

**PERFORMANCE AGREEMENT**  
**Between**  
**WYLIE ECONOMIC DEVELOPMENT CORPORATION**  
**And**  
**AMERICAN ENTITLEMENTS LLC**

This Performance Agreement (this “Agreement”) is made and entered into by and between the **Wylie Economic Development Corporation** (the “WEDC”), a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act of 1979, as amended from time to time (the "Act"), and **American Entitlements LLC**, a Texas limited liability company (the “Company”).

**RECITALS**

**WHEREAS**, the Company is desirous of making real and personal property improvements consisting of adding a 1,300 square foot addition to an existing 4,386 square foot office building located at 108 W. Marble Street in Wylie, Texas (the “Facility”) and adding Thirty Five (35) new Employees at the Company over the next three years (the “Project”). The Project will have an estimated construction cost of Two Hundred Thousand Dollars (\$200,000.00); and

**WHEREAS**, the Company has requested that the WEDC provide economic assistance to offset the cost of renovating the Facility and other expenses associated with completing the Project; and

**WHEREAS**, the completion of the Project in the City of Wylie, Texas will ultimately create “primary jobs”, as that term is defined in the Act; and

**WHEREAS**, the WEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Wylie for which the WEDC was established to encourage the development and use of business properties within the City; and

**WHEREAS**, for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activities in the State of Texas, and the City of Wylie, the WEDC desires to offer economic assistance to Company as more particularly described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the WEDC and Company agree as follows:

- I. **Economic Assistance**. Subject to the terms of this Agreement, the WEDC will provide economic assistance in an amount up to, but not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (the “Economic Development Incentives”). The Economic Incentives will be paid according to the criteria set forth herein with the WEDC’s obligation to pay the Economic Development Incentives terminating on March 31, 2026.

Upon meeting the qualifications and requirements (the “Performance Requirements”), the Company shall be entitled to the following Economic Development Incentives:

Economic Development Incentive Payment Schedule:

<u>Expected Year</u>	<u>Incentive</u>	<u>Cost of Project</u>	<u>Current WEDC Incentive</u>	<u>Total WEDC Incentive</u>	<u>Eligibility Expiration</u>
2023	No. 1	\$200,000	\$1,000 per new FTE Above 40 FTEs, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2023
2024	No. 2	\$200,000	\$1,000 per new FTE above the number of FTEs reported for Incentive No. 1, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2024
2025	No. 3	\$200,000	\$1,000 per new FTE above the highest number of FTEs previously reported, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2025
2026	No. 4	\$200,000	\$1,000 per new FTE above the highest number of FTEs previously reported, up to 35 new / 75 total FTEs	Up to \$35,000	3-31-2026

**II. Performance Requirements for Economic Development Incentive.**

(a) Incentive No. 1: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the Company’s Forty (40) current Full-Time Employees, up to, but not to exceed, Thirty Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 1, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Receipt of documentation by WEDC of a Certificate of Occupancy for an expansion of at least 1,300 square feet of office space to the current 4,386 square feet at the Facility, issued by the City of Wylie, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 2) Receipt of documentation by WEDC supporting a minimum expansion cost of the Project of Two Hundred Thousand Dollars (\$200,000.00) as evidenced

by paid invoices supporting the minimum cost, approval of said documentation at the sole and absolute discretion of the WEDC; and

- 3) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2022, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 4) Employment verification proving the number of employees employed at the Company as of March 31, 2023, which shall not be less than Forty (40) Full-Time Employees, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 5) Qualified Infrastructure Deadline and eligibility expiration for the Company to qualify for this Incentive No. 1 is March 31, 2023.

Notwithstanding the foregoing, Company may request a ninety (90) day extension of the Qualified Infrastructure Deadline by delivering written notice thereof to the WEDC staff at least thirty (30) days prior to the expiration of the Qualified Infrastructure Deadline. In the event WEDC staff determines, in its sole and absolute discretion, that Company is making all such reasonable efforts, then the Qualified Infrastructure Deadline, as applicable, shall be extended by ninety (90) days.

(b) Incentive No. 2: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the number reported for Incentive No. 1, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2023, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2024, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of employees employed at the Company as of March 31, 2024, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 2 is March 31, 2024.

(c) Incentive No. 3: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the highest number of Full-Time Employees previously reported, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2024, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2025, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of employees employed at the Company as of March 31, 2025, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 3 is March 31, 2025.

(d) Incentive No. 4: An Economic Development Incentive of One Thousand Dollars (\$1,000.00) for each new Full-Time Employee employed at the Facility over the highest number of Full-Time Employees previously reported, up to, but not to exceed, Thirty-Five (35) new Full-Time Employees, will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4, provided, however, that the total cumulative amount of all economic incentives to be paid to Company under this Agreement shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) in the aggregate under any circumstances:

- 1) Company is current on all ad valorem taxes and other property taxes due on the Facility as of December 31, 2025, and provide written notice and evidence of such payment to WEDC in a form satisfactory to WEDC; and
- 2) Receipt of documentation by WEDC evidencing the ongoing operations of the Facility through March 31, 2026, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 3) Employment verification proving the number of Employees employed at the Company as of March 31, 2026, approval of said documentation at the sole and absolute discretion of the WEDC; and
- 4) Eligibility expiration for the Company to qualify for this Incentive No. 4 is March 31, 2026.

**Under no circumstances shall WEDC be required to pay to the Company any amount more than Thirty-Five Thousand Dollars (\$35,000.00) under this Agreement, regardless of how many new Full-Time Employees are added at the Facility during the term of this Agreement, with the total sum of Incentive No. 1, Incentive No. 2, Incentive No. 3, and Incentive No. 4 being less than or equal to \$35,000.00.**

- III. **WEDC Payment of Incentives.** Subject to the terms of this Agreement, the WEDC shall pay the Incentives within approximately fifteen (15) days of receipt of the required documentation from the Company, subject to verification by the WEDC that the Performance Requirements have been met or exceeded by the Company. Further, Incentives No. 2, No. 3, and No. 4 will be paid not sooner than twelve (12) months following payment of the preceding Incentive Payment.
- IV. **Non-Attainment of Performance Requirements.** In the event that the Company fails to meet or exceed any of the Performance Requirement specified in Section II(a) of this Agreement, the WEDC Economic Development Incentive will be voided in advance of payment in addition to all future Economic Development Incentive payments being voided at the sole discretion of the WEDC. The Company will not be eligible to receive an Economic Development Incentive payment if documentation supporting Performance Requirements are not received by WEDC prior to the Eligibility Expiration Date. Company will be notified in writing in the event a Performance Requirement is not met and have thirty (30) days to cure said default.
- V. **Economic Assistance Termination.** The Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in Section II above. Regardless of the Company's level of attainment of the Performance Requirements set forth in Section II above, the WEDC's obligation to pay the Reimbursement Incentive will expire in full on March 31, 2026.
- VI. **Employee Hiring, Materials and Supplies Purchase.** Although not an event of default or a condition to any advance in the Agreement, WEDC requests that the Company satisfies its need for all construction contractors from Wylie residents and purchase all materials, supplies and services necessary to affect the Project and subsequent occupancy of the Facility from Wylie merchants and businesses.
- VII. **Community Involvement.** Although not an event of default or condition of any advance hereunder, the Company agrees to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Wylie, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.
- VIII. **Verification and Compliance.** The Company will allow the WEDC to audit necessary Company's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (ii) to determine the existence of an Event of Default under the terms of this Agreement; (iii) to ensure compliance with any other terms and conditions set

forth herein or any related documents. Company will provide reports certifying the status of compliance, jobs retained, new investments and any other relevant information until the termination of this Agreement

- IX. **Cessation of Economic Assistance.** Notwithstanding anything herein to the contrary, WEDC shall have no obligation to disburse WEDC Economic Development Incentives if the Company becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt, or is delinquent on any property tax payments or an Event of Default under the terms of this Agreement occurs.
- X. **Non-Payment of Economic Assistance.** The following will constitute an Event of Default and any advance shall not be forgiven in an Event of Default: the Company becomes insolvent, makes any materially false statements to the City and/or the WEDC, fails to pay ad valorem taxes, or files suit against the City and/or the WEDC.
- XI. **Miscellaneous.**
- a. This Agreement shall inure to the benefit of the parties hereto and shall not be assignable by Company without the prior written consent of the WEDC, which consent may be withheld by the WEDC in its sole and absolute discretion.
  - b. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of Vernon's Ann. Civ. St. Art. 5190.6, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with article 5190.6, article 5190.6 shall prevail.
  - c. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.
  - d. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.
  - e. Any notice required or permitted to be given under this agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any part hereto might specify in writing:

**WEDC:** Jason Greiner  
Executive Director  
Wylie Economic Development Corporation  
250 South Highway 78  
Wylie, Texas 75098

**COMPANY:** American Entitlements LLC  
108 W. Marble Street  
Wylie, TX 75098  
Attention: Brian Tobias, President

By the execution hereof, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

EXECUTED to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WEDC:**

**Wylie Economic Development Corporation**

By: \_\_\_\_\_  
Jason Greiner, Executive Director

**COMPANY:**

**American Entitlements LLC,  
a Texas limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_