

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BY AND BETWEEN
PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION AND
AMAZON.COM SERVICES LLC**

This **ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (“**EDPA**” or “**Agreement**”), is by and between the **PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas Type B non-profit corporation (“**PCDC**”) and Amazon.com Services LLC, a Delaware limited liability company, its successors and assigns (“**AMAZON**”), and is made and executed on the following recitals, terms, and conditions. PCDC and AMAZON 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 AMAZON intends to make a substantial capital investment in the City in order to construct a facility in the City with a footprint of approximately 820,000 square feet for its operations (“the Facility”) and to create and maintain primary jobs in the City; and

WHEREAS, construction of the Facility and associated operations by AMAZON will benefit by construction and modification of existing streets, intersections and associated transportation facilities, particularly including the intersection of FM685 and Pecan Street; and

WHEREAS, the PCDC Board finds that the financing of the Transportation Improvements in an amount of up to three million eight hundred dollars (\$3,800,000.00) (the “**Incentive Payment**”) in return for AMAZON entering into a long-term lease; constructing a facility with a footprint of approximately 820,000 square foot (“the Facility”) in the City of Pflugerville; locating, creating, and maintaining a minimum of 1000 primary jobs; making an investment of up to two hundred fifty million dollars (\$250,000,000.00), and conducting its operations within the City of Pflugerville, Texas for at least ten years (the “**Project**”) is in the best interests of the City and the PCDC; and

WHEREAS, the PCDC Board finds that the Project as herein described and carried out 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 making of the Incentive Payment described herein is permissible as “Project Costs,” as that term is defined in Chapters 501 and 505 of the Texas Local Government Code, as amended, and which is further authorized under Sec. 501.103, Texas Local Government Code; and



WHEREAS, the Board of Directors of the PCDC desires to guarantee payment of the aforesaid three million eight hundred thousand dollars (\$3,800,000.00) established herein for the purposes described, either by qualifying for and obtaining grant funds for that purpose or by encumbering that amount from available PCDC funds, such encumbrance to be implemented in the FY 2021 and 2022 PCDC budgets and such funds not to be spent for any other purpose except as specified in and in accordance with this EDPA; and

WHEREAS, the PCDC Board requires that at least one public hearing be conducted on the Project prior to spending funds in accordance with Sections 505.159(a) 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 AMAZON providing a schedule of additional payroll or jobs to be created or retained by AMAZON’s investment, a schedule of capital investments to be made 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 AMAZON 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 AMAZON are on 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 AMAZON 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 AMAZON to PCDC at the times herein specified that demonstrate to the satisfaction of PCDC that AMAZON has complied with and met all applicable Performance Requirements and Conditions for the period of time for which the Certification is submitted.

“Architectural Requirements” shall mean any architectural requirements imposed by this Agreement for construction of the Facility, which includes a mix of at least three building materials, including a minimum of (i) forty percent (40%) insulated concrete tilt panels, (ii) fifty-five percent (55%) insulated metal panels, and (iii) five percent (5%) glazing. Any other structures on the property will be constructed of concrete tilt panel and precast screen wall cast to emulate masonry, exclusive of doors and windows.

“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.

“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, 2020 through September 30, 2021 is the 2021 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 Facility 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 (with such expected hourly amount including hours for any time off allocated to or used by the given employee(s), whether paid or unpaid), plus the offer of medical benefits in accordance with AMAZON’s employee benefit policy (the **“FTE Requirements”**). Multiple employees 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 FTE, including the value of employment benefits, shall be \$32,000.

“Incentive Payment” shall mean three million eight hundred thousand dollars

(\$3,800,000.00) paid by PCDC to the City of Pflugerville for the purpose of making the aforesaid Transportation Improvements.

“Payroll Records” shall mean documents showing the number of persons employed by AMAZON, their date of hire, compensation, eligibility for benefits and such other information that is necessary and convenient whereby PCDC may determine whether AMAZON 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 AMAZON or its Affiliates pursuant to any employment contract.

“Transportation Improvements” shall mean improvements at the four-way intersection of FM 685 and Pecan Street, as identified in the City of Pflugerville’s Capital Improvement Plan. The project includes a modification to the configuration of the Pecan Street and FM 685 intersection to provide operational improvements, including construction of a crossover displaced left turn lane, also called a continuous flow intersection or CFI. A CFI is an alternative design for a traditional four-legged intersection that allows vehicles to travel efficiently through an intersection, which enhances safety and increases traffic flow through intersections by allowing left-turning traffic and through-traffic to move simultaneously.

“Year One” (and years thereafter) shall commence on January 1 following completion of the Conditions Precedent and shall end on December 31 of that calendar year. Each successive calendar year for the term of this EDPA thereafter shall be considered to be Year Two through Year Ten.

SECTION 3 –CONDITIONS PRECEDENT AND TERM

(a) The performance obligations of the Parties under this EDPA shall become effective on January 1 of Year One the calendar year following completion of the Conditions Precedent described below and shall continue in effect for purposes of performance and eligibility for a term of ten (10) years, commencing with Year One and continuing until the date on which such term expires at the end of Year Ten (the **“Expiration Date”**). The **“Conditions Precedent”** shall mean all of the following:

- (i) 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

- (ii) Approval of this EDPA by the PCDC Board; and
- (iii) Approval of this EDPA by AMAZON; and
- (iv) Approval of this EDPA by the City Council of the City of Pflugerville, Texas in accordance with Texas law.

(b) 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.

(c) AMAZON shall have the right, prior to PCDC making any part of the Incentive Payment to the City of Pflugerville, 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.

(d) AMAZON shall submit all records required hereunder at the times specified herein and in no event later than the date of expiration of the ten-year term. All payments due AMAZON under this EDPA shall be paid to AMAZON by PCDC as provided by this EDPA.

SECTION 4 – AMAZON PERFORMANCE REQUIREMENTS

AMAZON 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:

- (a) AMAZON shall invest, or shall cause to be invested, at least two hundred fifty million dollars (\$250,000,000.00) in the Project for lease of the Property, Facility construction, and purchase and installation of equipment and personal property at the Facility, which investment shall be deemed to include any other money invested or caused to be invested by or on behalf of AMAZON (including any affiliates or agents of AMAZON) in connection with the development or establishment of the Project (the “**AMAZON Investment**”), over the term of this EDPA, including any other amounts expended pursuant to AMAZON’s other obligations in this Section 4;
- (b) AMAZON shall enter into a long-term lease of at least ten (10) years for property located in the City of Pflugerville (“the **Property**”);



- (c) AMAZON shall construct or cause the Facility to be constructed on the Property which shall meet all Architectural Requirements described herein, as the base of its operations for the Project and for personal property necessary to conduct such operations. The Facility shall have a minimum footprint of 820,000 square feet;
- (d) AMAZON shall complete construction of the Facility, obtain a Certificate of Occupancy from the City of Pflugerville and commence operations at the Facility by no later than December 31, 2022; *provided, however*, that such date shall be extended for as long as construction of the Transportation Improvements remains incomplete, plus such additional time as may be reasonably necessary for AMAZON to commence operations at the Facility following completion of the Transportation Improvements.
- (e) AMAZON shall furnish PCDC with proof of its investment in compliance with Section 4(a) in the form of receipts, tax roll appraisal certificate, proof of taxes paid and other statements and records reasonably satisfactory to provide such proof no later than the Expiration Date.
- (f) On or before the end of Year Two, AMAZON shall create or relocate at least one thousand (1,000) FTEs to the Facility (the “**FTE Employment Deadline**”) and shall maintain at least that many FTEs for the remainder of the term of this EDPA.
- (g) By the expiration of Year Two, AMAZON 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(f), and thereafter shall provide the Compliance Information on each subsequent anniversary of the expiration date of Year One, provided, however, that AMAZON shall not be required to provide any Payroll Records following the expiration of Year Five and shall only be required to provide the Employment Certification.
- (h) AMAZON shall conduct an Information Session coordinated by Texas Workforce Solutions specifically targeting Pflugerville residents.
- (i) AMAZON shall comply with all applicable City ordinances, state and federal law, and related requirements during the ten-year term of this EDPA.

SECTION 5 – PCDC INCENTIVES

- (a) PCDC shall pay the Incentive Payment to the City of Pflugerville to make the aforesaid Transportation Improvements and shall use best efforts to cause the City of Pflugerville to complete the Transportation Improvements by July 1, 2021 Subject to Section 6(b) of this Agreement, PCDC hereby acknowledges and agrees that AMAZON shall not, under any circumstances, be liable for the payment of any costs of completing the

Transportation Improvements, including, for the avoidance of doubt, any such costs in excess of the Incentive Payment.

(b) Additionally, PCDC shall provide the following to AMAZON during the term of this EDPA:

(i) PCDC shall coordinate with Texas Workforce Solutions and AMAZON to host one "Info Session" by AMAZON in conjunction with its largest pre-hiring event, targeted at citizens of the City of Pflugerville, within twelve (12) months prior to or following the date on which AMAZON commences commercial operation of the Facility.

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

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

(c) PCDC guarantees payment of the Incentive Payment, either from available grant funds for which PCDC applies and is awarded or from available PCDC funds. In the event that grant funds are not available then PCDC shall encumber and hold in reserve the amount of the Incentive Payment to the extent necessary in all PCDC budgets beginning in FY 2021 and shall not spend such funds for any other purpose except as specified in this EDPA. Such encumbrance shall remain in effect until the funds have been utilized as specified in this EDPA.

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 AMAZON to PCDC if AMAZON does not meet the Performance Requirements (Section 4, above) with respect to the Project, which repayment (if any) shall be in accordance with the terms and conditions set forth in Sections 6(b) and 6(c) of this Agreement. For the avoidance of doubt, in the event that any of the Conditions Precedent listed in Section 3 do not occur, PCDC has no obligation to advance, disburse, or pay the Incentive Payment.

(b) In the event that AMAZON relocates or creates at least 1,000 FTEs by the FTE Employment Deadline, but thereafter fails, during any year of the remainder of the Term of this EDPA, to maintain at least that same number of FTEs at the Facility, and fails to come into compliance within the first quarter of the succeeding calendar year, Amazon shall

reimburse PCDC in the amount of eight hundred dollars (\$800.00) for each FTE less than 1000 that was maintained during that year (the “**FTE Recapture**”). Under no circumstances shall AMAZON be required to reimburse PCDC more than eight hundred thousand dollars (\$800,000.00) under this subsection over the term of this EDPA (“**FTE Recapture Limit**”).

(c) PCDC’s sole and exclusive remedy for a default by AMAZON under this Agreement shall be the FTE Recapture in accordance with Section 6(b). As such, notwithstanding any other provision of this Agreement, the maximum aggregate liability or repayment amount due by AMAZON under this Agreement shall not exceed the lesser of (i) the FTE Recapture Limit, or (ii) the amount of the Incentive Payment actually expended by PCDC.

(d) 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. AMAZON 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.

SECTION 7 – ADDITIONAL PROVISIONS

(a) **Representations and Warranties.** PCDC hereby represents and warrants to AMAZON that: (i) this EDPA is within its authority and that PCDC has been duly authorized and empowered to enter into this EDPA, (ii) as of the Effective Date, sufficient funds are available to fulfill PCDC’s obligations under this Agreement. In the event that PCDC fails to secure lawfully appropriated funds to perform under this Agreement, (iii) neither the authorization, execution, nor delivery of, nor the performance of this Agreement by PCDC violates or constitutes a default under 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; (iv) there is not now pending nor, to the knowledge of PCDC, threatened, any litigation affecting the subject matter of this Agreement; and (v) 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. AMAZON hereby represents and warrants to PCDC that this EDPA is within its authority and that AMAZON 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 AMAZON 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) **Access to Financial Information.** PCDC, upon request, may examine and audit such books and records of AMAZON originating in the twelve (12) months prior to such request that are reasonably sufficient to verify AMAZON's satisfaction of its obligations under Section 4 hereof or to determine the amount of an FTE Recapture Payment, if any. Any such audit: (i) shall not be disruptive to AMAZON's business and must take place at a mutually agreed time during AMAZON's normal business hours, (ii) shall take place no earlier than thirty (30) days following PCDC's written notice to AMAZON, and (iii) shall not take place until the Parties have entered into a confidentiality agreement concerning the disclosure by AMAZON of all information encompassed by the audit. AMAZON may provide such materials to PCDC in an electronic format reasonably acceptable to PCDC. Any information learned or disclosed in connection with any such audit is confidential information of AMAZON and subject to the security, nondisclosure obligations of this Agreement and the separate confidentiality agreement mentioned in the foregoing provisions of this Section 7(c). Notwithstanding the foregoing or any other provision of this Agreement, AMAZON shall not be required to disclose, permit the inspection of or examination of, or discuss, any document, information or other matter that (a) constitutes trade secrets or proprietary information, (b) in respect of which disclosure is prohibited by law or any binding agreement, (c) is subject to attorney-client or similar privilege, employee privacy or constitutes attorney work product, or (d) is expressly excluded from the definition of Payroll Records in this Agreement.

(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 Amazon assume all of the responsibility or obligations of Amazon if the Facilities are sold or transferred. In the event of a default by a successor or assign Amazon shall remain obligated under this Agreement including the

obligation to reimburse the PCDC under Section 6. AMAZON, or the fee owner of the Facility, shall have the right to transfer ownership of the Facility at any time. Neither Party hereto may assign this EDPA without the prior written consent of the other Party hereto, except that AMAZON may assign this Agreement to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of AMAZON’s assets or any similar transaction. 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 AMAZON.

(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 AMAZON: Amazon.com Services, Inc.
c/o Amazon.com, Inc.
Attention: Economic Development Compliance
2121 7th Ave.
Seattle, Washington 98121

With copy to: Husch Blackwell LLP
Attention: Jonathan W. Giokas
190 Carondelet Plaza,
Suite 600
St. Louis, MO 63105-3433

(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 AMAZON, and PCDC may terminate the EDPA without further duty or obligation hereunder. AMAZON 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, AMAZON certifies that it will not knowingly employ any undocumented workers. AMAZON 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), AMAZON 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.** AMAZON 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 AMAZON prior written notice sufficient (in no event less than 10 business days) to allow AMAZON to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) cooperates with AMAZON 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.

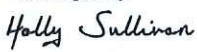
(p) **Security.** PCDC agrees to use adequate physical and technical measures to maintain the security of all electronic and tangible records relating to this Agreement including at a minimum: a working network firewall to protect data accessible via the Internet; up-to-date security patches; up-to-date 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 AMAZON 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 AMAZON must comply with AMAZON’s information security policies in performing its obligations under this Agreement and that to the extent AMAZON is required to deliver information to PCDC under this Agreement (including the Compliance Information), AMAZON 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.

DATED this _____ day of _____ 2020.

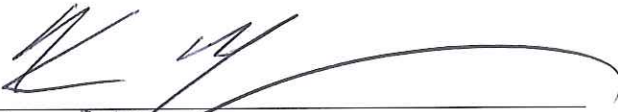
AMAZON: _____



DocuSigned by:

 By: C049593F2FA7404
 Name: Holly Sullivan
 Title: Director, Economic Development, Public Policy

Date Executed: July 13, 2020

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, a Type B Economic Development Corporation


KEN D'ALFONSO, President

Date Executed: JULY 14, 2020

ATTEST:


Jeff Coleman, 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 _____ (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" 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 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 (with such expected hourly amount including hours for any time off allocated to or used by the given employee(s), whether paid or unpaid, voluntary or involuntary), plus the offer of medical benefits in accordance with AMAZON's employee benefit policy (the "**FTE Requirements**"). Multiple employees 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 FTE, including the value of employment benefits, shall be \$32,000.

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: _____



