TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO, AMARILLO ECONOMIC DEVELOPMENT CORPORATION, AND COCA-COLA REFRESHMENTS USA, INC.

STATE OF TEXAS §
§
COUNTY OF POTTER §

This Tax Abatement Agreement (the "Agreement"), is entered into as of this 13th day of May, 2014, by and between the City of Amarillo, Texas ("the City"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Amarillo Economic Development Corporation, a Texas corporation organized under Texas Local Government Code Chapters 501 & 504 having its principal place of business in Amarillo, Potter County, Texas ("Amarillo EDC"), and Coca-Cola Refreshments USA, Inc. ("CCR"), a Delaware corporation with its principal place of business in Atlanta, Georgia. In this Agreement, CCR is sometimes referred to as the "Owner."

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas (the "City Council" formerly known as the City Commission) indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo (the "Policy Statement"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 21st day of January, 2014, the City Council readopted the Policy Statement by the passage of Resolution No. 01-21-14-2; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT
IN THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate "guidelines and criteria" governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code (the "Tax Code"), and provides for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will serve the best interests of the City and its citizens and comply with the Policy Statement by:

1) enhancing and diversifying the economic and industrial bases of the Amarillo area;

2) contributing to the retention and expansion of primary employment; and

3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the city; and

WHEREAS, on the 9th day of February, 2010, the City Council adopted Ordinance No. 7206 (the "Ordinance") establishing City of Amarillo Reinvestment Zone No. 7 ("Reinvestment Zone No. 7") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Amarillo EDC currently holds title to the Premises, but CCR shall receive title to the Premises under that certain Real Estate Exchange Agreement between Amarillo EDC and CCR dated March 27, 2014 (the "Exchange Agreement"); and

WHEREAS, the contemplated uses of the Premises (as hereafter defined), the contemplated improvements to the Premises as set forth in this Agreement, and the other terms of this Agreement will encourage development of Reinvestment Zone No. 7, are in accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, CCR's use of the Premises is expected to favorably influence the economic and employment base of the City of Amarillo; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the property to be included in the Reinvestment Zone No. 7 and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located;

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to Reinvestment Zone No. 7, retention of jobs in this city and Potter County, and business activity which contributes to the overall economic development of the City of Amarillo and enhancement of the tax base in the City; and CCR for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, does hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1) "Tax Code" means the relevant provisions of Texas Tax Code.

2) "Eligible Property Value" shall mean the value of CCR's Qualified Facilities and Qualified Personal Property, and CCR's fee simple or leasehold interest in the Qualified Facilities and Qualified Personal Property that:

   a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property's current value – only increase in value of the real property may be exempted);

   b) is in excess of the current taxable value of CCR's (or CCR's affiliates, sister companies, or subsidiaries) real property in downtown Amarillo, Potter County, Texas, more specifically described on Exhibit C, attached and incorporated fully; and

   c) has taxable situs in Reinvestment Zone No. 7 on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in Reinvestment Zone No. 7 at any time shall not be eligible for tax abatement.

3) "Qualified Facilities" shall mean the buildings and other improvements constructed by or for the benefit of CCR for design, assembly, manufacturing, storage, training, repair, or other purposes in Reinvestment Zone No. 7.

4) "Qualified Personal Property" shall mean machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312 and that:

   a) is owned by CCR or a third party as described in Section 2(10)(c);

   b) is located in the Reinvestment Zone No. 7; and

   c) but for this Agreement would be subject to appraisal by the Potter County Appraisal District or its successor for the applicable tax year.

5) “Premises” shall mean the parcel of land consisting of approximately 9.756 acres, more or less, in Amarillo, Potter County, Texas, which is located within Reinvestment Zone No. 7 and which is more fully described on Exhibit B, which is attached hereto and incorporated by reference.

6) “Primary Abatement” shall mean the tax abatement rate in those percentages set forth in Section 5 for each applicable year.

2. General Provisions

1) CCR agrees that its use of the Premises will be in accordance with applicable state and local laws and regulations.

2) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with CCR’s corporate, public, employee, and business relations requirements.

3) The Premises are presently owned by Amarillo EDC and are to be owned by CCR under the Exchange Agreement. Amarillo EDC joins herein solely as an accommodation party currently owning the Premises which are to be transferred to CCR under such exchange agreement. The Premises are located solely within the corporate limits of the City and within Reinvestment Zone No. 7.

4) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.

5) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

6) The Premises are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Council of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.

7) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.

8) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, Policy Statement, and by resolution of the City Council of the City of Amarillo authorizing execution of this Agreement.

9) During the period of tax abatement herein authorized, CCR shall be subject to taxation on all real and personal property not abated or otherwise exempted.

10) This Agreement shall apply to Qualified Facilities or Qualified Personal Property owned by:

a) CCR; or

b) A third party when

i) CCR is contractually obligated to pay taxes on said property; and

ii) CCR renders said property for taxation.

11) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement may occur in Phases. Each Phase will be created as set forth in Section 4 of this Agreement.

3. Term and Abatement Period

A ten (10) year tax abatement is hereby granted to CCR subject to meeting the conditions herein. For each Phase (as hereafter defined), the ten (10) year abatement period commences beginning on January 1 of the first tax year for which CCR files an approved abatement application with the Potter County Appraisal District. For each subsequent Phase, the ten (10) year abatement period commences on January 1 of the first tax year for which CCR files an approved abatement application for that Phase with the Potter County Appraisal District.

4. Construction May Occur in Phases

At its option, CCR may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within Reinvestment Zone No. 7. If CCR chooses to make this election, each individual Phase shall be eligible for Primary Abatement under the terms of this Agreement for a period of ten (10) years.

CCR will designate each Phase by metes and bounds or by a general description of the improvement or property sought to be abated, to be submitted with the first Tax Abatement application filed on each Qualified Facility or Qualified Personal Property in that Phase. Each Phase so designated will be sequentially numbered as Reinvestment Zone No. 7, Phase 1, Reinvestment Zone No. 7, Phase 2, and so forth. Thereafter, the Qualified Facilities and Qualified Personal Property in each Phase shall be the subject of a separate Tax Abatement application as may be required by law. For purposes of identifying property within a Phase, it shall be sufficient to generally identify the improvement or property by its use or purpose and relative geographic location to other existing improvements.

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of Reinvestment Zone No. 7, being February 9, 2015, unless renewed or extended to a later date by the City.

5. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

1) <u>Scope of Abatement.</u> The annual rate of abatement will be applied as set forth below to the Eligible Property Value.

2) Annual Rate of Abatement. The following shall be the annual rate of tax abatement. The rate of abatement shall be applied separately to the Eligible Property Value in each Phase created under this Agreement for each applicable tax year.

Year of Abatement	Rate of Abatement
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%

6. Records and Audits

1) At all times throughout the term of this Agreement, the City or the Potter County Appraisal District shall have reasonable access to the Premises by their employees, accompanied by CCR personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement. Inspections conducted under this Section will be subject to security requirements imposed by United States Government contracts and regulations.

2) The Premises at all times shall be used in a manner that is consistent with relevant City Ordinances and other applicable law.

3) Before December 31 of each year, CCR must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that CCR shall not be considered in default hereunder until it has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.

7. Performance Requirement

During any year in which Eligible Property Value is abated pursuant to this Agreement, CCR shall not be in default of and shall meet the minimum performance criteria of that certain Location Incentives Agreement between the Amarillo EDC and CCR dated effective March 27, 2014, as it may thereafter be amended.

8. Breach and Default

In the event that:

1) CCR fails to comply with Section 7 of this Agreement;

2) CCR allows ad valorem taxes on the Premises, Qualified Facilities, or Qualified Personal Property subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such ad valorem taxes,

3) CCR fails or refuses to timely file required documents with the State Comptroller or local tax appraisal district; or,

4) CCR breaches any of the terms or conditions of this Agreement;

then CCR shall be in default of this Agreement.

If CCR defaults in its performance of 1, 2, 3, or 4 above, the City shall give CCR written notice of default. If CCR has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, CCR shall be in default for that tax year. However, if such default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of CCR, and CCR has begun efforts to cure the default, then after first advising the City of its efforts, CCR may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

In the event of default after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in which the default occurs without the benefit of abatement, and ten percent (10%) interest beginning on the date of expiration of the cure period, will be owed by CCR to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period as the sole remedy of the City, subject to all lawful offsets, settlements, deductions, or credits to which CCR may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided by this Section, the terms and conditions of this Agreement shall be reinstated for the remaining number of years available under Paragraph 3 in which an abatement has not yet been enjoyed.

9. Effect of Sale, Assignment, or Lease of Property

1) This Agreement may be assigned by CCR to an entity controlling, controlled by, or under common control with CCR.

2) This Agreement may be assigned by CCR to any other entity with the consent of the City, which consent shall not be unreasonably withheld.

10. Indemnity

It is understood and agreed between the parties that CCR, in performing its obligations hereunder, is acting independently. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to CCR or to third parties. CCR agrees to indemnify and hold City and Amarillo EDC and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to CCR's acts and omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement.

11. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For CCR:
Coca-Cola Refreshments USA, Inc.
Attn: Vice President – Real Estate
2500 Windy Ridge Parkway
Atlanta, GA 30339-5677

City of Amarillo, Texas:
Mayor Paul Harpole
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105-1971
Fax (806) 378-9394

12. City Authorization

This Agreement was authorized by Resolution of the Amarillo City Council approved by a majority of the City Council at a regularly scheduled meeting. The resolution authorized the Mayor, City Manager, or his designee to execute this Agreement on behalf of the City.

13. CCR Authorization

This Agreement was entered into by CCR pursuant to proper authority whereby one or more officers of CCR, signing below, were authorized to execute this Agreement on its behalf.

14. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

15. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of Primary Abatement in effect, and such other matters reasonably requested by the party.

16. CCR Standing

CCR 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 City Council actions authorizing same and CCR shall be entitled to intervene in said litigation.

17. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. This Agreement is performable in Potter County, Texas.

18. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Potter County, Texas.

19. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City and CCR relating to matters other than the abatement of ad valorem taxes on the Qualified Facilities and Qualified Personal Property. This Agreement is being executed in multiple originals which are being distributed for execution to CCR and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

CITY OF AMARILLO, TEXAS

By: W. Jarrett Atkinson
Printed Name: W. Jarrett Atkinson
Title: City Manager
Date: May 13, 2014

Attest:

Frances Hibbs

Frances Hibbs, City Secretary

Approved as to form:

Marcus Norris

Marcus W. Norris, City Attorney

COCA-COLA REFRESHMENTS USA, INC.

By: ______________________________
Printed Name: Matthew Fanoe
Title: Vice President – Real Estate
Date: June 18, 2014

~~Attest:~~

____
~~____________________, Secretary~~

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Name: Richard "Buzz" David
Title: President and CEO

City's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared W. Jarrett Atkinson, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of May, 2014.

NOTARY PUBLIC STATE OF TEXAS
ANDREA McDONALD
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 06-19-2014

Andrea McDonald
Notary Public, State of Texas

<u>**Corporate Acknowledgment**</u>

COCA-COLA REFRESHMENTS USA, INC.

STATE OF GEORGIA §
§
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Matthew Fanoe, an officer of Coca-Cola Refreshments USA, Inc., a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Coca-Cola Refreshments USA, Inc., a Delaware corporation, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of June, 2014.

Amy K. Wall
Notary Public, State of Georgia

AMY K. WALL
NOTARY
EXPIRES GEORGIA OCT. 14, 2016
PUBLIC
FULTON COUNTY

Amarillo EDC Acknowledgment

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Richard David, President of Amarillo Economic Development Corporation, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Amarillo Economic Development Corporation, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of May, 2014.

Chris Lyles
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
CHRIS LYLES
MY COMMISSION EXPIRES
September 12, 2017

CERTIFICATION

I, **Fiona K. Lynch**, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Coca-Cola Refreshments USA, Inc., a Delaware corporation (the "Company"), and that I am familiar with the corporate records of the Company and am the proper officer to execute and deliver this Certificate on behalf of the Company. I further certify as follows:

1. The following is a true and correct delegation adopted by the Company, effective June 3, 2013, and is now in full force and effect and has not been modified or amended:

> Pursuant to the governance principles of the North America Group, which includes Coca-Cola Refreshments USA, Inc. and its direct and indirect subsidiaries (collectively, "CCR"), North America Brands and North America Group Enabling Functions, each of the undersigned hereby approves the delegations of authority to execute and deliver contracts, agreements and other documents on behalf of the North America Group included in the North America Chart of Authority, effective as of June 3, 2013 (as may be amended and supplemented from time to time), provided that, such contracts, agreements and other documents are authorized pursuant to the applicable procedures of the North America Group and The Coca-Cola Company, as applicable.

2. Pursuant to the North America Chart of Authority, a true, correct and complete excerpt of which is attached as Exhibit A hereto, each appointed officer of the Company is authorized to make and execute contracts on behalf of the Company.

3. The following individual has been appointed and is now acting as an appointed officer of the Company in the capacity set forth beside his or her name:

Matthew Fanoe	Vice President of Real Estate

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 2 day April 2014.

Fiona K Lynch

Fiona K. Lynch, Assistant Secretary

UNITED STATES OF AMERICA
STATE OF GEORGIA
COUNTY OF FULTON

Sworn to before me this 2nd day of April 2014.

Helen N Kent

Notary Public

HELEN N KENT
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 8, 2017
FORSYTH COUNTY, GEORGIA

Exhibit A

Excerpt of North America Chart of Authority

North America Signing Authority
Policies & Procedures
Effective: June 3, 2013

Revised: February 21, 2014

In accordance with approved delegations, the policy for signing contracts, agreements and other documents for the North America Group, which includes Coca-Cola Refreshments USA, Inc. and its direct and indirect subsidiaries (collectively, "CCR"), North America Brands and North America Group Enabling Functions is as follows:

1. All agreements must be approved in accordance with the North America Chart of Authority and The Coca-Cola Company Delegation of Authority, as applicable, before they are signed by a representative of the North America Group.

2. As always, a Board-elected officer authorized pursuant to an entity's Bylaws may sign agreements. North America Group agreements may also be signed by appointed officers of CCR, North America Brands and North America Group Enabling Functions. For the avoidance of doubt, where the subject matter of an agreement entered into in the ordinary course of business is managed by CCR, a Board-elected of CCR or an appointed officer of CCR may also execute such agreement on behalf of Energy Brands Inc., Odwalla, Inc., neXstep Beverages, LLC or The Coca-Cola Company, as applicable (the signature block should refer to such officer as an Authorized Signatory).

Additional representatives may be authorized to sign agreements based on specific local requirements as approved by exception. Refer to Appendix A for approved authorized signatory exceptions. Requests for exceptions should be submitted via email to the North America Chart of Authority (NACOA) mailbox at nacoa@coca-cola.com.

PLEASE NOTE that this signing authority policy DOES NOT grant general authority for officers within the North America Group (including officers of CCR) to sign agreements on behalf of The Coca-Cola Company. Rather, this signing authority policy only authorizes officers within the North America Group (including officers of CCR) to sign ordinary course agreements on behalf of The Coca-Cola Company when the subject matter of the agreement is managed by the North America Group.

Questions should be directed to nacoa@coca-cola.com.

EXHIBIT A
RESULUTION ADOPTING GUIDELINES AND CRITERIA

MWN_mwn

RESOLUTION NO. 01-21-14-2
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.

B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.

C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.

D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.

E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and nets new jobs.

The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.

F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.

G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.

H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. This resolution shall become and be effective on and after its date of adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on the 21st day of January, 2014.

Paul Harpole

Paul Harpole, Mayor

ATTEST:

Frances Hibbs

Frances Hibbs, City Secretary

EXHIBIT B

PREMISES DESCRIPTION

FIELD NOTES for a 9.756 acre tract of land out of Section 72, Block 2, A. B. & M. Survey, Potter County, Texas.

BEGINNING at a 1/2" iron rod found with a yellow cap at the intersection of the west right-of-way line of Lakeside Drive (Loop Highway No. 335) and south right-of-way line of Centerport Boulevard which bears S. 0° 32' 32" W. a distance of 2329.58 feet and S. 89° 27' 28" E. a distance of 182.46 feet from a 1/2" iron rod found with a cap stamped "Kelley" at the northwest corner of said Section 72 for the northwest corner of this tract.

THENCE in a northeasterly direction along said south right-of-way line and along a curve to the right with a radius equal to 68.00 feet, a long chord bearing of N. 74° 39' 57" E. and a long chord distance of 35.96 feet, a curve length of 36.40 feet to a 1/2" iron rod found with a yellow cap on said right-of-way line for a corner of this tract.

THENCE N. 90° 00' 00" E., continuing along said right-of-way line, a distance of 228.86 feet to a 1/2" iron rod found with a yellow cap on said south right-of-way line for a corner of this tract.

THENCE in a southeasterly direction continuing along said right-of-way and along a curve to the left with a radius equal to 340.00 feet, a long chord bearing of S. 83° 23' 37" E. and a long chord distance of 78.23 feet, a curve length of 78.41 feet to a 1/2" iron rod found with a yellow cap on said right-of-way line at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E., continuing along said right-of-way line, a distance of 197.69 feet to a 1/2" iron rod found with a yellow cap on said right-of-way line for the most northerly northeast corner of this tract.

THENCE S. 45° 00' 00" E. a distance of 56.57 feet to a 1/2" iron rod found with a yellow cap on the west right-of-way line of Apex Drive for the most easterly northeast corner of this tract.

THENCE S. 00° 00' 00" E., along said right-of-way line, a distance of 726.00 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE N. 90° 00' 00" W. a distance of 516.80 feet to a 1/2" iron rod set with a yellow cap on said east right-of-way line of said Lakeside Drive for the southwest corner of this tract.

THENCE N. 05° 27' 16" W., along said right-of-way line, a distance of 658.14 feet to a TxDOT concrete monument found on said right-of-way line for an angle corner of this tract.

THENCE N. 00° 12' 43" E., continuing along said right-of-way line, a distance of 110.33 feet to the place of BEGINNING and containing 9.756 acres (424,971 square feet) of land.

EXHIBIT C

CCR'S DOWNTOWN PROPERTY DESCRIPTION

Tract 1: Lots 1, 9, and 10, Block 111, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map and/or plat thereof recorded in Volume 59, Page 198, Map and/or Plat Records, Potter County, Texas.

Tract 2: Lots 2 through 8, Block 111, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map and/or plat thereof recorded in Volume 59, Page 198, Map and/or Plat Records, Potter County, Texas.

Tract 3: Being the alley in Block 111, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, which was abandoned in City Ordinance No. 5761, of Amarillo, Potter County, Texas. Said Ordinance filed April 25, 2014 under Clerk's File No. 1255068, Official Public Records, Potter County, Texas.

Tract 4: Lots 1 through 8, Block 112, Mirror Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map and/or plat thereof recorded in Volume 65, Page 17, Map and/or Plat Records, Potter County, Texas.

Tract 5: Lots 9 through 12, Block 112, Mirror Addition; Lots 13 through 18, Block 112, Mirror and Plemons Additions; Lots 19 through 24, Block 112, Mirror Additon, an addition to the City of Amarillo, Potter County, Texas, according to the Map and/or Plat Records of Mirror Addition recorded in Volume 65, Page 17 and the Map and/or Plat Records of Plemons Addition recorded in Volume 59, Page 198, both in Potter County, Texas.

Tract 6: Being the North and South alley running from Eighth Street to Seventh Street through Block 112, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, which was abandoned in City Ordinance No. 3843, of Amarillo, Potter County, Texas. Said Ordinance filed May 18, 1967, in Volume 1060, Page 345, Deed Records, Potter County, Texas.

Tract 7: Lots 1, 2, and 3, Block 114, Mirror Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map and/or plat thereof recorded in Volume 65, Page 17, Map and/or Plat Records, Potter County, Texas.

Tract 8: Lots 6, 8, 9, and 10, Block 114, Mirror and Plemons Additions, an addition to the City of Amarillo, Potter County, Texas, according to the Map and/or Plat Records of Mirror Addition recorded in Volume 65, Page 17 and the Map and/or Plat Records of Plemons Addition recorded in Volume 59, Page 198, both in Potter County, Texas.

Tract 9: Lot 7, Block 114, Mirror and Plemons Additions, an addition to the City of Amarillo, Potter County, Texas, according to the Map and/or Plat Records of Mirror Addition recorded in Volume 65, Page 17 and the Map and/or Plat Records of Plemons Addition recorded in Volume 59, Page 198, both in Potter County, Texas.

Tract 10: Being the North and South alley between Lots 1, 2, 3 and 8, 9, 10, Block 114, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, and Southeast 8th Street between Lincoln and Johnson Streets, out to Section 170, Block 2, A.B. & M. Survey, Potter County Texas, which was abandoned in City Ordinance No. 5338, of Amarillo, Potter County, Texas. Said Ordinance filed September 30, 1983, in Volume 1543, Page 22, Deed Records, Potter County, Texas.

PARTICIPATION AGREEMENT FOR TAX ABATEMENT

STATE OF TEXAS §
§
COUNTY OF POTTER §

WHEREAS, the City of Amarillo, Texas (the "City") has established tax Reinvestment Zone No. 7 (the "Zone"); and

WHEREAS, on May 13, 2014, the City and Amarillo Economic Development Corporation entered into a tax abatement agreement with Coca-Cola Refreshments USA, Inc. ("Coca-Cola") granting a 10-year abatement on 100% of property taxes eligible for abatement (the "Abatement Agreement") for a portion of the property to be owned by Coca-Cola in the Zone; and

WHEREAS, after hearing properly called and noticed, by majority vote, the Board of Regents of Amarillo Junior College District (the "District") hereby finds that the District should participate in the Abatement Agreement for the purposes outlined therein; and

WHEREAS, the District will indicate its election to be bound by the Abatement Agreement through the execution of this Participation Agreement to the Abatement Agreement (the "Participation Agreement") once the Abatement Agreement is executed and approved by the City; THEREFORE:

BE IT RESOLVED BY THE BOARD OF REGENTS OF AMARILLO JUNIOR COLLEGE DISTRICT:

1. That Amarillo Junior College District hereby officially elects to participate in and be bound by terms of the Abatement Agreement insofar as it applies to Amarillo College taxes and to execute this Participation Agreement for the purposes and on the conditions outlined in said agreements; and

2. That Don L. Nicholson, Chairman, Amarillo Junior College District Board of Regents be, and is hereby authorized and directed to execute this Participation Agreement and to do anything else necessary or appropriate to indicate the District's election to participate in the Abatement Agreement.

Passed and approved the 20 day of May, 2014.

Donald L. Nicholson

Don L. Nicholson, Chairperson Amarillo Junior College District Board of Regents

ATTEST:

Mary Jane Nelson

Mary Jane Nelson, Secretary, Board of Regents

Amarillo Junior College District

On the date first written below, the Amarillo College District hereby joins in the preceding Tax Abatement Agreement between Coca-Cola Refreshments USA, Inc., Amarillo Economic Development Corporation and the City of Amarillo on the same terms and conditions as the City of Amarillo.

AMARILLO JUNIOR COLLEGE DISTRICT

By: Donald L. Nichols
Don L. Nicholson, Chairman
Date: May 20, 2014

Attest:

Mary Jane Nelson
Mary Jane Nelson, Secretary, Board of Regents
Amarillo Junior College District

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Don L. Nicholson, Chairman of the Amarillo Junior College District, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Amarillo Junior College District, that he was duly authorized to perform the same by appropriate resolution of the Board of Regents of the Amarillo Junior College District, and that he executed the same as the act of the said Amarillo Junior College District for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of May, 2014.

BRENDA K. SADLER
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 05-15-2016

Brenda K. Sadler
Notary Public, State of Texas

ACCEPTED:

Coca-Cola Refreshments USA, Inc.

By:________________________________
Matt Fanoe, Vice President, Real Estate

Amarillo Economic Development Corporation

By:________________________________
Buzz David, President

R E S O L U T I O N

STATE OF TEXAS §
§
COUNTY OF CARSON §

WHEREAS, the Amarillo Economic Development Corporation (the "EDC"), the City of Amarillo (the "City") and Coca-Cola Refreshments, USA have entered into a Tax Abatement Agreement; and

WHEREAS, the Amarillo EDC proposed tax abatement agreement with Coca-Cola Refreshments, USA, grants a 10-year abatement on 100% of property, which is only the tax that would normally be assessed on the increased value of the real property of the new project; and

WHEREAS, the meeting was property called and noticed, by majority vote, the Board of Directors of the Panhandle Groundwater Conservation District (the "District") hereby finds that the District should participate in the Abatement Agreement for the purposes outline therein; and

WHEREAS, in addition to this resolution, the District will indicate its election to be bound by the Abatement Agreement through the execution of a participation agreement to the Abatement Agreement (the "Participation Agreement"); THEREFORE:

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PANHANDLE GROUNDWATER CONSERVATION DISTRICT:

1. That Panhandle Groundwater Conservation District hereby officially elects to participate in and be bound by terms of the City of Amarillo Abatement Agreement and to execute the Participation Agreement for the purposes and on the condition outlined in said agreements; and

2. That C.E. Williams, General Manager, Panhandle Groundwater Conservation District be, and is hereby authorized and directed to execute the Participation Agreement and to do anything else necessary or appropriate to indicate the District's election to participate in the Abatement Agreement.

Passed and approved the 22nd day of May, 2014.

CEWilliams

Name/Title: C.E. Williams, General Manager
Panhandle Groundwater Conservation District

ATTEST:

JRSpearman

John R. Spearman, Jr., President Board of Directors
Panhandle Groundwater Conservation District

On the date first written below, the Panhandle Groundwater Conservation District hereby joins in the preceding Tax Abatement Agreement between Coca-Cola Refreshments USA, Inc., Amarillo Economic Development Corporation, and the City of Amarillo on the same terms and conditions as the City of Amarillo and as of the date of such agreement.

PANHANDLE GROUNDWATER
CONSERVATION DISTRICT

By: ______________________
Printed Name: C.E. Williams
Title: General Manager

Attest:

____
John R. Spearman, Jr., President,
Panhandle Groundwater Conservation District

Panhandle Groundwater Conservation District's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF CARSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared C.E. Williams, General Manager of the Panhandle Groundwater Conservation District ("PGCD"), known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the PGCD, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of the PGCD, and that he executed the same as the act of the said PGCD for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 2014.

JULIE BENNETT
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 09-13-2014

Julie Bennett
Notary Public, State of Texas

OFFICE OF THE COUNTY ATTORNEY
Potter County, Texas

SCOTT BRUMLEY
COUNTY ATTORNEY

DAVID G. KEMP
First Assistant County Attorney
JANELLE D. MCBRIDE
Criminal Division Chief
C. WADE OVERSTREET
Civil Division Chief
T. ERIC DOBBS
Financial Crimes Chief
BRENDA DE LA GARZA
Office Manager
TOMMY PASSMORE
Chief Investigator

Writer's direct e-mail:
davidkemp@co.potter.tx.us

June 23, 2014

Mr. Brian Jennings
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, TX 79101

Re: Tax Abatement Agreement
Potter County/Coca-Cola Amarillo

Dear Mr. Jennings:

This will confirm that on Monday, June 23, 2014, at its regularly scheduled meeting with a quorum present, the Potter County Commissioners Court voted to join the Tax Abatement Agreement between Coca-Cola Refreshments USA, Inc., the AEDC, and the City of Amarillo on the same terms and conditions as the City's agreement.

An acknowledgement of that action is currently being circulated for the appropriate signatures of the Potter County Judge and Potter County Clerk, and should be available within the next couple of days. In the meantime, attached is a copy of the acknowledgement.

Please advise if further information is needed.

Sincerely,

David Kemp
First Assistant County Attorney

Attachment (1)

500 South Fillmore Street, Room 301
Amarillo, Texas 79101
Telephone: (806) 379-2255 | Telecopier: (806) 379-2267

On the date first written below, Potter County hereby joins in the preceding Tax Abatement Agreement between Coca-Cola Refreshments USA, Inc., Amarillo Economic Development Corporation, and the City of Amarillo on the same terms and conditions as the City of Amarillo and as of the date of such agreement.

COUNTY OF POTTER, TEXAS

By: Arthur Ware
Printed Name: Arthur Ware
Title: Potter County Judge
Date: 24 JUNE 14

Attest:

Julie Smith by Stephnie Menke
Julie Smith, County Clerk

COMMISSIONERS COURT POTTER COUNTY, TEXAS

Approved as to form:

David Kemp, Assistant County Attorney

County's Acknowledgment

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Arthur Ware, County Judge of the County of Potter, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the County of Potter, Texas, that he was duly authorized to perform the same by appropriate resolution of the Commissioner's Court of Potter County, Texas, and that he executed the same as the act of the said County for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of June, 2014.

Sharon Powell
Notary Public, State of Texas

SHARON POWELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
03-12-2017