

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN PFLUGERVILLE COMMUNITY DEVELOPMENT
CORPORATION AND PROJECT GROUND CONTROL**

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (“EDPA” or “Agreement”), dated as of April 19, 2022 (the “Effective Date”), is by and between the **PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas Type B non-profit corporation (“PCDC”) and **MOBOTREX, INC.** (“**MOBOTREX**”), an Iowa Corporation, its successors and assigns, and is made and executed on the following recitals, terms, and conditions. PCDC and **MOBOTREX** may be referred to singularly as “Party” and collectively as the “Parties.”

WHEREAS, the PCDC is a Texas Type B economic development corporation operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the PCDC Board finds that **MOBOTREX** intends to invest in excess of thirteen million dollars (\$13,000,000.00) in capital construction, a ten (10) year lease and acquisition of taxable personal property in the City, and create and maintain 110 primary jobs in the City with an average wage of \$58,000.00 plus medical benefits; and

WHEREAS, as incentive for **MOBOTREX**’s performance hereunder, PCDC will provide **MOBOTREX** with a total possible grant of up to \$150,000.00 over the term of this EDPA in the manner described hereafter; and

WHEREAS, the PCDC Board finds that the capital investment, acquisition of a ten (10) year lease on Real Property located within the City of Pflugerville and the relocation and creation of new jobs associated with manufacturing of traffic signalization (the “Project”) is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the PCDC Board finds that the payment of the incentives described herein are paid as permissible “Project Costs” as that term is defined in Chapters 501 and 505 of the Texas Local Government Code, as amended; and

WHEREAS the PCDC Board finds this Project with **MOBOTREX** allows for land, buildings, equipment, facilities, expenditures and improvements that are found by the PCDC Board to be required or suitable for use to promote or develop new or expanded business enterprises that create or retain primary jobs (defined as a job that is “available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national or international markets infusing new dollars into the local economy”) in accordance with Texas Local Government Code §505.155; and conducting its operations within the City of Pflugerville,

Texas for at least 10 years, and the Project is in the best interests of the City and the PCDC; and

WHEREAS, the PCDC Board requires that notice be issued and at least one public hearing be conducted on the Project prior to spending funds in accordance with Sections 505.159 of the Texas Local Government Code, as amended; and

WHEREAS, the PCDC Board finds that this EDPA is conditional in the event the City of Pflugerville, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Pflugerville, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and

WHEREAS, the PCDC Board finds that Section 501.158 of the Texas Local Government Code, as amended, requires an EDPA with **MOBOTREX** providing a schedule of capital investments to be made and a schedule of jobs being relocated and created in the City of Pflugerville as consideration for the incentives provided by PCDC in the EDPA, and a provision specifying the terms and conditions upon which repayment must be made should **MOBOTREX** fail to meet the performance terms to which it has agreed in this EDPA; and

WHEREAS, the PCDC Board finds that this EDPA benefits PCDC in accordance with Section 501.156 of the Texas Local Government Code, as amended; and

WHEREAS, the PCDC Board finds that the terms, conditions, and obligations made by PCDC and accepted by **MOBOTREX** are conditional upon the authority granted by Section 501.073(a) of the Texas Local Government Code (requiring the City Council to approve all programs and expenditures of the PCDC), and accordingly this EDPA is not effective until the City Council has approved the Project in accordance with Texas law;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this EDPA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PCDC and **MOBOTREX** agree as follows:

SECTION 1 – RECITALS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this EDPA and shall be considered mutual covenants that are part of and incorporated within the terms and conditions that are relied upon and bind the Parties.

SECTION 2 – DEFINITIONS

As used in this EDPA, the following terms are defined as follows:

“Annual Performance, Employment and Payroll Certification,” shall mean any certified reports provided by **MOBOTREX** to PCDC at the times herein specified that demonstrate to the satisfaction of PCDC that **MOBOTREX** has complied with and met all applicable Performance Requirements and Conditions for the period of time for which the Certification is submitted.

“Calendar year” shall mean a twelve-month period commencing on a date certain and terminating twelve months thereafter, such as the period January 1 through December 31.

“Financial Incentives” shall mean one hundred fifty thousand dollars (\$150,000.00) paid by PCDC to **MOBOTREX** upon satisfaction of the Conditions Precedent in accordance with this Agreement.

“Fiscal year” shall mean the fiscal year that has been adopted by and which is adhered to by PCDC, being from October 1 of a calendar year through September 30 of the following calendar year. A fiscal year shall be identified according to the latter calendar year (i.e. the period October 1, 2021 through September 30, 2022 is the 2022 Fiscal Year).

“Full-time employee” (“FTE”) shall mean a person who occupies a “primary job” as that term is defined in Section 501.002 (12), Texas Local Government Code that becomes available at the Project during the term of this EDPA and the employee holding such job is expected to work a minimum of thirty (30) hours per week, or one thousand five hundred sixty (1,560) hours per year (notwithstanding any time off, whether paid or unpaid, voluntary or involuntary), plus the offer of medical benefits in accordance with **MOBOTREX’s** employee benefit policy (the **“FTE Requirements”**). Multiple employees, not to exceed three, who do not individually satisfy the FTE Requirements but who collectively satisfy the FTE Requirements, shall be counted as one qualifying FTE, whether or not such employees receive medical benefits. The annualized average expected gross wages for each FTEs, including the value of employment benefits, shall be \$58,000.00 plus medical benefits.

“Payroll Records” shall mean documents showing the number of persons employed by **MOBOTREX**, their date of hire, compensation, eligibility for benefits and such other information that is necessary and convenient whereby PCDC may determine whether **MOBOTREX** has achieved or is in compliance with the requirements of this Agreement related to PCDC’s payment of the Incentive Payment described herein. The definition of “Payroll Records” shall not be deemed to include personally sensitive information concerning employees, including, without limitation, social security numbers, addresses, disciplinary records, medical records, and any information that may not be released by **MOBOTREX** or its Affiliates pursuant to any

employment contract.

“**Temporary Certificate of Occupancy**” shall mean a temporary certificate of occupancy in accordance with the definition contained in the City’s building codes.

“**Year One**” shall mean the period commencing on October 1, 2022 and concluding at midnight on the first anniversary of such commencement date.

SECTION 3 – EFFECTIVENESS AND TERM

The performance obligations of the Parties under this EDPA shall become effective upon completion of the Performance Conditions described below and shall continue in effect for purposes of performance and eligibility for Financial Incentive funding, for a term of five (5) years, commencing with Year One and continuing until the date on which such term expires, (the “Expiration Date”). The “Performance Conditions” shall mean all of the following:

1. Publication of notice of the Project, the holding of a public hearing regarding the Project, and the passage of sixty (60) days from the date of publication of the notice of the Project without receipt of a petition for an election pursuant to Sec. 505.160, Local Government Code or, in the event of receipt of such an election, following approval of the Project at an election called pursuant to Sec. 505.160; and
2. Approval of this EDPA by the PCDC Board; and
3. Approval of this EDPA by **MOBOTREX**; and
4. Approval of this EDPA by the City Council of the City of Pflugerville, Texas in accordance with Texas law.

(a) Unless terminated earlier pursuant to its terms, this Agreement shall be effective as of the Effective Date and shall remain in effect until the Expiration Date, after which this Agreement and the obligations of all Parties hereto shall terminate, except for those obligations that are expressly stated to survive the termination of this Agreement. **MOBOTREX** shall have the right, prior to performance of any of the Conditions Precedent, to terminate this Agreement for any reason or no reason by delivering notice to PCDC at least five (5) business days prior to the desired termination date.

(b) **MOBOTREX** shall submit all records required hereunder at the times specified herein and in no event later than August 1 of each year until the date of expiration of the five-year

term. All payments due **MOBOTREX** under this EDPA shall be paid to **MOBOTREX** by PCDC as provided by this EDPA.

SECTION 4 – MOBOTREX PERFORMANCE REQUIREMENTS

(a) **MOBOTREX** covenants and agrees that while this EDPA is in effect, it shall be obligated to comply with all the terms and conditions of the EDPA and to perform the following obligations with respect to the Project which are Conditions Precedent to the obligation of the PCDC to pay Financial Incentives:

1. **MOBOTREX** shall accomplish the following obligations each consecutive year of the five (5) year term:

a. Year One:

- (i) **MOBOTREX** shall invest, or shall cause to be invested, at least thirteen million dollars (\$13,000,000.00) in relocation costs, in personal business property, capital improvements and execute a ten (10) year lease agreement in Year One, which investment shall be deemed to include any other money invested or caused to be invested by or on behalf of **MOBOTREX** (including any affiliates or agents of **MOBOTREX**) in connection with the development or establishment of the Project (the “**MOBOTREX** Investment”), including any other amounts expended pursuant to **MOBOTREX**’s other obligations in this Section 4;
- (ii) In compliance with Section 4(a)(1)(a)(i), **MOBOTREX** shall provide proof of the thirteen million dollars (\$13,000,000.00) investment in the form of receipts, a tax roll appraisal certificate, proof of taxes paid and other statements and records reasonably satisfactory that show costs for relocation, acquisition of personal business property, capital improvements and the executed lease agreement. **MOBOTREX** shall provide such proof no later than August 1, 2023 of Year One;
- (iii) **MOBOTREX** shall enter into a long-term lease of at least ten (10) years for a property located in the City of Pflugerville;
- (iv) **MOBOTREX** shall furnish PCDC with a Certificate of Occupancy (or a Temporary Certificate of Occupancy) and meet all City rules for permitting and occupancy;

(v) **MOBOTREX** must relocate 100 employees (FTE) in Year One with an average wage of \$58,000.00 plus medical benefits.

b. Year Two:

(i) Maintain residency in the same or similar leasehold within the City of Pflugerville;

(ii) Maintain 100 FTEs and add 5 FTEs with an average wage of \$58,000.00 plus medical benefits.

c. Year Three:

(i) Maintain residency in the same or similar leasehold within the City of Pflugerville;

(ii) Maintain 105 FTEs and add 5 FTEs with an average wage of \$58,000.00 plus medical benefits.

d. Year Four:

(i) Maintain residency in the same or similar leasehold in the City of Pflugerville;

(ii) Maintain 110 FTEs with an average wage of \$58,000.00 plus medical benefits.

e. Year Five to Expiration Date:

(i) Maintain residency in the same or similar leasehold in the City of Pflugerville;

(ii) Maintain 110 FTEs with an average wage of \$58,000.00 plus medical benefits.

(b) By the expiration of Year One, **MOBOTREX** shall provide Payroll Records and an Employment Certification (the "Compliance Information") in substantially the form attached hereto as Exhibit "A" to PCDC showing compliance with Section 4, and thereafter shall provide the Compliance Information on each subsequent anniversary of the expiration date of Year One. Annual payroll must be certified and must show full quarter totals in order to receive full payment.

(c) **MOBOTREX** shall conduct job fairs coordinated by Texas Workforce Solutions

specifically targeting Pflugerville residents, as determined by **MOBOTREX**.

(d) **MOBOTREX** shall comply with all applicable City ordinances, state and federal law, and related requirements during the term of this EDPA.

SECTION 5 – PCDC INCENTIVES

(a) PCDC shall make Financial Incentive Payments to **MOBOTREX** in the following manner:

Upon completion of the Conditions Precedent, and subject to the Financial Incentive Eligibility Requirement and assuming the submission of reasonably satisfactory documents or receipts due hereunder, PCDC shall pay a sum to **MOBOTREX** not to exceed one hundred fifty thousand dollars (\$150,000.00). Which sum shall be paid as follows: In Years One, Two and Three, the sum of Fifty Thousand Dollars (\$50,000.00). Financial Incentive Payments shall be due to **MOBOTREX** on or before September 30 of each year, beginning with Year One.

(b) Notwithstanding any other language in the agreement to the contrary, **MOBOTREX** is not entitled to payment of incentives until all Conditions Precedent have occurred, all Financial Incentive Eligibility Requirements have been met and only so long as **MOBOTREX** is not in default with its obligations under this agreement beyond applicable notice and cure periods.

(c) PCDC shall assist **MOBOTREX** in obtaining skill development funds and other state workforce grants to train a new workforce.

(d) PCDC shall coordinate with Baylor Scott and White and **MOBOTREX** to provide one health and wellness seminar for **MOBOTREX** employees in Pflugerville at no cost to **MOBOTREX**, when requested by **MOBOTREX**.

(e) During Year One of the term of this EDPA, PCDC shall provide **MOBOTREX** one executive membership in the Pflugerville Chamber of Commerce at no cost to **MOBOTREX**.

SECTION 6 –REPAYMENT; REMEDIES

(a) Pursuant to Section 501.158 of the Texas Local Government Code, this EDPA must contain terms under which repayment must be made by **MOBOTREX** to PCDC if **MOBOTREX** does not meet the Performance Requirements (Section 4, above) with respect to the Project. Therefore, in the event that any of the Conditions Precedent listed in Section 4 do not occur, or

MOBOTREX fails to meet Financial Incentive Eligibility Requirement, PCDC has no obligation to advance, disburse, or pay any Financial Incentive Payment to **MOBOTREX**.

(b) **MOBOTREX** shall be in breach of this Agreement if any of the following occur (each, a “Recapture Trigger”):

1. Becomes insolvent, files a petition in bankruptcy (voluntarily or involuntarily) or any similar proceedings, or is adjudged bankrupt;
2. Fails to perform any of the material obligations, terms, or conditions required under this EDPA;
3. Ceases operations for the Project on or before the end of the Term of this EDPA in the City of Pflugerville for a period of six months or longer for any purpose other than force majeure; or
4. Fails to provide PCDC with reasonably sufficient Project documentation to satisfy the requirements for payment of any portion of the Financial Incentives within 90 days of receiving a written demand by PCDC, which time period shall be extended as reasonably necessary to allow **MOBOTREX** to produce the requested documentation for so long as **MOBOTREX** is making diligent efforts to obtain such documentation (the “Documentation Trigger”); or

(c) Notwithstanding any provision to the contrary in this Agreement, and excluding the Documentation Trigger, **MOBOTREX** shall only be obligated to pay the Recapture Payment pursuant to the terms of this Section 6 if **MOBOTREX** does not cure the failure that caused the applicable Recapture Trigger within a reasonable period of time following PCDC’s delivery to **MOBOTREX** of a written notice describing such failure in reasonable detail, which period will not be more than 90 days unless such period is extended in writing by PCDC and **MOBOTREX** is making diligent efforts to pursue the given cure.

(d) The sole and exclusive remedy for default of **MOBOTREX** related to Section 6 under this Agreement shall be to reimburse PCDC for all Financial Incentive Payments provided to **MOBOTREX** by PCDC, within 30 days of demand (the “Recapture Payment”). The maximum aggregate liability or repayment amount due by **MOBOTREX** under this Agreement shall not exceed the total amount of the Financial Incentive Payments actually received by **MOBOTREX** from PCDC under this Agreement. PCDC and **MOBOTREX** each expressly waives any right or claim to any punitive, indirect, incidental or consequential damages, whether arising at law, in equity or otherwise. Provided however, that in the event of default by a party, the non-defaulting party is entitled to recover reasonable out-of-pocket attorney fees and costs of litigation if judicial action is taken to enforce the Agreement.

(e) A party will not be deemed to be in breach, default, or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of Force Majeure Event, and the party affected by such event notifies the other party in writing of the nature of the event and the parties agree regarding its duration. **MOBOTREX** and PCDC agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event shall pause a party's performance obligation for the duration of the event, including any reasonably necessary period of time thereafter to allow the excused party to resume performance, but does not cancel the performance obligation. "Force Majeure Event" means any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; inability to secure necessary materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; pandemic; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations. The provisions of this paragraph will not operate to excuse a party from the prompt payment of any monies required by this Agreement.

SECTION 7 – ADDITIONAL PROVISIONS

(a) **Representations and Warranties.** PCDC hereby represents and warrants to **MOBOTREX** that: (1) this EDPA is within its authority and that PCDC has been duly authorized and empowered to enter into this EDPA, (2) as of the Effective Date, sufficient funds are available to fulfill PCDC's obligations under this Agreement, (3) neither the authorization, execution, nor delivery of, nor the performance of this Agreement by PCDC violates or constitutes a default or a breach of any agreement, instrument, contract, ordinance or resolution to which the PCDC is a party or to which PCDC or its assets or properties are subject; (4) there is not now pending nor, to the knowledge of PCDC, threatened, any litigation affecting the subject matter of this Agreement; and (5) PCDC is not presently aware of any facts or circumstances that would jeopardize the ability of PCDC to provide the incentives contained in this Agreement. **MOBOTREX** hereby represents and warrants to PCDC that this EDPA is within its authority and that **MOBOTREX** has been duly authorized and empowered to enter into this EDPA. Failure of such representation or warranty by either party may be grounds for termination of this Agreement.

(b) **Good Faith; Mutual Assistance.** PCDC and **MOBOTREX** will each do all things reasonably necessary and appropriate to carry out the terms and provisions of this EDPA, including, with respect to PCDC, taking all necessary and appropriate action promptly after the Effective Date to obtain the government approvals needed to satisfy the Performance Conditions.

Each Party shall comply with the other Party's reasonable requests related to this Agreement, to the extent doing so is consistent with the terms and purposes of this Agreement and would not require either Party to incur additional material risk or expense.

(c) **Successor and Assigns.** This EDPA shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the Parties; provided that the successors or assigns of **MOBOTREX** assume in writing all of the responsibility or obligations of **MOBOTREX** and upon such assignment and assumption, **MOBOTREX** is released from its obligations hereunder. Neither Party hereto may assign this EDPA without the prior written consent of the other Party hereto, except that **MOBOTREX** may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of **MOBOTREX**'s assets or any similar transaction with only notice to PCDC. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with **MOBOTREX**.

(d) **Severability.** If any portion of this EDPA is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this EDPA 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 EDPA 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.

(e) **Survival.** Any portion of the agreement necessary to enforce the repayment of an incentive (whether a direct payment or third-party grant) shall survive termination of the agreement for the limited purpose of enforcement of the agreement to recover any payment made by PCDC, in accordance with Texas law.

(f) **Governing Law.** This EDPA shall be governed, construed, applied, and enforced in accordance with the laws of the State of Texas, and shall be performable with venue in a district court in Travis or Williamson County, Texas.

(g) **Third Party Beneficiaries.** This EDPA 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, unless specifically stated.

(h) **Amendments.** This EDPA may be amended or supplemented only by an instrument in writing executed by both parties.

(i) **Time.** Time is of the essence in the performance of this EDPA.

(j) **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 to PCDC:

Pflugerville Community Development Corporation
Attention: Executive Director
3801 Helios Way, Suite 130
Pflugerville, Texas 78660

If notice to MOBOTREX:

Attention: Robert Clamp, CEO
109 W 55th Street,
Davenport, IA 52806

(k) **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised this EDPA 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 EDPA or any exhibits or amendments hereto.

(l) **Counterpart Execution.** This EDPA 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 EDPA.

(m) **Performance.** Performance by PCDC under the EDPA is dependent upon the approval of the City Council of the City of Pflugerville (Council). If the Council fails to approve this EDPA, then PCDC shall issue written notice to **MOBOTREX**, and PCDC may terminate the EDPA without further duty or obligation hereunder. **MOBOTREX** acknowledges that the approval of this document is beyond the control of PCDC.

(n) **Undocumented Workers.** Pursuant to Chapter 2264 of the Texas Government Code, **MOBOTREX** certifies that it will not knowingly employ any undocumented workers. **MOBOTREX** 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), **MOBOTREX** shall repay the amount of the public subsidy with interest, at the rate of ten percent (10%) per annum from the date this EDPA 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.

(o) **Confidentiality.** **MOBOTREX** acknowledges that portions of this Agreement and the materials, communications, data and information related to this Agreement may constitute public records subject to disclosure under the Texas public records laws and agrees that PCDC may disclose such portions of this Agreement and the materials, communications, data and information related to this Agreement as required by law, provided that PCDC (a) gives **MOBOTREX** prior written notice sufficient (in no event less than 10 business days) to allow **MOBOTREX** to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with **MOBOTREX** in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by applicable law.

(p) **Security.** PCDC agrees to use adequate physical and technical measures to maintain the security of all electronic and tangible records relating to this Agreement including at a minimum: a working network firewall to protect data accessible via the Internet; up-to-date security patches; up-to-date anti-virus software; policies restricting access to information (and physical records embodying information) to those with a need to know (subject to applicable public records and freedom of information laws); unique user identifications and credentials for each person with access to information, and; a policy requiring the use of "strong passwords" on all computer systems. PCDC agrees to promptly notify **MOBOTREX** in the event PCDC experiences a security breach that could have impacted any electronic or tangible records relating to this Agreement. PCDC acknowledges and agrees that **MOBOTREX** must comply with **MOBOTREX's** information security policies in performing its obligations under this Agreement and that to the extent **MOBOTREX** is required to deliver information to PCDC under this Agreement (including the Compliance Information), **MOBOTREX** shall have the right to deliver such information in password protected and encrypted files.

(q) **Jury Waiver.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO. This shall not prevent or prohibit the parties from mediating informally before either party files suit.

(signature page follows)

DATED this 19th day of 2022.

MOBOTREX, an Iowa Corporation

Staci Lange, COO, VP & Officer
By: **Staci Lange, COO**

Date Executed: 04/19/2022

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, a Type B Economic Development Corporation

George Vande Werken
George Vande Werken, President

Date Executed: 04/20/22

ATTEST:

Dennis Spencer
Dennis Spencer, Secretary

**Exhibit A
EMPLOYMENT CERTIFICATION FORM**

Pflugerville Community Development Corporation
Attention: Executive Director
3801 Helios Way, Suite 130
Pflugerville, Texas 78660

Re: PERFORMANCE AGREEMENT BETWEEN THE PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION AND MOBOTREX (the "Company"); EMPLOYMENT CERTIFICATION

This Employment Certification is being delivered by _____ (the "Company") in connection with the Performance Agreement between the Pflugerville Community Development Corporation ("PCDC") and the Company, dated as of _____ (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of the Company hereby certifies to the PCDC that as of the date below, the Company has created and retained _____ full-time employees as evidenced by the attached Payroll Records. As provided in the Agreement, "Full-time employee" ("FTE") shall mean a person who occupies a "primary job" job as that term is defined in Section 501.002 (12), Texas Local Government Code that becomes available at the Facility during the term of this EDPA in which each employee holding such job works a minimum of thirty (30) hours per week, or one thousand five hundred sixty (1,560) hours per year with the annualized average gross compensation of all such jobs being minimum average wage of \$58,000 plus the offer of medical benefits.

The undersigned hereby certifies that I am a duly authorized representative of the Company and am duly authorized to execute this Employment Certification.

Printed Name, Title: _____

Signature: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__.

Printed Name - Notary Public

Signature – Notary Public