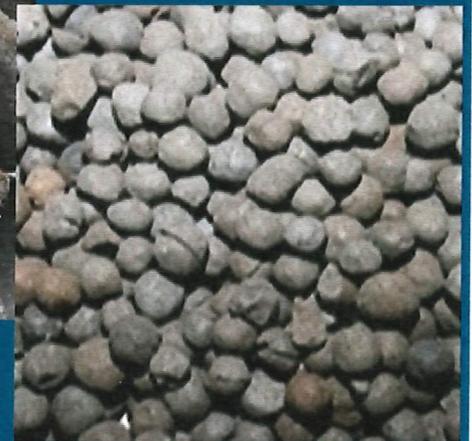


**FINDINGS OF THE CORPUS CHRISTI
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
VOESTALPINE TEXAS, LLC**



April 28, 2014

**FINDINGS
OF THE
CORPUS CHRISTI INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
VOESTALPINE TEXAS, LLC**

APRIL 28, 2014

Board Findings of the Corpus Christi Independent School District

FINDINGS OF THE CORPUS CHRISTI INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE APPLICATION SUBMITTED BY
VOESTALPINE TEXAS, LLC

STATE OF TEXAS §

COUNTY OF NUECES §

On the 28th day of April, 2014, a public meeting of the Board of Trustees of the Corpus Christi 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 voestalpine Texas, LLC (voestalpine) 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 consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Corpus Christi Independent School District makes the following findings with respect to the application of voestalpine, and the economic impact of that application:

On November 11, 2013, the Superintendent of Schools of the Corpus Christi Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from voestalpine for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached as **Attachment A**.

The Applicant, voestalpine (Texas Taxpayer Id. 32050641839), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. See **Attachment B**.

The Board of Trustees has acknowledged receipt of the Application, along with the requisite application fee, as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

Board Findings of the Corpus Christi Independent School District

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 Nueces County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a favorable recommendation was issued on February 18, 2014. A copy of the Comptroller's letter is attached to the findings as **Attachment C**.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation 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 **Attachment D**.

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 Corpus Christi Independent School District. A copy of a report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment E**.

The Board of Trustees has confirmed that the taxable value of property in the Corpus Christi Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment F**.

After receipt of the Application, the District entered into negotiations with voestalpine, over the specific language to be included in the Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as **Attachment G**.

Board Findings of the Corpus Christi Independent School District

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

Board Finding Number 1.

There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (ED Plan) submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Texas Government Code.

In support of Finding 1, the economic impact evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the voestalpine Texas, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Board Finding Number 2.

The economic condition of Corpus Christi, Texas is in need of long-term improvement, based on the state's analysis of Nueces County data.

Based on information provided by the Comptroller's Office that focused on the county level, Nueces County is the 14th largest county in the state in terms of population. Population growth in Nueces County is up slightly, based on these data. The population of Nueces County increased by 0.3 percent between 2009 and 2010, below the 1.8 percent growth experienced across the state population during the same period.

September 2011 employment for Nueces County was up 2.7 from September 2010, above the state's 0.9 percent increase in total employment during the same period. The unemployment rate in Nueces County was 7.8 percent in September 2011, lower than the state average of 8.5 percent.

Board Findings of the Corpus Christi Independent School District

Nueces County continues to have a slightly lower per capita personal income than the state as a whole. In terms of per capita income, Nueces County's \$37,162 in 2009 ranked 58th among the 254 counties in Texas, while the Texas average was \$38,609 for the same period.

While there are several positive trends in the data provided by the Comptroller, the local economy in Nueces County will benefit from economic activity like that associated with the voestalpine project. Major capital investments like this project are beneficial to the community on a number of fronts, including direct and indirect employment, expanded opportunities for existing businesses and increased local tax bases.

Board Finding Number 3.

The average salary level of qualifying jobs is expected to be at least \$52,565 per year. The review of the application by the State Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the regional average manufacturing wage. voestalpine indicates that total employment will be approximately 10 new jobs, eight (8) of which will be qualifying jobs.

In support of Finding 3, the economic impact evaluation states:

After construction, the project will create ten new jobs when fully operational. Eight jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Coastal Bend Council of Governments Region, where Nueces County is located was \$47,786 in 2012. The annual average manufacturing wage for 2012-2013 for Nueces County is \$69,615. During that same period, the county annual average wage for all industries was \$43,277. In addition to an annual average salary of \$52,565 each qualifying position will receive benefits such as medical coverage, dental plan, paid holidays and vacation and 401(k) retirement savings plan.

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 \$8.3 million on the basis of the goal of 8 new qualifying positions for the entire voestalpine project.

In support of Finding 4, the economic impact evaluation states:

The project's total investment is \$66 million, resulting in a relative level of investment per qualifying job of \$8.3 million.

Board Finding Number 5.

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.

Table 1 depicts voestalpine Texas, LLC'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 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Board Findings of the Corpus Christi Independent School District

Table 1: Estimated Statewide Economic Impact of Investment and Employment in voestalpine Texas, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	25	31	56	\$1,850,000	\$2,150,000	\$4,000,000
2015	25	34	59	\$1,850,000	\$2,150,000	\$4,000,000
2016	10	22	32	\$525,650	\$1,474,350	\$2,000,000
2017	10	19	29	\$525,650	\$1,474,350	\$2,000,000
2018	10	21	31	\$525,650	\$1,474,350	\$2,000,000
2019	10	21	31	\$525,650	\$1,474,350	\$2,000,000
2020	10	19	29	\$525,650	\$2,474,350	\$3,000,000
2021	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2022	10	19	29	\$525,650	\$2,474,350	\$3,000,000
2023	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2024	10	21	31	\$525,650	\$2,474,350	\$3,000,000
2025	10	25	35	\$525,650	\$2,474,350	\$3,000,000
2026	10	21	31	\$525,650	\$2,474,350	\$3,000,000
2027	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2028	10	21	31	\$525,650	\$3,474,350	\$4,000,000
2029	10	21	31	\$525,650	\$2,474,350	\$3,000,000

Source: CPA, REMI, voestalpine Texas, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.7 billion in 2012-2013. Corpus Christi ISD's ad valorem tax base in 2012-2013 was \$11.1 billion. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Corpus Christi ISD's estimated wealth per WADA was \$237,704. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Corpus Christi, Nueces County, Del Mar Junior College district and the Nueces County Hospital district with all property tax incentives sought being granted using estimated market value from voestalpine Texas, LLC's application. voestalpine Texas, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the city. Table 3 illustrates the estimated tax impact of the voestalpine Texas, LLC project on the region if all taxes are assessed.

Board Findings of the Corpus Christi Independent School District

Table 2 Estimated Direct Ad Valorem Taxes with all property tax incentives sought

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Corpus Christi ISD I&S Levy	Corpus Christi ISD M&O Levy	Corpus Christi ISD M&O and I&S Tax Levies (Before Credit Credited)	Corpus Christi ISD M&O and I&S Tax Levies (After Credit Credited)	Corpus Christi City Tax Levy	Nueces County Tax Levy	Del Mar Junior College District Tax Levy	Nueces County Hospital District Tax Levy	Estimated Total Property Taxes
			0.1773	1.0601				0.5706	0.3553	0.2580	0.1624	
2014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015	\$12,187,500	\$12,187,500	\$21,608	\$129,194	\$150,802	\$150,802	\$150,802	\$0	\$43,297	\$31,444	\$19,796	\$245,339
2016	\$41,827,000	\$41,827,000	\$74,159	\$443,387	\$517,546	\$517,546	\$517,546	\$0	\$148,594	\$107,915	\$67,939	\$841,994
2017	\$64,350,000	\$30,000,000	\$114,093	\$318,015	\$432,108	\$432,108	\$432,108	\$0	\$228,609	\$166,025	\$104,522	\$931,264
2018	\$62,741,000	\$30,000,000	\$111,240	\$318,015	\$429,255	\$411,344	\$411,344	\$0	\$222,893	\$161,874	\$101,909	\$898,020
2019	\$61,172,000	\$30,000,000	\$108,458	\$318,015	\$426,473	\$408,563	\$408,563	\$0	\$217,319	\$157,826	\$99,360	\$883,068
2020	\$59,643,000	\$30,000,000	\$105,747	\$318,015	\$423,762	\$405,852	\$405,852	\$0	\$211,887	\$153,881	\$96,877	\$868,497
2021	\$58,152,000	\$30,000,000	\$103,103	\$318,015	\$421,118	\$403,208	\$403,208	\$0	\$206,590	\$150,034	\$94,455	\$854,287
2022	\$56,698,000	\$30,000,000	\$100,526	\$318,015	\$418,541	\$400,630	\$400,630	\$0	\$201,425	\$146,283	\$92,093	\$840,431
2023	\$55,281,000	\$30,000,000	\$98,013	\$318,015	\$416,028	\$398,118	\$398,118	\$0	\$196,391	\$142,627	\$89,792	\$826,927
2024	\$53,899,000	\$30,000,000	\$95,563	\$318,015	\$413,578	\$395,668	\$395,668	\$0	\$191,481	\$139,061	\$87,547	\$813,757
2025	\$52,552,000	\$25,552,000	\$93,175	\$557,077	\$650,252	\$650,252	\$299,839	\$186,696	\$135,586	\$85,359	\$1,357,732	
2026	\$51,238,000	\$51,238,000	\$90,845	\$543,148	\$633,993	\$633,993	\$292,342	\$182,028	\$132,196	\$83,225	\$1,323,783	
2027	\$49,957,000	\$49,957,000	\$88,574	\$529,569	\$618,143	\$618,143	\$285,033	\$177,477	\$128,891	\$81,144	\$1,290,688	
2028	\$48,708,000	\$48,708,000	\$86,359	\$516,329	\$602,688	\$602,688	\$277,907	\$173,040	\$125,668	\$79,115	\$1,258,418	
2029	\$47,490,000	\$47,490,000	\$84,200	\$503,418	\$587,618	\$587,618	\$270,958	\$168,712	\$122,526	\$77,137	\$1,226,950	
						Total	\$6,428,916	\$1,155,121	\$2,587,726	\$1,879,308	\$1,183,134	\$13,234,206

Assumes School Value Limitation and Tax Abatements with the City, County, College District, and Hospital District.

Source: CPA, voestalpine Texas, LLC

¹Tax Rate per \$100 Valuation

Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Corpus Christi ISD I&S Levy	Corpus Christi ISD M&O Levy	Corpus Christi ISD M&O and I&S Tax Levies	Corpus Christi City Tax Levy	Nueces County Tax Levy	Del Mar Junior College District Tax Levy	Nueces County Hospital District Tax Levy	Estimated Total Property Taxes	
			0.1773	1.0601			0.5706	0.3553	0.2580	0.1624		
2014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2015	\$12,187,500	\$12,187,500	\$21,608	\$129,194	\$150,802	\$150,802	\$69,537	\$43,297	\$31,444	\$19,796	\$314,876	
2016	\$41,827,000	\$41,827,000	\$74,159	\$443,387	\$517,546	\$517,546	\$238,647	\$148,594	\$107,915	\$67,939	\$1,080,641	
2017	\$64,350,000	\$64,350,000	\$114,093	\$682,142	\$796,235	\$796,235	\$367,153	\$228,609	\$166,025	\$104,522	\$1,662,545	
2018	\$62,741,000	\$62,741,000	\$111,240	\$665,086	\$776,326	\$776,326	\$357,973	\$222,893	\$161,874	\$101,909	\$1,620,975	
2019	\$61,172,000	\$61,172,000	\$108,458	\$648,454	\$756,912	\$756,912	\$349,021	\$217,319	\$157,826	\$99,360	\$1,580,438	
2020	\$59,643,000	\$59,643,000	\$105,747	\$632,246	\$737,993	\$737,993	\$340,297	\$211,887	\$153,881	\$96,877	\$1,540,935	
2021	\$58,152,000	\$58,152,000	\$103,103	\$616,440	\$719,544	\$719,544	\$331,790	\$206,590	\$150,034	\$94,455	\$1,502,413	
2022	\$56,698,000	\$56,698,000	\$100,526	\$601,027	\$701,553	\$701,553	\$323,494	\$201,425	\$146,283	\$92,093	\$1,464,848	
2023	\$55,281,000	\$55,281,000	\$98,013	\$586,006	\$684,019	\$684,019	\$315,410	\$196,391	\$142,627	\$89,792	\$1,428,238	
2024	\$53,899,000	\$53,899,000	\$95,563	\$571,356	\$666,919	\$666,919	\$307,525	\$191,481	\$139,061	\$87,547	\$1,392,533	
2025	\$52,552,000	\$52,552,000	\$93,175	\$557,077	\$650,252	\$650,252	\$299,839	\$186,696	\$135,586	\$85,359	\$1,357,732	
2026	\$51,238,000	\$51,238,000	\$90,845	\$543,148	\$633,993	\$633,993	\$292,342	\$182,028	\$132,196	\$83,225	\$1,323,783	
2027	\$49,957,000	\$49,957,000	\$88,574	\$529,569	\$618,143	\$618,143	\$285,033	\$177,477	\$128,891	\$81,144	\$1,290,688	
2028	\$48,708,000	\$48,708,000	\$86,359	\$516,329	\$602,688	\$602,688	\$277,907	\$173,040	\$125,668	\$79,115	\$1,258,418	
2029	\$47,490,000	\$47,490,000	\$84,200	\$503,418	\$587,618	\$587,618	\$270,958	\$168,712	\$122,526	\$77,137	\$1,226,950	
						Total	\$9,012,925	\$4,155,969	\$2,587,726	\$1,879,308	\$1,183,134	\$18,819,063

Source: CPA, voestalpine Texas, LLC

¹Tax Rate per \$100 Valuation

Board Finding Number 6.

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.

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$64 million to the tax base for debt service purposes at the peak investment level for the 2017-18 school year. The voestalpine project remains fully taxable for debt services taxes throughout the limitation period and beyond. The most significant I&S benefit is expected to occur in the 2017-18 school year, which is expected to be the peak value year for the project.

Board Finding Number 7.

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 suggest little underlying enrollment growth based on the impact of the voestalpine project.

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new wind project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in Corpus Christi ISD as stated in **Attachment D**.

Board Finding Number 8.

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 Finding 8, the economic impact evaluation states:

According to voestalpine Texas, LLC's application, "The voestalpine Group is a steelmaking, processing, and technology group that operates worldwide and manufactures, processes, and develops high-quality steel products. With 500 production and sales companies in more than 50 countries on five continents, the Group has been listed on the Vienna Stock Exchange since

Board Findings of the Corpus Christi Independent School District

1995.” The application also states “The voestalpine Group has the ability to locate investments in many locations around the world.”

Board Finding Number 9.

During the past two years, 17 projects in the Coastal Bend Council of Governments Region applied for value limitation agreements under Tax Code, Chapter 313.

Board Finding Number 10.

The Board of Trustees hired consultants to review and verify the information in the Application from voestalpine. Based upon the consultants’ review, the Board has determined that the information provided by the Applicant is true and correct.

Board Finding Number 11.

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

According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2013 Preliminary Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F, the total 2013 industrial value for Corpus Christi ISD is \$2.545 billion. Corpus Christi ISD is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. Corpus Christi ISD is classified as a “rural” district due to its population characteristics. Given that the value of industrial property in Corpus Christi ISD is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 12.

The Applicant (Taxpayer Id. 32050641839) 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 13.

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

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the first year that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. Revenue protection measures are in place for the duration of the Agreement.

Board Finding Number 14.

Considering the purpose and effect of the law and the terms of the Agreement, that 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 **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the Corpus Christi 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 Corpus Christi Independent School District.

Board Findings of the Corpus Christi Independent School District

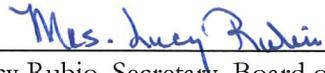
Dated the 28th day of April 2014.

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: 

Carol A. Scott, President, Board of Trustees

ATTEST:

By: 

Lucy Rubio, Secretary, Board of Trustees

Attachment A

Application

O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
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KEVIN O'HANLON
CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE McCOLLOM
CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

November 20, 2013

Local Government Assistance & Economic Analysis
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528

RE: Application to the Corpus Christi Independent School District from voest Alpine
Texas LLC

(First Qualifying Year 2015)

To the Local Government Assistance & Economic Analysis Division:

By copy of this letter transmitting the application for review to the Comptroller's Office, the Corpus Christi Independent School District is notifying voest Alpine Texas LLC of its intent to consider the application for appraised value limitation on qualified property. The Applicant submitted an Application to the school district on November 11, 2013. The Board voted to accept the application on November 11, 2013. The application has been determined complete as of November 20, 2013. Please prepare the economic impact report.

Please note, there are no existing improvements related to this project. The Applicant is aware that the determination of a completed application by the Comptroller determines what property may be eligible for a value limitation agreement.

The school district has determined that the wage information included in the application represents the most recent wage data available at the time of the application.

Letter to Local Government Assistance & Economic Analysis Division
November 20, 2013
Page 2 of 2

In accordance with 34 Tex. Admin Code §9.1054, a copy of the application will be submitted to the Nueces County Appraisal District.

A hard copy and an electronic copy of the application will be hand delivered to your office today. Please feel free to contact me with questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin O'Hanlon', with a stylized flourish at the end.

Kevin O'Hanlon
School District Consultant

Cc: Nueces County Appraisal District
voestalpine Texas LLC



Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

Form 50-296
(Revised July 2013)

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application.
This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original completed application to the Comptroller in a three-ring binder with tabs separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules as explained in the Confidentiality Notice below.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, make a recommendation to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SCHOOL DISTRICT INFORMATION – CERTIFICATION OF APPLICATION

Authorized School District Representative		Date Application Received by District 11-11-13	
First Name Dr. D. Scott	Last Name Elliff		
Title Superintendent			
School District Name Corpus Christi ISD			
Street Address 801 Leopard Street			
Mailing Address 801 Leopard Street			
City Corpus Christi	State TX	ZIP 78403-0110	
Phone Number 361-695-7405	Fax Number 361-886-9109		
Mobile Number (optional)	Email Address scott.elliff@ccisd.org		

I authorize the consultant to provide and obtain information related to this application. Yes No

Will consultant be primary contact? Yes No

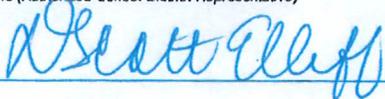


SCHOOL DISTRICT INFORMATION – CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name Philip D.	Last Name Fraissinet	
Title Partner		
Firm Name Thompson & Horton LLP		
Street Address 3200 Southwest Freeway, Suite 2000		
Mailing Address 3200 Southwest Freeway, Suite 2000		
City Houston	State TX	ZIP 77027
Phone Number 713-554-6743	Fax Number 713-583-9668	
Mobile Number (Optional)	Email Address pfraissinet@thompsonhorton.com	

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

Signature (Authorized School District Representative) 	Date 11-18-13
---	------------------

Has the district determined this application complete? Yes No

If yes, date determined complete. 11-18-13

Have you completed the school finance documents required by TAC 9.1054(c)(3)? Yes No
will supplement

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	✓
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	will supplement



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION

Authorized Business Representative (Applicant)

First Name Erich		Last Name Pizzera	
Title Chief Technical Officer			
Organization voestalpine Texas LLC			
Street Address 800 N. Shoreline Drive, Suite 1600 South Tower			
Mailing Address 800 N. Shoreline Drive, Suite 1600 South Tower			
City Corpus Christi		State TX	ZIP 78401
Phone Number (361) 452-0746		Fax Number (361) 452-0840	
Mobile Number (optional)		Business Email Address Erich.Pizzera@voestalpine.com	

Will a company official other than the authorized business representative be responsible for responding to future information requests? Yes No

If yes, please fill out contact information for that person.

First Name Gottfried		Last Name Simhofer	
Title Treasurer			
Organization voestalpine Texas LLC			
Street Address 800 N. Shoreline Drive, Suite 1600 South Tower			
Mailing Address 800 N. Shoreline Drive, Suite 1600 South Tower			
City Corpus Christi		State TX	ZIP 78401
Phone Number (361) 452-0746		Fax Number (361) 452-0840	
Mobile Number (optional)		Email Address Gottfried.Simhofer@voestalpine.com	

I authorize the consultant to provide and obtain information related to this application. Yes No

Will consultant be primary contact? Yes No

Mr. Pizzera and Mr. Simhofer are both Authorized Business Representatives of voestalpine Texas, LLC per internal policy of the company.



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

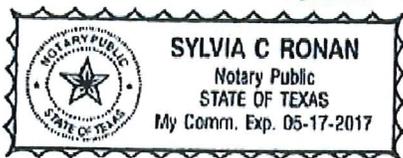
First Name D. Dale	Last Name Cummings	
Title Partner		
Firm Name Cummings Westlake LLC		
Street Address 12837 Louetta Road, Suite 201		
Mailing Address 12837 Louetta Road, Suite 201		
City Cypress	State TX	ZIP 77429
Phone Number 713-266-4456	Fax Number 713-266-2333	
Business Email Address dcummings@cwlp.net		

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

<input checked="" type="checkbox"/> Authorized Business Representative (Applicant) E. PIZZERA (CTO)	 E. PIZZERA (CTO)	Date 7. Nov. 2013
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GIVEN under my hand and seal of office this 7th day of November, 2013



Notary Public, State of TEXAS

(Notary Seal)

My commission expires 5/17/2017

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code § 37.10.

FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "payments to the school district" include any and all payments or transfers of things of value made to the school 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 for limitation on appraised value.

Please answer only either A OR B:

A. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code, 313.027(i)? Yes No

B. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No

BUSINESS APPLICANT INFORMATION

Legal Name Under Which Application is Made voestapine Texas LLC	
Texas Taxpayer I.D. Number of Entity Subject to Tax Code, Chapter 171 (11 digits) 32050641839	
NAICS Code 331110	
Is the applicant a party to any other Chapter 313 agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please list name of school district and year of agreement. Chapter 313 application is pending with Gregory-Portland ISD but has not been executed as of November 11, 2013	

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State? Yes No

Identify Business Organization of Applicant (corporation, limited liability corporation, etc.) Limited Liability Corporation
--

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)? Yes No

If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas? Yes No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas? NA Yes No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)



ELIGIBILITY UNDER TAX CODE CHAPTER 313.024

Are you an entity to which Tax Code, Chapter 171 applies? Yes No

The property will be used as an integral part, or as a necessary auxiliary part, in 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

Are you requesting that any of the land be classified as qualified investment? Yes No
Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
Will any of the proposed qualified investment be leased under an operating lease? Yes No
Are you including property that is owned by a person other than the applicant? Yes No
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

PROJECT DESCRIPTION

Provide 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. (Use attachments as necessary)

See Attachment 4

Describe the ability of your company to locate or relocate in another state or another region of the state.

See Attachment 4A

PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)

- New Jobs Construct New Facility New Business / Start-up Expand Existing Facility
Relocation from Out-of-State Expansion Purchase Machinery & Equipment
Consolidation Relocation within Texas

PROJECTED TIMELINE

Begin Construction Q1 to Q2 2014 Begin Hiring New Employees 2015 - 2016
Construction Complete Q1 2016 Fully Operational Q1 to Q2 2016
Purchase Machinery & Equipment 2014 - 2016

Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? Yes No

Note: Improvements made before that time may not be considered qualified property.
When do you anticipate the new buildings or improvements will be placed in service? Q1 to Q2 2016

ECONOMIC INCENTIVES

Identify state programs the project will apply for:

State Source	Amount
Not applicable	
Total	

Will other incentives be offered by local units of government? Yes No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Chapter 380 agreement has been signed with the City of Corpus Christi. Please see Schedule D.

THE PROPERTY

Identify county or counties in which the proposed project will be located Nueces* * See Attachment 5

Central Appraisal District (CAD) that will be responsible for appraising the property Nueces

Will this CAD be acting on behalf of another CAD to appraise this property? Yes No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Nueces (100%) (Name and percent of project) City: City of Corpus Christi (100%) (Name and percent of project)

Hospital District: Nueces County Hospital (100%) (Name and percent of project) Water District: n/a (Name and percent of project)

Other (describe): Del Mar Junior College (100%) (Name and percent of project) Other (describe): n/a (Name and percent of project)

Is the project located entirely within this ISD? Yes No

If not, please provide additional information on the project scope and size to assist in the economic analysis.

This application is for the dock facilities that are integral to, and used in connection with, the operation of the new voestalpine DRI plant. The dock facilities are in Corpus Christi ISD and are the subject of this application.

A separate Application for Appraised Value Limitation on Qualified Property has been filed with Gregory-Portland ISD. The application submitted to GPISD contains the investment and estimated market value of the main voestalpine DRI plant facilities and are not included in this application.



INVESTMENT

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313/.

At the time of application, what is the estimated minimum qualified investment required for this school district? \$30,000,000
What is the amount of appraised value limitation for which you are applying? \$30,000,000
What is your total estimated qualified investment? \$66,000,000

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? April 15, 2014
What is the anticipated date of the beginning of the qualifying time period? April 15, 2014
What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? \$66,000,000

Describe the qualified investment. [See 313.021(1).]

Attach the following items to this application:

- (1) a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? [X] Yes [] No

Except for new equipment described in Tax Code §151.318(q) or (e-1), is the proposed tangible personal property to be placed in service for the first time:

- (1) in or on the new building or other new improvement for which you are applying? [X] Yes [] No
(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? [X] Yes [] No
(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? [X] Yes [] No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? [X] Yes [] No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? [X] Yes [] No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? [X] Yes [] No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements - with vicinity map.

Land

Is the land on which you propose new construction or improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? [X] Yes [] No

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements? N/A

Will the applicant own the land by the date of agreement execution? [] Yes [X] No

Will the project be on leased land? [X] Yes [] No

QUALIFIED PROPERTY (CONTINUED)

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

Miscellaneous

Is the proposed project a building or new improvement to an existing facility? Yes No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. \$0 (See Attachment 12) 2013
(Market Value) (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313? Yes No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation? Yes No

WAGE AND EMPLOYMENT INFORMATION

What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? None

The last complete calendar quarter before application review start date is the:

First Quarter Second Quarter Third Quarter Fourth Quarter of 2013
(year)

What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the TWC? 0

Note: For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application.

Not applicable

Total number of new jobs that will have been created when fully operational 10

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement? Yes No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. **Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).**

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 8 by year end 2016

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at www.texasahead.org/tax_programs/chapter313/)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).

WAGE AND EMPLOYMENT INFORMATION (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(7).

110% of the county average weekly wage for all jobs (all industries) in the county is	\$915
110% of the county average weekly wage for manufacturing jobs in the county is	\$1,473
110% of the county average weekly wage for manufacturing jobs in the region is	\$1,011

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

- §313.021(5)(A) or §313.021(5)(B) or §313.021(3)(E)(II), or §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property?

\$52,565

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property?

\$52,565

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)?

Yes No

Will each qualifying job require at least 1,600 of work a year?

Yes No

Will any of the qualifying jobs be jobs transferred from one area of the state to another?

Yes No

Will any of the qualifying jobs be retained jobs?

Yes No

Will any of the qualifying jobs be created to replace a previous employee?

Yes No

Will any required qualifying jobs be filled by employees of contractors?

Yes No

If yes, what percent? _____

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job?

Yes No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

See Attachment 15

ECONOMIC IMPACT

Is an Economic Impact Analysis attached (If supplied by other than the Comptroller's office)?

Yes No

Is Schedule A completed and signed for all years and attached?

Yes No

Is Schedule B completed and signed for all years and attached?

Yes No

Is Schedule C (Application) completed and signed for all years and attached?

Yes No

Is Schedule D completed and signed for all years and attached?

Yes No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

CONFIDENTIALITY NOTICE**Property Tax Limitation Agreement Applications
Texas Government Code Chapter 313
Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.



COMPANY CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (If Applicable) (Attachment)	5 of 16	✓
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	✓
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	✓
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	✓
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	✓
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	✓
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	✓
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	✓

* To be submitted with application or before date of final application approval by school board.

Schedule A: Investment (Revised January 2010)

PROPERTY INVESTMENT AMOUNTS

(Estimated investment in each year. Do not put cumulative totals.)

	Year	School Year (YYYY-YYYY)	Tax Year (File in actual tax year below) YYYY	Column A: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or Permanent Nonremovable Component of Building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)	
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)					X			
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)								
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)								
Complete tax years of qualifying time period	1			SEE ATTACHMENT 17					
	2								
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3							
		4							
		5							
		6							
		7							
		8							
		9							
		10							
Credit Settle-Up Period	Continue to Maintain Viable Presence	11							
		12							
		13							
Post-Settle-Up Period		14							
Post-Settle-Up Period		15							

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals. (For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property). Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E). For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value - for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc. Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____ DATE _____



Schedule B: Estimated Market and Taxable Value (Revised January 2010)

Applicant Name _____

ISD Name _____

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property		Reductions From Market Value	Estimated Taxable Value	
					Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions
		pre-year 1							
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period	1							
		2							
	Value Limitation Period	3							
		4							
		5	SEE ATTACHMENT 18						
		6							
		7							
		8							
		9							
		10							
Credit Settle-Up period	Continue to Maintain Vacant Presence	11							
		12							
		13							
Post-Settle-Up Period		14							
Post-Settle-Up Period		15							

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

DATE _____

Schedule C: Application: Employment Information

Applicant Name _____

ISD Name _____

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs	Qualifying Jobs		
					Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qual- ifying jobs appli- cant commits to create meeting all criteria of Sec. 513.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
		pre-year 1								
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	1								
		2								
		3								
		4								
		5								
		6								
		7								
		8								
		9								
		10								
Credit Settle-Up period	Continue to Maintain Viable Presence	11								
		12								
		13								
Post- Settle-Up Period		14								
Post- Settle-Up Period		15								

SEE ATTACHMENT 19

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

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

DATE _____



Schedule D: Other Tax Information (Revised January 2010)

Applicant Name _____

ISD Name _____

		Year	School Year (YYYY)	Tax/Calendar Year (YYYY)	Sales Tax Information		Franchise Tax	Other Property Tax Abatelements Sought				
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other	
					Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	Fill in percentage exemption requested or granted in each year of the agreement	
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)												
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	1										
		2										
		3										
		4	SEE ATTACHMENT 20									
		5										
		6										
		7										
		8										
		9										
		10										
Credit Settle-Up period	Continue to Maintain Stable Presence	11										
		12										
		13										
Post-Settle-Up Period		14										
Post-Settle-Up Period		15										

* For planning, construction and operation of the facility.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

DATE _____

ATTACHMENT 1

See application

***ATTACHMENT TO APPLICATION FOR APPRAISED VALUE LIMITATION
ON QUALIFIED PROPERTY BY VOESTALPINE TEXAS, LLC TO CORPUS CHRISTI ISD***

ATTACHMENT 2

Copy of wire transfer confirmation attached.

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public
Accounts)*

ATTACHMENT 3

voestalpine Texas, LLC is not part of a combined group membership.

ATTACHMENT 4

voestalpine Texas LLC plans to construct marine dock facilities within Corpus Christi ISD that are an integral part of, and used in connection with, the adjacent direct reduced iron ("DRI") manufacturing plant that is planned to be constructed in Gregory-Portland ISD. The shoreline of Corpus Christi Bay is the boundary line between Corpus Christi ISD and Gregory-Portland ISD.

A separate Application for Appraised Value Limitation on Qualified Property has been filed with Gregory-Portland ISD. The application submitted to GPISD contains the investment and estimated market value of the DRI plant facility, which will produce hot briquetted iron ("HBI") with an estimated annual production of 2,000,000 metric tons, and are not included in this application.

Handling the in-bound and out-bound materials requires the construction of two marine docks. These docks are approximately 1,000 feet long and 200 feet wide and will be connected to the manufacturing plant by conveyors to move raw materials and finished goods. The high-performance docks will also include unloading cranes, ship loaders, and auxiliary support equipment necessary for dock functionality. The equipment is designed to handle 3.0 million metric tons of iron ore pellets and 2.0 million tonnes of HBI annually. The dock improvements cover an area of approximately 10.8 acres out of the 475.52 acre reinvestment zone. The anticipated location of the dock facilities is shown in Attachment 7.

ATTACHMENT 4A

The voestalpine Group is a steelmaking, processing, and technology group that operates worldwide and manufactures, processes, and develops high-quality steel products. With 500 production and sales companies in more than 50 countries on five continents, the Group has been listed on the Vienna Stock Exchange since 1995. With its top-quality flat steel products, the Group is one of the leading partners to the automotive and domestic-appliance industries in Europe and to the oil and gas industries worldwide. The voestalpine Group is also the world market leader in railway switch technology, special rails, tool steel, and special sections. It staffs roughly 46,500 employees worldwide.

The voestalpine Group has the ability to locate investments in many locations around the world.

As the project is an integral part of, and used in connection with, the adjacent direct reduced iron plant the final decision to locate the project within Corpus Christi is entirely dependent upon the ultimate site chosen for the DRI plant. The taxing incentives that the company is able to negotiate in all taxing jurisdictions are significant motivating factors in the company's final site selection.

ATTACHMENT 5

The Project, for purposes of this application, is located in the following taxing jurisdictions:

- Nueces County (100%)
- Corpus Christi ISD (100%)
- Nueces County Hospital District (100%)
- Del Mar Junior College (100%)
- City of Corpus Christi (100%)

There is a boundary dispute between Nueces County and San Patricio County regarding the county boundary line in the area of the property leased by the company. This dispute is currently being litigated and no judicial resolution has been reached. The applicant is not a party to this litigation.

ATTACHMENT 6

voestalpine Texas LLC plans to construct marine dock facilities within Corpus Christi ISD that are an integral part of, and used in connection with, the adjacent direct reduced iron ("DRI") manufacturing plant that is planned to be constructed in Gregory-Portland ISD. The shoreline of Corpus Christi Bay is the boundary line between Corpus Christi ISD and Gregory-Portland ISD.

A separate Application for Appraised Value Limitation on Qualified Property has been filed with Gregory-Portland ISD. The application submitted to GPISD contains the investment and estimated market value of the DRI plant facility, which will produce hot briquetted iron ("HBI") with an estimated annual production of 2,000,000 metric tons, and are not included in this application.

Handling the in-bound and out-bound materials requires the construction of two marine docks. These docks are approximately 1,000 feet long and 200 feet wide and will be connected to the manufacturing plant by conveyors to move raw materials and finished goods. The high-performance docks will also include unloading cranes, ship loaders, and auxiliary support equipment necessary for dock functionality. The equipment is designed to handle 3.0 million metric tons of iron ore pellets and 2.0 million tonnes of HBI annually. The dock improvements cover an area of approximately 10.8 acres out of the 475.52 acre reinvestment zone. The anticipated location of the dock facilities is shown in Attachment 7.

ATTACHMENT 7

Please see attached maps. The survey map shown is for the property in CCISD and is the subject of this application. These are docks and cranes adjacent to the main plant facility.

NOTES:

1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED.
2. BASIS OF BEARING OF THIS EXHIBIT MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
3. NO EASEMENT RESEARCH HAS BEEN PERFORMED BY HYDRO EX, LLC.
4. THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THIS EXHIBIT WAS PREPARED FOR THE BENEFIT OF THE PORT OF CORPUS CHRISTI AUTHORITY AND IS FOR THEIR INTERNAL USE ONLY.

NGS MONUMENT
"QUINTANA 1933"
N. 17211356.21
E. 1377525.05
ELEV. 31.12'

S86°23'30"E
2042.49'
Existing Shoreline as surveyed by David Pyle, L.S.L.S. as noted on February 2004 survey of POCCA Property

Port of Corpus Christi Authority
Tract II, 930.28-Acres
Doc. #1998005467
O.R.N.C.T.

O.C.C.A.
52-Acres
(Recent Survey on Nov. 2012)

EAST DOCK SITE WITHIN REINVESTMENT ZONE

Tract II, 930.28-Acres

San Patricio County
Drainage District
Called 28.91-Acre
Drainage Easement
Clerks File #523132
R.P.R.S.P.C.T.

BPU Reynolds, Inc.
Tract 1, Parcel 6
Called 58.07-Acres
Doc. #2001000017
D.R.N.C.T.

Port of Corpus Christi Authority
Tract IV, Submerged Tract
Called 21.98-Acres
Doc. #1998005467
O.R.N.C.T.



GRAPHIC SCALE (FEET)

HydroEx

TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
Survey Date:
P: (361)452-1375 F: (361)452-1376
Exhibit Prepared: February 11, 2013
HX Job No.: H13-0103
© COPYRIGHT 2013 ALL RIGHTS RESERVED
SHEET 1 OF 2

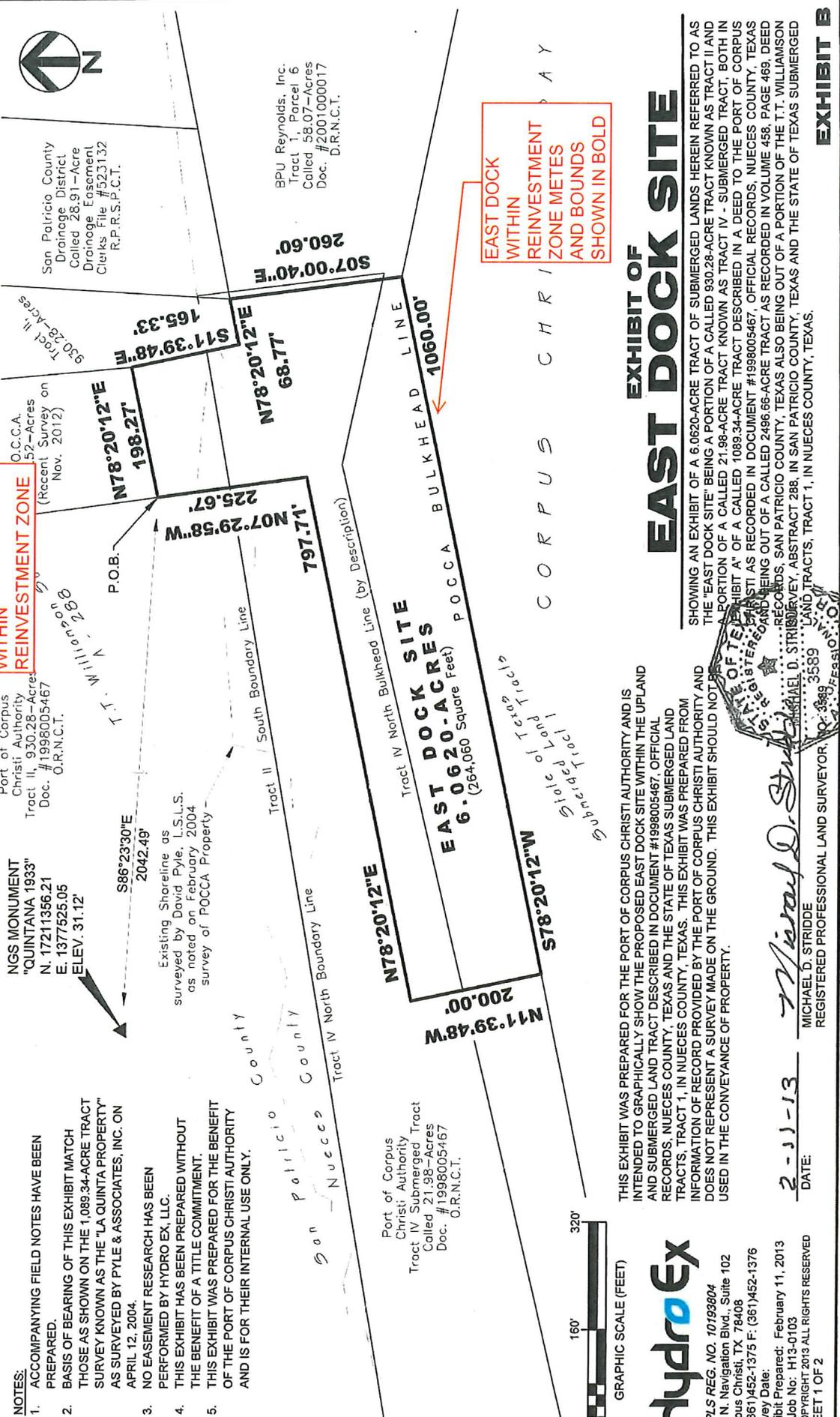
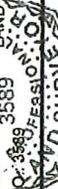
THIS EXHIBIT WAS PREPARED FOR THE PORT OF CORPUS CHRISTI AUTHORITY AND IS INTENDED TO GRAPHICALLY SHOW THE PROPOSED EAST DOCK SITE WITHIN THE UPLAND AND SUBMERGED LAND TRACT DESCRIBED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND RECORDS, TRACT 1, IN NUECES COUNTY, TEXAS. THIS EXHIBIT WAS PREPARED FROM INFORMATION OF RECORD PROVIDED BY THE PORT OF CORPUS CHRISTI AUTHORITY AND DOES NOT REPRESENT A SURVEY MADE ON THE GROUND. THIS EXHIBIT SHOULD NOT BE USED IN THE CONVEYANCE OF PROPERTY.

2-11-13

DATE:

Michael D. Stridde
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR,
No. 3589
State of Texas
Professional Seal

REGISTERED PROFESSIONAL LAND SURVEYOR,



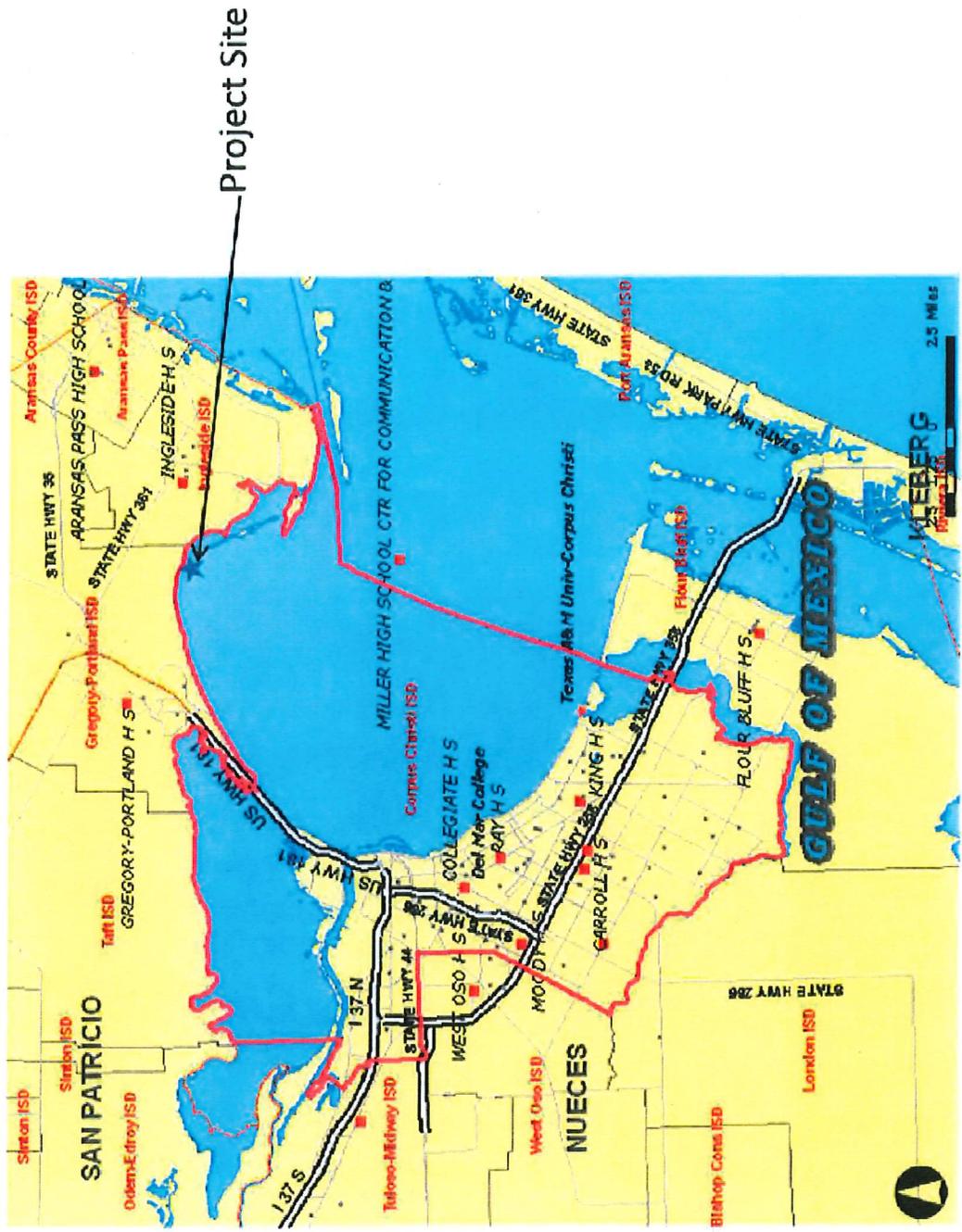
EAST DOCK WITHIN REINVESTMENT ZONE METES AND BOUNDS SHOWN IN BOLD

EXHIBIT OF EAST DOCK SITE

SHOWING AN EXHIBIT OF A 6.0620-ACRE TRACT OF SUBMERGED LANDS HEREIN REFERRED TO AS THE "EAST DOCK SITE" BEING A PORTION OF A CALLED 930.28-ACRE TRACT KNOWN AS TRACT II AND A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, BOTH IN A PORTION OF A CALLED 1089.34-ACRE TRACT DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AS RECORDED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING OUT OF A CALLED 2496.66-ACRE TRACT AS RECORDED IN VOLUME 458, PAGE 469, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS ALSO BEING OUT OF A PORTION OF THE T.T. WILLIAMSON ABSTRACT 288, IN SAN PATRICIO COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.

EXHIBIT B

Corpus Christi ISD Map





Vicinity Map
 Printed: Oct 23, 2013



ATTACHMENT 8

voestalpine Texas LLC plans to construct marine dock facilities within Corpus Christi ISD that are an integral part of, and used in connection with, the adjacent direct reduced iron ("DRI") manufacturing plant that is planned to be constructed in Gregory-Portland ISD. The shoreline of Corpus Christi Bay is the boundary line between Corpus Christi ISD and Gregory-Portland ISD.

A separate Application for Appraised Value Limitation on Qualified Property has been filed with Gregory-Portland ISD. The application submitted to GPISD contains the investment and estimated market value of the DRI plant facility, which will produce hot briquetted iron ("HBI") with an estimated annual production of 2,000,000 metric tons, and are not included in this application.

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ATTACHMENT 9

Please see attached maps. The survey map shown is for the property in CCISD and is the subject of this application. These are docks and cranes adjacent to the main plant facility.

The main plant facility is in Gregory-Portland ISD and a separate application has been filed for this property.

NOTES:

1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED.
2. BASIS OF BEARING OF THIS EXHIBIT MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
3. NO EASEMENT RESEARCH HAS BEEN PERFORMED BY HYDRO EX, LLC.
4. THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THIS EXHIBIT WAS PREPARED FOR THE BENEFIT OF THE PORT OF CORPUS CHRISTI AUTHORITY AND IS FOR THEIR INTERNAL USE ONLY.

NGS MONUMENT
"QUINTANA 1933"
N. 17211356.21
E. 1377525.05
ELEV. 31.12'

Existing Shoreline as surveyed by David Pyle, L.S.L.S., as noted on February 2004 survey of POCCA Property

Port of Corpus Christi Authority
Tract II, 930.28-Acres
Doc. #1998005467
O.R.N.C.T.

P.O.C.C.A.
475.52-Acres
(Recent Survey on Nov. 2012)

Tract II, 930.28-Acres

San Patricio County
Drainage District
Called 28.91-Acre
Drainage Easement
Clerks File #523132
R.P.R.S.P.C.T.

BPU Reynolds, Inc.
Tract 1, Parcel 6
Called 58.07-Acres
Doc. #2001000017
D.R.N.C.T.

Port of Corpus Christi Authority
Tract IV Submerged Tract
Called 21.98-Acres
Doc. #1998005467
O.R.N.C.T.



GRAPHIC SCALE (FEET)

HydroEx

TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date:
Exhibit Prepared: February 11, 2013
HX Job No: H13-0103

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SHEET 1 OF 2

THIS EXHIBIT WAS PREPARED FOR THE PORT OF CORPUS CHRISTI AUTHORITY AND IS INTENDED TO GRAPHICALLY SHOW THE PROPOSED EAST DOCK SITE WITHIN THE UPLAND AND SUBMERGED LAND TRACT DESCRIBED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS. THIS EXHIBIT WAS PREPARED FROM INFORMATION OF RECORD PROVIDED BY THE PORT OF CORPUS CHRISTI AUTHORITY AND DOES NOT REPRESENT A SURVEY MADE ON THE GROUND. THIS EXHIBIT SHOULD NOT BE USED IN THE CONVEYANCE OF PROPERTY.

2-11-13

DATE:

Michael D. Stridde
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR, O.C. 3589

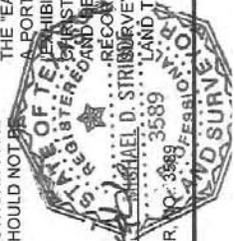


EXHIBIT OF EAST DOCK SITE

SHOWING AN EXHIBIT OF A 6,062.0-ACRE TRACT OF SUBMERGED LANDS HEREIN REFERRED TO AS THE "EAST DOCK SITE" BEING A PORTION OF A CALLED 930.28-ACRE TRACT KNOWN AS TRACT II AND A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, BOTH IN A DEED TO THE PORT OF CORPUS CHRISTI AS RECORDED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING OUT OF A CALLED 2496.66-ACRE TRACT AS RECORDED IN VOLUME 458, PAGE 469, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS ALSO BEING OUT OF A PORTION OF THE T.T. WILLIAMSON TRACT 288, IN SAN PATRICIO COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.

EXHIBIT B

C O R P U S C H R I S T I B A Y

EAST DOCK SITE
6.0620-ACRES
(264,060 Square Feet)

N78°20'12"E

N11°39'48"W

S78°20'12"W

N78°20'12"E

1060.00'

S07°00'40"E
260.60'

S11°39'48"E
165.33'

N78°20'12"E
198.27'

N07°29'58"W
225.67'

797.71'

N78°20'12"E
68.77'

T.T. Williamson Survey
P.O.B.

Tract IV North Bulkhead Line (by Description)

Tract IV North Bulkhead Line

Tract II / South Boundary Line

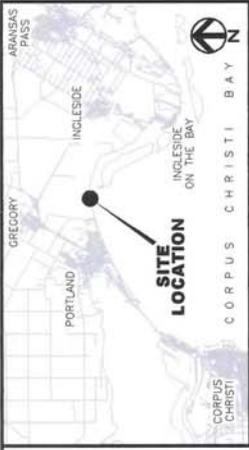
Tract IV North Boundary Line

San Patricio County

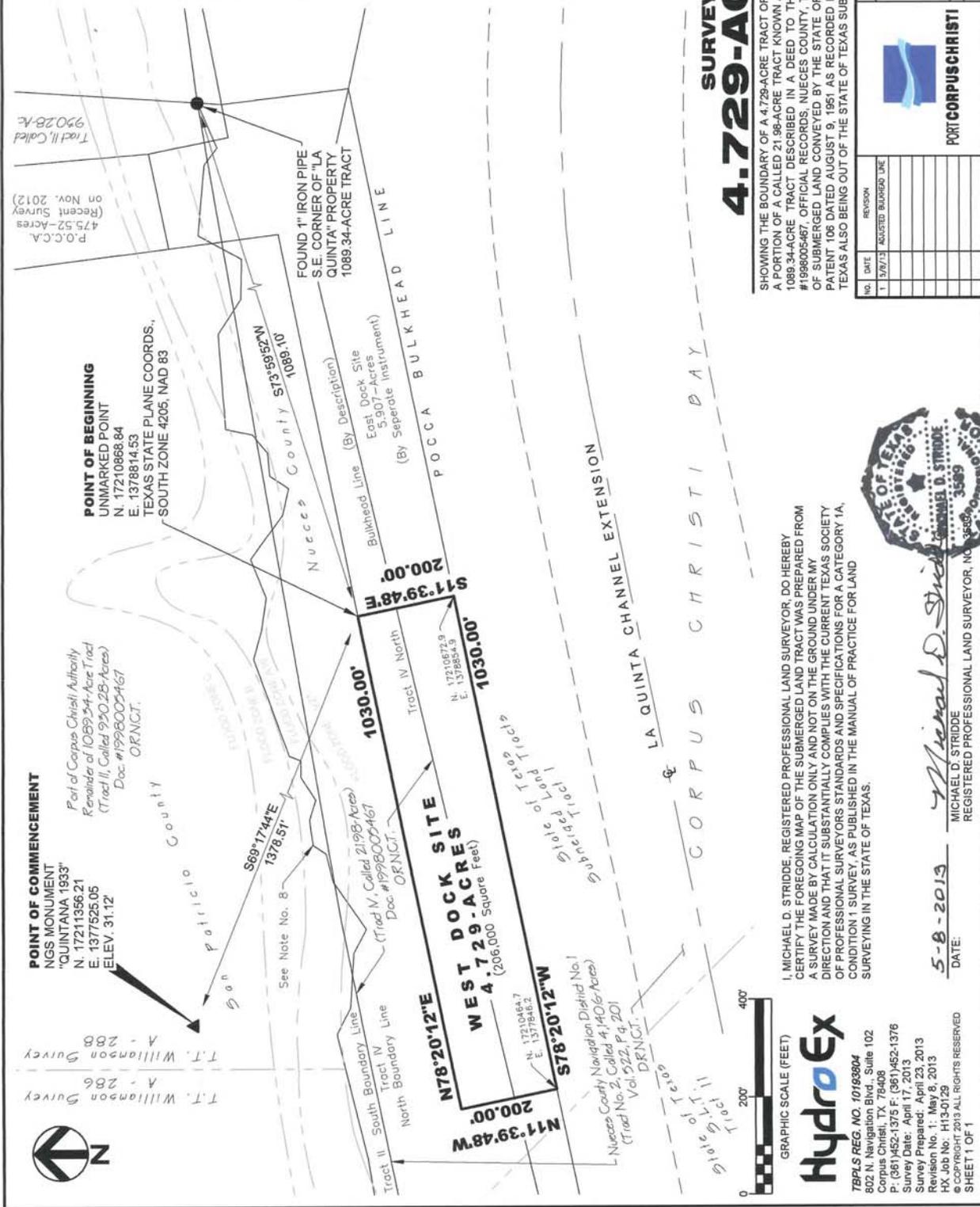
Nueces County

Submerged Land Tracts
State of Texas





- NOTES:**
1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED. BASIS OF BEARING OF THIS SURVEY MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
 2. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205, NAD 83.
 3. FOUND 5/8" IRON ROD (OR AS NOTED)
 4. ALL EASEMENT RESEARCH HAS BEEN PERFORMED BY STEWART TITLE GUARANTY COMPANY.
 5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE V21 (EL. 15), AREAS OF 100-YEAR COASTAL FLOOD WITH VELOCITY (WAVE ACTION); BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF SAN PATRICIO COUNTY, TEXAS, PANEL NOS. 485506 0418 C AND 485590 0419 C, BOTH WITH EFFECTIVE DATES: MARCH 18, 1985.
 6. THE LOCATION OF ABSTRACT LINES ARE SHOWN FROM INFORMATION OF RECORD PROVIDED BY THE TEXAS GENERAL LAND OFFICE WEBSITE, WWW.GLO.TEXAS.GOV
 7. THE EXISTING SHORELINE SHOWN HEREON DEPICTS THE SHORELINE AS SURVEYED BY DAVID PYLE, L.S.L.S., AS NOTED ON FEBRUARY 2004 SURVEY OF THE POCCA "LA QUINTA" PROPERTY.
 8. THIS SURVEY HAS BEEN PREPARED TO ACCOMPANY THE TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, G/F# 1335550028, EFFECTIVE DATE: MARCH 22, 2013. ALL PLOTTABLE, APPLICABLE SCHEDULE B ITEMS ARE SHOWN HEREON.



SURVEY PLAT OF A 4.729-ACRE TRACT

SHOWING THE BOUNDARY OF A 4.729-ACRE TRACT OF LAND HEREIN REFERRED TO AS THE "WEST DOCK SITE" BEING A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, IN "EXHIBIT A" OF A CALLED 1089.34-ACRE TRACT DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI AS RECORDED IN DOCUMENT #1986005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING A PORTION OF A CALLED 4140.6-ACRE TRACT OF SUBMERGED LAND CONVEYED BY THE STATE OF TEXAS TO NUECES COUNTY NAVIGATION DISTRICT NO. 1 BY PATENT 106 DATED AUGUST 9, 1951 AS RECORDED IN VOLUME 522, PAGE 201, DEED RECORDS, NUECES COUNTY, TEXAS ALSO BEING OUT OF THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.

NO.	DATE	REVISION
1	5/8/13	ADJUSTED BULKHEAD LINE

PORT CORPUS CHRISTI

BOUNDARY OF MORE OR LESS
4.729-ACRES OUT OF THE
PORTS LA QUINTA PROPERTY
"WEST DOCK SITE"

SCALE AS NOTED DATE: 5/8/2013
DWG. REF: 110900 EX DWG. NO. 1 OF 1

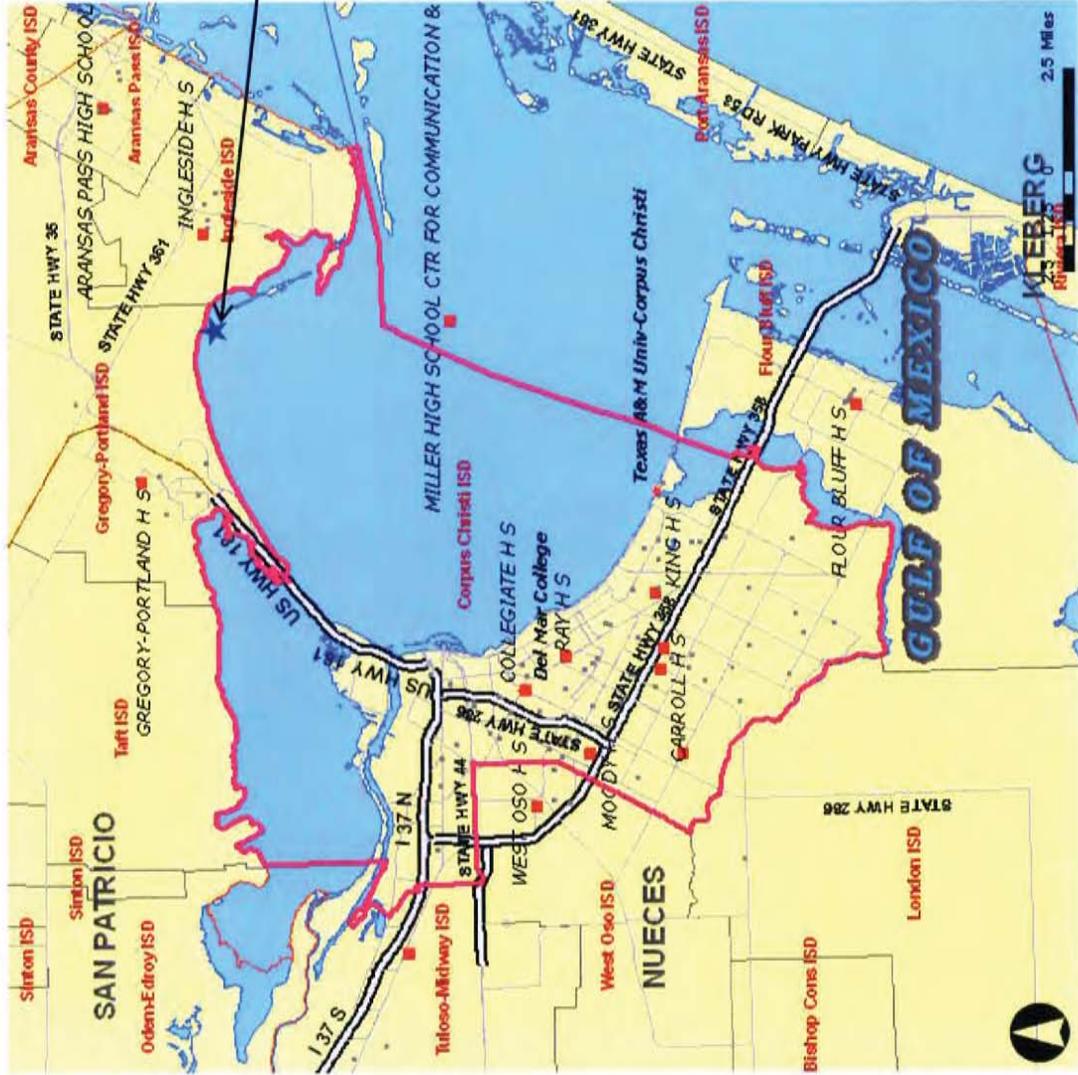


MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 3569

DATE: 5-8-2013

HydroEx
TBP&LS REG. NO. 10163804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361) 452-1375 F: (361) 452-1376
Survey Date: April 17, 2013
Survey Prepped: April 23, 2013
Revision No. 1, May 8, 2013
HYDROEX, INC. H130129
© COPYRIGHT 2013 ALL RIGHTS RESERVED
SHEET 1 OF 1

Corpus Christi ISD Map





Vicinity Map

Printed: Oct 23, 2013

- | | | |
|----------------|--------------|-----------------|
| — city_streets | abstracts | clubs |
| — state_hwy | lots | airports |
| — uc_hwy | blocks | airports |
| — railroads | subdivisions | airports |
| red_boundaries | parcels | city_boundaries |
| | food | |



ATTACHMENT 10

The legal descriptions of the land associated with the East and West Dock Sites are attached. All of the land will be leased under a long-term lease from the Port of Corpus Christi Authority.

Note: Legal description of 475.52 acre plant site is not in Corpus Christi ISD and not the subject of this application

Exhibit A
Property Description
Voestalpine Reinvestment Zone

Metes and Bounds Legal Description of the 475.52-Acre Plant Site

FIELD NOTES to describe the boundary of a 475.52-acre tract of land out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 475.52-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for the southwest corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 49°45'13" West a distance of 161.84 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set for the **POINT OF BEGINNING**;

THENCE South 17°44'36" East, being 250 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 5,516.07 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 52°16'42" West, a distance of 186.27 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 17°44'44" East, being 425 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,454.17 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 05°00'40" East, a distance of 2,033.63 feet to a 5/8" iron rod with said red plastic cap set for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, a distance of 198.27 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 1,748.16 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 78°19'34" West, a distance of 2,910.34 feet to a 5/8" iron rod with said red plastic cap set for the southwest corner of the herein described tract;

THENCE North $01^{\circ}15'10''$ West, being approximately 470 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 967.53 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South $73^{\circ}03'57''$ West, a distance of 181.77 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North $01^{\circ}15'07''$ West, being approximately 295 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 3,882.65 feet to a 5/8" iron rod with said red plastic cap set for a corner, the P.C. of curve for an interior corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is $60^{\circ}42'34''$, whose Radius is 1,627.00 feet, and Arc Distance of 1,723.94 feet to a 5/8" iron rod with said red plastic cap set for a corner, the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North $09^{\circ}28'59''$ East, being 100 feet east and parallel to the west line of said 930.28-acre tract, a distance of 2,181.12 feet to a 5/8" iron rod with said red plastic cap set for the northwest corner of the herein described tract;

THENCE South $70^{\circ}28'50''$ East, being 140' south and parallel to the north line of said 930.28-acre tract, a distance of 2,016.12 feet to a 5/8" iron rod with said red plastic cap set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**,

CONTAINING within these metes and bounds 475.52 acres (20,713,669 square feet) of land, more or less.

East Dock Metes and Bounds

6.0620-Acre Tract "EAST DOCK SITE"

FIELD NOTES to describe an exhibit of a 6.0620-acre tract of submerged lands herein referred to as the "East Dock Site" being a portion of a called 930.28-acre tract known as Tract II and a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, both in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66 acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of a portion of the T.T. Williamson Survey, Abstract 288, in San Patricio County, Texas and the State of Texas Submerged Land Tracts, Tract I, in Nueces County, Texas, said 6.0620-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 86°23'30" East a distance of 2,042.49 feet to a 5/8" iron rod found for an exterior corner of a 475 .52 acre tract of land recently surveyed and monumented in November 2012 within the limits of said 1089.34 acre tract for an exterior corner of the 6.0620-acre tract herein described for the **POINT OF BEGINNING**;

THENCE North 78°20'12" East, along the south line of said 475.52-acre tract, a distance of 198.27 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract;

THENCE South 11°39'48" East, a distance of 165.33 feet to a point for an interior corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 68.77 feet to a point for the northwest corner of a called 58.07-acre tract of submerged lands known as Tract I, Parcel 6 described in a deed to BPU Reynolds, Inc. as recorded in Document No. 2001000017, Deed Records, Nueces County, Texas for the northeast corner of the herein described tract;

THENCE South 07°00'40" East, along the west line of said 58 .07-acre tract, a distance of 260.60 feet to a point for the southwest corner of said 58.07-acre tract, for a bend point in the P.O.C.C.A. North Bulkhead Line, and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1060.00 feet to a point for the southwest corner of the herein described tract; **THENCE** North 11°39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 797.71 feet to a point for an interior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 225.67 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.0620 acres (264,060 square feet) of land, more or less.

West Dock Metes and Bounds

4.7291-Acre Tract "WEST DOCK SITE"

FIELD NOTES to describe an exhibit of a 4.7291-acre tract of submerged lands herein referred to as the "West Dock Site" being a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in

Document No. 1998005467, Official Records, Nueces County, Texas and being out of the State of Texas Submerged Land Tracts, Tract 1, in Nueces County, Texas, said 4.7291 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South $68^{\circ}14'28''$ East a distance of 1,385.35 feet to a point for the northwest corner of a called 6.0620 acre tract referred to as the "East Dock Site", described by separate instrument, and for the northeast corner of the herein described tract for the POINT OF BEGINNING;

THENCE South $11^{\circ}39'48''$ East, along the common line of said 4.7291-acre tract and the 6.0620 acre tract, a distance of 200.00 feet to a point on the P.O.C.C.A. North Bulkhead Line for the southwest corner of said 6.0620-acre tract and for the southeast corner of the herein described tract;

THENCE South $78^{\circ}20'12''$ West, along said north bulkhead line, a distance of 1030.00 feet to a point for the southwest corner of the herein described tract;

THENCE North $11^{\circ}39'48''$ West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North $78^{\circ}20'12''$ East, being 200 feet north and parallel to the north bulkhead line, a distance of 1030.00 feet to a point for the northwest corner of said 6.0620 acre tract and for the northeast corner of the herein described tract and the POINT OF BEGINNING, CONTAINING within

ATTACHMENT 11

Please see attached maps. The survey map shown is for the property in CCISD that is the subject of this application. These are docks and cranes adjacent to the main plant facility.

NOTES:

1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED.
2. BASIS OF BEARING OF THIS EXHIBIT MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
3. NO EASEMENT RESEARCH HAS BEEN PERFORMED BY HYDRO EX, LLC.
4. THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THIS EXHIBIT WAS PREPARED FOR THE BENEFIT OF THE PORT OF CORPUS CHRISTI AUTHORITY AND IS FOR THEIR INTERNAL USE ONLY.

NGS MONUMENT
"QUINTANA 1933"
N. 17211356.21
E. 1377525.05
ELEV. 31.12'

Existing Shoreline as surveyed by David Pyle, L.S.L.S., as noted on February 2004 survey of POCCA Property

Port of Corpus Christi Authority
Tract II, 930.28-Acres
Doc. #1998005467
O.R.N.C.T.

P.O.C.C.A.
475.52-Acres
(Recent Survey on Nov. 2012)

Tract II, 930.28-Acres



San Patricio County
Drainage District
Called 28.91-Acre
Drainage Easement
Clerks File #523132
R.P.R.S.P.C.T.

BPU Reynolds, Inc.
Tract 1, Parcel 6
Called 58.07-Acres
Doc. #2001000017
D.R.N.C.T.

Port of Corpus Christi Authority
Tract IV Submerged Tract
Called 21.98-Acres
Doc. #1998005467
O.R.N.C.T.

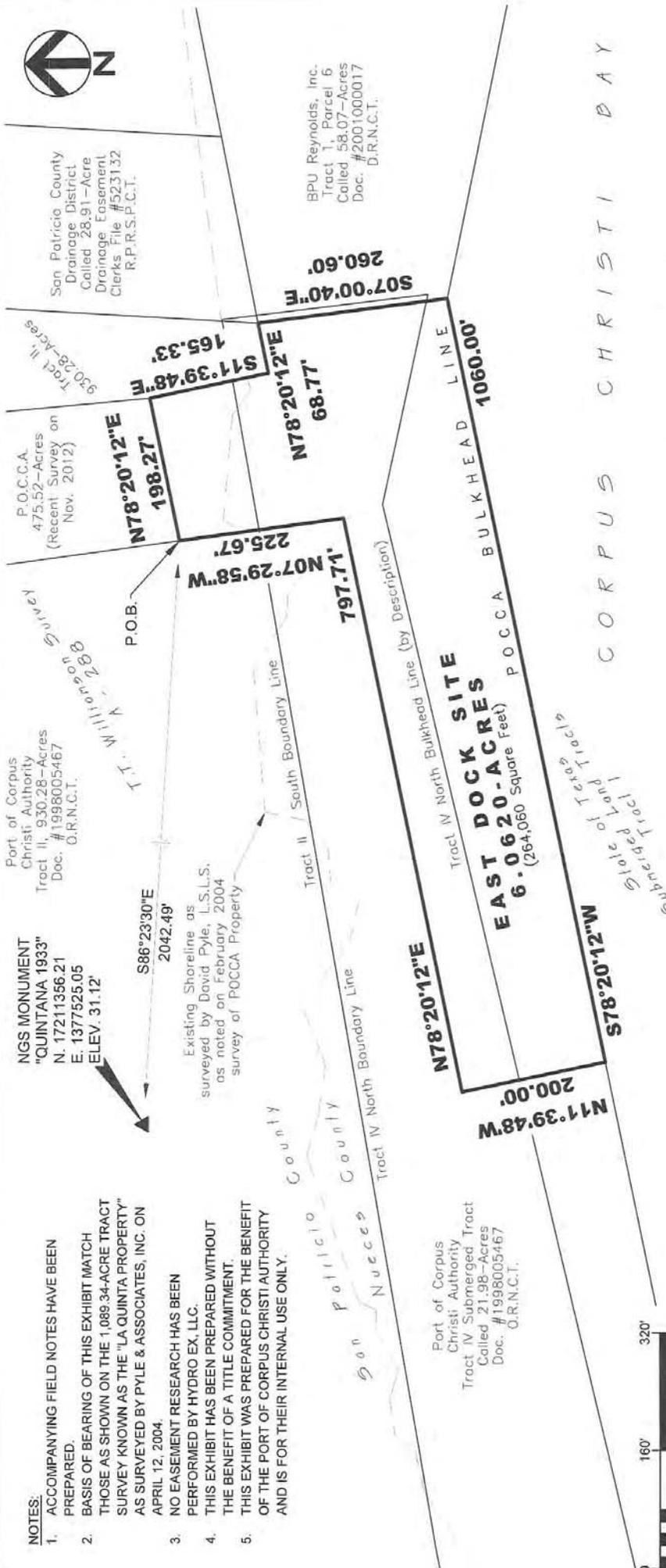


GRAPHIC SCALE (FEET)

HydroEx

TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date:
Exhibit Prepared: February 11, 2013
HX Job No: H13-0103

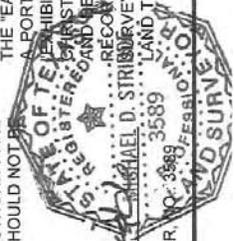
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SHEET 1 OF 2



THIS EXHIBIT WAS PREPARED FOR THE PORT OF CORPUS CHRISTI AUTHORITY AND IS INTENDED TO GRAPHICALLY SHOW THE PROPOSED EAST DOCK SITE WITHIN THE UPLAND AND SUBMERGED LAND TRACT DESCRIBED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS. THIS EXHIBIT WAS PREPARED FROM INFORMATION OF RECORD PROVIDED BY THE PORT OF CORPUS CHRISTI AUTHORITY AND DOES NOT REPRESENT A SURVEY MADE ON THE GROUND. THIS EXHIBIT SHOULD NOT BE USED IN THE CONVEYANCE OF PROPERTY.

EXHIBIT OF EAST DOCK SITE

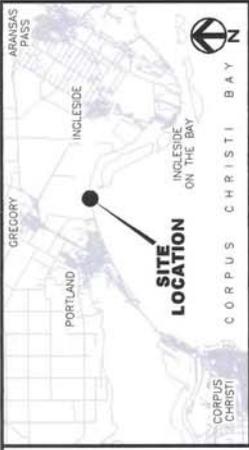
SHOWING AN EXHIBIT OF A 6.0620-ACRE TRACT OF SUBMERGED LANDS HEREIN REFERRED TO AS THE "EAST DOCK SITE" BEING A PORTION OF A CALLED 930.28-ACRE TRACT KNOWN AS TRACT II AND A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, BOTH IN A DEED TO THE PORT OF CORPUS CHRISTI AS RECORDED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING OUT OF A CALLED 2496.66-ACRE TRACT AS RECORDED IN VOLUME 458, PAGE 469, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS ALSO BEING OUT OF A PORTION OF THE T.T. WILLIAMSON SURVEY, ABSTRACT 288, IN SAN PATRICIO COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.



Michael D. Stridde
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR,
No. 3589

2-11-13 DATE:

EXHIBIT B

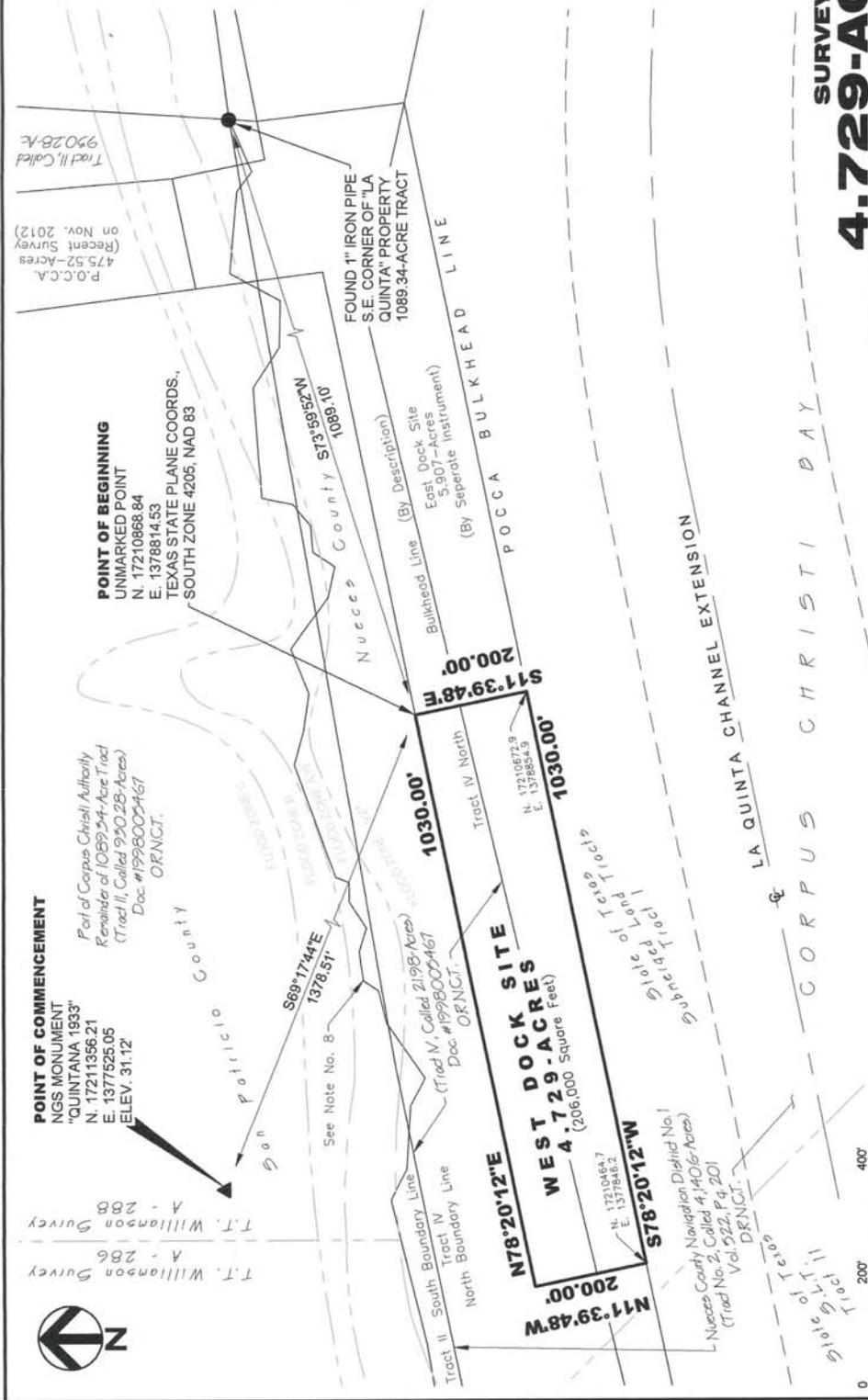


VICINITY MAP N.T.S.

- NOTES:
1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED. BASIS OF BEARING OF THIS SURVEY MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
 2. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205, NAD 83.
 3. FOUND 5/8" IRON ROD (OR AS NOTED)
 4. ALL EASEMENT RESEARCH HAS BEEN PERFORMED BY STEWART TITLE GUARANTY COMPANY.
 5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE V21 (EL. 15), AREAS OF 100-YEAR COASTAL FLOOD WITH VELOCITY (WAVE ACTION); BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF SAN PATRICIO COUNTY, TEXAS, PANEL NOS. 485506 0418 C AND 485590 0419 C, BOTH WITH EFFECTIVE DATES: MARCH 18, 1985.
 6. THE LOCATION OF ABSTRACT LINES ARE SHOWN FROM INFORMATION OF RECORD PROVIDED BY THE TEXAS GENERAL LAND OFFICE WEBSITE, WWW.GLO.TEXAS.GOV
 7. THE EXISTING SHORELINE SHOWN HEREON DEPICTS THE SHORELINE AS SURVEYED BY DAVID PYLE, L.S.L.S., AS NOTED ON FEBRUARY 2004 SURVEY OF THE POCCA "LA QUINTA" PROPERTY.
 8. THIS SURVEY HAS BEEN PREPARED TO ACCOMPANY THE TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, G/F# 1335550028, EFFECTIVE DATE: MARCH 22, 2013. ALL PLOTTABLE, APPLICABLE SCHEDULE B ITEMS ARE SHOWN HEREON.

SURVEY PLAT OF A 4.729-ACRE TRACT

SHOWING THE BOUNDARY OF A 4.729-ACRE TRACT OF LAND HEREIN REFERRED TO AS THE "WEST DOCK SITE" BEING A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, IN "EXHIBIT A" OF A CALLED 1089.34-ACRE TRACT DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI, TEXAS AND BEING A PORTION OF A CALLED 4140.6-ACRE TRACT #1986005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING A PORTION OF A CALLED 4140.6-ACRE TRACT OF SUBMERGED LAND CONVEYED BY THE STATE OF TEXAS TO NUECES COUNTY NAVIGATION DISTRICT NO. 1 BY PATENT, 106 DATED AUGUST 9, 1951 AS RECORDED IN VOLUME 522, PAGE 201, DEED RECORDS, NUECES COUNTY, TEXAS ALSO BEING OUT OF THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.



POINT OF COMMENCEMENT
NGS MONUMENT
"QUINTANA 1933"
N. 17211386.21
E. 1377525.05
ELEV. 31.12'
Port of Corpus Christi Authority
Remainder of 1089.34-Acre Tract
(Tract II, Called 930.28-Acres)
Doc #1998000461
OR.N.C.T.

POINT OF BEGINNING
UNMARKED POINT
N. 17210868.84
E. 1378814.53
TEXAS STATE PLANE COORDS.,
SOUTH ZONE 4205, NAD 83

P.O.C.C.A.
475.52-Acres
(Recent Survey
on Nov. 2012)
Tract II, Called
930.28-Ac

FOUND 1" IRON PIPE
S.E. CORNER OF "LA
QUINTA" PROPERTY
1089.34-ACRE TRACT

I, MICHAEL D. STRIDDE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP OF THE SUBMERGED LAND TRACT WAS PREPARED FROM A SURVEY MADE BY CALCULATION ONLY AND NOT ON THE GROUND UNDER MY DIRECTION AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 SURVEY, AS PUBLISHED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.



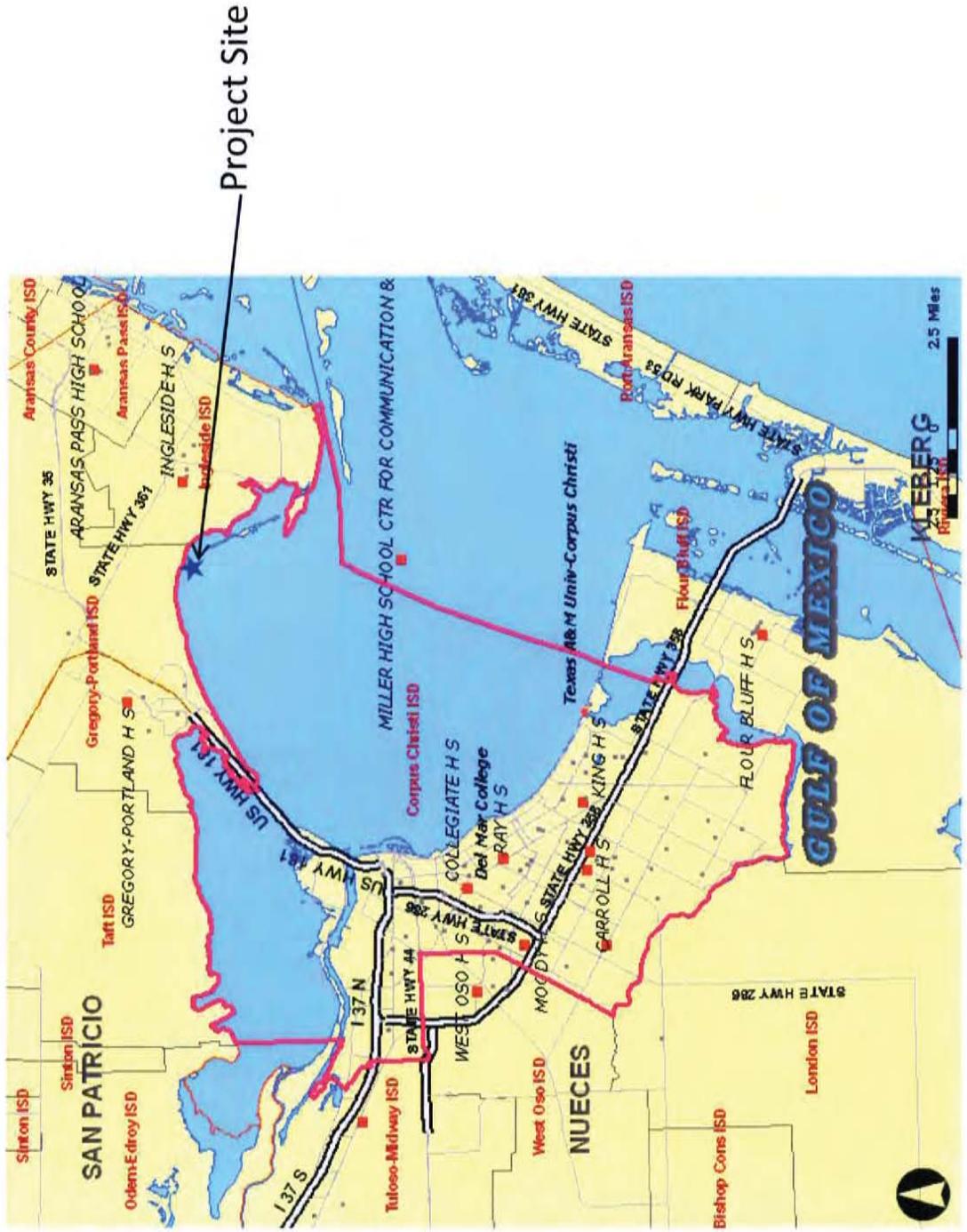
DATE: 5-8-2013
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 3589

HydroEx
TBP/LS REG. NO. 10163804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date: April 17, 2013
Survey Prepped: April 23, 2013
Revision No. 1, May 8, 2013
HYDROEX, INC. H130129
COPYRIGHT 2013 ALL RIGHTS RESERVED
SHEET 1 OF 1

NO.	DATE	REVISION
1	5/8/13	ADJUSTED BULKHEAD LINE

PORT OF CORPUS CHRISTI AUTHORITY
BOUNDARY OF MORE OR LESS
4.729-ACRES OUT OF THE
PORTS LA QUINTA PROPERTY
"WEST DOCK SITE"
SCALE AS NOTED
DATE: 4/23/2013
DWN: BFI-117090 EX
POCCA LA QUINTA PROPERTY
DWC: NO. 1 OF 1

Corpus Christi ISD Map





Vicinity Map

Printed: Oct 23, 2013

- city_streets
- state_hwy
- us_hwy
- railroads
- red_boundaries
- absbrads
- lots
- blocks
- subdivisions
- parcels
- clubs
- airports
- paris
- city_boundaries
- food



ATTACHMENT 12

There are no existing improvements at the site as of January 1, 2013.

The reinvestment zone, which was created by the City of Corpus Christi on May 3, 2013 includes the following parcels of land that voestalpine Texas, LLC is leasing from the Port of Corpus Christi.

Main site – 475.52 acres

East Dock Site – 6.062 acres

West Dock Site – 4.729 acres

Total acres - 486.311 acres

The most recent Nueces County Appraisal District property value for the land where the East and West Dock Sites are located is attached.

Parcel #	Description	Acres	Land Value	Improvement Value
200036906 (Nueces)	SUBMERGED LAND, 21.99 ACRES IN CC BAY STATE TRACTS 1 & 11	21.99	\$0	\$0

Nueces CAD

Property Search Results > 200036906 PORT OF CORPUS CHRISTI AUTH for Year 2013

Property

Account

Property ID: 200036906 Legal Description: SUBMERGED LAND 21.99 ACS IN CC BAY STATE T
 Geographic ID: 8483-0000-0055 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: SUBMERGED LAND Mapsco:
 CC BAY,, TX
 Neighborhood: SUBMERGED LAND Map ID: R-121K1
 Neighborhood CD: S8483

Owner

Name: PORT OF CORPUS CHRISTI AUTH Owner ID: 209052
 Mailing Address: P O BOX 1541 % Ownership: 100.0000000000%
 CORPUS CHRISTI, TX 78403
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$0	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$0	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$0	

Taxing Jurisdiction

Owner: PORT OF CORPUS CHRISTI AUTH
 % Ownership: 100.0000000000%
 Total Value: \$0

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C03	CITY OF CC	0.585264	\$0	\$0	\$0.00
CAD	APPRAISAL DISTRICT	0.000000	\$0	\$0	\$0.00
GNU	NUECES COUNTY	0.340999	\$0	\$0	\$0.00
HOSP	HOSPITAL DISTRICT	0.148077	\$0	\$0	\$0.00
JRC	DEL MAR JR COLL	0.250666	\$0	\$0	\$0.00
RFM	FARM TO MKT ROAD	0.004188	\$0	\$0	\$0.00
SE	CCISD	1.237350	\$0	\$0	\$0.00
Total Tax Rate:		2.566544			

Taxes w/Current Exemptions: \$0.00

ATTACHMENT 13

No waiver of the job creation requirement is requested.

ATTACHMENT 14

The calculation of the three possible wage requirements with TWC documentation is attached. voestalpine Texas, LLC has chosen to use \$52,565 as the wage rate for permanent jobs. This amount equals 110% of the current regional wage rate of \$47,786 ($\$47,786 \times 110\% = \$52,565$).

**VOESTALPINE TEXAS LLC
ATTACHMENT TO CHAPTER 313 APPLICATION**

**CORPUS CHRISTI ISD - NUECES COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES**

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
THIRD	2012	\$ 799	\$ 41,548
FOURTH	2012	\$ 886	\$ 46,072
FIRST	2013	\$ 835	\$ 43,420
SECOND	2013	\$ 809	\$ 42,068
AVERAGE		\$ 832	\$ 43,277
X		110%	110%
		\$ 915	\$ 47,605

CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
THIRD	2012	\$ 1,209	\$ 62,868
FOURTH	2012	\$ 1,431	\$ 74,412
FIRST	2013	\$ 1,443	\$ 75,036
SECOND	2013	\$ 1,272	\$ 66,144
AVERAGE		\$ 1,339	\$ 69,615
X		110%	110%
		\$ 1,473	\$ 76,577

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
Coastal Bend	2012	\$ 919	\$ 47,786
X		110%	110%
		\$ 1,011	\$ 52,565

* SEE ATTACHED TWC DOCUMENTATION

Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	1st Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$820
2013	1st Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$835
2012	2nd Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$804
2013	2nd Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$809
2012	3rd Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$799
2012	4th Qtr	Nueces County	Total All	00	0	10	Total, All Industries	\$886

Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	1st Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,382
2013	1st Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,443
2012	2nd Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,277
2013	2nd Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,272
2012	3rd Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,209
2012	4th Qtr	Nueces County	Total All	31	2	31-33	Manufacturing	\$1,431

**2012 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$23.56	\$48,996
<u>1. Panhandle Regional Planning Commission</u>	\$20.12	\$41,850
<u>2. South Plains Association of Governments</u>	\$16.18	\$33,662
<u>3. NORTEX Regional Planning Commission</u>	\$17.83	\$37,076
<u>4. North Central Texas Council of Governments</u>	\$24.68	\$51,333
<u>5. Ark-Tex Council of Governments</u>	\$16.84	\$35,032
<u>6. East Texas Council of Governments</u>	\$19.61	\$40,797
<u>7. West Central Texas Council of Governments</u>	\$18.24	\$37,941
<u>8. Rio Grande Council of Governments</u>	\$16.17	\$33,631
<u>9. Permian Basin Regional Planning Commission</u>	\$21.93	\$45,624
<u>10. Concho Valley Council of Governments</u>	\$16.33	\$33,956
<u>11. Heart of Texas Council of Governments</u>	\$19.07	\$39,670
<u>12. Capital Area Council of Governments</u>	\$26.03	\$54,146
<u>13. Brazos Valley Council of Governments</u>	\$16.55	\$34,424
<u>14. Deep East Texas Council of Governments</u>	\$16.20	\$33,698
<u>15. South East Texas Regional Planning Commission</u>	\$29.38	\$61,118
<u>16. Houston-Galveston Area Council</u>	\$26.59	\$55,317
<u>17. Golden Crescent Regional Planning Commission</u>	\$21.03	\$43,742
<u>18. Alamo Area Council of Governments</u>	\$18.40	\$38,280
<u>19. South Texas Development Council</u>	\$13.54	\$28,170
<u>20. Coastal Bend Council of Governments</u>	\$22.97	\$47,786
<u>21. Lower Rio Grande Valley Development Council</u>	\$16.33	\$33,961
<u>22. Texoma Council of Governments</u>	\$22.57	\$46,949
<u>23. Central Texas Council of Governments</u>	\$17.16	\$35,689
<u>24. Middle Rio Grande Development Council</u>	\$18.93	\$39,380

110% x \$47,786 =
\$52,565

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

ATTACHMENT 15

Voestalpine Texas, LLC plans to provide its employees with attractive benefit plans that may include, but are not limited to, the following:

- Medical Coverage (company pays 80% of employee only health insurance premiums)
- Dental Plan
- Paid Holidays
- Paid Vacation
- 401(k) Retirement Savings Plan

ATTACHMENT 16

The economic impact study will be performed by the Comptroller at a future date.

ATTACHMENT 17

Please see attached Schedule A

Schedule A (Rev. Ja / 2013): Investment

Form 50-296

Applicant Name: voestalpine Texas, LLC
 ISD Name: Corpus Christi ISD

PROPERTY INVESTMENT AMOUNTS

(Estimated investment in each year. Do not put cumulative totals.)

The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A: Tangible Personal Property (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)						
									1	2	3	4	5	6
Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property) Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)	Complete tax years of qualifying time period	2014-2015	2014	25,000,000	-	-	-	-						
				2015	41,000,000	-	25,000,000	-	25,000,000					
				2016	41,000,000	-	41,000,000	-	41,000,000					
				2017	-	-	-	-	-					
				2018	-	-	-	-	-					
				2019	-	-	-	-	-					
				2020	-	-	-	-	-					
				2021	-	-	-	-	-					
				2022	-	-	-	-	-					
				2023	-	-	-	-	-					
				2024	-	-	-	-	-					
				2025	-	-	-	-	-					
				2026	-	-	-	-	-					
				2027	-	-	-	-	-					
				2028	-	-	-	-	-					
2029	-	-	-	-	-									
Tax Credit Period (with 50% cap on credit)	Value Limitation Period													
	Continue to Maintain Viable Presence													
Credit Settle-Up Period	Post-Settle-Up Period													
	Post-Settle-Up Period													

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.
 Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D).
 For the purposes of investment, please list amount invested each year, not cumulative totals.
 Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.
 The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).

Column C: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility.
 The most significant example for many projects would be land. Other examples may be items such as professional services, etc.
 Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.
 Column D: Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.
 This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

[Signature]
 E. PIZARRA (CTO) / SARA HOFER
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE (HEAD OF FINANCE)
 07. NOV 2013
 DATE

ATTACHMENT 18

Please see attached Schedule B

Schedule B (Rev. January 2013): Estimated Market And Taxable Value
 voestalpine Texas, LLC
 Corpus Christi ISD

Applicant Name
 ISD Name

Form 50-296

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value		Estimated Taxable Value	
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O - after all reductions	
pre-year 1	2014-2015	2014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2015-2016	2015	\$ -	\$ -	\$ 12,500,000	\$ 312,500	\$ 12,187,500	\$ 12,187,500	\$ 12,187,500
2	2016-2017	2016	\$ -	\$ -	\$ 42,900,000	\$ 1,073,000	\$ 41,827,000	\$ 41,827,000	\$ 41,827,000
3	2017-2018	2017	\$ -	\$ -	\$ 66,000,000	\$ 1,650,000	\$ 64,350,000	\$ 64,350,000	\$ 30,000,000
4	2018-2019	2018	\$ -	\$ -	\$ 64,350,000	\$ 1,609,000	\$ 62,741,000	\$ 62,741,000	\$ 30,000,000
5	2019-2020	2019	\$ -	\$ -	\$ 62,741,000	\$ 1,569,000	\$ 61,172,000	\$ 61,172,000	\$ 30,000,000
6	2020-2021	2020	\$ -	\$ -	\$ 61,172,000	\$ 1,529,000	\$ 59,643,000	\$ 59,643,000	\$ 30,000,000
7	2021-2022	2021	\$ -	\$ -	\$ 59,643,000	\$ 1,491,000	\$ 58,152,000	\$ 58,152,000	\$ 30,000,000
8	2022-2023	2022	\$ -	\$ -	\$ 58,152,000	\$ 1,454,000	\$ 56,698,000	\$ 56,698,000	\$ 30,000,000
9	2023-2024	2023	\$ -	\$ -	\$ 56,698,000	\$ 1,417,000	\$ 55,281,000	\$ 55,281,000	\$ 30,000,000
10	2024-2025	2024	\$ -	\$ -	\$ 55,281,000	\$ 1,382,000	\$ 53,899,000	\$ 53,899,000	\$ 30,000,000
11	2025-2026	2025	\$ -	\$ -	\$ 53,899,000	\$ 1,347,000	\$ 52,552,000	\$ 52,552,000	\$ 52,552,000
12	2026-2027	2026	\$ -	\$ -	\$ 52,552,000	\$ 1,314,000	\$ 51,238,000	\$ 51,238,000	\$ 51,238,000
13	2027-2028	2027	\$ -	\$ -	\$ 51,238,000	\$ 1,281,000	\$ 49,957,000	\$ 49,957,000	\$ 49,957,000
14	2028-2029	2028	\$ -	\$ -	\$ 49,957,000	\$ 1,249,000	\$ 48,708,000	\$ 48,708,000	\$ 48,708,000
15	2029-2030	2029	\$ -	\$ -	\$ 48,708,000	\$ 1,218,000	\$ 47,490,000	\$ 47,490,000	\$ 47,490,000

Tax Credit Period (with 50% cap on credit)

Value Limitation Period

Credit Settle-Up Period

Post-Settle-Up Period

Post-Settle-Up Period

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter these amounts for future years.

E. Pizzera (CP)
 E. PIZZERA (CP)
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

07 Nov 2013
 DATE

(HEAD OF FINANCE)

ATTACHMENT 19

Please see attached Schedule C

Schedule C- Application: Employment Information

Applicant Name: voestalpine Texas, LLC
 ISD Name: Corpus Christi ISD

Form 50-296

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
				Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
	pre-year 1	2014-2015	2014	25 FTEs	\$ 74,000	0	\$ -	0	\$ -
	1	2015-2016	2015	25 FTEs	\$ 74,000	0	\$ -	0	\$ -
	2	2016-2017	2016						
	3	2017-2018	2017			10	\$ 52,565	8	\$ 52,565
	4	2018-2019	2018			10	\$ 52,565	8	\$ 52,565
	5	2019-2020	2019			10	\$ 52,565	8	\$ 52,565
	6	2020-2021	2020			10	\$ 52,565	8	\$ 52,565
	7	2021-2022	2021			10	\$ 52,565	8	\$ 52,565
	8	2022-2023	2022			10	\$ 52,565	8	\$ 52,565
	9	2023-2024	2023			10	\$ 52,565	8	\$ 52,565
	10	2024-2025	2024			10	\$ 52,565	8	\$ 52,565
	11	2025-2026	2025			10	\$ 52,565	8	\$ 52,565
	12	2026-2027	2026			10	\$ 52,565	8	\$ 52,565
	13	2027-2028	2027			10	\$ 52,565	8	\$ 52,565
	14	2028-2029	2028			10	\$ 52,565	8	\$ 52,565
	15	2029-2030	2029			10	\$ 52,565	8	\$ 52,565
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period								
	Value Limitation Period								
Credit Settle-Up Period	Continue to Maintain Viable Presence								
	Post- Settle-Up Period								
	Post- Settle-Up Period								

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

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

E. Pizzera
E. PIZZERA (CTO)
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
 (HEAD OF FINANCE)
 DATE: 07 Nov 2013

ATTACHMENT 20

Please see attached Schedule D

Schedule D: (Rev. January 2013): Other Tax Information

Form 50-296

Corpus Christi ISD

ISD Name

Other Property Tax Abatements Sought

voestalpine Texas LLC

Applicant Name	Sales Tax Information				Franchise Tax				Other Property Tax Abatements Sought			
	Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	County	City	Hospital	Other (College)		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)		2014-2015	2014	\$ 5,000,000	20,000,000 \$	-						
	Complete tax years of qualifying time period	1	2015-2016	2015	\$ 8,200,000	\$ 32,800,000	-	n/a	100%	n/a	n/a	
		2	2016-2017	2016	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		3	2017-2018	2017	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		4	2018-2019	2018	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		5	2019-2020	2019	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		6	2020-2021	2020	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		7	2021-2022	2021	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		8	2022-2023	2022	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		9	2023-2024	2023	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		10	2024-2025	2024	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
	Value Limitation Period	11	2025-2026	2025	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		12	2026-2027	2026	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		13	2027-2028	2027	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
		14	2028-2029	2028	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a	
15		2029-2030	2029	\$ 20,000	\$ 40,000	-	n/a	100%	n/a	n/a		
Tax Credit Period (with 50% cap on credit)	Continue to Maintain Viable Presence											
	Credit Settle-Up Period											
Post-Settle-Up Period												

For planning construction and operation of the facility.
E. PIZZERA (CP)
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE
 G. S. M. H. W. E. K. (HEAD OF FINANCE)
 DATE: 07 Nov 2013

ATTACHMENT 21

Please see attached maps. The survey map shown is for the property in CCISD and is the subject of this application. These are docks and cranes adjacent to the main plant facility.

The main plant facility is in Gregory-Portland ISD and a separate application has been filed for this property.

NOTES:

1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED.
2. BASIS OF BEARING OF THIS EXHIBIT MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
3. NO EASEMENT RESEARCH HAS BEEN PERFORMED BY HYDRO EX, LLC.
4. THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THIS EXHIBIT WAS PREPARED FOR THE BENEFIT OF THE PORT OF CORPUS CHRISTI AUTHORITY AND IS FOR THEIR INTERNAL USE ONLY.

NGS MONUMENT
"QUINTANA 1933"
N. 17211356.21
E. 1377525.05
ELEV. 31.12'

Existing Shoreline as surveyed by David Pyle, L.S.L.S., as noted on February 2004 survey of POCCA Property

Port of Corpus Christi Authority
Tract II, 930.28-Acres
Doc. #1998005467
O.R.N.C.T.

P.O.C.C.A.
475.52-Acres
(Recent Survey on Nov. 2012)

Tract II, 930.28-Acres



San Patricio County
Drainage District
Called 28.91-Acre
Drainage Easement
Clerks File #523132
R.P.R.S.P.C.T.

BPU Reynolds, Inc.
Tract 1, Parcel 6
Called 58.07-Acres
Doc. #2001000017
D.R.N.C.T.

Port of Corpus Christi Authority
Tract IV Submerged Tract
Called 21.98-Acres
Doc. #1998005467
O.R.N.C.T.

San Patricio County
Nueces County

Tract II / South Boundary Line
Tract IV North Boundary Line

Tract IV North Bulkhead Line (by Description)

N78°20'12"E

N11°39'48"W
200.00'

S78°20'12"W

Tract IV North Bulkhead Line

EAST DOCK SITE
6.0620-ACRES
(264,060 Square Feet)

Submerged Land Tracts
State of Texas

1060.00'

S07°00'40"E
260.60'

S11°39'48"E
165.33'

N78°20'12"E
198.27'

N78°20'12"E
68.77'

N07°29'58"W
225.67'

797.71'



GRAPHIC SCALE (FEET)

HydroEx

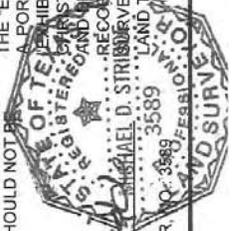
TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date:

Exhibit Prepared: February 11, 2013
HX Job No: H13-0103
© COPYRIGHT 2013 ALL RIGHTS RESERVED
SHEET 1 OF 2

THIS EXHIBIT WAS PREPARED FOR THE PORT OF CORPUS CHRISTI AUTHORITY AND IS INTENDED TO GRAPHICALLY SHOW THE PROPOSED EAST DOCK SITE WITHIN THE UPLAND AND SUBMERGED LAND TRACT DESCRIBED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS. THIS EXHIBIT WAS PREPARED FROM INFORMATION OF RECORD PROVIDED BY THE PORT OF CORPUS CHRISTI AUTHORITY AND DOES NOT REPRESENT A SURVEY MADE ON THE GROUND. THIS EXHIBIT SHOULD NOT BE USED IN THE CONVEYANCE OF PROPERTY.

EXHIBIT OF EAST DOCK SITE

SHOWING AN EXHIBIT OF A 6.0620-ACRE TRACT OF SUBMERGED LANDS HEREIN REFERRED TO AS THE "EAST DOCK SITE" BEING A PORTION OF A CALLED 930.28-ACRE TRACT KNOWN AS TRACT II AND A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, BOTH IN A DEED TO THE PORT OF CORPUS CHRISTI AS RECORDED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING OUT OF A CALLED 2496.66-ACRE TRACT AS RECORDED IN VOLUME 458, PAGE 469, DEED RECORDS, SAN PATRICIO COUNTY, TEXAS ALSO BEING OUT OF A PORTION OF THE T.T. WILLIAMSON TRACT 288, IN SAN PATRICIO COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.



2-11-13
DATE:

MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR

Michael D. Stridde

C O R P U S C H R I S T I B A Y

EXHIBIT B



Vicinity Map

Printed: Oct 23, 2013

- city_streets
- state_hwy
- us_hwy
- - - rail_cade
- red_boundaries
- parcels
- abcbads
- lots
- blocks
- subdivisions
- food
- clubs
- airports
- parks
- city_boundaries



Corpus Christi ISD Map



ATTACHMENT 22

The ordinance of the City Council of the City of Corpus Christi establishing the reinvestment zone is attached.

Ordinance

Designating the "voest Alpine Reinvestment Zone" within the extra territorial jurisdiction of the City of Corpus Christi, Texas ("City") and within the City limits under the Property Redevelopment and Tax Abatement Act (Chapter 312 of the Texas Tax Code).

Whereas, the Texas Property Redevelopment and Tax Abatement Act (the "Act"), Texas Tax Code, Chapter 312, as amended, authorizes the City Council of the City of Corpus Christi to designate a zone within the City limits and/or within the City's extra territorial jurisdiction for property tax abatement under the Act; and

Whereas, it is the policy of the City to encourage the redevelopment of areas wherein the creation and retention of new jobs and investment will benefit the area economy, provide needed economic opportunities, strengthen the real estate market, and generate tax revenues to support local services; and

Whereas, voest Alpine Texas, LLC ("voest Alpine") has requested that the City designate as a reinvestment zone the site within the City's extra territorial jurisdiction and within the City limits on which voest Alpine plans to make an investment to construct improvements ("the voest Alpine site"), which site is more particularly described on Exhibit A attached hereto; and

Whereas, the voest Alpine site meets the criteria for a reinvestment zone as stated in Section 312.202 of the Act; and

Whereas, on Friday, May 3, 2013, notice of a public hearing on the designation of the voest Alpine Reinvestment Zone was published in a newspaper of general circulation in the City of Corpus Christi, and on Friday, May 3, 2013, notice was given by U.S. Mail, certified, postage prepaid, return receipt requested, to the presiding officer of the governing body of each taxing unit including property in the proposed Zone in accordance with the Act; and

Whereas, the City Council of the City of Corpus Christi conducted a public hearing on Tuesday, May 14, 2013, at which all interested persons were entitled to speak and present evidence for or against the designation of the Zone for temporary property tax abatement.

Now, therefore, be it resolved and ordained by the City Council of the City of Corpus Christi, Texas:

SECTION 1. Creation of Zone: The City of Corpus Christi finds and determines that the voest Alpine site within the City's extra territorial jurisdiction and within the City limits meets the criteria to be designated as a reinvestment zone stated in Section 312.202 of the Act and is reasonably likely, as a result of the designation, to contribute to the expansion of primary employment and will attract major investment in the Zone that would be a benefit to the property and would contribute to the economic development of the City, and that this area should be designated as the voest Alpine Reinvestment

Zone. The location and boundaries of the Zone are more particularly described on Exhibit A attached hereto and incorporated by reference herein.

That the foregoing ordinance was read for the first time and passed to its second reading on this the 30th day of April, 2013, by the following vote:

Nelda Martinez	<u>Aye</u>	Chad Magill	<u>Abstain</u>
Kelley Allen	<u>Aye</u>	Colleen McIntyre	<u>Aye</u>
Rudy Garza	<u>Aye</u>	Lillian Riojas	<u>Aye</u>
Priscilla Leal	<u>Absent</u>	Mark Scott	<u>Aye</u>
David Loeb	<u>Aye</u>		

That the foregoing ordinance was read for the second time and passed finally on this the 14th day of May, 2013, by the following vote:

Nelda Martinez	<u>Aye</u>	Chad Magill	<u>Abstain</u>
Kelley Allen	<u>Absent</u>	Colleen McIntyre	<u>Aye</u>
Rudy Garza	<u>Aye</u>	Lillian Riojas	<u>Aye</u>
Priscilla Leal	<u>Aye</u>	Mark Scott	<u>Aye</u>
David Loeb	<u>Aye</u>		

PASSED AND APPROVED, this the 14th day of May 2013.

ATTEST:

Armando Chapa
City Secretary

Nelda Martinez
Mayor

Exhibit A
Property Description
Voestalpine Reinvestment Zone

Metes and Bounds Legal Description of the 475.52-Acre Plant Site

FIELD NOTES to describe the boundary of a 475.52-acre tract of land out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 475.52-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for the southwest corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 49°45'13" West a distance of 161.84 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set for the **POINT OF BEGINNING**;

THENCE South 17°44'36" East, being 250 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 5,516.07 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 52°16'42" West, a distance of 186.27 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 17°44'44" East, being 425 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,454.17 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 05°00'40" East, a distance of 2,033.63 feet to a 5/8" iron rod with said red plastic cap set for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, a distance of 198.27 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 1,748.16 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 78°19'34" West, a distance of 2,910.34 feet to a 5/8" iron rod with said red plastic cap set for the southwest corner of the herein described tract;

THENCE North $01^{\circ}15'10''$ West, being approximately 470 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 967.53 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South $73^{\circ}03'57''$ West, a distance of 181.77 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North $01^{\circ}15'07''$ West, being approximately 295 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 3,882.65 feet to a 5/8" iron rod with said red plastic cap set for a corner, the P.C. of curve for an interior corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is $60^{\circ}42'34''$, whose Radius is 1,627.00 feet, and Arc Distance of 1,723.94 feet to a 5/8" iron rod with said red plastic cap set for a corner, the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North $09^{\circ}28'59''$ East, being 100 feet east and parallel to the west line of said 930.28-acre tract, a distance of 2,181.12 feet to a 5/8" iron rod with said red plastic cap set for the northwest corner of the herein described tract;

THENCE South $70^{\circ}28'50''$ East, being 140' south and parallel to the north line of said 930.28-acre tract, a distance of 2,016.12 feet to a 5/8" iron rod with said red plastic cap set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**,

CONTAINING within these metes and bounds 475.52 acres (20,713,669 square feet) of land, more or less.

East Dock Metes and Bounds

6.0620-Acre Tract "EAST DOCK SITE"

FIELD NOTES to describe an exhibit of a 6.0620-acre tract of submerged lands herein referred to as the "East Dock Site" being a portion of a called 930.28-acre tract known as Tract II and a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, both in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66 acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of a portion of the T.T. Williamson Survey, Abstract 288, in San Patricio County, Texas and the State of Texas Submerged Land Tracts, Tract I, in Nueces County, Texas, said 6.0620-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 86°23'30" East a distance of 2,042.49 feet to a 5/8" iron rod found for an exterior corner of a 475.52 acre tract of land recently surveyed and monumented in November 2012 within the limits of said 1089.34 acre tract for an exterior corner of the 6.0620-acre tract herein described for the **POINT OF BEGINNING**;

THENCE North 78°20'12" East, along the south line of said 475.52-acre tract, a distance of 198.27 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract;

THENCE South 11°39'48" East, a distance of 165.33 feet to a point for an interior corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 68.77 feet to a point for the northwest corner of a called 58.07-acre tract of submerged lands known as Tract I, Parcel 6 described in a deed to BPU Reynolds, Inc. as recorded in Document No. 2001000017, Deed Records, Nueces County, Texas for the northeast corner of the herein described tract;

THENCE South 07°00'40" East, along the west line of said 58.07-acre tract, a distance of 260.60 feet to a point for the southwest corner of said 58.07-acre tract, for a bend point in the P.O.C.C.A. North Bulkhead Line, and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1060.00 feet to a point for the southwest corner of the herein described tract; **THENCE** North 11°39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 797.71 feet to a point for an interior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 225.67 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.0620 acres (264,060 square feet) of land, more or less.

West Dock Metes and Bounds
4.7291-Acre Tract "WEST DOCK SITE"

FIELD NOTES to describe an exhibit of a 4.7291-acre tract of submerged lands herein referred to as the "West Dock Site" being a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in

Document No. 1998005467, Official Records, Nueces County, Texas and being out of the State of Texas Submerged Land Tracts, Tract 1, in Nueces County, Texas, said 4.7291 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 68°14'28" East a distance of 1,385.35 feet to a point for the northwest corner of a called 6.0620 acre tract referred to as the "East Dock Site", described by separate instrument, and for the northeast corner of the herein described tract for the POINT OF BEGINNING;

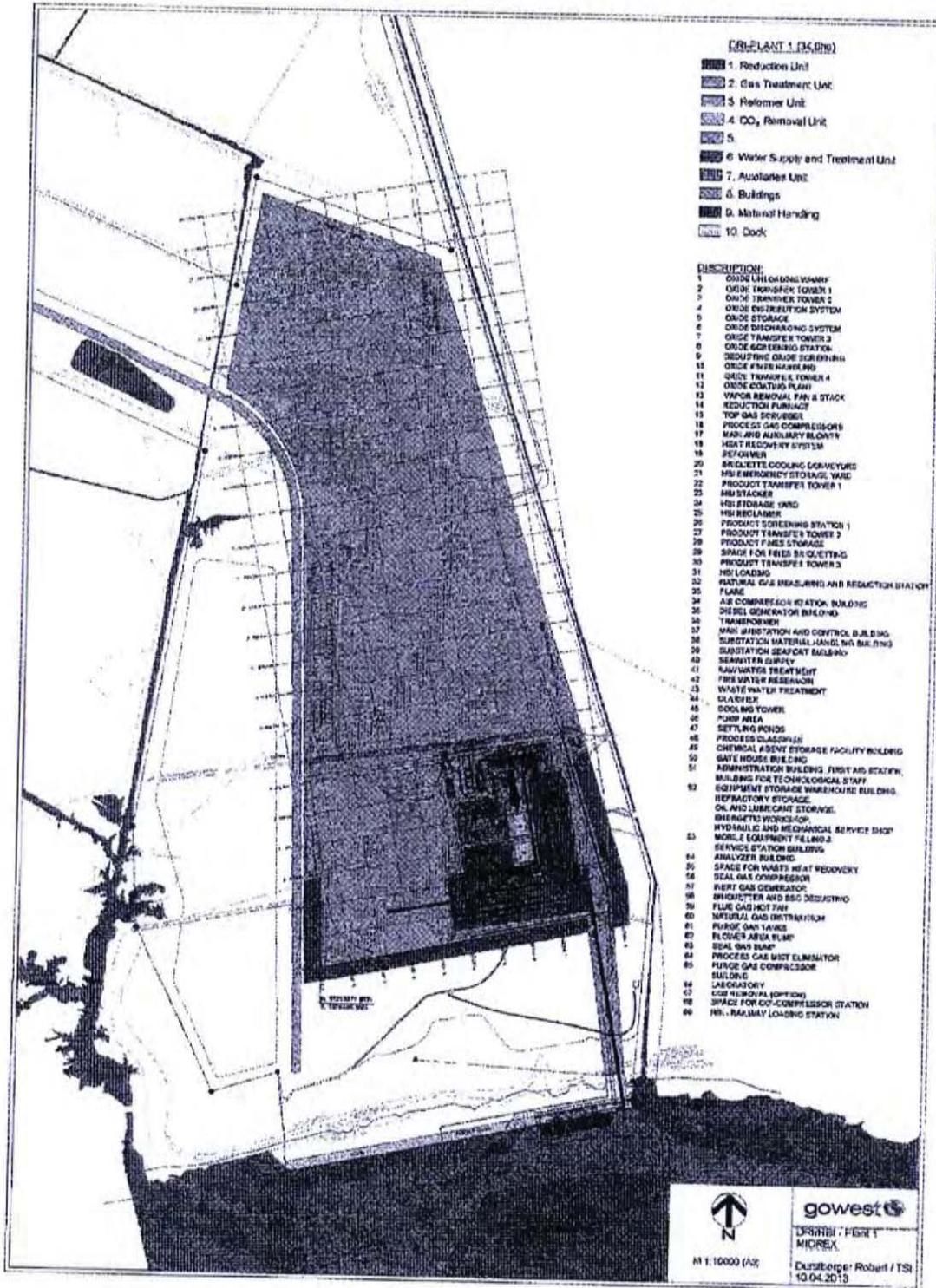
THENCE South 11 °39'48" East, along the common line of said 4.7291-acre tract and the 6.0620 acre tract, a distance of 200.00 feet to a point on the P.O.C.C.A. North Bulkhead Line for the southwest corner of said 6.0620-acre tract and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1030.00 feet to a point for the southwest corner of the herein described tract;

THENCE North 11 °39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20' 12" East, being 200 feet north and parallel to the north bulkhead line, a distance of 1030.00 feet to a point for the northwest corner of said 6.0620 acre tract and for the northeast corner of the herein described tract and the POINT OF BEGINNING, CONTAINING within

Map voestalpine Reinvestment Zone



ATTACHMENT 23

The legal description of the reinvestment zone is attached.

Exhibit A
Property Description
Voest Alpine Reinvestment Zone

Metes and Bounds Legal Description of the 475.52-Acre Plant Site

FIELD NOTES to describe the boundary of a 475.52-acre tract of land out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 475.52-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for the southwest corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 49°45'13" West a distance of 161.84 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set for the **POINT OF BEGINNING**;

THENCE South 17°44'36" East, being 250 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 5,516.07 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 52°16'42" West, a distance of 186.27 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 17°44'44" East, being 425 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,454.17 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 05°00'40" East, a distance of 2,033.63 feet to a 5/8" iron rod with said red plastic cap set for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, a distance of 198.27 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 1,748.16 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 78°19'34" West, a distance of 2,910.34 feet to a 5/8" iron rod with said red plastic cap set for the southwest corner of the herein described tract;

THENCE North $01^{\circ}15'10''$ West, being approximately 470 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 967.53 feet to a $5/8''$ iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South $73^{\circ}03'57''$ West, a distance of 181.77 feet to a $5/8''$ iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North $01^{\circ}15'07''$ West, being approximately 295 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 3,882.65 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.C. of curve for an interior corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is $60^{\circ}42'34''$, whose Radius is 1,627.00 feet, and Arc Distance of 1,723.94 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North $09^{\circ}28'59''$ East, being 100 feet east and parallel to the west line of said 930.28-acre tract, a distance of 2,181.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northwest corner of the herein described tract;

THENCE South $70^{\circ}28'50''$ East, being 140' south and parallel to the north line of said 930.28-acre tract, a distance of 2,016.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**,

CONTAINING within these metes and bounds 475.52 acres (20,713,669 square feet) of land, more or less.

East Dock Metes and Bounds

6.0620-Acre Tract "EAST DOCK SITE"

FIELD NOTES to describe an exhibit of a 6.0620-acre tract of submerged lands herein referred to as the "East Dock Site" being a portion of a called 930.28-acre tract known as Tract II and a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, both in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66 acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of a portion of the T.T. Williamson Survey, Abstract 288, in San Patricio County, Texas and the State of Texas Submerged Land Tracts, Tract I, in Nueces County, Texas, said 6.0620-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 86°23'30" East a distance of 2,042.49 feet to a 5/8" iron rod found for an exterior corner of a 475 .52 acre tract of land recently surveyed and monumented in November 2012 within the limits of said 1089.34 acre tract for an exterior corner of the 6.0620-acre tract herein described for the **POINT OF BEGINNING**;

THENCE North 78°20'12" East, along the south line of said 475.52-acre tract, a distance of 198.27 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract;

THENCE South 11°39'48" East, a distance of 165.33 feet to a point for an interior corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 68.77 feet to a point for the northwest corner of a called 58.07-acre tract of submerged lands known as Tract I, Parcel 6 described in a deed to BPU Reynolds, Inc. as recorded in Document No. 2001000017, Deed Records, Nueces County, Texas for the northeast corner of the herein described tract;

THENCE South 07°00'40" East, along the west line of said 58 .07-acre tract, a distance of 260.60 feet to a point for the southwest corner of said 58.07-acre tract, for a bend point in the P.O.C.C.A. North Bulkhead Line, and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1060.00 feet to a point for the southwest corner of the herein described tract; **THENCE** North 11°39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 797.71 feet to a point for an interior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 225.67 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.0620 acres (264,060 square feet) of land, more or less.

West Dock Metes and Bounds

4.7291-Acre Tract "WEST DOCK SITE"

FIELD NOTES to describe an exhibit of a 4.7291-acre tract of submerged lands herein referred to as the "West Dock Site" being a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in

Document No. 1998005467, Official Records, Nueces County, Texas and being out of the State of Texas Submerged Land Tracts, Tract 1, in Nueces County, Texas, said 4.7291 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 68°14'28" East a distance of 1,385.35 feet to a point for the northwest corner of a called 6.0620 acre tract referred to as the "East Dock Site", described by separate instrument, and for the northeast corner of the herein described tract for the POINT OF BEGINNING;

THENCE South 11 °39'48" East, along the common line of said 4.7291-acre tract and the 6.0620 acre tract, a distance of 200.00 feet to a point on the P.O.C.C.A. North Bulkhead Line for the southwest corner of said 6.0620-acre tract and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1030.00 feet to a point for the southwest corner of the herein described tract;

THENCE North 11 °39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20' 12" East, being 200 feet north and parallel to the north bulkhead line, a distance of 1030.00 feet to a point for the northwest corner of said 6.0620 acre tract and for the northeast corner of the herein described tract and the POINT OF BEGINNING, CONTAINING within

ATTACHMENT 24

Guidelines and criteria for the City of Corpus Christi are attached.

**CITY OF CORPUS CHRISTI
GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENT
December 6, 2011**

WHEREAS, the attraction of long-term Added Value and the establishment of new permanent full-time jobs in the area would enhance the economic base of area taxing entities;

WHEREAS, Corpus Christi must compete with other communities across the nation currently offering tax inducements to attract new plant and modernization projects, and studies have shown that a favorable local tax climate and start-up tax concessions rank second on the list of priorities for new plant installations or expansions;

WHEREAS, tax abatement is one of the principal means by which the public sector and the private sector can forge a partnership to promote real economic growth within a community;

WHEREAS, any tax incentives offered must be strictly limited in application to those new and existing industries that bring new wealth to the community in order to avoid reducing the needed tax revenues of area taxing entities;

WHEREAS, the Property Redevelopment and Tax Abatement Act ("Act"), Chapter 312 of the Texas Tax Code authorizes taxing units to provide property tax abatement for limited periods of time as an inducement for the development or redevelopment of a property;

WHEREAS, a Texas Enterprise Zone constitutes designation as a Reinvestment Zone without further hearing or other procedural requirements under Chapter 312, Texas Tax Code;

WHEREAS, the Act requires eligible taxing jurisdictions to establish Guidelines and Criteria ("Guidelines") as to eligibility for tax abatement agreements prior to granting any future tax abatement, the Guidelines may not be changed for a two-year period unless amended by a three-fourths vote;

WHEREAS, the City Council by Resolution 028424, on November 17, 2008, adopted the City of Corpus Christi Economic Development Policies, 2009-2011, which contain the City's Guidelines for tax abatement;

WHEREAS, there is a need to supplement those Guidelines with greater detail on the requirements for tax abatement agreements;

WHEREAS, in order to assure a common, coordinated effort to promote economic development in the area, these Guidelines have been circulated among Nueces County, Del Mar College, and other taxing entities for consideration as a common policy for all jurisdictions which choose to participate in tax abatement agreements; and

NOW, THEREFORE, BE IT RESOLVED by the City of Corpus Christi that these Guidelines for granting tax abatement be adopted:

Section 1. Definitions.

"Abatement" means the temporary, full or partial exemption from ad valorem taxes of certain added value to real and personal property in a zone designated for economic development purposes under the Act.

"Added Value" means the increase in the assessed value of an eligible property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility." It does not mean or include "deferred maintenance."

"Agreement" means a contractual agreement between an Owner and the City for the purposes of tax abatement.

"Base Year Value" means the assessed value of eligible property as of the January 1 preceding the execution of an Agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.

"Basic Manufacturing or Service Facility" means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services that derive a majority of revenue from points beyond a 50 mile radius of Nueces County.

"Catalyst Area" mean an area within a Texas Enterprise Zone, Downtown, Corpus Christi (North) Beach, Padre and Mustang Islands (other than areas within Tax Increment Reinvestment Zone Number Two, City of Corpus Christi), or other areas designed as catalyst areas by the City Council.

"City" means the City of Corpus Christi that levies ad valorem taxes upon and provides services to property located within a proposed or existing zone designated under the Act.

"Convention Center Hotel" means a hotel.

"Deferred Maintenance" means improvements necessary for continued operations that do not improve productivity or alter the process technology.

"Downtown Revitalization Housing Facility" means a Multi-family Housing Facility constructed or renovated in the area encompassed by the Downtown Management District; provided that a Multi-family Housing Facility, which is located near the boundaries of the Downtown Management District, may be considered if the Facility is determined by the City Council to assist in the revitalization of the downtown area and the Owner of the Facility enters into an agreement to contribute amounts to the Downtown Management District on the same basis as if it were part of the District for two times the life of the Agreement.

"Economic Life" means the number of years a property improvement is expected to be in service in a Facility.

"Enterprise Zone Residential Redevelopment Facility" means buildings and structures used or to be used primarily for residential purposes that is located within a Texas enterprise zone.

"Expansion" means the addition of buildings, structures, fixed machinery, or equipment for the purposes of increasing capacity.

"Facility" means property improvements completed or in the process of construction that together compromise an integral whole.

"Historic Structure" means any structure that has been designated by the Corpus Christi Landmark Commission as historically significant.

"Locally Owned" means a facility, manufacturer, supplier, contractor, and labor supplier whose owner resides in or maintains its principle office within a 50 mile radius of Nueces County.

"Mixed-use facility" means a facility having residential and commercial uses where the commercial use occupies more than 20% of the structure.

"Multi-family housing" means a facility designed, arranged, or used exclusively for the use and occupancy of three or more families living independently of each other. The dwelling structure may include a triplex, apartment, townhouse, condominium, cooperative, high-rise, etc.

"Modernization" means the replacement and upgrading of existing facilities that increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment.

"Modernization" does include work done for the purpose of reconditioning, refurbishing, repairing, or completion of deferred maintenance to a structure.

"New Facility" means a property previously undeveloped, which is placed into service by means other than or in conjunction with an expansion or modernization.

"Owner" means the owner of a Facility subject to abatement. If the Facility is constructed on a leased property, the Owner is the party that owns the property subject to tax abatement. The other party to the lease must join in the execution of Agreement, but may not be obligated to assure performance of the party receiving abatement.

"Permanent full-time job" means a new employment position or full-time equivalent created by a business that provides a regular work schedule of at

least 32 hours per week or 1,664 hours of employment per year to a Corpus Christi Metropolitan Statistical Area resident and maintains the employment position during the term of the Agreement.

"Petrochemical Facility" means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture or processing of petrochemicals or fuels by physical or chemical change.

"Regional Distribution Center Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond a 50 mile radius of the City.

"Regional Telecommunications/Data Processing Center Facility" means buildings and structures used or to be used primarily for the provision of telecommunication or data processing services by the Facility operator where a majority of the services are provided to points beyond a 50 mile radius of the City.

"Regional Visitor/Amusement Facility" means buildings and structures used or to be used primarily as a stadium, arena, amusement park, or similar attraction or sports venue.

"Rehabilitation" means that the Added Value, as defined, of the project exceeds the base year of a development property by \$250,000.

"Texas Enterprise Zone" means any area designated as an enterprise zone under Chapter 2303, Texas Government Code.

Section 2. Abatement Authorized.

(a) *Authorized Facilities.* A Facility may be eligible for abatement if it is one of the following:

- (1) Basic Manufacturing Facility.
- (2) Basic Service Facility.
- (3) Regional Distribution Center Facility.
- (4) Regional Telecommunications/Data Processing Center Facility.
- (5) Regional Visitor/Amusement Facility.
- (6) Enterprise Zone Facility.

- (7) Downtown Revitalization Housing Facility.
- (8) Petrochemical Facility.
- (9) Convention Center Hotel.
- (10) Historically Significant Structure.

(b) *Abatement for New Facilities or Improvements to Existing Facilities.* Abatement may be granted for new facilities and improvements to existing facilities for the purpose of modernization or expansion.

(c) *Creation of New Value.* Abatement may only be granted for the additional value of eligible property improvements made subject to and listed in an Agreement between the City and the Owner, subject to the limitations as the City requires. The economic life of the improvements must exceed the term of the Agreement.

(d) *Eligible Property.* Abatement may be extended to the value of the improvements to real property, including buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the Facility. Abatement may also be extended for tangible personal property as defined by the Texas Tax Code.

(e) *Ineligible Property.* The following types of property are fully taxable and ineligible for abatement, unless specifically authorized by the City Council:

- (1) Land.
- (2) Inventories.
- (3) Supplies.
- (4) Tools.
- (5) Furnishings and other forms of movable personal property.
- (6) Vehicles.
- (7) Vessels.
- (8) Aircraft.
- (9) Housing, other than an Enterprise Zone Residential Redevelopment Facility or Downtown Revitalization Housing Facility.
- (10) Hotel accommodations, other than a convention center hotel.
- (11) Deferred maintenance investments.

(12) Property to be rented or leased, except when the Owner is the lessee of the land, but is the Owner of the Facilities.

(13) Improvements for the generation or transmission of electrical energy not wholly consumed by a New Facility or expansion.

(14) Any improvements, including those to produce, store, or distribute natural gas, fluids, or gases that are not integral to the operation of the Facility.

(15) Improvements to real property that have an economic life of less than 15 years.

(16) Property owned or used by the State of Texas or its political subdivisions, or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

(f) Period of Abatement.

(1) Abatement may be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement. Abatement may be allowed for a period of up to ten years, including the period of construction. If the period of construction exceeds two years, the Facility is considered completed for purposes of abatement at the end of two years, and in no case may the total period of abatement, inclusive of the construction period, exceed ten years.

(2) Abatement for a Downtown Revitalization Housing Facility may be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement. Abatement may be allowed for a period of seven years, including the period of construction. If the period of construction exceeds two years, the Facility is considered completed for purposes of abatement at the end of two years, and in no case may the total period of abatement, inclusive of the construction period, exceed seven years.

(g) Completion of Construction. The completion of construction is deemed to occur upon the earliest of the following events:

(1) When a certificate of occupancy is issued for the project (if it is located within a city).

(2) When commercial production of a product or provision of a service is achieved at the Facility.

(3) When the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument.

(4) Two years after the date of the Agreement.

(h) *Determination of Completion of Construction.* The determination of the completion of construction is made by the City, in its sole and absolute discretion, based upon the above criteria and the other factors as the City deems relevant. The determination of the completion of construction is conclusive, and any judicial review of the determination must be governed by the substantial evidence rule.

(i) *Abatement Percentage.* Temporary property tax abatement may be authorized for the development of a New Facility, Expansion, or Modernization that meets either qualification criteria of capital investment or a qualification criteria based upon a combination of the number of new jobs created plus the average salary of all jobs at the facility.

(1) The capital investment qualification criteria is as follows:

Added Value from Capital Investment ¹	Abatement Level
\$2,000,000 to \$10,000,000	Level 1
\$10,000,001 to \$50,000,000	Level 2
\$50,000,001 to \$150,000,000	Level 3
\$150,000,001 to \$500,000,000	Level 4
Over \$500,000,000	Level 5

Note: ¹ The qualification for abatement by capital investment is based upon the added value of Eligible Property as reflected on the tax rolls of the applicable appraisal district.

(2) The combination of new jobs and salary criteria is as follows:

Number of New Jobs ¹	Average Salary Up to \$50,000	Average Salary \$50,001 to \$70,000	Average Salary Over \$70,000
20 to 99 New Jobs	Level 1	Level 2	Level 3
100 to 199 New Jobs	Level 2	Level 3	Level 4
200 or more New Jobs	Level 3	Level 4	Level 5

Note: ¹ Provided that, obtaining temporary tax abatement based solely on the creation of the new jobs must be further conditioned on the requirement for the improvement or repair of property in order to meet the minimum requirements of the Act.

(3) The level of any New Facility, Expansion, or Modernization that is located within a Catalyst Area or that is a Locally-Owned Facility is increased by one level above the standards set forth in Section 2(i)(1) and (2) above, with a minimum level of 3 for any the project. Further, if a Facility qualifies under both the capital investment qualification criteria and the new jobs and salary criteria, the Facility will be increased by one level above the highest criteria level achieved.

(4) A historically significant structure is a minimum of Tier 3.

(5) Any New Facility, Expansion, or Modernization that utilizes the Leadership in Energy and Environmental Design (LEED) Green Building Rating System may be increased at least one level above the qualifying level for abatement.

(6) Abatement for a small business facility providing Added Value of at least \$250,000 may be considered within a Catalyst Area or as a Locally-Owned Facility by the City Council on a case-by-case basis.

(7) Upon compliance with the above criteria, the percentage of tax abated may be under the following schedule, with 100% abatement in each case during the construction period of up to two years:

Year	Level 1	Level 2	Level 3	Level 4	Level 5
Year 1*	100%	100%	100%	100%	100%
Year 2*	100%	100%	100%	100%	100%
Year 3	100%	100%	100%	100%	100%
Year 4	75%	100%	100%	100%	100%
Year 5	50%	75%	100%	100%	100%
Year 6	25%	50%	75%	100%	100%
Year 7		25%	50%	75%	100%
Year 8			25%	50%	75%
Year 9				25%	50%
Year 10					25%

*Construction Period

(8) In the event the Added Value caused by the Project is less than \$2.0 million, no abatement may be granted unless the Facility is a Rehabilitation Project as described in Section 2(k) or historically significant as described in Section 2(l).

(9) In order to be counted as a permanent job under these Guidelines, the job must be a full-time position providing regular work schedules of at least 32 hours per week.

(10) For a Downtown Revitalization Housing Facility, the percentage of tax abated is under the following schedule:

Year	Percentage of Abatement
Year 1*	100%
Year 2*	100%
Year 3	100%
Year 4	100%
Year 5	100%

* Construction Period

(11) For compliance purposes, the date for determining a permanent full-time job will be six months from the date of completion. The business must maintain the same level of employment or increase employment during the term of the agreement.

(12) For an Enterprise Zone Facility, the jobs must be created within six months following the completion of construction. One new permanent full-time job must

be added per \$50,000 of Added Value to a property. The Owner must maintain the same level of employment or increase employment during the term of the Agreement. For example:

Company X is rehabilitating a building in a Texas Enterprise Zone for a commercial use. The current value of the building is \$250,000 and Company X estimates an added value of \$750,000. The job requirement will be to create and maintain a minimum of 15 permanent full-time positions during the term of the Agreement. ($\$750,000 / \$50,000 = 15$)

(13) For residential multi-family housing, the job creation requirement will be waived.

(14) For mixed-use facilities, the job requirement will be prorated. For example:

Company Y is constructing a mixed-use facility that is 30% non-residential and the Added Value is \$1,500,000. The job requirement will be to create and maintain a minimum of 9 permanent full-time jobs during the term of the Agreement. ($1,500,000 \times .30 = \$450,000 / \$50,000 = 9$)

(j) Living Wage Requirement. In order to count as a permanent full-time job under this tax abatement program, the job should provide a "living wage" for the employee. The target living wage under this abatement program is that annual amount equal or greater than poverty level for a family of three, established by the U.S. Department of Health and Human Services Poverty Guidelines, divided by 2,080 hours per year for that year. The City has the right to adjust the living wage target under these Guidelines and insert a specific target in each property Agreement to govern the abatement offered under that Agreement.

(k) Health Insurance. To qualify for this incentive, an employer shall certify that it has offered a health insurance program for its employees during the term of the Agreement

(l) Utilization of Local Contractors and Suppliers. Developer agrees to exercise reasonable efforts in utilizing local contractors and suppliers in the construction of the Project, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business, with a goal of 50% of the total dollar amount of all construction contracts and supply agreements for elements that are not owner-provided or owner affiliate-provided being paid to local contractors and suppliers. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50 mile radius of Nueces County. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the Local Requirement.

(m) Utilization of Disadvantaged Business Enterprises. Developer agrees to exercise reasonable efforts in utilizing contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises, in the construction of elements of the Project that are not owner-provided or owner affiliate-provided. In order to qualify as a business enterprise under this provision, the firm must be certified by the City, the Regional Transportation Authority or another governmental entity in the jurisdiction of the home office of

the business as complying with state or federal standards for qualification as such an enterprise. The Developer agrees to a goal of 30% of the total dollar amount of all construction contracts and supply agreements, for elements of the Project that are not owner-provided or owner affiliate-provided, being paid to disadvantaged business enterprises, with a priority made for disadvantaged business enterprises which are local. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the DBE Requirement. For the purposes of this section, the term "local" as used to describe contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises includes firms, businesses, and persons who reside in or maintain an office within a 50 mile radius of Nueces County.

(n) *Rehabilitation Projects.* The \$2 million minimum Added Value requirement for abatement does not apply to rehabilitation projects that involve the adaptive reuse of an existing structure or building for a Facility.

(1) In order to qualify as a rehabilitation project under this provision, the project must involve a minimum Added Value, as defined, of \$250,000. Any rehabilitation project must involve the adaptive reuse of an existing structure or building currently on the property tax rolls so that the Base Year Value associated with the project will include both the value of the land and the existing improvements.

(2) For the rehabilitation projects, all Eligible Property in excess of the Base Year Value are subject to abatement, plus the value of personal property, such as furniture and movable equipment that would otherwise be considered Ineligible Property for any other type of abatement category.

(3) In no event, however, may the total value of personal property subject to abatement exceed \$1 million or the total amount of all property subject to abatement in a rehabilitation project exceed \$5 million.

(o) *Historical Significant Structures.* The \$2 million minimum Added Value requirement for abatement does not apply to historical projects.

(1) In order to qualify as an historical significant project under this provision, the project must be designated as historically significant by the CC Landmark Commission.

(2) For the historical projects, all Eligible Property in excess of the Base Year Value are subject to abatement, plus the value of personal property, such as furniture and movable equipment that would otherwise be considered Ineligible Property for any other type of abatement category.

Properties in Industrial Districts. For eligible property to be constructed in an area which is covered by an executed industrial district agreement with the City, the method of calculating payments in lieu of property taxes for the eligible property is set forth in the

industrial district agreement. As an alternative to an industrial district agreement, an eligible property may be covered by an Agreement.

(p) *Economic Qualification for Non-Residential Development and Mixed-Use Facilities.*

(1) In order to be eligible for tax abatement, the planned improvement for a Non-Residential Development or Mixed-Use Facility may create no later than the January 1 following the completion of construction and maintain throughout the remainder of the term of the Agreement the minimum number of 50 permanent full-time jobs in City.

(2) The planned improvement for a Non-Residential Development or Mixed-Use Facility may not adversely affect competition in the local market with established local businesses.

(q) *Taxability.* From the execution of the Agreement to the end of the abatement period, taxes will be payable as follows:

(1) The value of Ineligible Property as provided in Section 2(e) are fully taxable (except for personal property added in connection with a Rehabilitation Project).

(2) The Base Year Value of existing Eligible Property as determined each year are fully taxable.

(3) The Added Value of new Eligible Property (and certain personal property added in connection with a Rehabilitation Project) is taxable, less the authorized abatement provided in Section 2(i).

Section 3. Application.

(a) *Written Application.* Any present or potential owner of taxable property may request tax abatement by filing a written application with the City Manager.

(b) *Contents of Application.* The application must consist of a completed application form provided by the City or Corpus Christi Regional Economic Development Corporation accompanied by the following:

(1) A general description of the new improvements to be undertaken.

(2) A descriptive list of the improvements for which abatement is requested.

(3) A list of the kind, number, and location of all proposed improvements of the property.

(4) A map and metes and bounds property description.

(5) A time schedule for undertaking and completing the proposed improvements.

(6) In the case of a modernization or expansion project, a statement of the assessed value of the Facility, separately stated for real and personal property, must be given for the tax year immediately preceding the application.

(c) *Additional Information.* The City may require additional financial and other information that the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

(d) *Written Notification to Other Governing Bodies.* Upon receipt of a completed application, the City Manager will forward a copy of the application to the presiding officer of the governing body of each jurisdiction that has taxing authority over the property covered by the application.

(e) *Feasibility.* After receipt of an application for abatement, the City will consider the feasibility and the impact of the proposed tax abatement. The study of feasibility includes, but not be limited to, an estimate of the economic effect of the abatement of taxes and the benefit to the City and the property to be covered by the abatement.

(f) *No Abatement if Construction has Commenced.* No Agreement may be approved if the application for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to the proposed Modernization, Expansion, or New Facility.

(g) *Variance.* Requests for variance from the provisions of Section 2 may be made in written form, provided, however, that no variance may extend the term of abatement beyond ten years. The requests must include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths vote of the City Council.

Section 4. Public Hearing and Approval.

(a) *Designation of Tax Abatement Reinvestment Zone.* An action designating a reinvestment zone for tax abatement under the Act may not be adopted by the City Council until a public hearing has been held at which interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing must be provided to the public in the manner required by the Act.

(b) *Tax Abatement Reinvestment Zone.* Under Chapter 312, Texas Tax Code, a designated Texas Enterprise Zone constitutes designation as a Reinvestment Zone without further hearing or other procedural requirements. Under Chapter 2302 of the Texas Government Code, a federally designated Renewal Community or Census Block Group with poverty greater than 20% constitutes designation as a Texas Enterprise Zone. Therefore, the Renewal Community is a Reinvestment Zone, without further hearing.

Section 5. Agreement.

(a) *Required Findings.* In order to enter into an agreement, the City must find that the terms of the proposed Agreement meets the requirements of the Act and these Guidelines.

(b) *Reservation of Rights.* Nothing in these Guidelines may be construed to limit the authority of the City to examine each application for tax abatement before it on a case-by-case basis and determine in the City's sole and absolute discretion whether or not the proposed project should be granted temporary tax abatement, whether or not it complies with these Guidelines, is feasible, and whether or not the proposed temporary abatement of taxes will inure to the long-term benefit of the City.

(c) *Contents of Tax Abatement Agreement.* The Agreement with the Owner of the Facility must include all of the following:

- (1) The estimated value to Facility subject to abatement and the Base Year Value.
- (2) The percentage of value to be abated each year as provided in Section 2.
- (3) The commencement date and termination date of abatement.
- (4) A provision that the term of the Agreement must extend until five (5) years after the expiration of the period of tax abatement.
- (5) The proposed use of the Facility, nature of construction, time schedule, map, metes and bounds property description, and improvements list as provided in the application.
- (6) The contractual obligations in the event of default, delinquent taxes, recapture, administration, and assignment as provided in these Guidelines, or other provisions that may be required for uniformity or by state law.
- (7) The amount of Added Value and required number of permanent full-time jobs.

(d) *Time of Execution.* The Agreement will normally be executed within 60 days after the applicant has provided all necessary information and documentation.

(e) *Attorney's Fees.* In the event any attorney's fees are incurred by the City in the preparation of an agreement, the fees must be paid by the applicant upon execution of the Agreement.

Section 6. Recapture.

(a) Failure to Commence Operation During Term of Agreement.

(1) In the event that the Facility is not completed and does not begin operation with the required minimum number of permanent full-time jobs by the January 1 following the completion of construction, no abatement may be given for that tax year, and the full amount of taxes assessed against the property is due and payable for that tax year.

(2) In the event that the Enterprise Zone Facility is not completed and does not begin operation with at least one permanent full-time job per \$50,000 of Added Value within six months following the completion of construction, no abatement may be given for that tax year, and the full amount of taxes assessed against the property are due and payable for that tax year. In the event that the Owner of such a Facility fails to begin operation with the required minimum number of permanent full-time jobs by the next January 1 or for an Enterprise Zone Facility, at least one permanent full-time job per \$50,000 within 1 year following the completion of construction, then the abatement agreement terminates and all abated taxes during the period of construction must be recaptured and paid within 60 days of the termination.

(b) Discontinuance of Operations During Term of Agreement. In the event the Facility is completed and begins operation with the required number of jobs, but subsequently discontinues operations and the required number of permanent full-time jobs are not maintained as required, for any reason, except on a temporary basis due to fire, explosion, other casualty or accident, or natural disaster, the Agreement may be terminated by the City providing abatement, and all taxes previously abated by virtue of the Agreement must be recaptured and paid within 60 days of the termination.

(c) Delinquent Taxes. In the event that the Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, the Agreement automatically terminates and there may be no abatement of the taxes for the tax year of the delinquency. The total taxes assessed without abatement, for that tax year must be paid within 60 days from the date of termination.

(d) Notice of Default. Should the City determine that the Owner is in default under the terms and conditions of its Agreement, the City will notify the Owner in writing at the address stated in the Agreement that if the default is not cured within 60 days from the date of the notice ("Cure Period"), then the Agreement will be terminated. In the event the Owner fails to cure the default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided in these Guidelines.

(e) Actual Capital Investment. Should the City determine that the total level of capital investment in eligible property is lower than provided in the Agreement, the difference

between the tax abated and the tax that should have been abated based upon the actual capital investment as determined must be paid to the City within 60 days of notification to the Owner of the determination.

(f) *Reduction in Rollback Tax Rate.*

(1) If during any year of the period of abatement with respect to any property any portion of the abated value that is added to the current total value of the Facility, but is not treated as "new property value" (as defined in Section 26.012(17) of the Texas Tax Code) for the purpose of establishing the "effective maintenance rate" in calculating the "rollback tax rate" under Section 26.04(c)(2), Texas Tax Code, and if the City's budget calculations indicate that a tax rate in excess of the "rollback tax rate" is required to fund the operations of the City for the succeeding year, then the City may recapture from the taxpayer a tax in an amount equal to the lesser of the following:

(A) The amount of the taxes abated for that year by the City with respect to the taxpayer.

(B) The amount obtained by subtracting the rollback tax rate computed without the abated property value being treated as new property value from the rollback tax rate computed with the abated property value being treated as new property value and multiplying the difference by the total assessed value of the City.

(2) If the City has granted an abatement of taxes to more than one taxpayer, then the amount of the recapture, calculated under Section 6(f)(1)(B) above, will be prorated on the basis of the amount of the abatement with respect to each taxpayer.

(3) All recaptured taxes must be paid within thirty (30) days after notice the recapture has been given to the affected taxpayer. Penalty and interest may not begin to accrue upon the sum until the first day of the month following the thirty (30) day notice, at which time penalty and interest accrues under the laws of the State of Texas.

(g) *Continuation of Tax Lien.* The amount of tax abated each year under the terms of these Guidelines and the Agreement must be secured by a first and prior tax lien that continues in existence from year to year throughout the entire term of the Agreement or until all taxes, whether assessed or recaptured, are paid in full.

(h) *Automatic Termination.* The Agreement must automatically terminate on and as of the date any of the following events occur:

(1) The filing of a petition in bankruptcy by the Owner.

(2) The making by the Owner of an assignment for the benefit of creditors.

(3) Any involuntary petition in bankruptcy or petition for an arrangement under the federal bankruptcy code is filed against the Owner.

(4) A receiver is appointed for the business of the Owner

(i) *Prior Notice of Automatic Termination Not Required.* In the event of automatic termination for any of the reasons in Section 6(h), the prior notice of default provisions in Section 6(d) do not apply.

Section 7. Administration.

(a) *Annual Assessment.* The applicable appraisal district shall annually determine an assessment of the real and personal property subject to an Agreement. Each year, the Owner shall furnish the Appraisal District with the information as may be necessary for the abatement. Once value has been established, the Appraisal District may notify the affected jurisdictions which levy taxes of the amount of the assessment and the abatement.

(b) *Access to Facility.* The Agreement must stipulate that employees or designated representatives of the City will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving 24 hours prior notice and will only be conducted in the manner as to not unreasonably interfere with the construction or operation of the Facility. All inspections will be made with one or more representatives of the Owner and under its safety standards.

(c) *Annual Evaluation.* Upon completion of construction, the City individually or in conjunction with other affected jurisdictions, will annually evaluate each Facility receiving abatement to ensure compliance with the Agreement and report possible violations of the Agreement.

(d) *Annual Reports.* The Owner shall certify to the City Council on or before April 1 each year that the Owner is in compliance with each applicable term of the agreement. Additionally, during the term of property tax abatement, the Owner shall provide to the City approving the abatement an annual report covering those items listed on Schedule 1 in order to document its efforts to acquire goods and services on a local basis. The annual report must be prepared on a calendar year basis and must be submitted to the City no later than ninety (90) days following the end of each the calendar year. The annual report must be accompanied by an audit letter prepared by an independent accounting firm which has reviewed the report.

(e) *"Buy Local" Provision.* Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors, and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any exception involving purchases over \$10,000.00, a justification for the purchase must be included in the annual report. Each recipient shall further acknowledge that it is a legal and moral obligation of persons receiving property tax abatements to favor local

manufacturers, suppliers, contractors, and labor, all other factors being equal. For the purposes of this provision, the term "local" as used to describe manufacturers, suppliers, contractors, and labor included firms, businesses, and persons who reside in or maintain an office in the Corpus Christi Metropolitan Statistical Area. In the event of a breach of the buy-local provision, the percentage of abatement will be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost for the project.

(f) *Right to Modify or Cancel.* Notwithstanding anything in these Guidelines or in any agreement to the contrary, the City Council may cancel or modify the agreement if the Owner fails to comply with the Agreement.

(g) *Transition Rule.* For any project which obtained an Agreement within the twelve months prior to adoption of these Guidelines, the project may, upon the agreement of the Owner and the City, obtain an amendment to its Agreement to incorporate the terms and conditions of these Guidelines.

SCHEDULE 1

"Buy Local" Annual Reports

The following information must be reported to the City on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials* (total).
3. Dollar amount spent for labor** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction project (local).
6. Number of jobs created in the construction project (total).
7. Number of jobs created on a permanent basis (local).
8. Number of jobs created on a permanent basis (total).

* "Materials" is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily-available locally.

** "Labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the project design.

The term "local" as used to describe manufacturers, suppliers, contractors and labor includes firms, businesses, and persons who reside in or maintain an office in either Nueces County or San Patricio County.

Attachment B

Certificate of Account Status



Franchise Tax Account Status

As of: 02/20/2014 11:44:51 AM

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

VOESTALPINE TEXAS LLC	
Texas Taxpayer Number	32050641839
Mailing Address	800 N SHORELINE BLVD STE 1600 CORPUS CHRISTI, TX 78401-3717
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	04/05/2013
Texas SOS File Number	0801762408
Registered Agent Name	CT CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Attachment C

State Comptroller's Recommendation

S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



February 18, 2014

Dr. D. Scott Elliff
Superintendent
Corpus Christi Independent School District
801 Leopard Street
Corpus Christi, Texas 78403-0110

Dear Superintendent Elliff:

On Dec. 10, 2013, the Comptroller received the completed application (Application # 361) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted in November 2013 to the Corpus Christi Independent School District (the school district) by voestalpine Texas, LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 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 make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category 1 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$66 million) is consistent with the proposed appraised value limitation sought (\$30 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a manufacturing facility in Nueces County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described in the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

correct, finds that the applicant is eligible for a limitation and determines that granting the application is in the best interest of the school district and this state. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria.

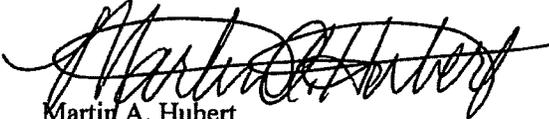
Note that any new building or other improvement existing as of the application review start date of Dec. 10, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 3) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 4) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at robert.wood@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Attachment D

Economic Analysis

Economic Impact for Chapter 313 Project

Applicant	voestalpine Texas, LLC
Tax Code, 313.024 Eligibility Category	Manufacturing
School District	Corpus Christi ISD
2011-2012 Enrollment in School District	39,142
County	Nueces
Total Investment in District	\$66,000,000
Qualified Investment	\$66,000,000
Limitation Amount	\$30,000,000
Number of total jobs committed to by applicant	10
Number of qualifying jobs committed to by applicant	8
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$1,011
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$1,011
Minimum Annual Wage committed to by applicant for qualified jobs	\$52,565
Investment per Qualifying Job	\$8,250,000
Estimated 15 year M&O levy without any limit or credit:	\$8,224,880
Estimated gross 15 year M&O tax benefit	\$2,584,010
Estimated 15 year M&O tax benefit (after deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$2,183,105
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$125,372
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$5,538,358
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	28.3%
Percentage of tax benefit due to the limitation	95.1%
Percentage of tax benefit due to the credit.	4.9%

This presents the Comptroller's economic impact evaluation of voestalpine Texas, LLC (the project) applying to Corpus Christi Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
 - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
 - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

Wages, salaries and benefits [313.026(6-8)]

After construction, the project will create ten new jobs when fully operational. Eight jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Coastal Bend Council of Governments Region, where Nueces County is located was \$47,786 in 2012. The annual average manufacturing wage for 2012-2013 for Nueces County is \$69,615. During that same period, the county annual average wage for all industries was \$43,277. In addition to an annual average salary of \$52,565 each qualifying position will receive benefits such as medical coverage, dental plan, paid holidays and vacation and 401(k) retirement savings plan. The project's total investment is \$66 million, resulting in a relative level of investment per qualifying job of \$8.3 million.

Ability of applicant to locate to another state and [313.026(9)]

According to voestalpine Texas, LLC's application, "The voestalpine Group is a steelmaking, processing, and technology group that operates worldwide and manufactures, processes, and develops high-quality steel products. With 500 production and sales companies in more than 50 countries on five continents, the Group has been listed on the Vienna Stock Exchange since 1995." The application also states "The voestalpine Group has the ability to locate investments in many locations around the world."

Number of new facilities in region [313.026(12)]

During the past two years, 17 projects in the Coastal Bend Council of Governments Region applied for value limitation agreements under Tax Code, Chapter 313.

Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the voestalpine Texas, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]

Table 1 depicts voestalpine Texas, LLC'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 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in voestalpine Texas, LLC

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2014	25	31	56	\$1,850,000	\$2,150,000	\$4,000,000
2015	25	34	59	\$1,850,000	\$2,150,000	\$4,000,000
2016	10	22	32	\$525,650	\$1,474,350	\$2,000,000
2017	10	19	29	\$525,650	\$1,474,350	\$2,000,000
2018	10	21	31	\$525,650	\$1,474,350	\$2,000,000
2019	10	21	31	\$525,650	\$1,474,350	\$2,000,000
2020	10	19	29	\$525,650	\$2,474,350	\$3,000,000
2021	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2022	10	19	29	\$525,650	\$2,474,350	\$3,000,000
2023	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2024	10	21	31	\$525,650	\$2,474,350	\$3,000,000
2025	10	25	35	\$525,650	\$2,474,350	\$3,000,000
2026	10	21	31	\$525,650	\$2,474,350	\$3,000,000
2027	10	23	33	\$525,650	\$2,474,350	\$3,000,000
2028	10	21	31	\$525,650	\$3,474,350	\$4,000,000
2029	10	21	31	\$525,650	\$2,474,350	\$3,000,000

Source: CPA, REMI, voestalpine Texas, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.7 billion in 2012-2013. Corpus Christi ISD's ad valorem tax base in 2012-2013 was \$11.1 billion. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Corpus Christi ISD's estimated wealth per WADA was \$237,704. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Corpus Christi, Nueces County, Del Mar Junior College district and the Nueces County Hospital district with all property tax incentives sought being granted using estimated market value from voestalpine Texas, LLC's application. voestalpine Texas, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the city. Table 3 illustrates the estimated tax impact of the voestalpine Texas, LLC project on the region if all taxes are assessed.

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table 5" in this attachment shows the estimated 15 year M&O tax levy without the value limitation agreement would be \$ \$8,224,880. The estimated gross 15 year M&O tax benefit, or levy loss, is \$ \$2,183,105.

Attachment 3 is an economic overview of Nueces County.

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.



1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael Williams
Commissioner

February 3, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed voestalpine Texas LLC on the number and size of school facilities in Corpus Christi Independent School District (CCISD). Based on the analysis prepared by Moak, Casey and Associates for the school district and a conversation with the CCISD superintendent, Scott Elliff, the TEA has found that the operations of voestalpine Texas LLC would not have a significant impact on the number or size of school facilities in CCISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Al McKenzie", is written above the typed name.

Al McKenzie, Manager
Foundation School Program Support

AM/rk



1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • www.tea.state.tx.us

Michael Williams
Commissioner

February 3, 2014

Mr. Robert Wood
Director, Economic Development and Analysis
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed voestalpine Texas LLC for the Corpus Christi Independent School District (CCISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Moak, Casey and Associates and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the voestalpine Texas LLC on CCISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you need further information about this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Al McKenzie", with a long horizontal flourish extending to the right.

Al McKenzie, Manager
Foundation School Program Support

AM/rk

Nueces County

Population

- Total county population in 2010 for Nueces County: 323,196 , up 0.3 percent from 2009. State population increased 1.8 percent in the same time period.
- Nueces County was the state's 14th largest county in population in 2010 and the 174th fastest growing county from 2009 to 2010.
- Nueces County's population in 2009 was 33.8 percent Anglo (below the state average of 46.7 percent), 3.7 percent African-American (below the state average of 11.3 percent) and 60.0 percent Hispanic (above the state average of 36.9 percent).
- 2009 population of the largest cities and places in Nueces County:

Corpus Christi:	287,439	Robstown:	12,169
Port Aransas:	3,905	Bishop:	3,127
Driscoll:	805	Agua Dulce:	715
Petronila:	79		

Economy and Income

Employment

- September 2011 total employment in Nueces County: 159,610 , up 2.7 percent from September 2010. State total employment increased 0.9 percent during the same period.
(October 2011 employment data will be available November 18, 2011).

- September 2011 Nueces County unemployment rate: 7.8 percent, up from 7.6 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

Corpus Christi: 7.6 percent, up from 7.3 percent in September 2010.

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

Income

- Nueces County's ranking in per capita personal income in 2009: 58th with an average per capita income of \$37,162, down 2.4 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

Industry

- Agricultural cash values in Nueces County averaged \$80.34 million annually from 2007 to 2010. County total agricultural values in 2010 were up 755.7 percent from 2009. Major agriculture related commodities in Nueces County during 2010 included:
 - Cotton
 - Sesame
 - Nursery
 - Other Beef
 - Sorghum
- 2011 oil and gas production in Nueces County: 320,277.0 barrels of oil and 19.1 million Mcf of gas. In September 2011, there were 189 producing oil wells and 718 producing gas wells.

Taxes

Sales Tax - Taxable Sales

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).

Quarterly (September 2010 through December 2010)

- Taxable sales in Nueces County during the fourth quarter 2010: \$1.04 billion, up 15.0 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Corpus Christi:	\$938.09 million, up 10.8 percent from the same quarter in 2009.
Robstown:	\$57.65 million, up 113.2 percent from the same quarter in 2009.
Port Aransas:	\$11.99 million, up 11.1 percent from the same quarter in 2009.
Bishop:	\$1.44 million, down 2.2 percent from the same quarter in 2009.
Driscoll:	\$420,248.00, up 11.6 percent from the same quarter in 2009.
Agua Dulce:	\$296,518.00, down 2.7 percent from the same quarter in 2009.
Petronila:	\$72,807.00, up 184.8 percent from the same quarter in 2009.

Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)

- Taxable sales in Nueces County through the fourth quarter of 2010: \$3.83 billion, up 9.8 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Corpus Christi:	\$3.46 billion, up 7.2 percent from the same period in 2009.
Robstown:	\$200.33 million, up 69.6 percent from the same period in 2009.
Port Aransas:	\$70.69 million, down 1.1 percent from the same period in 2009.
Bishop:	\$5.79 million, up 1.1 percent from the same period in 2009.

Driscoll:	\$1.56 million, down 0.2 percent from the same period in 2009.
Agua Dulce:	\$1.13 million, up 5.6 percent from the same period in 2009.
Petronila:	\$211,186.00, up 54.0 percent from the same period in 2009.

Annual (2010)

- Taxable sales in Nueces County during 2010: \$3.83 billion, up 9.8 percent from 2009.
- Nueces County sent an estimated \$239.49 million (or 1.40 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

Corpus Christi:	\$3.46 billion, up 7.2 percent from 2009.
Robstown:	\$200.33 million, up 69.6 percent from 2009.
Port Aransas:	\$70.69 million, down 1.1 percent from 2009.
Bishop:	\$5.79 million, up 1.1 percent from 2009.
Driscoll:	\$1.56 million, down 0.2 percent from 2009.
Agua Dulce:	\$1.13 million, up 5.6 percent from 2009.
Petronila:	\$211,186.00, up 54.0 percent from 2009.

Sales Tax – Local Sales Tax Allocations

(The release date for sales tax allocations to cities for the sales activity month of November 2011 is currently scheduled for December 7, 2011.)

Monthly

- Statewide payments based on the sales activity month of September 2011: \$580.11 million, up 7.1 percent from September 2010.
- Payments to all cities in Nueces County based on the sales activity month of September 2011: \$6.66 million, up 13.9 percent from September 2010.
- Payment based on the sales activity month of September 2011 to the city of:

Corpus Christi:	\$6.20 million, up 13.9 percent from September 2010.
Robstown:	\$316,435.19, up 16.2 percent from September 2010.
Port Aransas:	\$130,589.32, up 12.2 percent from September 2010.
Bishop:	\$12,555.91, down 31.2 percent from September 2010.
Driscoll:	\$4,645.55, up 35.6 percent from September 2010.
Agua Dulce:	\$2,670.40, up 2.6 percent from September 2010.
Petronila:	\$328.23, down 58.0 percent from September 2010.

Fiscal Year

- Statewide payments based on sales activity months from September 2011 through September 2011: \$580.11 million, up 7.1 percent from the same period in 2011.
- Payments to all cities in Nueces County based on sales activity months from September 2011 through September 2011: \$6.66 million, up 13.9 percent from fiscal 2011.
- Payments based on sales activity months from September 2011 through September 2011 to the city of:

Corpus Christi:	\$6.20 million, up 13.9 percent from fiscal 2011.
Robstown:	\$316,435.19, up 16.2 percent from fiscal 2011.
Port Aransas:	\$130,589.32, up 12.2 percent from fiscal 2011.
Bishop:	\$12,555.91, down 31.2 percent from fiscal 2011.
Driscoll:	\$4,645.55, up 35.6 percent from fiscal 2011.
Agua Dulce:	\$2,670.40, up 2.6 percent from fiscal 2011.
Petronila:	\$328.23, down 58.0 percent from fiscal 2011.

January 2011 through September 2011 (Sales Activity Year-To-Date)

- Statewide payments based on sales activity months through September 2011: \$4.57 billion, up 8.1 percent from the same period in 2010.
- Payments to all cities in Nueces County based on sales activity months through September 2011: \$51.54 million, up 13.9 percent from the same period in 2010.
- Payments based on sales activity months through September 2011 to the city of:

Corpus Christi:	\$47.58 million, up 13.8 percent from the same period in 2010.
Robstown:	\$2.52 million, up 13.8 percent from the same period in 2010.
Port Aransas:	\$1.25 million, up 19.5 percent from the same period in 2010.
Bishop:	\$131,329.46, down 3.3 percent from the same period in 2010.
Driscoll:	\$37,056.34, up 25.5 percent from the same period in 2010.
Agua Dulce:	\$20,493.23, up 4.5 percent from the same period in 2010.
Petronila:	\$2,393.00, down 42.9 percent from the same period in 2010.

12 months ending in September 2011

- Statewide payments based on sales activity in the 12 months ending in September 2011: \$6.11 billion, up 7.9 percent from the previous 12-month period.
- Payments to all cities in Nueces County based on sales activity in the 12 months ending in September 2011: \$68.18 million, up 13.4 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in September 2011 to the city of:

Corpus Christi:	\$62.98 million, up 12.6 percent from the previous 12-month period.
Robstown:	\$3.45 million, up 28.8 percent from the previous 12-month period.
Port Aransas:	\$1.49 million, up 18.3 percent from the previous 12-month period.
Bishop:	\$175,706.25, up 0.4 percent from the previous 12-month period.
Driscoll:	\$47,793.87, up 23.2 percent from the previous 12-month period.
Agua Dulce:	\$27,631.78, up 10.1 percent from the previous 12-month period.
Petronilla:	\$4,034.64, down 24.0 percent from the previous 12-month period.

■ **City Calendar Year-To-Date (RJ 2011)**

- Payment to the cities from January 2011 through November 2011:

Corpus Christi:	\$58.70 million, up 13.5 percent from the same period in 2010.
Robstown:	\$3.14 million, up 23.0 percent from the same period in 2010.
Port Aransas:	\$1.40 million, up 16.8 percent from the same period in 2010.
Bishop:	\$164,196.17, up 1.1 percent from the same period in 2010.
Driscoll:	\$44,217.98, up 22.7 percent from the same period in 2010.
Agua Dulce:	\$25,308.06, up 8.4 percent from the same period in 2010.
Petronilla:	\$3,346.07, down 30.0 percent from the same period in 2010.

Annual (2010)

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Nueces County based on sales activity months in 2010: \$61.89 million, up 4.6 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:

Corpus Christi:	\$57.20 million, up 2.9 percent from 2009.
Robstown:	\$3.15 million, up 60.8 percent from 2009.
Port Aransas:	\$1.28 million, down 3.6 percent from 2009.
Bishop:	\$180,187.04, up 2.9 percent from 2009.
Driscoll:	\$40,265.82, up 1.3 percent from 2009.
Agua Dulce:	\$26,741.96, up 10.2 percent from 2009.
Petronilla:	\$5,834.13, up 11.9 percent from 2009.

Property Tax

- As of January 2009, property values in Nueces County: \$23.73 billion, up 3.6 percent from January 2008 values. The property tax base per person in Nueces County is \$73,450, below the statewide average of \$85,809. About 2.3 percent of the property tax base is derived from oil, gas and minerals.

State Expenditures

- Nueces County's ranking in state expenditures by county in fiscal year 2010: 11th. State expenditures in the county for FY2010: \$1.67 billion, up 0.2 percent from FY2009.
- In Nueces County, 36 state agencies provide a total of 5,862 jobs and \$44.13 million in annualized wages (as of 1st quarter 2011).
- Major state agencies in the county (as of first quarter 2011):

- Texas A & M University
- Department of Aging and Disability Services (Corpus Christi State School)
- Department of Family and Protective Services
- Department of Transportation

Higher Education

- Community colleges in Nueces County preliminary fall 2011 enrollment:
 - Del Mar College, a Public Community College, had 11,994 students.
- Nueces County is in the service area of the following:

- Del Mar College with a preliminary fall 2011 enrollment of 11,994 . Counties in the service area include:
 - Aransas County
 - Kenedy County
 - Kleberg County
 - Nueces County
 - San Patricio County
- Institutions of higher education in Nueces County preliminary fall 2011 enrollment:
 - Texas A&M University-Corpus Christi, a Public University (part of Texas A&M University System), had 10,192 students.

School Districts

- Nueces County had 12 school districts with 108 schools and 59,713 students in the 2009-10 school year.
(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)
 - Agua Dulce ISD had 341 students in the 2009-10 school year. The average teacher salary was \$41,075. The percentage of students meeting the 2010 TAKS passing standard for all tests was 61 percent.
 - Banquete ISD had 831 students in the 2009-10 school year. The average teacher salary was \$45,570. The percentage of students meeting the 2010 TAKS passing standard for all tests was 77 percent.
 - Bishop CISD had 1,224 students in the 2009-10 school year. The average teacher salary was \$44,028. The percentage of students meeting the 2010 TAKS passing standard for all tests was 81 percent.
 - Calallen ISD had 3,797 students in the 2009-10 school year. The average teacher salary was \$47,321. The percentage of students meeting the 2010 TAKS passing standard for all tests was 86 percent.
 - Corpus Christi ISD had 38,041 students in the 2009-10 school year. The average teacher salary was \$50,380. The percentage of students meeting the 2010 TAKS passing standard for all tests was 71 percent.
 - Driscoll ISD had 263 students in the 2009-10 school year. The average teacher salary was \$41,729. The percentage of students meeting the 2010 TAKS passing standard for all tests was 89 percent.
 - Flour Bluff ISD had 5,440 students in the 2009-10 school year. The average teacher salary was \$46,636. The percentage of students meeting the 2010 TAKS passing standard for all tests was 80 percent.
 - London ISD had 352 students in the 2009-10 school year. The average teacher salary was \$46,308. The percentage of students meeting the 2010 TAKS passing standard for all tests was 93 percent.
 - Port Aransas ISD had 548 students in the 2009-10 school year. The average teacher salary was \$47,343. The percentage of students meeting the 2010 TAKS passing standard for all tests was 84 percent.
 - Robstown ISD had 3,385 students in the 2009-10 school year. The average teacher salary was \$43,354. The percentage of students meeting the 2010 TAKS passing standard for all tests was 55 percent.
 - Tuloso-Midway ISD had 3,408 students in the 2009-10 school year. The average teacher salary was \$45,404. The percentage of students meeting the 2010 TAKS passing standard for all tests was 80 percent.
 - West Oso ISD had 2,083 students in the 2009-10 school year. The average teacher salary was \$45,631. The percentage of students meeting the 2010 TAKS passing standard for all tests was 63 percent.

Attachment E

Summary of Financial Impact

**SUMMARY OF FINANCIAL IMPACT OF THE PROPOSED
VOESTALPINE TEXAS, LLC PROJECT ON THE FINANCES OF THE
CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT UNDER A
REQUESTED CHAPTER 313 PROPERTY VALUE LIMITATION**

December 9, 2013

Final Report

PREPARED BY



Estimated Impact of the Proposed voestalpine Texas, LLC Project on the Finances of the Corpus Christi Independent School District under a Requested Chapter 313 Property Value Limitation

Introduction

voestalpine Texas, LLC (voestalpine) has requested that the Corpus Christi Independent School District (CCISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to CCISD on November 11, 2013, voestalpine proposes to invest \$66 million to construct a new manufacturing project in CCISD.

The voestalpine project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, CCISD may offer a minimum value limitation of \$30 million. The provisions of Chapter 313 call for the project to be fully taxable in the 2015-16 and 2016-17 school years, unless the District and the Company agree to an extension of the start of the two-year qualifying time period. For the purpose of this analysis, it is assumed that the qualifying time period will be the 2015-16 and 2016-17 school years. Beginning with the 2017-18 school year, the project would go on the local tax roll at \$30 million and remain at that level of taxable value for eight years for maintenance and operations (M&O) taxes.

The full taxable value of the project could be assessed for debt service taxes on voter-approved bond issues throughout the limitation period, with CCISD currently levying a \$0.1773 per \$100 I&S tax rate. The peak taxable value of the investment is expected to reach \$64 million in the 2017-18 school year, which should provide the most significant boost in I&S tax benefits to be received over the course of the project.

In the case of the voestalpine project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. CCISD would experience a revenue loss as a result of the implementation of the value limitation in the 2017-18 school year (-\$400,905) under current law, with no out-year revenue losses expected.

Under the assumptions outlined below, the potential tax benefits under a Chapter 313 agreement could reach an estimated \$2.2 million over the course of the agreement. This amount is net of any anticipated revenue losses for the District.

School Finance Mechanics

Under the current school finance system, the property values established by the Comptroller's Office that are used to calculate state aid and recapture lag by one year, a practical consequence of the fact that the Comptroller's Office needs this time to conduct its property value study and the audits of appraisal district operations in alternating years. A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 3-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter). The school funding formulas use the Comptroller's property values that reflect a reduction due to the property value limitation in years 4-11 as a result of the one-year lag in property values.

The third year is often problematical financially for a school district that approves a Chapter 313 value limitation. The implementation of the value limitation often results in a revenue loss to the school district in the third year of the agreement that would not be reimbursed by the state, but require some type of compensation from the applicant under the revenue protection provisions of the agreement. In years 4-10, smaller revenue losses would be anticipated when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study.

Under the HB 1 system adopted in 2006, most school districts received Additional State Aid for Tax Reduction (ASATR) that was used to maintain their target revenue amounts established at the revenue levels under old law for the 2005-06 or 2006-07 school years, whichever was highest. In terms of new Chapter 313 property value limitation agreements, adjustments to ASATR funding often moderated the impact of the reduced M&O collections as a result of the limitation, in contrast with the earlier formula-driven finance system.

House Bill 3646 as enacted in 2009 created more "formula" school districts that were less dependent on ASATR state aid than had been the case previously. The formula reductions enacted during the First Called Session in 2011 made \$4 billion in reductions to the existing school funding formulas for the 2011-12 and 2012-13 school years. For the 2011-12 school year, across-the-board reductions were made that reduced each district's WADA count and resulted in an estimated 781 school districts still receiving ASATR to maintain their target revenue funding levels, while an estimated 243 districts operated directly on the state formulas. For the 2012-13 school year, the changes called for smaller across-the-board reductions and funding ASATR-receiving target revenue districts at 92.35 percent of the level provided for under the existing funding formula, with 689 districts operating on formula and 335 districts still receiving ASATR funding.

Senate Bill 1 and House Bill 1025 as passed by the 83rd Legislature made significant increases to the basic allotment and other formula changes by appropriation. The ASATR reduction percentage is increased slightly to 92.63 percent, while the basic allotment is increased by \$325 and \$365, respectively, for the 2013-14 and 2014-15 school years. A slight increase in the guaranteed yield for the 6 cents above compressed—known as the Austin yield—is also included. With the basic allotment increase, it is estimated that approximately 300 school districts will still receive ASATR in the 2013-14 school year and 273 districts would do so in the 2014-15 school year. Current state policy calls for ASATR funding to be eliminated by the 2017-18 school year.

CCISD is classified as a formula district under the estimates presented below. This indicates that the District is not expected to receive ASATR funds and that its finances are more susceptible to

changes in property values and M&O tax collections, like those associated with the implementation of the value limitation agreement.

One concern in projecting into the future is that the underlying state statutes in the Education Code were not changed in order to provide these funding increases. All of the major formula changes were made by appropriation, which gives them only a two-year lifespan unless renewed in the 2015 legislative session. Despite this uncertainty, it is assumed that these changes will remain in effect for the forecast period for the purpose of these estimates, assuming a continued legislative commitment to these funding levels in future years.

A key element in any analysis of the school finance implications is the provision for revenue protection in the agreement between the school district and the applicant. In the case of the voestalpine project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue protection language in the agreement.

Underlying Assumptions

There are several approaches that can be used to analyze the future revenue stream of a school district under a value limitation. Whatever method is used, a reasonable analysis requires the use of a multi-year forecasting model that covers the years in which the agreement is in effect. The Chapter 313 application now requires 15 years of data and analysis on the project being considered for a property value limitation.

The general approach used here is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. The SB 1 basic allotment increases are reflected in the underlying models. The projected taxable values of the voestalpine Texas, LLC project are factored into the base model used here in order to simulate the financial effects of constructing the project in the absence of a value limitation agreement. The impact of the limitation value for the proposed voestalpine project is isolated separately and the focus of this analysis.

Student enrollment counts are held constant at 36,257 students in average daily attendance (ADA) in analyzing the effects of the voestalpine project on the finances of CCISD. The District's local tax base reached \$11.6 billion for the 2012 tax year and is maintained at that level for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.06005 per \$100 is used throughout this analysis. CCISD has estimated state property wealth per weighted ADA or WADA of approximately \$235,384 for the 2012-13 school year. The enrollment and property value assumptions for the 15 years that are the subject of this analysis are summarized in Table 1.

School Finance Impact

School finance models were prepared for CCISD under the assumptions outlined above through the 2029-30 school year. Beyond the 2014-15 school year, no attempt was made to forecast the 88th percentile or Austin yield that influence future state funding beyond the projected level for that school year. In the analyses for other districts and applicants on earlier projects, these changes appeared to have little impact on the revenue associated with the implementation of the

property value limitation, since the baseline and other models incorporate the same underlying assumptions.

Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue” by adding the value of the proposed voestalpine facility to the model, but without assuming that a value limitation is approved. The results of the model are shown in Table 2.

A second model is developed which adds the voestalpine value but imposes the proposed property value limitation effective in the third year, which in this case is the 2017-18 school year. The results of this model are identified as “Value Limitation Revenue Model” under the revenue protection provisions of the proposed agreement (see Table 3). A summary of the differences between these models is shown in Table 4.

Under these assumptions, CCISD would experience a revenue loss as a result of the implementation of the value limitation in the 2017-18 school year (-\$400,905). The revenue reduction results from the mechanics of the state property value study used in the calculation of state aid, which lags by one year.

The formula loss of \$400,905 cited above between the base and the limitation models is based on an assumption that voestalpine would receive \$364,127 in M&O tax savings when the \$30 million limitation is implemented in the 2017-18 school year. Under the estimates presented here and as highlighted in Table 4, there are no offsetting state funds or other adjustments that offset this reduction in that year. In addition, lower tax effort reduces Tier II state aid by \$36,966 in that year.

By the 2018-19 school year, state aid increases offset the reduction in M&O taxes as a result of the value limitation. Under current law, this pattern holds for the remaining limitation years.

The Comptroller’s state property value study influences these calculations, as noted previously. At the school-district level, a taxpayer benefiting from a property value limitation has two property values assigned by the local appraisal district for their property covered by the limitation: (1) a reduced value for M&O taxes, and (2) the full taxable value for I&S taxes. This situation exists for the eight years that the value limitation is in effect. Two state property value determinations are also made for school districts granting Chapter 313 agreements, consistent with local practice. A consolidated single state property value had been provided previously.

Impact on the Taxpayer

Table 5 summarizes the impact of the proposed property value limitation in terms of the potential tax savings under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, the property is fully taxable in the first two years under the agreement. A \$1.06005 per \$100 of taxable value M&O rate is assumed in 2013-14 and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$2.5 million over the life of the agreement. In addition, voestalpine would be eligible for a tax credit for M&O taxes paid on value in excess of the value limitation in each of the first two qualifying years. The credit amount is paid out slowly through years 4-10 due to statutory limits on the scale of these payments over these seven years, with catch-up payments permitted in years 11-13. The tax credits are expected to total approximately \$0.1 million over the life of the agreement, with no

unpaid tax credits anticipated. The school district is to be reimbursed by the Texas Education Agency for the cost of these credits.

The key CCISD revenue losses are expected to total approximately -\$400,905 in the initial limitation year under the agreement. In total, the potential net tax benefits (inclusive of tax credits but after hold-harmless payments are made) are estimated to total \$2.2 million over the life of the agreement.

Facilities Funding Impact

The voestalpine project remains fully taxable for debt services taxes, with CCISD currently levying a \$0.1773 per \$100 I&S rate. To the extent that the voestalpine project provides additional I&S tax benefits for CCISD, these would be chiefly in the 2017-18 tax year, when the project reaches its peak taxable value.

The voestalpine project is not expected to affect CCISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Conclusion

The proposed voestalpine manufacturing project enhances the tax base of CCISD. It reflects continued capital investment in keeping with the goals of Chapter 313 of the Tax Code.

Under the assumptions outlined above, the potential tax savings for the applicant under a Chapter 313 agreement could reach an estimated \$2.2 million. (This amount is net of any anticipated revenue losses for the District.) The additional taxable value also enhances the tax base of CCISD, especially in the peak value year of 2017-18.

Table 1 – Base District Information with voestalpine Texas, LLC Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2014-15	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,583,479,053	\$11,583,479,053	\$11,356,830,170	\$11,356,830,170	\$237,802	\$237,802
1	2015-16	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,595,666,553	\$11,595,666,553	\$11,356,830,170	\$11,356,830,170	\$237,802	\$237,802
2	2016-17	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,625,306,053	\$11,625,306,053	\$11,369,017,670	\$11,369,017,670	\$238,058	\$238,058
3	2017-18	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,647,829,053	\$11,613,479,053	\$11,398,657,170	\$11,398,657,170	\$238,678	\$238,678
4	2018-19	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,646,220,053	\$11,613,479,053	\$11,421,180,170	\$11,386,830,170	\$239,150	\$238,431
5	2019-20	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,644,651,053	\$11,613,479,053	\$11,419,571,170	\$11,386,830,170	\$239,116	\$238,431
6	2020-21	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,643,122,053	\$11,613,479,053	\$11,418,002,170	\$11,386,830,170	\$239,083	\$238,431
7	2021-22	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,641,631,053	\$11,613,479,053	\$11,416,473,170	\$11,386,830,170	\$239,051	\$238,431
8	2022-23	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,640,177,053	\$11,613,479,053	\$11,414,982,170	\$11,386,830,170	\$239,020	\$238,431
9	2023-24	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,638,760,053	\$11,613,479,053	\$11,413,528,170	\$11,386,830,170	\$238,990	\$238,431
10	2024-25	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,637,378,053	\$11,613,479,053	\$11,412,111,170	\$11,386,830,170	\$238,960	\$238,431
11	2025-26	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,636,031,053	\$11,636,031,053	\$11,410,729,170	\$11,386,830,170	\$238,931	\$238,431
12	2026-27	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,634,717,053	\$11,634,717,053	\$11,409,382,170	\$11,409,382,170	\$238,903	\$238,903
13	2027-28	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,633,436,053	\$11,633,436,053	\$11,408,068,170	\$11,408,068,170	\$238,875	\$238,875
14	2028-29	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,632,187,053	\$11,632,187,053	\$11,406,787,170	\$11,406,787,170	\$238,849	\$238,849
15	2029-30	36,257.21	47,757.41	\$1.0601	\$0.1773	\$11,630,969,053	\$11,630,969,053	\$11,405,538,170	\$11,405,538,170	\$238,822	\$238,822

Table 2– “Baseline Revenue Model”--Project Value Added with No Value Limitation*

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$112,775,737	\$140,444,840	\$0	\$0	\$6,777,822	\$10,842,699	\$0	\$270,841,098
1	2015-16	\$112,895,175	\$140,444,840	\$0	\$0	\$6,785,000	\$11,044,790	\$0	\$271,169,805
2	2016-17	\$113,185,642	\$140,322,965	\$0	\$0	\$6,802,458	\$11,056,026	\$0	\$271,367,091
3	2017-18	\$113,413,043	\$140,026,570	\$0	\$0	\$6,816,124	\$11,038,302	\$0	\$271,294,039
4	2018-19	\$113,396,957	\$139,801,340	\$0	\$0	\$6,815,157	\$11,006,374	\$0	\$271,019,828
5	2019-20	\$113,381,273	\$139,817,430	\$0	\$0	\$6,814,214	\$11,007,334	\$0	\$271,020,251
6	2020-21	\$113,365,987	\$139,833,120	\$0	\$0	\$6,813,296	\$11,008,271	\$0	\$271,020,674
7	2021-22	\$113,351,081	\$139,848,410	\$0	\$0	\$6,812,400	\$11,009,184	\$0	\$271,021,075
8	2022-23	\$113,336,545	\$139,863,320	\$0	\$0	\$6,811,527	\$11,010,074	\$0	\$271,021,466
9	2023-24	\$113,322,381	\$139,877,860	\$0	\$0	\$6,810,675	\$11,010,941	\$0	\$271,021,857
10	2024-25	\$113,308,563	\$139,892,030	\$0	\$0	\$6,809,845	\$11,011,788	\$0	\$271,022,226
11	2025-26	\$113,290,747	\$139,905,850	\$0	\$0	\$6,808,774	\$11,012,612	\$0	\$271,017,983
12	2026-27	\$113,277,870	\$139,919,320	\$0	\$0	\$6,808,000	\$11,013,417	\$0	\$271,018,607
13	2027-28	\$113,265,316	\$139,932,460	\$0	\$0	\$6,807,246	\$11,014,201	\$0	\$271,019,223
14	2028-29	\$113,253,076	\$139,945,270	\$0	\$0	\$6,806,510	\$11,014,966	\$0	\$271,019,822
15	2029-30	\$113,241,139	\$139,957,760	\$0	\$0	\$6,805,792	\$11,015,711	\$0	\$271,020,402

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit*

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$112,775,737	\$140,444,840	\$0	\$0	\$6,777,822	\$10,842,699	\$0	\$270,841,098
1	2015-16	\$112,895,175	\$140,444,840	\$0	\$0	\$6,785,000	\$11,044,790	\$0	\$271,169,805
2	2016-17	\$113,185,642	\$140,322,965	\$0	\$0	\$6,802,458	\$11,056,026	\$0	\$271,367,091
3	2017-18	\$113,069,737	\$140,026,570	\$0	\$0	\$6,795,491	\$11,001,336	\$0	\$270,893,134
4	2018-19	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
5	2019-20	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
6	2020-21	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
7	2021-22	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
8	2022-23	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
9	2023-24	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
10	2024-25	\$113,069,737	\$140,144,840	\$0	\$0	\$6,795,491	\$11,026,880	\$0	\$271,036,948
11	2025-26	\$113,290,747	\$140,144,840	\$0	\$0	\$6,808,774	\$11,045,374	\$0	\$271,289,735
12	2026-27	\$113,277,870	\$139,919,320	\$0	\$0	\$6,808,000	\$11,013,417	\$0	\$271,018,607
13	2027-28	\$113,265,316	\$139,932,460	\$0	\$0	\$6,807,246	\$11,014,201	\$0	\$271,019,223
14	2028-29	\$113,253,076	\$139,945,270	\$0	\$0	\$6,806,510	\$11,014,966	\$0	\$271,019,822
15	2029-30	\$113,241,139	\$139,957,760	\$0	\$0	\$6,805,792	\$11,015,711	\$0	\$271,020,402

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2014-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2016-17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2017-18	-\$343,306	\$0	\$0	\$0	-\$20,633	-\$36,966	\$0	-\$400,905
4	2018-19	-\$327,220	\$343,500	\$0	\$0	-\$19,666	\$20,506	\$0	\$17,120
5	2019-20	-\$311,536	\$327,410	\$0	\$0	-\$18,723	\$19,546	\$0	\$16,697
6	2020-21	-\$296,250	\$311,720	\$0	\$0	-\$17,805	\$18,609	\$0	\$16,274
7	2021-22	-\$281,344	\$296,430	\$0	\$0	-\$16,909	\$17,696	\$0	\$15,873
8	2022-23	-\$266,808	\$281,520	\$0	\$0	-\$16,036	\$16,806	\$0	\$15,482
9	2023-24	-\$252,644	\$266,980	\$0	\$0	-\$15,184	\$15,939	\$0	\$15,091
10	2024-25	-\$238,826	\$252,810	\$0	\$0	-\$14,354	\$15,092	\$0	\$14,722
11	2025-26	\$0	\$238,990	\$0	\$0	\$0	\$32,762	\$0	\$271,752
12	2026-27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Table 5 - Estimated Financial Impact of the voestalpine Texas, LLC Project Property Value Limitation Request Submitted to CCISD at \$1.06005 M&O Tax Rate

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 Credits for First Two Years Above Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2014-15	\$0	\$0	\$0	\$1.060	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2015-16	\$12,187,500	\$12,187,500	\$0	\$1.060	\$129,194	\$129,194	\$0	\$0	\$0	\$0	\$0
2	2016-17	\$41,827,000	\$41,827,000	\$0	\$1.060	\$443,387	\$443,387	\$0	\$0	\$0	\$0	\$0
3	2017-18	\$64,350,000	\$30,000,000	\$34,350,000	\$1.060	\$682,142	\$318,015	\$364,127	\$0	\$364,127	-\$400,905	-\$36,778
4	2018-19	\$62,741,000	\$30,000,000	\$32,741,000	\$1.060	\$665,086	\$318,015	\$347,071	\$17,910	\$364,981	\$0	\$364,981
5	2019-20	\$61,172,000	\$30,000,000	\$31,172,000	\$1.060	\$648,454	\$318,015	\$330,439	\$17,910	\$348,349	\$0	\$348,349
6	2020-21	\$59,643,000	\$30,000,000	\$29,643,000	\$1.060	\$632,246	\$318,015	\$314,231	\$17,910	\$332,141	\$0	\$332,141
7	2021-22	\$58,152,000	\$30,000,000	\$28,152,000	\$1.060	\$616,440	\$318,015	\$298,425	\$17,910	\$316,336	\$0	\$316,336
8	2022-23	\$56,698,000	\$30,000,000	\$26,698,000	\$1.060	\$601,027	\$318,015	\$283,012	\$17,910	\$300,922	\$0	\$300,922
9	2023-24	\$55,281,000	\$30,000,000	\$25,281,000	\$1.060	\$586,006	\$318,015	\$267,991	\$17,910	\$285,902	\$0	\$285,902
10	2024-25	\$53,899,000	\$30,000,000	\$23,899,000	\$1.060	\$571,356	\$318,015	\$253,341	\$17,910	\$271,252	\$0	\$271,252
11	2025-26	\$52,552,000	\$52,552,000	\$0	\$1.060	\$557,077	\$557,077	\$0	\$0	\$0	\$0	\$0
12	2026-27	\$51,238,000	\$51,238,000	\$0	\$1.060	\$543,148	\$543,148	\$0	\$0	\$0	\$0	\$0
13	2027-28	\$49,957,000	\$49,957,000	\$0	\$1.060	\$529,569	\$529,569	\$0	\$0	\$0	\$0	\$0
14	2028-29	\$48,708,000	\$48,708,000	\$0	\$1.060	\$516,329	\$516,329	\$0	\$0	\$0	\$0	\$0
15	2029-30	\$47,490,000	\$47,490,000	\$0	\$1.060	\$503,418	\$503,418	\$0	\$0	\$0	\$0	\$0
						\$8,224,880	\$5,766,243	\$2,458,638	\$125,372	\$2,584,010	-\$400,905	\$2,183,105
Tax Credit for Value Over Limit in First 2 Years								Year 1	Year 2	Max Credits		
								\$0	\$125,372	\$125,372		
										\$125,372		
										\$125,372		
										\$0		

***Note:** School District Revenue-Loss estimates are subject to change based on numerous factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year appraisals of project values, and changes in school district tax rates. One of the most substantial changes to the school finance formulas related to Chapter 313 revenue-loss projections could be the treatment of Additional State Aid for Tax Reduction (ASATR). Legislative intent is to end ASATR in 2017-18 school year, the same year the value limitation would take effect under this application. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

Attachment F

Taxable Value of Property



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2013 ISD Summary Worksheet

178/Nueces

178-904/Corpus Christi ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	7,229,328,101	N/A	7,229,328,101	7,229,328,101
B. Multi-Family Residences	766,354,235	N/A	766,354,235	766,354,235
C1. Vacant Lots	232,144,675	N/A	232,144,675	232,144,675
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	1,002,447	N/A	1,002,447	1,002,447
D2. Real Prop Farm & Ranch	2,253	N/A	2,253	2,253
E. Real Prop NonQual Acres	26,303,548	N/A	26,303,548	26,303,548
F1. Commercial Real	2,370,677,619	N/A	2,370,677,619	2,370,677,619
F2. Industrial Real	1,867,158,907	N/A	1,867,158,907	1,867,158,907
G. Oil, Gas, Minerals	34,450,749	N/A	34,450,749	34,450,749
J. Utilities	190,049,379	N/A	190,049,379	190,049,379
L1. Commercial Personal	1,120,994,166	N/A	1,120,994,166	1,120,994,166
L2. Industrial Personal	677,922,996	N/A	677,922,996	677,922,996

M. Other Personal	13,222,531	N/A	13,222,531	13,222,531
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	11,786,364	N/A	11,786,364	11,786,364
S. Special Inventory	75,113,964	N/A	75,113,964	75,113,964
Subtotal	14,616,511,934		14,616,511,934	14,616,511,934
Less Total Deductions	2,260,085,911		2,260,085,911	2,260,085,911
Total Taxable Value	12,356,426,023		12,356,426,023	12,356,426,023 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
12,800,307,361	12,356,426,023	12,800,307,361	12,356,426,023	12,356,426,023	12,356,426,023

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
443,881,338	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead

exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
12,800,307,361	12,356,426,023	12,800,307,361	12,356,426,023	12,356,426,023	12,356,426,023

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

205/San Patricio

178-904/Corpus Christi ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	0	N/A	0	0
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	0	N/A	0	0

C2. Colonia Lots	369,880	N/A	369,880	369,880
D1. Rural Real(Taxable)	0	N/A	0	0
D2. Real Prop Farm & Ranch	0	N/A	0	0
E. Real Prop NonQual Acres	290,080	N/A	290,080	290,080
F1. Commercial Real	0	N/A	0	0
F2. Industrial Real	20,253,119	N/A	20,253,119	20,253,119
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	0	N/A	0	0
L1. Commercial Personal	0	N/A	0	0
L2. Industrial Personal	0	N/A	0	0
M. Other Personal	0	N/A	0	0
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	20,913,079		20,913,079	20,913,079
Less Total Deductions	0		0	0
Total Taxable Value	20,913,079		20,913,079	20,913,079 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
20,913,079	20,913,079	20,913,079	20,913,079	20,913,079	20,913,079

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
0	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
20,913,079	20,913,079	20,913,079	20,913,079	20,913,079	20,913,079

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

178-904/Corpus Christi ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	7,229,328,101	N/A	7,229,328,101	7,229,328,101
B. Multi-Family Residences	766,354,235	N/A	766,354,235	766,354,235
C1. Vacant Lots	232,144,675	N/A	232,144,675	232,144,675
C2. Colonia Lots	369,880	N/A	369,880	369,880
D1. Rural Real(Taxable)	1,002,447	N/A	1,002,447	1,002,447
D2. Real Prop Farm & Ranch	2,253	N/A	2,253	2,253
E. Real Prop NonQual Acres	26,593,628	N/A	26,593,628	26,593,628
F1. Commercial Real	2,370,677,619	N/A	2,370,677,619	2,370,677,619
F2. Industrial Real	1,887,412,026	N/A	1,887,412,026	1,887,412,026
G. Oil, Gas, Minerals	34,450,749	N/A	34,450,749	34,450,749
J. Utilities	190,049,379	N/A	190,049,379	190,049,379
L1. Commercial Personal	1,120,994,166	N/A	1,120,994,166	1,120,994,166
L2. Industrial Personal	677,922,996	N/A	677,922,996	677,922,996
M. Other Personal	13,222,531	N/A	13,222,531	13,222,531
N. Intangible Pers/Uncert	0	N/A	0	0

O. Residential Inventory	11,786,364	N/A	11,786,364	11,786,364
S. Special Inventory	75,113,964	N/A	75,113,964	75,113,964
Subtotal	14,637,425,013		14,637,425,013	14,637,425,013
Less Total Deductions	2,260,085,911		2,260,085,911	2,260,085,911
Total Taxable Value	12,377,339,102		12,377,339,102	12,377,339,102 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Attachment G

Participation Agreement

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

by and between

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

and

VOESTALPINE TEXAS LLC
(Texas Taxpayer ID # 32050641839)

Comptroller Application Number 361

Dated

April 28, 2014

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

STATE OF TEXAS §

COUNTY OF NUECES §

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 **CORPUS CHRISTI 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 **VOESTALPINE TEXAS LLC**, (*Texas Taxpayer ID # 32050641839*), 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.” Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on November 11, 2013, the Superintendent of Schools (the “Superintendent”) of the Corpus Christi Independent School District, acting as agent of the Board of Trustees of the District (the “Board of Trustees”), received from the Applicant an Application for Appraised Value Limitation on Qualified Property (“the Application”), pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, on November 11, 2013, the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from voestalpine Texas LLC,

WHEREAS, on November 11, 2013, the Superintendent acknowledged receipt of the Application and the requisite application fee as established pursuant to Texas Tax Code §313.025(a)(1) and Local District Policy CCG (Local) and determined the Application to be complete; and,

WHEREAS, the Application was delivered to the office of the Texas Comptroller of Public Accounts (the “Comptroller”) for review pursuant to Texas Tax Code §313.025(d); and,

WHEREAS, the Comptroller, via letter, has established December 10, 2013 as the completed Application date; and,

WHEREAS, pursuant to 34 Texas Administrative Code §9.1054, the Application was delivered for review to the Nueces County Appraisal District established in Nueces County, Texas (the “Appraisal District”), pursuant to Texas Tax Code §6.01; and,

WHEREAS, the Comptroller, pursuant to Texas Tax Code §313.025(d), reviewed the Application, and on February 18, 2014, via letter, recommended that the Application be approved; and,

WHEREAS, the Comptroller conducted an economic impact evaluation pursuant to Texas Tax Code §313.026, which was presented to the Board of Trustees at a public hearing held in connection with the Board of Trustees’ consideration of the Application; and,

WHEREAS, at a duly called and noticed meeting, the Board of Trustees granted an extension of time, in accordance with Texas Tax Code §313.025(b), for final action upon the pending Application; and,

WHEREAS, the Board of Trustees has carefully reviewed the economic impact evaluation and carefully considered the Comptroller’s positive recommendation for the project; and,

WHEREAS, the District received written notification, pursuant to 34 Texas Administrative Code §9.1055(e)(2)(A), that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on February 18, 2014 that the Application be approved; and,

WHEREAS, on April 28, 2014, 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; and,

WHEREAS, on April 28, 2014, the Board of Trustees made factual findings pursuant to Texas Tax Code §313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant’s Qualified Property; and, (iv) each criterion referenced in Texas Tax Code §313.025(e) has been met; and,

WHEREAS, on April 28, 2014, the Board of Trustees determined that the Tax Limitation Amount requested by the Applicant, and as defined in Sections 1.2 and 1.3, below, is consistent with the minimum values set out by Tax Code, §§313.022(b) and 313.052, as such Tax Limitation Amount was computed for the effective date of this Agreement; and,

WHEREAS, on April 28, 2014, 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 President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

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

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1. 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 Texas Tax Code §313.027.

Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below. In the event that the Applicant makes a Qualified Investment in the amount defined in Section 2.6 below between the Commencement Date and the end of the Qualifying Time Period, Applicant will be entitled to the Tax Limitation Amount defined in Section 1.3 below for the following Tax Years: 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024. The limitation on the local ad valorem property values for Maintenance and Operations purposes shall commence with the property valuations made as of January 1, 2017, the appraisal date for the third full Tax Year following the Commencement Date.

The period beginning with the Commencement Date of April 28, 2014 and ending on December 31, 2016 will be referred to herein as the "Qualifying Time Period," as that term is defined in Texas Tax Code §313.021(4). The Applicant shall not be entitled to a tax limitation during the Qualifying Time Period.

Unless sooner terminated as provided herein, the limitation on the local ad valorem property values shall terminate on December 31, 2024. Except as otherwise provided herein, this Agreement will terminate, in full, on the Final Termination Date. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, or (ii) affect the right of a Party to enforce the payment of any amount to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination, so long as the right to such payment survives said termination.

Except as otherwise provided herein, the Tax Years for which this Agreement is effective are as set forth below and set forth opposite each such Tax Year is the corresponding year in the term of this Agreement, the date of the appraised value determination for such Tax Year, and a summary description of certain provisions of this Agreement corresponding to such Tax Year (it being understood and agreed that such summary descriptions are for reference purposes only,

and shall not affect in any way the meaning or interpretation of this Agreement):

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
Partial Year Commencing on date of Board approval (04/28/14)	January 1, 2014	2014-15	2014	Start of Qualifying Time Period beginning with Commencement Date. No limitation on value. First year for computation of Annual Limit.
1	January 1, 2015	2015-16	2015	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
2	January 1, 2016	2016-17	2016	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
3	January 1, 2017	2017-18	2017	\$30 Million property value limitation.
4	January 1, 2018	2018-19	2018	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
5	January 1, 2019	2019-20	2019	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
6	January 1, 2020	2020-21	2020	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
7	January 1, 2021	2021-22	2021	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
8	January 1, 2022	2022-23	2022	\$30 Million property value limitation. Possible Tax Credit due to Applicant.

Full Tax Year of Agreement	Date of Appraised Value Determination	School Year	Tax Year	Summary Description of Provisions
9	January 1, 2023	2023-24	2023	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
10	January 1, 2024	2024-25	2024	\$30 Million property value limitation. Possible Tax Credit due to Applicant.
11	January 1, 2025	2025-26	2025	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2026	2026-27	2026	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2027	2027-28	2027	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.

Section 1.3. DEFINITIONS

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“*Act*” means the Texas Economic Development Act set forth in Chapter 313 of the Texas Tax Code, as amended.

“*Affiliate*” means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Applicant. For purposes of this definition, control of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right

to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.

“Affiliated Group” means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

“Aggregate Limit” means, for any Tax Year of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and all previous years of the Agreement.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 6.3.

“Annual Limit” means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Texas Tax Code §313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplying the District’s Average Daily Attendance for the applicable school year, as calculated pursuant to Texas Education Code §42.005, times the greater of \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for Tax Year 2014, which, by virtue of the Commencement Date is the first year of the Qualifying Time Period under this Agreement.

“Applicant” means voestalpine Texas LLC, *Texas Taxpayer Identification Number 32050641839*, the company listed in the Preamble of this Agreement who, on November 11, 2013, filed with the District the Application. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest, and their direct and indirect subsidiaries.

“Applicable School Finance Law” means Chapters 41 and 42 of the Texas Education Code; the Act (Chapter 313 of the Texas Tax Code); the provisions of Chapter 403; Subchapter M, of the Texas Government Code applicable to the District; the Constitution and general laws of the State applicable to the independent school districts of the State; applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State; and judicial decisions construing or interpreting any or all of the above. The term also includes any amendments or successor statutes that may be adopted in the future which impact or alter the calculation of the Applicant’s ad valorem tax obligation to the District, either with or without the limitation of property values made pursuant to 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 11, 2013, which has been certified by the Comptroller’s office to constitute a complete final Application as of the date of December 10, 2013. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant to the District or the Comptroller for the purpose of

obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

“Appraisal District” means the Nueces County Appraisal District.

“Board of Trustees” means the Board of Trustees of the Corpus Christi Independent School District.

“Commencement Date” means April 28, 2014, the date upon which this Agreement was approved by the District’s Board of Trustees.

“Completed Application Date” means December 10, 2013, the date upon which the Comptroller determined to be the date of its receipt of a completed Application for Appraised Value Limitation on Qualified Property (Texas Tax Code, Chapter 313, Subchapter B or C), Comptroller Form 50-296, from the Applicant.

“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 at Title 34 Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

“County” means Nueces County, Texas.

“Cumulative Payments” means for each year of this Agreement the total of all payments, calculated under both Article III and Article IV of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant for all previous Tax Years under Article III and Article IV of this Agreement.

“Cumulative Unadjusted Tax Benefit” means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

“Determination of Breach” shall have the meaning assigned to such term in Section 7.8 of the Agreement

“District” or “School District” means the Corpus Christi Independent School District, being a duly authorized and operating independent 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 December 31, 2027. However, any payment obligations of any Party arising under this Agreement prior to the Final Termination Date will survive until paid by the Party owing same.

"Force Majeure" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over the Applicant, the Applicant's Qualified Property or the Applicant's Qualified Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require the Applicant to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of the Applicant to receive or failure of carriers to transport electricity to the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents Applicant's performance of its obligations under this Agreement.

"Land" shall have the meaning assigned to such term in Section 2.2.

"Maintain Viable Presence" means, after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3, below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313 of the Texas Tax Code from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of the Agreement.

“Maintenance and Operations Revenue” or “M&O Revenue” means (i) those revenues that the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code §45.002 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, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) 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.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

“Net Aggregate Limit” means, for any Tax Year of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and all previous years of the Agreement, less all amounts previously paid by the Applicant to or on behalf of the District under Article IV, below.

“Net Tax Benefit” means, (i) the amount of maintenance and operations *ad valorem* taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (ii) adding to the amount determined under clause (i) all Tax Credits received by the Applicant under Chapter 313, Texas Tax Code, and (iii) subtracting from the sum of the amounts determined under clauses (i) and (ii) 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 all Tax Years of this Agreement, plus (B) any payments due to the District under Article III under this Agreement as well as the Annual Limit.

“New Jobs” means the total number of jobs, defined by 34 Texas Administrative Code §9.1051, which the Applicant will create in connection with the project which is the subject of its Application. In accordance with the requirements of Texas Tax Code §313.024(d), Eighty Percent (80%), of all New Jobs created by the Applicant on the project shall also be Qualifying Jobs, as defined below.

“Qualified Investment” has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller’s Rules, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller’s Rules.

“Qualifying Jobs” means the number of New Jobs the Applicant will create in connection with the project that is the subject of its Application, which meet the requirements of Texas Tax Code §313.021(3).

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"Qualifying Time Period" means the period that begins on the Commencement Date of April 28, 2014 and ends on December 31, 2016.

"Revenue Protection Amount" means the amount calculated pursuant to Section 3.2 of this Agreement.

"State" means the State of Texas.

"Substantive Document" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to the Application, the evaluation or consideration of the Application, or this Agreement or implementation of this Agreement for Limitation of Appraised Value pursuant to Chapter 313 of the Texas Tax Code. The term includes, but is not limited to, the Application and any amendments or supplements, any economic impact evaluation made in connection with the Application, this Agreement between the Applicant and the District and any subsequent amendments or assignments, any school district written finding or report filed with the Comptroller as required by Comptroller's Rule, and any application requesting school tax credits under Texas Tax Code, §313.103.

"Tax Credit" means the tax credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on Qualified Property, as computed under the provisions of Subchapter D of the Act, and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements under such provisions, including the timely filing of a completed application under Texas Tax Code §313.103 and the duly adopted administrative rules.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Qualified Property/Qualified Investment for years three (3) through ten (10) of this Agreement pursuant to Texas Tax Code §313.054. That is, for each of the eight (8) Tax Years 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, the Appraised Value of the Applicant's Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed, and the Tax Limitation Amount shall be, the lesser of:

- (a) The Market Value of the Applicant's Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

The Tax Limitation Amount set forth in the immediately preceding Subsection (b) is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code, §313.022(b) or §313.052.

“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.

“Texas Education Agency Rules” means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313 of the Texas Tax Code, which are set forth at Title 19 – Part 2, Texas Administrative Code, together with any court or administrative decisions interpreting same.

“Unadjusted Tax Benefit” means for each year of this Agreement the total of all gross tax savings calculated for each year of the Agreement by multiplying the Applicant’s taxable value for debt service taxes for each applicable Tax Year, minus the Tax Limitation Amount defined in Section 2.6 below, as Thirty Million Dollar (\$30,000,000.00), multiplied by the District’s Maintenance & Operations tax rate for the applicable Tax Year.

ARTICLE II

PROPERTY DESCRIPTION

Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT ZONE

The Applicant’s Qualified Property and the Applicant’s Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 312 of the Texas Tax Code. The legal description of the reinvestment zone in which the Applicant’s Qualified Property is located is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 2.2. LOCATION OF QUALIFIED PROPERTY

The location of the Applicant’s Qualified Property is described in the legal description which is attached to this Agreement as **EXHIBIT 2**, and is incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from the configuration described in **EXHIBIT 2** without the express authorization of each of the Parties.

Section 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND QUALIFIED PROPERTY

The Qualified Investment and/or 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 (“Applicant’s Qualified Investment”).

Qualified Investment shall be that property, described in **EXHIBIT 3** which is placed in service under the terms of the Application, during the Qualifying Time Period described in both Section 1.2 above, and the definition of Qualifying Time Period set forth in Section 1.3, above.

Qualified Property shall be all property, described in **EXHIBIT 3**, including, but not limited to the Applicant’s Qualified Investment, together with the land described in **EXHIBIT 2** which: 1) is owned by the Applicant; 2) was first placed in service after December 10, 2013, the completed Application date established by the Comptroller; and 3) is used in connection with the activities described in the Application. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant’s Qualified Investment or Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code §313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant’s Qualified Investment and/or Qualified Property for purposes of this Agreement.

Property owned by the Applicant which is not described on **EXHIBIT 3** may not be considered to be Qualified Property unless the Applicant:

- (a) submits to the District and the Comptroller a written request to add property to the limitation agreement, which request shall include a specific description of the additional property to which the Applicant requests that the limitation apply;
- (b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,
- (c) provides any additional information reasonably requested by the District or the Comptroller necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Notwithstanding the foregoing, any replacement property that meets the definition of Qualified Property (including, but not limited to, any such replacement property installed as part of the project in connection with turnarounds, outages, planned, unplanned and emergency shutdowns, and scheduled and unscheduled maintenance, repairs, restorations, modifications or inspections) shall not be subject to the foregoing restrictions and shall be considered Qualified Property hereunder.

Section 2.4. APPLICANT'S OBLIGATIONS TO PROVIDE CURRENT INVENTORY OF QUALIFIED PROPERTY

At the end of the Qualifying Time Period, or at any other time when there is a material change in the Qualified Property located on the land described in **EXHIBIT 2**, upon a reasonable request of the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a specific and detailed description of the 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 described property within the boundaries of the real property which is subject to the Agreement.

Section 2.5. QUALIFYING USE

The Applicant's Qualified Investment described above in Section 2.3 qualifies for a tax limitation agreement under Texas Tax Code §313.024(b)(1) as a manufacturing facility.

Section 2.6. LIMITATION ON APPRAISED VALUE

So long as the Applicant makes a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period; and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the eight (8) Tax Years: 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024, 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 Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

The Tax Limitation Amount set forth in the immediately preceding Subsection(b) is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code §313.022 (b) or §313.052.

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 3.1. INTENT OF THE PARTIES

This Agreement is entered into by the Company as a material inducement to locate its plant in the District, without which the Company may not have done so. Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in accordance with the provisions of Texas Tax Code §313.027(f)(1), be

compensated by the Applicant for: any loss that the District incurs in its Maintenance and Operations Revenue; or for any new uncompensated operating cost incurred 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, all such other payments as are set forth in Article IV. Subject only to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all payments due under Article IV.

Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

Subject to the applicable provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & Operations 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 Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to Maintenance and Operations Revenue because of any portion of this agreement.

In making the calculations required by this Section 3.2:

- 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 and/or the Applicant's Qualified Investment 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 3.2 results in a negative number, the negative number will be considered to be zero.
- iv. All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection *ii* of this Agreement will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 3.2 shall be made by a methodology which isolates the full M & O 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 any other factors not contained in this Agreement.

Section 3.3. COMPENSATION FOR LOSS OF OTHER REVENUES

In addition to the amounts determined pursuant to Section 3.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- (a) All non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable tax credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code §42.2515, or other similar or successor statute.
- (b) All non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses 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 attributable to the project. The Applicant may contest any such cost certified by the District's external auditor under the provisions of Section 3.8.
- (c) All non-reimbursed increases in District costs paid to the Appraisal District caused by increased appraised values arising solely from the project described in the Application. The Applicant may contest any such cost certified by the District's external auditor under the provisions of Section 3.8.

Section 3.4. CALCULATIONS TO BE MADE BY THIRD PARTY

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") approved each year by the District and the Applicant.

Section 3.5. DATA USED FOR CALCULATIONS

The calculations under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code §26.01 on or about June 25th 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 under Section 3.4. 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 3.6. DELIVERY OF CALCULATIONS

On or before November 1 of each year for which this Agreement is effective, the Third Party selected pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2 and/or 3.3 and Article IV, or under Section 5.1 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. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, 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 and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of 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 or the fee paid by the Applicant to the Third Party pursuant to Section 3.7, if such fee is timely paid.

Section 3.7. PAYMENT BY APPLICANT

The Applicant shall pay any amount determined 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. By such date, the Applicant shall also pay any amount

billed by the Third Party for all calculations under this Agreement under Section 3.6, 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 tax credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. In no year shall the Applicant be responsible for the payment of any total expenses under this Section and Section 3.6, above, in excess of Ten Thousand Dollars (\$10,000.00).

Section 3.8. RESOLUTION OF DISPUTES

Pursuant to Section 3.3, 3.4 and Section 3.6, should the Applicant disagree with the certification containing the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of 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 certification containing the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of the certification containing the calculations.

Section 3.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT

In the event that, at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, the Applicant has appealed the taxable values placed by the Appraisal District on the Qualified Property, and the appeal of the appraised values are unresolved, the Third Party shall base its calculations upon the values initially placed upon the Qualified Property by the Appraisal District.

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

Section 3.10. EFFECT OF STATUTORY CHANGES

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, 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, or to other governmental entities including the Appraisal District, because of its participation in this Agreement, the Applicant shall make payments to the District, up to the revenue protection amount limit set forth in Section 5.1, that are necessary to offset any negative impact on the District 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.

ARTICLE IV

Section 4.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS

In interpreting the provisions of Article IV, the Parties agree as follows:

(a) **Amounts Exclusive of Indemnity Amounts**

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, 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 IV. 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 IV are separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to such limitations as are contained in Section 5.1, and that all payments under Article IV are subject to the separate limitations contained in Section 4.4.

(b) **Adherence to Statutory Limits on Supplemental Payments**

It is the express intent of the parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article IV, shall not exceed the limit imposed by the provisions of Texas Tax Code 313.027(i) unless that limit is increased by the Legislature at a future date, in which case all references to statutory limits in this Agreement will be automatically adjusted to reflect the new, higher limits, but only if, and to the extent that such increases are authorized by law.

Section 4.2. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO NET AGGREGATE LIMIT

In any year during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

- (a) the Applicant's Stipulated Supplemental Payment Amount, defined as Forty Percent (40%) of the Applicant's Net Tax Benefit, as the term is defined in Section 1.3, above; or,
- (b) the Net Aggregate Limit, as the term is defined in Section 1.3, above.

Section 4.3. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT

The Parties agree that for each Tax Year of this Agreement, beginning with the third full year (Tax Year 2017), the Stipulated Supplemental Payment amount, described in Section 4.2 will annually be calculated based upon the then most current estimate of Net Tax Benefit to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

Plus,

Any Tax Credit received by the Applicant with respect to such Tax Year;

Minus,

Any amounts previously paid to the District under Article III for such Tax Year;

Multiplied by,

The number 0.4;

Minus,

Any amounts previously paid to the District under Sections 4.2 and 4.3 with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 3.4, above, shall adjust the Stipulated Supplemental Payment amount calculation to reflect any changes in the data.

Section 4.4. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF NET AGGREGATE LIMIT

For each year of this Agreement, beginning with year three (Tax Year 2017) and continuing thereafter through year thirteen (Tax Year 2027), the District, or its Successor Beneficiary should one be designated under Section 4.6, below, shall not be entitled to receive Supplemental Payments, computed under Sections 4.2 and 4.3, above, that exceed the Net Aggregate Limit, defined in Section 1.3, above.

If, for any year of this Agreement, the payment of the Applicant's Stipulated Supplemental Payment amount, calculated under sections 4.2 and 4.3, above, exceeds the Net Aggregate Limit for that year, the difference between the Stipulated Supplemental Payment amount and the Net Aggregate Limit, shall be carried forward from year-to-year into subsequent years of this Agreement, and to the extent not limited by the Net Aggregate Limit in any subsequent year of this Agreement, shall be paid to the District.

Any Stipulated Supplemental Payment amount, which cannot be made to the District prior to the end of year thirteen (Tax Year 2027), because such payment would exceed the Net Aggregate Limit, will be deemed to have been cancelled by operation of law.

Section 4.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS

- (a) All calculations required by this Article, including but not limited to: (i) the calculation of the Stipulated Supplemental Payment amount; (ii) the determination of both the Annual Limit, the Aggregate Limit, and the Net Aggregate Limit; (iii) the effect, if any, of the Net Aggregate Limit upon the

actual amount of Supplemental Payments eligible to be paid to the District by the Applicant; and, (iv) the carry forward and accumulation of any Stipulated Supplemental Payment amounts unpaid by the Applicant due to the Net Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 3.4.

- (b) 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 3.6.
- (c) The payment of all amounts due under this Article shall be made at the time set forth in Section 3.7.

Section 4.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY

At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under this Article IV be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 6.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limit or the Net Aggregate Limit or the Supplemental Payments described in Section 4.4, above.

ARTICLE V

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 5.1. ANNUAL LIMITATION AFTER FIRST TWO YEARS

Section 5.1. Annual Limitation After First Two Years

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year during the term of this Agreement, beginning with the third tax year (Tax Year 2017), and for each subsequent year of this Agreement, in no event shall the Cumulative Payments made by Applicant to the District exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the Commencement Date through the applicable Tax Year.

The calculation and comparison of the amounts described in Subsections (a) and (b) of this Section shall be included in all calculations made pursuant to Section 3.4 and Section 3.6. Amounts due and owing by Applicant to the District which, by virtue of the application of payment limitation set forth in this Section are not payable to the District for a given year, shall be carried forward to future years, but shall be subject, in each subsequent year to the limit set forth in this Section.

ARTICLE VI

TAX CREDITS

Section 6.1. APPLICANT'S ENTITLEMENT TO TAX CREDITS

The Applicant shall be entitled to tax credits from the District under and in accordance with the provisions of Subchapter D of the Act and Comptroller Rules, provided that the Applicant complies with the requirements under such provisions, including the timely filing of a completed tax credit application under Section 313.103 of the Texas Tax Code and Comptroller Rules.

Section 6.2. DISTRICT'S OBLIGATIONS WITH RESPECT TO TAX CREDITS

The District shall timely comply and shall cause the District's collector of taxes to timely comply with their obligations under Subchapter D of the Act and Comptroller Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code, and either Comptroller and/or Texas Education Agency Rules.

Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES

If, after the Applicant has actually received the benefit of a tax credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code §42.2515 or other similar or successor statute with respect to all or any portion of such tax credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant shall pay to the District the amount of such tax credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice and such payment shall be subject to the same provisions for late payment as are set forth in Section 7.4 and 7.5. If the District then receives aid from the State for all or any portion of a tax credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 7.1. DATA REQUESTS

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code §22.07, during the term of this Agreement, in order to inspect the project to determine compliance with the terms hereof. 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. 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 private personnel data, proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party.

Section 7.2. REPORTS TO OTHER GOVERNMENTAL AGENCIES

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions of Texas Tax Code §313.032. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation under this Agreement.

Section 7.3. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE

By entering into this Agreement, the Applicant warrants that:

- (a) it will abide by all of the terms of the Agreement;
- (b) it will Maintain Viable Presence in the District 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 (as hereinafter defined), provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure; and,

- (c) it will meet minimum eligibility requirements under Texas Tax Code, Chapter 313 throughout the value limitation and tax-credit settle-up periods.

Section 7.4. 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 5.2, or in the event that the Applicant or its successor-in-interest fails to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 7.8, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III, as of the date upon which such payments were made to the District. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV, as of the date upon which such payments were made to the District.

(b) Notwithstanding Section 7.4(a), in the event that the District determines that the Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of the District Maintenance and Operations 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 7.5, less Maintenance and Operations taxes paid to District by Applicant during such years on the Tax Limitation Amount. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III, as of the date upon which such payments were made to the District. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV, as of the date upon which such payments were made to the District. 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.

Section 7.5. CALCULATION OF PENALTY AND INTEREST

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 owed less all credits under Section 7.4 for each Tax Year during the term of this Agreement since the

Commencement Date. The District shall calculate penalty or interest for each Tax Year during the term of this Agreement since the Commencement Date 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 7.4 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 Texas Tax Code §33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code §33.01(c), or its successor statute.

Section 7.6 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:

- (a) Applicant is determined to have failed to meet its obligations to have made accurate representations of fact in submission of its Application as is required by Section 8.13, below.
- (b) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date of this Agreement.
- (c) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.
- (d) Applicant fails to make any payment required by this Agreement, or by the State or its agencies where such payment is required by the Act or by rules adopted thereunder.
- (e) Applicant fails to create and maintain at least the number of New Jobs set forth it committed to create and maintain on Schedule C, Column C of its Application.
- (f) Applicant fails to create and maintain at least the number of Qualifying Jobs set forth it committed to create and maintain on Schedule C, Column E of its Application.
- (g) Applicant fails to create and maintain at least Eighty Percent (80%) of all New Jobs created by the Applicant on the project as Qualifying Jobs.
- (h) Applicant makes 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, Texas Tax Code, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not

mandated by this Agreement or made in recognition of consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 are not barred by this provision.

- (i) Applicant fails to comply with any other term of this Agreement, or the Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Act, including but not limited to the filing of all required reports.

Section 7.7 LIMITED STATUTORY CURE OF MATERIAL BREACH

In accordance with the provisions of Texas Tax Code §313.0275, for any full tax year which commences after the project has become operational, the Applicant may cure the Material Breaches of this Agreement, defined in Sections 7.6(d) and 7.6(e) or 7.6(f), above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 7.6(d) and 7.6(e) or 7.6(f) for the particular Tax Year of non-compliance only, the Applicant may make the liquidated damages payment required by Texas Tax Code §313.0275(b), in accordance with the provisions of Texas Tax Code §313.0275(c).

Section 7.8. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT

Prior to making a determination that the Applicant has committed a Material Breach of this Agreement, such as making a misrepresentation in the Application, failing to Maintain Viable Presence in the District as required by Section 7.3 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committed a Material Breach of this Agreement as defined in Section 7.6, above, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material 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 cure and present any facts or arguments to the Board of Trustees showing that it is not in Material Breach of its obligations under the Agreement, or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not satisfied with such response and/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 whether or not a Material Breach of this Agreement has occurred, the date such Breach occurred, if any, and whether or not any such Breach has been cured. In the event that the Board of Trustees determines that such a Breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 7.4 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

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.").

Section 7.9. DISPUTE RESOLUTION

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, the Applicant shall have sixty (60) 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 sixty (60) days after the Applicant's receipt of notice of the Board of Trustee's determination of Breach under Section 7.8, 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 Nueces County, Texas. The Parties agree to sign a document that provides that 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.

In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such sixty (60) days, the District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, 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 and a lien and/or tax lien on the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code §33.07 to the attorneys representing the District pursuant to Texas Tax Code §6.30. In the event that the District unsuccessfully prosecutes legal proceedings under this Section, District shall be responsible for the payment of attorney's fees incurred by the Applicant.

In any event where a dispute between the District and the Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, 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 covenant, agreement or undertaking made by a Party pursuant to this Agreement. The prevailing party in such action shall be entitled to attorney's fees.

Section 7.10. 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 greater of either any amounts calculated under Sections 7.4 and 7.5 above, or the monetary sum of the difference between the payments and credits due and owing to the Applicant at the time of such default and the District taxes that would have been lawfully payable to the District had this Agreement not been executed. In addition, the District's sole right of equitable relief for Applicant's breach 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 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 7.11. BINDING ON SUCCESSORS

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.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. INFORMATION AND NOTICES

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 transmission, with "answer back" or other "advice 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 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.

Notices to the District shall be addressed to the District's Authorized Representative as follows:

Mr. D. Scott Elliff, Superintendent
CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
801 Leopard Street
Corpus Christi, Texas 78401
Fax: (361) 886-9109
E-mail: scott.elliff@ccisd.us

or at such other address or to such other facsimile and/or electronic mail transmission number and to the attention of such other person as the District may designate by written notice to the Applicant.

Notices to the Applicant shall be addressed to:

Bernard Schlattl
Chief Executive Officer
VOESTALPINE TEXAS LLC
800 N. Shoreline Drive, Suite 1600 South Tower
Corpus Christi, Texas 787401
Fax: [need Corpus Christi office fax number]
E-mail: Bernhard.Schlattl@voestalpine.com

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

Section 8.2. EFFECTIVE DATE, TERMINATION OF AGREEMENT

- (a) This Agreement shall be and become effective on the date of final approval of this Agreement by the District's Board of Trustees,
- (b) The obligation to Maintain Viable Presence under this Agreement shall remain in full force and effect through the termination in full date established in Section 1.2 of this Agreement.
- (c) In the event that the Applicant fails to make a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on December 31, 2016 with no penalties, damages, or recapture imposed under this Agreement.

Section 8.3. AMENDMENTS TO AGREEMENT; WAIVERS

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. 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. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment, additional or replacement Qualified Property not specified in **EXHIBIT 3**, provided that the Applicant reports to the District, the Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional property. Any amendment of the Agreement adding additional or replacement Qualified Property pursuant to this Section 8.3 shall, (1) require that all property added by amendment be eligible property as defined by Texas Tax Code, §313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight year statutory term.

Section 8.4. ASSIGNMENT

Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District and provided that the assignee is subject to Texas Franchise Taxes. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. A recipient of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code §313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

Section 8.5. 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 8.6. MAINTENANCE OF APPRAISAL DISTRICT RECORDS

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 8.7. 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 Nueces County, Texas.

Section 8.8. 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 8.9. 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 to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, 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 8.10. 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 8.11. INTERPRETATION

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. 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. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 8.12. 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 8.13. ACCURACY OF REPRESENTATIONS CONTAINED IN APPLICATION

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that all information, facts, and representations contained therein are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees, after completing the procedures required by Sections 7.8 and 7.9 of this Agreement, makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, the Agreement shall be invalid and void except for the enforcement of the provisions required by 34. Texas Administrative Code §9.1053(f)(2)(K).

Section 8.14. PUBLICATION OF DOCUMENTS

The Parties acknowledge that the District is required to publish all Substantive Documents including the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting tax credits under Texas Tax Code §313.103, as follows:

- a. Within seven days of such document, the school district shall submit a copy to the Comptroller for Publication on the Comptroller's Internet website.
- b. 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 Texas Tax Code §313.028.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 28th day of April, 2014.

VOESTALPINE TEXAS LLC

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: _____

MANAGEMENT REPRESENTATIVE

SCHLATIC RADHUNER
(COO) (Secretary)

By: _____

CAROL A. SCOTT
President
Board of Trustees

ATTEST:

Mrs. Lucy Rubio

LUCY RUBIO
Secretary
Board of Trustees

EXHIBIT 1

DESCRIPTION OF QUALIFIED REINVESTMENT ZONE

The *voestalpine Reinvestment Zone* was originally created on May 14, 2013 by action of the City Council of the City of Corpus Christi. A map of the *voestalpine Reinvestment Zone* is attached as the next page of this **EXHIBIT 1**.

As a result, the following real property within the extra territorial jurisdiction of the City of Corpus Christi, Texas is designated to be within the boundaries of the *voestalpine Reinvestment Zone*. Specifically, the land described in the following legal description is included, to wit:

Exhibit A
Property Description
Voest Alpine Reinvestment Zone

Metes and Bounds Legal Description of the 475.52-Acre Plant Site

FIELD NOTES to describe the boundary of a 475.52-acre tract of land out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 475.52-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for the southwest corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 49°45'13" West a distance of 161.84 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set for the **POINT OF BEGINNING**;

THENCE South 17°44'36" East, being 250 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 5,516.07 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 52°16'42" West, a distance of 186.27 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 17°44'44" East, being 425 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,454.17 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 05°00'40" East, a distance of 2,033.63 feet to a 5/8" iron rod with said red plastic cap set for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, a distance of 198.27 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 1,748.16 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 78°19'34" West, a distance of 2,910.34 feet to a 5/8" iron rod with said red plastic cap set for the southwest corner of the herein described tract;

THENCE North $01^{\circ}15'10''$ West, being approximately 470 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 967.53 feet to a $5/8''$ iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South $73^{\circ}03'57''$ West, a distance of 181.77 feet to a $5/8''$ iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North $01^{\circ}15'07''$ West, being approximately 295 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 3,882.65 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.C. of curve for an interior corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is $60^{\circ}42'34''$, whose Radius is 1,627.00 feet, and Arc Distance of 1,723.94 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North $09^{\circ}28'59''$ East, being 100 feet east and parallel to the west line of said 930.28-acre tract, a distance of 2,181.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northwest corner of the herein described tract;

THENCE South $70^{\circ}28'50''$ East, being 140' south and parallel to the north line of said 930.28-acre tract, a distance of 2,016.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**,

CONTAINING within these metes and bounds 475.52 acres (20,713,669 square feet) of land, more or less.

East Dock Metes and Bounds

6.0620-Acre Tract "EAST DOCK SITE"

FIELD NOTES to describe an exhibit of a 6.0620-acre tract of submerged lands herein referred to as the "East Dock Site" being a portion of a called 930.28-acre tract known as Tract II and a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, both in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66 acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of a portion of the T.T. Williamson Survey, Abstract 288, in San Patricio County, Texas and the State of Texas Submerged Land Tracts, Tract I, in Nueces County, Texas, said 6.0620-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 86°23'30" East a distance of 2,042.49 feet to a 5/8" iron rod found for an exterior corner of a 475.52 acre tract of land recently surveyed and monumented in November 2012 within the limits of said 1089.34 acre tract for an exterior corner of the 6.0620-acre tract herein described for the **POINT OF BEGINNING**;

THENCE North 78°20'12" East, along the south line of said 475.52-acre tract, a distance of 198.27 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract;

THENCE South 11°39'48" East, a distance of 165.33 feet to a point for an interior corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 68.77 feet to a point for the northwest corner of a called 58.07-acre tract of submerged lands known as Tract I, Parcel 6 described in a deed to BPU Reynolds, Inc. as recorded in Document No. 2001000017, Deed Records, Nueces County, Texas for the northeast corner of the herein described tract;

THENCE South 07°00'40" East, along the west line of said 58.07-acre tract, a distance of 260.60 feet to a point for the southwest corner of said 58.07-acre tract, for a bend point in the P.O.C.C.A. North Bulkhead Line, and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1060.00 feet to a point for the southwest corner of the herein described tract; **THENCE** North 11°39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 797.71 feet to a point for an interior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 225.67 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.0620 acres (264,060 square feet) of land, more or less.

West Dock Metes and Bounds

4.7291-Acre Tract "WEST DOCK SITE"

FIELD NOTES to describe an exhibit of a 4.7291-acre tract of submerged lands herein referred to as the "West Dock Site" being a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in

Document No. 1998005467, Official Records, Nueces County, Texas and being out of the State of Texas Submerged Land Tracts, Tract 1, in Nueces County, Texas, said 4.7291 acre tract being more particularly described by metes and bounds as follows;

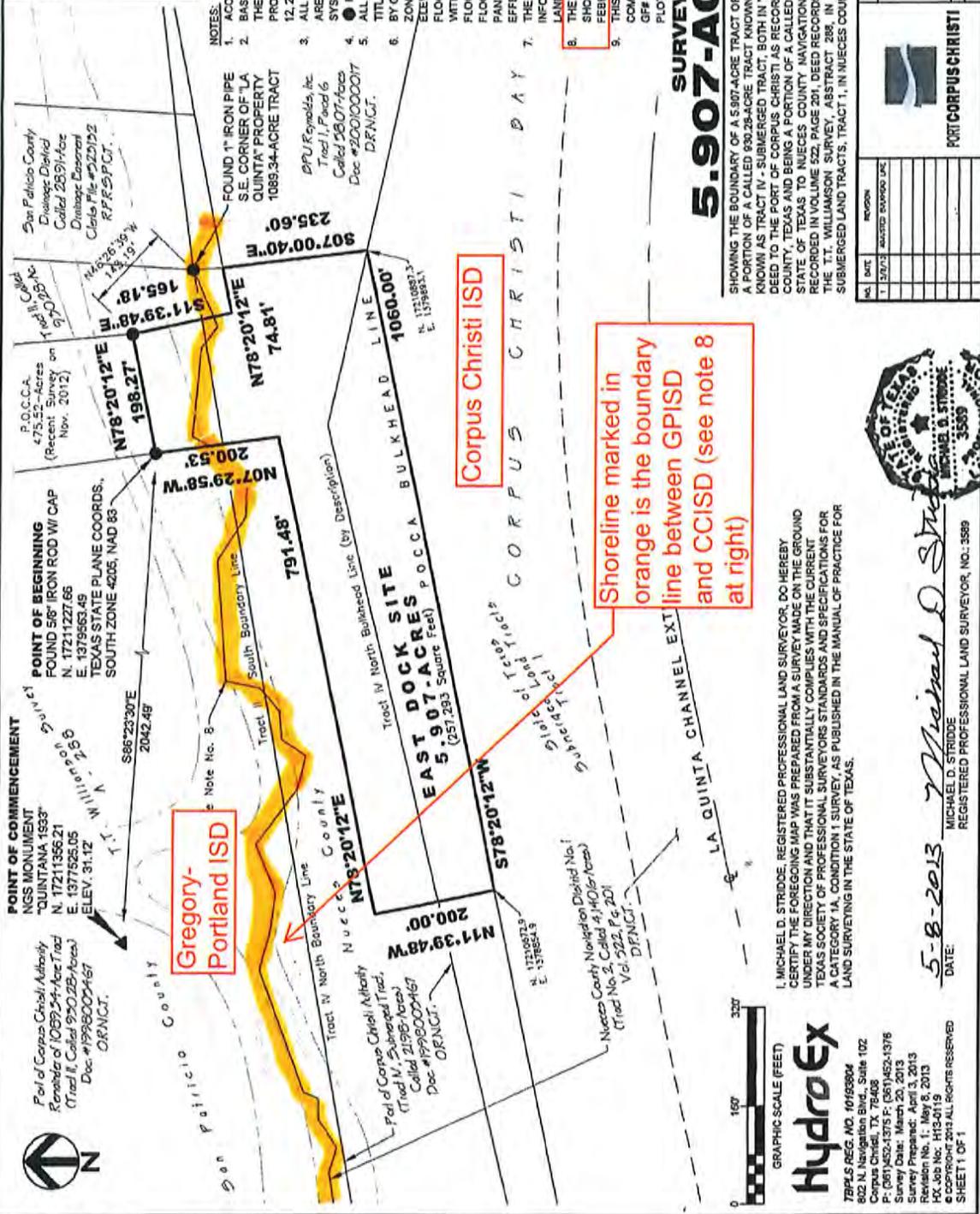
COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 68°14'28" East a distance of 1,385.35 feet to a point for the northwest corner of a called 6.0620 acre tract referred to as the "East Dock Site", described by separate instrument, and for the northeast corner of the herein described tract for the POINT OF BEGINNING;

THENCE South 11 °39'48" East, along the common line of said 4.7291-acre tract and the 6.0620 acre tract, a distance of 200.00 feet to a point on the P.O.C.C.A. North Bulkhead Line for the southwest corner of said 6.0620-acre tract and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1030.00 feet to a point for the southwest corner of the herein described tract;

THENCE North 11 °39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20' 12" East, being 200 feet north and parallel to the north bulkhead line, a distance of 1030.00 feet to a point for the northwest corner of said 6.0620 acre tract and for the northeast corner of the herein described tract and the POINT OF BEGINNING, CONTAINING within



- NOTES:**
1. ACCOMPANYING FIELD NOTES HAVE BEEN PREPARED.
 2. BASIS OF BEARING OF THIS SURVEY MATCH THOSE AS SHOWN ON THE 1,089.34-ACRE TRACT SURVEY KNOWN AS THE "LA QUINTA PROPERTY" AS SURVEYED BY PYLE & ASSOCIATES, INC. ON APRIL 12, 2004.
 3. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205, NAD 83.
 4. FOUND 5/8" IRON ROD (OR AS NOTED)
 5. ALL EASEMENT RESEARCH HAS BEEN PERFORMED BY STEWART TITLE GUARANTY COMPANY.
 6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE A16 (EL. 12), AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED, AND FLOOD ZONE V21 (EL. 15), AREAS OF 100-YEAR COASTAL FLOOD WITH VELOCITY (WAVE ACTION); BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF SAN PATRICIO COUNTY, TEXAS, PANEL NOS. 485506 0418 C AND 485508 0418 C, BOTH WITH EFFECTIVE DATES: MARCH 16, 1995.
 7. THE LOCATION OF ABSTRACT LINES ARE SHOWN FROM INFORMATION OF RECORD PROVIDED BY THE TEXAS GENERAL LAND OFFICE WEBSITE: WWW.GLO.TEXAS.GOV
 8. THE EXISTING SHORELINE SHOWN HEREON DEPICTS THE SHORELINE AS SURVEYED BY DAVID PYLE, L.S.L.S., AS NOTED ON FEBRUARY 2004 SURVEY OF THE "LA QUINTA" PROPERTY.
 9. THIS SURVEY HAS BEEN PREPARED TO ACCOMPANY THE TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, GPF 1355530025, EFFECTIVE DATE: MARCH 06, 2013. ALL PLOTTABLE, APPLICABLE SCHEDULE B ITEMS ARE SHOWN HEREON.

SURVEY PLAT OF A 5.907-ACRE TRACT

SHOWING THE BOUNDARY OF A 5.907-ACRE TRACT OF LAND HEREIN REFERRED TO AS THE "EAST DOCK SITE" BEING A PORTION OF A CALLED 630.25-ACRE TRACT KNOWN AS TRACT II AND A PORTION OF A CALLED 21.98-ACRE TRACT KNOWN AS TRACT IV - SUBMERGED TRACT, BOTH IN "EXHIBIT A" OF A CALLED 1089.34-ACRE TRACT DESCRIBED IN A DEED TO THE PORT OF CORPUS CHRISTI, AS RECORDED IN DOCUMENT #1998005467, OFFICIAL RECORDS, NUECES COUNTY, TEXAS AND BEING A PORTION OF A CALLED 4140.6-ACRE TRACT OF SUBMERGED LAND CONVEYED BY THE STATE OF TEXAS TO NUECES COUNTY NAVIGATION DISTRICT NO. 1 BY PATENT 106 DATED AUGUST 9, 1861 AS RECORDED IN VOLUME 522, PAGE 201, DEED RECORDS, NUECES COUNTY, TEXAS ALSO BEING OUT OF A PORTION OF THE T.T. WILLIAMSON SURVEY, ABSTRACT 288, IN SAN PATRICIO COUNTY, TEXAS AND THE STATE OF TEXAS SUBMERGED LAND TRACTS, TRACT 1, IN NUECES COUNTY, TEXAS.

NO.	DATE	REVISION
1	5/20/13	REVISED SURVEYOR USE

PORT OF CORPUS CHRISTI AUTHORITY
 BOUNDARY OF MORE OR LESS
 5.907-ACRES OUT OF THE
 PORT'S LA QUINTA PROPERTY
 "EAST DOCK SITE"

SALE AS NOTED
 DOC. #19980025
 P.O.C.C.A. LA QUINTA PROPERTY
 (SEE REVISION 1)

I, MICHAEL D. STRIDDE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN MY OWN PERSON AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1 SURVEY, AS PUBLISHED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

HydroEx
 TBP&S REG. NO. 10192804
 802 N. CHAMPLAIN, TX 75403
 P: (981) 522-1375 F: (981) 524-1378
 Survey Date: March 20, 2013
 Survey Prepared: April 3, 2013
 Revision No. 1: May 8, 2013
 HX Job No: H13-0119
 © COPYRIGHT 2013 ALL RIGHTS RESERVED
 SHEET 1 OF 1

5-B-2013
 DATE: Michael D. Stridde
 MICHAEL D. STRIDDE
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO.: 5869

STATE OF TEXAS
 COUNTY OF NUECES
 SURVEYOR'S OFFICE
 3509

EXHIBIT 2

LOCATION OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY

All Qualified Property owned by the Applicant and located within the boundaries of both the Corpus Christi Independent School District and the *voestalpine Reinvestment Zone* (will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located on the land is included, to wit:

Exhibit A
Property Description
Voestalpine Reinvestment Zone

Metes and Bounds Legal Description of the 475.52-Acre Plant Site

FIELD NOTES to describe the boundary of a 475.52-acre tract of land out of a called 930.28-acre tract known as Tract II in "Exhibit A", said 930.28-acre tract being a portion of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66-acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of portions of the T.T. Williamson Surveys, Abstract 286, Abstract 287, Abstract 288, and Abstract 289, and the J. Gerraghty Survey, Abstract 139, all being in San Patricio County, Texas, said 475.52-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a 1" iron pipe found on the north line of said 930.28-acre tract for the southwest corner of Tract III in "Exhibit A" of said 1089.34-acre tract and for an interior corner of said 1089.34-acre tract, said 1" iron pipe having Texas State Plane Coordinates of X= 1377726.63 and Y= 17220150.79, thence South 49°45'13" West a distance of 161.84 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set for the **POINT OF BEGINNING**;

THENCE South 17°44'36" East, being 250 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 5,516.07 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 52°16'42" West, a distance of 186.27 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 17°44'44" East, being 425 feet west and parallel to the east line of said 1089.34-acre tract, a distance of 1,454.17 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE South 05°00'40" East, a distance of 2,033.63 feet to a 5/8" iron rod with said red plastic cap set for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, a distance of 198.27 feet to a 5/8" iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 1,748.16 feet to a 5/8" iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South 78°19'34" West, a distance of 2,910.34 feet to a 5/8" iron rod with said red plastic cap set for the southwest corner of the herein described tract;

THENCE North $01^{\circ}15'10''$ West, being approximately 470 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 967.53 feet to a $5/8''$ iron rod with said red plastic cap set for an interior corner of the herein described tract;

THENCE South $73^{\circ}03'57''$ West, a distance of 181.77 feet to a $5/8''$ iron rod with said red plastic cap set for an exterior corner of the herein described tract;

THENCE North $01^{\circ}15'07''$ West, being approximately 295 feet east and parallel to the east toe of levee recognized as D.M.P.A. No. 14, a distance of 3,882.65 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.C. of curve for an interior corner of the herein described tract;

THENCE in a Northwesterly direction, with the arc of said circular curve to the left, whose Central Angle is $60^{\circ}42'34''$, whose Radius is 1,627.00 feet, and Arc Distance of 1,723.94 feet to a $5/8''$ iron rod with said red plastic cap set for a corner, the P.T. of said curve, for an exterior corner of the tract herein described;

THENCE North $09^{\circ}28'59''$ East, being 100 feet east and parallel to the west line of said 930.28-acre tract, a distance of 2,181.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northwest corner of the herein described tract;

THENCE South $70^{\circ}28'50''$ East, being 140' south and parallel to the north line of said 930.28-acre tract, a distance of 2,016.12 feet to a $5/8''$ iron rod with said red plastic cap set for the northeast corner of the herein described tract and the **POINT OF BEGINNING**,

CONTAINING within these metes and bounds 475.52 acres (20,713,669 square feet) of land, more or less.

East Dock Metes and Bounds

6.0620-Acre Tract "EAST DOCK SITE"

FIELD NOTES to describe an exhibit of a 6.0620-acre tract of submerged lands herein referred to as the "East Dock Site" being a portion of a called 930.28-acre tract known as Tract II and a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, both in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in Document No. 1998005467, Official Records, Nueces County, Texas and being out of a called 2496.66 acre tract as recorded in Volume 458, Page 469, Deed Records, San Patricio County, Texas also being out of a portion of the T.T. Williamson Survey, Abstract 288, in San Patricio County, Texas and the State of Texas Submerged Land Tracts, Tract I, in Nueces County, Texas, said 6.0620-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 86°23'30" East a distance of 2,042.49 feet to a 5/8" iron rod found for an exterior corner of a 475 .52 acre tract of land recently surveyed and monumented in November 2012 within the limits of said 1089.34 acre tract for an exterior corner of the 6.0620-acre tract herein described for the **POINT OF BEGINNING**;

THENCE North 78°20'12" East, along the south line of said 475.52-acre tract, a distance of 198.27 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract;

THENCE South 11°39'48" East, a distance of 165.33 feet to a point for an interior corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 68.77 feet to a point for the northwest corner of a called 58.07-acre tract of submerged lands known as Tract I, Parcel 6 described in a deed to BPU Reynolds, Inc. as recorded in Document No. 2001000017, Deed Records, Nueces County, Texas for the northeast corner of the herein described tract;

THENCE South 07°00'40" East, along the west line of said 58 .07-acre tract, a distance of 260.60 feet to a point for the southwest corner of said 58.07-acre tract, for a bend point in the P.O.C.C.A. North Bulkhead Line, and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1060.00 feet to a point for the southwest corner of the herein described tract; **THENCE** North 11°39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20'12" East, a distance of 797.71 feet to a point for an interior corner of the herein described tract;

THENCE North 07°29'58" West, a distance of 225.67 feet to a 5/8" iron rod found for an exterior corner of said 475.52-acre tract and for an exterior corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 6.0620 acres (264,060 square feet) of land, more or less.

West Dock Metes and Bounds

4.7291-Acre Tract "WEST DOCK SITE"

FIELD NOTES to describe an exhibit of a 4.7291-acre tract of submerged lands herein referred to as the "West Dock Site" being a portion of a called 21.98-acre tract known as Tract IV - Submerged Tract, in "Exhibit A" of a called 1089.34-acre tract described in a deed to the Port of Corpus Christi Authority of Nueces County, Texas as recorded in

Document No. 1998005467, Official Records, Nueces County, Texas and being out of the State of Texas Submerged Land Tracts, Tract 1, in Nueces County, Texas, said 4.7291 acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk set in concrete known as a United States National Geodetic Survey monument marked "Quintana 1933", said monument having Texas State Plane Coordinates of X= 1377525.05 and Y= 17211356.21, thence South 68°14'28" East a distance of 1,385.35 feet to a point for the northwest corner of a called 6.0620 acre tract referred to as the "East Dock Site", described by separate instrument, and for the northeast corner of the herein described tract for the POINT OF BEGINNING;

THENCE South 11 °39'48" East, along the common line of said 4.7291-acre tract and the 6.0620 acre tract, a distance of 200.00 feet to a point on the P.O.C.C.A. North Bulkhead Line for the southwest corner of said 6.0620-acre tract and for the southeast corner of the herein described tract;

THENCE South 78°20'12" West, along said north bulkhead line, a distance of 1030.00 feet to a point for the southwest corner of the herein described tract;

THENCE North 11 °39'48" West, a distance of 200.00 feet to a point for the northwest corner of the herein described tract;

THENCE North 78°20' 12" East, being 200 feet north and parallel to the north bulkhead line, a distance of 1030.00 feet to a point for the northwest corner of said 6.0620 acre tract and for the northeast corner of the herein described tract and the POINT OF BEGINNING, CONTAINING within

EXHIBIT 3

DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY

voestalpine Texas LLC plans to construct marine dock facilities within Corpus Christi ISD that are an integral part of, and used in connection with, the adjacent direct reduced iron ("DRI") manufacturing plant that is planned to be constructed in Gregory-Portland ISD. The shoreline of Corpus Christi Bay is the boundary line between Corpus Christi ISD and Gregory-Portland ISD.

A separate Application for Appraised Value Limitation on Qualified Property has been filed with Gregory-Portland ISD. The application submitted to GPISD contains the investment and estimated market value of the DRI plant facility, which will produce hot briquetted iron ("HBI") with an estimated annual production of 2,000,000 metric tons, and are not included in this application.

Handling the in-bound and out-bound materials requires the construction of two marine docks. These docks are approximately 1,000 feet long and 200 feet wide and will be connected to the manufacturing plant by conveyors to move raw materials and finished goods. The high-performance docks will also include unloading cranes, ship loaders, and auxiliary support equipment necessary for dock functionality. The equipment is designed to handle 3.0 million metric tons of iron ore pellets and 2.0 million tonnes of HBI annually. The dock improvements cover an area of approximately 10.8 acres out of the 475.52 acre reinvestment zone.