

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“**Agreement**”) is made and entered into by and between the City of Mansfield, Texas, a Texas home rule municipal corporation of the State of Texas (the “**City**”), the Mansfield Economic Development Corporation (“**MEDC**”), a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code (“**Act**”), the Board of Directors (the “**Board**”) of Reinvestment Zone Number One, City of Mansfield (the “**Zone**”), (City, MEDC, and Board are collectively referred to as “**Public Parties**”), and Lonejack, LLC, a Texas Limited Liability Company (“**Company**” or “**Developer**”). City, MEDC, Board, and Company may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

### RECITALS

**WHEREAS**, Company owns approximately 22.4 acres of land as more particularly described on the attached **Exhibit A** (the “Property”), which is located within the Zone; and

**WHEREAS**, Company intends to develop the Property consisting of a minimum of 150,000 square feet of space in one or more buildings that includes spaces to be used for retail, office, firearm training, and manufacturing/warehousing, utilities and associated parking and landscaping, and which may also include space for restaurant usage based on market factors as determined by Company, together with parking, plazas, green areas, and access to trails for the enjoyment of the public (collectively the “**Project**” or the “**Improvements**”); and

**WHEREAS**, the City, Board, and MEDC are authorized by Article III, Section 52-a of the Texas Constitution and Chapters 380 and 501 of the Texas Local Gov’t Code to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Company has advised the City that a contributing factor that would induce the Company to construct the Project would be an agreement by Public Parties to provide economic development grants to the Company as set forth herein; and

**WHEREAS**, Public Parties have determined that the Grants (as defined below) to be made hereunder are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitute a “project”, as that term is defined in the Act; and

**WHEREAS**, Public Parties have further determined that expenditures under this Agreement are for the creation or retention of primary jobs and are required or suitable for the development, retention, or expansion of manufacturing and job training facilities, office, retail, or restaurants; and

**WHEREAS**, Public Parties have determined that making the Grants and expenditures in accordance with this Agreement will further the objectives of the City and the state of Texas, will

benefit the City and City's inhabitants, and will promote local and regional economic development and stimulate business and commercial activity in City and within the state of Texas; and

**WHEREAS**, the MEDC also desires to provide incentive payments to Company to offset the difference between basic finish out improvements for a warehouse facility and the enhanced capital value provided by the Project for finishes needed for advanced manufacturing uses; and

**WHEREAS**, in accordance with Section 311.010(h) of the Act, the City Council of City and the Board, as necessary or convenient to implement the adopted project and finance plan, and achieve its purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the Property TIRZ Fund of the Zone; and

**WHEREAS**, by approval of the City Council, the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

**WHEREAS**, in accordance with the adopted project and finance plan, the City and Board find that payments to Company under this Agreement are in compliance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, and will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Company is one which contains businesses that will result in investments that support the placemaking goals of the project and finance plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

**WHEREAS**, the MEDC and Board find that the payments from the Property TIRZ Fund utilized under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

**NOW THEREFORE**, in consideration of the Recitals above and the mutual covenants contained herein and for other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Affiliate” of Company means any other person directly controlling, or directly controlled by or under direct common control with the Company. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either

to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Company, or (b) direct or cause the direction of management or policies of the Company, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Company or any affiliate of such lender.

“Approved Plans” means the plans and specifications relating to the design and construction of the Improvements, inclusive of any change orders thereto, which are in compliance with all City rules and regulations, and approved by the City.

“Building Final” means the approval of the final inspection issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish out for a specific tenant(s).

“Capital Investment” means Company’s costs for the design and construction of the Project (inclusive of all hard and soft costs). Capital Investment does not include the cost of the land or rights-of-way.

“Captured Appraised Value” means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year less the Tax Increment Base.

“Certificate of Occupancy” means the document issued by the City certifying that a building is in compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

“City” means the City of Mansfield, Texas.

“City Council” means the city council of City.

“City Manager” means city manager of city, or his or her authorized designee.

“Commencement of Construction” means (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of the Project have been issued by the applicable governmental authorities; and (iii) construction of the foundations for buildings within the Project has commenced.

“Director” means the City’s Executive Director of Economic Development or his authorized designee.

“Effective Date” means the date this Agreement is fully executed by the parties.

“Eligible Costs” means with respect to the Improvements, the costs incurred and paid by Company for the design, permitting and construction of the Improvements (inclusive of all hard and soft costs), not including costs for legal fees, permit fees, the costs of the land, interest, finance, the cost of financing, management fees, right-of-way, or easements.

“Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Force Majeure” means any act that (i) materially and adversely affects the affected party’s ability to perform the relevant obligations under this Agreement or delays such affected party’s ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party’s fault or negligence, and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes, and inclement construction weather (except as provided below); (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party, shortages in labor or materials; (e) fires; (f) epidemics or pandemics where shut-down of commercial construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of the Company or any Affiliate of the Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which are not in excess of the historical averages for such condition during the construction period at the relevant location; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Company, or any construction contracts for the Infrastructure or the Project.

“Impositions” mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or the Property, or any property or any business owned by Company or within the City.

“Improvements” or the “Project” means the development of the Property consisting of a minimum 150,000 square feet in one or more buildings that includes spaces to be used for retail, office, firearm training, and manufacturing/warehousing, utilities and associated parking and landscaping, as shown on **Exhibit B**, and which may also include space for restaurant usage based on market factors, as determined by Company, together with parking, plazas, green areas, and access to trails for the enjoyment of the public.

“Maximum Improvement Grant” means the lesser of TIRZ grants and MEDC grants to be paid hereunder for (i) the Eligible Costs (and including the annual grants under Section 4.1(d), below); or (ii) \$6,750,000.

“Grants” mean the economic development payments to be paid to Company in the amount equal to the costs incurred and paid by Company for Eligible Costs for Improvements not to exceed the Maximum Improvement Grant, as verified by MEDC, to be paid in installments as set forth herein. Each individual payment is considered individually as a “Grant.”

“Payment Request” means a written request from Company to Director for payment of the applicable installment of the Grants, accompanied by the applicable written application for payment, copies of invoices, bills, receipts, and such other information, as may reasonably be requested by the Director, evidencing the Eligible Costs incurred and paid by Company for the Improvements and Company’s continued satisfaction of the terms and conditions of this Agreement.

“Property TIRZ Fund” means a sub-account within the TIRZ Fund consisting of Tax Increment contributed by the City on that portion of Captured Appraised Value solely attributable to the Property.

“Required Use” means the uses of the Property in whole or in part for retail, office, firearm training, and manufacturing/warehouse purposes.

“Tax Increment” means the total amount of property taxes levied and collected by the City for a calendar year on the Captured Appraised Value of real property taxable by the City and located in the Zone. The amount of Tax Increment contributed by the City shall be limited to any maximum amount or other terms set forth in the participation amount established by ordinance.

“Tax Increment Base” means the total appraised value of all real property taxable by the City and located in the Zone for the calendar year in which the Zone was designated by the City.

“TIRZ Fund” means the funds deposited by the City in the Tax Increment fund for the Zone.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

## **ARTICLE 2** **TERM**

2.1 The Term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

## **ARTICLE 3** **COMPANY OBLIGATIONS**

3.1 **Compliance with Laws.** Construction of the Project must be done in accordance with all applicable federal, state and local laws, codes, and regulations.

3.2 **Regulations Regarding Building Products, Materials, or Methods.** The parties find that the Property constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov’t Code (the “Code”). In consideration for the mutual covenants

and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the “Regulations”) that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Company voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Property in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Company’s voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City, MEDC, and Board to authorize the payments to Company described herein; (d) the covenants contained herein shall run with the land and shall bind Company and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.3 Commencement of Construction. Company must achieve Commencement of Construction for the Improvements no later than December 30, 2024; provided, however, the City Manager may extend, in his or her sole discretion, such date one time for up to one hundred eighty (180) days in the event Company is diligently pursuing the platting, permitting and development of the Improvements.

3.4 Building Final. No later than December 31, 2025, Company must receive a Building Final for the Improvements; provided, however, City Manager may extend, in his or her sole discretion, such date one time for up to one hundred eighty (180) days in the event Company is diligently pursuing the construction of the Improvements. All dates provided in this Agreement are subject to delays for Force Majeure or unreasonable delays by City (or applicable City official) in providing responses, inspections or issuing certificates.

3.5 Capital Investment and Jobs. The minimum Capital Investment for the Improvements shall be \$10,000,000.00 as of the date the Improvements receive a Building Final. Company shall, within thirty (30) days after receiving a Building Final deliver to the Director copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document compliance with the required Capital Investment for the Improvements. A minimum of fifty (50) people shall be employed in connection with and at various points in time during the construction of the Improvements, which satisfies the public purposes of this Agreement and the performance obligations required for compliance with Texas Local Gov’t Code Sec. 501.158.

3.6 Mansfield Pays it Forward Grant Program. Company shall provide the City with a minimum annual contribution to the community activity fund on an annual basis at the conclusion of each year for the duration of time that the Company (which is the “development partner” for purposes of the grant program) is receiving incentives. The amount is determined based on the level of

incentives provided by the City for each twelve-month period for the Term of this Agreement, as provided in the schedule attached as Exhibit C.

3.7 Required Use. To be eligible for MEDC Annual Grants, provided in Section 4.1(d), Company must continuously maintain the Required Use on the Property during the Term of this Agreement.

## ARTICLE 4 GRANTS

4.1 Chapter 380 Grants and Economic Development Incentives (collectively the “Grants”). As part of the economic development program and in exchange for Company’s completion and compliance with the terms and conditions of this Agreement, the MEDC, Board, and City agree to pay the following Grants from currently available funding subject to the following:

(a) MEDC Commencement of Construction Grant. Within 30 days of Company’s Commencement of Construction of the Improvements, subsequent to City’s approval of the schematic design, and the Director’s receipt and approval of a Payment Request, MEDC will pay Company a Grant in an amount up to \$500,000, as a direct incentive and for Eligible Costs.

(b) TIRZ Commencement of Construction Grant. Within 30 days of Commencement of Construction of the Improvements and the Director’s receipt and approval of a Payment Request, City will pay Company a Grant from the Property TIRZ Fund in an amount up to \$750,000, as a direct incentive and for Eligible Costs.

(c) Certificate of Occupancy Grant. Within 30 days of the Company receiving a Certificate of Occupancy for the Improvements and the Director’s receipt and approval of a Payment Request, MEDC will pay Company a Grant in an amount up to \$500,000, as a direct incentive and for Eligible Costs.

(d) MEDC Annual Grant. Beginning on the one-year anniversary of the Certificate of Occupancy for the Improvements, and for each calendar year anniversary thereafter during the Term, the MEDC will pay Company an MEDC Annual Grant in the amount of \$500,000 until the Maximum Improvement Grant is met.

4.2 Maximum Improvement Grant. The Grants paid to Company in accordance with this Article shall not exceed the Maximum Improvement Grant, and shall only be paid from revenues available to the City when due.

4.3 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision, and shall be subject to the availability and appropriation of funding in accordance with Texas law; provided, however, the City agrees during the term of this Agreement to appropriate funds to pay the grant for this Agreement. Further, City shall not be obligated to pay any lienholder, commercial bank, lender, or similar third-party Person or financial institution for any loan or credit agreement made by the Company.

4.4. Governmental Functions and Immunities. The parties hereby acknowledge and agree that the Public Parties are entering into this Agreement pursuant to their respective governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of their police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the Public Parties. To the extent a Court of competent jurisdiction determines that the Public Parties' governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Public Parties' immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

**4.5 INDEMNIFICATION. CITY, MEDC, AND THE BOARD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, MEDC, AND THE BOARD, THEIR COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND**



**NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**4.6 Land.** It is agreed by the Parties that the MEDC owned parcel east of the Property will be conveyed by separate instrument through an amendment to this Agreement at a mutually agreed upon date.

**ARTICLE 5**  
**ADDITIONAL PROVISIONS**

5.1 **Assignment.** The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an “Assignee”): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that controls, is controlled by or is under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within forty-five (45) days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within forty-five (45) days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the “Developer” and a “Party” for the purposes of this Agreement.

5.2 **Collateral Assignment.** The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties; (ii) shall require notice to the Public Parties together with full contact information for such lenders; (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

5.3 **Recitals.** The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council, and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

#### 5.4 Defaults; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given thirty (30) days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

(b) Notwithstanding Section 5.4(a), upon written notice, this Agreement may be terminated by the City in the event the Developer fails to achieve Commencement of Construction by April 30, 2025.

(c) Termination. This Agreement may be terminated upon any one or more of the following:

(i) by mutual written agreement of the parties; or

(ii) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured as provided in Section 5.4(a) of this Agreement; or

(iii) upon written notice by MEDC or City, if Company suffers an Event of Bankruptcy or Insolvency; or

(iv) upon written notice by MEDC or City, if any Impositions owed to MEDC or City become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or

(v) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

(d) Repayment. In the event the Agreement is terminated by the City or MEDC pursuant to Section 5.4(c)(ii)-(v), or if Company fails to meet its performance obligations in Sections 3.5 and 3.6, Company shall refund to MEDC and City an amount equal to the amount of the Grants that have been provided to Company prior to the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by MEDC) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

5.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return

receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City: City of Mansfield  
Attn: City Manager  
1200 E Broad Street  
Mansfield, TX 76063

To the MEDC: Mansfield Economic Development  
Corporation  
Attn: Executive Director  
1200 E Broad Street  
Mansfield, TX 76063

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP  
Attn: Dean Roggia  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

To the Developer: Sellmark Corporation  
Attn:  

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Mansfield, Texas 76063

With a copy to:

To the Board: City of Mansfield  
Attn: Chairman of the Board  
TIRZ No. 1  
1200 E Broad Street  
Mansfield, TX 76063

5.6 Authority and Enforceability. The Public Parties represent and warrant that the individuals executing this Agreement on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.7 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the

subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.8 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, without regard for conflict of laws principles, and all obligations of the Parties are performable in Tarrant County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

5.9 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.10 Force Majeure. Each Party shall use due diligence and commercially reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. No force majeure event shall suspend a Party's obligation to perform for longer than one hundred eighty (180) days.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.12 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date.

5.13 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay to the City the funds received by the Developer under this Agreement within one hundred twenty (120) days after the date the Developer is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas

Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.14 Right of Offset. The City may offset any amount owed to the Developer for payment of Grants against any Imposition or any other amount which is lawfully due to the City from the Developer.

5.15 Rough Proportionality. As additional consideration for the reimbursements received by the Developer under this Agreement, the Developer agrees that all dedications, construction costs and other payments made by the Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and the Developer hereby waives any claim therefore that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. The Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

5.16 Attorney's Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5.17 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5.18 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5.19 Petroleum. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

5.20 Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

5.21 Affiliate. As used in Sections 5.13, 5.17, and 5.18, the Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

5.22 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.23 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

5.24 No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

5.25 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.26 Access to Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov’t Code Sec. 380.004, and any other information the comptroller considers necessary to

operate and update the database described by Section 403.0246, Government Code. Upon the City's or MEDC's written request, Company agrees to provide the City or MEDC, within thirty (30) days of the Company's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

**CITY OF MANSFIELD**

\_\_\_\_\_  
City Manager, or his designee

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

**ATTEST:**

\_\_\_\_\_  
Susana Marin, City Secretary

**MANSFIELD ECONOMIC DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Board President

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

**ATTEST:**

\_\_\_\_\_  
Board Secretary

**BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE,  
CITY OF MANSFIELD**

\_\_\_\_\_  
Larry Broseh, Chairman

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

**THE DEVELOPER:**

LONEJACK, LLC,

By: Lonejack, LLC,  
a Texas limited liability company,

By: \_\_\_\_\_  
James Sellers, Manager

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

**EXHIBIT A**

The Property

**EXHIBIT B**

Project Site Plan/Renderings

**EXHIBIT C**

**Mansfield Pays it Forward Grant Program Schedule**

Mansfield’s recently adopted Incentive Policy requires development partners to contribute a certain amount of funds back into the community and Mansfield’s built environment on an annual basis at the conclusion of each year for the duration of time that the development partner is receiving incentives. The amounts expected to be contributed will depend on the total amount of incentives received by the development partner over the course of a year:

<b>Incentives Received Annually Range Between:</b>	<b>Amount to be Contributed Annually:</b>
\$11,000 - less than \$30,000	\$500
\$30,000 - less than \$80,000	\$1,000
\$80,000 - less than \$150,000	\$5,000
\$150,000 - less than \$250,000	\$10,000
\$250,000+	\$15,000