

**AMENDMENT OF CORRECTION
HOPKINS COUNTY CHAPTER 381 ECONOMIC
DEVELOPMENT PROGRAM AND AGREEMENT**

This Amendment of Correction is entered into by **Hopkins County**, Texas a Texas political subdivision (“**County**”) and **My Perfect Pet, Inc.**, a Delaware Corporation (“**Developer**”) to amend and correct **SECTION 5. OBLIGATIONS OF COUNTY** of that certain **Hopkins County Chapter 381 Economic Development Program and Agreement** dated November 23, 2020, executed by County and Developer. **Section 5 Obligations of County** is hereby amended and corrected as follows:

SECTION 5. OBLIGATIONS OF COUNTY.

County covenants and agrees with **Developer** that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Grant Payment.**

- (1) Ad Valorem Taxes. During the Term of this Agreement, should Developer fail to maintain the following: (1) a Certificate of Occupancy as required by Section 4(b) of this Agreement; and (2) the minimum Full-Time Equivalent Employment Positions working at the Property as required by Section 4(d) of this Agreement, then the County shall have no obligation to make a Program Grant Payment to Developer for the applicable tax year. The failure of Developer to satisfy the above-mentioned requirements for any tax year during the Term of this Agreement shall not prevent Developer from receiving a Program Grant Payment in future tax years consistent with this Agreement.

In the event, during the Term of this Agreement, Developer satisfies the requirements contained in Section 4(b) and 4(d) of this Agreement, and the initial investment by Developer for the Property and Personalty located on the Property and the tax value of Personalty relocated to the Property by Developer is at least a combined **Three Million and No/100 dollars (\$3,000,000.00)**, the County shall make a Program Grant Payment to Developer based upon the following percentages:

Tax Year	Percentage of County Ad Valorem Taxes Reimbursed
2021	100%
2022	90%
2023	80%
2024	70%
2025	60%
2026	50%
2027	40%
2028	30%

2029	20%
2030	10%

Notwithstanding the foregoing, the County shall have no obligation to pay Developer any Program Grant Payment until receipt of the Annual Compliance Verification required pursuant to Section 4(d) of this Agreement. The County covenants and agrees to provide the Program Grant Payment to Developer within thirty (30) days following receipt of the latter of: (1) ad valorem taxes paid to the County for the Property and Personalty; and (2) the Annual Compliance Verification.

(b) **Performance.** County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and County.

COUNTY and DEVELOPER hereby confirm and ratify the Hopkins County Chapter 381 Economic Development Program and Agreement in its entirety as hereby amended and corrected.

DEVELOPER:

MY PERFECT PET INC.,
A Delaware company

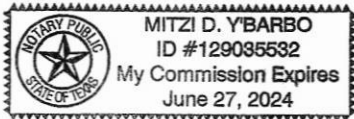
By: *Karen Neola*
KAREN NEOLA, Pack Lead

Date: April 27, 2023

STATE OF Texas
COUNTY OF Hopkins

This instrument was acknowledged before me on the 27 day of April, 2023, by Karen Neola, Pack Lead of My Perfect pet Inc., a Delaware company, on behalf of said company.

Mitzi D. Ybarbo
Notary Public, State of Texas



COUNTY:

HOPKINS COUNTY, TEXAS

A Texas political subdivision

By: *Robert Newsom*
Robert Newsom, County Judge

Date Signed: 5-8-2023

ATTEST:

Tracy Smith by Courtney Winstead
Tracy Smith, County Clerk

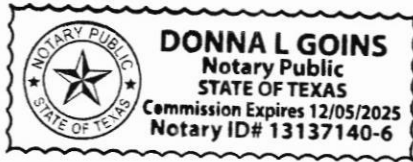


STATE OF TEXAS

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COUNTY OF HOPKINS

This instrument was acknowledged before me on the 8th day of May, 2023, by Robert Newsom, County Judge of Hopkins County, Texas, a Texas political subdivision, on behalf of said political subdivision.



Donna L. Goins
Notary Public, State of Texas