COURT ORDER
2018-0902

Tax Abatement Request for Vistaprint

On a motion made by Commissioner Dr. Elba Garcia, District 4, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 8/7/2018
FUNDING SOURCE: n/a

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the provision of a five-year, 50% tax abatement on business personal property and a ten-year, 50% tax abatement on real property to Vistaprint for the location of a new printing facility in Dallas at Bonnie View Road and Telephone Road, effective no later than January 1, 2021 and subject to the firm creating 200 new full-time-equivalent jobs and increasing the County's tax base by at least $29 million no later than this same January 1, 2021 effective date.

It is further resolved and ordered that the County Judge is authorized to sign the related tax abatement agreement which shall govern the provision of this abatement.

Done in open court August 7, 2018, by the following vote:

IN FAVOR:	Honorable Clay Lewis Jenkins, County Judge
	Commissioner Dr. Theresa M. Daniel, District 1
	Commissioner Mike Cantrell, District 2
	Commissioner John Wiley Price, District 3
	Commissioner Dr. Elba Garcia, District 4
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Rick Loessberg
Originating Department: Planning and Development

COMMISSIONERS COURT BRIEFING

DATE: 8/7/2018

SUBMITTING DEPARTMENT: Planning and Development

SUBJECT: Tax Abatement Request for Vistaprint

BACKGROUND:
Vistaprint is finalizing the location of a new digital printing facility in the inland port area of Dallas and has requested a tax abatement to help facilitate the selection of this site. So that this request can be considered by the Commissioners Court, the following information has been prepared.

DESCRIPTION OF PROJECT:
The project is located at the southeast corner of Bonnie View Road and Telephone Road and involves the construction of a new 200,000-square-foot building, the investment (over four years) of about $50 million of equipment, and the creation of 200 jobs with a median salary of $40,000 (which is about 25% higher than the typical inland port distribution center job). The facility will be used to produce a variety of items for customers including banners, signs, promotional goods, business cards, flyers, etc.

It is anticipated that this new facility will be occupied sometime in 2019 and will become fully-operational in late 2020. The firm hopes to undertake a second phase in and around 2023 which would involve the construction of another building and the employment of an additional 200-400 people. However, because it is so difficult to ensure that such phases do indeed occur, it has not been factored into determining the project's eligibility and what level of incentive to provide.

OPERATIONAL IMPACT:
This project is considered to be a new construction project under the County's tax abatement policy. Such projects, when located within a strategic area as this project is, are eligible for consideration for an abatement of up to 75% if they, within three years, can increase the County's tax base by at least $16 million and create at least 200 new full-time jobs. As the project is expected to create at least 200 new full-time equivalent jobs and increase the County's tax base by $29 million-$30 million, the project is eligible for consideration.

FINANCIAL IMPACT:
It is proposed that a 50% abatement be provided for both real and business personal property. However, because it is anticipated that the $50 million that will be invested for equipment will depreciate rapidly, it is proposed that the business personal property abatement be for five years while the abatement for real property (whose value should be fairly constant) be for ten years. The proposed incentive would go into effect no later than January 1, 2021. Such terms are consistent with similar projects that the County has considered over the past several years.

RECOMMENDED BY:	Planning and Development	**PREPARED BY:**	Rick Loessberg
		APPROVED BY DEPT HEAD:	Rick Loessberg

The abatement would also apply to any subsequent phases that might be undertaken within the five- and ten-year time-frames.

The project would also increase the estimated total amount of property that the County will abate in 2021 from approximately $429 million to $444 million. Because this increase is relatively so small, the projected total amount of the County's tax base that will be abated will continue to remain at less than ⅕%.

WORKFORCE COMPOSITION:
This information has previously been provided under separate cover.

ADMINISTRATIVE PLAN COMPLIANCE:
As the County's administrative plan specifically recommends that the County utilize incentives to encourage growth in targeted areas and to help Dallas County become the destination of choice for businesses and residents, this incentive request, which helps facilitate the location of a significant economic development project in the County's southern half, is consistent with this plan.

RECOMMENDATION:
It is recommended that the County provide Vistaprint, subject to specified employment and tax base increase requirements, with a five-year, 50% tax abatement on business personal property and a ten-year, 50% tax abatement on real property for the location of a new digital printing facility in Dallas.

TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This Tax Abatement Agreement ("*Agreement*") is made and entered into as of the 7th day of August, 2018, by and between Dallas County, Texas ("*County*"), duly acting by and through its Commissioners Court, Becknell Industrial LLC, a Delaware limited liability company (*"Owner"*) and Vistaprint Manufacturing Texas LLC, a Texas limited liability company (*"Vistaprint"*), each duly acting by and through its authorized officers for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, the County has adopted a Tax Abatement Policy ("*Policy*"), by the passage of Dallas County Commissioners Court Order 2017-0035 on the 3rd day of January, 2017, that contains the guidelines and criteria used to determine the provision of tax abatement assistance from the County under Chapter 312 of the Texas Tax Code and Chapter 381 of the Texas Local Government Code; and

WHEREAS, Owner and Vistaprint intend to enter into a "Lease" pursuant to which Owner will agree to build a printing facility (*"Improvements"*) on real property owned or to be owned by Owner, or its Successor Entity, approximately located at the southeast corner of Bonnie View Road and Telephone Road, City of Dallas (*"Property"*), as legally described on the attached Exhibit "A" (collectively, the Property and Improvements are the *"Premises"*); and

WHEREAS, Owner and Vistaprint anticipate undertaking certain Economic Activity on or about the Property (as hereinafter defined), including, without limitation, (i) construction of the Improvements (as hereinafter defined) for the purpose of Vistaprint operating a printing facility; (ii) generating employment opportunities on or related to the Property as more particularly described herein; and (iii) making certain Business Personal Property (hereinafter defined) investments with respect to the Property, and the County finds that the other terms hereof are consistent with encouraging development in accordance with Court Order 2017-0035 and 2018-0902 and all applicable laws; and

WHEREAS, the County finds that the Owner's contemplated construction of the Improvements on the Property and Vistaprint's anticipated use of the Property and Premises, the contemplated generation of employment opportunities on or related to the Premises, and the contemplated real property Improvements and Business Personal Property investments on or about the Property are feasible and practical and will be of significant benefit to the County and its citizens; and

WHEREAS, Court Orders 2017-0035 and 2018-0902 authorize the County to enter into this Agreement with Owner and Vistaprint.

NOW THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of new investment and increased job generation that contributes to the economic development of the County and the enhancement of the County's tax base; and the Owner and Vistaprint, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Court Orders 2017-0035 and 2018-0902 do hereby contract, covenant, and agree as follows:

SECTION I.
DEFINITIONS

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

1. "*Economic Activity*" shall mean the following acts undertaken by or on behalf of Owner or Vistaprint: (i) construction of the Improvements and the use of the Improvements as a printing facility; (ii) the creation of 200 Full-Time Permanent Positions (as hereinafter defined) and/or Full-Time Equivalent Positions (as hereinafter defined) to be located on the Premises, such creation of employment opportunities being more particularly described in the Job Creation Requirement set forth below; and (iii) the investment of funds with regard to certain real property improvements and Business Personal Property located on the Premises.

2. "*Eligible Real Property Value*" shall mean the value, as annually established by Dallas Central Appraisal District ("*DCAD*"), of all Property and Improvements within the Property less the Property's Base Value, as defined herein and as established by DCAD.

3. "*Eligible Business Personal Property Value*" shall mean the value, as annually established by DCAD, of all Business Personal Property, excluding any freeport-eligible inventory, within the Property less the Business Personal Property's Base Value, as defined herein and as established by DCAD.

4. "*Base Value*" shall mean the appraised value of the respective Property and the Business Personal Property as determined by DCAD as of January 1, 2018.

5. "*Property*" shall mean that parcel of land located at the 9900 block of Bonnie View Road in Dallas, Texas and more fully described in Exhibit "A", attached hereto and incorporated by reference. The County relies on the attached Exhibit "A", provided by Owner to be a full, complete and accurate legal description of said parcel, and to the extent that said description might exceed said parcel, it is excluded from any abatement provided for hereunder.

6. *"Business Personal Property"* shall include all personal property owned or leased by Vistaprint located on or re-located to the Premises used in connection with operation of the Improvements and for which Vistaprint is responsible for paying any applicable property taxes, but excluding any business personal property that is exempt from ad valorem taxation as Freeport goods pursuant to Section 11.251 of the Texas Tax Code and Article VIII, Section 1-j of the Texas Constitution.

7. "*Improvements*" shall mean those certain improvements constructed or to be constructed on or about the Property. The Improvements shall be used in connection with the Economic Activity undertaken by Owner and Vistaprint.

8. *"Job Creation Requirement"* shall refer to Vistaprint's agreement to annually employ an aggregate number of a minimum of 200 persons in Full-Time Permanent Positions and/or Full-Time Equivalent Positions to be located on or based out of the Premises with the median annual salary of these positions being at least Forty-Thousand Dollars ($40,000).

9. "*Successor Entity*" shall mean (i) any entity which is a successor or assign to either Owner or Vistaprint by merger, consolidation, assignment or reorganization; (ii) a purchaser of all or substantially all of either Owner's and/or Vistaprint's assets; or (iii) as it relates solely to Owner, any affiliate or subsidiary, including, without limitation, any subsidiary of Becknell Industrial Operating Partnership, L.P., a Delaware limited partnership.

SECTION II.
GENERAL PROVISIONS

1. The County has adopted guidelines and criteria governing tax abatement agreements such that it is authorized to enter into this Agreement.

2. The Property is not located in an improvement project financed by tax increment bonds.

3. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

4. The Property is not owned or leased by any member of the Dallas County Commissioners Court.

5. Owner is under contract to purchase the Property. Owner intends to construct the Improvements and lease the Premises to Vistaprint pursuant to the Lease, and Vistaprint intends to lease the Premises and to install, locate, and maintain the Business Personal Property at the Premises pursuant to the Lease.

6. Owner covenants and agrees that the construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations. Vistaprint covenants and agrees that the use of the Premises and Business Personal Property subject to this Agreement will be in accordance with all applicable federal, state and local laws and regulations.

7. During the Tax Abatement Periods (hereinafter defined), Owner and Vistaprint shall be subject to all County taxation not specifically abated or exempted.

8. Owner and Vistaprint shall have the right to protest and/or contest DCAD appraisals of the Property, the Improvements and/or Business Personal Property over and above the respective Base Value of the Property, the Improvements and/or the Business Personal Property, as the case may be, under the procedures in place by the Tax Code of the State of Texas. The Tax Abatement (as hereinafter defined) shall be applied to the amount of taxes finally determined by DCAD to be due as a result of any such protest and/or contest by Owner and/or Vistaprint.

SECTION III.
RATE AND CONDITIONS OF TAX ABATEMENT

1. Owner shall receive the Real Property Tax Abatement and Vistaprint shall receive the Business Personal Property Tax Abatement (both hereinafter defined) upon the joint satisfaction of all of the conditions set forth in Section III(1)(a)-(d) below. Owner shall receive a fifty percent (50%) abatement of the taxes assessed on the Eligible Real Property Value (the *"Real Property Tax Abatement"*) and Vistaprint shall receive a fifty percent (50%) abatement on the Eligible Business Personal Property Value (the *"Business Personal Property Tax Abatement"*) from the County for each qualifying year during the Tax Abatement Periods subject to the terms of this Agreement.

   (a) Owner, or its Successor Entity, shall have closed on the purchase of the Property, and entered into the Lease with Vistaprint, all on such terms and conditions as acceptable to Owner in its sole discretion (collectively, the "Closing"). Owner shall notify the County in writing when it has completed Closing, in which case this Agreement shall remain in full force and effect subject to its remaining terms and conditions. In the event Owner is unable to complete the Closing, then it may terminate this Agreement by written notice to the County and Vistaprint, in which case all parties shall be released from any liability or obligation hereunder. Notwithstanding anything else contained within this Agreement to the contrary, the parties acknowledge and agree that all of the rights, interest, covenants, agreements, obligations and liabilities hereunder shall be conditioned upon Owner having completed the Closing, and if Owner has not completed the Closing on or before December 31, 2018, then this Agreement shall automatically terminate whereupon the parties shall be released from any further liability or obligations hereunder. From and after Closing, Owner shall construct the Improvements on or about the Property for the use as a printing facility. Vistaprint shall use and operate the Premises as a printing facility.

   (b) The aggregate of the Eligible Real Property Value and the Eligible Business Personal Property Value by January 1 of each year during the Tax Abatement Periods, as determined by DCAD, shall be at least equal to the aggregate value for the applicable year set forth at Exhibit "B" (*"Aggregate Value Condition"*).

   (c) During the Tax Abatement Periods, Owner shall file the annual exemption application (the "*Exemption Application*") forms with DCAD for the Real Property Tax Abatement that it believes it is eligible to receive under this Agreement. During the Tax Abatement Periods, Vistaprint shall file the annual exemption application (the "*Exemption Application*") forms with DCAD for the Business Personal Property Tax Abatement that it believes it is eligible to receive under this Agreement.

   (d) Vistaprint shall comply with the Job Creation Requirement. Employment positions applied toward satisfaction of the Job Creation Requirement shall include Full-Time Permanent Positions or Full-Time Equivalent Positions (as such terms are hereinafter defined). A Full-Time Permanent Position means a "position for which an individual is scheduled to work at least 1800 hours in a twelve-month period for Vistaprint, its subsidiaries, or its affiliates either under contract or as an employee." A Full-Time Equivalent Position means "two or more part-time positions filled by individuals working with or for Vistaprint, its subsidiaries, or its

affiliates a combined total of at least 35 hours per week either under contract or as an employee" which shall be counted as one Full-Time Equivalent Position.

SECTION IV.
ABATEMENT PERIODS

The Real Property Tax Abatement provided under this Agreement is for a period of ten (10) years, and the Business Personal Property Tax Abatement provided under this Agreement is for a period of five (5) years (the "*Tax Abatement Periods*"). The Abatements will jointly begin no later than January 1, 2021. Owner, Vistaprint, and the County shall have no further obligations under this Agreement upon expiration of the Tax Abatement PeriodS, except as otherwise provided herein.

SECTION V.
RECORDS AND AUDITS

1. No later than March 31 of the first year that this Tax Abatement goes into effect and January 31 of each applicable year thereafter during the Tax Abatement Period, Vistaprint shall submit to the County a certification as to the number of Full-Time Permanent Positions and Full-Time Equivalent Positions that are located on or based out of the Premises as of January 1 of such year and the median salary of these Positions.

2. At all times throughout the Tax Abatement Periods, the County shall have reasonable access during normal business hours to the Premises by County employees (upon one-week prior notice to Owner and Vistaprint) for the purpose of inspecting same to ensure that the Premises is being used for the required Economic Activity in accordance with the specifications and conditions of this Agreement; provided that Owner and Vistaprint shall have the right to accompany County employees on any such inspection. In no event shall such inspections interfere with Owner's ownership and Vistaprint's operation of the Premises.

3. The Premises at all times during the Tax Abatement Periods shall be used in a manner consistent with Court Orders 2017-0035 and 2018-0902 and shall be consistent with the general purpose of encouraging economic development within the County.

SECTION VI.
DEFAULT

1. Subject to the cure provisions of this Section VI, a default under this Agreement occurs in the event that the Owner and/or Vistaprint: (i) allow its ad valorem real property taxes and/or tangible business personal property taxes owed to the County from the Premises associated with this Agreement as well as from other property the Owner and/or Vistaprint may own within the County to become delinquent during the Tax Abatement Periods and fail to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (ii) fail to file an annual Exemption Application; (iii) fail to meet the Aggregate Value Condition for each relevant year; (iv) fail to comply with the Job Creation Requirement; (v) is convicted of a violation under 8 USC Section 1324a(f); or

(vi) fail to materially comply with any of the terms or conditions set forth in this Agreement. In the event that Owner and/or Vistaprint default in its performance as set forth in any of (i), (ii), or (vi) above, the County or DCAD shall give Owner and Vistaprint written notice of such default. If Owner and/or Vistaprint have not cured a default under (i), (ii), or (vi) within ninety (90) days of said written notice or if a default under (iii) or (iv) occurs, an event of default (an "*Event of Default*") shall exist and this Agreement shall terminate (and Owner and Vistaprint shall not receive any Tax Abatements for years after such Event of Default, it being understood that, an Event of Default shall not entitle County to reclaim or receive a repayment right with respect to any Tax Abatement for any year before the Event of Default occurs, and that the sole remedy by the County for an Event of Default which results from a failure by the Owner or Vistaprint to meet a condition is the termination of this Agreement and not damages or specific performance or any other remedy). In the event that Owner and/or Vistaprint cures any such default within the applicable cure period or prior to termination of this Agreement, no Event of Default shall exist and this Agreement shall continue in full force and effect, without penalty to Owner and Vistaprint.

2. Upon the occurrence of a conviction of a violation of Section VI (1)(v), all taxes which otherwise would have been paid to the County without the benefit of the Tax Abatement, including interest and penalties thereon ("Recapture Liability"), will become a debt to the County and shall be due, owing, and paid to the County within one hundred twenty (120) calendar days of a final determination by a court of competent jurisdiction that Owner or Vistaprint has violated 8 USC 1324a(f) as the sole remedy of the County, subject to any and all lawful offsets, settlements, deductions, or credits to which Owner or Vistaprint may be entitled, and subject to the rights of the Owner or Vistaprint under applicable law to contest an assertion that a violation of Section VI(1)(v)has occurred. The Recapture Liability interest and penalties shall be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas.

3. This Agreement inures to the benefit of and is enforceable by the County. The County has the right to prosecute or take appropriate action, at law or in equity, against the Owner or Vistaprint to enforce any other covenant or provision (but not a condition) contained within this Agreement. If the County substantially prevails in a legal proceeding to enforce this Agreement against the Owner or Vistaprint, the County is further entitled to recover damages (expressly excluding consequential, punitive or special damages), reasonable attorney's fees, and court costs from the Owner or Vistaprint. Any payment due to the County under this Agreement is a lien which attaches to the Premises and Business Personal Property on January 1 of each year to enforce the payment of all taxes, penalties, and interest ultimately imposed for the year on the Premises.

SECTION VII.
EFFECT OF SALE, ASSIGNMENT, OR LEASE OF PROPERTY

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Owner, including but not limited to any Successor Entity, may assign its rights and responsibilities under this Agreement including the right to receive the Tax Abatement to any Successor Entity, or other corporation, partnership, joint venture, limited liability company or other entity acquiring title to the Property, without prior approval of the Commissioners Court. Vistaprint, including but not limited to any Successor Entity, may assign its rights and

responsibilities under this Agreement including the right to receive the Tax Abatement to any Successor Entity, or other corporation, partnership, joint venture, limited liability company or other entity to which the Lease is assigned, without prior approval of the Commissioners Court. Should Owner, Vistaprint, or any Successor Entity assign such rights and responsibilities under this Agreement, the County must be notified of such assignment within sixty (60) calendar days of its occurrence.

SECTION VIII.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, and shall be deemed properly given by (i) on the third (3rd) day after being deposited in the U.S. mail by certified mail, postage prepaid; (ii) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service; or (iii) on the date personally delivered, whether or not actually received by the party to whom addressed:

OWNER:

J. Mark Shapland
Chief Operating Officer
Becknell Industrial
4242 South 1st Avenue, Suite D
Lyons, IL 60534

With a copy to:

Harrington & Tock LLC
c/o Patrick Harrington
201 W. Springfield Avenue, Suite 601
Champaign, IL 61820

COUNTY:

Director of Planning & Development
Dallas County Commissioners Court
411 Elm Street, 3rd Floor
Dallas, Texas 75202

VISTAPRINT:

Christian Vaillant
Vice President Manufacturing NA
447 Advance Boulevard
Windsor, Ontario N8N 5G8

With a copy to:

Cimpress USA Incorporated
275 Wyman Street
Waltham, MA 02451
Attn: Vistaprint General Counsel

SECTION VIII.
COUNTY AUTHORIZATION

This Agreement is authorized by Court Orders 2017-0035 and 2018-0902 approved at the Commissioners Court meetings of the 3rd day of January, 2017 and the 7th day of August, 2018, respectively.

SECTION IX.
OWNER AUTHORIZATION

The execution and performance of this Agreement by Owner and Vistaprint has been duly authorized by its governing authority and does not require the consent or approval of any other person which has not been obtained. Additionally, the person or persons executing this Agreement on behalf of Owner and Vistaprint represents, warrants, assures and guarantees that he, she or they have full legal authority to execute this Agreement on behalf of the Owner and Vistaprint and to bind Owner and Vistaprint to all terms, performances, and provisions herein contained.

SECTION X.
SEVERABILITY

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

SECTION XI.
ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which, if requested, will be addressed to the parties hereto and/or a subsequent purchaser or assignee of Owner or Vistaprint, 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 tax abatement in effect, and such other matters reasonably requested by the party to receive the certificate.

SECTION XII.
APPLICABLE LAW AND VENUE

This Agreement shall be governed and construed under the laws of the State of Texas. Venue for any action under this Agreement shall exclusively be in the federal and state courts physically located in Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

SECTION XIV.
SOVEREIGN IMMUNITY

This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

SECTION XV.
AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

SECTION XVI.
INDEMNIFICATION

VISTAPRINT AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY INCLUDING, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY "COUNTY") HARMLESS AGAINST AND FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, COSTS, DAMAGES, JUDGMENTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF VISTAPRINT, (INCLUDING WHEN IT ACTS THROUGH ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, AND/OR INVITEES), OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS HEREOF. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

OWNER ON BEHALF OF ITSELF, OFFICERS, DIRECTORS, EMPLOYEES AND 9900 BONNIE VIEW ROAD TEXAS BECKNELL INVESTORS LLC (FOR SUCH TIME THAT 9900 BONNIE VIEW ROAD TEXAS BECKNELL INVESTORS LLC OWNS THE PREMISES) (COLLECTIVELY "OWNER") AGREES TO DEFEND, PROTECT, INDEMNIFY, AND HOLD THE COUNTY, INCLUDING ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS AND REPRESENTATIVES (COLLECTIVELY "COUNTY") HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES (EXPRESSLY EXCLUDING CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES), JUDGMENTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION XVII.
CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, this Agreement shall not be construed against the party who drafted this Agreement, and such party shall not be responsible for the language used.

SECTION XVIII.
ENTIRE AGREEMENT

This Agreement, including all Exhibits, Attachments, and Addendums, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, by and between Owner, Vistaprint, and the County.

SECTION XIX.
NUMBER/GENDER AND HEADINGS

Words of any gender used in this Agreement shall be held and construed to include any other gender and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION XX.
EFFECTIVE DATE OF AGREEMENT

This Agreement shall not become effective (the "*Effective Date*") until executed by the County, the Owner, and Vistaprint. This Agreement may be signed and executed in counterparts.

SECTION XXI.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if a party's ability to satisfy any obligation under this Agreement including, but not limited to the substantial completion of the improvements is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by franchised utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed.

SECTION XXII.
CERTIFICATION

TEXAS GOVERNMENT CODE CHAPTER 2264 CERTIFICATION. Vistaprint by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, certifies that they do not and will not knowingly employ any undocumented workers at the Premises during the Term of this Agreement and that if the Vistaprint or Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), Vistaprint and/or Owner shall repay all taxes which otherwise would have been paid to the County without the benefit of the tax abatement, including interest and penalties thereon within the time period set forth in Section VI (2) of this Agreement.

EXECUTED this the 7th day of August, 2018.

DALLAS COUNTY:

By: X _____

Name: Clay Lewis Jenkins

Title: County Judge

OWNER:

By: _____

Name: J. Mark Shapland

Title: Chief Operating Officer

VISTAPRINT:

By: _____

Name: Christian Vaillant

Title: Vice President Manufacturing NA

RECOMMENDED BY:

_____

Rick Loessberg
Director of Planning & Development

APPROVED AS TO FORM:*
FAITH JOHNSON
Dallas County Criminal District Attorney

RUSSELL RODEN
Chief, Civil Division

By: _____ 7.25.18
Tina R. Patel
Assistant District Attorney, Civil Division

**By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of its clients. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*

SECTION XXII.
CERTIFICATION

TEXAS GOVERNMENT CODE CHAPTER 2264 CERTIFICATION. Vistaprint by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, certifies that they do not and will not knowingly employ any undocumented workers at the Premises during the Term of this Agreement and that if the Vistaprint or Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), Vistaprint and/or Owner shall repay all taxes which otherwise would have been paid to the County without the benefit of the tax abatement, including interest and penalties thereon within the time period set forth in Section VI (2) of this Agreement.

EXECUTED this the 23rd day of July, 2018.

DALLAS COUNTY:

By: _____

Name: Clay Lewis Jenkins

Title: County Judge

OWNER:

By: _____

Name: J. Mark Shapland

Title: Chief Operating Officer

VISTAPRINT:

By: Christian Vaillant

Name: Christian Vaillant

Title: Vice President Manufacturing NA

RECOMMENDED BY:

_____ for

Rick Loessberg
Director of Planning & Development

APPROVED AS TO FORM:*
FAITH JOHNSON
Dallas County Criminal District Attorney

RUSSELL RODEN
Chief, Civil Division

By: _____
Tina R. Patel
Assistant District Attorney, Civil Division

**By law, the District Attorney's office may only advise or approve a contract or legal document on behalf of its clients. Our review of this document was conducted solely from the legal Perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).*

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION
BEING a tract of land situated in the William H. Newton Survey, Abstract Number 1074, City of Dallas, Dallas County, Texas and being part of City of Dallas Blocks 8313 & 8314 and being all of that tract of land described as Parcel 45B (6.51 Acres) & part of that tract of land described as Parcel 47-A (58.30 Acres) in deed to DLH LOGISTICS LLC, recorded in Instrument No. 201700256958 of the Official Public Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" found at the north end of the terminus of Logistics Drive (a variable width right-of-way - 100-feet wide at this point) for the southeast corner of Lot 1, Block A/8313, Logisticenter Addition, Phase One, an addition to the City of Dallas according to the plat recorded in Instrument No. 201800003128 of said Official Public Records and being the northwest corner of a tract of land described as "Tract III" in deed to C5LC AT BONNIE VIEW, LLC, recorded in Instrument No. 201800018303 of said Official Public Records;

THENCE departing said terminus of Logistics Drive and with the east line of said Lot 1, Block A/8313, North 2°51'20" East,passing a 5/8" iron rod with 3-1/4" aluminum disk stamped "Logisticenter KHA" found for the northeast corner of said Lot 1, Block A/8313 at a distance of 1285.50 feet and continuing with the east line of a called 61.699 acre tract of land described in deed to DPF TX I Bonnie View, L.L.C., recorded in Instrument No. 201500332018 of said Official Public Records, in all a total distance of 2077.08 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the west line of Blanco Road (a generally recognized public road, no record found) and being the north corner of said 6.51 acre tract;

THENCE departing said east line of Lot 1 and with said west line of Blanco Road, the following courses and distances:
South 28°05'14" East, a distance of 91.44 feet to a 5/8" iron rod found for corner;
South 30°56'51" East, a distance of 688.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 21°50'58" a radius of 540.00 feet, a chord bearing and distance of South 19°58'24" East, 204.68 feet;

THENCE departing said west line of Blanco Road, the following courses and distances:

In a southeasterly direction, with said curve to the left, an arc distance of 205.93 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
South 30°53'52" East, a distance of 1133.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 30°36'33" a radius of 484.00 feet, a chord bearing and distance of South 15°35'36" East, 255.50 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 258.57 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;
South 47°51'19" West, a distance of 75.11 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in the north line of a tract of land described as "Tract IV" in said deed to C5LC AT BONNIE VIEW, LLC;

THENCE with said north line of Tract IV, North 87°08'40" West, passing the northwest corner of said Tract IV and the northeast corner of said Tract III at a distance of 321.12 feet and continuing with said north line of Tract III in all a total distance of 1167.00 feet to the **POINT OF BEGINNING** and containing 31.101 acres or 1,354,748 square feet of land.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT B

MINIMUM AGGREGATE VALUE SCHEDULE

Year	Aggregate Value Requirement
1	$29 million
2	$30 million
3	$30 million
4	$30 million
5	$30 million
6	$30 million
7	$30 million
8	$30 million
9	$30 million
10	$30 million