



Chapter 313 Annual Eligibility Report Form

Economic Development
and Analysis
Form 50-772-A

SECTION 1: Applicant and District Information

- Tax year covered by this report: 2013
NOTE: This report must be completed and submitted to the school district by May 15 of every year using information from the previous tax (calendar) year.
- Application number: No. 302
NOTE: You can find your application number and all agreement documents and reports on the website www.texasahead.org/tax_programs/chapter313/applicants
- Name of school district: Brackett ISD
- Name of project on original application (or short description of facility): 40 MW Solar PV Project
- Name of applicant on original application: Solar Prime, LLC
- Name the company entering into original agreement with district: Solar Prime, LLC
- Amount of limitation at time of application approval: \$1,000,000.00
- If you are one of two or more companies originally applying for a limitation, list all other applicants here and describe their relationships. (Use attachments if necessary.)

SECTION 2: Current Agreement Information

- Name of current agreement holder(s) OCI Alamo 4 LLC
- Complete mailing address of current agreement holder 300 Convent St., Ste 1900, San Antonio, Texas 78205
- Company contact person for agreement holder (same as signatory for this form):

<u>Clay Butler (The Butler Firm, PLLC)</u>	<u>Partner</u>
Name	Title
<u>512-992-0439</u>	<u>butler@thebutlerfirm.com</u>
Phone	Email
- Texas franchise tax ID number of current agreement holder: 32052232587
- If the current agreement holder does not report under the franchise tax law, please include name and tax ID of reporting entity:

Name _____ Tax ID _____

- If the authorized company representative is different from the contact person listed above, complete the following:

<u>John Huffaker (OCI Solar Power LLC)</u>	<u>Vice President, Development</u>
Name	Title
<u>300 Convent St., Ste 1900, San Antonio, Texas 78205</u>	
Complete Mailing Address	
<u>210-453-3200</u>	<u>jhuffaker@ocisolarpower.com</u>
Phone	Email

- If you are a current agreement holder who was not an original applicant, please list all other current agreement holders. Please describe the chain of ownership from the original applicant to the new entities. (Use attachments if necessary.)

OCI Solar 4, LLC, is the sole agreement holder. The chain of ownership is as follows:
Solar Prime, LLC --- SP-Bracketville Solar, LLC --- OCI Alamo 4 LLC

SECTION 3: Applicant Eligibility Information

1. Does the business entity have the right to transact business with respect to Tax Code, Chapter 171? *(Attach printout from Comptroller Web site: <http://www.window.state.tx.us/taxinfo/coasintr.html>)* Yes No
2. Is the business entity current on all taxes due to the State of Texas? Yes No
3. Is the business activity of the project an eligible business activity under Section 313.024(b)? Yes No
 - 3a. Please identify business activity: 313.024(b)(5) - Renewable Energy Electric Generation

SECTION 4: Qualified Property Information

1. Market value from previous tax year: \$ 0.00
2. I&S taxable value from previous tax year: \$ 0.00
3. M&O taxable value from previous tax year: \$ 0.00

SECTION 5A: Wage and Employment Information for Applications Prior to Jan. 1, 2014 (#1 Through 999)

ONLY COMPLETE THE WAGE SECTION (5A or 5B) THAT APPLIES TO YOUR APPLICATION. You can find your application number on the website at www.texasahead.org/tax_programs/chapter313/applicants.

NOTE: All statutory references in Section 5A are for statute as it existed prior to Jan. 1, 2014. For job definitions see TAC §9.1051(14) and Tax Code, §313.021(3). If the agreement includes a definition of "new job" other than TAC §9.1051(14)(C), then please provide the definition "new job" as used in the agreement. Notwithstanding any waiver by the district of the requirement for the creation of a minimum number of new jobs, or any other job commitment in the agreement, Tax Code §313.024(d) requires that 80 percent of all new jobs be qualifying jobs.

1. How many new jobs were based on the qualified property in the year covered by this report? *(See note above)* 0
2. What is the number of new jobs required for a project in this school district according to §313.021(2)(A)(iv)(b), §313.051(b), as appropriate? 10
3. Did the applicant request that the governing body waive the minimum job requirement, as provided under Tax Code §313.025(f-1)? Yes No
 - 3a. If yes, how many new jobs must the approved applicant create under the waiver? 1
4. Calculate 80 percent of new jobs (0.80 x number of new jobs based on the qualified property in the year covered by this report.) 0
5. What is the minimum required annual wage for each qualifying job in the year covered by the report? \$ 0.00
6. Identify which of the four Tax Code sections is used to determine the wage standard required by the agreement:

 §313.021(5)(A) or §313.021(5)(B) or §313.021(3)(E)(ii) or §313.051(b)
 - 6a. Attach calculations and cite exact Texas Workforce Commission data source as defined in TAC §9.1051.
7. Does the agreement require the applicant to provide a specified number of jobs at a specified wage? Yes No
 - 7a. If yes, how many qualifying jobs did the approved applicant commit to create in the year covered by the report? 0
 - 7b. If yes, what annual wage did the approved applicant commit to pay in the year covered by the report? \$ 0.00
 - 7c. If yes, how many qualifying jobs were created at the specified wage in the year covered by the report? 0
8. How many qualifying jobs (employees of this entity and employees of a contractor with this entity) were based on the qualified property in the year covered by the report? 0
 - 8a. Of the qualifying job-holders last year, how many were employees of the approved applicant? 0
 - 8b. Of the qualifying job-holders last year, how many were employees of an entity contracting with the approved applicant? 0
 - 8c. If any qualifying job-holders were employees of an entity contracting with the applicant, does the approved applicant or assignee have documentation from the contractor supporting the conclusion that those jobs are qualifying jobs? Yes No N/A

SECTION 5B: Wage and Employment Information for Applications After Jan. 1, 2014 (#1000 and Above)

ONLY COMPLETE THE WAGE SECTION (5A or 5B) THAT APPLIES TO YOUR APPLICATION. You can find your application number on the website at www.texasahead.org/tax_programs/chapter313/applicants.

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

QUALIFYING JOBS

1. What is the number of new qualifying jobs the applicant committed to create in the year covered by this report? 0
2. Did the applicant request that the governing body waive the minimum qualifying job requirement, as provided under Tax Code §313.025(f-1)? Yes No
 - 2a. If yes, how many new qualifying jobs must the approved applicant create under the waiver? 1
3. Which Tax Code section are you using to determine the wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)
 - 3a. Attach calculations and cite exact Texas Workforce Commission data sources as defined in TAC §9.1051.
4. What is the minimum required annual wage for each qualifying job in the year covered by this report? \$ 32,632.00
5. What is the annual wage the applicant committed to pay for each of the qualifying jobs in the year covered by this report? \$ 32,700.00
6. Do the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No

NON-QUALIFYING JOBS

7. What is the number of non-qualifying jobs the applicant had on Dec. 31 of the year covered by this report? 0
8. What was the average wage you were paying for non-qualifying jobs on Dec. 31 of the year covered by this report? .. \$ _____
9. What is the county average weekly wage for non-qualifying jobs, as defined in TAC §9.1051? \$ _____

MISCELLANEOUS

10. Did the applicant rely on a determination by the Texas Workforce Commission under the provisions §313.024(3)(F) in meeting the qualifying job requirements? Yes No
 - 10a. If yes, attach supporting documentation to evidence that the requirements of §313.021(3)(F) were met.
11. Are you part of a Single Unified Project (SUP) and relying on the provisions in Tax Code §313.024(d-2) to meet the qualifying job requirements? Yes No
 - 11a. If yes, attach supporting documentation from the Texas Economic Development and Tourism Office including a list of the other school district(s) and the qualifying jobs located in each.

SECTION 6: Qualified Investment During Qualified Time Period

ENTITIES ARE NOT REQUIRED TO COMPLETE THIS SECTION IF THE YEAR COVERED BY THE REPORT IS AFTER THE QUALIFYING TIME PERIOD OF THEIR AGREEMENT.

1. What is the qualified investment expended by this entity from the beginning of the qualifying time period through the end of the year covered by this report? \$ 0.00
2. Was any of the land classified as qualified investment? Yes No
3. Was any of the qualified Investment leased under a capitalized lease? Yes No
4. Was any of the qualified Investment leased under an operating lease? Yes No
5. Was any property not owned by the applicant part of the qualified investment? Yes No

SECTION 7: Partial Interest

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ENTITIES HAVING A PARTIAL INTEREST IN AN AGREEMENT. For limitation agreements where there are multiple company entities that receive a part of the limitation provided by the agreement: 1) each business entity not having a full interest in the agreement should complete a separate form for their proportionate share of required employment and investment information; and, 2) separately, the school district is required to complete an Annual Eligibility Report that provides for each question in this form a sum of the individual answers from reports submitted by each entity so that there is a cumulative Annual Eligibility Report reflecting the entire agreement.

- 1. What was your limitation amount (or portion of original limitation amount) during the year covered by this report? _____
- 2. Please describe your interest in the agreement and identify all the documents creating that interest.

SECTION 8: Approval

"I am the authorized representative for the Company submitting this Annual Eligibility Report. I understand that this Report is a government record as defined in Chapter 37 of the Texas Penal Code. The information I am providing on this Report is true and correct to the best of my knowledge and belief!"

print here → John Huffaker
Print Name (Authorized Company Representative)

Vice President Development
Title

sign here → [Signature]
Signature (Authorized Company Representative)

5/12/2014
Date

print here → Clay Butler (The Butler Firm, PLLC)
Print Name of Preparer (Person Who Completed the Form)



[Taxable Entity Search Results](#)
[Taxable Entity Search](#)
[Help](#)

Franchise Tax Account Status

As of: 06/07/2014 03:18:51 PM

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

[Obtain a certification](#) for filings with the Secretary of State.

SOLAR PRIME LLC DBA SOLAR PRIME LLC	
Texas Taxpayer Number	32050536062
Mailing Address	777 S HIGH ST DENVER, CO 80209-4528
 Right to Transact Business in Texas	ACTIVE
State of Formation	CO
Effective SOS Registration Date	03/25/2013
Texas SOS File Number	0801755899
Registered Agent Name	JEREMY SANDERS
Registered Office Street Address	TWO RIVERWAY SUITE 1500 HOUSTON, TX 77056

[texas.gov](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

ATTACHMENT 14 – Calculation for Wage Requirements

Employment and Wage Calculations

All Industries Wages

<i>Year</i>	<i>Quarter</i>	<i>County</i>	<i>Ownership</i>	<i>Industry</i>	<i>Avg. Weekly Wages</i>
2012	1 st	Kinney	Private	All Industries	\$ 460
2012	2 nd	Kinney	Private	All Industries	\$ 485
2012	3 rd	Kinney	Private	All Industries	\$ 580
2012	4 th	Kinney	Private	All Industries	\$ 757
				(Avg.)	\$ 570.50
					110%
					<u>\$ 627.55</u>

County Manufacturing Wages

No Manufacturing Wage in Kinney County

Regional Manufacturing Wages

Middle Rio Grande Council of Governments Annual Wage

\$28,382

110%

\$31,220.20 110% of Regional Annual Wage

\$ 600.39 110% of Regional Weekly Wage

*Note: All data was taken from the Texas Workforce Commission TRACER database.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made this 30th day of April, 2014 (the "Effective Date"), by and between SP-BrackettvilleSolar LLC, a Delaware limited liability company ("Assignor"), which maintains a mailing address at 300 Convent St., Ste. 1900, San Antonio, TX 78205, and OCI Alamo 4 LLC, a Delaware limited liability company ("Assignee"), which maintains a mailing address at 300 Convent St., Ste. 1900, San Antonio, TX 78205 (each a "Party" and jointly the "Parties".)

Recitals

WHEREAS, Assignor has entered into the tax abatement and surface non-disturbance agreements listed on Schedule A attached hereto (the "Project Contracts"), relating to Assignee's solar energy electric generation facility located upon the property at 1238 Ranch Road 334, Brackettville, TX 78832 ("Project").

WHEREAS, Assignee is an affiliate of Assignor, formed to be the owner of and the party in interest with respect to the Project.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest under, in and to, the Project Contracts and Assignee desires to assume all liabilities in connection therewith, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Assignor hereby irrevocably conveys, transfers, sets over and assigns to Assignee and its successors and assignees, all its right, title, interest in, to and under the Project Contracts and all benefits arising thereunder or therefrom.
2. Assignee hereby assumes each of the Project Contracts and all of Assignor's liabilities and obligations thereunder and agrees to defend, indemnify and hold Assignor harmless from and against such liabilities and obligations.
3. Assignor represents to Assignee that it has all necessary rights and authority to execute and deliver this Agreement and to perform its obligations hereunder and that nothing in this Agreement or in the performance of this Agreement will place Assignor in breach of any other contract or obligation.
4. Assignee represents to Assignor that it has all necessary rights and authority to execute and deliver this Agreement and to perform its obligations hereunder and that nothing in this Agreement or in the performance of this Agreement will place Assignee in breach of any other contract or obligation.

5. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

6. The Parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

7. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

8. The invalidity of any provision or portion of this Agreement will not affect the validity of the remainder of this Agreement.

9. This Agreement contains the complete agreement between the Parties with respect to the matters contained herein and supersedes all other agreements, whether written or oral, with respect to the matters contained herein.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized representatives as of the day and year first set forth above.

ASSIGNOR:

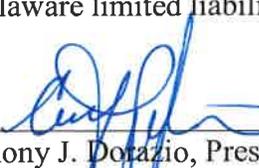
SP-BrackettvilleSolar LLC,
a Delaware limited liability company

By: OCI Solar San Antonio 4 LLC,
Its sole member

By: 
Anthony J. Dotazio, President

ASSIGNEE:

OCI Alamo 4 LLC,
a Delaware limited liability company

By: 
Anthony J. Dotazio, President

SCHEDULE A

Project Contracts

1. Tax Abatement Agreement, dated June 26, 2013, by and between Kinney County, Texas and SP-BrackettvilleSolar LLC, by assignment from Solar Prime LLC dated August 30, 2013; and
2. Agreement for Limitation of Appraised Value of Property for School District Maintenance and Operations Taxes, dated October 14, 2013, by and between Brackett Independent School District and SP-BrackettvilleSolar LLC, by assignment from Solar Prime LLC dated October 14, 2013.
3. Surface Non-Disturbance Agreement, dated December 27, 2012, by and between Joe & Olivia Robinette (“Grantor”) and SP-BrackettvilleSolar LLC (“Grantee”), by assignment from Solar Prime LLC dated May 3, 2013.
4. Surface Non-Disturbance Agreement, dated October 3, 2013, by and between Joyce Hyden, Alan R. Hyden, Julie K. Hyden, Michael Pines, William Pines and Margot Sue Moore (collectively “Grantor”) and SP-BrackettvilleSolar LLC (“Grantee”).