TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO, AMARILLO ECONOMIC DEVELOPMENT CORPORATION, AND GESTAMP WIND STEEL US, INC.

STATE OF TEXAS §
§
COUNTY OF POTTER §

This Tax Abatement Agreement (the "Agreement"), is entered into as of this 29 day of SEPTEMBER, 2015, 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 Gestamp Wind Steel US, Inc. ("Gestamp"), a Delaware corporation. In this Agreement, Gestamp is sometimes referred to as the "Owner."

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas (the "City Council") 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 (as extended by the City Council by adoption of Ordinance No. 7505 on February 3, 2015, 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 Gestamp will receive title to the Premises under that certain Location Incentives and Loan Agreement between Amarillo EDC and Gestamp dated, August 6, 2015 (the "LILA"); 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, Gestamp's use of the Premises is expected to favorably influence the economic and employment base of the City; 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 and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; and Gestamp 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, do 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 Gestamp's Qualified Facilities and Qualified Personal Property, and Gestamp'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); and

   b) 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 Gestamp 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 Gestamp 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 48 acres, more or less, in Amarillo, Potter County, Texas, and which is more fully described on Exhibit B , which is attached hereto and incorporated by reference, and is located within Reinvestment Zone No. 7.

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

2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created as set forth in the LILA, as it may be amended.

3) 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 Gestamp's corporate, public, employee, and business relations requirements.

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

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

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

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

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

9) 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.

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

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

    a) Gestamp; or

    b) A third party when

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

ii) Gestamp renders said property for taxation.

12) 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 Gestamp 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 Gestamp 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 Gestamp timely files an approved abatement application for that Phase with the Potter County Appraisal District.

4. Construction May Occur in Phases

At its option, Gestamp may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within Reinvestment Zone No. 7. If Gestamp 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.

Gestamp will designate each Phase by metes and bounds or by 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 3, 2020, 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) Scope of Abatement. 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 Gestamp 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 and shall have access to the books and records of Gestamp for purposes of determining compliance with state law and this Agreement.

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, Gestamp 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 Gestamp 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

Gestamp shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which it is in default of or fails to meet the minimum performance criteria of the LILA, as it may be amended.

8. Breach and Default

In the event that:

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

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

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

then Gestamp shall be in default of this Agreement.

If Gestamp defaults in its performance of 1, 2, 3, or 4 above, the City shall give Gestamp written notice of default. If Gestamp 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, Gestamp 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 Gestamp, and Gestamp has begun efforts to cure the default, then after first advising the City of its efforts, Gestamp 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.

Failure to cure any default in the applicable cure period will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally 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 plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by Gestamp 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 Gestamp 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. Sale, Assignment, or Lease of Property

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

2) This Agreement may be assigned by Gestamp 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 Gestamp, in performing its obligations hereunder, is acting independently. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to Gestamp or to third parties. Gestamp 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 Gestamp'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 Gestamp:
Gestamp Wind Steel US, Inc.
Attn: JAVIER URIOS
CORPORATION TRUST CENTER
1209 ORANGE ST.
WILMINGTON, DE 19801
City of Amarillo, Texas: PH: +34606570435
Mayor
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

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. Gestamp Authorization

This Agreement was entered into by Gestamp pursuant to proper authority whereby one or more officers of Gestamp, 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. Gestamp Standing

Gestamp 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 Gestamp 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 Gestamp relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to Gestamp 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. J. [signature]
Printed Name: W. JARRETT ATKINSON
Title: CITY MANAGER
Date: SEPTEMBER 1, 2015

Attest:

Frances Hibbs, City Secretary

Approved as to form:

[signature]
Deputy, City Attorney

GESTAMP WIND STEEL US, INC.

By: ______________________
Printed Name: JAVIER IMAZ RUBALCABA
Title: PRESIDENT AND SECRETARY OF THE BOARD OF DIRECTORS
Date: SEPTEMBER 24th, 2015

Attest:

____
______________________, Secretary

AMARILLO ECONOMIC
DEVELOPMENT CORPORATION

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

Yo, **MIGUEL ÁNGEL RODRÍGUEZ GARCÍA**, Notario de Madrid y de su Ilustre Colegio,------------------
DOY FE: Considero legítima la firma que antecede de **DON JAVIER IMAZ RUBALCABA**, por constar en mi protocolo, el documento está redactado en inglés, idioma que conozco en lo pertinente y para el que no preciso de traducción.--
Madrid, a veinticuatro de septiembre de dos mil quince.-
ASIENTO Nº. 982

NOTARIADO EUROPA
SELLO DE LEGITIMACIONES Y LEGALIZACIONES
NIHIL PRIUS FIDE
A08163896
0197175543

PAPEL EXCLUSIVO PARA DOCUMENTOS NOTARIALES

TIMBRE DEL ESTADO

0,15 €

CL2826980

05/2015

ESTE FOLIO HA QUEDADO UNIDO CON EL SELLO DE ESTE COLEGIO NOTARIAL AL TESTIMONIO EXPEDIDO POR

D. Miguel Angel Rodríguez García, Notario de Madrid

El día 24/09/2015.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Pais: España
Country/Pays

El presente documento público
This public document / Le présent acte public

2. ha sido firmado por D. Miguel Angel Rodríguez García
has been signed by
a été signé par

3. quien actua en calidad de NOTARIO
acting in the capacity of
agissant en qualité de

4. y está revestido del sello/timbre de su Notaría
bears the seal / stamp of
est revêtu du sceau / timbre de

CERTIFICADO
Certified / Attesté

5. en Madrid **6. el día** 24 de Septiembre de 2015
at / á the / le

7. por el Decano del Colegio Notarial de Madrid
by / par

063550

8.bajo el número
Nº / sous nº

9.Sello/timbre:
Seal / stamp:
Sceau / timbre:

10.Firma:
Signature: Signature:

ILUSTRE COLEGIO NOTARIAL DEL TERRITORIO ... FIDE

FE PÚBLICA NOTARIAL

CONSEJO GENERAL DEL NOTARIADO ESPAÑOL

NOTARIADO EUROPEO

0212519359

Doña Mª Eugenia Reviriego Picón

Firma delegada del Decano

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 J. 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 1 day of September, 2015.

Frances Hibbs
Notary Public, State of Texas

FRANCES HIBBS
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 08-19-2019

Corporate Acknowledgment

GESTAMP WIND STEEL US, INC.

STATE OF ______________ §
§
COUNTY OF ______________ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared JAVIER IMAZ, an officer of Gestamp Wind Steel US, 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 Gestamp Wind Steel US, 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 ____________ day of ______________________, 2015.

____
Notary Public, State of ____________

Yo, MIGUEL ÁNGEL RODRÍGUEZ GARCÍA, Notario de Madrid y de su Ilustre Colegio: --

DOY FE: Que DON JAVIER IGNACIO IMAZ RUBALCABA, ostenta el cargo de Consejero de la sociedad Gestamp Wind Steel US, INC, y la firma que ha sido legitimada por mí en el cuerpo del presente documento, ha sido estampada en el ejercicio de su cargo, que me consta ejerce en la actualidad. En Madrid, a veinticinco de septiembre de dos mil quince.-

CONSEJO GENERAL NOTARIADO ESPAÑOL NOTARIADO EUROPA

01977557 6

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 and CEO 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 4th day of September, 2015.

ANDY ARIAS
Notary Public, State of Texas
My Commission Expires
December 03, 2018

Notary Public, State of Texas

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, Mayor

ATTEST:

Frances Hibbs, City Secretary

EXHIBIT B

PREMISES DESCRIPTION

LEGAL DESCRIPTION for a 48.00 acre tract of land out of Section 72, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING on the south right-of-way line of N.E. 24th Avenue (Spur Highway No. 591) which bears N. 89° 51' 08" W. a distance of 1972.75 feet and S. 00° 08' 52" W. a distance of 59.54 feet from a "Kelley" Cap found at the northeast corner of said Section 72 for the northeast corner of this tract.

THENCE S. 00° 08' 25" W. a distance of 2092.73 feet to the north right-of-way line of Centerport Boulevard for the southeast corner of this tract.

THENCE in a southwesterly direction along said north right-of-way line and along a curve to the right with a radius equal to 2460.00 feet, a long chord bearing of S. 82° 13' 51" W. and a long chord distance of 665.10 feet, a curve length of 667.14 feet to the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" W., continuing along said north right-of-way line, a distance of 267.92 feet to the most southerly southwest corner of this tract.

THENCE N. 44° 55' 48" W. a distance of 56.50 feet to the east right-of-way line of Benchmark Street for the most westerly southwest corner of this tract.

THENCE N. 00° 08' 25" E., along said east right-of-way line, a distance of 2145.27 feet to the intersection of said east right-of-way line and said south right-of-way line of said N.E. 24th Avenue for the northwest corner of this tract.

THENCE S. 89° 51' 35" E., along said south right-of-way line of said N.E. 24th Avenue, a distance of 551.31 feet to an angle corner of this tract.

THENCE S. 89° 49' 24" E., continuing along said south right-of-way line, a distance of 415.37 feet to the place of BEGINNING and containing 48.00 acres (2,090,879 square feet) of land.

EXHIBIT B

PREMISES DESCRIPTION