

PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is dated as of October __, 2013, and is entered into by and among Pflugerville Community Development Corporation (the "PCDC"), a Section 4B corporation incorporated under the Development Corporation Act, as amended from time to time (the "Act"), Bulltiger Productions, Inc., a Texas Corporation ("Bulltiger")

RECITALS

PCDC has determined that it is in the best interests of PCDC and the City of Pflugerville, a Texas home rule municipal corporation in Travis County, Texas (the "City"), to facilitate BULLTIGER in constructing a facility for their corporate headquarters and Data Center operation (the "BULLTIGER Headquarters") to be located in the 130 Commerce Center Business Park, Pflugerville, Texas, in approximately 12,000 square feet of building 1 owned by 130 Commerce Center L.L.C. described on Exhibit A attached hereto (the "BULLTIGER Site").

PCDC has determined that the addition of the BULLTIGER Headquarters within the City will provide significant economic benefits and will further economic development in the City. The economic benefits of the BULLTIGER Site within the City will include, without limitation, the proceeds received by the City from the ad valorem taxes levied the equipment located on the BULLTIGER Site and the creation of high paying good jobs in the City.

PCDC, and BULLTIGER have agreed to enter into this Agreement to define certain incentives to BULLTIGER and to further define certain obligations of the parties to this Agreement with respect to such incentives.

AGREEMENT

I.

Performance Agreement

1. *Performance Agreement.* This Agreement serves as a performance agreement by the parties hereto in accordance with Section 501.158 of the Act.
2. *BULLTIGER Headquarters Requirement.* BULLTIGER hereby agrees that within 120 days of the execution of this agreement they shall complete construction of BULLTIGER Headquarters BULLTIGER Site and shall obtain a certificate of occupancy for same from the City (provided that PCDC shall cause the City to not unreasonably withhold, condition or delay the issuance of the certificate of occupancy or any other approvals

or permits and PCDC agrees to use commercially reasonable efforts to cause the City to diligently process any applications or submissions of BULLTIGER and/or which are submitted to the City). After the completion of the construction of the BULLTIGER Headquarters and issuance of the certificate of occupancy, BULLTIGER shall operate within the City limits of the City of Pflugerville for at least 5 years. The foregoing shall be considered BULLTIGER's Headquarters Requirement".

3. *Jobs Requirement.* BULLTIGER agrees to hire at least 35 employees with an average salary of \$70,000 per year with medical benefits within the City of Pflugerville for at least 5 years from the execution of this agreement.
4. *Code Compliance.* BULLTIGER agrees that the construction of the BULLTIGER Headquarters shall follow all applicable City Codes and Regulations in all material respects.

II.

Benefit

1. *Job Expansion Incentive.* PCDC shall pay BULLTIGER \$4,000 for each full-time job created or relocated by BULLTIGER to the BULLTIGER Headquarters (the "Job Relocation Incentive"). The Job Relocation Incentive shall be limited to a total of 100 jobs (i.e., the incentive shall not exceed \$400,000) and is subject to the qualifications in the next sentence. In order to qualify for the Job Relocation Incentive: (i) the retained or new job must be created or moved by BULLTIGER to the City within three (3) years after the certificate of occupancy is issued for the BULLTIGER Headquarters, (ii) each created or relocated job must include medical benefits, and (iii) BULLTIGER must satisfy the company wide Salary Threshold (as hereinafter defined) during the calendar quarter in which BULLTIGER requests a Job Relocation Incentive. The "Salary Threshold" shall be equal to or greater than \$70,000 and shall be computed by dividing (x) the aggregate of the yearly gross salaries of all full-time BULLTIGER employees then employed at the BULLTIGER Site on an annualized basis, by (y) the number of full-time BULLTIGER employees then employed full-time at the BULLTIGER site. PCDC shall review BULLTIGER's employment reports (which shall include information as reasonably necessary for PCDC to calculate the Salary Threshold) quarterly and shall make payments within 30 days of such quarterly review (as necessary) for each job created or relocated by BULLTIGER during such calendar quarter in accordance with this paragraph.
2. *Moving Expenses.* PCDC shall pay Bulltiger \$25,000 in moving expenses relating to the relocation of their Corporate Headquarters to Pflugerville.

3. *Maximum Incentives.* PCDC's total payments to BULLTIGER with respect to the Development Fee Reimbursement Fund, Relocation and New Job Incentive shall not exceed \$400,000.
4. *BULLTIGER Headquarters Rent.* PCDC shall provide Bulltiger with 12,000 square feet of space in building 1 at the 130 Commerce Center L.L.C. at no cost until a certificate of occupancy for building 2 is granted by the City of Pflugerville at which time Bulltiger will enter into a lease agreement with the landlord at a negotiated market rate.

III. PENALTY

In the event that (i) BULLTIGER fails to fulfill the BULLTIGER Headquarters or Data Center Requirement, or (ii) BULLTIGER otherwise fails to comply with its obligations pursuant to this Agreement, and such failure is not cured within 30 days of written notice thereof from PCDC to BULLTIGER (or if such failure cannot be reasonably cured within 30 days, but BULLTIGER commences cure of such failure within such 30 day period and diligently pursues the cure thereof, an additional 90 days to cure such failure after the expiration of the initial 30 day period), then in any such event, BULLTIGER will immediately pay to PCDC the amount of the Development Fee Reimbursement Fund, Job Relocation Incentive, New Job Incentive and Purchase Price Reduction received by BULLTIGER.

IV. MICELLANEOUS

Representations and Warranties. This Agreement is being entered into pursuant to Section 40 of the Act. PCDC hereby represents and warrants to BULLTIGER that this Agreement is within its authority and that PCDC has been duly authorized and empowered to enter into this Agreement. BULLTIGER hereby represents and warrants to PCDC that this Agreement is within its authority and that BULLTIGER has been duly authorized and empowered to enter into this Agreement. BULLTIGER acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Mutual Assistance. PCDC and BULLTIGER will each do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement.

Successor 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; provided, however, that this Agreement may be wholly assigned by BULLTIGER and without the consent of PCDC to the extent such assignment is in connection with the sale of substantially all of the assets of BULLTIGER and further provided that the acquirer assumes all of the respective obligations of BULLTIGER and under this Agreement. For purposes of this paragraph, a merger or conversion of BULLTIGER and/or shall not be considered an assignment. Additionally, in the event any lender of BULLTIGER and/or 's requires that BULLTIGER and/or collaterally assign this Agreement as security for a loan, PCDC agrees to execute and deliver a collateral assignment to such lender in a form reasonably acceptable to PCDC.

Representations and Warranties by BULLTIGER. BULLTIGER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation 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 behalf of BULLTIGER has been duly authorized to act for and bind BULLTIGER . BULLTIGER acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Franchise Tax Certification. BULLTIGER certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that it is exempt from the payment of such taxes, or that it is an out-of-state entity that is not subject to the Texas Franchise Tax, whichever is applicable. BULLTIGER acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the Local or State Government. BULLTIGER agrees that any payments owing to BULLTIGER under this Agreement with the City of Pflugerville may be applied directly toward any debt or delinquency that BULLTIGER owes the State of Texas, Travis County, Williamson County the City of Pflugerville or any other political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Child Support Certification. BULLTIGER hereby certifies that none of the principals of the corporation is delinquent in their court ordered child support obligations and shall acknowledge that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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.

Governing Law. This Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in Travis County, Texas.

Third Party Beneficiaries. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary.

Amendments. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

Time. Time is of the essence in the performance of this Agreement.

Attorneys Fees. Should any party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

Notice and Payments. All notices hereunder must be in writing and shall be deemed delivered on the day personally delivered on the third day from the day sent by registered mail or certified mail, return receipt requested with the U.S. Postal Service, or on the day after the day sent by national overnight courier, to the parties at the following addresses, or at such other addresses as shall be specified by notice.

If notice or payment to the PCDC:

Pflugerville Community Development Corporation
Attention: Executive Director
203 West Main Street, Suite E
P.O. BOX 1160
Pflugerville, Texas 78691

If notice or payment to BULLTIGER:

Kathryn Grona
President
Bulltiger, Inc.

Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. PCDC,

BULLTIGER and are referred to herein sometimes as the "parties." BULLTIGER and shall be considered collectively as a "party" and PCDC shall be considered a "party."

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.

Performance. Performance by PCDC under the Agreement is dependent upon the approval of the City Council of the City of Pflugerville (Council). If the Council fails to approve this Agreement within forty-five (45) days of the date hereof, then either party may terminate the Agreement without further duty or obligation hereunder (the "Council Approval Period"). BULLTIGER acknowledges that the approval of this document is beyond the control of PCDC. In the event PCDC obtains approval of this Agreement within the Council Approval Period, PCDC shall provide a copy of such approval to BULLTIGER and the right of either party to terminate this Agreement pursuant to this paragraph shall terminate.

Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, BULLTIGER certifies that they will not knowingly employ any undocumented workers. BULLTIGER further agrees that if the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), BULLTIGER shall repay the amount of the public subsidy with interest, at the rate of ten percent (10%) per annum from the date this agreement is entered into, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

Force Majeure. Any provision in this Agreement to the contrary notwithstanding, if a party is delayed in the performance of an obligation under this agreement due to an event of Force Majeure, that party will be given an extension of one day for each day in which the party was unable to perform its obligation due to the event of Force Majeure. "Force Majeure" means act of war, civil disobedience, insurrection, act of terrorism, act of God, strike, prolonged drought, or prolonged or extreme weather conditions, delay by governmental authorities in issuing permits or approvals or other event beyond the reasonable control of a party giving rise to a delay in performance that was not foreseeable and that could not have been avoided through the exercise of reasonable care.

Conditioned Upon Purchase Agreement. The effectiveness of this Agreement is conditioned upon execution and delivery of the Purchase Agreement by and between PCDC and Bulltiger. In the event the Purchase Agreement is terminated, this Agreement shall be terminated in all respects without any further obligation of the parties.

Legal Description. The parties agree that the legal description is sufficient for describing the BULLTIGER Site. At such time as the final plat is recorded pursuant to the terms of

the Purchase Agreement, the legal description in this Agreement shall automatically be replaced with the platted legal description.

[Signature Page Follows]

DATED this ____ day of May, 2013.

Bulltiger, Inc.

By: _____
Name: Kathryn Grona
Title: President

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
A Texas Economic Development Corporation

By: _____
Name: Omar Pena
Title: President

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Kathryn Grona, President of Bulltiger, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and sworn and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2013.

Notary Public in and for
The State of Texas

STATE OF TEXAS

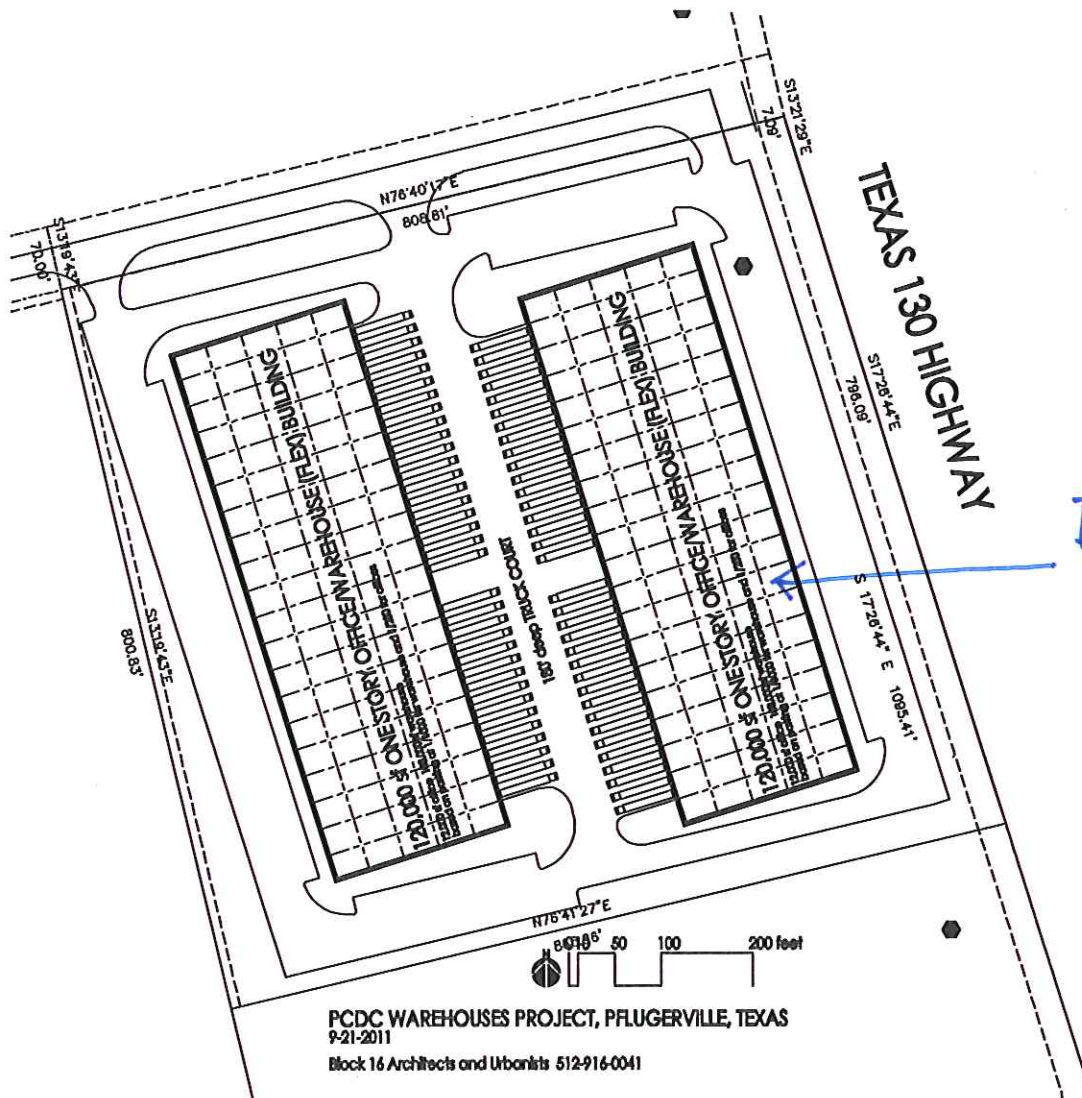
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Omar Pena, President of the Pflugerville Community Development Corporation, a Section 4B corporation incorporated under the Development Corporation Act of 1979, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated and as the act and deed of the Pflugerville Community Development Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2013.

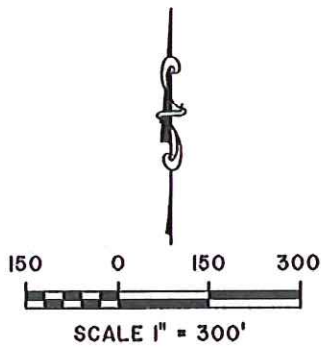
Notary Public in and for
The State of Texas

Exhibit A



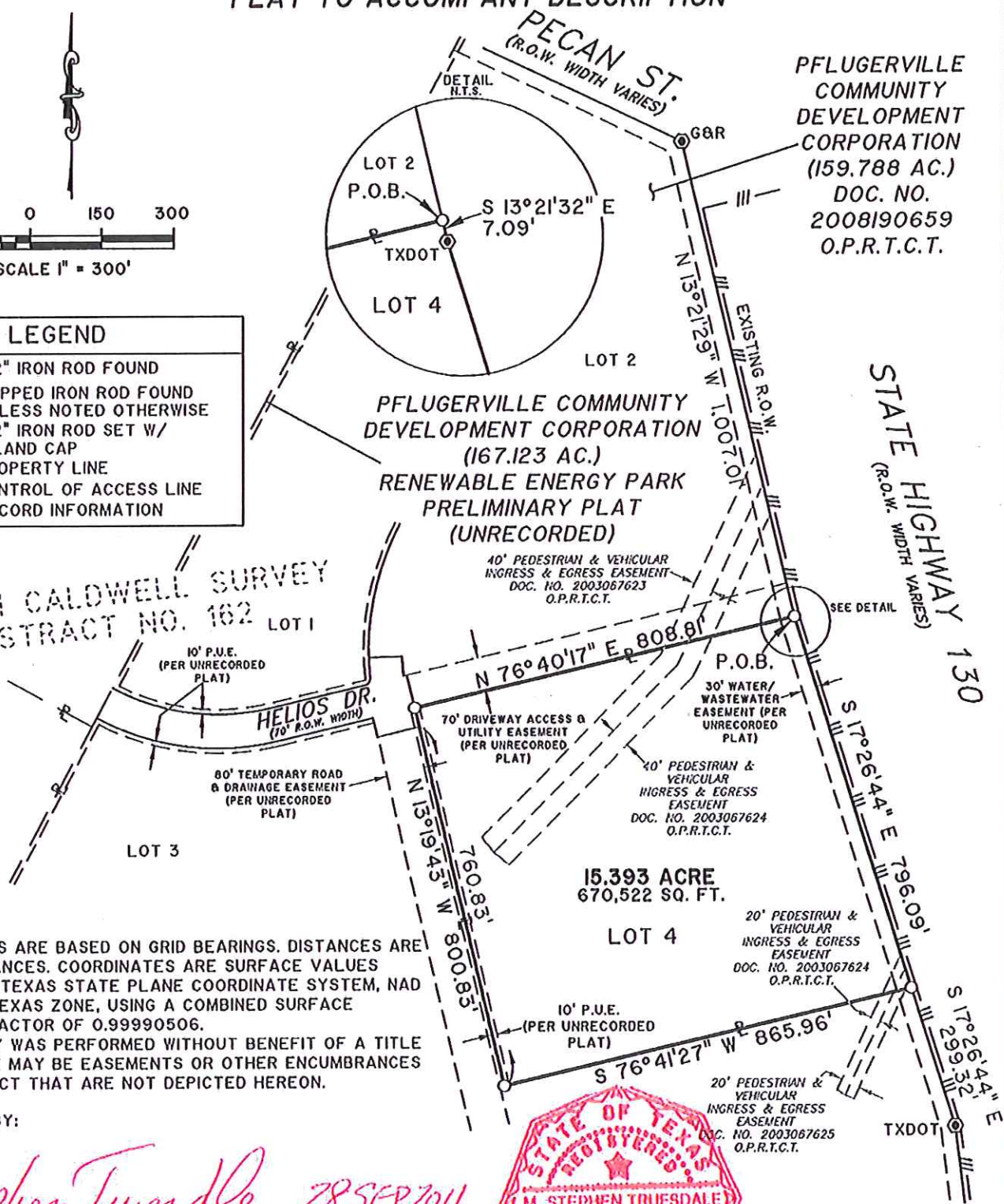
Bulltisen

**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**



LEGEND	
●	1/2" IRON ROD FOUND
⊙	CAPPED IRON ROD FOUND UNLESS NOTED OTHERWISE
○	1/2" IRON ROD SET W/ INLAND CAP
— P —	PROPERTY LINE
— III —	CONTROL OF ACCESS LINE
()	RECORD INFORMATION

WILLIAM CALDWELL SURVEY
ABSTRACT NO. 162



PFLUGERVILLE
COMMUNITY
DEVELOPMENT
CORPORATION
(159.788 AC.)
DOC. NO.
2008190659
O.P.R.T.C.T.

PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION
(167.123 AC.)
RENEWABLE ENERGY PARK
PRELIMINARY PLAT
(UNRECORDED)

40' PEDESTRIAN & VEHICULAR
INGRESS & EGRESS EASEMENT
DOC. NO. 2003067623
O.P.R.T.C.T.

30' WATER/
WASTEWATER
EASEMENT (PER
UNRECORDED PLAT)

40' PEDESTRIAN &
VEHICULAR
INGRESS & EGRESS
EASEMENT
DOC. NO. 2003067624
O.P.R.T.C.T.

20' PEDESTRIAN &
VEHICULAR
INGRESS & EGRESS
EASEMENT
DOC. NO. 2003067624
O.P.R.T.C.T.

20' PEDESTRIAN &
VEHICULAR
INGRESS & EGRESS
EASEMENT
DOC. NO. 2003067625
O.P.R.T.C.T.

NOTES:

- 1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99990506.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

AS SURVEYED BY:

M. Stephen Truesdale 28 SEP 2011

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-00



**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

**15.393 ACRE OUT OF 167.123 ACRE
15.393 ACRE
670,522 SQUARE FEET**

EXHIBIT _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 15.393 ACRE (670,522 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM CALDWELL SURVEY ABSTRACT NO. 162, IN TRAVIS COUNTY, TEXAS, BEING ALL OF LOT 4 OF THE RENEWABLE ENERGY PARK PRELIMINARY PLAT (UNRECORDED AT THIS TIME), SAME BEING A PORTION OF THAT 159.788 ACRE TRACT OF LAND CONVEYED TO PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008190659, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 15.393 ACRE (670,522 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron rod set with Inland cap, being in the easterly boundary line of said 159.788 acre tract, same being the westerly Right of Way line (R.O.W.) of State Highway 130 (R.O.W. width varies), being the most northeasterly corner of said Lot 4, same being the southeasterly corner of a 70 foot wide driveway access and utility easement (unrecorded at this time) for the most northeasterly corner and the **POINT OF BEGINNING** of the herein described tract and from which an Iron rod found with plastic cap stamped "G&R", being the terminus point of the southerly R.O.W. line of Pecan Street, (R.O.W. width varies) and the westerly R.O.W. line of said S.H. 130, bears N 13°21'29" W at a distance of 1,007.01feet;

- 1) **THENCE**, with the common boundary line of said 159.788 acre tract and said westerly R.O.W., S 13°21'32" E for a distance of 7.09 feet to a Iron rod found with TxDOT aluminum cap, for an angle point in the herein described tract;
- 2) **THENCE**, continuing with said common boundary line, S 17°26'44" E for a distance of 796.09 feet to a 1/2" Iron rod set with Inland cap, being the most southeasterly corner of said Lot 4 and the herein described tract and from which an iron rod found with TxDOT aluminum cap, being an angle point in the common line of said S.H. 130 and the 159.788 acre tract, bears S 17°26'44" E at a distance of 299.32 feet;

THENCE, departing said common boundary line, and through the interior of said 159.788 acre tract the following three (3) courses:

- 3) **THENCE**, with the southerly boundary line of said Lot 4, S 76°41'27" W for a distance of 865.96 feet to a 1/2" Iron rod set with Inland cap, being the most southwesterly corner of said Lot 4 and the herein described tract;
- 4) **THENCE**, with the easterly boundary line of said Lot 4, N 13°19'43" W, pass the most southerly southeast terminus point of said Helios Drive (70 feet in width) at a distance of 760.83 feet, continuing for a total distance of 800.83 feet to a 1/2" Iron rod set with Inland cap, being a point in the easterly right-of-way line of said Helios Drive, same being the southwesterly corner of said 70 foot wide driveway access and utility easement, for the most northwesterly corner of said Lot 4 and the herein described tract;
- 5) **THENCE**, with the northerly boundary line of said Lot 4, same being the southerly boundary line of said driveway access and utility easement, N 76°40'17" E for a distance of 808.81 feet to the southeasterly corner of said driveway access and utility easement and the **POINT OF BEGINNING**, containing 15.393 acres (670,522 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 28 SEP 2011
M. Stephen Truesdale Date

Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
Firm Registration No. 100591-00
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

