

STATE OF TEXAS §

COUNTY OF TITUS §

TAX ABATEMENT AGREEMENT

The Agreement is entered into by and between the City of Mount Pleasant, Texas, duly acting herein by and through its Mayor, (hereinafter referred to as the CITY); and Titus County, Texas duly acting herein by and through its County Judge; (hereinafter collectively referred to as TAXING ENTITIES); and RoadClipper Enterprises (d.b.a. Diamond C Trailers) acting by and through Trent Wall, CFO, (hereinafter referred to as Owner).

WITNESSETH:

WHEREAS, on April 4th, 2017, the City Council of the City of Mount Pleasant passed Ordinance No. 2017-5 establishing a Reinvestment Zone 2017-1 located in the City of Mount Pleasant, Titus County, Texas for industrial tax abatement, hereinafter referred to as the ORDINANCE, as authorized by the Texas Tax Code 312.31, hereinafter referred to as the ACT; and

WHEREAS, the CITY has adopted Guidelines and Criteria governing tax abatement agreements (the "CRITERIA"); and

WHEREAS, the CRITERIA constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the ACT; and

WHEREAS, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging economic development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the CRITERIA and the ORDINANCE and similar guidelines and criteria adopted by the CITY and all applicable law;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **PROPERTY DESCRIPTION.** The property to be the subject of this Agreement shall be that property depicted on the drawing attached hereto as Exhibit "A", each exhibit made a part hereof and shall be hereinafter referred to as PREMISES. The total assessed value of the PREMISES for the tax year 2017 is \$1,724,150 land and improvements.

2. **IMPROVEMENTS.** The Owner will construct 124,000 sq. ft. of new manufacturing space valued at \$4,230,000. In addition, the company will purchase new manufacturing equipment including a crane system, inventory racks, and powder line. This equipment has a projected value of \$4,350,000.

Equipment includes:

Crane System	\$65,000
Inventory/Line Racks	\$25,000
Powder Line	\$4,260,000

3. **OWNER'S RESPONSIBILITIES.** The OWNER agrees and covenants that it will diligently and faithfully in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS and installation of new EQUIPMENT as a good and valuable consideration of this Agreement. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations. In further consideration, OWNER shall thereafter, from the date of completion until thirty (30) months after the expiration of the abatement period, continuously operate and maintain the PREMISES as a Manufacturing facility with a minimum of 15 new full-time positions in the facility within 12 months and an additional 25 new full time positions within the following 24 months with a total of 40 new full-time employees giving the facility a total of 314 full time employees. Use of the property during the Abatement Period shall be limited to uses consistent with the general purpose of encouraging development or redevelopment of the zone. OWNER is to provide the CITY

and TAXING ENTITIES a copy of their Tax Rendition to the Titus County Tax Appraisal District for years 2018. Value of this new equipment should at a minimum total \$200,000 for the year. Upon completion and occupation, OWNER is to call for the inspection of new real property and verification of construction within the terms of this agreement. OWNER is to provide annually in the month of December in years 2017 through 2020 a certified statement that they are compliant with the terms of this abatement and in addition provide copies to fourth quarter Texas Workforce Commission filings (TWC Tax Report C) indicating total full-time employment and wages paid by the company on the premises.

Nothing herein shall require or obligate Owner to disclose any of its confidential, financial or employee salary information in connection with the foregoing and/or the Abatement.

4. DEFAULT. In the event that: (1) THE OWNER of the property fails to create all or a portion of the number of new full-time jobs provided by the agreement; or (2) the appraised value of the IMPROVEMENTS for which an abatement has been granted does not attain a value specified in the agreement or (3) The IMPROVEMENTS are not completed in accordance with this Agreement; or (4) OWNER allows its ad valorem taxes owed the CITY and TAXING ENTITIES to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or; (5) OWNER breaches any of the terms or conditions of this Agreement, then this Agreement shall be in default. In the event that the OWNER defaults as provided above in (1), (2), (3), (4), or (5), then the CITY or TAXING ENTITIES shall give the OWNER written notice of such default and if the owner has not cured such default within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a ninety (90) day period owing to causes beyond the control of the OWNER, this Agreement may be terminated by the CITY or TAXING ENTITIES. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the Owners of RoadClipper Enterprises, at its corporate headquarters address of record.

5. RECAPTURE. In the event of default, all taxes for the years covered by this agreement which have been abated by the CITY and TAXING ENTITIES under this Agreement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) shall be refunded to the CITY and TAXING ENTITIES within sixty (60) days of the expiration of the above mentioned applicable cure period. CITY and TAXING ENTITIES shall have a prior and superior lien of the PREMISES for any unpaid taxes, or any taxes required to be refunded to the CITY and TAXING ENTITIES for default under this Agreement.

6. CONFLICT OF INTEREST. The CITY and the TAXING ENTITIES each represent and warrant that the PREMISES do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

7. ASSIGNMENT. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by OWNER other than to wholly-owned subsidiary of OWNER unless written permission is first granted by the CITY and TAXING ENTITIES, which permission shall be at the sole discretion of the CITY and TAXING ENTITIES.

8. INDEPENDENT CONTRACTOR. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently and the CITY and TAXING ENTITIES assume no responsibilities or liabilities in connection therewith to third parties and OWNER agrees to indemnify and hold harmless therefrom.

9. RIGHT OF ACCESS. The OWNER further agrees that the CITY and TAXING ENTITIES, their agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS are in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the CITY and TAXING ENTITIES shall have the continuing right to inspect the PREMISES to insure that the PREMISES are thereafter maintained and operated in accordance with this Agreement.

10. DURATION OF ABATEMENT. Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the CITY and TAXING ENTITIES, a portion of ad valorem real

property taxes from the REMISES otherwise owed to the CITY and TAXING ENTITIES shall be abated. Said abatement shall be an amount equal to:

90% in Year One	Tax Year 2018
90% in Year Two	Tax Year 2019
90% in Year Three	Tax Year 2020
75% in Year Four	Tax Year 2021
75% in Year Five	Tax Year 2022
75% in Year Six	Tax Year 2023
75% in Year Seven	Tax Year 2024
50% in Year Eight	Tax Year 2025
50% in Year Nine	Tax Year 2026
50% in Year Ten	Tax Year 2027

of the taxes assessed upon the increased value of the eligible IMPROVEMENTS over the value in the year in which this Agreement is executed and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PREMISES and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of ten years beginning January 1, 2018. Use of the property during the Abatement Period shall be limited to uses consistent with the general purpose of encouraging development or redevelopment of the zone.

10. This Agreement was authorized by Ordinance 2017-5 adopted by the City Council of the City of Mount Pleasant, Texas, at its regularly scheduled meeting on the 4th day of April, 2017, authorizing the Mayor to execute the Agreement on behalf of the City of Mount Pleasant, Texas, a copy of which is attached as Exhibit "C".

11. This Agreement was authorized and approved by the Titus County Commissioners Court on the 4th day of April, 2017 whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Titus County, a copy of said minutes is attached as Exhibit "D".

12. SEVERABILITY. This shall constitute a valid and binding Agreement between the CITY and OWNER, when executed in accordance herewith, regardless of whether any other TAXING ENTITY executes this Agreement. If a TAXING ENTITY executes this Agreement, this shall constitute a valid and binding Agreement between said TAXING ENTITY and OWNER, when executed on behalf of said parties, for the abatement of such TAXING ENTITY's taxes in accordance therewith. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall be unaffected, but shall be enforced to the greatest extent permitted by law.

13. VENUE. This Agreement is executed in Titus County, Texas, is performable in Titus County, Texas, and shall be construed under the laws of the State of Texas. Venue for any lawsuit arising out of the terms or obligations of this Agreement shall be in Titus County, Texas.



CITY OF MOUNT PLEASANT, TEXAS

ATTEST:

Darleen Denman
Darleen Denman, City Secretary

CITY OF MOUNT PLEASANT, TEXAS

Dr. Paul O. Meriwether
Dr. Paul O. Meriwether, Mayor

4-4-2017
Date

TITUS COUNTY

TITUS COUNTY, TEXAS



ATTEST:

Jean Newman
County Clerk

Brian P. Lee
Brian Lee, Titus County Judge

OWNER

ROADCLIPPER ENTERPRISES dba
Diamond C Trailers

ATTEST:

Kim Acker

Trent Wall
Trent Wall, CFO

4/21/17
Date



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A-331
KIRK, R

Area 16.28 ac
Perimeter 3,584.05 ft

Area 18.91 ac
Perimeter 3,000.00 ft

Area 26.56 ac
Perimeter 4,432.94 ft

A-37
ORIGINAL

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