M&O portion of the school district property tax levy directly related to this project.  
Source: CPA, Hailiang Copper Texas, Inc.

**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.

## Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

### Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

### Determination

The Comptroller has determined that the limitation on appraised value is a determining factor in the Hailiang Copper Texas, Inc.’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per Hailiang Copper Texas, Inc. in Tab 5 of their Application for a Limitation on Appraised Value:
  - A. “Currently there are multiple locations within the United States being evaluated for an additional Hailiang Copper tubing manufacturing facility. These sites include areas in Pennsylvania and California where similar economic incentives exist as well as conditions which make both locations ideal for copper manufacturing, including access to copper mines and proximity to national ports.”
  - B. “Ultimately, the 313 value limitation agreement will be the deciding factor for Hailiang America Corporation to select southeast Texas for the placement of a new facility. Like the sites being evaluated in Pennsylvania and California, Sealy, Texas, is also an ideal location for the placement of an additional copper tubing manufacturing facility considering its proximity to the Port of Houston and South Louisiana. Without the 313 value limitation agreement, the Sealy, Texas, location however is not as attractive as sites elsewhere primarily because the Sealy location does not have the ease of access to raw copper as California does.”
  - C. “In the event a 313 value limitation agreement is not reached, Hailiang Copper Texas, Inc. could undoubtedly reallocate the capital to be used for the establishment of this facility to another state or country where similar economic incentives exist as well as access to greater amounts of raw copper and shipping ports.”
- According to the Sealy ISD – Board of Trustees Meeting Minutes dated November 28, 2018, “Hailiang asked the district to consider approving them to submit an application to the state of Texas for limitation on appraised value of property for the district’s maintenance and operations taxes. Hailiang is the leading manufacturer of copper tubing in China. Their U.S. headquarters is in Pennsylvania and they have a facility in California. The company is purchasing the industrial park facility in Sealy, TX and will retrofit part of the facility to meet their needs. Hailiang intends to start construction April 2019 and their projected completion date is January 2020.”

- An October 11, 2018 *Yicai Global* article stated the following
  - A. "China's Zhejiang Hailiang will invest USD45 million to purchase a plot of land in Texas, the US, to build a copper pipe production line."
  - B. "The company inked a corresponding agreement with Pasadena, Texas-based Five Star Properties Sealy on Oct. 9 to acquire the parcel the latter owns in the Lone Star State, the major copper processor headquartered in Zhuji in China's eastern Zhejiang province said in an announcement yesterday."
  - C. "The 200-acre plot acquired, which includes a total construction area of 928,000 square feet (86,200 square meters), will be the site of a production line making copper refrigerating air conditioning pipes, water pipes, coils, insulation pipes and other conduits, the announcement stated, but without specifying where in Texas the land is located."
- Additional research found the project was not purchased in October 2018. According to Austin County Appraisal District Records, the actual deed date of land occurred on December 14, 2018.

**Supporting Information**

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value
- c) Additional information provided by the Applicant or located by the Comptroller

**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.

## **Supporting Information**

**Section 8 of the Application for  
a Limitation on Appraised Value**

Supplement - Section 8 Question #1 5-9-2019

Texas Comptroller of Public Accounts

Data Analysis and  
Transparency  
Form 50-296 A

SECTION 6: Eligibility Under Tax Code Chapter 313.024

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

SECTION 7: Project Description

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

<input type="checkbox"/> Land has no existing improvements	<input checked="" type="checkbox"/> Land has existing improvements (complete Section 13)
<input type="checkbox"/> Expansion of existing operation on the land (complete Section 13)	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur?  Yes  No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project?  Yes  No
3. Does the applicant have current business activities at the location where the proposed project will occur?  Yes  No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location?  Yes  No
5. Has the applicant received any local or state permits for activities on the proposed project site?  Yes  No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site?  Yes  No
7. Is the applicant evaluating other locations not in Texas for the proposed project?  Yes  No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities?  Yes  No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project?  Yes  No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas?  Yes  No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

## **Supporting Information**

**Attachments provided in Tab 5  
of the Application for a  
Limitation on Appraised Value**



## Tab 5

### *Limitation as a Determining Factor*

Hailiang Copper Texas, Inc is being managed and developed by Hailiang America Corporation, a U.S. division of the China Hailiang Group. Hailiang Group has offices across the globe including China, Mongolia, Vietnam and the United States. Currently there are multiple locations within the United States being evaluated for an additional Hailiang Copper tubing manufacturing facility. These sites include areas in Pennsylvania and California where similar economic incentives exist as well as conditions which make both locations ideal for copper manufacturing, including access to copper mines and proximity to national ports.

Ultimately, the 313 value limitation agreement will be the deciding factor for Hailiang America Corporation to select southeast Texas for the placement of a new facility. Like the sites being evaluated in Pennsylvania and California, Sealy, Texas, is also an ideal location for the placement of an additional copper tubing manufacturing facility considering its proximity to the Port of Houston and South Louisiana. Without the 313 value limitation agreement, the Sealy, Texas, location however is not as attractive as sites elsewhere primarily because the Sealy location does not have the ease of access to raw copper as California does. In the event a 313 value limitation agreement is not reached, Hailiang Copper Texas, Inc could undoubtedly reallocate the capital to be used for the establishment of this facility to another state or country where similar economic incentives exist as well as access to greater amounts of raw copper and shipping ports.

Hailiang Group remains a leading copper tubing manufacturing company, producing 25,000 tons of copper products every month, with global clients across 188 countries. Currently, Hailiang's assets total \$1.4 Billion USD with a total profit of \$76.5 Million USD. Considering Hailiang Group footprint across the world, their decision on manufacturing facility placement is largely determined by area economic incentives.

## **Supporting Information**

Additional information  
provided by the Applicant or  
located by the Comptroller

## Minutes of Regular Meeting

### The Board of Trustees Sealy ISD

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A Regular Meeting of the Board of Trustees of Sealy ISD was held Wednesday, November 28, 2018, beginning at 6:30 PM in the Sealy Elementary, 723 FM 2187, Sealy, TX 77474.

**1. Roll Call; Establishment of Quorum; Call to Order and Ceremonial Opening**

Members Present: Robert Arnold, Katy Grigar, Jay Aguado, Ryan Reichardt, Creed Roberts

Members Absent: Brian Owen, Joe Mike Young

**2. Public Comments – None**

**3. Consent Agenda**

- A. Donation from Wal-Mart
- B. Donation from Casey Killough
- C. 10-24-18 Public Hearing Minutes
- D. 10-24-18 Regular Board Meeting Minutes
- E. 11-12-18 Special Board Meeting Minutes
- F. Consider Approval of Change in Bank Signatures
- G. Investment Report

*A motion was made approve the consent agenda as presented.*

Motion: Creed Roberts      2<sup>nd</sup>: Katy Grigar      For: 5      Against: 0

**4. Consider Approval of Fiscal Year 2018 Audit Report**

Presenter: Jim Obermeier/Steve Van Manen

The audit report is a written opinion of the auditor regarding the financial standing of the district. Mr. Steve Van Manen representing Harrison, Waldrop & Uherek, LLP explained that once the audit report was approved, the board president and the board secretary would need to sign the certificate of the board and consequently he would send it to TEA. Mr. Van Manen reported that

the district has received a clean opinion which is the highest form of assurance that an auditor can give to confirm that the district's financial statements are accurate. The district's financial change position is positive, has an adequate fund balance, and under spent the allotted budget. The district is compliance with federal programs for federal funds and the district's debt level is moderate.

*A motion was made to approve the 2017-2018 Audit Report.*

Motion: Robert Arnold                      2<sup>nd</sup>: Jay Aguado                      For: 5                      Against: 0

**5. Review Conflict of Interest Policies and Board Conflict of Interest Acknowledgement**  
Presenter: Sheryl Moore

Dr. Terry Smith with Powell & Leon, LLP law firm presented a Conflict of Interest Acknowledgement to the school board. Dr. Smith asked the board members to review and initial the acknowledgement if they don't have a conflict based on what they currently know about the project with the 313 Agreement Application. The acknowledgement will be kept as part of the minutes for archival purposes.

**6. Adopt Board Policy CCG(LOCAL)**  
Presenter: Sheryl Moore

The proposed CCG(LOCAL) policy outlines the procedures the district will need to follow to file, review, and accept 313 projects and outlines the provisions the board will use when considering amendments to, and when necessary, enforce agreements for 313 projects.

*A motion was made approve the changes to CCG(LOCAL)as presented.*

Motion: Katy Grigar                      2<sup>nd</sup>: Robert Arnold                      For: 5                      Against: 0

**7. Consider Approval to Accept an Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes submitted by Hailiang Copper Texas, Inc.**  
Presenter: Sheryl Moore

Hailiang asked the district to consider approving them to submit an application to the state of Texas for limitation on appraised value of property for the district's maintenance and operations taxes. Hailiang is the leading manufacturer of copper tubing in China. Their U.S. headquarters is in Pennsylvania and they have a facility in California. The company is purchasing the industrial park facility in Sealy, TX and will retrofit part of the facility to meet their needs. Hailiang intends

to start construction April 2019 and their projected completion date is January 2020. Dr. Terry Smith from Powell & Leon reviewed the district's advantages for approving the application, the process, and timeline. The district would need to approve the application before the comptroller reviews it for suitability. Once approved by the comptroller the district would then start negotiations on the company's M&O tax rate.

*A motion was made to approve the application of Halliang Copper Texas, INC to seek state approval for Limitation on Appraised Value of Property Agreement with Sealy ISD.*

Motion: Robert Arnold      2<sup>nd</sup>: Creed Roberts      For: 5      Against: 0

- 8. Consider and Possible Action to Authorize the Superintendent of Schools to Approve Any Extension of the 150-Day Deadline to Review the Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes Submitted by Halliang Copper Texas, Inc., subject to Board Ratification**  
Presenter: Sheryl Moore

Should complications arise during the process for said application, the district requested the board's approval to authorize the Superintendent to approve any extension of the 150-day deadline for the application for a Limitation on Appraised Value of Property for Sealy ISD M&O Taxes.

*A motion was made to approve to grant the authority to the superintendent to approve any extension of the 150-day deadline for the Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes submitted by Halliang Copper Texas, Inc.*

Motion: Creed Robert      2<sup>nd</sup>: Jay Aguado      For: 5      Against: 0

- 9. Consider and Possible Action to Retain the Professional Services of Powell & Leon, LLP and Jigsaw Consulting to Assist the District in Evaluating and Reviewing the Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes Submitted by Halliang Copper Texas, Inc.**  
Presenter: Sheryl Moore

The administration is requesting approval to retain the services of Powell & Leon & Jigsaw Consulting for guidance during the agreement process. Halliang Copper Texas, Inc. has given Sealy ISD \$75,000 to be used for attorney and consulting fees to avoid any cost to the district.



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# China's Hailiang Group Buys Land for Copper Pipe Production Line in Texas

TANG SHIHUA 

DATE : OCT 11 2018 / SOURCE : YICAI



*China's Hailiang Group Buys Land for Copper Pipe Production Line in Texas*

(Yicai Global) Oct. 11 -- China's Zhejiang Hailiang will invest USD45 million to purchase a plot of land in Texas, the US, to build a copper pipe production line.

<https://www.yicai.com/news/china%E2%80%99s-hailiang-group-buys-land-copper-pipe-production-line-texas>

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The company inked a corresponding agreement with Pasadena, Texas-based Five Star Properties Sealy on Oct. 9 to acquire the parcel the latter owns in the Lone Star State, the major copper processor headquartered in Zhuji in China's eastern Zhejiang province said in an announcement yesterday.

The 200-acre plot acquired, which includes a total construction area of 928,000 square feet (86,200 square meters), will be the site of a production line making copper refrigerating air conditioning pipes, water pipes, coils, insulation pipes and other conduits, the announcement stated, but without specifying where in Texas the land is located.

Hailiang will break ground on the facility after taking delivery of the land, the announcement added, but withheld further information on the project's expected total investment, designated scale and estimated dates of completion and commissioning.

The company has outsourced processing in North America in recent years, so the US production base will fill in gaps in its own production capacity in the region, per the announcement.

The announcement made no of mention whether the US investment has a direct nexus with China-US trade frictions. The American market (both North and South America) is a very important global consumer market for copper tubing, it said, adding that the US copper pipe base will enhance the company's supply capacity in the Americas, shorten the delivery cycle, establish brand influence, and provide local customers with better products and supporting

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Yicai Global - China's Hailiang Group Buys Land for Copper Pipe Production Line in Texas

services.

Hailiang Group, one of the country's largest exporters of copper pipes and fittings, boasts several production bases in China and Southeast Asian countries.

It acquired a 100 percent stake in leading Bettendorf, Iowa-based air-conditioning, refrigeration and plumbing wholesaler JMF in 2016 and has gained a distinct brand influence and sales channels in the North American market, public information shows.

Editor: Ben Armour

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Keywords: Land Purchase , US , Texas , New Production Line , Trade Dispute Risk , Copper Pipe Maker , Copper Processing , Hailiang

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ICP备案(增值电信业务经营许可证 沪B2-20050348号 互联网视听节目服务(AVSP) 沪备2014002 沪ICP备14015572号-8 沪公网安备 31010602000015号)

## Austin CAD Property Search

Property ID: R000014268 For Year 2018

Map



## Property Details

## Account

Property ID: R000014268

Legal Description: ABST A371 M M KENNEY TRACT 178 Acres.196.1030

Geographic ID: 14268

## Agent Code:

Type: R - REAL PROPERTY

## Location

Address: 5000 NW I-10 FRONTAGE RD

## Map ID:

Neighborhood CD: I10A I10 ZONE A

## Owner

Owner ID: 90716450

Name: FIVE STAR PROPERTIES SEALY LLC %PROPERTY TAX DEPT

Mailing Address: PO BOX 1042  
SEABROOK, TX 77586

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

### Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$1,675,896
Agricultural Market Valuation:	\$0
Market Value:	\$1,675,896
Ag Use Value:	\$0
Appraised Value:	\$1,675,896
Homestead Cap Loss: Ⓞ	\$0
Assessed Value:	\$1,675,896

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

### Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
1	AUSTIN COUNTY	0.399600	\$1,675,896	\$1,675,896	\$6,896.88	
1	FARM/MARKET RD	0.081100	\$1,675,896	\$1,675,896	\$1,359.15	
2	AUSTIN COUNTY ESD#2	0.100000	\$1,675,896	\$1,675,896	\$1,675.90	
2	SPC RD & BRIDGE	0.067200	\$1,675,896	\$1,675,896	\$1,126.20	
3	SEALY ISD	1.390000	\$1,675,896	\$1,675,896	\$23,294.95	
3	CITY OF SEALY	0.386630	\$1,675,896	\$1,675,896	\$6,479.52	

Total Tax Rate: 2.424530 Estimated Taxes With Exemptions: \$40,632.60 Estimated Taxes Without Exemptions: \$40,632.60

### Property Improvement - Building

### Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
I10W-N (HWY 90 TO PY	F2 - Real Industrial	196.103	8,542,246.68	0.00	0.00	\$1,675,896	\$0

### Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed	
2019		N/A	N/A	N/A	N/A	N/A	
2018		\$0	\$1,675,896	\$0	\$1,675,896	\$0	\$1,675,896
2017		\$0	\$1,675,896	\$0	\$1,675,896	\$0	\$1,675,896
2016		\$0	\$1,675,896	\$0	\$1,675,896	\$0	\$1,675,896
2015		\$0	\$1,675,896	\$0	\$1,675,896	\$0	\$1,675,896
2014		\$0	\$556,250	\$0	\$556,250	\$0	\$556,250
2013		\$0	\$556,250	\$0	\$556,250	\$0	\$556,250
2012		\$0	\$556,250	\$0	\$556,250	\$0	\$556,250
2011		\$0	\$556,250	\$0	\$556,250	\$0	\$556,250

### Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/14/2018	25	DSW	FIVE STAR PROPERTIES SEALY LLC	HAILIANG COOPER TX LLC	AUSTIN CO FILE	185797	12/18/2018
2/24/2015	25	DSW	FIVE STAR PROPERTIES SEALY LLC	FIVE STAR PROPERTIES SEALY LLC	AUSTIN CO FILE	#150882	02/27/15
2/24/2015	34	ADDR	BAE SYSTEMS TACTICAL VEHICLE SYSTEMS LP	FIVE STAR PROPERTIES SEALY LLC	AUSTIN CO FILE	#150882	02/27/15
10/28/2010	25	DSW		BAE SYSTEMS TACTICAL VEHICLE SYSTEMS LP	AUSTIN CO FILE	#104234	11/1/10

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**Findings and Order of the Sealy Independent School District  
Board of Trustees under the Texas Economic Development Act on the Application Submitted by  
Hailiang Copper Texas, Inc. (Tax ID 32068710592) (Application #1327)**

**EXHIBIT B**

**Summary of Financial Impact on  
Sealy Independent School District Prepared by  
Education Service Center, Region 12**

**SUMMARY OF THE FINANCIAL IMPACT OF THE PROPOSED  
HAILIANG COPPER TEXAS, INC. PROJECT  
(APPLICATION #1327)  
ON THE FINANCES OF  
SEALY INDEPENDENT SCHOOL DISTRICT  
UNDER A REQUESTED  
CHAPTER 313 APPRAISED VALUE LIMITATION**

**PREPARED BY  
EDUCATION SERVICE CENTER, REGION 12  
AUGUST 14, 2019**

## Introduction

Hailiang Copper Texas, INC. ("Hailiang Copper" or "Company") has submitted an application to the Sealy Independent School District ("SISD" or "District") requesting a property value limitation on a proposed project, located within the school district boundaries, under Chapter 313 of the Texas Tax Code. The proposed project is a copper tubing manufacturing facility, located in Austin County, TX. The company estimates that the total investment in this project will be in excess of \$130 million.

Local government entities in Texas, including school districts, rely heavily on the ad valorem property tax to fund operations and building projects. Thus, the property tax burden that Texas imposes on individuals and business entities is higher compared to most other states. Seeking to encourage economic development and to attract large scale capital investment, the 77th Texas Legislature in 2001 enacted House Bill 1200 creating Tax Code Chapter 313, the Texas Economic Development Act. The act as amended by the legislature in 2007, 2009, and 2013 now grants eligibility to companies engaging in manufacturing, advanced clean energy projects, research and development, clean coal projects, renewable electric energy generation, electric power generation using integrated gasification combined cycle technology, nuclear electric power generation and a computer center used primarily in connection to one of the other categories, or a Texas Priority Project. Under the provisions of this law, the Sealy Independent School District may grant a value limitation for maintenance and operation taxes in the amount of \$30 million dollars for a period of ten years.

The application calls for the project to be fully taxable for both maintenance and operation (M&O) and interest and sinking (I&S) during the 2019-20 school year. Beginning with the 2020-21 school year, the value of the project would be limited to \$30 million for maintenance and operation (M&O) tax purposes and remain limited through the 2029-30 school year. The full value of the project will be taxable for debt service purposes using the I&S tax rate in all years of the agreement.

Revenue Protection Payment to Sealy ISD -	\$1,013,416
Supplemental Payments to Sealy ISD -	\$3,681,556
Total Revenue to Sealy ISD Resulting from Tax Code Chapter 313 Agreement	<u>\$4,694,972</u>
Total Tax Savings to Company after all Payments -	<u>\$5,573,901</u>

## School Finance Mechanics

The Texas system of public-school funding is based on the ad valorem property tax. Schools levy a tax rate for maintenance and operation (M&O) and interest and sinking (I&S) against a current year tax roll. As a result of House Bill 3, as passed by the 86<sup>th</sup> Texas Legislature, signed into law, and effective in relevant part, on September 1, 2019, State funding is calculated using current year property value, which is a significant change from prior law which has relied on prior year values as certified by the Comptroller's Property Tax Division (CPTD), since 1993. However, for the purposes of districts with Tax Code Chapter 313 agreements and in accordance with Sec. 48.256 – LOCAL SHARE OF PROGRAM COST (TIER I), Subsection d - *A revenue protection payment required as part of an agreement for a limitation on appraised value shall be based on the district's taxable value of property for the preceding tax year.*

Texas school districts are funded by some combination of local ad valorem property taxes and state aid. Most of the money that a school district generates through the funding formulas is generated in Tier 1. Local M&O collections at the compressed tax rate generate Tier I funding. In 2019-20, a school district's Tier I revenue is the greater of the adjusted minimum target revenue amount or the state share of Tier 1 plus local M&O collections at the compressed rate. The Tier 1 formulas start with a Basic Allotment per student of \$6,160. Funding calculations use the number of students in average daily attendance, the number of students who participate in categorical/special programs, and adjustments for size, sparsity, and location determine a Total Cost of Tier 1. A Local Fund Assignment is determined by multiplying the district's compressed tax rate by the current year property value. This formula determines the local ad valorem property taxes the district must collect in order to satisfy the district's share of the Tier 1 cost. School districts that are relatively property wealthy per student fund most of the Total Cost of Tier 1 with local property taxes, while school districts that are relatively property poor per student receive most of the Total Cost of Tier 1 from state aid.

Sealy ISD is a relatively property wealthy district per student and so most of its M&O revenue is generated from local ad valorem property taxes. In attempting to provide some degree of funding equity among school districts, the formulas provide guaranteed yields for both Tier I (formula funding) and for Tier II (enrichment). For those districts that generate local revenue in excess of entitlement amounts, the excess revenue is recaptured. Under prior law, recapture was a function of excess property wealth per weighted student. The system continues to rely on both golden (greater of 96<sup>th</sup> percentile of wealth up to 160% of basic allotment) and copper (equalized up to \$49.28/WADA) enrichment pennies (Tier II tax rate). Under HB 3, districts can access up to 8 golden pennies. Copper pennies will be compressed in manner that generates the same revenue for the compressed number of pennies as were taxed under the old law. SISD currently has property wealth per weighted ADA that is more than the second equalized wealth

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level at \$388,345 per weighted ADA. Under prior law, SISD was considered a Chapter 41 district and would have paid recapture on their copper pennies. The implementation of HB 3 is not expected to alter Sealy's status in terms of not being required to pay recapture. Hailing Copper is requesting that the value of the copper tubing manufacturing facility be limited to \$30,000,000 in years one through ten of the agreement, corresponding to the 2020-21 school year through the 2029-30 school year. The full value of the project would be subject to interest and sinking (I&S) taxes levied by Sealy ISD in all years of the agreement.

### **Underlying Assumptions**

A forecast of the financial impact that the proposed value limitation will have on SISD's future revenue is critical information that will be very useful to the district when making the decision to grant the limitation and for the district's long-range financial planning process. Analysis for this application covers the 2019-20 through the 2034-35 school years.

The Revenue Protection Clause of the proposed agreement calls for the school district to be held harmless against any potential state and local maintenance and operation revenue losses as a result of the value limitation agreement. Revenue protection calculations are to be made using whatever property tax laws and school funding formulas are in place at that time in years one through ten of the agreement. This stipulation is a statutory requirement under Section 313.027 of the Tax Code.

The approach used in this report was to predict 16 years of base data including average daily attendance, M&O and I&S tax rates, M&O tax collections and current year (CAD) values and prior year (CPTD) values for each year of the agreement. For the purposes of this analysis, final 2017 CPTD values were used as well as 2018 CAD values from Austin CAD. These values have been included in the base data illustrated in **Table 1**.

**Table 1 Base District Information**  
**Sealy ISD Hailing Copper Texas, Inc. #1327**

Year of Agreement	School Year	ADA	WADA	Assumed M&O Tax Rate	Assumed I&S Tax Rate	CAD Value No Limit	CAD Value with Limitation
0	2018-19	2,630	3,664	\$0.9700	\$0.3000	\$1,441,689,779	\$1,441,689,779
0	2019-20	2,630	3,664	\$0.9700	\$0.3000	\$1,443,365,675	\$1,443,365,675
QTP1/L1	2020-21	2,630	3,664	\$0.9700	\$0.3000	\$1,558,365,675	\$1,471,689,779
QTP2/L2	2021-22	2,630	3,664	\$0.9700	\$0.3000	\$1,576,165,675	\$1,471,689,779
L3	2022-23	2,630	3,664	\$0.9700	\$0.3000	\$1,571,241,675	\$1,471,689,779
L4	2023-24	2,630	3,664	\$0.9700	\$0.3000	\$1,566,317,675	\$1,471,689,779
L5	2024-25	2,630	3,664	\$0.9700	\$0.3000	\$1,561,393,675	\$1,471,689,779
L6	2025-26	2,630	3,664	\$0.9700	\$0.3000	\$1,556,469,675	\$1,471,689,779
L7	2026-27	2,630	3,664	\$0.9700	\$0.3000	\$1,551,545,675	\$1,471,689,779
L8	2027-28	2,630	3,664	\$0.9700	\$0.3000	\$1,546,621,675	\$1,471,689,779
L9	2028-29	2,630	3,664	\$0.9700	\$0.3000	\$1,541,697,675	\$1,471,689,779
L10	2029-30	2,630	3,664	\$0.9700	\$0.3000	\$1,536,773,675	\$1,471,689,779
MVP1	2030-31	2,630	3,664	\$0.9700	\$0.3000	\$1,531,849,675	\$1,531,849,675
MVP2	2031-32	2,630	3,664	\$0.9700	\$0.3000	\$1,526,925,675	\$1,526,925,675
MVP3	2032-33	2,630	3,664	\$0.9700	\$0.3000	\$1,522,001,675	\$1,522,001,675
MVP4	2033-34	2,630	3,664	\$0.9700	\$0.3000	\$1,517,077,675	\$1,517,077,675
MVP5	2034-35	2,630	3,664	\$0.9700	\$0.3000	\$1,512,153,675	\$1,512,153,675
0	2035-36	2,630	3,664	\$0.9700	\$0.3000	\$1,507,229,675	\$1,507,229,675
0	2036-37	2,630	3,664	\$0.9700	\$0.3000	\$1,502,305,675	\$1,502,305,675
0	2037-38	2,630	3,664	\$0.9700	\$0.3000	\$1,497,381,675	\$1,497,381,675

To isolate the impact of the value limitation on the district's finances over this 16 year agreement, average daily attendance and maintenance and operation tax rates were held constant at levels that existed in the 2018-19 school year. An ADA of 2630, a WADA of 3664 and a 2018 M&O tax rate of \$1.04, compressed to \$ .97 under HB 3 are used for each year of the forecast. A tax collection rate of 100% is assumed in all of the calculations used in this analysis. The Austin CAD certified value for 2018 was used as the 2018 CAD value. This value was used as the basis for subsequent current year (CAD) values in this report.

The proposed agreement calls for Sealy ISD to be held harmless against potential state and local revenue losses that might occur as a result of the value limitation being in effect for any given year of the agreement. In order to predict when and if these revenue losses may occur, a state and local revenue projection for the 2019-2020 school year was completed to serve as base line data and is displayed in Table 2.

**Table 2 2019-2020 Projected Summary of Finances**

**Funding Elements**

**Students**

Refined Average Daily Attendance (ADA)	2,630.000
Weighted ADA (WADA)	3,664.675

**Property Values**

2019 (current tax year) Locally Certified Property Value	\$1,441,689,779
2018 (prior tax year) Adjusted State Certified Property Value	\$1,422,896,750

**Tax Rates and Collections**

2005 Adopted M&O Tax Rate	1.3800
2019 (current tax year) Compressed M&O Tax Rate	1.0000
Average Tax Collection Rate	99.0%
2019 (current tax year) M&O Tax Rate	0.9700
2019-2020 (current school year) M&O Tax Collections	\$15,748,888
2019 (current tax year) I&S Tax Rate	0.3000
2019-2020 (current school year) I&S Tax Collections	\$3,967,096
2019-2020 (current school year) Total Tax Collections	\$19,715,984
2019-2020 (current school year) Total Tax Levy	\$17,507,311

**Funding Components**

Adjusted Allotment	\$5,984
Revenue at Compressed Rate (RACR) per WADA	\$5,483
Cost of Education (CEI) Index	1.130
Adjusted CEI	1.130
Per Capita Rate	\$247.587

**Tier I Allotments**

Total Cost of Tier I	\$20,133,397
Less Local Fund Assignment	(\$14,228,968)
State Share of Tier I	\$5,904,429
Per Capita Distribution from Available School Fund (ASF)	\$637,400

**Foundation School Program (FSP) State Funding**

Greater of State Share of Tier I or (ASF+NIFA+HS)	\$5,904,429
Tier II	\$1,929,652
Other Programs	\$49,000
Less Total Available School Fund (\$247.587 * Prior Yr ADA)	(\$637,400)
Foundation School Fund	\$7,245,681
Available School Fund	\$637,400
EDA	\$0
Instructional Facilities Allotment (Bond)	\$0
Instructional Facilities Allotment (Lease Purchase)	\$0
Additional State Aid for Homestead Exemption (ASAHE) for Facilities	\$50,237
<b>TOTAL FSP/ASF STATE AID</b>	<b>\$7,933,318</b>

In any year of the limitation period where total state and or local funding with the full project value exceeds the total state and local funding produced when the limited value is used, a Revenue Protection Payment is indicated for that year. The results of these calculations are illustrated in Table 3.

**Table 3 Estimated Financial Impact**  
**Sealy ISD Hailing Copper Texas, Inc. #1327**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits	School District Benefit \$100 per ADA	Company Tax Benefit
0	2019-20	\$1,675,896	\$1,675,896	\$0	0.9700	\$16,256	\$16,256	\$0	\$0	\$0	\$0	\$262,968	-\$262,968
QTP1/L1	2020-21	\$116,675,896	\$30,000,000	\$86,675,896	0.9700	\$1,131,756	\$291,000	\$840,756	\$840,756	\$840,756	\$1,681,512	\$262,968	\$1,418,544
QTP2/L2	2021-22	\$134,475,896	\$30,000,000	\$104,475,896	0.9700	\$1,304,416	\$291,000	\$1,013,416	\$1,013,416	\$172,660	\$1,186,076	\$262,968	\$923,108
L3	2022-23	\$129,551,896	\$30,000,000	\$99,551,896	0.9700	\$1,256,653	\$291,000	\$965,653	\$965,653	\$0	\$965,653	\$262,968	\$702,685
L4	2023-24	\$124,627,896	\$30,000,000	\$94,627,896	0.9700	\$1,208,891	\$291,000	\$917,891	\$917,891	\$0	\$917,891	\$262,968	\$654,922
L5	2024-25	\$119,703,896	\$30,000,000	\$89,703,896	0.9700	\$1,161,128	\$291,000	\$870,128	\$870,128	\$0	\$870,128	\$262,968	\$607,159
L6	2025-26	\$114,779,896	\$30,000,000	\$84,779,896	0.9700	\$1,113,365	\$291,000	\$822,365	\$822,365	\$0	\$822,365	\$262,968	\$559,397
L7	2026-27	\$109,855,896	\$30,000,000	\$79,855,896	0.9700	\$1,065,602	\$291,000	\$774,602	\$774,602	\$0	\$774,602	\$262,968	\$511,634
L8	2027-28	\$104,931,896	\$30,000,000	\$74,931,896	0.9700	\$1,017,839	\$291,000	\$726,839	\$726,839	\$0	\$726,839	\$262,968	\$463,871
L9	2028-29	\$100,007,896	\$30,000,000	\$70,007,896	0.9700	\$970,077	\$291,000	\$679,077	\$679,077	\$0	\$679,077	\$262,968	\$416,108
L10	2029-30	\$95,083,896	\$30,000,000	\$65,083,896	0.9700	\$922,314	\$291,000	\$631,314	\$631,314	\$0	\$631,314	\$262,968	\$368,345
MVP1	2030-31	\$90,159,896	\$90,159,896	\$0	0.9700	\$874,551	\$874,551	\$0	\$0	\$0	\$0	\$262,968	-\$262,968
MVP2	2031-32	\$85,235,896	\$85,235,896	\$0	0.9700	\$826,788	\$826,788	\$0	\$0	\$0	\$0	\$262,968	-\$262,968
MVP3	2032-33	\$80,311,896	\$80,311,896	\$0	0.9700	\$779,025	\$779,025	\$0	\$0	\$0	\$0	\$262,968	-\$262,968
MVP4	2033-34	\$75,387,896	\$75,387,896	\$0	0.9700	\$731,263	\$731,263	\$0	\$0	\$0	\$0	\$0	\$0
MVP5	2034-35	\$70,463,896	\$70,463,896	\$0	0.9700	\$683,500	\$683,500	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>						<b>\$15,063,424</b>	<b>\$6,821,383</b>	<b>\$8,242,041</b>	<b>\$8,242,041</b>	<b>\$1,013,416</b>	<b>\$9,255,457</b>	<b>\$3,681,558</b>	<b>\$5,573,901</b>

\*Note: School District Revenue-Loss estimates are subject to change based on various factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year project appraisal values, and changes in school district tax rates. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

### Financial Impact on the School District

Utilizing the assumptions and methodology described above, total maintenance and operation revenue was estimated for each year of the agreement. Table 3, which summarizes the difference between the two models, indicates that there will be a total revenue loss of \$1.013 million over the course of the agreement. The revenue loss by the district, due to the agreement, is estimated to be mostly in the first two years of the value limitation period.

### Financial Impact on the Taxpayer

The terms of the proposed agreement call for the maintenance and operation (M&O) value of the project to be limited to \$30 million starting in school year 2020-21 and remaining limited through school year 2029-30. The potential gross and net tax savings to Hailing Copper are shown in Table 3. As stated earlier, an M&O tax rate of .97 and a collection rate of 100% is used throughout the calculations in this report. Table 3 shows gross tax savings due to the limitation of \$8.2 million over the length of the contract. Net

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tax savings are estimated to be \$5.6 million. To estimate supplemental payments to the school district of \$100 per ADA, a growth model of ADA was applied to the base ADA of 2,630, which was the ADA for SISD projected for the 2019-20 school year. SISD's growth rate for the last 10 years has averaged less than 1%, so no ADA growth was used in the calculation of supplemental payment.

### **Facilities Funding Impact on the District**

Reports submitted by Hailiang Copper show the full value of the property being depreciated over time. Even so, the full value of the project will be available to the district for I&S taxes and will enhance the district's ability to service current and future debt obligations. While the project is expected to provide additional employment opportunities in the area, the impact on student enrollment is predicted to be minimal.

### **Conclusion**

The Hailiang Copper project proposed in this application will benefit the community, the district, SISD, and the taxpayer, Hailiang Copper. The community will receive economic development, the taxpayer will enjoy savings on property taxes and the district will be held harmless from revenue loss due to the provisions of the agreement. The district will also enjoy an increased value available for I&S tax collections dedicated to debt service that can be leveraged to provide first class facilities for faculty and students.

Remember that the Texas Legislature could take additional action that could potentially change the impact of this agreement on the finances of Sealy ISD and result in estimates that differ significantly from the estimates presented in this analysis. Some of the factors that could significantly change these estimates are legislative or administrative changes by the Texas Legislature, the Texas Education Agency or the Comptroller of Public Accounts. Those changes could contain changes to the school finance formulas, property value appraisals and tax exemptions. Other factors which could change, and will impact the estimates of this agreement, include changes to property values, district tax rates and student enrollment.

Findings and Order of the Sealy Independent School District  
Board of Trustees under the Texas Economic Development Act on the Application Submitted by  
Hailiang Copper Texas, Inc (Tax ID 32068710592) (Application #1327)

**EXHIBIT C**

**Proposed Agreement between  
Sealy Independent School District  
and Hailiang Copper Texas, Inc**

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

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by and between

**SEALY INDEPENDENT SCHOOL DISTRICT**

and

**HAILIANG COPPER TEXAS, INC.**

*(Texas Taxpayer ID #32068710592)*

Comptroller Application #1327

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Dated

September 25, 2019

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

STATE OF TEXAS                   §  
  §  
COUNTY OF AUSTIN               §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **SEALY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **HAILIANG COPPER TEXAS, INC.**, Texas Taxpayer Identification Number 32068710592, hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on November 28, 2018, the Superintendent of Schools of the Sealy Independent School District, acting as agent of the Board of Trustees of the District, received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

**WHEREAS**, on November 28, 2018, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

**WHEREAS**, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, the District and the Texas Comptroller’s Office have determined that the Application is complete and March 22, 2019 is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

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

**WHEREAS**, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on June 5, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

**WHEREAS**, the District’s Board of Trustees, acting through its Superintendent of Schools,

by letter dated July 30, 2019, extended the statutory deadline by which the District must consider the Application until December 31, 2019, and the Comptroller was provided notice of such extension as set out under 34 Texas Admin. Code Section 9.1054(d);

**WHEREAS**, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

**WHEREAS**, on September 25, 2019, 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 September 25, 2019, 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) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

**WHEREAS**, on September 16, 2019, 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;

**WHEREAS**, on September 25, 2019, 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 Board President and Secretary to execute and deliver such Agreement to the Applicant; and,

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

## **ARTICLE I** **DEFINITIONS**

### **Section 1.1. DEFINITIONS.**

Wherever used in this Agreement, 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 Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

"It" means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE as amended.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means Hailiang Copper Texas, Inc. (Texas Taxpayer ID #32068710592), the entity 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 the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 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 EXHIBIT 3 of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in EXHIBIT 4 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 the District by the Applicant on November 28, 2018. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the 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 the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the 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 Austin County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Sealy 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 the Comptroller.

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

“County” means Austin County, Texas.

“District” or “School District” means the Sealy 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 and to which Subchapter C of the Act applies. 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 the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

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

“Force Majeure” means those causes generally recognized under Texas law as constituting impossible conditions. Each Party must inform the other in writing with proof of receipt within 60 (sixty) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on EXHIBIT 2, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

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

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the 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 and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“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).

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

## **Section 1.2. NEGOTIATED DEFINITIONS.**

Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller’s Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C:

“Aggregate Limit” means, for any Tax Year during the Limitation Period of this Agreement, an amount equal to the Net Tax Benefit to the Applicant.

“Applicable School Finance Law” means the State constitution and laws, agency regulations and/or judicial rulings then controlling the public school finance system for Texas public schools and school districts generally and the District specifically, in accordance with all provisions thereof applicable to any terms of this Agreement at the time any computation, calculation or obligation of either Party under this Agreement is required to be performed or for the period to which such computation, calculation or obligation relates, as applicable. The term includes any amendments or successor statutes that may be adopted in the future which affect the calculation of the District’s Maintenance and Operations Revenue or the Applicant’s ad valorem tax obligation to the District, in each case, either with or without the limitation on appraised value of property pursuant to this Agreement.

“Cumulative Payments” means for each year of this Agreement the total of all payments, calculated under Articles IV, V and VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant to compensate District for loss of revenue under this Agreement.

“Lost M&O Revenue” means the reduction in Maintenance and Operations *ad valorem* Tax Revenue to the District caused by, resulting from, or on account of the execution of this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date of this Agreement.

“Maintenance and Operations Tax Revenue” means (i) those revenues which the 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, minus (iii) 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, in each case, as any of the items in clauses (i), (ii), and (iii) above may be amended by Applicable School Finance Law from time to time. Maintenance and Operations Revenue shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive and retain from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

“New M&O Revenue” means the total State and local Maintenance and Operations Tax Revenue that the District actually received for such school year attributable to the Qualified Property that is the subject of this Agreement.

“Net Tax Benefit” means, for any Tax Year during the term of this Agreement, an amount equal to (but not less than zero): (i) the amount of maintenance and operations *ad valorem* taxes which the Applicant would have paid to the District for such Tax Year and all previous Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; *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 Tax Year and all previous Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Articles IV, V, and VI of this Agreement.

“Original M&O Revenue” means the total State and local Maintenance and Operations Tax Revenue that the 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 Applicant’s Qualified Property been subject to the *ad valorem* maintenance and operations tax at the then-current tax rate. For purposes of this calculation, the Third Party will base its calculations upon the District’s taxable value of property for the preceding tax year as certified by the Appraisal District for all taxable accounts in the District, *less* the Qualified Property subject to this Agreement, *plus* the total appraised value of the Qualified Property subject to this Agreement which is or would be used for the calculation of the District’s tax levy for debt service (interest and sinking fund) *ad valorem* tax purposes.

“Third Party” shall have the meaning set forth in Section 4.3

**ARTICLE II**  
**AUTHORITY, PURPOSE AND LIMITATION AMOUNTS**

**Section 2.1. AUTHORITY.**

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

**Section 2.2. PURPOSE.**

In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation 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 March 22, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.
- B. The Application Approval Date for this Agreement is September 25, 2019.
- C. The Qualifying Time Period for this Agreement:
  - i. Starts on September 25, 2019, the Application Approval Date;
  - ii. Ends on December 31, 2021, the last day of the second complete Tax Year following the Qualifying Time Period start date.
- D. The Tax Limitation Period for this Agreement:
  - i. Starts on January 1, 2020, the first complete Tax Year that begins after the Application Review Date; and
  - ii. Ends on December 31, 2029, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.
- E. The Final Termination Date for this Agreement is December 31, 2034; which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii plus 5 years.
- F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

**Section 2.4. TAX LIMITATION.**

So long as the Applicant makes the Qualified Investment as required by Section 2.5, 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. Thirty Million Dollars (\$30,000,000.00)

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE

**Section 2.5. TAX LIMITATION ELIGIBILITY.**

In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00) during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$906 for all New Non-Qualifying Jobs created by the Applicant.

**Section 2.6. TAX LIMITATION OBLIGATIONS.**

In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide payments to the District that protect the District from the payment of extraordinary education- related expenses related to the project, as more fully specified in Article V;
- C. provide such Supplemental Payments as more fully specified in Article VI;
- D. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- E. No additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

**ARTICLE III**  
**QUALIFIED PROPERTY**

**Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.**

At the time of the Application Approval Date, the Land is within an area designated 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, and information concerning the designation, of such zone is attached to this Agreement as **EXHIBIT 1** 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 in **EXHIBIT 2**, 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 2** unless amended pursuant to the provisions of Section 10.2 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 3**, 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, the Comptroller's Rules, and Section 10.2 of this Agreement.

**Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.**

In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/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.**

The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the TEXAS TAX CODE as a manufacturing facility.

**ARTICLE IV**  
**PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES**

**Section 4.1. INTENT OF PARTIES.**

It is the intent of the Parties in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256 (d) of the TEXAS EDUCATION CODE that the District shall be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article V and Article VI of this Agreement. It is the intent of the Parties that the risk of any and all Lost M&O Revenue as a result of, or on account of, entering into this Agreement, will be borne by the Applicant and not by the District.

Subject to the limitations contained in this Agreement, the calculation of any Lost M&O Revenue required to be paid by the Applicant under this Article IV shall be made for the first time in the first complete Tax Year following the Application Approval Date and every year thereafter during the term of this Agreement.

Within 60 days from the date Commercial Operations begin, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such Qualified Property within the boundaries of the land which is subject to the Agreement, if such final description is different than the description provided in the Application or any supplemental application information, or if no substantial changes have been made, a verification of the fact that no substantial changes have been made.

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

- i. For illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party to the Agreement;
- ii. Are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and,
- iii. May change in future years to reflect changes in the Applicable School Finance Law.

**Section 4.2 CALCULATING LOST M&O REVENUE.**

Subject to the limitations contained in this Agreement, the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on Final Termination Date

(the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

Subject to the limitations contained in this Agreement, the Lost M&O Revenue owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue.

In making the calculations required by this Section 4.2:

- 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, the negative number will be considered to be zero.
- iv. For all calculations made for years during the Tax Limitation Period under this Section 4.2 of this Agreement, Subsection ii of this subsection will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 4.2 shall be made by a methodology which isolates only the full Maintenance and Operation Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or on account of or otherwise arising out of any other factors not contained in this Agreement.

#### **Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.**

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by Applicant in writing, which approval shall not unreasonably be withheld.

#### **Section 4.4. DATA USED FOR CALCULATIONS.**

The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Property, by the Appraisal District in its annual certified tax roll submitted to the District for each Tax Year pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third

Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

**Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.**

If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property, and such appeal remains unresolved at the time the Third Party selected under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of the appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

**Section 4.6. DELIVERY OF CALCULATIONS.**

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 of this Agreement shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date of this Agreement. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement.

**Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE.**

Notwithstanding any other provision in this Agreement, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement,

the Applicant shall make payments to the District that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operation Revenue 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 the District. Such payment shall be made no later than thirty (30) days following notice from the District of such determination and calculation. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change or administrative interpretation, and if the Applicant disagrees with any calculation or determination by the District of any adverse impact described in this Article IV, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

#### **Section 4.8. PAYMENT BY APPLICANT.**

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.4, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. The Applicant shall only be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 not to exceed Fifteen Thousand Dollars (\$15,000.00).

#### **Section 4.9. RESOLUTION OF DISPUTES.**

Should the Applicant disagree with the Third Party calculations made pursuant to this Article IV of this Agreement, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.4 for purposes of auditing or reviewing the information in connection with the certification. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees within thirty (30) days after receipt of the final determination of the calculations. Any appeal by the Applicant of the final determination of calculations shall in no way limit Applicant's other rights and remedies available hereunder, at law or in equity.

#### **Section 4.10. PAYMENT LIMITATION; AGGREGATE LIMIT**

In the event that the Revenue Protection Amount for any Tax Year during the Limitation Period of this Agreement shall exceed the Applicant's Net Tax Benefit for that Tax Year, the Revenue Protection Amount owed for that year shall be limited to the Applicant's Net Tax Benefit for that Tax Year. Amounts otherwise due and owing by the Applicant to the District which, by virtue of this payment limitation, are

not paid in that Tax Year shall be carried forward from year to year into subsequent Tax Years until paid in full.

**ARTICLE V**  
**PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

**Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.**

In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, Applicant on an annual basis shall also indemnify and reimburse District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely 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 caused directly by such project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 above.

**ARTICLE VI**  
**SUPPLEMENTAL PAYMENTS**

**Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS**

In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible 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, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under this Article VI are separate and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V, and that all payments under Article VI are subject to the separate limitations contained in Section 6.2 and Section 6.3. Each Supplemental Payment shall be due and payable on January 31<sup>st</sup> of the year following that in which such Supplemental Payment accrued.

**Section 6.2. SUPPLEMENTAL PAYMENT.** Notwithstanding the foregoing:

- A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement 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 times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Application.
- B. Supplemental Payments may only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.
- C. the limitation in Section 6.2.A 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.
- D. For purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District's Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District's Average Daily Attendance for the previous school year.

Failure to pay such Supplemental Payments shall constitute Material Breach of this Agreement, as set forth more fully herein at Article IX.

**Section 6.3. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT.**

For each Tax Year beginning with the period starting the first full or partial year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period, Supplemental payments shall be owed. During the Qualifying Time Period and for the three years following the end of the Tax Limitation Period, the supplemental payment amount shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Limitation Period of this Agreement the Cumulative Payment Amount, calculated under Sections IV, V and VI of this Agreement, exceeds the Aggregate Limit for such Tax Year, the difference between the Applicant's Supplemental Payment Amount so calculated and the Aggregate Limit for such Tax Year, shall be carried forward from year-to-year until paid to the District. The Aggregate Limit shall not apply nor limit Supplemental Payment amounts due to the District during the Qualified Time Period or in the three years following the end of the Tax Limitation Period.

**Section 6.4. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.**

All calculations required by this Article VI, including but not limited to: (i) the calculation of the Applicant's Cumulative Payment Amount; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Cumulative Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Applicant's Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.

- (a) The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.6.
- (b) The payment of all amounts due under this Article VI shall be made at the time set forth in Section 4.8.
- (c) Any appeal by the Applicant of the calculations made by the Third Party under this Article VI shall be done in the same manner as set forth in Section 4.9, above.

**Section 6.5. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.**

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees.

**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 each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the 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 the Applicant would have paid to the District for such Tax Year (determined by using the 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 Article IV 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 the Applicant to the 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 the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year 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 the 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 (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

## **ARTICLE VIII ADDITIONAL OBLIGATIONS OF APPLICANT**

### **Section 8.1. 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, the Applicant shall Maintain Viable Presence in the 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, the 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 the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

### **Section 8.2. REPORTS.**

In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the

Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

### **Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.**

During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE

### **Section 8.4. DATA REQUESTS.**

Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

### **Section 8.5. SITE VISITS AND RECORD REVIEW.**

The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records 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 the Applicant's Qualified Property.

- A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.
- B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

### **Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.**

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

- A. The District and the 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. The Applicant and the 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 latest occurring date of:
- i. date of submission of the final payment;
  - ii. Final Termination Date; or
  - iii. date of resolution of all disputes or payment.
- B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New 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 the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the 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 property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.
- C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.
- D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

#### **Section 8.7. 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, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

- A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;
- B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and
- C. acknowledges that if the 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 the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by Section 9.2 of this Agreement.

## **ARTICLE IX**

### **MATERIAL BREACH OR EARLY TERMINATION**

#### **Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.**

The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a "Material Breach"):

- 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. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;
- C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;
- D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;
- E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;
- F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;
- G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;
- H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this

- Agreement;
- I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;
  - J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;
  - K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller 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;
  - L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor's Office to have access to the Applicant's Qualified Property 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 the Applicant's Qualified Property under Sections 8.5 and 8.6;
  - M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;
  - N. The 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;
  - O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

## **Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.**

- A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.
- B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the 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, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:
  - i. whether or not a breach of this Agreement has occurred;
  - ii. whether or not such breach is a Material Breach;
  - iii. the date such breach occurred, if any;
  - iv. whether or not any such breach has been cured; and
- C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

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

### **Section 9.3. DISPUTE RESOLUTION.**

- A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have ninety (90) 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 the 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 ninety (90) days after the Applicant initiates mediation, 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 presiding in Austin County, Texas. 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) the District shall bear one-half of such mediator's fees and expenses and the 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 any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Austin County, Texas, 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 contract, agreement or undertaking made by a Party pursuant to this Agreement.
- C. If payments become due under this Agreement and are not received before the expiration of the ninety (90) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 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 the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of

such fees.

#### **Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.**

- A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.
- B. In the event that the District determines that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, prior to, and the District may terminate the Agreement effective on the later of: (i) the expiration of the ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.
- C. The sum of liquidated damages due and payable shall be the sum total of the 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 the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.
- D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.
- E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The 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 9.4.C 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 9.5. 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, the District's damages for such a default shall under no

circumstances exceed the amounts calculated under Section 9.4. In addition, the 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 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

#### **Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.**

Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make Thirty Million Dollars (\$30,000,000.00) of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by: (i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

#### **Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS**

Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

#### **Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS**

- A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.
- B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.
- C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section

2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

**ARTICLE X.**  
**MISCELLANEOUS PROVISIONS**

**Section 10.1. 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 courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.
- B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

	<b>To the District</b>	<b>With Copy to</b>
Name:	Sealy Independent School District	Sara Leon & Associates, LLC
Attn:	Superintendent Sheryl Moore or her successor	Sara Hardner Leon
Address:	939 Tiger Lane	2901 Via Fortuna, #475
City/Zip:	Sealy, TX 77474	Austin, TX 78746
Phone :	(979) 885-3516	Phone : (512) 637-4244
Fax :	(979) 885-6457	Fax : (512) 637-4245
Email:	smoore@sealyisd.com	sleon@saraleonlaw.com

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

**To the Applicant**

Name: Hailiang Copper Texas, Inc.  
Attn: Hu Wang  
Chief Executive Officer  
Address: 1142 S. Diamond Bar Blvd., Ste 370  
City/Zip: Diamond Bar, CA 91765  
Phone : 86 1358802152  
Email: hwang@hailiang.com

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

**Section 10.2. AMENDMENTS TO APPLICATION AND 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 Section 10.2.B. 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, the Application and this Agreement may only be amended according to the following:
- i. The Applicant shall submit to the District and the Comptroller:
    - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
    - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
    - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
  - ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
  - iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.
- C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:
- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
  - ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

- D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.
- E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided that the facts upon which the original determination was made have not changed.

### **Section 10.3. ASSIGNMENT.**

- A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.
- B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.
- C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

### **Section 10.4. 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 10.5. 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 a state district court in Austin County.

### **Section 10.6. 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 10.7. 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 so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, 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 10.8. 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 10.9. INTERPRETATION.**

- A. 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.
- B. 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.
- C. The provisions of the Act and the Comptroller's Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:
  - i. The Act;
  - ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and

- iii. This Agreement and its Attachments including the Application as incorporated by reference.

#### **Section 10.10. 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 10.11. PUBLICATION OF DOCUMENTS.**

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

- A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;
- B. The District shall provide on its website a link to the location of those documents posted on the 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 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.**

The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

#### **Section 10.13. DUTY TO DISCLOSE.**

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

#### **Section 10.14. CONFLICTS OF INTEREST.**

- A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with

this Agreement.

- B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.
- C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

**Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.**

Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and,
- D. all disputes in controversy have been resolved.

**Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.**

- A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e-mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.
- B. Delivery is deemed complete as follows:
  - i. When delivered if delivered personally or sent by express courier service;
  - ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
  - iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
  - iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic "read receipt" does not constitute acknowledgment of an e-mail for delivery purposes).

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 25<sup>th</sup> day of September, 2019.

**HAILIANG COPPER TEXAS, INC.**

**SEALY INDEPENDENT SCHOOL DISTRICT**

By: Wang m  
Hu Wang  
CEO, Hailiang Copper Texas, Inc.

By: [Signature]  
Ryan Reichardt  
President, Board of Trustees

ATTEST:

By: [Signature]  
Joe Mike Young  
Secretary, Board of Trustees

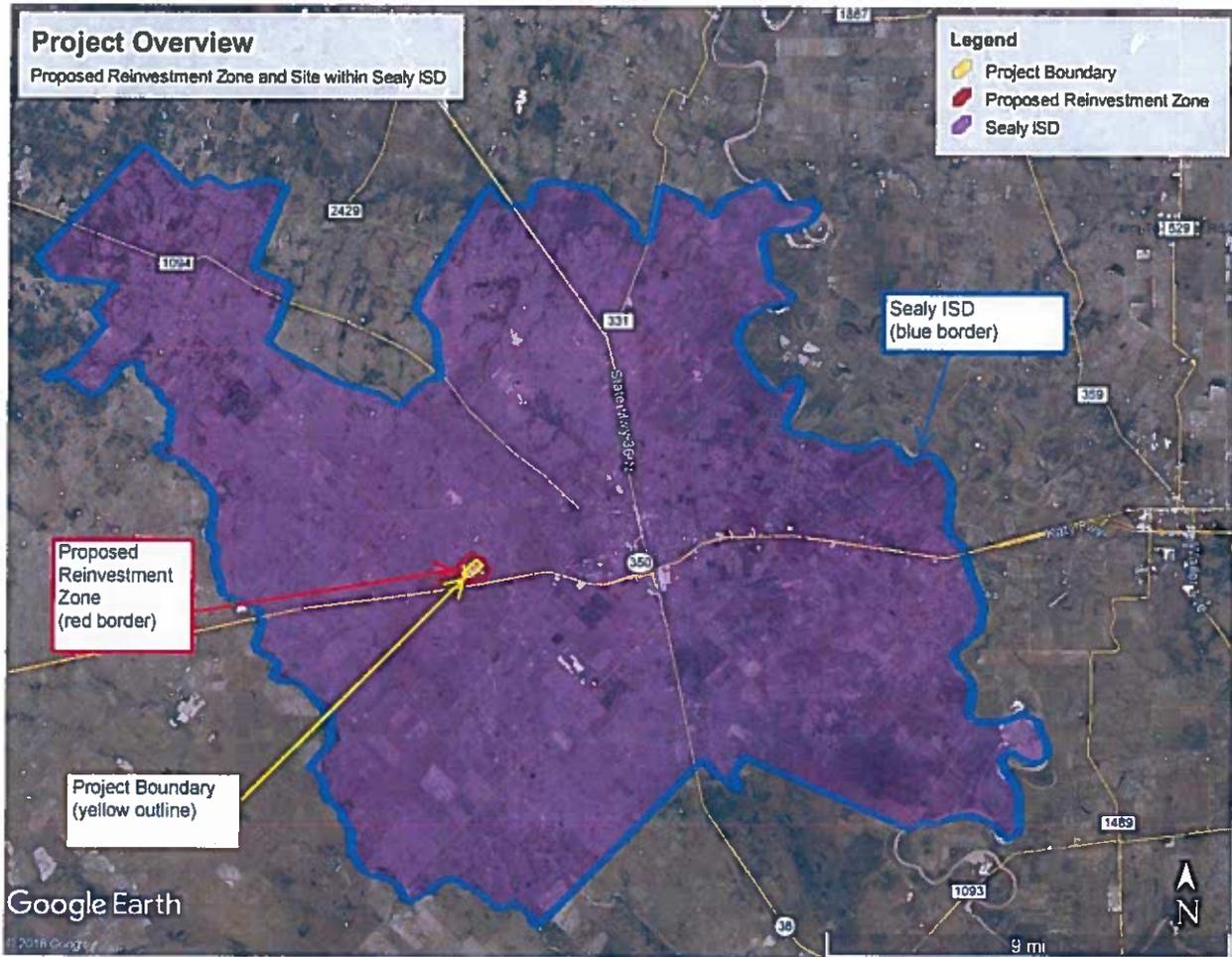
## EXHIBIT 1

### DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The proceeding chart is a description of the parcel for Hailiang Copper Texas, Inc.

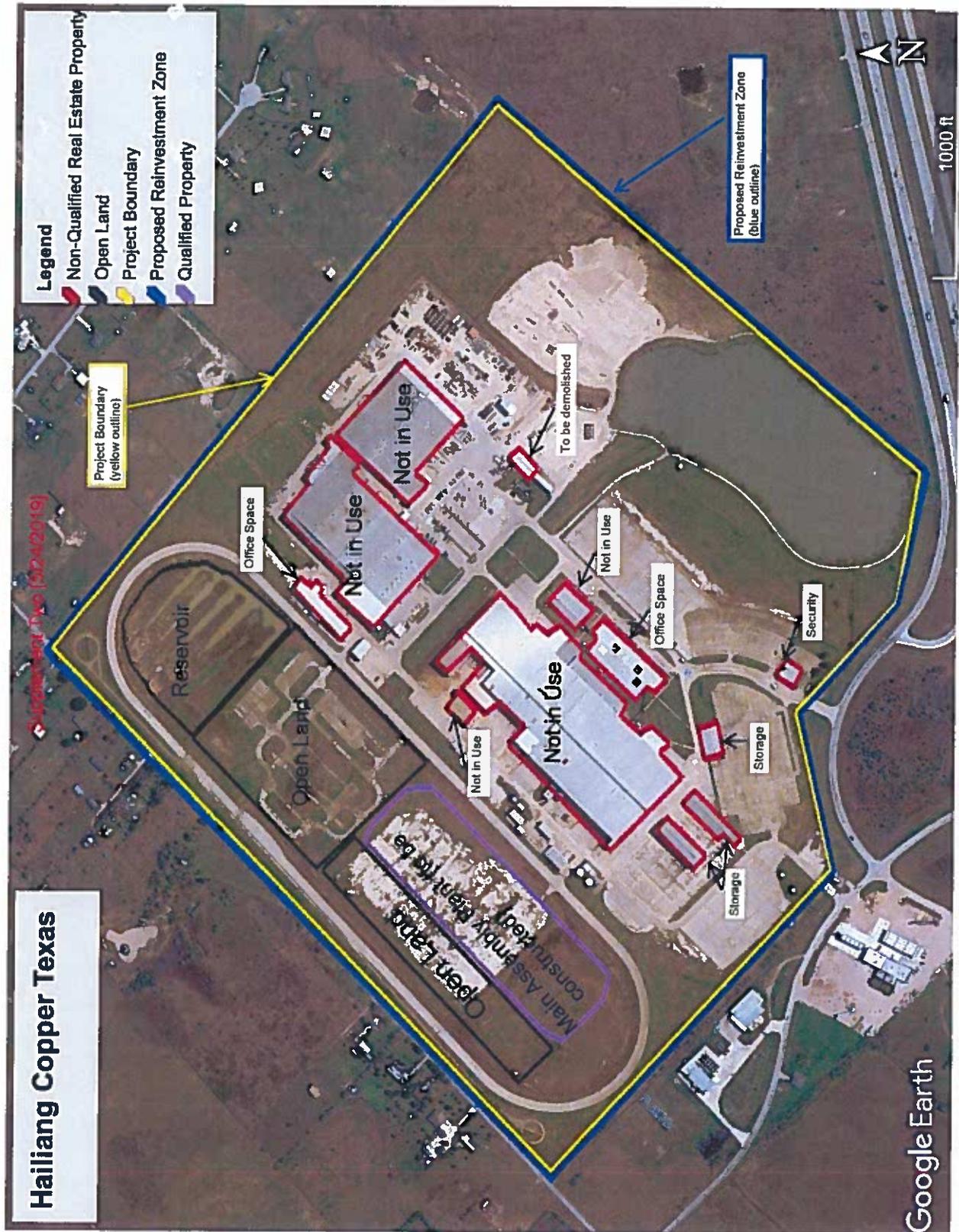
Parcel ID	Size (approximate acreage)	Owner	Property Address	Property Coordinates
14268	196.10	Five Star Properties Sealy, LLC	5000 NW I-10 Frontage Road, Sealy, Texas 77474	29°45'51.81" N 96°13'07.74" W

The prior use of the facility was a BAE systems plant which served as a production site for FMTV (Family of Medium Tactical Vehicles) and JLTIV (Joint Light Tactical Vehicles) for projects in conjunction with contracts for Lockheed Martin. The plant closed in June of 2014 and has remained vacant since.



Agreement for Limitation on Appraised Value  
Between Sealy ISD and Hailiang Copper Texas, Inc., #1327  
September 25, 2019

Texas Economic Development Act Agreement  
Comptroller Form 50-826 (January 2016)

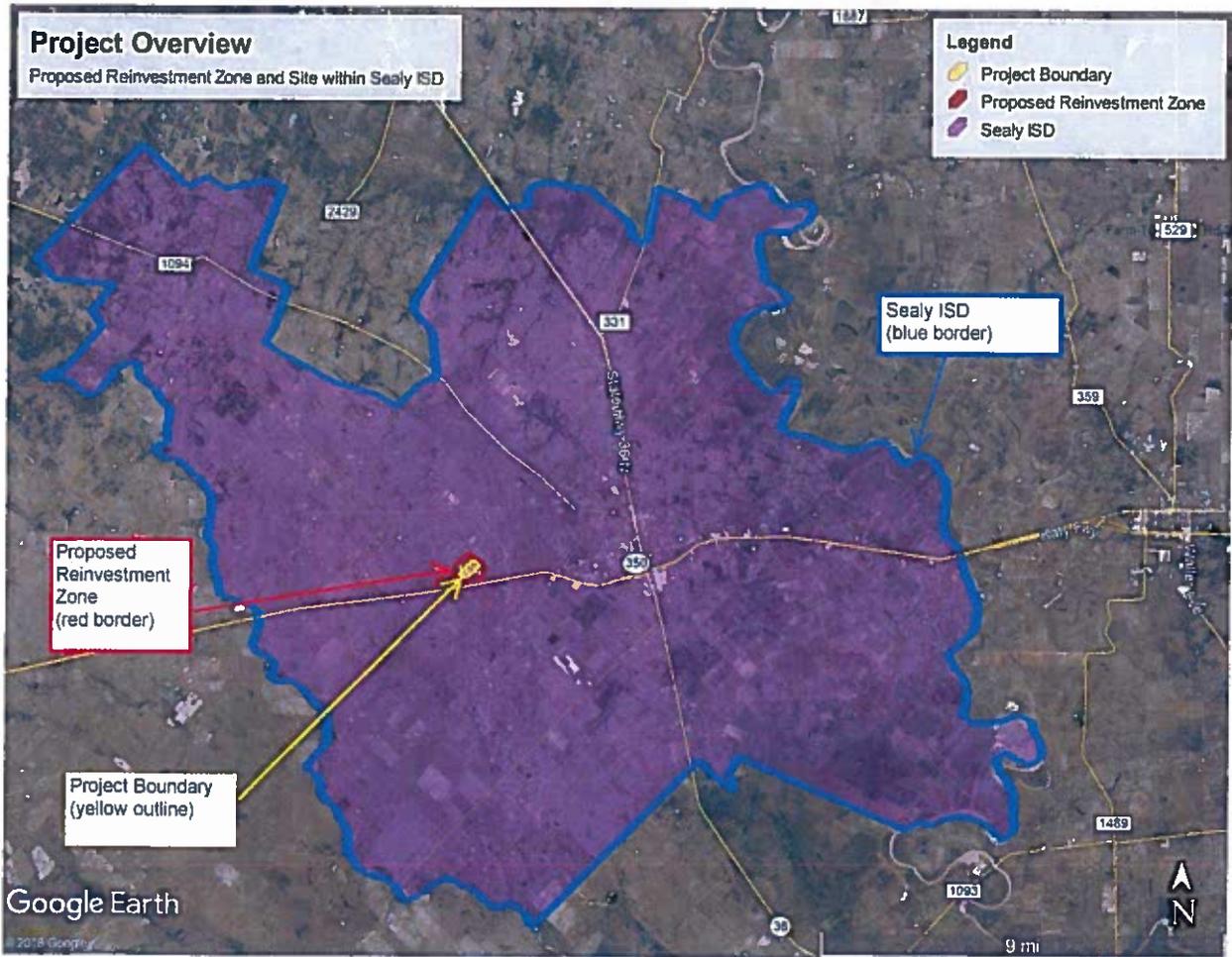


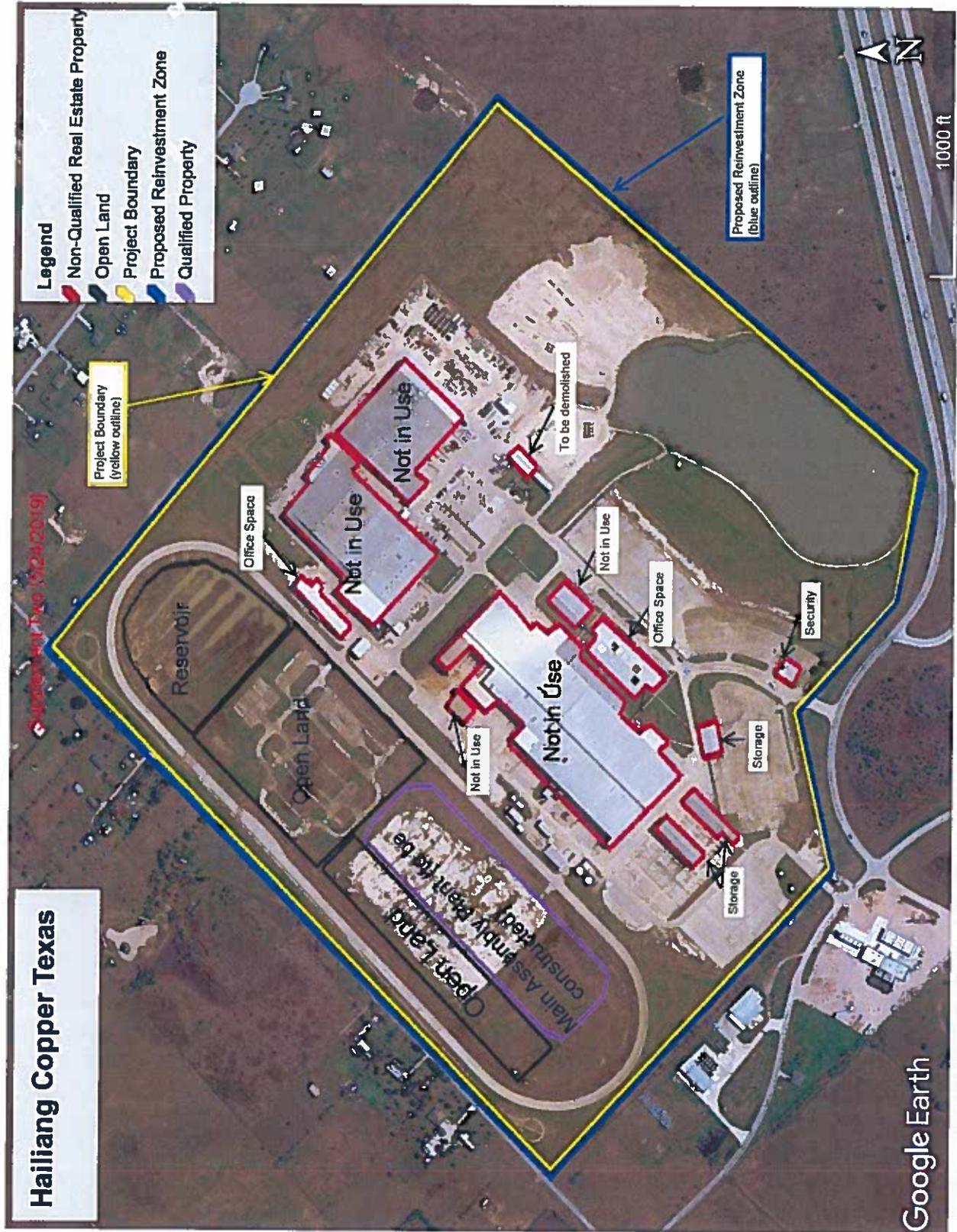
**EXHIBIT 2**  
**DESCRIPTION AND LOCATION OF LAND**

The proceeding chart is a description of the parcel for Hailing Copper Texas, Inc.

Parcel ID	Size (approximate acreage)	Owner	Property Address	Property Coordinates
14268	196.10	Five Star Properties Sealy, LLC	5000 NW I-10 Frontage Road, Sealy, Texas 77474	29°45'51.81" N 96°13'07.74" W

The prior use of the facility was a BAE systems plant which served as a production site for FMTV (Family of Medium Tactical Vehicles) and JLTV (Joint Light Tactical Vehicles) for projects in conjunction with contracts for Lockheed Martin. The plant closed in June of 2014 and has remained vacant since.





Description of Land

196.103 ACRES  
8,542,230 SQUARE FEET  
M. M. KENNY SURVEY ABSTRACT NO. 371  
CITY OF SEALY  
AUSTIN COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 196.103 acre (8,542,230 square foot) tract of land located in the M. M. Kenny Survey, Abstract Number 371, City of Sealy, Austin County, Texas and said 196.103 acre tract of land being all of the called 135.4105 acre tract described in the deed to BAE Systems Tactical Vehicle Systems, L.P., recorded under Austin County Clerk's File Number (A.C.C.F. No.) 104234 and all of the called 60.6884 acre tract described in the deed to BAE Systems Tactical Vehicle Systems, L.P. recorded under A.C.C.F. No. 104234, said 196.103 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

BEGINNING at a 1-inch iron pipe found in the southeasterly Right-of-Way (R.O.W.) line of Hintz Road (based on a width of 30 feet) marking the north corner of the called 9.622 acre tract described in the deed to Mujahid Ali and Shui N. Woo, recorded under A.C.C.F. No. 026761, the west corner of said called 135.4105 acre tract and the herein described tract;

THENCE, North 43 degrees 00 minutes 03 seconds East, along the southeasterly R.O.W. line of said Hintz Road, passing at a distance of 1,324.69 feet, a 3/4-inch iron pipe found, continuing and passing at a distance of 879.94 feet, a 1-1/4-inch iron pipe found marking the north corner of said called 135.4105 acre tract and the west corner of aforesaid 60.6884 acre tract, continuing a total distance of 3,091.03 feet, to a 5/8-inch iron rod found marking an exterior corner in the southeasterly R.O.W. line of Hintz Road, the north corner of said called 60.6884 acre tract and the herein described tract, from which a 1-1/4-inch iron pipe found bears, North 88 degrees 03 minutes East, 1.52 feet;

THENCE, South 48 degrees 01 minutes 40 seconds East, along the southeasterly R.O.W. line of said Hintz Road, passing at a distance of 20.00 feet, an interior corner of said Hintz Road and the west corner of Settler's Meadow, a subdivision recorded under Volume 1, Page 133 of the Austin County Map Records, continuing along the common line of said Settler's Meadow subdivision and said called 60.6884 acre tract, a total distance of 2,978.43 feet, to a 5/8-inch iron rod found in the northwesterly line of Tact I, a called 282.48 acre tract described in the deed to Robinson/Lane Land Partnership, L.P., recorded under A.C.C.F. No's 067335, 067336, 067337, 067338, 067339 and 067340 marking the south corner of said Settler's Meadow subdivision, the east corner of said called 60.6884 acre tract and the herein described tract, from which a 5/8-inch iron rod found bears, North 42 degrees 51 minutes West, 0.89 feet;

THENCE, South 42 degrees 23 minutes 56 seconds West, along the common line of said 282.48 acre tract and said called 60.6884 acre tract, passing at a distance of 886.28 feet, a 1-inch iron

Exhibit A - Page 1

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pipe found marking the south corner of said called 60.6884 acre tract and the east corner of said called 135.4105 acre tract, continuing along the common line of said 282.48 acre tract and said 135.4105 acre tract a total distance of 2,231.93 feet, to a point in the northerly R.O.W. line of Interstate Highway 10 (based on a variable width) being the west corner of said called 282.48 acre tract, an exterior corner of said called 135.4105 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears, North 26 degrees 16 minutes West, 0.18 feet;

THENCE, along the northerly R.O.W. line of said Interstate Highway 10 the following courses and distances;

South 77 degrees 10 minutes 33 seconds West, a distance of 31.50 feet, to a 5-inch by 5-inch TxDOT concrete monument found marking an exterior corner of the herein described tract;

North 80 degrees 21 minutes 31 seconds West, a distance of 507.23 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking an exterior corner of the herein described tract;

North 49 degrees 34 minutes 45 seconds West, a distance of 532.54 feet, to a 5-inch by 5-inch TxDOT concrete monument found marking an interior corner of the herein described tract;

South 77 degrees 23 minutes 29 seconds West, a distance of 613.85 feet, to a 5-inch by 5-inch TxDOT concrete monument found marking an interior corner of the herein described tract;

South 25 degrees 55 minutes 49 seconds West, a distance of 38.11 feet, to a 5-inch by 5-inch TxDOT concrete monument found in the northeasterly R.O.W. line of Pyka Road (based on a variable width) marking an exterior corner of the herein described tract;

THENCE, North 51 degrees 25 minutes 28 seconds West, departing the northerly R.O.W. line of aforesaid Interstate Highway 10 and along the northeasterly R.O.W. line of said Pyka Road, a distance of 176.10 feet, a 5-inch by 5-inch TxDOT concrete monument found marking the southeast corner of aforesaid called 9.622 acre tract, an angle in the westerly line of aforesaid called 135.4105 acre tract and the herein described tract;

THENCE, North 48 degrees 01 minutes 30 seconds West, along the common line of said called 9.622 acre tract and said called 135.4105 acre tract, a distance of 1,517.18 feet, to the POINT OF BEGINNING and containing a computed area of 196.103 acres (8,542,230 square feet) of land as depicted on the Land Title Survey dated: November 26, 2014, prepared by West Belt Surveying, Inc., Project No. S811-0001A.

Exhibit A -Page 2

### EXHIBIT 3

## APPLICANT'S QUALIFIED INVESTMENT

Hailing Copper Texas, Inc. is proposing to construct a copper tubing manufacturing facility. The facility, which will encompass approximately 57 acres of the former 5 Star Industrial Park will be located in the southern portion of Austin County. Additionally, the entirety of the project will be within Sealy Independent School District. Please find attached in Tab 11 maps that further define the location of the facility.

Hailing Copper Texas, Inc. requests that this application includes but is not limited to the following components of this project:

- Maintenance & Operations Buildings
- Melting Equipment
- Sawing Equipment
- Milling Equipment
- Combined Drawing Lines
- Spinner Blocks
- Annealing Equipment
- Internal Thread Formers

Please note: Application #1327 was presented to the Sealy ISD Board of Trustees on November 28th, 2018. After Sealy ISD accepted the original application, Hailing Copper Texas, Inc. did make the purchase of land. (see attached "Special Warranty Deed"). The attached supplement page (Section 8 Limitation as a Determining Factor, Question 1. ) is being sent to clarify what was previously provided on the original #1327 application. We understand the existing buildings located on land at time of purchase and the land will not be counted as qualified property.

## EXHIBIT 4

### DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

Hailiang Copper Texas, Inc. is proposing to construct a copper tubing manufacturing facility. The facility, which will encompass approximately 57 acres of the former 5 Star Industrial Park will be located in the southern portion of Austin County. Additionally, the entirety of the project will be within Sealy Independent School District. Please find attached in Tab 11 maps that further define the location of the facility.

Hailiang Copper Texas, Inc. requests that this application includes but is not limited to the following components of this project:

- Maintenance & Operations Buildings
- Melting Equipment
- Sawing Equipment
- Milling Equipment
- Combined Drawing Lines
- Spinner Blocks
- Annealing Equipment
- Internal Thread Formers

Please note: Application #1327 was presented to the Sealy ISD Board of Trustees on November 28th, 2018. After Sealy ISD accepted the original application, Hailiang Copper Texas, Inc. did make the purchase of land. (see attached "Special Warranty Deed"). The attached supplement page (Section 8 Limitation as a Determining Factor, Question 1. ) is being sent to clarify what was previously provided on the original #1327 application. We understand the existing buildings located on land at time of purchase and the land will not be counted as qualified property.

