FIRST AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND RMA HOLDINGS, LLC

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the MANSFIELD ECONOMIC DEVELOPMENT CORPORATION ("**Corporation**"), a nonprofit corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code ("**Act**"), and RMA HOLDINGS, LLC a limited Texas liability company ("**Company**"). Company and the Corporation may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Company owns an approximately 17.5-acre tract north of FM 917 and between 2nd Avenue and the planned extension of Antler Drive ("**17 Acre Tract**") and has an option to purchase the +/- 12.0 acres immediately adjacent to the north ("**12 Acre Tract**," as more particularly described in Exhibit A to the Memorandum of Option between Company and Heritage Parkway Partners, LLC, and being Instrument No. 2016-24858 of the Johnson County Real Property Records), both depicted on Exhibit "A" (the 17 Acre Tract and the 12 Acre Tract hereafter collectively referred to as the "**Property**"), where it intends to construct and operate a 450,000 square feet freezer, refrigerator and dry storage warehouse space; and

WHEREAS, Company intends to make a new Capital Investment in the Property of at least Sixty-Seven Million Four Hundred Six Thousand Nine Hundred Thirty-Eight Dollars ($67,406,938.00) to construct the Facility, which will result in the creation of additional Primary Jobs at the Property (all as hereinafter defined); and

WHEREAS, the Corporation has determined and found that the requested grant will be used to fund a "project" as defined in Section 501.101 of the Act; specifically, that the expenditure of the Corporation will be used for land, buildings, equipment (if it is subject to business personal property taxation under the Texas Tax Code) and improvements that are for the creation of primary jobs and that are required or suitable for the development, retention or expansion of a manufacturing and industrial facility; and

WHEREAS, the Board of Directors of the Corporation finds and determines that certain public infrastructure will serve to facilitate, promote or develop new or expanded business enterprises and constitutes a "project", as that term is defined in Section 501.103 of the Act, and the Corporation is willing to provide economic development funding limited to costs associated with the construction of such public infrastructure as provided herein; and

WHEREAS, the Corporation, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of Company's capital investment in the Property, desires to have Company make the capital investment in the Property. This project will increase the taxable value of the Property and will directly result in the creation of Primary Jobs on the Property and will indirectly result in the creation of additional jobs

throughout the City. As a consequence, the value of the benefits of the project will substantially outweigh the amount of expenditures required of the Corporation under this Agreement; and

WHEREAS, the Corporation, to encourage the development and operation of the Property, to encourage construction and operation of the Facility and to obtain the benefits stated in this Agreement, desires to participate in the funding of the cost of constructing the Facility (hereinafter defined) which are necessary in order for Company to make the capital investment in the Property and to operate the Facility as hereinafter set forth, which will aid and promote economic development in the City; and

WHEREAS, Company and Corporation previously entered into an economic development and performance agreement on or about September 21, 2016 ("**Original Agreement**"); and

WHEREAS, this Agreement is intended to amend, restate and replace the Original Agreement in its entirety.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"**Act**," "**Agreement**," "**Corporation**," "**Company**," "**17 Acre Tract**," and "**12 Acre Tract**" have the meanings set forth above.

"**Capital Investment**" means the actual cost incurred related to the construction of the Facility, including the actual construction costs of all buildings, renovations, site preparation, structures, infrastructure, offsite improvements (if any), utilities, landscaping and onsite improvements, including labor and materials, engineering costs, surveying costs, fees of consultants, permit and inspection fees, and business personal property and equipment located on the Property after the date of this Agreement that are subject to ad valorem taxes. It does not include insurance costs, legal fees and expenses, marketing costs or any interest paid to finance the cost of Capital Investment.

"**Certificate of Occupancy**" means the document issued by the City of Mansfield for the Facility certifying each building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupying.

"**City**" means the City of Mansfield, Texas.

"**Facility**" means the freezer, dry and cold storage warehouse located on the Property, comprised of at least 450,000 square feet, to be constructed in four phases, and include at least four (4) buildings.

"**Facility Grants**" means the payments, the aggregate of which will not exceed One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00), to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Facility. Each individual payment shall mean a "Facility Grant."

"**FTE**" means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours without regard to whether individuals in those positions are the same as those in previous counts.

"**Primary Jobs**" means FTE's performing the type of jobs defined in Section 501.002 of the Texas Local Government Code.

"**Director**" means the Corporation's Economic Development Director.

"**Effective Date**" means the date this Agreement is fully executed by both the Corporation and Company.

"**Expiration Date**" shall mean the date of full payment of the Grants, unless sooner terminated as provided herein.

"**Grants**" means the Facility Grants and Improvement Grant.

"**Impositions**" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within the City.

"**Improvements**" means the infrastructure and site work necessary to construct the Facility on the Property, including sanitary sewer improvements, eastern channel drainage improvements, and northern channel drainage improvements.

"**Improvement Grant**" means the payments to be made by the Corporation to Company pursuant to this Agreement as a reimbursement for a portion of the cost of the Improvements upon the terms, conditions and provisions set forth herein, such payments to a sum calculated as follows: the lesser of: (i) 100% of the actual costs of the Improvements, or (ii) Two Hundred Fourteen Thousand Dollars ($214,000).

"**Payment Request**" means a written request from Company to Corporation for payment of a Grant. For the Improvement Grant, the Payment Request must be accompanied by documentation of actual construction costs of the Improvements, in a manner and form acceptable to the Corporation. For the Facility Grants, a Payment Request must be accompanied by (i) a Certificate of Occupancy for each space or building; (ii) documentation of the expenditure of the Capital Investment, in a manner and form acceptable to the Corporation; and (iii) documentation evidencing Company has met its FTE requirements in accordance with Section 3.01(c).

"**Phase 1**," "**Phase 2**," "**Phase 3**," and "**Phase 4**" have the meanings as described in Article 3 of this Agreement.

"**Term**" means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2
TERM

The Term of this Agreement will begin on the Effective Date and continue thereafter until the Expiration Date, unless terminated earlier under the terms of this Agreement.

ARTICLE 3
COVENANTS OF COMPANY

3.01 Company Obligations. In consideration of Corporation agreeing to pay Company the Grants in accordance with the terms and conditions of this Agreement, Company, agrees to:

(a) Complete the Improvements no later than June 30, 2018;

(b) Make a total new Capital Investment in the Facility on or before June 30, 2022 in an amount of no less than Sixty-Seven Million Four Hundred Six Thousand Nine Hundred Thirty-Eight Dollars ($67,406,938.00) and construct the Facility according to the following schedule:

(i) Phase 1. By June 30, 2018 make a Capital Investment in the Property of at least Nineteen Million Six Hundred Fifty-Nine Thousand Three Hundred Ninety Dollars ($19,659,390.00) and obtain a Certificate of Occupancy for the first freezer building which shall be comprised of no less than 115,000 square feet ("**Phase 1**").

(ii) Phase 2. By June 30, 2021 make an additional Capital Investment in the Property of Fourteen Million Six Hundred Forty-Seven Thousand Three Hundred Ninety Dollars ($14,647,390.00) and obtain a Certificate of Occupancy for the second freezer building which shall be comprised of no less than 100,000 square feet ("**Phase 2**"), for a total Capital Investment of Thirty-Four Million Three Hundred Six Thousand Seven Hundred Eighty Dollars ($34,306,780.00).

(iii) Phase 3. No later than June 30, 2022 make an additional Capital Investment in the Property of at least Fourteen Million Seven Hundred Ninety-Four Thousand One Hundred Fifty-Eight Dollars ($14,794,158.00) and obtain a Certificate of Occupancy for the third freezer building which shall be comprised of no less than 100,000 square feet ("**Phase 3**"), for a total Capital Investment of Forty-Nine Million One Hundred Thousand Nine Hundred Thirty-Eight Dollars ($49,100,938.00).

(iv) Phase 4. No later than June 30, 2023 make an additional Capital Investment in the Property of at least Eighteen Million Three Hundred Six Thousand Dollars

($18,306,000.00) and obtain a Certificate of Occupancy for the fourth freezer building which shall be comprised of no less than 150,000 square feet ("**Phase 4**"), for a total Capital Investment of Sixty-Seven Million Four Hundred Six Thousand Nine Hundred Thirty-Eight Dollars ($67,406,938.00);

(c) Create a minimum of one hundred ten (110) FTEs with a Primary Jobs component by June 30, 2023 and retain them for the Term of this Agreement according to the following schedule:

No later than	Number of Total Employees
06-30-2018	30
06-30-2021	55
06-30-2022	80
06-30-2023	110

(d) Operate the Facility as a freezer and warehouse for the term of this Agreement;

(e) Pay all Impositions owed to City;

3.02 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Corporation the full amount of all payments made under Section 5 of this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Corporation.

ARTICLE 4
GRANTS BY CORPORATION

4.01 Improvement Grant. Provided Company is in compliance with each term of this Agreement, upon completion of the Improvements, and City inspection and approval, if required, City shall pay the Improvement Grant to Company within thirty (30) days after receiving a Payment Request.

4.02 Facility Grants. Provided Company is in compliance with each term of this Agreement, the Corporation shall make Facility Grants, not to exceed the aggregate of One Million Six Hundred Fifty Thousand Dollars ($1,650,000.00) to be paid to Company as follows:

(a) Within thirty (30) days after receiving a Payment Request for Phase I, the Corporation shall make a grant to Company in the amount of Six Hundred Fifty Thousand Dollars ($650,000.00);

(b) Within thirty (30) days after receiving a Payment Request for Phase 2, the Corporation shall make a grant to Company in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00);

(c) Within thirty (30) days after a receiving a Payment Request for Phase 3, the Corporation shall make a grant to Company in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00);

(d) Within thirty (30) days after receiving a Payment Request for Phase 4, the Corporation shall make a grant to Company in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00);

(e) Within thirty (30) days after receiving a Payment Request, but no earlier than June 30, 2024 the Corporation shall make a grant to Company in the amount of One Hundred Fifty Thousand Dollars ($150,000.00); and

(f) Within thirty (30) days after receiving a Payment Request, but no earlier than June 30, 2025 the Corporation shall make a grant to Company in the amount of One Hundred Thousand Dollars ($100,000.00).

ARTICLE 5
IMPROVEMENTS

Company shall be solely responsible for the design of the Improvements and Facility and shall comply with all building codes and other ordinances of the City applicable to the construction of the Improvements and the Facility.

ARTICLE 6
TERMINATION, OFFSET, AND REPAYMENT

6.01 Termination. This Agreement may be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties;

(b) upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

(c) upon written notice by Corporation, if Company suffers an event of bankruptcy or insolvency;

(d) upon written notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

(e) upon written notice by Corporation, if Company does not acquire title to the 12 Acre Tract by October 27, 2017 at 5:00 p.m.

6.02 Offset. Corporation may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City by Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.

6.03 Repayment. In the event the Agreement is terminated by Corporation pursuant to Section 6.01(b)-(c), Company shall immediately refund to Corporation an amount equal to the amount of the Grants that has been provided by Corporation to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by Corporation) as its prime or base commercial lending rate, from the Effective Date until paid.

ARTICLE 7
INDEMNIFICATION

COMPANY, IN PERFORMING THE OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE IMPROVEMENTS OR THE FACILITY. COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY COMPANY OF THE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF COMPANY, OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

ARTICLE 8
ACCESS TO INFORMATION

Upon the Corporation's request, Company agrees to provide the Corporation access to information, documents, invoices, receipts or other records to verify Company's compliance with this Agreement.

ARTICLE 9
GENERAL PROVISIONS

9.01 Mutual Assistance. Company and the Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

9.02 Representations and Warranties. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Company represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Improvements and the Facility shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

9.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.04 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

9.05 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Company and the Corporation.

9.06 Successors and Assigns.

(a) Assignment. This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation.

(b) Collateral Assignment. Notwithstanding Section 9.06(a), Company shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with construction of the Improvements or the Facility, all rights, title, and interests of Company to receive the Grants under this Agreement. Such collateral assignments: (i) shall require the prior written consent of the Corporation, which shall not be unreasonably delayed or withheld, and Corporation agrees to execute such reasonable consent forms as may be required to evidence such consent, (ii) shall require notice to the Corporation together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of Company to perform under this Agreement. No collateral assignment may relieve Company from any obligations or liabilities under this Agreement. The Director has the authority to give the written consent under this subsection after review and consultation with the Corporation's legal counsel; provided, however, the Director may, in his or her sole discretion, present the assignment request to the Corporation's board of directors for approval.

9.07 Notice. Any notice required or permitted to be delivered by this Agreement shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

COMPANY:	RMA Holdings, L.L.C. 1475 Post and Paddock St. Grand Prairie, Texas 75050 Attn: Monty Barnett
CORPORATION:	Mansfield Economic Development Corporation 301 South Main Street Mansfield, Texas 76063 Attn: Director
With a copy to:	Mansfield Economic Development Corporation Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107

9.08 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

9.09 Applicable Law/Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas; exclusive venue for any legal action regarding this Agreement shall lie in Tarrant County, Texas.

9.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

9.12 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

9.13 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals

or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of either party under this Agreement.

9.14 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

9.15 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION

By: _____
Larry Klos, Board President

Date: 10-3-17

ATTEST:

_____
Board Secretary

RMA HOLDINGS, LLC
a Texas limited liability company

By: _____

Name: Robert Phillips

Title: PRESIDENT

Date: 9-29-17

EXHIBIT "A"

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