

**PERFORMANCE AGREEMENT**  
**between the PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION**  
**and LAUREN CONCRETE INC.**

**THIS AGREEMENT**, by and between the Pflugerville Community Development Corporation (PCDC), a Type B economic development corporation incorporated under Chapter 505 of the Texas Local Gov't Code ("PCDC") and LAUREN Concrete Inc., a Texas Corporation ("LAUREN"), is entered into as of the last signature date of the parties to this Agreement (the "Effective Date").

**RECITALS**

**WHEREAS**, the PCDC is a Type B economic development corporation created pursuant to the authority of the Development Corporation Act of 1979 and Chapter 505 of the Texas Local Gov't Code; and

**WHEREAS**, Texas Local Government Code Chapter Section 501.158 authorizes the PCDC to execute performance agreements with certain business enterprises to provide funding or make expenditures of sales tax on behalf of a business enterprise, in furtherance of a permissible economic development project that promotes new or expanded business development including creation or retention of primary jobs; and

**WHEREAS**, in 2014, PCDC entered into a Performance Agreement with LAUREN to relocate their headquarters within the City of Pflugerville (the "City"); and

**WHEREAS**, LAUREN not only met, but exceeded the requirements and obligations in the 2014 agreement, which included the construction of manufacturing or warehouse buildings in the corporate limits of the City of Pflugerville; and

**WHEREAS**, the Board of Directors of the PCDC ("Board") finds that LAUREN is a provider of primary jobs in the City and region, and the Board has determined that providing financial incentives to LAUREN is necessary to retain primary jobs in the City and has determined that providing such financial incentives to LAUREN in exchange for economic development obligations to the PCDC is an authorized project in accordance with Texas Local Government Code Chapter 501 and 505 (the "Project"); and

**WHEREAS** the PCDC held a public hearing for the Project and the expenditure of the economic development incentives at a duly noticed meeting held on July 16<sup>th</sup>, the PCDC is duly authorized by the Constitution and laws of the State of Texas to enter into this Agreement; and

**WHEREAS**, the PCDC and the City have determined that entering into a new economic development agreement with LAUREN for the continued operation of LAUREN's headquarters within the City of Pflugerville, in addition to the other agreements and representations made by LAUREN herein, provides significant economic benefits and will further economic development within the City.

**NOW THEREFORE**, for and in consideration of the promises and the agreements set forth herein, PCDC and LAUREN hereby agree as follows:

### **Article 1. Definitions**

1.1 "Sales Tax Collections" means fifty percent of the portion of local sales and use tax revenue actually received by the City of Pflugerville annually from the Texas Comptroller of Public Accounts (CPA) during the Term of this Agreement, attributable to taxable sales generated by LAUREN within the corporate limits of the City, pursuant to the City's one percent (1.00%) local sales and use tax.

1.2 "Sales Tax Incentive" means the PCDC's qualifying incentive payment(s) to LAUREN based on Sales Tax Collections occurring during the Term of this Agreement.

1.3 "Texas Comptroller" or "CPA" means the comptroller of public accounts of the State of Texas whose duties include the collection and disbursement of sales and use taxes in accordance with Ch. 403 of the Texas Government Code.

### **Article 2. Recitals and Term**

2.1 Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

2.2 Term. This Agreement shall commence on the Effective Date and shall terminate on the tenth annual anniversary of the Effective Date, unless otherwise terminated according to the provisions herein (the "Term"). Before the termination or expiration of this Agreement, the PCDC shall make sure any payment of financial incentives that has become due or that may become due under this Agreement has been paid or will be paid to LAUREN in accordance with this Agreement. Following the termination of this Agreement for material breach by the Company or the termination of any payment obligation, the PCDC shall not be responsible for any further payment of financial incentives to LAUREN.

### **Article 3. Obligations of LAUREN and PCDC**

3.1 Performance Obligations of LAUREN. LAUREN covenants and agrees to satisfy the following obligations as a condition precedent to receiving the incentives contemplated by this Agreement:

- a. Own and maintain its Corporate Headquarters facility and sole point of sale within the Austin metropolitan statistical area (the "Austin MSA") for its concrete and ready-mix business operations within the corporate limits of the City of Pflugerville for the entire ten-year Term of this Agreement. For avoidance of doubt, this provision is not intended to limit LAUREN's ability to maintain points of sale outside of the Austin MSA.
- b. Retain a minimum of 12 full-time employees for the Term of this Agreement, while creating and retaining an additional five full-time employees at minimum every two years during the Term, bringing the total of full-time employees to 17 (for example, one full-time employee will be added by the second year of the Term; a second full-time employee will be added by the fourth year of the Term; and so on until five employees are added).
- c. Maintain a minimum average annual salary of \$86,000.00 among all employees; said average salary does not include medical or other benefits.
- d. Remain current on all ad valorem taxes assessed against the corporate facility real and personal property.
- e. Sustain a level of annual sales tax revenue received from the Comptroller to meet or exceed seven hundred thousand dollars (\$700,000.00) annually.

3.2 Obligations of PCDC; Sales Tax Incentives. Subject to LAUREN's continued compliance with all material terms and obligations under this Agreement, the PCDC agrees to provide LAUREN with an annual Sales Tax Incentive equal to a percentage of the Sales Tax Collections, as outlined in the incentive payment schedule below. The amount payable each year shall be allocated between PCDC and the City as set forth:

Incentive Year	Year	PCDC	City
1	2026	100%	0%
2	2027	50%	50%
3	2028	50%	50%
4	2029	50%	50%

5	2030	0%	100%
6	2031	25%	75%
7	2032	25%	75%
8	2033	25%	75%
9	2034	25%	75%
10	2035	25%	75%

Sales Tax Incentive payments shall be calculated and disbursed annually based on the applicable percentages above, provided that LAUREN remains in good standing and is not in material default under this Agreement at the time of payment.

For clarification, the Sales Tax Incentive applies only to fifty percent (50%) of the total local sales and use tax revenue received by the City from the Texas Comptroller that is attributable to LAUREN’s taxable sales within the City (referred to herein as “Sales Tax Collections”). The resulting Sales Tax Incentive shall be allocated between PCDC and the City in accordance with the percentages shown in the schedule above.

By way of example only, if the Sales Tax Collections, as defined herein, for 2027 total \$500,000.00 then LAUREN would receive a Sales Tax Incentive payment of \$250,000.00 from PCDC and \$250,000.00 from the City.

The Parties acknowledge and intend that the City will separately memorialize its financial incentive obligations to LAUREN in a Chapter 380 Economic Development Agreement.

3.3 The qualified Sales Tax Incentive pledged by the PCDC herein may be disbursed on or after the sixty-first (61st) day following the date the PCDC first publishes a notice of public hearing concerning this Project unless the City receives a petition in accordance with Sec. 505.160(a) of the Texas Local Government Code.

3.4 The PCDC shall pay any Sales Tax Incentive amounts due to LAUREN, on or about April 15th of each year of the Term, beginning on April 15th, 2026.

**Article 4. Non-Performance, Default, and Force Majeure**

4.1 Non-Performance. PCDC and LAUREN agree that, in the event LAUREN fails to comply with the terms of Article 3 of this Agreement, PCDC may terminate this Agreement and cease all future Sales Tax Incentive payments for the year(s) in which the terms have not been met, unless non-performance is the result of Force Majeure as defined herein. Additionally, LAUREN agrees to reimburse PCDC for the immediately preceding Sales Tax Incentive payment made to LAUREN if

LAUREN ceases to have its sole point of sale within the Austin metropolitan statistical area (the "Austin MSA") for its concrete and ready-mix business operations within the corporate limits of the City of Pflugerville. Repayment shall be due from LAUREN within ten (10) days of written demand by PCDC.

4.2 Force Majeure. The term "Force Majeure" shall be limited to failure to perform by reason of unforeseeable fire, flood, storm, act of God, or pandemic. In order to invoke the Force Majeure clause, it shall be a condition precedent that, within three (3) business days after the occurrence of a Force Majeure event, LAUREN give written notice to PCDC, to include a detailed explanation of the reason for the Force Majeure.

4.3 Default. A party shall be deemed in default under this Agreement if such party fails to materially perform, observe or comply with any of the requirements or obligations set forth in this Agreement or if any representations arising out of this Agreement are false. If LAUREN defaults due to its failure to meet obligations listed in Article 3, PCDC's remedy shall be limited to immediate termination of this Agreement and ceasing all future Sales Tax Incentive payments for the year(s) in which such obligations have not been met. PCDC shall not be entitled to return of a Sales Tax Incentive payment for years in which Article 3 obligations were met. For other defaults, the non-defaulting party shall be entitled to terminate this Agreement immediately and employ any legal remedies afforded by law.

#### **Article 5. Miscellaneous.**

5.1 Accounting. On or before March 15<sup>th</sup> each year of the Term, LAUREN agrees to provide or execute all records and documents enabling PCDC to obtain and verify sales tax payment documentation from the Texas Comptroller's Office, or otherwise verify taxable sales or other amounts provided by LAUREN, as may be necessary in the opinion of PCDC to provide the qualified Sales Tax Incentive contemplated by this Agreement.

5.2 Employment Verification. LAUREN also agrees to annually provide PCDC with a notarized statement, on a form to be provided by PCDC, and which (1) certifies the number of full-time employees retained and created as required by Article 3.1; and (2) certifies the minimum average annual salary of \$86,000.00 among all employees as required by Article 3.1; all of which serves to establish LAUREN's compliance with this Agreement. Said certification is to be provided to PCDC at the same time as it provides the records and documents referenced in Article 5.1

5.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties. Neither party hereto may assign this Agreement without

the prior written consent of the other party hereto.

5.4 Entire Agreement. This Agreement represents the final agreement between PCDC and LAUREN and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

5.5 Severability. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be given the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

5.6 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one Agreement.

5.7 Representations and Warranties. LAUREN agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on its behalf has been duly authorized to act for and bind LAUREN.

5.8 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, City of Pflugerville Code of Ordinances, LAUREN agrees that any payments owing to LAUREN under the Agreement may be applied directly toward any debt or delinquency that LAUREN owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

5.9 Texas Family Code Child Support Certification. LAUREN certifies that the limited partners are not delinquent in child support obligations and therefore is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

5.10 Eligibility Certification. LAUREN certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

5.11 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by e-mail (which shall be

immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission), or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To PCDC: Attn: Executive Director  
3801 Helios Way #130  
Pflugerville, TX 78660

To LAUREN: Attn: Chief Executive Officer  
2001 Picadilly Drive  
Round Rock, Texas 78664

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

5.12 Employment of Undocumented Workers. During the term of this Agreement, LAUREN agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a(f), LAUREN shall repay any monetary funds received by LAUREN from the PCDC as of the date of such violation, plus interest at the rate of 6.0% compounded annually from the date of violation until paid pursuant to Chapter 2264 of the Texas Government Code. LAUREN is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of LAUREN or by a person or entity with whom LAUREN contracts.

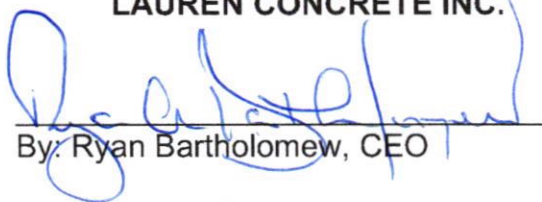
**Signed and Agreed:**

**PFLUGERVILLE COMMUNITY  
DEVELOPMENT CORPORATION**

\_\_\_\_\_  
By: Darelle White., Board President

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

**LAUREN CONCRETE INC.**

  
\_\_\_\_\_  
By: Ryan Bartholomew, CEO

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

08/15/2025