

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

SECOND AMENDMENT TO TAX ABATEMENT AGREEMENT

This Second Amendment to Tax Abatement Agreement (hereinafter, the “**Amendment**”) is made and entered into by and among Collin County, Texas, duly acting herein by and through the County Judge, as authorized and approved by the Collin County Commissioner’s Court (“**County**”), FedEx Office and Print Services, Inc., a Texas corporation, duly acting herein by and through its respective authorized officer (“**Tenant**”), and 7900 Legacy Drive Owner, LLC, a Delaware limited liability company (successor in interest to KDC Legacy HQ Investments One LP, a Texas limited partnership), duly acting herein by and through its authorized representative (“**Owner**”).

WITNESSETH:

WHEREAS, County, Tenant, and Owner entered into a Tax Abatement Agreement dated March 21, 2014 (as amended, the “**Agreement**”) to encourage development in a particular reinvestment zone, which includes the Real Property (as defined in the Agreement); and

WHEREAS, County, Tenant, and Owner desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, the provisions of this Amendment shall control.

IN CONSIDERATION OF THE FOREGOING and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. Tenant and Owner each hereby acknowledges and agrees that the County has fully complied with its obligations under the Agreement through the Effective Date (defined herein). County hereby acknowledges and agrees that Tenant and Owner have fully complied with their obligations under the Agreement through the Effective Date (including, and as to Tenant only, Tenant meeting the minimum number of Job Equivalents thereunder).

2. Paragraph 4(b) of the Agreement is hereby deleted in its entirety, and replaced with the following:

b. Jobs: The Tenant shall transfer, retain or create at least 899 full-time job equivalent positions (“Job Equivalents”) at the Property on or before December 31, 2015.

A Job Equivalent is one or more positions, whose assigned work location is at the Property within Tenant's Human Resource system of record(s), is a resident of the MSA Area (defined herein), that the combine hours are at least 2,080 annually, and that are issued an Internal Revenue Service W-2 form by the Company. A Job Equivalent may include positions that are employees of FedEx-branded affiliates of FedEx Corporation and that otherwise meet the requirements of Section 4(b) of this Agreement. The MSA Area shall be those eleven counties in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (as shown on the map of Metropolitan and Micropolitan Statistical Areas of the United States and Puerto Rico published by the U.S. Census Bureau as of March 2020) as well as Cooke, Grayson, Hunt and Fannin County.

3. Tenant's notice address is updated as follows:

For Tenant by notice to:

FedEx Office and Print Services, Inc.
Attention: Lease Administration
7900 Legacy Drive
Plano, TX 75024

Owner's notice address is updated as follows:

4. This Amendment is the entire agreement between the parties with respect to the subject matter covered in this Amendment. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Amendment. The recitals to this Amendment are incorporated herein. All capitalized terms used herein and not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. The persons who execute their signatures to this Amendment represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein. This Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, this Amendment shall be effective upon the last date on which all parties have executed this Amendment (the “**Effective Date**”).

ATTEST:

COLLIN COUNTY COMMISSIONER’S COURT by

APPROVED AS TO FORM:

_____, Collin County Judge

Date: _____

_____, Attorney for the County

WITNESS:

FEDEX OFFICE AND PRINT SERVICES, INC., a Texas corporation

Name: _____

Title: _____

By: _____

Name: Ari Spitzer

Title: Vice President, Real Estate & Development

Date: _____

WITNESS:

7900 LEGACY DRIVE OWNER, LLC, a Delaware limited liability company

Name: _____

Title: _____

By: Plano Owner LLC, a Delaware limited liability company, its sole Member

By: Owner Plano, LLC, a Delaware limited liability company, its Manager

By: PRP Plano, LLC, a Delaware limited liability company, its Manager

By: _____

Name: _____

Title: _____

Date: _____