

**AMENDMENT OF
TAX ABATEMENT AGREEMENT
(Section II)**

Effective Date: September____, 2022

This Amendment to Tax Abatement Agreement is made and entered on the above date by the following persons for the purposes provided herein pursuant to Section 11 of that certain Tax Abatement Agreement dated July 5, 2016, as amended (the "Original Abatement Agreement") by the City of Foley, Alabama and Foley Holdings LLC:

Granting Authority: City of Foley, Alabama

Company: Foley Holdings LLC

IRH Foley LLC IRH Foley LLC

FOR VALUE RECEIVED, and in consideration of the mutual agreements herein and in the Original Abatement Agreement, the undersigned do hereby covenant and agree as follows:

Section 1. Incorporation of Defined Terms

- (a) Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Original Abatement Agreement.
- (b) IRH Foley LLC Project shall mean the part of the Project described in the Application attached hereto as Exhibit A.
- (c) Original Abatement Agreement shall mean the Tax Abatement Agreement dated July 5, 2016, as at any time amended, re-stated, or supplemented, by the Granting Authority and the Company.

Section 2. Representations

The Company and IRH Foley LLC hereby represent and warrant to the Granting Authority as follows:

- (a) IRH Foley LLC is duly organized under the laws of the State of_____.
- (b) IRH Foley LLC is an Affiliate or Subsidiary of the Company within the meaning of the Original Abatement Agreement.
- (c) IRH Foley LLC will own or operate the part of the Project described on the Application attached hereto as Exhibit A.

Section 3. Agreements of Granting Authority

The Granting Authority hereby covenants and agrees that the IRH Foley LLC Project shall be part of the Project for all purposes of the Original Abatement Agreement and the abatements granted in Section 3 of the Original Abatement Agreement shall apply to, and benefit, the IRH Foley LLC Project in all respects.

Section 4. Agreements of the Company and IRH Foley LLC

IRH Foley LLC hereby covenants and agrees (i) to be bound by the Original Abatement Agreement with respect to the IRH Foley LLC Project and (ii) that all provisions of the Original Abatement Agreement with respect to the Company shall be binding upon and enforceable against IRH Foley LLC .

Section 5. General Provisions

The Granting Authority, Company and IRH Foley LLC hereby covenant and agree:

- (1) This Agreement shall become part of the Original Abatement Agreement for all purposes thereof;
- (2) This Agreement shall be construed in accordance with, governed by, the laws of the State of Alabama without regard to principles of conflict of laws;
- (3) This Agreement may be executed in any number of counterparts, each of which shall be an original and all such counterparts shall together constitute one and the same agreement;
- (4) This Agreement shall be binding upon the successors and assigns of the Granting Authority, the Company and IRH Foley LLC .

Section 6. Notices.

- (a) Any notices to the Granting Authority and the Company shall be given and made in accordance with Section 19 of the Original Abatement Agreement.
- (b) Any notice to IRH Foley LLC under this Agreement shall be made in writing and delivered thereto at the following address or at such other address as shall have been provided by IRH Foley LLC and acknowledged in writing:

IRH Foley LLC LLC
c/o _____
Creek Indian Enterprises Development Authority
100 Brookwood Road
Atmore, Alabama 36502

Section 7. Termination

This Agreement shall terminate and be discharged simultaneously with the termination and discharge of the Original Abatement Agreement.

IN WITNESS WHEREOF, the undersigned Foley Holdings LLC and the undersigned IRH Foley LLC and the undersigned City of Foley, Alabama, have each caused this agreement to be executed in the name and on behalf thereof, under seal, by an officer thereof duly authorized thereunto, as of the Effective Date first above written.

CITY OF FOLEY, ALABAMA
(the Granting Authority)

By: _____
Title: Mayor

S E A L

Attest: _____
City Clerk

FOLEY HOLDINGS LLC
(the Company)

By: _____
Name: _____
Title: _____

IRH FOLEY LLC LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
APPLICATION