

AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **JDR Cable Systems** (the "Company"), 11331 Charles Road, Houston, TX 77041.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to lease a 76,915 square-foot building to be constructed on approximately 10.06 acres of land out of Lots 6 and 7 on the recorded plat of the Tomball Business & Technology Park, generally located on the west side of South Persimmon Street, adjacent to the M118 Drainage Channel and more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Company, currently located at 11331 Charles Road, Houston, TX 77041, proposes to enter into a build-to-suit lease agreement for the construction of a \$9,250,000 corporate headquarters facility on the Property as described in Exhibit "B," attached hereto and made a part hereof (the "Improvements"); and

WHEREAS, the Company also proposes to relocate forty-five (45) full-time employees to the Property and create twenty (20) new full-time positions in Tomball in conjunction with the relocation of its business operations to the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of up to One Hundred Thirty-Five Thousand Five Hundred Ninety-One Dollars (\$135,591.00) to assist in the construction of the Improvements, the relocation of forty-five (45) employees, and the creation of twenty (20) new employment positions at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be suitable for the relocation of the corporate headquarters, to promote and develop new business enterprises, and in furtherance of creation and retention of primary jobs on the Property;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 5, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain sixty-five (65) full-time employees on the Property.

2.

The construction of the Improvements, the relocation of forty-five (45) employees, the creation of twenty (20) new jobs, and the obtaining of all necessary occupancy permits from the City shall be obtained within two (2) years of the Effective Date. Extensions of these deadlines

may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized by law to be employed in that manner in the United States.

4.

While this Agreement is in effect, annually within 60 days following the anniversary date of the Effective Date of this Agreement, the Company, or an affiliated entity, will certify to the TEDC that it has complied with the terms of this Agreement and provide sufficient written information, records, and documents, to support its certification of compliance.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company up to One Hundred Thirty-Five Thousand Five Hundred Ninety-One Dollars (\$135,591.00) as a performance incentive to fund a portion of the cost of the Improvements and the addition of the sixty-five (65) employees to the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed,

and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

6.

It is understood and agreed by the parties that in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC any amounts paid to the Company by the TEDC for jobs created but not thereafter maintained in accordance with the terms of this Agreement along with interest at the rate equal to the 90 day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90 day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such

funds. Such reimbursement shall be due and payable 120 days after the Company receives written notice of default accompanied by copies of all applicable invoices.

d. The Company's obligation to reimburse the TEDC payments made to Company if the Company breaches this Agreement survives termination of this Agreement.

e. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either i) the termination of this Agreement, or ii) a suit for specific performance.

7.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

8.

This Agreement may not be assigned by the Company to any other person or entity unless the TEDC consents in writing to the assignment.

9.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile or other electronic transmission; provided a copy of such notice is sent within one (1) day thereafter by another method provided

above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to TEDC: Tomball Economic Development Corporation
 401 W. Market Street
 Tomball, Texas 77375
 Attn: President, Board of Directors

If to Company: JDR Cable Systems Inc.
 11330 Charles Road, Houston, TX 77041
 Attn: Brian Davis, General Manager

10.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

11.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

12.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

13.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

14.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by both parties on this

23rd day of Feb 2020 (the "Effective Date").

JDR Cable Systems Inc.

By: 

Name: Brian Davis

Title: General Manager

ATTEST:

By: 

Name: Toni Hiltun

Title: Coordinator

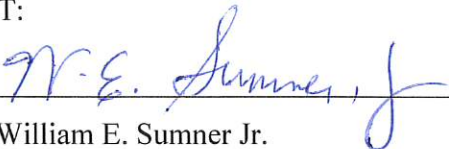
**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: 

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: 

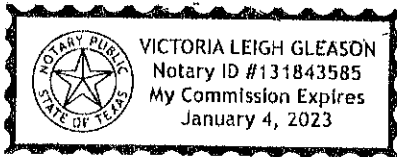
Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of November 2020 by Brian Davis, General Manager of JDR Cable Systems Inc. for and on behalf of said company.



[Signature]
Notary Public in and for the State of Texas

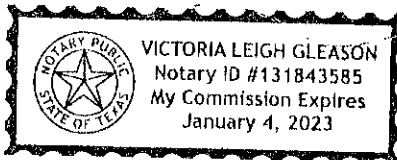
My Commission Expires: 01/04/2023

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
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This instrument was acknowledged before me on the 17th day of December 2019 by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.



[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 01/04/2023

(SEAL)

Exhibit A

Description of Property

10.06 acres out of Lots 6 and 7 of the Recorded Plat of the Tomball Business & Technology Park.

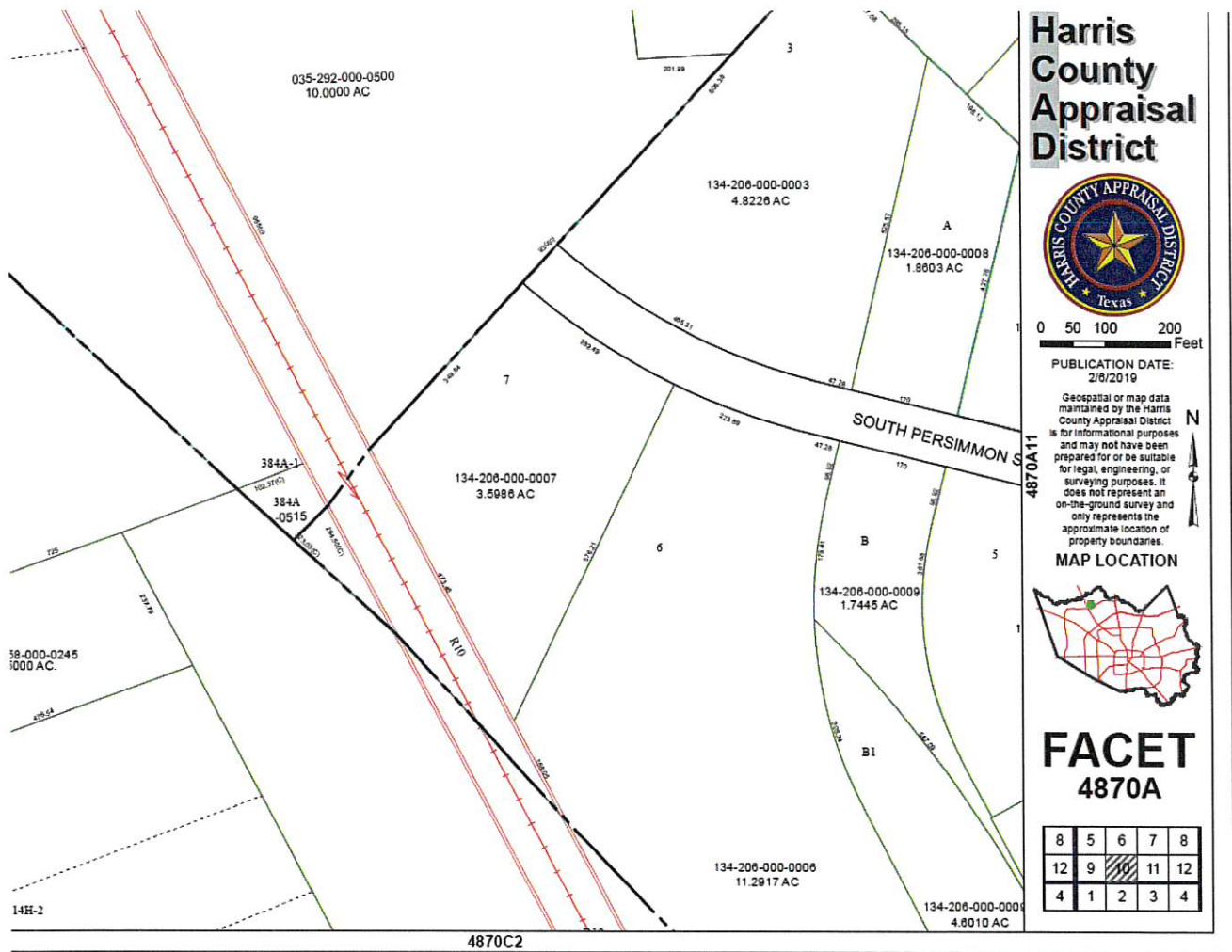


Exhibit B

Description of Improvements

Construction of an approximately 76,915 square-foot concrete tilt wall office/warehouse facility. improvements include parking areas, drive aisles, loading docks, and truck aprons.

