

**A RESOLUTION AND ORDER
OF THE COMMISSIONERS COURT OF WEBB COUNTY, TEXAS
APPROVING AND AUTHORIZING THE ASSIGNMENT, TRANSFER,
CONVEYANCE AND ASSUMPTION OF AN AD-VALOREM TAX ABATEMENT
AGREEMENT FROM EL PORTAL CENTER, LLC., D/B/A THE OUTLET
SHOPPES AT LAREDO TO LAREDO OUTLET SHOPPES, LLC.**

WHEREAS, the Commissioners Court of Webb County by Resolution and Order had previously approved an Ad-Valorem Tax Abatement Agreement with El Portal Center, LLC., D/B/A The Outlet Shoppes at Laredo for the development of real property located in downtown Laredo, Webb County, Texas for use an outlet shopping mall; and

WHEREAS, Webb County has received a request from Laredo Outlet Shoppes, LLC., to approve and authorize the assignment, transfer, conveyance and assumption of the ad-valorem tax abatement agreement from the current holder of the tax abatement agreement El Portal Center, LLC., d/b/a The Outlet Shoppes at Laredo; and

WHEREAS, Laredo Outlet Shoppes, LLC., has agreed to comply with all the terms and conditions and agrees to the assignment, transfer, conveyance and assumption the ad-valorem tax abatement agreement from the current holder of the tax abatement agreement El Portal Center, LLC.; and

WHEREAS, the Commissioner's Court has determined that the continued development of a retail outlet shopping mall in downtown Laredo, Webb County, Texas is deemed to be of vital importance to the economic growth and development of business opportunities in this area and will provide much needed employment opportunities to its citizens; and

WHEREAS, the approval by the Webb County Commissioner's Court of the assignment, transfer, conveyance and assumption of the ad-valorem tax abatement agreement from El Portal Center, LLC., d/b/a The Outlet Shoppes at Laredo, to Laredo Outlet Shoppes, LLC., would be in the best interest of its citizens

**NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE
COMMISSIONERS COURT OF WEBB COUNTY, TEXAS:**

PART 1: That the Webb County Commissioners Court has determined that the continued development of a retail outlet shopping mall in downtown Laredo, Webb County, Texas is deemed to be of vital importance to the economic growth and development of business opportunities in this area and will provide much needed employment opportunities to its citizens.

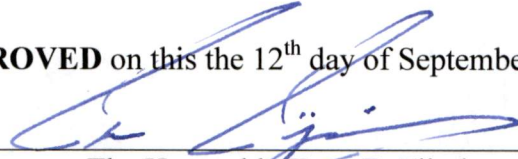
PART 2: That the approval by the Webb County Commissioner's Court of the assignment, transfer, conveyance and assumption of the ad-valorem tax abatement agreement from El Portal Center, LLC., d/b/a The Outlet Shoppes at Laredo, to Laredo Outlet Shoppes, LLC., would be in the best interests of its citizens.

PART 3: That Laredo Outlet Shoppes, LLC., shall be required to comply with all the terms and conditions and has agreed to the assignment, transfer, conveyance and assumption the ad-valorem tax abatement agreement from the current holder of the tax abatement agreement El Portal Center, LLC., d/b/a The Outlet Shoppes at Laredo;

PART 4: That the Commissioners Court hereby authorizes and approves the assignment, transfer, conveyance, and assumption of the Ad-Valorem Tax Abatement Agreement from El Portal Center, LLC., D/B/A/ The Outlet Shoppes at Laredo, to Laredo Outlet Shoppes, LLC., a copy of which is attached hereto as Exhibit "A".

PART 5: That this resolution and order shall take effect immediately from and after its passage.

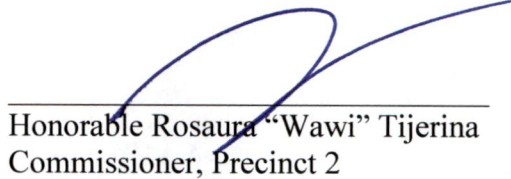
PASSED AND APPROVED on this the 12th day of September, 2016.



The Honorable Tano E. Tijerina
Webb County Judge



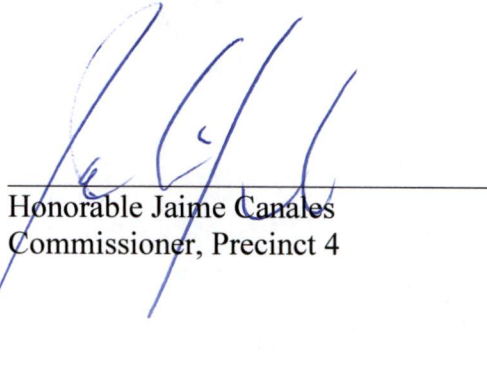
Honorable Frank Sciaraffa
Commissioner, Precinct 1



Honorable Rosaura "Wawi" Tijerina
Commissioner, Precinct 2

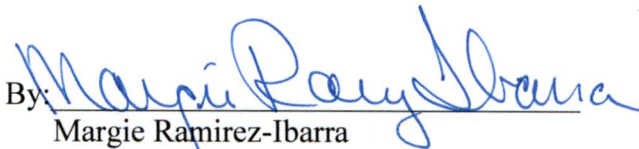


Honorable John Galo
Commissioner, Precinct 3



Honorable Jaime Canales
Commissioner, Precinct 4

ATTEST:

By: 

Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Others parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Passed and approved by The Webb County Commissioners Court
on September 12, 2016 Item No. 15 a.**

ASSIGNMENT OF AD-VALOREM TAX ABATEMENT AGREEMENT

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the undersigned assignor, El Portal Center LLC, an Illinois limited liability company ("Assignor"), hereby assigns, transfers and conveys to the undersigned assignee, Laredo Outlet Shoppes, LLC, a Delaware limited liability company ("Assignee"), and Assignee hereby accepts the assignment of the Assignor's right, title and interest in and to that certain County of Webb/El Portal Center, LLC Ad-Valorem Tax Abatement Agreement (the "Agreement") dated February 5, 2016, between Webb County, Texas, a political subdivision of the State of Texas (the "County") and Assignor, a copy of which is attached hereto as Exhibit A and incorporated herein. Assignee hereby agrees to assume and fulfill all obligations of Assignor under the Agreement. This assignment and acceptance shall be effective only upon consent of the County.

Dated as of: May 10, 2016

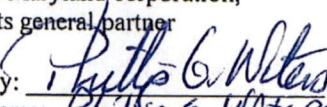
ASSIGNOR:

EL PORTAL CENTER LLC,
an Illinois limited liability company

By: Horizon El Portal LLC,
an Illinois limited liability company,
its managing partner

By: Horizon Group Properties, L.P.,
a Delaware limited partnership,
its manager

By: Horizon Group Properties, Inc.,
a Maryland corporation,
its general partner

By: 
Name: Phillip E. Waters
Title: SE, V.P.

ASSIGNEE:

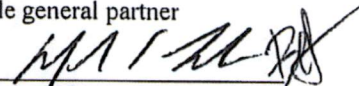
LAREDO OUTLET SHOPPES, LLC,
a Delaware limited liability company

By: LAREDO OUTLET JV, LLC, a Delaware
limited liability company, its sole member

By: CBL LAREDO MEMBER, LLC,
a Texas limited liability company
its managing member

By: CBL & Associates Limited Partnership,
a Delaware limited partnership,
its chief manager and sole member

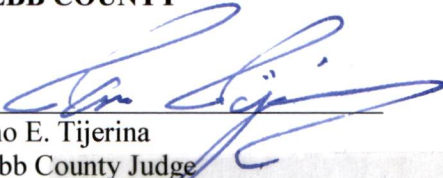
By: CBL Holdings I, Inc.,
a Delaware corporation,
its sole general partner

By: 
Name: Michael I. Lebowitz
Title: Executive Vice President

[County Acknowledgment and Consent Page Follows]

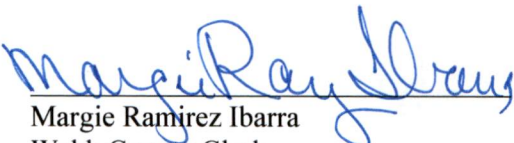
The undersigned, Webb County, Texas, is a party to the Agreement and hereby consents to the foregoing assignment and acceptance and acknowledges that the request and approval requirements set forth in Section 13 of the Agreement have been satisfied.

WEBB COUNTY



Tano E. Tijerina
Webb County Judge
Dated: September 20, 2016

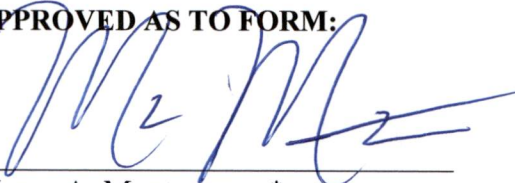
ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor*
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

COUNTY OF WEBB/EL PORTAL CENTER, LLC.
AD-VALOREM TAX ABATEMENT AGREEMENT

WHEREAS, Webb County, has established a program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 312 Texas Tax Code, Chapter 381, Section 381.004(g), of the Texas Local Government Code ("Chapter 381") under which the County has the authority to make loans or grants of public funds and ad-valorem tax abatements for the purposes of promoting local economic development and stimulating business and commercial activity within the County of Webb; and

WHEREAS, to ensure that the benefits Webb County provides under this Agreement are utilized in a manner consistent with Article III, Section 52.-a of the Texas Constitution, Chapter 381 of the Texas Local Government Code and other law, **El Portal Center LLC, ("OWNER")** has agreed to comply with certain conditions to the receipt and payment of those benefits; and

WHEREAS, Webb County has concluded and hereby finds that this Agreement promotes economic development in Webb County and, as such, meets the requirements under Chapter 381, Section 381.004(g) of the Texas Local Government Code and Webb County's established economic development program, and, further, is in the best interests of Webb County; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties; and

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Webb County and **El Portal Center, LLC, ("OWNER")** agree as follows:

1. **PARTIES**

THIS AGREEMENT (the "Agreement") is entered into on this the 5th day of February, 2016 by and between **EL PORTAL CENTER, LLC, an Illinois Limited Liability Company** d/b/a **THE OUTLET SHOPPES AT LAREDO**, hereinafter referred to as ("**OWNER**"), the owner of taxable real and personal property located at 1600 Water St., Laredo, and said **real property being more specifically identified and described in Section 3(b), herein-below**, situated in the City of Laredo, Webb County, Texas, and **WEBB COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as ("**WEBB**").

2. **AUTHORIZATION AND FINDINGS**

- a. This Agreement is entered into pursuant to the terms and conditions set forth in this agreement and shall be made subject to and also expressly governed by the following:
1. Texas Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, as amended;

2. Ch. 381 and Section 381.004 (g), of the Texas Local Government Code.
 3. The Amended Policy Guidelines, Criteria and Methodology governing Tax Abatements in Webb County, passed by the Webb County Commissioner's Court on November 23, 2015 (hereinafter referred to as the "Guidelines and Criteria");
 4. City of Laredo Ordinance No. 2009-0-221 dated the 21th day of December, 2009 which created and designated the City of Laredo Tax Abatement Reinvestment Zone; and
 5. City of Laredo Ordinance No. 2014-0-156 dated the 1st day of December, 2014, which renewed and re-adopted the Laredo Tax Abatement Reinvestment Zone; and
 6. Resolution and Order passed by Webb County Commissioner's Court on December 14th, 2015 which specifically approved and retroactively adopted the Amended Guidelines, Criteria and Methodology governing Tax Abatements in Webb County, passed by the Webb County Commissioner's Court on November 23, 2015.
 7. Webb County Commissioner's Court Resolution & Order dated January 19th, 2016 which specifically approved this Agreement and authorized execution hereof.
- b. The Webb County Commissioner's Court, by its approval of this Agreement, hereby finds that the terms and conditions of this Agreement and the real and/or personal property subject to it meet the "Guidelines and Criteria" as adopted by Webb County and further finds that there will be (a) no substantial long-term adverse effect on the providing of WEBB services or its tax base; and (b) the planned use of the property will not constitute a hazard to public safety, health or morals; and (c) that the development and/or redevelopment of the Reinvestment Zone by "OWNER" would attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of Webb County and the City of Laredo.

3. PROPERTY

- a. The street address of the taxable real property to be improved under this agreement is 1600 Water St., Laredo, Webb County, Texas 78040.
- b. The legal description is more specifically described as; **Situated in the City of Laredo, Webb County, Texas, as per the Original Map of the City of Laredo, Webb County, Texas; to wit;**
Tract I - All of Block 24, Western Division
Tract II - Lots 5, 6, 7, 8, 9, and 10, Block 276-A, Western Division
Tract III - Lots 1, 2, 3, 7, 8, 9, and 10, Block 23, Western Division
Tract IV - Lots 4, 5, 6, and 7, Block 281, Western Division, Save and Except the North 20 feet of said Lots 4 and 5

Tract V. – Lots 5 and 6 Block 278-A, Save and Except the West 30 feet of said block

Tract VI. -All of Block 277-A, Western Division

Tract VII. – Situated in Webb County, Texas; Being a 30 foot wide tract of land lying between Blocks 277-A and 278-A, Western Division as Per the Original

Map of the City of Laredo, Webb County, Texas; and

Tract VIII.- Being a tract of land containing 6,666.60 sq. ft. (0.1530 of an acre) being out of Davis Avenue right-of-way between the south right-of-way line of Zaragoza Street and the north right-of-way of Water Street, this tract of land bounded on the east by Block No. 276A, Western Division, and on the west by Block No. 277A, Western Division, City of Laredo, as recorded in Vol.7, page 15 of the Plat Records of Webb County, Texas (said former street having been closed by City of Laredo Ordinance No. 2004-0-341 dated December 20, 2004.)

Tract IX. - (Meza Lot) Lots 1,2,3 and 4, Block 276-A, Western Division

Tract X.- (Zaragoza Lot) Lot 4, Block 23, Western Division

Tract XI- (Juarez)- The “Surface Only” of a tract of land out of Juarez Avenue, between Zaragoza Street and Water Street, lying between Block 23 and 24, Western Division, City of Laredo, Texas, containing approximately 6,660.60 square feet. (herein-after referred to as the "Property") in the City of Laredo, Webb County, Texas.

- c. The tax account numbers of the above described real property is currently reflected in the following Tax Account Number's.

Tracts I, II, III, IV, V, VI, VII, VIII, (save and except Lot Numbers 1, 2, 3, 4, 7, 8, 9, and 10 Block 278-A City of Laredo, Webb County, Texas-Western Division) and (save and except the West 30 ft. of said Block 278-A City of Laredo, Webb County, Texas - Western Division)

Tax Account Number 101-00023-010

Tract IX.

Lot 1, Block 276-A, City of Laredo, Webb County, Texas Western Division-

Tax Account Number 106-00276-510

Lot 2, Block 276-A, City of Laredo, Webb County, Texas Western Division-

Tax Account Number 106-00276-520

Lot 3, Block 276-A, City of Laredo, Webb County, Texas Western Division-

Tax Account Number 106-00276-530

Lot 4, Block 276-A City of Laredo, Webb County, Texas Western Division-

Tax Account Number 106-00276-540

Tract X.

Lot 4, Block 23 Western Division-

Tax Account Number 101-00023-040

Tract XI.

(Juarez)- The "Surface Only" of a tract of land out of Juarez Avenue, between Zaragoza Street and Water Street, lying between Block 23 and 24, Western Division, City of Laredo, Texas, containing approximately 6,660.60 square feet.

Tax Account Number 101-00023-001

- d. The Outlet Shoppes at Laredo shall consist of a two level open air designed retail center consisting of approximately 80-85 individual retail stores to be located at the above described real property in Section 3b and as further shown on the map attached hereto as Exhibit "B".

4. **OWNER'S REPRESENTATIONS**

("OWNER"), represents that they are **the record owner** in fee simple of the Real Property described in Section 3b. That the Real Property is located in Webb County, Texas and lies within the City of Laredo's Tax Abatement Reinvestment Zone for commercial/industrial development pursuant to City of Laredo Ordinance No. 2009-0-221 dated the 21st day of December, 2009, which created and designated the City of Laredo Tax Abatement Reinvestment Zone; and, City of Laredo Ordinance No. 2014-0-156 dated the 1st day of December, 2014, which renewed and re-adopted the creation and designation of the City of Laredo's Tax Abatement Reinvestment Zone for commercial and industrial development, which zone encompasses the city limits of the City of Laredo, and the extra-territorial jurisdiction of the City of Laredo; and said real property is wholly located within a designated reinvestment zone as required by the Texas Property Redevelopment and Tax Abatement Act, V.T.C.A. Tax Code, Chapter 312, as amended.

- a. OWNER represents that the use of the Property and Improvements (as described in Section 3(b)) shall only be used as follows: **Retail Outlet Shopping Mall** in order to encourage the development and/or redevelopment of the reinvestment zone during the periods that property tax exemptions are in effect.
- b. OWNER represents that the improvements to the property will be as follows: **Real and/or Personal Property Improvements of over twenty million dollars (\$20,000,000) and/or up to Thirty Four Million, Five Hundred Forty-four Thousand, One Hundred Sixty and No/100 dollars (\$34,544,160).**
- c. OWNER represents that commencement of construction is scheduled to begin on or about **January 31st, 2016** to be completed on or about **December 31, 2016.**
- d. OWNER represents that in no event will the aggregate value of real property improvements and personal property improvements during the period when the ad-valorem tax abatements are in effect as noted in Section 6b, fall below **Twenty Million dollars (\$20,000,000.00).**
- e. OWNER represents that no interest in any property covered by this Agreement is presently held or leased by, and that it shall not sell or lease any interest in the property, to a member of the Webb County Commissioner's Court, City of Laredo

City Council, City of Laredo Planning and Zoning Commission, or other Webb County and/or City officer as long as this Agreement is in effect.

- f. OWNER represents that currently there is no litigation pending against OWNER for any violations under the Occupational Safety and Health Act. OWNER further represents that he/she/entity is in compliance and will remain in compliance with all building codes and zoning regulations.
- g. OWNER represents that as a result of their development of the project known as "The Outlet Shoppes at Laredo" over two hundred (200) and up to 1,000 new permanent full time jobs will be created and sustained throughout the duration of the period when the ad-valorem property tax abatements are in effect pursuant to this agreement.
- h. OWNER represents as a result of their development of the project known as "The Outlet Shoppes at Laredo" over two hundred (200) permanent full-time employees will be entitled to receive an industry standard health plan which is accessible to the employees' dependents.
- i. OWNER represents that as a result of their development of the project known as "The Outlet Shoppes at Laredo" over two hundred (200) new, permanent, full-time jobs' wages shall be set at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage in effect during the period when the ad-valorem property tax abatements are in effect pursuant to this agreement and the "Policy Guidelines and Criteria".

5. **TERMS OF THE AGREEMENT**

- a. This Agreement is expressly conditioned upon on OWNER being the record owner of Property described in Section 3b and full and strict compliance with all terms, Conditions and/or provisions set forth and contained in this agreement and/or the ~~Policy Guidelines, Criteria and Methodology Governing Tax Abatements by Webb County, attached hereto as Exhibit "A", and/or during the period when the ad-valorem property tax abatements are in effect pursuant to this agreement and the "Guidelines and Criteria".~~

- b. This Agreement is conditioned on OWNER completing construction of the following building improvements to the Property:

Real Property and Personal Property Improvements: over twenty million dollars (\$20,000,000).

OWNER covenants and agrees that all improvements constructed in the Reinvestment Zone shall comply with all applicable federal, state and local laws, including but not limited to Texas Commission on Environmental Quality Rules and Regulations, Webb County laws, and all applicable City of Laredo codes and ordinances, including, but not limited to, zoning, flood, subdivision, building,

engineering, environmental, electrical, plumbing, fire and safety codes and regulations, as amended.

- c. OWNER agrees to comply with all applicable federal and state laws governing the employment relationship between employers and employees.
- d. OWNER shall use the Property and Improvements, during the Tax Abatement Period, for the proposed use as specified in Section 4(a) of this agreement. OWNER will not use the Property for any other purpose without first obtaining Webb County approval.
- e. OWNER shall maintain the Improvements in good repair and condition during the entire Tax Abatement Period.
- f. During the Term of this Agreement, OWNER shall allow designated representatives of Webb County, Webb County Appraisal District (WCAD) and/or the City of Laredo access to the Property during normal business hours and, upon notice to OWNER, to inspect the Improvements to determine if the terms and conditions of this Agreement are being met and for the purpose of assuring compliance with the ad-valorem tax abatement agreement, the applicable Webb County Tax Abatement Agreement Policies, Guidelines Criteria and Methodology, City of Laredo Building Codes and Ordinances, as long as such WEBB, WCAD, and/or CITY representatives are accompanied by an OWNER'S representative and as long as such inspections are conducted in such a manner as to: (a) not unreasonably interfere with the construction and/or operation of the Improvements; and (b) comply with OWNER'S reasonable security requirements.
- g. During the Term of this Agreement, OWNER agrees to furnish the Chief Appraiser of Webb County Appraisal District with information outlined in Chapter 22, V.T.C.A. Tax Code, as amended, as may be necessary for the ad-valorem tax abatement and for appraisal purposes. **An annual application must be filed with the Webb County Appraisal District and a copy must be filed with the Webb County Tax Assessor/Collector before March 1st of each year.**
- h. OWNER, at its sole cost and expense, will provide WEBB COUNTY with a statement, and upon completion of improvements, with a certified statement, conducted by an independent firm which will detail all expenses and improvements located on the Real and Personal Property of OWNER.
- i. OWNER shall and must furnish to the Webb County Tax Assessor Collector a system generated report with employee payroll information, for this location which reflect year-to-date hours worked and wages paid and hourly rate as of the date of report, for period ending June 30th and December 31st of each year after the tax abatement period begins. The Webb County Tax Assessor/Collector or designated person may at his/her discretion review other payrolls for the year and OWNER'S records must be open to the Webb County Tax Assessor/Collector or designated person for review at all times during the term of this Agreement and for a period of three (3) years after the expiration of this Agreement.

- j. During the Term of this Agreement, the cost of the improvements, together with Personal Property, shall be over **Twenty Million Dollars (\$20,000,000)**.
- k. OWNER as a result of their development of the project known as "The Outlet Shoppes at Laredo" shall create and sustain over 200 new permanent full-time jobs within one (1) year of completion of improvements (real and personal property) to their facility which shall only be operated as a retail outlet shopping mall known as "The Outlet Shoppes at Laredo".
- l. Owner shall as a result of their development of the project known as "The Outlet Shoppes at Laredo" ensure that a minimum of over two hundred (200) new, permanent, full-time jobs' wages shall be set at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage pay employee's wages. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.
- m. Owner shall as a result of their development of the project known as "The Outlet Shoppes at Laredo" ensure that over two hundred (200) new permanent full-time employees shall be provided industry standard health benefits.
- n. OWNER is encouraged to participate in the Job Training Partnership Act or Texas Smart Jobs Fund Program or like programs.
- o. OWNER agrees as a result of their development of the project known as "The Outlet Shoppes at Laredo" to make a good faith effort to work with the Texas Workforce Commission, and other employment entities to employ at least **twenty-five percent (25%)** of new permanent full-time jobs created with individuals who are economically disadvantaged.

6. **TAX ABATEMENT**

- a. A Tax Abatement shall be granted to the OWNER of the Property described herein-above in **Section 3b**, in each year of Tax Abatement Period as described below.
- b. Upon the condition that OWNER meets all conditions set out in this Agreement the period and percentage which shall be abated/exempt from ad valorem taxation shall be as follows:

THE BASIC FORMULA (MUST MEET BOTH JOBS AND ADDED VALUE)

New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as assessed by the Webb County Appraisal District (WCAD)	Percent of Abatement	Term
50 to 100 jobs	\$1 million up to \$2.5 million	Up to 25%	Up to 5 years

101 to 150 jobs	over \$2.5 million up to \$5 million	Up to 50%	Up to 5 years
151 to 200 jobs	over \$5 million up to \$10 million	Up to 75%	Up to 5 years
Over 200 jobs	Over \$10 million	Up to 100%	Up to 5 years
New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as Assessed by Webb County Appraisal District (WCAD)	Percent of Abatement	Term
Over 200 Jobs	Over \$20 million	Up to 100%	Up to 10 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an ad-valorem tax abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real and Personal Tangible Property, as assessed by Webb County Appraisal District (WCAD)	Percent of Abatement	Term
At least 10 jobs	Over \$10 million	Up to 100% Up to 80% Up to 60% Up to 40% Up to 20%	Year 1 Year 2 Year 3 Year 4 Year 5
At least 5 jobs	Over \$50 million	Up to 60% Up to 40%	Years 1-5 Years 6-10

In no event shall "OWNER" for any and all Phases of the project commonly known as "The Outlet Shoppes at Laredo", including any future Phase II or other future phases of the project, be entitled to receive a total and/or combined ad-valorem tax abatement in excess of three million, three hundred thousand dollars (\$3,300,000), nor shall the ad-valorem abatement period for any single phase, present or future, exceed ten (10) years.

"OWNER" expressly acknowledges, covenants, consents and agrees that the maximum amount of ad valorem tax abatement under this agreement and/or any future ad-valorem tax abatement agreements between "WEBB" and "OWNER" including any future Phase II or other future phases of the project, shall not exceed ten years or the total and/or combined maximum sum of three million three hundred thousand dollars (\$3,300,000) whichever event occurs first. Either event is a qualifying event for termination of the ad-valorem tax abatements, and any and all ad valorem tax abatement agreements between the parties shall terminate automatically.

If OWNER fails to meet the minimum criteria stated above regarding either number or new permanent full time jobs or required added value, then an abatement in a lesser amount may be granted based upon the "Guidelines and Criteria".

If OWNER fails to create the number of jobs represented in 4(g) above, but still falls within the minimum criteria, then the applicable lower rate of tax exemption may granted for that year upon certification by Webb County of the exemption rate.

However, if OWNER meets the "Guidelines and Criteria" for a higher rate of tax exemption, the higher rate will be granted for that year upon certification by Webb County of the exemption rate but in no event shall exceed one hundred percent (100%) abatement for ten (10) years.

- c. Added Value is the increase in the assessed value, as compared to base year value, of an eligible property as a result of expansion or modernization of an existing facility or construction of a new facility.
- d. Base Year Value is the assessed value of eligible property as of January 1st preceding the execution of this Agreement. **For this agreement, the base year value is the value certified for Tax Year 2016.**
- e. All valuations used shall be valuations as provided by the Chief Appraiser of Webb County Appraisal District.
- f. The OWNER shall file a rendition with the Chief Appraiser of Webb County Appraisal District in accordance with the Texas Property Tax Code and a copy shall be delivered to the Webb County Tax Assessor Collector.
- g. OWNER understands and agrees that the tax abatement value for replacing machinery and equipment shall be the market value of the new unit(s) less the market value of the old units(s).
- h. The Tax Abatement Period (the "Term") according to the Guidelines and Criteria shall be for not more than ten (10) years upon receipt of a certificate of occupancy from the City Building Official.
- i. OWNER shall pay to the WEBB ad valorem taxes assessed by the WEBB on the Property and Improvements in each year prior to the beginning of the Tax Abatement Period.
- j. OWNER understands and agrees that the Base Year value and the tax levy based on said base year value shall not decrease but may increase and that the otherwise taxable value attributable to the land and existing improvements in each year during the "Term" of this Agreement shall not be less than the taxable value of **over twenty million dollars (\$20,000,000)** representing the amount of value attributable to the land and existing improvements after project improvements. OWNER shall have the right to protest and/or contest appraisals of the land, the improvements and/or Personal Property thereon, over and above the required investments.

7. **DEFAULT/RECAPTURE**

- a. The only taxing entity affected by this Agreement is Webb County.
- b. In the event that the Improvements are completed and OWNER begins conducting business, but subsequently ceases conducting business at the site for any reason excepting fire, explosion or other casualty or accident or natural disaster for a period of six (6) months during the Tax Abatement Period, then the Agreement shall terminate and so shall the abatement of the taxes for the applicable calendar year during which the Improvements are no longer used for the purposes stated herein. The taxes otherwise abated for that calendar year shall be paid to the Webb County within thirty (30) days from the date of notice from the Webb County.
- c. During the Tax Abatement Period covered by this Agreement, WEBB COUNTY may declare a default by OWNER hereunder if OWNER refuses or neglects to comply with any of the terms of this Agreement or if any representation made by OWNER in this Agreement is false or misleading in any material respect. Should WEBB COUNTY determine that OWNER is in default according to the terms and conditions of this Agreement, WEBB COUNTY shall notify OWNER in writing at the address stated in Section 11 of this Agreement, and if such is not cured with thirty (30) days from the date of such notice (Cure Period), then the Agreement may be terminated. However, in the case of default for causes beyond OWNERS reasonable control, which cannot with due diligence be cured within such thirty (30) day period, the Cure Period shall be deemed extended if OWNER shall (1) immediately upon receipt of such notice advise WEBB COUNTY of the reasons the default is beyond OWNER'S control and state OWNERS intention to institute all steps necessary to cure such default; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same. If the contract is terminated, taxes will be due for the tax years thereafter and all taxes previously abated by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination with compliance with the provisions of the Texas Property Tax Code.
- d. In the event that OWNER allows its ad valorem taxes due on the Base Year value of the Property and Improvements to become delinquent and fails to timely and properly follow the legal procedures for their protest and fails to pay taxes on the value of property not in contest, then this Agreement may be terminated pursuant to Section 9. Taxes will then be due for the tax year during which the termination occurred and shall accrue without abatement for all tax years thereafter and all taxes by virtue of this Agreement shall be reinstated and recaptured and shall be paid within thirty (30) days of termination in compliance with the applicable provisions of the Texas Property Tax Code.
- e. In the event the Property, the Improvements and/or Personal Property are taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation, then this Agreement shall terminate (only as to

the Property and the Improvements affected by the taking), for the calendar year during which the taking occurs and there shall be no recapture of taxes.

- f. The recovery and/or recapture of taxes as provided herein shall be the sole remedy of WEBB COUNTY in the event of a default hereunder by OWNER, and such recovery and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which OWNER may be entitled. The recovery and/or recapture of taxes provided in this Section 7 is not applicable to situations involving minor changes to the description of the Property or changes in management or operation of the Property as long OWNER continues business as stated in Section 4(a).
- g. If any representation or warranty made by OWNER in this Agreement or the Application for Tax Abatement is false or misleading in any material respect, Webb County may declare a default and legal action may be taken.

8. **DISCLAIMER**

EL PORTAL CENTER, LLC., (EL PORTAL), ACKNOWLEDGES THAT, EXCEPT FOR WEBB COUNTY'S REPRESENTATIONS CONTAINED WITHIN THIS AGREEMENT, NEITHER WEBB COUNTY NOR ANY AFFILIATE OF COUNTY NOR ANY RELATED PARTY OF WEBB COUNTY HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED) REGARDING THE PROJECT, THE TEXAS GOVERNMENT CODE, TEXAS TAX CODE, AND/OR THE TEXAS LOCAL GOVERNMENT CODE ("CODE"), AND/OR ANY ACTIONS AUTHORIZED BY THE CODE, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY EXHIBIT HERETO, OTHER THAN THE OBLIGATIONS EXPRESSLY CONTAINED IN THIS AGREEMENT.

9. **TERMINATION**

9.1 **Termination.** In addition to the recapture and termination rights contained herein, this Agreement shall terminate upon the occurrence of any one or more of the following:

- a. The Expiration Date;
- b. The execution by all Parties of a written agreement terminating this Agreement;
- c. At the option of a Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof, or, if such breach is not susceptible of cure within thirty (30) days, such period of time thereafter as the breaching party diligently pursues the cure thereof, but in any event if such breach is not cured within one hundred eighty (180) days after written notice thereof; or

- d. Any subsequent Federal or State legislation or any decision by a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

10. INDEMNIFICATION, ATTORNEYS FEES, & OTHER REMEDIES

10.1 **EL PORTAL CENTER LLC., (EL PORTAL)**, COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE WEBB COUNTY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE WEBB COUNTY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE WEBB COUNTY, TO THE EXTENT DIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO **EL PORTAL'S** NEGLIGENT ACTS OR OMISSIONS UNDER THIS AGREEMENT. PROTRANS FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF WEBB COUNTY AND IN THE NAME OF WEBB COUNTY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND/OR REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE. **EL PORTAL'S** OBLIGATIONS UNDER THIS SUBSECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10.2 Independent Contractor. It is expressly understood and agreed that **EL PORTAL** is and shall be deemed to be an independent contractor with no authority to contract for Webb County or in any way to bind or commit Webb County to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Webb County.

10.3 Non Waiver of Remedies. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

10.4 Waiver of Consequential Damages. Each party waives all present and future claims for consequential damages against the other party and the appointed or elected officials, members, agents, employees, officers, directors and representatives of the other party arising from or related to this Agreement, and such waiver shall survive any termination of this Agreement.

11. **NOTICE**

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Certified Mail, postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt.

TO THE OWNER: El Portal Center, LLC.
Mr. Gary Skoien c/o
The Horizon Group Properties, Inc.
10275 W. Higgins Rd., Suite 560
Rosemont, IL 60018

With a copy to:

Mr. William S. Dahlstrom
Jackson Walker, LLP.
2323 Ross St.
Suite 600
Dallas, Texas 75201
Phone: (214) 953-5932
wdahlstrom@jw.com

Phillip Waters
10275 W. Higgins Rd., Suite 560
Rosemont, IL, 60018
Ph. (847) 292-1875
Fax No. (847) 292-1879
Phil.Waters@HorizonGroup.com

TO THE COUNTY: Webb County, Texas, c/o
Mr. Leroy Medford
Webb County Commissioner's Ct. Administrator
1110 Houston St.
Laredo, Texas 78040
lrmedford@webbcountytexas.gov

Webb County, Texas
c/o Ms. Patricia Barrera
Tax Assessor/Collector
1110 Houston St.
Laredo, Texas 78040

Webb County Appraisal District
c/o Martin Villarreal
Chief Appraiser
3302 Clark Boulevard
Laredo, Texas 78043

Either party may designate a different address by giving the other party ten (10) days written notice.

12. **CONDITION**

This Agreement is conditioned entirely upon the prior approval of the Webb County Commissioners Court by the affirmative vote of a majority of the members at a scheduled meeting.

13. **ASSIGNMENT**

The Ad-Valorem Tax Abatement Agreement approved by hereunder may be transferred and assigned by the current holder, company, property owner, individual, and/or business to a new owner or lessee of the same property, project and/or facility subject to an ad-valorem tax abatement upon the approval by resolution of the Webb County Commissioners Court, subject to the financial capacity of the assignee, and provided all conditions and obligations in the tax abatement agreement are guaranteed to be complied with by the assignee by the execution of a new contractual agreement with the County of Webb. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to the County of Webb or any affected jurisdiction or other taxing entity or agency for outstanding ad-valorem and/or personal property taxes or other obligations. Approval shall not be unreasonably withheld. A written request must be made by the new owner to the Webb County Commissioners Court Administrator, the Webb County Tax Assessor/Collector and the Webb County Economic Development Dept., c/o Mr. Juan Vargas.

14. **GENERAL PROVISIONS**

- a. "Eligible Property" shall not be located in an improvement project financed by tax increment bonds.
- b. This Agreement is entered into subject to the rights of the holders of outstanding bonds of WEBB COUNTY. No bonds for which WEBB COUNTY is liable have been used to finance this project.
- c. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. OWNER acknowledges that Webb County Commissioner's Court approval is required for any of these actions.

15. **SEVERABILITY**

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

16. **ESTOPPEL CERTIFICATE**

Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose.

17. **OWNER STANDING**

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or Webb County Commissioner's Court' actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

18. **MISCELLANEOUS**

18.1 Binding Agreement: The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto as set forth in Section 13. This Agreement may not be assigned by **EL PORTAL**, without prior written consent of Webb County and compliance with Section 13 herein-above, which approval will not be unreasonably withheld.

18.2 Force Majeure. Except for the obligation to make payments when due, neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting from the acts of God, civil or military authority, material change of law, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions, or any similar or dissimilar cause beyond the reasonable control of either party (each an "Event of Force Majeure").

18.3 Limitation on Liability. It is understood and agreed among the parties that **EL PORTAL** and Webb County, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

18.4 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

18.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be exclusively in the State District Court of Webb County, Texas. The Parties agree to submit to the jurisdiction of said courts.

18.6 Amendment. This Agreement may only be amended by a written agreement executed by the Parties.


18.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

18.8 Entire Agreement. This Agreement, along with any exhibits, schedules and/ or attachments hereto, constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions, or agreements between Webb County and El Portal Center LLC, as to the subject matter hereof.

Approved by a majority of a quorum of the Webb County Commissioner's Court on January 19th, 2016.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this 5th day of February, 2016.

ATTESTED TO:


Hon. Tano E. Tijerina
Webb County Judge


EL PORTAL CENTER, LLC.
An Illinois Limited Liability Company

By: Horizon El Portal, LLC.
An Illinois Limited Liability Company
It's Managing Member

By: Horizon Group Properties, L.P.
A Delaware Limited Partnership
It's Manager

By: Horizon Group Properties, Inc.
A Maryland Corporation
It's General Partner

By: *Philip E. Waters*
Name: Philip E. Waters
Title: Senior Vice President
Date: 02/05/16


Margie Ramirez Ibarra
Margie Ramirez Ibarra
Webb County Clerk
APPROVED AS TO FORM:

Marco A. Montemayor
Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT "A"
AMENDED POLICY GUIDELINES, CRITERIA & METHODOLOGY
GOVERNING TAX ABATEMENTS FOR
"WEBB COUNTY, TEXAS"
Effective November 23rd, 2015

**SECTION 1: GENERAL TAX ABATEMENT AUTHORIZATION, RESOLUTION,
PURPOSE, METHOD, OBJECTIVE & POLICY.**

1.1 Authorization:

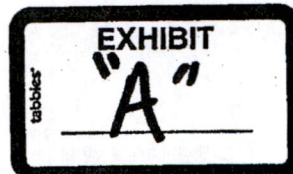
(a) **General Authorization.** The Webb County Commissioners Court ("Commissioners Court") is authorized to develop and administer a program to stimulate business and commercial activity in Webb County pursuant to Chapter 312 of the Texas Tax Code and Chapter 381, Sections 381.004 (a), (b) (g) & (h) of the Texas Local Government Code and other applicable statutes allows and provides for but does not obligate or require, the County to grant a tax abatement on the value added to a particular property on account of a specific development project that meets the eligibility requirements set forth in these Tax Abatement Policy Guidelines, Criteria and Methodology. In order for the County to enter into tax abatement agreements, the County is required to establish guidelines and criteria governing tax abatements and to pass a resolution stating that the County elects to become eligible to participate in tax abatements.

(b) **Tax Abatement Resolution.** Webb County has adopted a Resolution stating that Webb County elects to become eligible to participate in tax abatements under TEXAS LOCAL GOVERNMENT CODE, Section 381.004(g), and applicable portions of the TEXAS TAX CODE, Chapter 312.

1.2 Purpose and Method.

(a) **General Purpose.** The purpose of this Policy is to establish the guidelines and criteria and methodology governing tax abatements under which Webb County can develop and administer a program to stimulate and encourage business activity in Webb County in order to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Webb County. These policy guidelines, criteria and methodology governing tax abatements contribute to the economic development of Webb County, and the enactment of these amended policy guidelines, criteria and methodology governing tax abatements will assist the County in the achievement of its objectives to create jobs for the citizens of the County, build the tax base of the County, and provide an attractive environment for businesses to build capital intensive projects within a Tax Abatement Reinvestment Zone.

(b) **Method.** The purpose of this Policy is also to establish the guidelines, criteria and the methodology for economic development utilizing an tax abatement approach to tax incentives. This Policy establishes guidelines and criteria under which the County may enter into ad-valorem tax abatement agreements as a part of the County's Economic Development Program established under this Policy in order to further the economic



development of Webb County.

1.3 Objective & Policy:

(a). The County of Webb is committed to enhancing the competitiveness and the expansion potential of the County; to attracting and encouraging new industry and investment; to improving Webb County and its infrastructure which attracts and supports development; expanding the tax base, local employment opportunities, and the overall quality of life for its citizens. This document describes the tax abatement policy guidelines, criteria and methodology governing tax abatement opportunities that Webb County may consider in attempts to assert positive economic development. Nothing herein shall imply or suggest that the Webb County is under obligation to afford these opportunities to any applicant. All applicants shall be reviewed on a case-by case basis. The customized design of a total incentives package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling Webb County to respond to the changing needs of the County. Consideration will be given to applicants according to the criteria listed in this document and Chapter 312 of the Texas Tax Code, and Chapter 381, Sections 381.004 (a), (b), (g) & (h) of the Texas Local Government Code.

(b). As set forth in Chapter 381, Section 381.004 Subsection b. (1-7) of the Texas Local Government Code, to stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program; b. (1) for state or local economic development; b. (2) for small or disadvantaged business development; b. (3) to stimulate, encourage, and develop business location and commercial activity in the county; b. (4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses; b. (5) to improve the extent to which women and minority businesses are awarded county contracts; b. (6) to support comprehensive literacy programs for the benefit of county residents; or b. (7) for the encouragement, promotion, improvement, and application of the arts.

~~(c) As set forth in Chapter 381, Section 381.004 Subsection c. (1-4) of the Texas Local Government Code, The commissioners court may: c. (1) contract with another entity for the administration of the program; c. (2) authorize the program to be administered on the basis of county commissioner precincts; c. (3) use county employees or funds for the program; and c.(4) accept contributions, gifts, or other resources to develop and administer the program.~~

(d) As set forth in Chapter 381, Section 381.004 Subsection (d). A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The commissioner's court may develop and administer a program authorized by Ch. 381, Section 381.004 Subsection (g), of the Texas Local Government Code for entering into an ad-valorem tax abatement agreement with an owner or lessee of a property interest subject to ad-valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Chapter 312 of the Texas Tax Code, and/or Sections

312.204, 312.205, and 312.211 of the Texas Tax Code, as if the commissioner's court were a governing body of a municipality.

(f) In accordance with Ch. 381, Section 381.004 Subsection (h) of the Texas Local Government Code, the commissioner's court may develop and administer a program authorized by Ch. 381, Section 381.004, Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

1.4 General Eligibility Criteria:

A tax abatement can only be granted, to persons or entities eligible for a tax abatement pursuant to Chapter 312, of the Texas Tax Code, and/or Chapter 381, Sections 381.004 a.(1-4), b.(1-7), (g), & (h) of the Texas Local Government Code which persons or entities as of the effective date of these Amended Tax Abatement Policy Guidelines, Criteria and Methodology are:

(i) the owner of taxable real and/or personal property located in a reinvestment zone in Webb County, Texas and/or the City of Laredo;

1.5 General Exclusions and Limitations:

1.5.1 Leases of Real Property

A person or entity seeking tax abatement on real property that is leased from a third party should be advised that, pursuant to state law, the County of Webb can only abate taxes on the increased value of the taxable leasehold interest in the real property, if any, and the increase in value of taxable improvements and tangible personal property located on the real property and subject to the leasehold interest, if any. Before applying for a tax abatement from the County of Webb, such persons or entities should seek professional and legal guidance, and may wish to consult with the appraisal district having jurisdiction over the property in question, as to whether their development projects will result in a taxable leasehold interest in the property and, if so, the anticipated additional and/or increased value of that leasehold interest. If the eligible project, facility and/or improvements are constructed or located on a leased property, the property owner shall be the party eligible for any ad-valorem tax abatement. The other party to the lease may join in the execution of agreement but shall not be obligated to assure performance of the party receiving the ad-valorem tax abatement.

SECTION 2: DEFINITIONS.

As used within the amended Webb County Tax Abatement Policy Guidelines, Criteria and Methodology, the following words or phrases shall have the following meanings:

(a) **"Abatement" or "Tax Abatement"** means the temporary, full or partial exemption from Webb County ad valorem taxes of certain eligible taxable real and in some cases tangible personal property and/or improvements located within a Reinvestment Zone designated for economic development purposes by Webb County and/or the City of Laredo. The Webb County Commissioners Court may grant a Company an exemption from taxation on a portion of

the value of the real property or of tangible personal real property located on the real property, or both, on the condition that the Company, Individual and/or Property Owner make specific improvements or repairs to the Property and meet other requirements pursuant to this Policy and the agreement terms.

(b) **"Abatement/Payment Term"** means that time period beginning on the Completion Date and ending on the Termination Date of the Agreement. If the Commissioners Court approves completion of a Project in phases, then the Abatement/Payment Term will begin with the Completion Date of the first phase.

(c) **"Abatement/Payment Year Value"** means the value assessed by the Webb County Appraisal District ("WCAD") for the purpose of the payment of Webb County Ad Valorem Taxes on the Property for any tax year included in the Abatement/Payment Term of the Agreement.

(d) **"Ad Valorem Taxes"** means those ad-valorem property taxes assessed by the ("W.C.A.D.") on eligible property within Webb County.

(e) **"Added Value"** means the increase in the assessed value, as compared to base year value, of an eligible property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility." It does not mean or include "deferred maintenance".

(f) **"Affected Jurisdiction"** means Webb County and every other taxing unit that includes within its boundaries property located within a proposed or existing reinvestment zone.

(g) **"Agreement"** means a contractual tax abatement agreement between a company, individual and/or business who is the property owner of eligible real and/or personal property and the County of Webb for the purposes of ad-valorem tax abatement in accordance with these tax abatement policy guidelines, criteria and methodology.

(h) **"Agreement Funds"** means all money paid to or abated for a Company, property owner, and/or business pursuant to the terms of the tax abatement agreement entered into under this Policy; also, the amount by which Ad-Valorem taxes which would have been paid by the Company, property owner, and/or business which is abated pursuant to the terms of the Ad-Valorem Tax Abatement Agreement.

(i) **"Agreement Term"** means that time period commencing on the date the Agreement is signed by all parties (also "Effective Date") and continuing until the Termination Date (as defined herein and/or in the Agreement).

(j) **"Base Year Value"** means the assessed value of eligible property as determined by the Webb County Appraisal District located in a reinvestment zone on January 1 of the year in which the agreement is executed.

(k) **"Company"** means a Company in good standing or other such entity in good standing and/or its authorized Officer(s), an Individual owner, and/or Business who owns real

and/or personal property, in Webb County entering into and applying for an Ad-Valorem Tax Abatement Agreement with Webb County under this Policy.

(l) **"Completion Date"** means the date of issuance of the Certificate of Occupancy for the Project. If the County approves completion of the Project in phases, there may be a different Completion Date for each approved phase; however, the Abatement/Payment Term will begin running as of the Completion Date of the first phase.

(m) **"Deferred Maintenance"** means improvements necessary for continued operations which do not improve productivity or alter the process technology.

(n) **"Economic Life"** means the number of years a property improvement is expected to be in service in a tax abatement reinvestment zone.

(o) **"Effective Date"** means the date that all parties to an Agreement entered into pursuant to this Policy have fully executed the Agreement.

(p) **"Effective Year Value"** means the value assessed by WCAD for the purpose of the payment of Webb County Ad Valorem taxes on the Property for the tax year including the Effective Date of the Agreement.

(q) **"Employee"** means a person who's employment is both permanent and fulltime, who works for and is an employee of the Company/Owner or an employee of a Business, who works a minimum of 1,750 hours per year exclusively within the reinvestment zone, who receives industry-standard benefits, and whose employment is reflected in the Companies, Owner's (and/or Business' applicable) quarterly report filed with the Texas Workforce Commission ("TWC"); but excluding any direct contract employment (seasonal, part-time, and full-time equivalent).

(r) **"Expansion"** means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.

(s) **"Economic Life"** means the number of years a property improvement is expected to be in service in a tax abatement reinvestment zone.

(t) **"Facility"** means property improvements completed or in the process of construction which together compromise an integral whole.

(u) **"Manufacturing Facility"** means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

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

equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.

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

(x) **"Other Basic Industry"** means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside Webb County, Texas. A Corporate Home Office is included in this definition.

(y) **"Other Basic Industry Facility"** means property, previously undeveloped, which is placed into service by means other than or in conjunction with expansion or modernization.

(z) **"Owner"** means the Company and/or other entity, in good standing, business, and/or individual who is the Owner of the real property in Webb County subject to an abatement of ad-valorem taxes. If the eligible property is constructed or located on a leased property, the property owner shall be the party eligible for any ad-valorem tax abatement. The other party to the lease may join in the execution of agreement but shall not be obligated to assure performance of the party receiving the abatement.

(aa) **"Permanent Full-Time Job"** means a new employment position created by a company, owner and/or employee of a business that provides a regular work schedule of at least 35 hours per week or 1820 hours of regular employment per year to a Webb County, Texas resident and maintains the employment position exclusively within the reinvestment zone during the term of the abatement agreement.

(bb) **"Productive Life"** means the number of years a property improvement is expected to in service in a facility.

(cc) **"Project"** means the proposed development as specifically described by the Company/Owner in the application/request for ad-valorem tax abatement incentives and the Tax Abatement Agreement.

(dd) **"Property"** means the land (real property) on which the Project will be developed.

(ee) **"Proximate Relocations"** means moving a business within Webb County, Texas.

(ff) **"W.C.A.D."** means the Webb County Appraisal District.

(gg) **"W.C.B.O."** means the Webb County Budget Officers, and/or other person authorized by the Webb County Commissioners Court.

(hh) **"Tax Abatement Reinvestment Zone"** means any real property within Webb County, Texas which has been designated as a reinvestment zone, by the Webb County

Commissioners Court and may include any land within the City of Laredo, that has been designated as a reinvestment zone by Laredo City Council.

(ii) **"Tax Abatement Term"** The Tax Abatement Agreement Term shall be as set forth in the specific agreement entered into under these Policy Guidelines, Criteria and Methodology governing Tax Abatement Agreements between Webb County and the Company, individual property Owner and/or Business. The Ad-Valorem Tax Abatement Term under an agreement for an ad-valorem tax abatement shall not exceed a period of ten (10) years. The Abatement portion of the agreement for an ad-valorem tax abatement may take effect on January 1 of the next tax year after the date the improvements or repairs are substantially completed and/or a certificate of occupancy is issued for the project.

(jj) **"Termination Date"** means the end of the time period specified under the Agreement.

SECTION 3: ABATEMENT AUTHORIZED

3.1 Authorized Facility: Abatement may be eligible for new facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

3.2 Creation of New Value: Abatement may only be granted for the Added Value of eligible property improvements based on valuations as determined by the Webb County Appraisal District and subject to and listed in an ad-valorem tax abatement agreement between Webb County and the company, property owner, business and/or lessee, if required, subject to such limitations as said jurisdiction may require.

3.3 Eligible Property: Ad-Valorem Tax Abatements may be extended to the Added Value of real and tangible personal property as noted in Section 3.6.

~~**3.4 Ineligible Property:** The following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings; and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property with an economic life of less than 15 years; property owned used by the state of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the state of Texas, or any property exempted by local, state or federal law. When such exempted property includes manufacturing machinery and equipment listed in the Investment Budget (as required in "Application"), then the value of such property may not be included toward the achievement of investment or valuation thresholds set in the Agreement.~~

3.5 Types Of Industry: In keeping with the broad based approach to economic development, agreements will not be restricted to any particular type of industry. Preference will, however, be given to manufacturing and any other type of industry which provides relatively higher waters. In keeping with obtaining the highest cost-benefit, tax abatements will be granted on the basis of (a) new jobs and (b) additional investments, for a maximum term of 10 years.

3.6 Period and Percentage of Abatement:

THE BASIC FORMULA:

All ad-valorem tax abatement agreements in Webb County are subject to the following; a.) the actual number of years of the ad-valorem tax abatement, b.) the actual percentage of the ad-valorem tax abatement, and c.) the total actual amount of the ad-valorem tax abatement in the final ad-valorem tax abatement agreement to be approved and granted by Webb County for each applicant. Each ad-valorem tax abatement agreement shall be subject to final negotiations between the Webb County and the applicant utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as assessed by the Webb County Appraisal District (WCAD)	Percent of Abatement	Term
50 to 100 jobs	\$1 million up to \$2.5 million	Up to 25%	Up to 5 years
101 to 150 jobs	over \$2.5 million up to \$5 million	Up to 50%	Up to 5 years
151 to 200 jobs	over \$5 million up to \$10 million	Up to 75%	Up to 5 years
Over 200 jobs	Over \$10 million	Up to 100%	Up to 5 years
New Permanent Full Time Jobs	Added Value in Real and Tangible Personal Property, as Assessed by Webb County Appraisal District (WCAD)	Percent of Abatement	Term
Over 200 Jobs	Over \$20 million	Up to 100%	Up to 10 years

In cases where the required additional investment exceeds \$10 million and the number of jobs is not expected to be met, an tax abatement may be allowed utilizing the following criteria:

New Permanent Full Time Jobs	Added Value in Real and Personal Tangible Property, as assessed by Webb County Appraisal District (WCAD)	Percent of Abatement	Term
At least 10 jobs	Over \$10 million	Up to 100%	Year 1
		Up to 80%	Year 2
		Up to 60%	Year 3
		Up to 40%	Year 4
		Up to 20%	Year 5
At least 5 jobs	Over \$50 million	Up to 60%	Years 1-5
		Up to 40%	Years 6-10

3.7. Living Wage Requirement: In order to count as a permanent full-time job under this ad-valorem tax abatement policy, guidelines and criteria program, the job should pay employees wages at a minimum level which is equal to two dollars (\$2.00) above the U.S. minimum wage

in effect at the time of the agreement. Additional compensation, such as commissions and mileage, will be taken into consideration and will be included in the wages. However, overtime will not be considered.

3.8 Other General Amended Tax Abatement Policies, Guidelines & Criteria:

3.8.1 Companies and Business' located in a reinvestment zone shall be required to pay permanent and full time employees with industry standard benefits.

3.8.2 The ad-valorem tax abatements must be offered to local companies in Webb County for the expansion of existing facilities as well as new facilities.

3.8.3 The ad-valorem tax abatements must be "performance based" to provide cost benefit advantages to Laredo and Webb County.

3.8.4 The ad-valorem tax abatements must not permit outside companies to unfairly compete with local companies in the same business in the local market: competing companies may be considered if 75% of their customers are outside Laredo/Webb County, or if any other measures are offered which are judged to make the companies compatible with County of Webb interests.

3.8.5 The ad-valorem tax abatements and the tax abatement agreement must be negotiated quickly and in good faith by representatives of all concerned local entities.

3.8.6 The tax abatements and the tax abatement agreement must be contractual and fully and accurately disclosed to the public.

3.8.7 The tax abatement agreement contract must be effectively protected by termination, cancellation, recalibration and/or recapture provisions which would insure the return of the community's funds if the company and/or Owner default on their part of the terms, conditions, and/or requirements set forth in the tax abatement agreement. There should however, be no levy of penalties above repayment of actual local costs.

3.9 Negotiation and Variance

3.9.1 Notwithstanding anything to the contrary in these Amended Policy Guidelines, Criteria and Methodology governing Tax Abatements, the Webb County Commissioners Court may, depending upon the owner/company/applicant, grant tax abatements which differ from the Basic Formula contained in Section 3.6 by taking into consideration the following, a.) if whether the property, project and/or area being proposed to be designated as a possible reinvestment zone will be reasonably likely as a result of such designation as a reinvestment zone, contribute to the retention, or expansion of primary employment in Webb County; b.) whether the proposed project would attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of Webb County; c.) job creation, retention and cost benefit to Webb County; d.) the nature and size of the project and monetary investment and the possible added value of the property and improvements and potential economic benefits

to Webb County; e.) owner/company/applicant's financial statements or D&B rating; f.) owner/company/applicant's past business history; g.) nature of the production process; h.) actual, possible and/or potential environmental hazards; i.) actual, possible and/or potential environmental benefits; j.) cost breakdown of the investment into land, building, equipment; k.) probable project status at the end of 10 years; l.) percent of hiring of local workers; m.) benefits to be paid to local workers; and/or n.) any other criteria deemed appropriate by Webb County Commissioners Court for such determination, where the owner/company/applicant shows unique-circumstances that, in the opinion of Webb County Commissioners Court, meet the economic development goals and objectives of Webb County, Texas.

3.9.2 The Webb County Commissioners Court further reserves the right to vary the term and percent of abatement from the Basic Formula contained in Section 3.6, on a case by case basis, where the applicant shows unique-circumstances that, in the opinion of Webb County Commissioners Court, meet the economic development goals and objectives of Webb County, Texas.

SECTION 4: APPLICATION

4.1 Any owner of taxable real and/or personal property in Webb County may request the designation of a reinvestment zone and an ad-valorem tax abatement agreement by filing a written application with the County of Webb.

4.2 The application shall be signed by the company or other entity, business, individual and/or a property owner accompanied by;

4.2.1 a general description of the project, the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;

4.2.2 a descriptive list of the improvements which will be a part of the project and/or facility;

4.2.3 an estimate of the cost of the improvements;

4.2.4 an estimate of the number of employees during construction, and thereafter, to operate the project and/or facility;

4.2.5 a map, metes and bounds or other valid legal property description of the property proposed as a reinvestment zone;

4.2.6 a time schedule for undertaking and completing the planned improvements; and a proposed program for the recruitment of local employees in the construction and operation of the project and/or facility together with a statement affirming the applicants commitment to equal opportunity hiring, at all levels, and

4.2.7 a plan to implement and ensure such hiring,

4.2.8 an application fee of \$1,000 to defray cost of administration and maintenance of these guidelines is required for projects in both the incorporated and/or unincorporated areas of the County.

4.3 In the case of modernization, a statement of the assessed value of the project and/or facility separately stated for real and personal property shall be given for the tax year immediately preceding the application.

4.4 The application shall provide such financial and other information as required by Webb County to enable it to evaluate the financial capacity of the company, business, property owner/applicant. In the case of an application based on job retention, the company, business, property owner/applicant shall include sufficient information to verify the potential of job loss that would occur without such ad-valorem tax abatement(s).

4.5 If Webb County intends to act favorably on the application and enter into an ad-valorem tax abatement agreement, it shall do so in writing with the owner of the taxable real property located in an area designated as a reinvestment zone to exempt from taxation all of the increase in the value of the property over its value in the year in which the ad-valorem tax abatement agreement is executed.

4.6 The County may not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the applicable provisions of these amended "Policy Guidelines, Criteria and Methodology Governing Ad-Valorem Tax Abatements". Not later than the seventh day before the date on which the County enters into such an agreement, the County Judge, or an officer or employee of the County designated by him, shall deliver 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 an agreement. The notice shall be placed in the mail, postage paid, properly addressed, and sent by certified mail with return receipt requested.

4.7 A resolution designating an area as a reinvestment zone may not be adopted by the County until the Webb County Commissioners Court has held a public hearing on the designation.

4.7.1 The County must find that the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the County after the agreement entered with the owner has expired.

4.7.2 It also must be found that the area of the proposed reinvestment zone is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and would contribute to the economic development of the County.

4.7.3 At the hearing, interested persons are entitled to speak and present evidence for or against the designation.

4.7.4 Not later than the seventh day before the date of such hearing, notice of the hearing must be published in a newspaper having general circulation in Webb County; and said notice shall be delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone.

4.7.5 The notice shall be placed in the mail, postage paid, and properly addressed to the appropriate presiding officer.

4.7.6 The County shall not establish a reinvestment zone for the purpose of tax abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

SECTION 5: AGREEMENT

After the hearing the Commissioners Court shall adopt a resolution finding: that the proposed ad-valorem tax abatement agreement must be filed with the resolution, a copy of which is to be attached thereto, and that the ad-valorem tax abatement agreement meets the applicable provisions of these "Policy Guidelines and Criteria Governing Tax Abatement Agreements". The resolution shall also authorize the execution of the agreement with the applicant/owner/company, and the agreement must include provisions for the following required elements;

5.1 Required Elements. The following must be included in any Tax Abatement Agreement entered into under this Tax Abatement Policy, and terms in the Tax Abatement Agreement must state that compliance with these requirements is mandatory:

(i) Commissioners Court Finding. An ad-valorem tax abatement agreement cannot be entered into unless the Commissioners Court finds: that the terms of the agreement and the Property subject to the agreement meet the applicable tax abatement guidelines, criteria and methodology set forth in this Policy; and that the development of the Property, Project and/or Facility will result in substantial immediate and long-term financial benefit to Webb County and/or significant financial benefit to other taxing entities within Webb County.

~~(ii) Maximum Incentive Amount. In no event will the percentage of the ad-valorem tax abatement exceed 100% per year.~~

(iii) Ownership. The Company, applicant and/or business must own or plan to own the Property to the satisfaction of Webb County in order to enter into an Ad-Valorem Tax Abatement Agreement under these amended Policies, Criteria and Guidelines governing ad-valorem tax abatements. Incentives will not be granted relative to leased property. Property that is owned or leased by a person who is a member of the Commissioners Court is hereby expressly excluded and prohibited from receiving ad-valorem abatement under this Policy, and the Company, Owner, Applicant will warrant that none of the Property subject to the ad-valorem tax abatement agreement is owned or leased by a member of the Commissioners Court.

(iv) Improvements. Incentives provided under this Policy shall be granted for new facilities and structures and for the expansion or modernization of existing facilities and structures. New development at an existing site may be considered

for benefits under this Policy. In order for expansion or modernization to qualify for incentives, such expansion or modernization must be accomplished to such an extent that substantial value is added to the ad valorem tax base, and cannot be cosmetic only in nature.

(v) Description of Improvement Terms. The agreement must list the kind, number and location of all proposed improvements of the Property.

(vi) Access. The agreement must provide for access and authority for County employees to enter the Property and inspect to ensure that the improvements or repairs are made according to the terms of the Agreement, and that the Company is in compliance with all other terms and conditions of the Agreement. Representatives of Company shall be permitted to attend the inspections. The inspections shall be preceded by twenty-four (24) hours notice, and such inspections shall be conducted so as not to interfere with the business operations of the Company, and shall comply with the Company's reasonable safety standards. County may make ongoing inspections/ monitoring visits under these same conditions throughout the Agreement Term to ensure ongoing compliance.

(vii) Usage. The agreement must limit the uses of the Property consistent with the general purpose of encouraging development or redevelopment of the Property during the Agreement Term.

(viii) Recapture. The agreement must provide for recapture of property tax revenue lost as a result of the Agreement if the Company fails to make the improvements or repairs as provided by the Agreement; the agreement is terminated, with recapture pursuant to Section 28.004(i); and under other applicable provisions of this Policy.

~~(ix) Terms. The agreement must contain each term of the Agreement.~~

(x) Annual Certification. The Agreement must require the Company to certify annually to the Commissioners Court that the Company is in compliance with the applicable terms of the Agreement.

(xi) Failure to Comply. The agreement must provide that the Commissioners Court may cancel or modify the agreement if the Company fails to comply with the Agreement.

The above requirements [Section 5.1 (i)-(xi)] will NOT be subject to waiver or change.

5.2 The exemption from taxation of all the increases in value of the property, over its value in the year in which the agreement was executed for the period of time provided, which tax abatement term shall not exceed ten (10) years;

5.3 A listing of the kind, number, and location of all proposed improvements of the

Property, project and/or facility;

5.4 Provide access to and authorize inspection of property, project and/or facility by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;

5.5 Limiting the uses of the property consistent with the general purpose of encouraging development or redevelopment of the reinvestment zone during the period that property tax exemptions are in effect;

5.6 Recapturing property tax revenue lost as a result of the agreement if the company/owner of the property defaults and fails to comply with the terms, conditions of the tax abatement agreement and/or the tax abatement policy guidelines and criteria after having been given notice of default and an opportunity to cure such defaults and/or fails make the improvements or repairs as provided by the tax abatement agreement entered into between the County and the company/owner/applicant;

5.7 A map showing proposed land and building improvements and uses in the reinvestment zone;

5.8 Total estimated cost of the improvements and employment estimates;

5.9 The commencement date, and the termination date of the tax abatement and the date taxes are first due to the County;

5.10 The nature of the construction, time schedule, property description and improvement as provided in the application in accordance with Sections 4.2.1 through 4.2.8.

5.11 A provision that the agreement shall be effective when executed by all parties and ~~upon the final passage of a Resolution and/or City Ordinance designating the creation of the reinvestment zone.~~

5.12 A provision that the applicant is required to file an annual report to the County describing the efforts of the applicant toward local hires and using local vendors and the progress on construction of the structures, improvements, expansion, and/or modernization of the project and/or facility and/or the efforts of the applicant toward local hires and using local vendors subsequent to completion of the construction of the structures, improvements, the expansion, and/or modernization of the property, project and/or facility.

5.12 Legal Compliance. The agreement must include provisions requiring that all applicable County and City codes and ordinances must be met and inspection take place in a timely manner; that the Owner/Company/Applicant will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990; and that the Owner/Company/Applicant will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition.

5.13 Environment. The agreement must require that all Projects shall be completed and

maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in a plan approved by the governmental entity having jurisdiction, as evidenced by written documentation from that entity. Owner/Company/Applicant shall not violate any federal, state or local legislation and/or regulations which prohibit or regulate deleterious effects on the environment within the Project.

SECTION 6: COMPLETION/DEFAULT/TERMINATION/RECAPTURE

6.1 Completion/Termination. An Agreement under this Policy will be considered completed and will terminate at the end of the tax abatement term specified in the Tax Abatement Agreement and/or when any cause for termination has occurred pursuant to these ad-valorem tax abatement policy guidelines, criteria and methodology and/or the terms of the Ad-Valorem Tax Abatement Agreement.

6.2 Notice of Default to Company/Owner. In the event that the Owner fails to comply with any of the requirements, terms and/or conditions precedent contained in either the ad-valorem tax abatement policy guidelines criteria, and methodology and/or the ad-valorem tax abatement agreement entered into between County and Owner, the County shall provide Owner with a written thirty (30) day notice of default and opportunity to cure the breach ("Cure Period"). The notice of default(s) by County to owner shall be sent to Owner via certified mail return receipt requested in accordance with the notice provisions contained in the tax abatement agreement and the notice of default(s) and opportunity to cure shall specify the nature of the Owner's breach of the tax abatement agreement and/or the tax abatement policy guidelines, criteria and/or methodology, and what action(s) and/or requirements of the ad-valorem tax abatement agreement and/or the tax abatement guidelines, criteria and/or methodology have not been complied by the Owner, and what Owner needs to do to cure the breach. Such notice of default by County shall notify the Owner that the tax abatement agreement is subject to possible cancellation, termination and the recapture to the tax abatements granted Owner by Webb County and/or other possible consequences to Owner in the event that Owner fails to cure the breach and remains in default after such notice of default is provided to Owner by Webb County. ~~If such default is not cured within thirty (30) days of the notice of default, then the~~ County shall notify owner that the tax abatement agreement shall be subject to being terminated. County at its' sole discretion may agree in writing with Owner to extend the time period to cure the breach. In the event that the cure is not completed in a manner that is satisfactory to County and the agreement is terminated by County, County shall have the right to recapture all of the taxes abated to Owner under the tax abatement agreement.

6.3 Early Termination. In the event of termination of any Agreement entered into under this Policy prior to the completion of all terms of any Agreement, pursuant to this Policy and/or the Agreement, County shall notify Company of termination of the tax abatement agreement and all future obligations of County under the Agreement shall cease. Upon notice of termination, Company shall refund to County any and all Agreement Funds paid to Company or exempted from payment by Company up to the time of termination pursuant to the terms of the Agreement.

6.3 Recapture. In the event that the Company/Owner either (1) allows it's ad valorem and/or personal property taxes owed to the City of Laredo, Webb County, and/or any school

district or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and/or conditions of the tax abatement agreement and/or the tax abatement policy, guidelines, criteria and/or methodology, and/or (3) Owner/Company defaults according to the terms and conditions of the ad-valorem tax abatement agreement and/or the ad-valorem tax abatement policy guidelines and criteria and fails to cure within the time period allowed; and/or (4) if the payment/abatement portion of the agreement is ruled invalid by a court of competent jurisdiction, the ad-valorem tax abatement agreement then may be terminated by written notice of such termination by Webb County to the Company, Property Owner and/or Business and all ad-valorem taxes previously abated by virtue of the ad-valorem tax abatement agreement will become due and payable by to Webb County by the Company, Property owner and/or business no later than sixty (60) days after termination of the agreement. County shall give Company written notice of recapture under this provision and refund of all ad-valorem taxes abated shall be paid by Owner to County no later than thirty (30) days after such notice of default is given and/or sixty (60) days after termination, whichever comes last. County shall have all available remedies for the collection of the recaptured tax revenue as provided generally in the Texas Tax Code, the tax abatement agreement, and/or the tax abatement policy guidelines and criteria for collection of delinquent property taxes. Webb County, at its sole discretion, has the option to provide a payback schedule in the alternative.

6.4 Taxation. Throughout the Ad-Valorem Tax Abatement Agreement Term, the Company shall be subject to all applicable ad-valorem and/or personal property taxation.

6.5 Reports. Company shall provide such report(s) as determined necessary by Webb County, and/or W.C.A.D. to document and ensure compliance with the terms of the Ad-Valorem Tax Abatement Agreement. Such reports shall be submitted to the W.C.A.D., Webb County Budget Officers, the Webb County Economic Development Department and/or another designee of Webb County in the format provided by Webb County. Webb County will have the right to monitor and audit findings in all reports as necessary to confirm compliance with the terms of this Ad-Valorem Tax Abatement Policy, Guidelines and Criteria and/or the Ad-Valorem Tax Abatement Agreement. Owner and/or Company will certify the authenticity and accuracy of each report submitted under the Agreement.

6.6 Reinvestment Zone - Abatement Agreements. Under Section 381.004(g), TEXAS LOCAL GOVERNMENT CODE, the Commissioners Court is authorized to develop and administer an economic development program utilizing tax abatement agreements with certain terms which are to be governed, to the extent practicable, by Sections 312.204, 312.205 and 312.211 of the TEXAS TAX CODE; also, in administering the tax abatement(s) the Commissioners Court is authorized to act as if it were a governing body of a municipality. Pursuant to that provision, the Commissioners Court will, when practicable and allowed by law, designate a Reinvestment Zone pursuant to Section 312.201, TEXAS TAX CODE, or will utilize a Reinvestment Zone created by another authorized taxing entity. Where designation of a Reinvestment Zone is determined not to be practicable, the Commissioners Court will review and evaluate the Property being proposed for development utilizing the criteria set forth for establishing a Reinvestment Zone under Chapter 312, TAX CODE, to determine that the Property does substantially meet the guidelines and criteria for establishing said Reinvestment

Zone and may at its' sole discretion nevertheless grant a Tax Abatement to the Owner of the Property without the designation of the property as a Reinvestment Zone on a case by case basis and by written agreement of the parties.

6.7 In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason excepting fire, explosion, or other casualty or accident or natural disaster for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year(s) during which the facility no longer produces. The taxes otherwise abated for that calendar year and/or current and/or prior year(s) shall be paid to Webb County and/or the affected jurisdiction and other taxing agencies within sixty (60) days from the date of termination as set forth in Section 6.3 herein-above.

SECTION 7: ADMINISTRATION

7.1 Each year, the company, property owner, applicant, business and/or individual receiving an ad-valorem tax abatement shall furnish the Webb County Budget Officers and/or Webb County's designee and the Chief Appraiser of the Webb County Appraisal District with such information as may be necessary to verify their qualification for the tax abatement year requested to be abated. The W.C.A.D. Chief Appraiser will annually determine the assessment of the real and personal property comprising the reinvestment zone and notify the Webb County Budget Officers, and/or Webb County's designee and the affected local taxing jurisdictions of the amount of the assessment.

7.2 Upon completion of construction, Webb County shall annually evaluate each facility receiving a tax abatement to insure compliance with the agreement.

SECTION 8: ASSIGNMENT

~~The Ad-Valorem Tax Abatement Agreement approved by hereunder may be transferred and assigned by the current holder, company, property owner, individual, and/or business to a new owner or lessee of the same property, project and/or facility subject to an ad-valorem tax abatement upon the approval by resolution of the Webb County Commissioners Court, subject to the financial capacity of the assignee, and provided all conditions and obligations in the tax abatement agreement are guaranteed to be complied with by the assignee by the execution of a new contractual agreement with the County of Webb. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to the County of Webb or any affected jurisdiction or other taxing entity or agency for outstanding ad-valorem and/or personal property taxes or other obligations. Approval shall not be unreasonably withheld.~~

SECTION 9: SUNSET PROVISION

The Policy Guidelines, Criteria and Methodology governing tax abatements are effective for two years from the date adopted. During that period, the "Policy Guidelines, Criteria and

Methodology Governing Ad-Valorem Tax Abatements" may be amended or repealed only by a vote of three-fourths of the members of the Commissioners Court.

SECTION 10: LEGAL NOTICE TO POTENTIAL APPLICANTS

The adoption of these tax abatement policy guidelines, criteria and/or methodology by the County does not and shall not;

10.1 Limit the discretion of the County to decide whether to enter into a specific ad-valorem tax abatement agreement;

10.2 Limit the discretion of the County to delegate to any of its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or

10.3 Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement; or

10.4 Waive or relinquish any immunity or defense on behalf of the County, its commissioners, offices, employees and agents as a result of the execution of a tax abatement agreement and/or the performance of the functions and obligations described herein.

ZONING DATA
FOR PROPERTY LOCATED WEST OF SANTA MARIA AVENUE

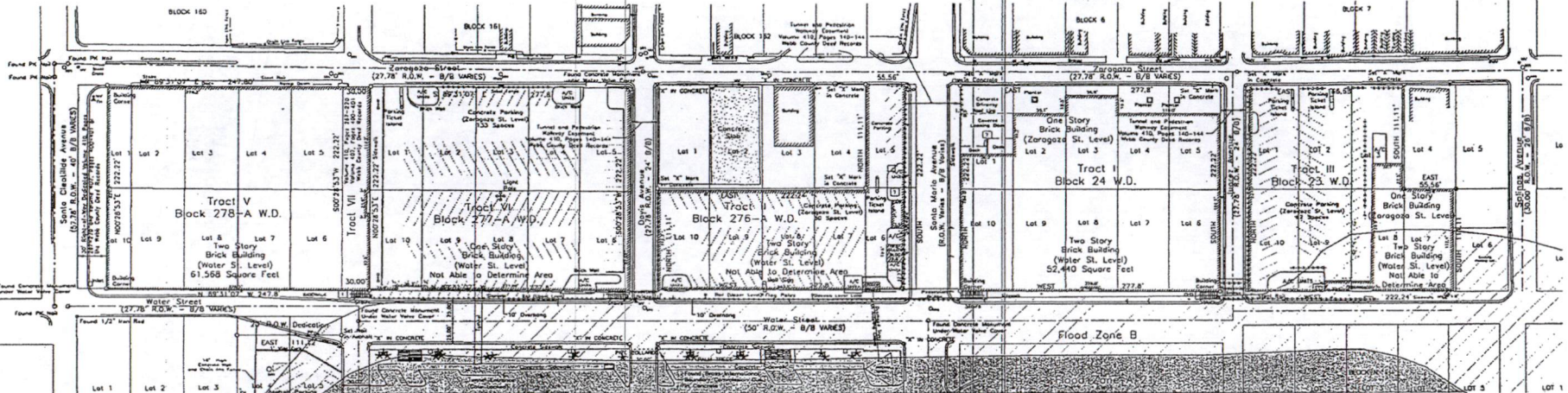
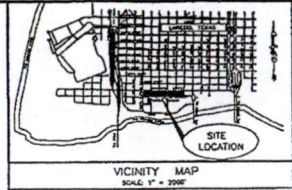
Zoning Classification: Zoned B-3, Community Business District.
Height Limited to 13 stories or 160 feet.
Setbacks: 25 Foot Front Setback
10 Foot Corner Side Setback
10 Foot Interior Side Setback
10 Foot Rear Setback
See section 24-77 of the City of Loreo - Land Development Code, for exceptions
Parking Requirements: See section 24-78 of the City of Loreo - Land Development Code
Source: City of Loreo - Land Development Code

ZONING DATA
FOR PROPERTY LOCATED EAST OF SANTA MARIA AVENUE

Zoning Classification: Zoned CBO, Central Business District
Height: Not Applicable
Setbacks: 0 Foot Front Setback
0 Foot Corner Side Setback
10 Foot Interior Side Setback
10 Foot Rear Setback
See section 24-77 of the City of Loreo - Land Development Code, for exceptions
Parking Requirements: See section 24-78 of the City of Loreo - Land Development Code
Source: City of Loreo - Land Development Code

SPECIAL USE PERMITS (S.U.P.)

For Electronic Displays:
Lot B, Block 276-A Western Division
Ordinance Number 2003-0-172
Lot B, Block 24 Western Division
Ordinance Number 2003-0-171
Source: City of Loreo, Planning Department



LEGAL DESCRIPTION

Tract I - all of Block 24, Western Division
Tract II - Lots 5, 6, 7, 8, 9, and 10, Block 276-A, Western Division
Tract III - Lots 1, 2, 3, 7, 8, 9, and 10, Block 23, Western Division
Tract IV - Lots 4, 5, 6, and 7, Block 23, Western Division, Save and Except the North 20 feet of said Lots 4 and 5
Tract V - all of Block 276-A, Western Division, Save and Except the West 30 feet of said block
Tract VI - all of Block 277-A, Western Division
Tract VII - 30 feet wide strip lying between Blocks 277-A and 278-A, Western Division
Per the Original map of the City of Loreo, Webb County, Texas.

SURVYOR'S CERTIFICATION
I, Ernest A. Meija, Jr., Registered Professional Land Surveyor, Registration number 3853, in the State of Texas and legally doing business in the County of Webb County, Texas, do hereby certify that I am the author of the foregoing plat.
The accompanying survey (Survey) represents an accurate survey made on the ground by me on September 2-9, 2009 of the land particularly described, and correctly shows the areas of the subject property, the location of all buildings, structures and other improvements situated on the property, and other matters shown on the subject property.
(except as where on the Survey) the lines and area of actual possession are the same.
The property described herein is the same as the property described in First American Title Insurance Company's The Commitment G.F. No. NCS-163324-LAI, bearing an Effective Date of April 28, 2008 and that all encumbrances, easements and restrictions referred to in said Commitment or apparent from public records of the office of the County Clerk of Webb County, Texas, in which the subject property is located, are shown on the Survey.
The location of all buildings, structures and other improvements is not in violation of any setback requirements or (2) other restrictions of record referred to in the Commitment.
In the case of any boundary of any building, structure or other improvement shown on the Survey, the location of such building, structure or other improvement is shown as the same as shown on the Survey.
There are no encumbrances, easements or other restrictions shown on the Survey, except as shown on the Survey.
There are no party walls or other improvements on said described property by street, alley or building, structure or other improvements situated on adjoining property, except as shown on the Survey.
Any drainage into streams, rivers or other corporate system is as shown on the Survey.
This plat complies with the Flood Zone 200 and Flood Zone 202, as designated by current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Community Panel No. 58021-0202-B with a date of May 17, 2002, in Webb County, Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
The subject property appears to have access to and from a duly dedicated and accepted public street.
(except as where on the Survey) the subject property does not have any adjoining property for drainage, utility, or access or egress.
The total number of adjacent parcels shown on the subject property is 330, including 3 unimproved parcels, access easements.
The survey description of the subject property forms a mathematically closed figure.
The parties have agreed to and from a duly executed and accepted plat.
This map or plat and the survey on which it is based were made in accordance with laws regarding surveying in the State of Texas and with the Minimum Standards Detail Requirements for ALTA/ACSM Land Surveys, relating measurements by ALTA, ACSM and NPS in 1998 and contains Items 1, 2, 3, 4, 5, 7, 10, 1002, and 1003, B, C, 10, 1103, 11, 14 and 15 in take a survey. Purpose of the Accuracy Standards is to provide a uniform standard of accuracy and quality survey performance to be used by all surveyors in the State of Texas. The purpose of the Minimum Standards, Accuracy and Quality Survey Performance is to provide a uniform standard of accuracy and quality survey performance to be used by all surveyors in the State of Texas. The purpose of the Minimum Standards, Accuracy and Quality Survey Performance is to provide a uniform standard of accuracy and quality survey performance to be used by all surveyors in the State of Texas.

BASIS OF BEARING:

A pl. m. found at the intersection of Zaragoza Street and Santa Maria Avenue and pl. m. found at the intersection of Water Street and Santa Maria Avenue.
Came to be: North, 230.0°
Measured to be: 02°30'37" E, 245.00°
A found monument under water table cover at the intersection of Water Street and Santa Maria Avenue.
Came to be: East, No distance called.
Measured to be: East, 734.50°

ALTA SURVEY OF

Tract I - all of Block 24, Western Division
Tract II - Lots 5, 6, 7, 8, 9, and 10, Block 276-A, Western Division
Tract III - Lots 1, 2, 3, 7, 8, 9, and 10, Block 23, Western Division
Tract IV - Lots 4, 5, 6, and 7, Block 23, Western Division, Save and Except the North 20 feet of said Lots 4 and 5
Tract V - all of Block 276-A, Western Division, Save and Except the West 30 feet of said block
Tract VI - all of Block 277-A, Western Division
Tract VII - 30 feet wide strip lying between Blocks 277-A and 278-A, Western Division
Per the Original map of the City of Loreo, Webb County, Texas.
Based upon The Commitment G.F. No. NCS-163324-LAI
Issued by First American Title Insurance Company
Bearing an Effective Date of April 28, 2008.

Meija & Ruiz
Land Surveyors
101 West Main Street, Suite 10
Loreo, Texas 75841
Phone: (936) 234-8423
Fax: (936) 234-2268
FAC: 50099 © Power ALTA Surveyors

FLOOD NOTE:
By graphic shading only, the property is partially within Zone C (Areas of Moderate Flooding), partially within Zone B (Areas between 100 year flood and 500 year flood and partially within Zone A 21 (Area of 100 year flood per the Flood Insurance Rate Map, Community Panel No. 58021-0202-B, which covers an effective date of May 17, 2002).

FLOOD ZONE LEGEND

- Zone A 21
- Zone B
- Zone C (No Shading)

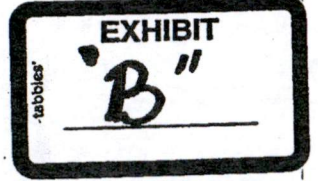
PARKING SUMMARY:

PARKING SPACES: 227
ACCESSIBLE PARKING SPACES: 3
TOTAL NUMBER OF PARKING SPACES: 230

NOTE:
Building area shown, is for the footprint of the building and is calculated from outside of building dimensions.

LEGEND

- POWER POLE
- LIGHT POLE
- ELECTRICAL TRANSFORMER
- GUY WIRE
- TELEPHONE PEDESTAL
- CABLE TELEVISION RISER
- WATER METER
- FIRE HYDRANT
- AIR CONDITIONING UNIT
- SEWER MANHOLE
- N NORTH
- S SOUTH
- E EAST
- W WEST
- DEGREES
- FEET OF MINUTES
- INCHES OR DECIMALS
- BACK OF CURB TO BACK OF CURB
- Street Right
- Street Sign
- S.I.R. = SET 1/2 INCH IRON ROD
- F.A.R. = FOUND 1/2 INCH IRON ROD
- MOR. = CONCRETE MONUMENT
- P.K. = FOUND P.K. NAIL
- WEST 292.24' Boundary Dimensions
- 261.7' Building Dimensions
- between Building Walls



FILED October 24 2019
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY VR DEPUTY