

**EXHIBIT "A"**  
**ECONOMIC DEVELOPMENT AND PERFORMANCE**  
**AGREEMENT BETWEEN THE MANSFIELD**  
**ECONOMIC DEVELOPMENT CORPORATION AND**  
**LONEJACK LLC.**

**AMENDMENT**

**WHEREAS**, the Corporation has previously entered into an agreement with Lonejack LLC, in reference to a certain 8.81 acre parcel of real estate located within the corporate limits of the City of Mansfield, Texas for the purpose of encouraging economic development and improved employment opportunities finds that due to changes in the economy it is necessary to amend said agreement, the parties agree to the following amendments:

**4. Covenants of Lonejack LLC, a.**

(1) is replaced in its entirety as follows:

Lonejack to make a minimum capital investment of at least \$1.8 million and complete construction of at least a 33,000 sq. ft. first building on a 4.4 acre tract of land, as depicted in exhibit "B", by December 31, 2010. Such completion shall be evidenced by the issuance of a certificate of occupancy by the City. Lonejack will employ a minimum average of 45 full time employees by December 31, 2011, for a minimum of one year otherwise pay the Corporation \$191,880.00 (which is the current appraised value of the tract) for the 4.4 acres in phase 1, or pay \$4,264.00 per number of employee under 45 should the yearly average fall below 45 during the year 2012. This employment requirement may be satisfied with employees of Sellmark at this location.

(2) is replaced in its entirety as follows:

Lonejack to construct a second building at a minimum of 33,000 sq. ft. with a total capital investment of at least \$1.4 million on an additional 4.4 acres by December 31, 2014 as depicted in exhibit "B", otherwise pay the Corporation for the property \$191,880.00 plus 5¼% interest from the execution of this amendment until repaid in its entirety. This provision is to be backed by a personal guarantee by the President of Lonejack, James Sellers, and is to be repaid with equal monthly payments within four years of the first payment.

(4) is replaced in its entirety as follows:

Operate the Facility with a yearly minimum average of 45 full-time employees in compliance with all state and federal employment guidelines. Lonejack shall produce written documentation on or before December 31, 2011 to the Corporation which shall evidence Lonejack to be in compliance with this paragraph, the requirements of this provision may be satisfied through employees of Sellmark who work at the project

EXHIBIT "A"

site. Should the yearly average fall below 45 during the year 2012 Lonejack shall pay a penalty of \$4,264.00 per employee that they are short of the requirement; and

(7) is replaced in its entirety as follows:


Lonejack agrees to present to the Corporation a fully executed agreement for the long term lease of the project premises by Sellmark before Corporation is required to perform under this agreement. The lease shall contain a provision that in the event Lonejack is in breach of section 4,a,1 to construct "phase 1" Corporation at its sole discretion may terminate Sellmark's lease and require vacating of the project property within 60 days notice. Should Lonejack be in breach of any of the construction requirements in section 4,a,2 then Lonejack and or James Sellers Personally shall pay Corporation as defined therein.

**MANSFIELD ECONOMIC  
DEVELOPMENT CORPORATION**


By:   
President

Date: 7/27/10


ATTEST:

  
Board Secretary

Date: 7-29-10

By:   
James Sellers, Manager,  
Lonejack, LLC

Date: 7/27/2010

By:   
James Sellers, Individual Guarantee

Date: 7/27/2010

APPROVED AS TO FORM:



Date: 7/14/10