

Statement of Work

This Statement of Work, which is effective as of December 01, 2020 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY” (previously “E&Y”)) and, if applicable, the other parties listed in Appendix A, named herein (“you” or “Client”), pursuant to the Agreement, dated December 01, 2020 (the “Agreement”), between EY and .

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of Services

EY will provide the following Services to you (the “Services”).

Identifying and analyzing a community’s labor shed—including both its geographic boundaries and worker composition—can help local economic development officials understand their competitive workforce advantages. Communities with labor shed rich in production talent, for example, may be well positioned to attract additional manufacturers to their community. Conversely, a lack of computer programmers within a labor shed may help explain the absence of more software firms within a community.

The proposed Labor Shed and Identification Analysis involves the identification of Mansfield’s labor shed, which is the area from which local employers draw workers. We will begin with a thorough review of previously completed studies, marketing materials, news stories, and other background information. Next, a custom labor shed will be determined for Mansfield, Texas. Once this labor shed has been identified, we will examine the economic, demographic, occupational, and industrial characteristics of the area.

Your Obligations

We will ask you to identify participants for all workshops, focus groups, and interviews. You will be responsible for all invitations and meeting logistics. You will lead communications regarding the economic development strategy with the larger community (e.g., you will interact with local media or share information at community events).

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Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this SOW.

Notwithstanding Sections 11 to 14 of the General Terms and Conditions of the Agreement, EY understands Client may disclose the Report(s) produced under this engagement publicly.

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, and your representation, as of the date hereof, under paragraph 26 thereof.

You will not, and you will not permit others to, quote or refer to any Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this SOW.

Scope Specific Provisions

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. We will not conduct a review to detect fraud or illegal acts.

To facilitate performance of the Services, we may use certain software and tools that allow us to collaborate with you electronically, including *EY Interact* (collectively, "Collaboration Tools"). You shall not, and shall not permit third parties to, copy or modify any Collaboration Tools, or decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Collaboration Tools. Collaboration Tools are provided "as is," and none of EY or any other party involved in the creation, production or delivery of any Collaboration Tool makes any warranties, express or implied, with respect to any Collaboration Tool, or any warranty that the operation of any Collaboration Tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software. Notwithstanding the foregoing, EY will use commercially reasonable efforts to assist you in resolving system compatibility issues between your systems and the Collaboration Tools in the event such issues arise.

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Your use of Collaboration Tools (or use on your behalf) is not to be used to conduct ongoing management activities and is not a substitute for any documentation or system of records you must create or maintain pursuant to law, including Internal Revenue Code Section 6001. You are responsible for maintaining a copy of any document or information that you input into any Collaboration Tool and for maintaining copies for your use. Collaboration tools may not be used for activities not related to EY. EY may remove documents from your view without notification.

As part of this engagement, we may use *EY Interact* (EYI). EYI is a collaboration tool designed to facilitate the collection and distribution of information for the purpose of providing the Services. A description of how EY and you will share and store information in this tool in connection with this engagement is provided in the attached document titled “Use of *EY Interact* (EYI) for this engagement.” All libraries (as described in the attached EYI document) will be established and used in accordance with relevant local law requirements.

We may subcontract a portion of the Services to one or more EY Firms and to subcontractors, including retired EY tax partners, working under our direction who may communicate directly with you. EY, however, will remain solely responsible to Client for the performance of the Services. If EY has prepared or reviewed (or will prepare or review) Client’s U.S. income tax returns, Client authorizes the EY Firms, including those located outside the United States, and our subcontractors to disclose information received or generated in connection with the preparation of any such U.S. income tax returns of the Client to and among each other for the purpose of rendering the Services and discussing and providing other services to you. You have the ability to request a more limited disclosure of tax return information than that described above. If, at any time, you would like us to narrow the scope of the information to be disclosed, please contact us in writing and we will limit any disclosures that have not yet occurred. You acknowledge that this consent will be valid for three years from the date this SOW is signed by you below.

EY, the other EY Firms and our respective service providers may Process Client Information obtained in connection with Services performed for you, for benchmarking, research, thought leadership and related purposes, and to enhance the services we provide to you and other clients, provided that we do not identify you or any individuals related to you, or otherwise make reference to you, in connection with these matters. In all such matters, we will comply with applicable law and professional obligations.

Other

EY will not be responsible for any management decisions or management oversight, managing employees, or managing vendors under any services performed pursuant to the Agreement.

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EY will not provide recommendations or advice to a government entity with respect to:

- Its audit, compliance, refund, enforcement, or collection strategies;
- Any matters related to a specific taxpayer or any targeted groups of taxpayers;
- Its tax statutes, tax policies, or tax guidelines (as opposed to operational guidelines); or
- Any matters related to individual personnel staffing decisions and/or employee evaluations.

Any factual representations made in Client-provided descriptions and data are the responsibility of Client. EY, in the process of this engagement, is not attesting to the appropriateness or validity of any management representation, concerning business strategy, community and economic impact, appropriateness of capitalization strategy or management capacity and experience. To the extent that attestation or agreed-upon procedures, in accordance with relevant professional standards, are required, such attestation or agreed-upon procedures are outside the scope of this statement of work.

EY is not a law firm and is not engaged in the practice of law or providing legal services in the United States. As such, Client will need to rely upon its legal counsel, for legal services, including the legal review, interpretation and advice regarding choice of legal entities, agreements with third-parties or other legal documents related to the Services.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential partner or any other party (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

Our services do not involve advice to Client regarding: (i) the investment of funds that are the proceeds of state/local government securities for purposes of realizing a return on the investment, or (ii) the issuance of state/local securities (either to the government entity issuing the security or to an Obligor acting as a private borrower in a conduit issuance of government securities), or (iii) state/local derivative (a swap where the government entity is a counterparty), or (iv) guaranteed investment contracts, or (v) state/local escrow investments.

In addition to the scope limitations specified herein, EY reserves the right to limit the scope of any of our services or deliverables as we deem necessary in order to comply with any applicable legal or professional standard or limitation. EY will communicate any potential scope limitations or conflicts with Client in a timely manner.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally.

You shall pay us a fee of \$ 46,750 for the Services.

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You shall pay us the following fee per Phase for the Services:

Phase	Estimated Fees
Phase 1	\$17,500
Phase 2	\$29,250
Total	\$46,750

You shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by you. In addition, a charge will be added to our fees reflecting an estimated technology cost incurred equal to 3% of the professional fees for this engagement.

Invoices for the work performed will be sent and payable as follows:

	Invoice Date	Payment Due	Amount
First progress bill	January 1, 2020	February 1, 2021	15,000
Second progress bill	February, 2021	March 1, 2021	15,000
Final bill	March 1, 2021	April 1, 2021	16,750
Total Fees	\$46,750		

Contacts

You have identified as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be John Rees.

You confirm that you are authorized to bind all parties named herein to the terms of this SOW.

Thank you again for your selection of our firm.

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DRAFT-Review Only. Do not sign.

Do not delete/remove this image file. Removing will prevent CCS from
inserting the EY signature when the PDF is created.

AGREED:

Mansfield Economic Development Corporation, on behalf of itself and its affiliates

By: DRAFT - DO NOT SIGN
Richard Nevins, Director

Date: _____

DRAFT

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