State Incentives

Texas takes the initiative to invest in its future by offering competitive incentives to companies who are creating jobs and driving innovation in Texas. The incentives in this section are a summary of the most commonly utilized state offerings.

- Texas Enterprise Fund (TEF) is the largest "deal closing" fund of its kind in the nation. The fund is used as a final incentive tool for projects that offer significant projected job creation and capital investment and where a single Texas site is competing with another viable out-of-state option.
- Texas Emerging Technology Fund (TETF) provides Texas with an unparalleled advantage in the research, development, and commercialization of emerging technologies by offering grants to recruit the best research talent in the world and to help companies take ideas from concept to development to the marketplace.
- Financing. Texas is committed to facilitating funding for companies and communities with expansion and relocation projects in the state. Asset-based loans for companies, leveraged loans to communities, and tax-exempt bond financing are just a few means of obtaining the capital necessary for a successful project.
- Grants. From public infrastructure projects in non-entitlement communities to cancer research and laboratory facility construction, several types of grants are available to Texas communities and businesses.
- Tax incentives. Both the state and local communities offer a variety of tax incentives and innovative solutions for businesses

City of Donna Incentives

- Donna Economic Development Corporation (DEDC) will consider funding all or partial costs in infrastructure such as water, sanitary sewer, drainage, natural gas lines and roads necessary to bring a project to fruition.
- The City of Donna will consider tax abatements of multiple years based on total investment and/or employment opportunities.
- The Donna Economic Development Corporation (DEDC) owns an industrial park with multiple lots and can consider other combination of incentives listed above.

Tax Increment Financing (TIF)

This is a tool that local governments can use to publicly finance needed structural improvements and enhanced infrastructure within a defined area. These improvements usually are undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The cost of improvements to the area is repaid by the contribution of future tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements. Tax Increment Financing may be initiated only by a City. Once a City has initiated tax increment financing, counties, school districts, and special districts are allowed to consider participating in the tax increment financing agreement. The Tax Increment Financing allows for the financing of much of the infrastructure in the area including acquiring or renovating deteriorated, blighted or underdeveloped areas: acquiring or construction of public works, including utilities, streets, water and sewer facilities, pedestrian malls, parks, flood and drainage facilities, educational facilities, or parking facilities. Upon creation of the Tax Increment Financing, a base value is established within the reinvestment zone. Any incremental increase in value, the captured value, may be taxed to repay certain debt or obligations within the zone. The captured value only applies to real property. The Tax Increment Finance may not tax personal property.

Hidalgo County Incentives

ORDER ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective June 26, 2012, to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code, which guidelines and criteria have now expired.

WHEREAS, the Commissioners Court of Hidalgo County having considered Hidalgo County's tax abatement program, determined at the December 16, 2014, Commissioners Court meeting to adopt new guidelines and criteria for granting tax abatements in order to better provide for the stimulation of economic development in Hidalgo County and now desires to formalize the order regarding such adoption.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED this the 22nd day of December, 2014, by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

Ramon Garcia
RAMON GARCIA
County Judge

A.C. Cuellar, Jr.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS, HALL AND RODRIGUZ L.L.P.

By: _____
STEPHEN L. CRAIN

EXHIBIT A

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective December 22, 2014

I. General Purpose and Objectives

The County is committed to the promotion of high quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Certain types of investment result in the creation of new jobs, new income and provide for positive economic growth which is beneficial to the County as a whole. The County will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines and criteria outlined in this document. The County is not obligated to grant tax abatement to any applicant and nothing herein will imply or suggest that the County is under any obligation to provide tax abatement to any applicant or with respect to any project. All applicants will be considered on a case-by-case basis, and the decision to approve or deny tax abatement to any particular applicant will be at the discretion of the Commissioners Court of the County. As provided in section 312.002(d) of the Texas Tax Code, adoption of these guidelines and criteria does not (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement, (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether the Commissioners Court should consider a particular application for tax abatement or (3) create any property, contract or other legal right in any person to have the County consider or grant a specific application or request for tax abatement. Tax abatement agreements are made with the owners or lessees of real property to exempt from taxation a portion of the value of the real property or of tangible personal property, or both. The duration of an agreement may be for a period of time determined appropriate by the Commissioners Court of the County, based on the productive life of the improvements and consistent with the provisions of these Guidelines and Criteria, but, in accordance with state law, in no case will the term of the tax abatement extend for more than ten (10) years. Special terms and conditions may be set in the agreement governing each specific tax abatement.

II. Definitions

A."Abatement" means the full or partial exemption from ad valorem taxes of eligible properties in a reinvestment zone designated as such for economic development purposes.

B."Agreement" means a contractual agreement for the purpose of Abatement during a Tax Abatement Period between (i) an Owner and/or a Lessee of eligible property and (ii) a taxing authority.

C."Applicant" means the Owner and/or Lessee who submits an Application to the County in accordance with these Guidelines and Criteria.

D."Application" means the written application and all related materials submitted to the County by the Applicant to request an Abatement hereunder.

E. "Base Year Value" means the taxable value of the Applicant's real and Personal Property of a type eligible for Abatement (which excludes inventory and supplies) located in a designated reinvestment zone on January 1 of the year of the execution of the Agreement.

F. "Capital Cost" means the amount expended by the Owner or Lessee, as the case may be, on or after the date of the applicable Agreement on eligible Improvements to Real Property or acquisition of eligible Personal Property needed to commence a Project or operations. Capital Cost expressly excludes amounts expended by the County or other governmental entities and any amounts expended with respect to ineligible property.

G."Commissioners Court" means the elected governing body of the County.

H. "County" means the County of Hidalgo, a political subdivision of the State of Texas.

I. "Economic Life" means the number of years a property qualifies for depreciation under the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System, which may be extended in the discretion of the County, upon evidence presented by the Applicant as to the expected Productive Life of the property.

J. "Eligible Education Facility" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which, when constructed or completed, will be leased to a public school district, community college district, or state-supported institution of higher education, for the entire term of the proposed Abatement, and which will contribute to the economic development of the County.

K."Eligible Facility" means a new, expanded or modernized building, structure or related buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting Abatement to contribute to the retention or expansion of Primary Employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of the County, but does not include a Facility, other than a utility, which is intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, a restaurant or a retail sales establishment.

L."Expansion" means the addition of buildings, structures, fixed machinery, and/or equipment for the purpose of increasing production capacity or revenues.

M."Extraordinary Impact" means a Project where the Capital Cost is at least equal to $25,000,000.00 or which creates at least 500 Jobs.

N."Facility" means property Improvements, including eligible Personal Property, completed or in the process of construction which together comprise an integral whole.

O."Guidelines and Criteria" mean these guidelines and criteria for granting Abatement in the County.

P."Improvement" means a building, structure, fixture, or fence erected on or affixed to land, or a transportable structure designed to be occupied for residential or business purposes, whether or not it is affixed to land, if the owner of the structure owns or leases the land on which it is located, unless the structure is unoccupied and held for sale or normally is located at a particular place only temporarily.

Q. "Initial Period" has the meaning set forth in Section III(G)(1)b below.

R."Job" means a permanent, full-time employment position, hired directly or contracted through another entity, that has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the employer's designation of such position, does not qualify as a "Job" for purposes of these Guidelines and Criteria.

S. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease agreement with a Lessor. A lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

T."Lessor" means the owner of an Eligible Facility or of the Real Property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.

U."Modernization" means the replacement and upgrading of existing Facilities which increase the productive input or output, updates the technology, or substantially lowers the unit costs of operation, and extends the economic life of the Facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It will not be for the purpose of renovation, reconditioning, refurbishing, repairing, or completion of deferred maintenance, except in reinvestment zones established based on conditions of economic impairment.

V."New Facility" means a Facility on Real Property previously undeveloped, which is placed into service by means other than Expansion or Modernization.

W. "Newly Created Value" means the difference between the Taxable Property Value in the base year and the Taxable Property Value at the time the value is being newly calculated.

X. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.

Y. "Personal Property" means property that is not Real Property, and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Z. "Primary Employment" means retention or creation of new Jobs for residents of the County as a result of new, expanded or modernized building Projects.

AA."Prior Application" has the meaning set forth in Section IV(A)(12)(a)(i) below.

BB. "Productive Life" means the number of years a property Improvements is expected to be in service in a Facility.

CC. "Project" means the proposed planned undertaking consisting of New Facilities and/or Modernization of Existing Facilities for which Abatement is requested.

DD."Real Property" means land, Improvements, a mine or quarry, minerals in place, standing timber; or an estate, other than a mortgage or deed of trust creating a lien on property or an interest securing payment or performance of an obligation, in a property enumerated above.

EE."Reinvestment Zone" is (i) an area designated as such for the purpose of Abatement as authorized by the Property Redevelopment and Tax Abatement Act, Sections 312.401 or 312.201 of the Texas Tax Code or (ii) an area designated as an enterprise zone under Chapter 2303 of the Texas Government Code as authorized by the Property Redevelopment and Tax Abatement Act, Section 312.4011 of the Texas Tax Code.

FF."Tax Abatement Period" means the period not exceeding ten years commencing on the January 1st occurring after execution of the Agreement or such later January 1st in accordance with these Guidelines and Criteria as is specified in the Agreement.

GG. "Taxable Property Value" means the value of the Property being valued as determined by deducting from the assessed value of such Property, as recorded by the Hidalgo County Appraisal District, the amount of any applicable exemption as defined by the Texas Property Tax Code.

III. Abatement Authorized

A. Eligible Facilities. Abatement may be granted for New Facilities and for Expansion or Modernization of Existing Facilities. The Economic Life of a Facility and/or eligible property must exceed the duration of the Abatement.

B. Eligible Property. Abatement may be applied to both Real and Personal Property used at an Eligible Facility for business purposes, excluding all ineligible property.

C. Ineligible Property. The following types of property will be fully taxable and ineligible for Abatement: (i) land, (ii) inventory, supplies, tools, furnishings and other forms of moveable Personal Property, (iii) housing, (iv) deferred maintenance, and (v) property to be rented or leased except as provided in subsection E. of this Section III. No reference to property (real or personal) herein shall be deemed to incorporate any ineligible property into any calculation of investment or Abatement.

D. New Value. Abatement may only be granted for the Newly Created Value of eligible property Improvements made subsequent to and specified in an agreement between the County and the Owner and/or Lessee, subject to such limitations as the County may impose.

E. Leased Facilities. If a leased Facility is granted Abatement, the agreement will be executed by the Lessee and, if required by the County, by the Lessor. If the County requires both Lessee and Lessor to be parties to the agreement, the agreement will not be in effect unless both Lessee and Lessor execute the agreement.

F. Eligibility Criteria. In order to be considered for Abatement, eligible Facilities must be located in a reinvestment zone and result in a minimum added value of $1,500,001 in real and business Personal Property or the creation of at least 26 full-time Jobs.

G. Criteria and Value of Abatement. Abatement may be granted for eligible Facilities on all or a portion of the Newly Created Value of eligible property according to the following:

(1) An Owner and/or Lessee, as the case may be, of Real Property where an Eligible Facility is located prior to the inception of the Project subject to an agreement or on which an Eligible Facility will be constructed as part of the Project, must agree to expend a designated sum of money as the Capital Cost of the Project and/or provide a certain number of Jobs in order to qualify for an Abatement and must expend at least the sum agreed to as the Capital Cost of the Project and provide at least the agreed number of Jobs in accordance with the agreement in order to receive such Abatement.

(a) General. Except with respect to Extraordinary Impact Projects in which subsection III.G.(1)(b) below applies, the percent of value to be abated will be determined by the greater percentage for which the Project qualifies as set forth below based on the Capital Cost expended by the Owner and/or Lessee, as the case may be, in the Project or the number of Jobs created:

Percent of Increase in Property Value to be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0 – 25
25%	$1,500,001 up to and including $5,000,000	26 – 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

(b) Extraordinary Impact Projects. The Owner and/or Lessee may, in lieu of the schedule set forth in subsection (a) above, opt for the following provisions if the Capital Cost is at least equal to $25,000,000.00 or the Project creates at least 500 Jobs:

Percent of Increase in Property Value to be Abated	During Year of Tax Abatement Period
100%	Initial Period
90%	First Year after Initial Period
80%	Second Year after Initial Period
70%	Third Year after Initial Period
60%	Fourth Year after Initial Period
50%	Fifth Year after Initial Period
40%	Sixth and subsequent Years after Initial Period

The "Initial Period" is the first one to four years of the Tax Abatement Period, determined as follows: the Initial Period commences on the January 1 following execution of the Agreement (or such later January 1 as may be agreed to in the Agreement, provided such January 1 is not more than 3 years after execution of the Agreement) and ends on the earlier of the fourth December 31 occurring after such January 1 and the December 31 occurring after substantial completion of construction of Improvements. Regardless of the length of the Initial Period, the Tax Abatement Period shall not exceed ten years. The Owner or Lessee (or both if both are parties to the Agreement) must make such election in the Agreement. In the event the parties have opted for this provision but it is later determined that the actual Capital Cost or Jobs do not qualify for this provision, the provisions of subsection (a) above will apply in lieu of the provisions of this subsection (b) and any taxes abated prior to the determination that this provision was inapplicable in excess of the amount that would have been abated pursuant to subsection (a) above shall be immediate recaptured and paid by Owner and/or Lessee.

(2) Only the Newly Created Value will be eligible for Abatement. The applicable percentage set forth in subsection (G)(1) of this Section III (based on whether the Capital Cost of the Project or Job creation results in a higher percentage and whether, if applicable, the Extraordinary Impact provision was opted for in the Agreement) is applicable only to the Newly Created Value of Real Property at the Eligible Facility and of Personal Property owned by the Owner or the Lessee at the Eligible Facility as determined by the Hidalgo County Appraisal District and these Guidelines and Criteria.

(3) The length of the Tax Abatement Period shall not exceed ten (10) years. The Tax Abatement Period shall start on a January 1 not later than the later of (i) the third January 1 occurring after the successful completion of the development, redevelopment or Improvements of the Project as specified in the Agreement or (ii) the fourth January 1 occurring after execution of the Agreement. The Abatement of the Real and Personal Property during the Tax Abatement Period shall only be received to the extent its Taxable Property Value for that year exceeds its Taxable Property Value for the year in which the Agreement is executed, such that only Newly Created Value will be abated.

(4) As an additional incentive to create and sustain Jobs, any Abatement based upon Job creation will be subject to increases or decreases in subsequent tax years based on the level of Jobs added or lost. For example, a Project that initially creates thirty (30) Jobs is eligible for a 25% Abatement. In

the second year of the Tax Abatement Period, if twenty-one (21) additional Jobs are added, the Abatement will then increase to 50% (although such increased Abatement shall not apply retroactively), and so on as Jobs are created during the Tax Abatement Period. Conversely, if Jobs are reduced, the percent of Abatement will also be reduced.

(5) With respect to any Abatement based upon Capital Cost, the percent of value to be abated may qualify for increases in subsequent tax years based upon additional capital Improvements. For example, a Project that initially has a Capital Cost of $2,500,000.00, is eligible for 25% Abatement. In the second year of the Tax Abatement Period, if additional qualifying capital Improvements are made in the total amount of $3,000,000, the Abatement may then increase to 50% upon Commissioners' Court approval (although such increased Abatement shall not apply retroactively).

(6) Improvements, Expansions or Modernizations must not be expected to solely or primarily have the effect of transferring employment from one part of the County to another part of the County.

(7) The Project must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the County

H. Standards of Tax Abatement. The following factors, among others, will be considered in determining whether to grant Abatement and, if so, the percentage of value to be abated and duration of Abatement.

(1) value of land and existing Improvements, if any;

(2) type and value of proposed Improvements;

(3) Productive Life of proposed Improvements;

(4) number of existing Jobs to be retained by proposed Improvements;

(5) number and type of new Jobs to be created by proposed Improvements;

(6) whether the new Jobs to be created will be filled by persons residing within the County;

(7) amount property tax base valuation will be increased during term of Abatement, which will include a definitive commitment that (i) such increase in valuation will not in any case be less than $1,500,001, or (ii) no less than 26 Jobs will be created;

(8) the costs to be incurred by the County to provide facilities or services directly resulting from the new Improvements;

(9) the amount of ad valorem taxes to be paid to the County during the Tax Abatement Period considering (a) the existing values, (b) the percentage of new value abated, (c) the Tax Abatement Period, and (d) the value after expiration of the Tax Abatement Period;

(10) the types and values of public improvements, if any, to be made by the Applicant seeking Abatement;

(11) whether the proposed Improvements compete with existing businesses to the detriment of the local economy;

(12) the impact on the business opportunities of existing businesses;

(13) the attraction of new businesses to the area;

(14) whether the Project is environmentally compatible with no adverse impact on quality of life, including whether the Project or portions thereof will meet U.S. Green Building Council Leadership in Energy and Environmental Design Program (LEED) Standards/Certification; and

(15) whether the Real Property is in an improvement project financed by tax increment bonds.

Each Eligible Facility will be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be entirely denied or may be granted to the extent deemed appropriate after full evaluation.

I. In addition to other Abatements authorized hereunder, Abatement may be granted for an Eligible Education Facility as provided in this subsection I. The provisions of subsections III. G.(1), G.(2) (excluding the first sentence), G.(4), G.(5), and H.(7), of these Guidelines and Criteria will not apply to Abatements for Eligible Education Facilities. The term of the Abatement for an Eligible Education Facility will be established by the Commissioners Court at the time the Abatement is granted, but in no event will exceed the maximum term permitted under the Texas Tax Code.

IV. Procedural Guidelines

A. Preliminary Application Steps: Any person, organization, corporation or other entity meeting the Abatement guidelines may request Abatement by contacting the County Judge's Office Economic Development Division and filing a written Application with the County in conformance with the following procedural guidelines. Consideration will be

given to written requests from Applicants for the confidentiality of proprietary information, consistent with state law, including without limitation Section 312.003 of the Texas Tax Code and Section 552 of the Texas Government Code.

(1) An Application form approved by the County and in the form attached to these Guidelines and Criteria must be completed and submitted to the appropriate office or any other office or official designated by the County, with all of the information and documents specified therein and herein, prior to commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or new Facility by the Applicant. Commencement of construction is considered to have taken place when any one of the following has occurred:

(a) If more than ninety days has passed since an Abatement Agreement with the municipality has been executed (if applicable);

(b) If a building permit has been issued for construction not associated with mitigating an environmental hazard;

(c) If the Project's site has been cleared and prepared for development;

(d) If construction (including renovations or tenant finish-out) has begun;

(e) If site specific infrastructure has begun to be installed; or

(f) If equipment, inventory, or employees have been relocated to the new site.

A complete Application, with all of the information and documentation specified therein and herein, must be submitted to the appropriate office or any other office or official designated by the County no later than October 1, in order to have an Agreement considered and executed in the same year that the Application is submitted to the County.

(2) The Application will require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the Applicant. This may include an economic feasibility study including a detailed list of estimated Improvements costs, a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, and historical financial statements and statements of revenues, expenses, net income and cash

flow for the first five years of the Project, which have been audited, reviewed or compiled by a certified public accountant.

(3) Applicant will prepare a descriptive list of the eligible Improvements for which Abatement is requested. This will include the class life of the Improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System and, if applicable, any documentation supporting a longer Economic Life of such Improvements.

(4) Applicant will prepare a plat or map showing the precise location of the property, location of proposed Improvements, all roadways within five hundred feet (500') of the site, and all existing land uses and zoning within five hundred feet (500') of the site. The correct legal description of the Real Property must be provided.

(5) Applicant will address all criteria outlined in Section III.H. of these Guidelines and Criteria in letter format. In the case of a Modernization or Eligible Facility, Applicant will also include a statement of the Facility's current property value, stated separately for Real and Personal Property.

(6) Applicant will prepare a time schedule for undertaking and completing the planned Improvements.

(7) Applicant will provide a tax certificate verifying that no taxes are past due on Applicant's (and, if Applicant is not the Owner of the Real Property or Facility, the Owner's) property located within the proposed reinvestment zone; provided, however, that with respect to Extraordinary Impact Projects where Applicant is not the Owner of the Real Property on which the Facility is or will be located, Commissioners Court may opt to limit the Real Property for which such certificates are required if deemed appropriate under the circumstances.

(8) Applicant will provide a copy of the underlying lease if Applicant is a Lessee of the Facility.

(9) Applicant will provide a copy of the contract between the Applicant and any employment agency acting as the employer of the employees of eligible Jobs pursuant to such contract.

(10) Applicant will provide copies of the immediately preceding quarterly reports filled with the Texas Workforce Commission, documenting the current number of permanent full time employees.

(11) Applicant will provide a current copy of any Enterprise Zone Map identifying the property location.

(12) Applicant shall pay to the County a non-refundable application fee of $1,000 at the time of submission of the Application unless

(a) the Applicant meets all of the following criteria:

(i) during the twelve months immediately preceding the submission of the Application, the Applicant submitted an Application for an Abatement to the County (the "Prior Application");

(ii) during such twelve month period, the Applicant paid the $1,000 fee to the County with respect to the Prior Application;

(iii) neither the Applicant nor any other party has received or will receive any Abatement with respect to such Prior Application; and

(iv) the Commissioners Court deems such new Application to be substantially similar to the Prior Application; or

(b) the total Abatement that the Applicant is requesting is less than and capped at (i) $1,000 per year and/or (ii) $10,000 in the aggregate over the life of the Abatement.

Applicant understands and, by submitting an Application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's Application and shall not be refunded in the event the Application is withdrawn by Applicant or denied by the County. Applicant will submit along with the Application a copy of the receipt issued from the Hidalgo County Treasurer evidencing payment of the application fee.

B. Application Review Steps: Upon receipt of a completed Application, the County will distribute copies of the Application to the appropriate County departments for internal review and comments. The County may request additional information as needed to determine Applicant's eligibility for Abatement according to Sections III A., B. and F and to review the factors set forth in Section III.H.

C. Timing Provisions.

(1) Notwithstanding any provision to the contrary in Sections IV or V of these Guidelines and Criteria, to the extent allowable under applicable law, the Commissioners Court in its discretion may:

(i) allow additional time for compliance with the requirements in Sections IV and V of these Guidelines and Criteria with respect to any Applications received after October 1 of the calendar year and may consider, approve and enter into an Agreement during the calendar year in which the

Application was received after October 1 if the Commissioners Court in its discretion determines the County had adequate time to review and consider the Application and the Agreement, and

(ii) consider and approve an Abatement and enter into an Agreement prior to receipt of all required information, provided that if such Abatement is granted the Agreement requires the Owner and/or Lessee, as the case may be, to comply with any such provisions within thirty days of the date of the Agreement and allows the County to terminate the Agreement in the event any conditions in the Agreement are not timely met.

(2) Provided commencement of construction as defined in Section IV.A.(1) above has not occurred prior to submission of the complete Application as set forth herein, the commencement of construction by (x) the taking of actions specified in Section IV.A.(1)(a-c) above by the Owner and/or Lessee or (y) the taking of any of the actions specified in Section IV.A.(1)(a-e) above by the Owner and/or Lessee after approval by the Commissioners Court of an Agreement but prior to execution of the Agreement shall not be a bar to the County subsequently executing the Agreement based on these Guidelines and Criteria and the terms approved by the Commissioners Court with the Owner and/or Lessee, as applicable; provided that (i) with respect to any such activity undertaken prior to Commissioners Court granting of an Abatement that the Abatement may not be granted at the discretion of the Commissioners Court and (ii) that the Applicant, Owner and/or Lessee, as the case may be, commence activity related to the Project at their own risk, and with respect to (y) above, in the event, prior to execution of the Agreement, any discrepancy or dispute over the terms of the Agreement arise that the Commissioners Court retains its discretion to not enter into such Agreement. For purposes of this subsection (2), a complete Application is an Application that, in the opinion of the County, meets all of the requirements of the Guidelines and Criteria excluding only any additional materials requested by the County but not expressly specified in the Guidelines and Criteria.

V. Consideration of Application and Adoption of Agreement

A. When the County considers an Abatement request, it will consider the feasibility and impact of the proposed Abatement by making an estimate of the economic effect of the Abatement of taxes and the benefit to the property to be covered by the Abatement and to the taxing authorities involved.

B. In accordance with Section 312.401(b) of the Texas Tax Code, the Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of Primary Employment or would attract major investment in the reinvestment zone that would be a benefit to the property to be included in the reinvestment zone and would contribute to the economic development of the County. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh day before the date of the hearing, the Commissioners Court will give notice of the hearing in accordance with Sections 312.401(b) and 312.201(d) of the Texas Tax Code. Pursuant to Section 312.4011, designation of an area as an enterprise zone under Chapter 2303, Texas Government Code, constitutes designation of the area as a reinvestment zone without further action by the County.

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an Agreement between the County and the Applicant governing the provision of the Abatement within the reinvestment zone only after the Applicant has forwarded all necessary information and documentation to the County. The County will notify the Applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an Agreement if it finds that the request for the Abatement was filed after the commencement of construction, alterations, or installation of Improvements related to a proposed Modernization, Expansion or New Facility by the Applicant except as provided in subsection V.C.(2) below. Any Improvements performed by a taxing entity in anticipation of a Project will not be subject to this subsection C(1).

(2) The decision to provide any Abatement will be considered on a case by case basis, in accordance with these Guidelines and Criteria, and at the discretion of the Commissioners Court who, with respect to Applicants concerning Projects of Extraordinary Impact may waive Subsection IV(A)(1)(b) if reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the Abatement.

D. Not later than the seventh day before the date on which the County enters into an Agreement, the County will deliver, as provided by Section 312.2041 of the Tax Code, to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the Agreement is located a written notice that the County intends to enter into the Agreement. The notice will include a copy of the proposed Agreement.

E. The governing bodies of the appropriate taxing authorities may consider ratification of and participation in the Agreement between the County and the Applicant.

F. After approval, the County will formally pass an Order and execute an Agreement with the Owner and/or Lessee of the Facility as required. Such Agreement prior to execution will be reviewed by legal counsel for the County and the Owner and/or Lessee, as applicable. Such Agreement shall be subject to the rights of holders of outstanding bonds of the County and shall be entered into by the County on the condition that the Owner and/or the Lessee, as applicable, makes specific Improvements or repairs to the property.

Except as otherwise specified in these Guidelines and Criteria, the Abatement in each Agreement shall take effect on January 1 of the next tax year after the date the Improvements or repairs are substantially completed. Each Agreement must include the terms required under Section 312.205 or the Texas Tax Code and will address various issues, including, but not limited to, the following:

(1) General description of the Project;

(2) The percent of value to be abated each year;

(3) Estimated value of the Abatement including the Base Year Value;

(4) Duration of the Abatement, including the commencement date and the termination date;

(5) Legal description of the Real Property;

(6) Kind, number, location and timetable of planned Improvements;

(7) Specific terms and conditions to be met by Applicant;

(8) The proposed use of the Facility and nature of construction;

(9) A plat or map showing the precise location of the Real Property, including the location within the enterprise zone and Improvements and proposed Improvements on the Real Property;

(10) Contractual obligations in the event of default, violation of terms conditions, delinquent taxes, recapture, administration and assignment; and

(11) Size of investment and average number of new Jobs created.

VI. Denial of Abatement

A. All eligible Applications for Abatement will be considered on a case-by-case basis and except for the instances set forth in Section VI.B. herein, the decision to approve or deny Abatement will be made at the discretion of the Commissioners Court in accordance with these Guidelines and Criteria.

B. The Commissioners Court shall not authorize either a reinvestment zone or an Agreement if it is determined that:

(1) there would be an adverse impact on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity to complete the Project;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws exist;

(5) the property is in an improvement project financed by tax increment bonds; or

(6) there exists any other reason that is deemed appropriate by the Commissioners Court.

C. Nothing herein will imply or suggest that the County is under any obligations or duty to provide Abatement to any eligible Applicant, or that any Applicant has an entitlement to Abatement except as may be determined on a case-by-case basis by the Commissioners Court.

VII. Taxability

From the execution of the Agreement to the end of the Tax Abatement Period, taxes will be payable as follows:

(a) The value of ineligible property will be fully taxable;

(b) The Base Year Value of existing eligible property as determined each year will be fully taxable;

(c) The additional value of eligible property will be taxable in the manner and for the period provided for in the Agreement; and

(d) The additional value of eligible property will be fully taxable at the end of the Tax Abatement Period.

VIII. Recapture

A. The County will be entitled to terminate the Agreement and shall recapture all or part of the taxes abated, upon the occurrence of one or more of the following events:

(1) If the Owner or Lessee fails to commence operation of the Facility and the provision of the applicable product or service within the time provided in the Agreement.

(2) If, at any time after commencement of operation of the Facility, the Owner or Lessee voluntarily ceases to produce a product or service at the Facility or to otherwise operate the Facility for a continuous period of one (1) year or, with respect to Extraordinary Impact Projects in which the Agreement so provides, eighteen (18) months;

(2) If the Owner or Lessee allows its ad valorem taxes owed to the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest;

(3) If the Owner or Lessee relocates the Job creating activity outside the reinvestment zone;

(4) Upon the Owner's or Lessee's breach of the Agreement;

(5) As the County and the Owner and/or Lessee may otherwise agree in the Agreement; or

(6) In the case of an Abatement for an eligible educational Facility, the educational institution named in the Agreement terminates the lease on the property or otherwise ceases to use and occupy the property for educational purposes, and the property Owner fails to secure a new tenant that qualifies the Facility for continued Abatement under these Guidelines and Criteria within one hundred twenty (120) days of the expiration or other cessation of the use of the property for educational purposes.

B. Should the County determine that a party is in default according to the terms and conditions of the Agreement, the County will notify the party in writing at the address stated in the Agreement, and if such default is not cured within the applicable Cure Period (as defined below), then the Agreement may be terminated by the County pursuant to an Order adopted by the Commissioners Court as set forth in C below. The Cure Period is thirty (30) days from the date of the notice, or if so provided in the Agreement with respect to any Extraordinary Impact Project sixty (60) days and, if further provided in the Agreement, ninety (90) days with respect to a default caused by a force majeure event as such event is defined in the Agreement.

C. The County by an Order adopted by the Commissioners Court will have the right to terminate the Agreement and shall recapture all or a part of the abated taxes based on the following schedule and formula:

RECAPTURE SCHEDULE

YEAR OF TAX ABATEMENT PERIOD IN WHICH RECAPTURE EVENT OCCURS	*COUNTY WILL RECAPTURE FOLLOWING PERCENTAGE OF TOTAL TAXES PREVIOUSLY ABATED:*
1-5	100%
6	85%
7	75%
8	65%
9	55%
10	45%

FORMULA: The Recapture Formula Will Be:

Total Taxes Abated	**X**	Applicable Percentage from above schedule	=	Amount to be Recaptured

D. A Lessee or Owner who is a party to an Agreement that has been terminated or pursuant to which abated taxes have been ordered to be recaptured may appeal the Commissioners Court decision recapturing or terminating the Agreement. In order to make an appeal, the party to the Agreement must submit, within thirty (30) days of the Order by Commissioners Court recapturing or terminating the Agreement, a written notice to the County and to any other party to the Agreement specifying the grounds on which the party will be appealing the decision and requesting that the matter of the appeal be placed on the Commissioners Court agenda for the next Commissioners Court meeting occurring not less than three days following receipt by the County of the written request. The party appealing the decision may appear at the Commissioners Court meeting to discuss the appeal.

IX. Administration

A. Access to Facility. Each Agreement will stipulate that employees and/or designated representatives of the County 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. The County may execute a contract with any other jurisdiction(s) to conduct such inspections of the Facility. All inspections will be conducted in a manner as to not unreasonably interfere with the construction and/or operation of the Facility; provided, however that the County may conduct "spot" inspections requiring no advance notification (unless appropriate personnel are usually not onsite at the Facility to allow safe access to the Facility and due to safety concerns escorts are needed for County personnel, in which event the Agreement shall provide for notice and for the Owner and/or Lessee to provide escorts on a timely basis). All inspections will be made with one or more representatives of the Owner, Lessor or Lessee, and in accordance with such party's safety standards.

B. Reports, Audits and Inspections: Owners and Lessees of Facilities for which Abatement is granted will annually certify to taxing authorities that they are in compliance with the terms of the Agreement. In addition, such Owners and Lessees will provide reports and records reasonably necessary to support each year of the Agreement. Such reports and records will include information supporting Job creation and retention requirements, information on property purchases, and status reports on the Project's progress. Reports supporting Job creation and retention shall include Texas Workforce Commission Reports (all Social Security numbers must be redacted prior to submitting such reports to the County) submitted to the State Comptroller on a quarterly basis and a breakdown of all Jobs with total annual hours per Job. Upon completion of a Project, Owners and/or Lessees, as applicable, will provide taxing authorities with a final report (i) describing all property for which Abatement is granted, (ii) providing documentation of the final Capital Cost and (iii) certifying the number of Jobs created. This final report will be accompanied by the opinion of an independent certified public accountant as to its accuracy and completeness. Taxing authorities will periodically evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement. Taxing authorities will have the right to audit the books and records related to the eligible property and supporting the eligible property reports.

C. Transfer or Assignment. An Agreement for Abatement may be transferred or assigned by the original Applicant to a new Owner/Lessor or Lessee of the same Facility only upon the approval of the Commissioners Court, which will not grant such approval without (i) sufficient proof of the financial capacity of the transferee or assignee and (ii) all conditions and obligations in the Agreement being guaranteed by the execution of a new Agreement with the County. No assignment or transfer will be approved if any party to the existing Agreement or any proposed new party is (i) liable to any jurisdiction in the County for outstanding taxes or other obligations or (ii) delinquent in the payment of ad valorem taxes to any taxing unit located in the County. Approval of a transfer or assignment will not be unreasonably withheld. In addition, the Agreement for Abatement for an Extraordinary Impact Project may allow for collateral assignment in connection with the financing of the Project without obtaining such approval; provided the assignee

is not delinquent on any taxes to the County and the Owner, Lessor or Lessee, as applicable, provides written notice to the County within thirty (30) days.

X. Tax Abatement by Other Taxing Units

A. Other Taxing Entities. Section 312.206(a) of the Tax Code allows the County, when a municipality has entered into an Agreement with an Owner and/or a Lessee, to enter into an Agreement with the same Owner and/or Lessee under different terms and conditions than those contained in the municipality's Agreement with the Owner and/or Lessee. When an Application for Abatement is originated with a taxing entity other than the County, the taxing entity desiring the County to provide Abatement to the same Applicant will cause the Applicant to file an Application requesting Abatement with the County and such Application will include the information requested by the County for Abatements originating with the County and shall also include a copy of the Agreement between the Applicant and the municipality or other taxing entity and such other documentation as may be requested by the County. Such Abatements will be considered in accordance with the provisions of these Guidelines and Criteria.

B. No obligation. The acceptance of an Application for Abatement will not be deemed as an obligation whatsoever of the County to grant any Abatement of taxes. Nothing in these Guidelines and Criteria or in any prior Abatement action by the County will obligate the County to provide Abatement to party.

C. Taxing Unit With Tax Rate Set by Commissioners Court. Pursuant to Section 312.004 of the Tax Code, in the event the Commissioners Court enters into an Agreement for the County, it may also enter into an Agreement applicable to the same property on behalf of a taxing unit other than the County if by statute the ad valorem tax rate of the other taxing unit is approved by the Commissioners Court or the Commissioners Court is expressly required by statute to levy the ad valorem taxes of the other taxing unit. The Agreement entered into on behalf of the other taxing unit is not required to contain the same terms as the Agreement entered into on behalf of the County.

XI. Sunset Provision

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years unless amended by three-quarters vote of the Commissioners Court, at which time all reinvestment zones and Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Commissioners Court may modify or renew these Guidelines and Criteria or enact new Guidelines and Criteria. The County reserves the right to allow these Guidelines and Criteria to lapse and to not thereafter adopt new Guidelines and Criteria.

XII. Severability

If any provision, section, subsection, sentence, clause, or phrase of these Guidelines and Criteria, or the amendments duly adopted hereto, or the application of the same to any person, entity, or set of circumstances, is for any reason held to be unconstitutional, void, voidable, invalid, or contrary to any existing or prospectively enacted law or statute, the validity and enforceability of the remaining part of these Guidelines and Criteria and amendments thereto will not be affected thereby.

EXHIBIT

FORM OF TAX ABATEMENT APPLICATION

HIDALGO COUNTY
APPLICATION FOR ECONOMIC INCENTIVE

I. APPLICANT INFORMATION

Applicant Name: _____ Date of Application: _____

Company/Project Name: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Applicant's Representative for contact regarding abatement request:

Name and Title: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Property Owner Information **(If applicant is not the owner of the property):**

Property Owner: _____

Mailing Address: _____ Office Phone: _____

_____ Mobile Phone: _____

E-Mail Address: _____ Fax Number: _____

Type of Entity: [ ] Corporation [ ] Partnership [ ] Proprietorship

[ ] Limited Liability Company [ ] Other (Specify)_____

State of Organization: _____

Is there a lessee agreement between the owner and the applicant? [ ]Yes [ ]No

If yes, what is the agreement termination date? _____

II. TYPE OF INCENTIVE

___ Tax Abatement ___ 381 Agreement

III. PROPERTY AND PROJECT DESCRIPTION

Property Account Number(s): _____

Address and legal description of property to be considered for Tax Abatement

_____

_____

Project Description: _____

_____

_____

III. PROPERTY AND PROJECT DESCRIPTION (CON'T)

Description of activities, products, or services produced and/or provided at project location:

_____

_____

Specify whether any portion of the property is within an established reinvestment zone or enterprise zone.

_____

State the location of the reinvestment or enterprise zone. _____

Current Assessed Value:

Real Property $_____ Personal Property $_____

Estimated start date of construction/site improvements: _____

Projected date of occupancy/commencement of operations at project site: _____

Location of applicant's existing facilities: _____

Requested level of Tax Abatement: _____% of eligible property for _____years.

Explain why tax abatement is necessary for the success of this project. Include business pro-formas or other information to substantiate your request.

_____

_____

_____

Is any tax currently being abated with respect to any portion of the property? [ ] Yes [ ] No

If yes, state the date the tax abatement was received. _____

Has tax abatement been granted by any other taxing entity? [ ]Yes [ ]No

If yes, what taxing entity is granting the tax abatement? _____

Will a tax abatement be requested for the project from any other taxing entities? [ ] Yes [ ] No

If yes, list the entities:

IV. PROJECTED VALUE OF PROPOSED IMPROVEMENTS

Estimated Value of Proposed Real Property Improvements $_____

Estimated Value of Proposed Personal Property Improvements $_____

Detail any direct benefits to Hidalgo County as a result of this project(I.e.,inventory tax,etc.)

_____

_____

_____

V. PROJECTED NUMBER OF FULL-TIME JOBS CREATED

Current Company/Project Location Employment

Current Number of Employees: Full-Time_____ Part-Time_____

Number of employees transferring from other company locations: _____

New Employment of Hidalgo County Residents

Are the employees direct hire or are they contracted by a third party employment agency?

[ ] Direct Hire [ ] Third Party Employment Agency [ ] Both

Projected number of new full-time jobs created as a result of the proposed improvements. _____

Provide types of jobs created and average salary levels. _____

_____

VI. ADDITIONAL INFORMATION (to be attached)

Attach additional criteria for abatement as required by the Hidalgo County Guidelines and Criteria Section IV.

_____ 1 Letter addressing section III (H) of the Hidalgo County Guidelines and Criteria.

_____ 2 Descriptive list of the improvements for which abatement is requested.List will include the class life of the improvements based on the Internal Revenue Service Code (Section 168) Modified Accelerated Cost Recovery System.

_____ 3 Description of methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.

_____ 4 A five year history of financial statements and statements of revenue, expenses, net income and cash flow for the last five years of the project which has been audited, reviewed, or compiled by a Certified Public Accountant.

_____ 5 Plat/Map of Project Location with details as required by Section IV. (4).

_____ 6 Project time schedule for undertaking and completing the planned improvements.

_____ 7 Tax certificate verifying that no taxes are past due on property.

_____ 8 Correct legal description of the real property.

_____ 9 A copy of the underlying lease if applicant is a lessee of the facility.

_____ 10 Include a current copy of the Reinvestment Zone Map and identify the property location within the map.

_____ 11 Schedule showing the start date of annual payroll of new permanent positions, if applicable.

_____ 12 Provide copies of the immediately preceding quarterly reports filed with the Texas Workforce Commission, documenting the current number of permanent full-time employees.

_____ 13 Include a good standing certificate from the State of Texas, or the state where your company is organized.

_____ 14 Include any existing tax abatement agreements with respect to any property in Hidalgo County,

_____ 15 Include a check made payable to "Hidalgo County Treasurer" in the amount of $1,000.

Applicant understands and, by submitting an application agrees, that such fee is to partially offset the County's expenses in reviewing the Applicant's application and shall not be refunded in the event the application is withdrawn by Applicant or denied by the County.

In order to expedite the application process, all information listed above must be attached herein.

I certify the information contained in this application (including all attachments) to be true and correct to the best of my knowledge. I further certify that I have read the "Guidelines and Criteria for granting tax abatements in Hidalgo County, Texas" and agree to comply with the guidelines and criteria stated therein. I further understand Hidalgo County may request additional information as deemed necessary to determine eligibility.

Signature	Title
Printed Name	Date