

JOHNSON COUNTY COMMISSIONERS COURT

Filed For Record 9:12

OCT 25 2016



Becky Ivey
County Clerk, Johnson County Texas
BY A. Stringer DEPUTY
JERRY D. STRINGER
Commissioner Pet. #3
LARRY WOOLLEY
Commissioner Pet. #4

RICK BAILEY
Commissioner Pet. #1
KENNY HOWELL
Commissioner Pet. #2

ROGER HARMON
County Judge
Alison Hitchcock
Assistant to Commissioner's Court

THE STATE OF TEXAS
COUNTY OF JOHNSON

§
§
§

ORDER #2016-37

TAX ABATEMENT RMA HOLDINGS, LLC

BE IT REMEMBERED, at a regular meeting of the Commissioners' Court of Johnson County, held on the 24th day of October, 2016, on motion made by Commissioner Jerry Stringer, and seconded by Commissioner Larry Woolley, the following Order was adopted:

WHEREAS, the City of Mansfield has designated a parcel of property located within the City's jurisdiction known as the REINVESTMENT ZONE 42 pursuant to V.T.C.A., Tax Code, Chapter 312; and

WHEREAS, RMA HOLDINGS, LLC (hereinafter referred to as "RMA") has purchased and has an option to purchase property located within said Reinvestment Zone; and

WHEREAS, Johnson County is authorized pursuant to Section 312.402 of V.T.C.A., Tax Code to enter into a Tax Abatement Agreement with RMA; and

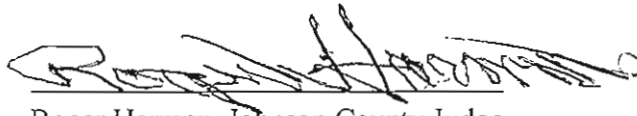
WHEREAS, RMA is proposing to construct and operate a 450,000 square feet freezer, refrigerator, and dry storage facility on the property with a capital expenditure of at least \$67,406,938.00 by June 30, 2022 and thereby increase the local employment for said facility by at least 110 positions; and

WHEREAS, the Johnson County Commissioners' Court has adopted a policy that establishes the criteria that the County will use to evaluate tax abatement requests; and

WHEREAS, the criteria for the Tax Abatement Agreement between Johnson County and RMA will provide for an Abatement of sixty percent of the increased value over a nine year period;

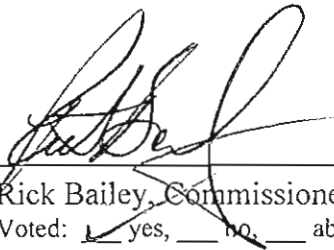
NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED, that the Commissioners Court hereby and herewith authorizes the County Judge to execute an abatement agreement between Johnson County and RMA consistent with both the aforesaid terms as to amount of improvements and the level and term of the abatement and the guidelines and criteria previously adopted by the Commissioners' Court.

SO ORDERED IN OPEN COURT THIS 24TH DAY OF OCTOBER, 2016.



Roger Harmon, Johnson County Judge

Voted: yes, no, abstained



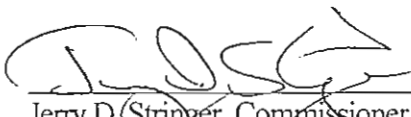
Rick Bailey, Commissioner Pct #1

Voted: yes, no, abstained



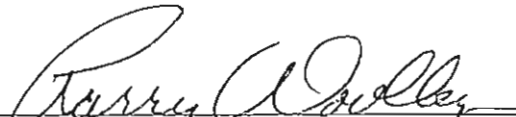
Kenny Howell, Commissioner Pct #2

Voted: yes, no, abstained



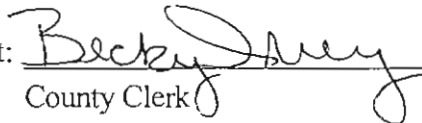
Jerry D. Stringer, Commissioner Pct #3

Voted: yes, no, abstained



Larry Woolley, Commissioner Pct #4

Voted: yes, no, abstained

Attest: 
County Clerk



TAX ABATEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

WHEREAS, the City of Mansfield, Texas (the "City") adopted Ordinance No. OR-2021-16, designating Reinvestment Zone 42 , City of Mansfield (referred to herein as the "Zone") under the provisions Title 3, Subtitle B, of Chapter 312 of V.T.C.A., Tax Code; and

WHEREAS, the City has entered into an agreement ("Agreement") with RMA Holdings LLC which either owns or has an option to purchase the properties described herein located in said Zone (referred to hereinafter as "RMA"), as owner of the taxable real property for the abatement of ad valorem taxes pursuant to Section 312.204 of V.T.C.A., Tax Code; and

WHEREAS, Johnson County, herein after referred to as the County, has determined that the proposed improvements, as described in this Agreement, are to be constructed by RMA, meet the requirements for eligibility for tax abatement under V.T.C.A. Tax Code and the "Ordinance"; and

WHEREAS, it is reasonably likely that this Agreement will contribute to the retention, expansion and creation of primary employment and will attract major investment in the Zone that would be a benefit to property within the Zone and that would contribute to the economic development of the County; and

WHEREAS, the County has determined that the Improvements are practical and are of benefit to the area within the Zone and to the County; and

WHEREAS, Commissioners Court of Johnson County, Texas (the "Commissioners Court") finds that the terms of this Agreement meet the applicable requirements of the Guidelines and Criteria for the Johnson County Tax Abatement Policy Statement, adopted by the Commissioners Court; and

WHEREAS, this Agreement shall become effective upon the approval by Johnson County and the execution of said agreement by both the County and RMA;

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows:

Section 1. The real property and improvements thereto shall be those constructed on the property constituting the Zone between 2nd Avenue and the proposed extension of Antler Drive as described on Exhibit A that is attached hereto and incorporated by reference herein for all purposes.

Section 2. RMA desires to construct a 450,000 freezer, refrigerator, and dry storage facility. The cost of the proposed improvement is \$67,406,938.00. The facility construction will create approximately 110 new jobs. RMA anticipates that the improvements will be completed by June 30, 2022.

Section 3. For purposes of this Agreement:

- (a) the "Abatement Property" means the Premises, the Improvements and the related items of tangible personal property described in Sections 1 hereof,
- (b) the "Effective Date of Abatement" means January 1, 2019; and
- (c) the "Abatement Period" means that period commencing in tax year 2019 and ending in tax year 2027.

Section 4. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the County, sixty percent (60%) of the appraised value for property tax purposes of the Abated Property (to the extent the appraised value of the Abated Property for each year exceeds its value as of January 1, 2016) shall be abated and exempted from taxation for a period of nine (9) years beginning with the first day of the Effective Date of Abatement. As a result, said abatement shall result in a reduction by sixty percent (60%) of the taxes that would otherwise be assessed upon that portion of the appraised value of the Abated Property that for each year of abatement exceeds its value as of January 1, 2016. It is the intent of the parties that the abatement granted hereby shall extend for a period of nine (9) years beginning with the first day of the Effective Date of Abatement, and shall apply only to all Improvements and items of tangible personal property constructed or placed on the Premises that resulted from this expansion. To the extent necessary, it is the intent of the parties that this Agreement shall not be amended to include such additional improvements and items of tangible personal property. A separate tax abatement agreement shall be entered into with respect to any additional property. It is also agreed that if the appraised value of the improvements should fall below \$65,000,001.00 the percent abated will be reduced per the table in the Guidelines and Criteria For Johnson County Tax Abatement Policy.

Section 5. It is agreed that employees of the County shall have access to the premises for inspection to ensure that the Improvements are made according to the conditions of this Agreement and that the Improvements are of substantially the same character as

described in Section 2 hereof (subject to the right of RMA, to revise the plans and specifications for the Improvements prior to and during construction). All inspections will be made only after giving RMA, at least twenty-four (24) hours advance notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the project. All inspections will be made with one or more representatives of RMA, and in accordance with RMA's safety standards.

RMA, shall indemnify, hold harmless and defend the County, its members, agents, officials, employees, from and against any and all obligations, claims, suits, damages, and liability, or alleged liability, including, but not limited to liability without fault and liability by virtue of the obligations of RMA, pursuant to this Agreement or the acts or omissions of RMA, its agents, contractors, employees, licensees, or invitees, on or with respect to the Premises, Improvements and/or equipment, including costs of suit, attorney fees and other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Agreement or such acts or omissions, provided, however, that RMA, shall not be required to indemnify and hold harmless any indemnified party for any such injury or harm caused by the gross negligence or willful misconduct of any indemnified party. The indemnity set forth herein shall specifically include, without limitation all actions, damages, claims and liabilities for personal injury, death or property damage occurring on, or arising out of or resulting from the use of premises, improvements and/or equipment by RMA, its sublessee or representative, agents, contractors, employees, licensees or invitees.

Section 6.

- (a) During the Abatement Period, the County may declare a default hereunder by RMA, only if RMA, fails to commence construction of the Improvements within two (2) years from the date this Agreement is executed, fails to construct the Improvements, or refuses or neglects to comply with any of the terms of this Agreement, or if any representation made by RMA, in this Agreement is false or misleading in any material respect, or if RMA, allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest.
- (b) Should the County determine RMA, to be in default of this agreement, the County shall notify RMA, in writing prior to the end of the abatement period, and if such default is not cured within one hundred twenty (120) days from the date of such notice (the "Cure Period"), then the Agreement may be terminated; provided, however, that in the case of a default that, for causes beyond RMA's reasonable control, cannot with due diligence be cured within such one hundred twenty day period, the "Cure Period" shall be deemed extended if RMA, (i) shall immediately, upon the receipt of such notice, advise the County of RMA's intention to institute all steps necessary

to cure such default, and (ii) shall institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

- (c) Except as provided in Subsection (d) below, if RMA, violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement may then be terminated and all taxes previously abated by virtue of this Agreement will be recaptured and paid within one hundred twenty (120) days of the termination.
- (d) During the period of time when RMA, is constructing, renovating, repairing, or installing the improvements and/or equipment on the premises, and at all times thereafter, during the term of this Agreement, RMA, shall keep the improvements and equipment insured against all loss or damage by fire or any other casualty. RMA, shall furnish the County with all Certificates of Insurance that are required by this Agreement within thirty (30) days after the initiation of construction, repairs, or installation, and within thirty (30) days succeeding the renewal of each policy required herein.

In the event, improvements and/or equipment are damaged by fire or any other casualty, should RMA, decide not to repair, remodel, renovate or reinstall; or fails to begin repair, remodeling, renovation or reinstallation on the damaged Improvements and/or equipment within six (6) months of the fire and/or other casualty, then the abatement shall terminate and all taxes previously abated by virtue of this Agreement will be recaptured and paid within one hundred twenty (120) days of the termination.

Section 7. For purposes of this Agreement, the value of the Premises, the Improvements and all items of tangible personal property situated on the Premises shall be the same as the value of such property as determined annually by the Chief Appraiser of the Johnson County Appraisal District, subject to the appeal procedures set forth in the Texas Property Tax Code (V.T.C.A. Tax Code). Any reduction in the number of new employees hired and retained by RMA, during any tax year subject to this Agreement shall reduce the amount of abated tax per the table on page three (3) of the tax abatement policy for Johnson County.

Prior to October 1st of each year that this Agreement is in effect, RMA, shall certify to the County that RMA, is in compliance with each applicable term of this Agreement. This annual certification shall include a rendition of the property value.

RMA, is solely responsible for meeting any and all additional requirements for the completion of this Agreement. These additional requirements include the

application for the Abatement which will need to be filed with the Central Appraisal District of Johnson County, Texas.

Section 8. If the County terminates this Agreement upon an event of default as defined in Section 6 hereof, it shall provide RMA, written notice of such termination. If RMA, believes that such termination was improper, RMA, may file suit in Johnson County District Courts appealing such termination within one hundred twenty (120) days after receipt from the County of written notice of the termination. If an appeal suit is filed, RMA, shall remit to the County, within one hundred twenty (120) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable pursuant to Section 6 of this Agreement during the pendency of the litigation pursuant to the payment provisions of section 42.08, V.T.C.A. Tax Code. If the final determination of the appeal increases RMA, tax liability above the amount of tax paid, RMA, shall remit the additional tax to the County pursuant to section 42.42, V.T.C.A. Tax Code and this agreement. If the final determination of the appeal decreases RMA's tax liability, the County shall refund to RMA, the difference between the amount of tax paid and the amount of tax for which RMA, is liable pursuant to section 42.43, V.T.C.A. Tax Code, and this agreement.

Section 9. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or RMA, at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To RMA:

RMA HOLDINGS LLC.
1475 Post & Paddock St.,
Grand Prairie, TX 75050
Attention: Monty Barnett, Robert Phillips

To the County:

Johnson County Courthouse
2 Main Street
Cleburne, Texas 76031
Attention: Roger Harmon
County Judge

Any party may designate a different address by giving the other parties ten days' written notice.

Section 10. All provisions of this Agreement shall be executed in compliance with the Order of the Commissioners Court. A copy of the Order is attached hereto as Attachment I and incorporated herein by reference for all purposes.

Section 11. RMA, warrants to the best of its knowledge that the Premises do not include any property that is owned by a member of the Commissioners' Court or any board, commission or other governmental body approving, or having responsibility for the approval of this Agreement.

Section 12. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 13. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto.

Section 14. This Agreement was authorized by the Order adopted by the Commissioners Court of Johnson County, Texas, at a meeting open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Texas Open Meetings Act, V.T.C.A., government code, Chapter 551, and such Order authorizes the County Judge to execute this Agreement on behalf of the County. This Agreement shall constitute a valid and binding agreement between the County and RMA, upon (i) execution by the County and RMA. This Agreement shall constitute a covenant running with the land and shall be recorded upon execution in the Real Property Records of Johnson County, Texas. This agreement is performable in Johnson County, Texas, and venue over any action to enforce any of the provisions hereof shall lie exclusively in Johnson County, Texas. The laws of the State of Texas shall apply in all respects to interpretation of this Agreement.

Section 15. This Agreement has been executed by the parties in multiple originals, each having full force and effect.

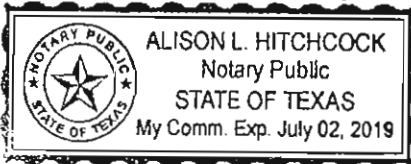
EXECUTED THE 24th DAY OF October, 2016.

JOHNSON COUNTY, TEXAS

By: [Signature]
Roger Harmon
County Judge

This instrument was acknowledged before me on the 24th day of October, 2016, by Roger Harmon as County Judge.

Alison L. Hitchcock
Notary Public Signature
My commission expires: 7/2/19



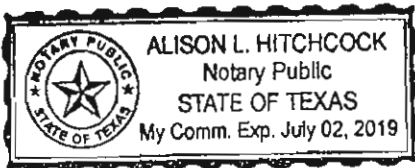
RMA

By: [Signature]
Title: Vice President

State of
County of

This instrument was acknowledged before me on the 24th day of October, 2016, by Alexander M. Barnett as Vice President.

Alison L. Hitchcock
Notary Public Signature
My commission expires: 7/2/19



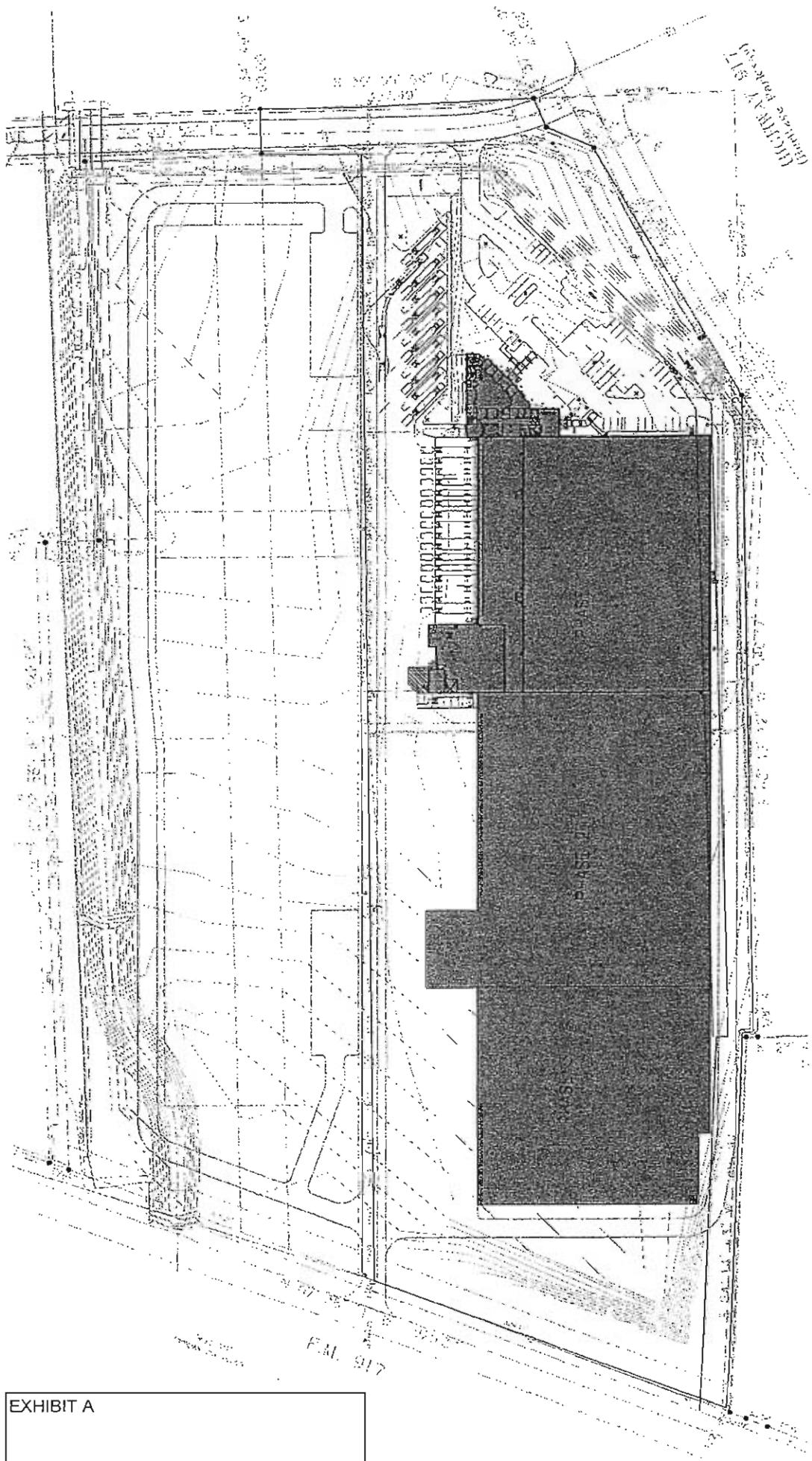


EXHIBIT A