

Filed For Record 9:12 AM

JOHNSON COUNTY COMMISSIONERS COURT



MAY 23 2017

Becky Ivey  
County Clerk, Johnson County Texas  
BY MD DEPUTY

RICK BAILEY  
Commissioner Pct. #1

ROGER HARMON  
County Judge

JERRY D. STRINGER  
Commissioner Pct. #3

KENNY HOWELL  
Commissioner Pct. #2

Alison Hitchcock  
Assistant to Commissioner's Court

LARRY WOOLLEY  
Commissioner Pct. #4

THE STATE OF TEXAS §  
  §  
COUNTY OF JOHNSON §

ORDER #2017-15

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TAX ABATEMENT PROJECT SOUTHWEST

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**BE IT REMEMBERED**, at a regular meeting of the Commissioners Court of Johnson County, held on the 22nd day of May, 2017, on motion made by Commissioner Kenny Howell, and seconded by Commissioner Larry Woolley, the following Order was adopted:

**WHEREAS**, Johnson County and Golden State Foods Corporation entered into a Tax Abatement Agreement providing for an Abatement of fifty percent of the increased value over a seven year period beginning on January 1, 2018; and

**WHEREAS**, due to circumstances beyond its control, Golden State Foods Corporation has been unable to begin construction of the improvements in the time frame set forth in said agreement and wishes the abatement to begin January 1, 2020; and

**NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED**, that the Commissioners Court hereby and herewith authorizes the County Judge to execute an amendment to the abatement agreement between Johnson County and Golden State Foods Corporation with an effective date of January 1, 2020.

COPY NOT COMPARED  
TO ORIGINAL

Filed For Record

MAY 23 2017

Becky Levy  
County Clerk, Johnson County Texas  
BY \_\_\_\_\_ DEPUTY



COPY NOT COMPARED  
TO ORIGINAL

SO ORDERED IN OPEN COURT THIS 22nd DAY OF MAY, 2017.



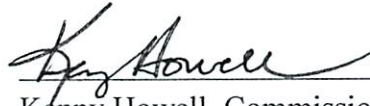
Roger Harmon, Johnson County Judge

Voted:  yes, \_\_\_ no, \_\_\_ abstained



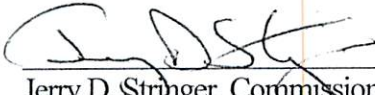
Rick Bailey, Commissioner Pct #1

Voted:  yes, \_\_\_ no, \_\_\_ abstained



Kenny Howell, Commissioner Pct #2

Voted:  yes, \_\_\_ no, \_\_\_ abstained



Jerry D. Stringer, Commissioner Pct #3

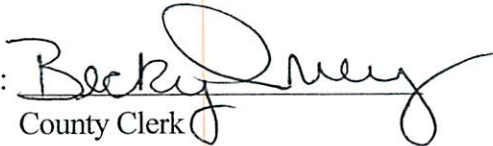
Voted:  yes, \_\_\_ no, \_\_\_ abstained



Larry Woolley, Commissioner Pct #4

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained

Attest:



County Clerk



## AMENDMENT TO TAX ABATEMENT AGREEMENT

STATE OF TEXAS                                   §  
  §  
COUNTY OF JOHNSON                         §

WHEREAS, Johnson County and Golden State Foods Corp., a Delaware corporation entered into a Tax Abatement Agreement providing for an abatement of fifty percent of the increased value of certain real property located in the City of Burleson over a seven-year period beginning on January 1, 2018 (the "Agreement"); and

WHEREAS, due to circumstances beyond its control, Golden State Foods Corp. has been unable to begin construction of the improvements of the Premises in the time frame set forth in said Agreement and wishes the abatement to begin effective as of January 1, 2020;

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree to amend and replace in their entirety Sections 3 and 4 of the Agreement as follows:

**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, 2020; and
- (c) the "Abatement Period" means that period commencing in tax year 2020 and ending in tax year 2026.

**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, fifty percent (50%) of the appraised value for property tax purposes of the Abatement Property (to the extent the appraised value of the Abatement Property for each year exceeds its value as of January 1, 2016) shall be abated and exempted from taxation for a period of seven (7) years beginning with the first day of the Effective Date of Abatement. As a result, said abatement shall result in a reduction by fifty percent (50%) of the taxes that would otherwise be assessed upon that portion of the appraised value of the Abatement 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 seven (7) 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 \$35,000,001.00 the percent abated will be reduced per the table in the Guidelines and Criteria for Johnson County Tax Abatement Policy."

It is understood by all parties that all other provisions of the Agreement not amended by this document remain in force and effect and are binding on all parties.

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

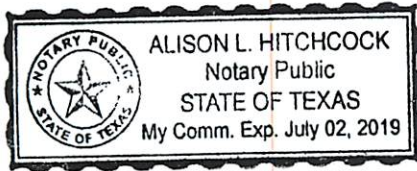
EXECUTED THE 22nd DAY OF May, 2017.

JOHNSON COUNTY, TEXAS

By: [Signature]  
Roger Harmon  
County Judge

This instrument was acknowledged before me on the 22nd day of May, 2017, by Alison L. Hitchcock as Notary.

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



Golden State Foods Corp.

By: [Signature]  
Title: Corporate Secretary

State of  
County of

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_.

Notary Public Signature  
My commission expires: \_\_\_\_\_ ~~See Attached CA Acknowledgment~~

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

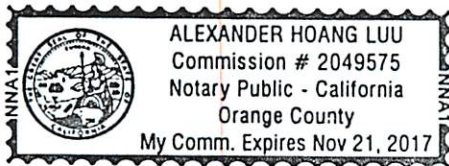
On 5/18/2017 before me, Alexander Hoang Luu, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared John Page  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alex  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_