

PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is entered into by and between Pflugerville Community Development Corporation (the "PCDC"), a Section 4B corporation incorporated under the Development Corporation Act of 1979 (the "Act"), and Lil Mama's Delicious Desserts and More L.L.C a Texas Limited Liability Corporation ("LIL MAMA'S").

RECITALS

PCDC has determined that it is in the best interests of PCDC and the City of Pflugerville, a Texas Home Rule City in Travis County, Texas (the "City"), to facilitate LIL MAMA'S in expanded her commercial baking operations with: a commercial convection oven and vent hood to be located within the City and generally described on Exhibit "A" attached hereto (the "Equipment"). PCDC has determined that the addition of the commercial baking equipment within the City will provide significant economic benefits and will further economic development in the City. The economic benefits of the equipment to the City will include, without limitation, the proceeds received by the City from the ad valorem taxes levied upon the premises and equipment of Lil Mama's, and the maintenance of and growth of jobs in the City.

PCDC and LIL MAMA'S have agreed to enter into this Agreement in connection with LIL MAMA'S's expanded baking operations to provide for certain incentives to LIL MAMA'S and to further define certain obligations of the parties to this Agreement with respect to the equipment purchase and such incentives. This Agreement is required pursuant to Section 40 of the Act.

AGREEMENT

I.

Performance Agreement

1. This Agreement serves as a performance agreement by the parties hereto.
2. LIL MAMA'S hereby agrees that within three months of the execution of this agreement LIL MAMA'S shall purchase and install a commercial convection oven and vent hood in Pflugerville, Texas.
3. LIL MAMA'S hereby agrees to maintain its operations in the City of Pflugerville for at least 3 years beginning February 1, 2013.
4. LIL MAMA'S agrees that her commercial kitchen shall follow all applicable City Codes and Regulations.

II.
Benefit

1. In consideration for LIL MAMA'S's agreement to satisfy the above mentioned performance agreement, PCDC hereby agrees to grant LIL MAMA'S \$10,000 for the purchase of a commercial convection oven and vent hood. This payment shall be paid within 30 days of the execution of this agreement.
2. PCDC's payments to LIL MAMA'S shall not exceed \$10,000.

III.
PENALTY

In the event that (i) LIL MAMA'S fails to purchase the equipment, or (ii) LIL MAMA'S 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 LIL MAMA'S, then in any such event, LIL MAMA'S will immediately pay to PCDC the amount of the Benefit.

IV.
MISCELLANEOUS

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

Mutual Assistance. PCDC and LIL MAMA'S 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.

Payment of Debt or Delinquency to the Local or State Government. LIL MAMA'S agrees that any payments owing to LIL MAMA'S under an agreement with the City of Pflugerville may be applied directly toward any debt or delinquency that LIL MAMA'S 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.

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

If notice to LIL MAMA'S:

with copy to:

All payments to the PCDC required under this agreement shall be made to:

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

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.

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, then PCDC shall issue written notice to LIL MAMA'S and PCDC may terminate the Agreement without further duty or obligation hereunder. LIL MAMA'S acknowledges that the approval of this document is beyond the control of PCDC.

Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, LIL MAMA'S certifies that they will not knowingly employ any undocumented workers. LIL MAMA'S 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), LIL MAMA'S 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.

DATED this _____ day of _____, 2012.

LIL MAMA'S
A Texas Limited Liability Corporation

By: _____
Name: _____
Title: _____

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION
A Texas Economic Development Corporation

By: _____
Name: Omar Peña
Title: President

STATE OF TEXAS,

COUNTY OF TRAVIS.

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of LIL MAMA'S DELICIOUS DESSERTS AND MORE, a Texas Limited Liability 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 Peña, 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