AMENDMENT TO TAX ABATEMENT AGREEMENT

STATE OF TEXAS COUNTY OF JOHNSON

WHEREAS, Johnson County and RMA Holdings, Ltd. entered into a Tax Abatement Agreement providing for an abatement of sixty percent of the increased value of certain real property located in the City of Mansfield over a nine-year period beginning on January 1, 2018 (the "Agreement"); and

WHEREAS, due to circumstances beyond its control, RMA Holdings Ltd. has been unable to complete 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 2028.

"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 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 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 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 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."

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 13, DAY OF G	nil	, <u>2020 </u> .	
JOHNSON COUNTY, TEXAS			
	By: Roger Har County Ju		M
This instrument was acknowledged before n by Casa Hester, as A	ne on the 13 c	lay of April	, 2020,
Ceulu / Jestes Notary Public Signature My commission expires: 1//16/2021		CARLA HESTER Notary Public, State of Texas Notary ID 13135492-4 My Commission Exp. 11-16-2021)
	RMA Holdings, I	.td	
	By: <u>Cleels</u>	In Miles	
State of County of		· · · · · · · · · · · · · · · · · · ·	
Notary Public Signature	Notany	day of <u>Qpril</u> CARLA HESTER	, 2020,
My commission expires: 11/16/2021		ry Public, State of Texas otary ID 13135492-4	