

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §  
  §  
CITY OF CEDAR PARK               §

**AMENDMENT TO THE  
PROPERTY TAX ABATEMENT AGREEMENT**

This Amendment to the Property Tax Abatement Agreement (The “Amendment”) is entered into by and between Dana Limited (“DANA”) and the City of Cedar Park, Texas (“City”).

**RECITALS**

WHEREAS, DANA and the City of Cedar Park entered into that certain Tax Abatement Agreement (the “Agreement”) executed on November 21, 2013; and

WHEREAS, the Agreement provides for qualified ad valorem tax abatement in exchange for DANA’s development and operation of a research and design facility, creation of primary full-time jobs, acquisition and retention of capital assets and/or capital investment, and other substantial economic benefits within the City of Cedar Park, Texas; and

WHEREAS, in furtherance of such performance, benefits, and incentives, as well as the public interest, DANA and the City now desire to amend the Agreement as set forth herein.

**AGREEMENT**

1. In “1. **Definitions.** (g) “Designated Value” means the original cost of the Eligible Property as rendered by DANA to the Williamson Central Appraisal District, which shall be in an amount no less than \$12 Million.” The reference to “*no less than \$12 Million*” shall be amended to read “*no less than \$10 Million*”.
2. In “13. **Miscellaneous.** (i) **Notices & Requests.** The City’s contact information should be revised to reflect the following:

If to the City, to:

Economic Development Department  
Attn: Phil Brewer, Director  
City of Cedar Park  
450 Cypress Creek Road, Bldg. #1  
Cedar Park, Texas 78613  
[phil.brewer@cedarparktexas.gov](mailto:phil.brewer@cedarparktexas.gov)

With a copy to:

Legal Department  
Attn: J.P. LeCompte, City Attorney  
City of Cedar Park  
450 Cypress Creek Road, Bldg. #1  
Cedar Park, Texas 78613  
[jp.lecompte@cedarparktexas.gov](mailto:jp.lecompte@cedarparktexas.gov)

3. Exhibit B. Exhibit B to the Agreement is hereby replaced in its entirety by the revised Exhibit B attached hereto this Amendment.
4. Authority. Each person signing his Amendment on behalf of DANA and the City, respectively, represents that (a) such party has the full right and authority to enter into this Amendment, and (b) each person signing on behalf such party was and continues to be authorized to do so.
5. Counterpart. This Amendment may be executed in one or more counterparts and by the different parties on separate counterparts, each of which when so executed shall be an original, but all of which together constitute one and the same instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart or facsimile as if such copy or facsimile were an original.
6. Affirmation of Agreement. Except as and to the extent amended hereby, The Agreement is hereby ratified, confirmed and approved and remains in full force and effect. The provisions of this Amendment shall prevail over any conflicting provisions in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of March 24, 2016.

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<<<SIGNATURES TO FOLLOW ON NEXT PAGE>>>

DANA LIMITED

By: 

Date: 3/13/2016

Name: Timothy R. Kraus  
Title: Assistant Treasurer  
Address: 27870 Cabot Dr.  
Novi, MI 48377

CITY OF CEDAR PARK, TEXAS

By: \_\_\_\_\_  
Matthew Powell, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
LeAnn Quinn, City Secretary

\_\_\_\_\_  
J.P. LeCompte, City Attorney