SIGNATORY PAGE
EVIDENCING JOINDER INTO
SECOND MODIFICATION OF TAX ABATEMENT AGREEMENT
BETWEEN CITY OF IOWA PARK, TEXAS AND
S-5 MANUFACTURING LLC

THE STATE OF TEXAS §
§
COUNTY OF WICHITA §

Wichita County, the undersigned taxing unit, having jurisdiction over the Premises, joins in the execution of the Modification of Tax Abatement Agreement between the City of Iowa Park, Texas and S-5 Manufacturing, LLC, for the purpose of granting abatement of ad valorem taxes for 2014 in the manner and in accordance with the terms and conditions set forth in such Second Modification of Tax Abatement Agreement and authorizes this page to be affixed to said Second Modification of Agreement. This joinder to the Second Modification of Tax Abatement Agreement was authorized by the Commissioners' Court of Wichita County, Texas at its Regular Meeting on the 10th day of June, 2013, whereupon it was duly determined by appropriate order that the County Judge would execute this joinder on behalf of Wichita County, Texas.

COUNTY OF WICHITA, TEXAS

By: Woodrow W. Gossom
Woodrow W. Gossom, Jr.,
County Judge

ATTEST:

Lori Bohannon by Annette C. Stanley
Lori Bohannon
Wichita County Clerk

Commissioners Court Minutes
June 10, 2013
Exhibit "A"

SECOND MODIFICATION OF TAX ABATEMENT AGREEMENT
Between
City of Iowa Park, Texas and S-5! Manufacturing, L.L.C.

This second modification (this "Modification") of the Tax Abatement Agreement dated November 11, 2011 (the "Agreement") is entered into effective the _____ day of _____, 2013 by the City of Iowa Park, Texas (the "City") and S-5! Manufacturing, L.L.C., a Colorado limited liability company ("Owner").

Recitals:

A. Owner entered into a Tax Abatement Agreement with the City on November 14, 2011 (the "Tax Abatement Agreement").

B. The parties agreed to a modification of the terms of the Tax Abatement Agreement on December ____, 2012.

C. The parties have now agreed to certain additional modifications of the Tax Abatement Agreement as specified herein, as permitted by TEX. TAX CODE §312.208.

D. Notice of this Modification was delivered to the President of the Board of Trustees of the Iowa Park Consolidated Independent School District and the County Judge of Wichita County, Texas not less than seven (7) days prior to the date on which this Modification was acted upon by the City Council of the City of Iowa Park, Texas.

NOW, THEREFORE, in consideration of the premises, and a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner will no longer be required to construct the Improvements within the Industrial District Reinvestment Zone as required by Article 1 of the Tax Abatement Agreement nor will Owner will be under any obligation to construct Improvements under any other provision of the Tax Abatement Agreement. No tax abatement will be granted pursuant this Tax Abatement Agreement for any Improvements. In furtherance of the parties intentions in this regard, paragraph 2.4(a) of the Tax Abatement Agreement is deleted.

2. Subject to the provisions set forth below, Owner will continuously maintain manufacturing operations at the facilities located at 500 West Highway, Iowa Park, Texas (the "West Highway Property"), and agrees that it will maintain not fewer than ten (10) Full Time Jobs at the West Highway Property, throughout the remainder of the Abatement Period. If, pursuant to Section 5.01(a) of the Real Estate Sales Contract between the City and Owner (the "Real Estate Sales Contract"), Buyer elects to extend the lease (the "Lease") between it and the City of the real property located at 500 West Highway, Iowa Park, Texas (the "West Highway Property") or elects to lease the entire building and West Highway Property, and neither the Rezoning nor the Variance (as those terms are defined in the Real Estate Sales Contract) are validly approved by a final and non-appealable order or other requisite action of the City or any City commission or board with jurisdiction of such matter, and if Buyer's use of the West

Highway Property for the manufacturing purposes envisioned under the Real Estate Sales Contract, the Restated EDA (with the Iowa Park Economic Development Corporation), and this Tax Abatement Agreement is challenged, Buyer shall have the right to terminate the Lease at any time after the commencement of the challenge. If Buyer elects to terminate the Lease, Buyer shall be relieved of all obligations under this Tax Abatement Agreement. As used in this paragraph, the term "challenge" shall mean a written document, including a letter or complaint, asserting that Buyer does not have the right under applicable zoning regulations to carry on its manufacturing operations at the West Highway Property and threatening legal or administrative action to prohibit or terminate such use by Buyer.

3. That the Eligible Personal Property shall include a MetalSaw, model # CS2-T8 piece of equipment if it is purchased by Owner and placed in service at the West Highway Property and otherwise qualifies for abatement.

4. The term "Facilities" as used in the Tax Abatement Agreement shall be hereinafter construed to only refer to the building or improvements used in Owner's manufacturing operations and located at the West Highway Property.

5. Section 5.2(4) of the Tax Abatement Agreement is modified to read as follows:

> "(4) Default by Owner under the terms of the Restated Economic Development Agreement dated February 25, 2013 between Owner and the Iowa Park Economic Development Corporation, the IPEDC Incentive Note referred to in said Restated Economic Development Agreement, the Real Estate Sales Contract (With Economic Development Incentives) dated February 25, 2013 between Owner and the City and the City Incentive Note referred to in said Real Estate Sales Contract (With Economic Development Incentives).

6. Except as expressly modified in this Modification, the parties hereby ratify and confirm all other provisions of the Tax Abatement Agreement. Any capitalized term used in this Second Modification which are not defined herein shall have the meaning assigned to it in the Tax Abatement Agreement.

Executed and effective as of the date and year of this Modification stated above.

City of Iowa Park, Texas

By: _____
Dan Fears, Mayor

ATTEST:

_____
Janice Newman, City Secretary

S-5! Manufacturing, L.L.C.

By: Metal Roof Innovations, Ltd., its Manager

By: _____
Rob Haddock, President of Metal Roof Innovations, Ltd.

Resolution No. 13-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IOWA PARK, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A SECOND MODIFICATION TO THE TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF IOWA PARK, TEXAS AND S-5! MANUFACTURING, L.L.C.

Whereas, on Monday, November 14, 2011 the City Council for the City of Iowa Park, Texas approved and authorized the execution of a tax abatement agreement with S-5! Manufacturing, L.L.C.; and

Whereas, on Monday, August 27, 2012 the Council authorized the Mayor to execute a amendment to the tax abatement agreement between S5! Manufacturing, L.L.C. and the City of Iowa Park to provide S5! Manufacturing with additional time to formulate and prepare plans and specifications for a new twenty-five thousand square foot facility to be located in the City's Industrial Park; and

Whereas, on Monday, December 10, 2012 the Council authorized the Mayor to execute a modification to the tax abatement agreement between S5! Manufacturing, L.L.C. and the City of Iowa Park to provide S5! Manufacturing with addition time for the construction commencement and completion dates for said new building located in the City's Industrial Park; and

Whereas, S-5! Manufacturing, L.L.C. has requested the City modify certain terms of the tax abatement agreement that require S-5! Manufacturing to construct certain improvements within the Industrial District Reinvestment Zone as required by Article 1 of said Tax Abatement Agreement; and

Whereas, S-5! Manufacturing agrees to continuously maintain manufacturing operations at the facilities located at 500 West Highway, Iowa Park, Wichita County,