TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO, AMARILLO ECONOMIC DEVELOPMENT CORPORATION, PRODUCER OWNED BEEF, LLC, AND PRODUCER OWNED BEEF COOPERATIVE, INC.

STATE OF TEXAS §
§
COUNTY OF POTTER §

This Tax Abatement Agreement ("***Agreement***"), is entered into as of this 24th day of May, 2022 ("***Effective Date***"), by and between the City of Amarillo, Texas ("***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 nonprofit corporation ("***Amarillo EDC***"), Producer Owned Beef, LLC, a Texas limited liability company ("***POB***"), and Producer Owned Beef Cooperative, Inc., a Delaware nonstock corporation ("***Coop***"). POB and the Coop may be referred to collectively as "***Recipients***."

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas ("***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 ("***Policy Statement***"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 24th day of August, 2021, the City Council readopted the Policy Statement by the passage of Resolution No. 08-24-21-1; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR 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 ("***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 produce public benefits:

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 24th day of May, 2022, the City Council adopted Ordinance No. 7977 establishing City of Amarillo Reinvestment Zone No. 17 ("***Zone***") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Amarillo EDC and the City each currently holds title to portions of the Premises, but POB desires to receive title to the Premises under written agreements with the City and Amarillo EDC (together, the "***Purchase Agreements***"); and

WHEREAS, POB and Coop expect Coop to lease the Premises from POB after the closing of the Purchase Agreements; and

WHEREAS, the contemplated uses of the Premises (a fed cattle beef production facility), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, 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, Coop's use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: within 24 months of the completion of the facility to be located on the Premises to provide more than 1,000 new full time jobs; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, 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 the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; the City, Amarillo EDC, POB, and Coop for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, 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 the Texas Tax Code.

2) "Eligible Property Value" shall mean the value of Recipient's 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 the Zone 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 the Zone 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 Recipients for design, assembly, manufacturing, storage, training, repair, or other purposes in the Zone, consisting of an approximately 700,000 ft^2 fed cattle beef processing facility expected to cost no less than $400,000,000.

4) "Qualified Personal Property" shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on fed cattle beef production operations and expected to cost no less than $100,000,000, and that:

   a) is owned by either of the Recipients or a third party as described in Section 2(11)(b);

   b) is located in the Zone; 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 owned by the City and Amarillo EDC and to be owned by POB under the Purchase Agreements in Amarillo, Potter County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).

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

2. General Provisions

1) Recipients agree that their 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 by Coop.

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 Recipients' corporate, public, employee, and business relations requirements.

4) The Premises are presently owned by the City and Amarillo EDC and are to be owned by POB under the Purchase Agreements. Amarillo EDC joins herein solely as an accommodation party currently owning part of the Premises which is to be transferred to POB under the applicable Purchase Agreement; provided, however, that all parties hereto agree that the applicable Purchase Agreement is the sole agreement between Amarillo EDC and POB with respect to the purchase and sale of a portion of the Premises, and this Agreement does not create, and shall not be construed to create, an independent obligation of Amarillo EDC to convey any portion of the Premises to POB. The Premises are located solely within the extra-territorial jurisdiction of the City and within the Zone.

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 and Qualified Personal Property 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, the 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, Recipients shall be subject to taxation on all real and personal property not abated or otherwise exempted.

11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:

a) Either of the Recipients; or

b) A third party when

i) Either of the Recipients is contractually obligated to pay taxes on said personal property; and

ii) Either of the Recipients renders said personal property for taxation.

12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by Recipients and 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 POB and Coop 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 POB or Coop 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 POB or Coop timely files an approved abatement application for that Phase with the Potter County Appraisal District.

4. Construction May Occur in Phases

At its option, POB or Coop may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within the Zone. If POB or Coop chooses to make this election, each individual Phase shall be eligible for Abatement under the terms of this Agreement for a period of ten (10) years.

POB and Coop 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 Phase 1, 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 the Zone, being the fifth (5^{th}) anniversary of the establishment of the Zone, 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 on Incremental Increase
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 and upon at least 24 hours prior notice to Recipients, the City and the Potter County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by POB or Coop 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 Recipients for purposes of determining compliance with state law and this Agreement.

2) Before December 31 of each year, Recipients 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 Recipients shall not be considered in default hereunder until the applicable party 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

Recipients shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which either of the Recipients is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 8 of this Agreement.

8. Breach and Default

In the event that POB or Coop:

1) fails to make the improvements or repairs;

2) 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) fails or refuses to timely file the documents required to be filed with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement; or,

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

then POB and Coop shall be in default of this Agreement.

If POB or Coop defaults in its performance of 1, 2, 3, or 4 above, the City shall give POB and Coop written notice of default. If POB or Coop, as appropriate, 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, POB and Coop 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 POB or Coop, and POB and Coop, as appropriate, has begun efforts to cure the default, then after first advising the City of its efforts, POB or Coop 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 timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally 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 POB or Coop, as appropriate, 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, subject to all lawful offsets, settlements, deductions, or credits to which POB or Coop 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 but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

9. Sale, Assignment, or Lease of Premises; Termination

1) This Agreement may be assigned by POB or Coop to an entity controlling, controlled by, or under common control with POB or Coop without further consent of the City.

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

3) This Agreement shall terminate in the event that POB has not acquired a portion of the Premises from the City or either Amarillo EDC or POB notifies City that POB has not acquired the other portion of the Premises pursuant to the terms and conditions of the Purchase Agreements.

10. Indemnity

It is understood and agreed among the parties that POB and Coop, in performing their obligations hereunder, are acting independently of City and Amarillo EDC. City and Amarillo EDC assume no responsibilities or liabilities in connection therewith to POB, Coop, or third parties, and City agrees that Amarillo EDC has no responsibility or liability under this Agreement with respect to the obligations of POB or Coop. POB and Coop agree 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 POB's or Coop's, respectively, acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope 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 Coop:
Producer Owned Beef Cooperative, Inc.
800 S. Polk St., Suite 201
Amarillo, Texas 79101
Attention: Casey Cameron, Chairman
Casey@cdccameron.com

For POB:
Producer Owned Beef, LLC
800 S. Polk St., Suite 201
Amarillo, Texas 79101
Attention: Casey Cameron, President and CEO
Casey@cdccameron.com

For City of Amarillo, Texas:

City Manager
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 in accordance with applicable provisions of the Tax Code. The resolution authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

13. POB, Coop, and Amarillo EDC Authorization

This Agreement was entered into by POB, Coop, and Amarillo EDC pursuant to proper authority whereby an authorized executive officer of POB, Coop, and Amarillo EDC, each signing below, were authorized to execute this Agreement on behalf of each entity as shown.

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. POB and Coop Standing

POB and Coop 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 POB and Coop 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 provided, that following the acquisition of the Premises by POB, Amarillo EDC shall not be a necessary party and this Agreement may be modified without Amarillo EDC's consent or acknowledgement.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City, POB, and/or Coop 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 POB, Coop, Amarillo EDC, 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.

{Signature Pages Follow}

Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: ______________________________
Jared Miller, City Manager

Attest:

____
for Stephanie Coggins, City Secretary

Approved as to form:

____
Bryan S. McWilliams, City Attorney

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 Jared Miller, 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 20th day of October, 2022.

Donna Sue Savage
Notary Public, State of Texas

Donna Sue Savage
Notary Public, State Of Texas
Notary ID #133331152
My Commission Expires 09-14-2025

PRODUCER OWNED BEEF, LLC

By: ______________________________
Casey Cameron, President and CEO

POB Acknowledgment

PRODUCER OWNED BEEF, LLC

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Casey Cameron, as President and CEO of Producer Owned Beef, LLC, a Texas limited liability company, 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 Producer Owned Beef, LLC, 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 28th day of September, 2022.

ROZANNA ECK HOWARD
Notary Public, State of Texas
Notary ID #456503-6
My Commission Expires 05-29-2024

Rozanna Eck Howard
Notary Public, State of Texas

PRODUCER OWNED BEEF COOPERATIVE, INC.

By: ________________________________
Casey Cameron, Chairman

Coop Acknowledgment

PRODUCER OWNED BEEF COOPERATIVE, INC.

STATE OF TEXAS §
§
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Casey Cameron, as Chariman of Producer Owned Beef Cooperative, Inc., a Delaware nonstock 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 Producer Owned Beef Cooperative, Inc., 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 26th day of September, 2022.

Rozanna Eck Howard
____
Notary Public, State of Texas

ROZANNA ECK HOWARD
Notary Public, State of Texas
Notary ID #456503-6
My Commission Expires 05-29-2024

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Kevin Carter, President and CEO

<u>Amarillo EDC Acknowledgment</u>

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 Kevini Carter, as President and CEO of Amarillo Economic Development Corporation, a Texas nonprofit 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 3 day of October, 2022.

____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
CHRIS LYLES
Notary ID #8345720
My Commission Expires
September 12, 2025

EXHIBIT A
POLICY STATEMENT

08/17/2021

RESOLUTION NO. 08-24-21-1

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; PROVIDE 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, THAT:

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 retention of or creation of new jobs 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 resolution 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 resolution, 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 is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 24 day of August, 2021.

THE CITY OF AMARILLO

Ginger Nelson
Ginger Nelson, Mayor, City of Amarillo

ATTEST:

Stephanie Coggins
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

EXHIBIT B

Property Description

The following tracts in Potter County, Texas:

SECT 30 A B & M BLK 0002, IRREG TR BEG 25.76 W & 1659.75FT S OF NE COR SECT REF 200 0300 0002, 203.4900 ACRES
SECT 30 A B & M BLK 0002, IRREG TR BEING THE MOST WEST & SOUTH PTN OF SEC 30 AND NORTH PTN OF SEC 31, 418.3500 ACRES
SECT 36 A B & M BLK 0002, IRREG TR BEG 120FT W OF NE COR OF SECT ALL LYING N OF RR, 19.2300 ACRES
SECT 37 A B & M BLK 0002, 264FT W X 561FT N BEG 2607FT W OF SE COR OF SECT, 3.3800 ACRES
SECT 37 A B & M BLK 0002, ENTIRE SECT LESS ROW & LESS VARIOUS TRACTS, 464.2500 ACRES

On the date first written below, Potter County, Texas hereby joins in the preceding Tax Abatement Agreement between Producer Owned Beef, LLC, a Texas limited liability company, Producer Owned Beef Cooperative, Inc., a Delaware nonstock corporation, 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: Nancy Tanner
Nancy Tanner, County Judge

Date: July 13, 2022

Attest:

Julie Smith
Julie Smith, County Clerk

COMMISSIONERS COURT POTTER COUNTY, TEXAS

Approved as to form:

Scott Brumley
Scott Brumley, 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 Nancy Tanner, 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 she was duly authorized to perform the same by appropriate resolution of the Commissioner's Court of Potter County, Texas, and that she 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 13th day of July, 2022.

SHANNON GREEN BARNETT
NOTARY PUBLIC
STATE OF TEXAS
ID# 6394163
EXPIRES 7-27-2022

Shannon Green Barnett
Notary Public, State of Texas

On the date first written below, the Panhandle Groundwater Conservation District ("***District***") hereby joins in the preceding Tax Abatement Agreement between Producer Owned Beef, LLC, a Texas limited liability company ("***POB***"), Producer Owned Beef Cooperative, Inc., a Delaware nonstock corporation ("***Coop***"), 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; provided that, notwithstanding anything else in the Agreement to the contrary, the District shall have the discretion to revoke the abatement granted by the District hereunder and/or call for the recapture of all taxes previously abated if the District reasonably determines POB or the Coop:

(1) is in violation of the agreement executed with the City beyond any applicable notice and cure period set forth therein; or

(2) is adversely affecting the groundwater resources within the District.

PANHANDLE GROUNDWATER
CONSERVATION DISTRICT

By: Britney Britten

Printed Name: Britney Britten
Title: General Manager

Attest: Jim Thompson

Jim Thompson, 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 Britney Britten, 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 she was duly authorized to perform the same by appropriate resolution of the Board of Directors of the PGCD, and that she 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 28th day of July, 2022.

KATIE LYNN HODGES
Notary Public, State of Texas
Notary ID #129209970
My Commission Expires 01-17-2025

Katie Hodges

Notary Public, State of Texas

ACCEPTED:

Producer Owned Beef, LLC

By:____________________________________

Casey Cameron, President and CEO

Producer Owned Beef Cooperative, Inc.

By:____________________________________

Casey Cameron, Chairman

Amarillo Economic Development Corporation

By: Kevin Carter________________________

Kevin Carter, President and CEO

FILED and RECORDED

Instrument Number: 2022OPR0015150

Filing and Recording Date: 11/04/2022 01:53:42 PM Pages: 21 Recording Fee: $0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Potter County, Texas.

COUNTY COURT POTTER COUNTY, TEXAS

Julie Smith

Julie Smith, County Clerk
Potter County, Texas

DO NOT DESTROY - This document is part of the Official Public Record.

carredondo

Pick up

HOLLIE SKANKLES

Re: 2022OPR0015150