STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made effective on August 26th, 2026 (the "Effective Date"), by and between LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (hereinafter referred to as "LEDA") and SEALS COMMERCIAL HOLDINGS, LLC, a Texas limited liability company, (hereinafter referred to as "Recipient"), by and through their duly authorized officers and affiliate organizations under the terms and conditions that follow. LEDA and Recipient may collectively be referred to as the "Parties."

1. **Applicable Law**: It is understood by and between the parties that the term "Act," as used herein, is intended to mean the Development Corporation Act of 1979, as amended. (Sec. 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS). The parties hereto covenant and agree to comply with the terms of the Act as set forth in this Agreement.

2. **Parties**:

   A. LEDA, a Texas non-profit corporation as well as a tax exempt 501(c)4 entity, was created by the City of Lubbock, Texas, as an Industrial Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas, to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

   B. Recipient is preparing a new Project which shall include the development of a 350,400-square-foot speculative building within the City of Lubbock, (NAICS 236210 – Industrial Building Construction). The total capital investment is anticipated to be $40,000,000.

   C. Recipient is a Texas limited liability company authorized to do business in Texas.

3. **Purpose**: The purpose for this agreement is to formalize the agreements between LEDA and Recipient for the repayment of certain costs associated with Recipient's Project and specifically state the covenants, representations of the parties, and the incentives associated with Recipient's commitment to abide by the provisions of the Act and to abide by the

 LEDA ____ SCC TS

terms of this Agreement which has been approved by the Board of Directors of LEDA as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction event though payments thereunder are divided into multiple installments as earned. A failure to perform any obligation by Recipient may constitute a breach of the Agreement with the consequences of such breach being governed by Section 9 herein.

4. **Definitions**:

A. The "Act" shall refer to the Development Corporation Act of 1979, as amended, as Sec. 501.001 *et seq*, Local Government Code, formerly Sec 5190.6, VACS.

B. "Initial Lease or Sale Requirement" means the requirement that at least fifty-one percent (51%) of the gross leasable area of the Project be leased to, or sold for occupancy by, one or more industrial users for industrial uses under the Act.

C. "LEDA" shall refer to Lubbock Economic Development Alliance, Inc. a Texas non-profit corporation, created by the City of Lubbock as an "Industrial Development Corporation", pursuant to the Act.

D. "Measurement Date" shall mean the date upon which the determination is made as to whether Recipient is in compliance with this Agreement. The Measurement Dates shall be:

1. One hundred and eighty (180) days following the Effective Date(the "First Measurement Date");
2. Twelve (12) months following the Effective Date (the "Second Measurement Date"); and
3. Thirty-six (36) months following the Effective Date ("Third Measurement Date").

E. "Payback Provisions" shall mean Recipient's payment obligations as described in Section 9 herein.

F. "Project" shall refer to the project identified in Section 2B, which is being developed for industrial uses.

G. "Recipient" shall refer to Seals Commercial Holdings, LLC, a Texas limited liability company authorized to do business in Texas, and the Recipient party to this Agreement.

H. "Recipient Request" may include the identification of the cost of the project by Recipient to the facility or other purpose within Section 2(4) of the Act.

I. "Term" as used herein shall begin with the Effective Date of this Agreement and terminate fifty (50) months later, unless earlier breached by Recipient's failure to perform.

5. Representations of Recipient:

A. Recipient represents that it will utilize the incentives provided towards costs involved and associated with the Project contemplated herein.

B. Recipient represents that it is authorized to do business in Texas and has authorization to enter into this Agreement on its behalf.

C. Recipient represents that it has sought from LEDA economic assistance in connection with Recipient's Project.

D. Recipient represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act and understands the reporting requirements of the Act, as well as all conditions precedent and subsequent as required to be eligible for the incentives offered by LEDA, including the Payback Provisions as outlined in Section 9 herein.

E. Recipient represents that it acknowledges that its failure to perform any reporting requirements within a reasonable period of time after the request is made could result in payment adjustments or incentive forfeiture.

F. Recipient understands and agrees that any variations as to any term of this Agreement or any terms or conditions of the incentives as stated must be mutually agreed to in written supplements or addenda. No oral agreements, amendments, or representations will be binding on either party.

6. Representations by LEDA:

A. LEDA represents that it is established as an Industrial Development Corporation under the Act and further represents that Recipient's Project and the costs applied toward Recipient's Project as stated in this Agreement have been found by the Board of Directors of LEDA, sitting as fact finders, to be in compliance with the

LEDA ____ SCC TS

requirements and purposes of the Act, the provisions of LEDA's charter, as well as for the benefit of the City of Lubbock, Lubbock County, Texas, and the trade area.

B. LEDA represents that it has authority to enter into this Agreement. LEDA understands and agrees that any variation in terms of this Agreement, the incentive(s) offered to Recipient, or the commitment made by Recipient will only be binding if mutually agreed to in writing.

C. LEDA and its representatives agree to maintain confidentiality of all of Recipient's records to the extent allowable by applicable laws.

7. **Incentives**:

A. **Capital Investment Incentive to be Awarded and Terms of Award**:

1. LEDA agrees to pay, as set forth herein, to Recipient up to $500,000 as a Capital Investment Incentive for capital expenditures incurred between January 1, 2026, and the Third Measurement Date and associated with the Project.

2. Capital Investment Incentive Sliding Scale:

Capital Investment	Less than $28M	Equal to $28M and less than $32M	Equal to or greater than $32 M
Earned Incentive	$0	$250,000	$500,000

3. The Capital Investment Incentive is to be paid in two (2) installments, each in the amount of 50% of the earned incentive, in accordance with the sliding scale above, and paid as follows:

i. First Installment: Paid following the Third Measurement Date upon written verification from LEDA's third-party accountants of the earned capital investment incentive amount, if any, and confirmation of a Certificate of Occupancy being issued for the Project.

ii. Second Installment: Paid one (1) calendar year after the First Installment, subject to written confirmation from Recipient that

LEDA ____ SCC TS

it remains, in all material respects, in good business standing, including being current on all city and county tax obligations (excluding any amounts being contested in good faith by appropriate proceedings).

4. It is expressly agreed that Recipient shall:

   i. Commence site development activities on the Property by the First Measurement Date; and

   ii. Commence construction of the facility by the Second Measurement Date; and

   iii. Obtain a Certificate of Occupancy from the City of Lubbock, Texas by the Third Measurement Date.

5. For the purposes of this Section 7:

   i. Commencement of site development activities shall mean the initiation of physical, on-site work necessary to prepare the Property for vertical construction of the Project, including, at a minimum, the mobilization of equipment and personnel and the start of observable grading, clearing, excavation, installation of temporary erosion or stormwater controls, or extension of on-site utilities pursuant to approved plans and permits. Activities limited solely to surveying, staking, testing, permitting, planning, or other off-site or administrative work shall not, standing alone, constitute commencement of site development activities.

   ii. Commencement of construction of the facility shall mean the initiation of construction of the primary building or structure comprising the Project, evidenced by any vertical construction and/or the pouring of concrete footings or foundations following completion of site preparation. Preparatory activities that do not include vertical construction or foundation work, including stockpiling of materials or delivery of equipment without foundation installation, shall not constitute commencement of construction.

LEDA ____ SCC TS

6. Initial Lease or Sale Requirement: Recipient shall ensure that at least fifty-one (51%) of the gross leasable area of the Project is initially leased to, or sold for occupancy by, one or more industrial users for industrial uses authorized under the Act. Recipient shall provide LEDA or LEDA's representatives with copies of all initial leases and documentation of any sale of all or any portion of the Project, together with such other documentation as LEDA may reasonably request to verify the use and square footage of the applicable space, until the Initial Lease or Sale Requirement has been satisfied. The Initial Lease or Sale Requirement shall apply regardless of any sale, transfer, assignment, or other disposition of the Project by Recipient and shall survive the expiration or termination of this Agreement, as further provided in the Payback Provisions herein. Any repayment obligation arising from a failure to meet this requirement shall be governed exclusively by, and limited as provided in Section 9.C, and shall be subject to the written notice and opportunity to cure provisions of Section 9. A.

7. Recipient agrees to timely provide adequate evidence to LEDA or LEDA's designated accounting representative regarding the required Project milestones within sixty (60) days following each Measurement Date. Until the Initial Lease or Sale Requirement is satisfied, Recipient shall also provide LEDA, within sixty (60) days following the execution of each such lease or the closing of each such sale, copies of all initial leases and documentation of any sale of all or any portion of the Project, sufficient to identify the square footage and use of the applicable space. Subject to applicable law, LEDA and its representatives agree to maintain confidentiality of all of Recipient's records and to return all such records unless other mutually agreeable arrangements are made regarding record retention by Recipient or inspection access to LEDA.

8. **<u>Conditions for Payment of Incentives</u>**: It is specifically agreed and understood by and between the parties that LEDA has agreed to make the incentives available to Recipient strictly upon the following terms and conditions:

A. Any use of LEDA's name for publicity in connection with Recipient's business or activities must be approved in advance by LEDA. It is understood that LEDA may make known its contributions to Recipient in whatever public manner LEDA deems appropriate, including pursuant to lawful Texas Public Information Act requests.

LEDA ____ SCC TS

B. Recipient shall have delivered to LEDA evidence of its authority for the execution and performance of this Agreement, as well as timely delivery of all other information expressly called for in this Agreement.

C. During the Term, Recipient must actively pursue the development of the Project as identified in Section 2B of this Agreement in the City of Lubbock and must maintain its legal status under federal and state law such that it remains qualified to do business in the State of Texas.

D. For the duration of this Agreement, the operations or activities of Recipient and its employees shall be performed and conducted in a professional businesslike manner and shall be in keeping with federal and state laws and regulations, and any ordinances of the City of Lubbock and/or governmental entities which may have jurisdiction over Recipient's operations and activities.

E. Recipient agrees to, in good faith, engage in a confidential review and examination of all material records with LEDA or LEDA's third-party accountants, and the Recipient agrees that such review is necessary to ensure compliance with the conditions of the incentive payments. Recipient agrees to timely provide to LEDA or LEDA's accountants all information reasonably requested by the accountants, with the scope of such requests to be limited to records evidencing capital investment and compliance. Should Recipient fail to provide the information reasonably necessary to complete the review by the deadline of 60 days after each Measurement Date, then, after written notice to Recipient and a reasonable opportunity to cure of not less than thirty (30) days, the Capital Investment Incentive may be forfeited.

F. Recipient certifies that the Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324a(f), Recipient shall repay the amount of the public subsidy actually received by the Recipient under this Agreement, with interest at the legal pre-judgment interest rate, with reasonable attorney's fees, not later than the 120th day after the date LEDA notifies Recipient of the violation.

G. Any information obtained by LEDA or its agents or assigns during negotiations leading up to the execution of the Agreement or otherwise about the business, have or will be returned upon the execution of this Agreement, subject to a right to a continuing examination by LEDA in order to comply with LEDA's reporting obligations, if any.

LEDA ____ SCC TS

H. Recipient agrees to comply with all Texas sales and use tax laws regarding the purchase, use, and storage of personal property and other applicable expenditures associated with this Project and its location.

9. Payback Provisions and Events of Default:

A. Recipient acknowledges that LEDA and Recipient are required to remain in conformance with the statutory provisions of the Act. The parties hereto agree that in the event Recipient fails to comply in any material respect with the provisions of this Agreement, including but not limited to Sections 7, 7.A.6, and 8, and after written notice describing such violation in reasonable detail the failure to cure the violation continues for thirty (30) days after such written notice to Recipient (or, if the violation is not reasonably susceptible of cure within sixty (60) days, such longer period as is reasonably necessary to cure so long as Recipient commences cure within such period and thereafter diligently pursues it to completion), then LEDA, may terminate this Agreement and suspend all future payments to Recipient. Termination, together with the repayment obligations expressly set forth in this Section 9, shall constitute LEDA's sole and exclusive remedies for any breach of this Agreement.

B. Recipient has provided to LEDA an estimated capital investment of $40,000,000 for the Project, to be expended in the form of site and facility improvements and personal property. LEDA based its decision to grant a Capital Investment Incentive to Recipient partly based on such capital investment. If the actual capital investment expenditures are significantly lower (20% or greater) than the stated estimated capital investment, LEDA will reduce the Capital Investment Incentive in accordance with the Capital Investment Incentive Sliding Scale in Section 7(A)(2). If adequate documentation of the capital expenditures is not provided to LEDA's accountants by the deadline of sixty (60) days after the Third Measurement Date, then, after written notice to Recipient and a reasonable opportunity to cure of not less than thirty (30) days, the Capital Investment Incentive may be forfeited. Capital investment shall be measured by documentation of construction and personal property purchased invoices to be provided to and verified by LEDA or LEDA's third-party accountant.

C. Recipient intends to develop the Project for industrial uses. For purposes of this Agreement, an "initial lease or sale" means the first lease or sale of any portion of the Project following completion of construction. The Initial Lease or Sale

Requirement shall be satisfied when at least fifty-one percent (51%) of the gross leasable area of the Project is initially leased to, or sold for occupancy by, one or more industrial users for industrial uses authorized under the Act. Until the Initial Lease or Sale Requirement is satisfied, Recipient shall provide LEDA or LEDA's representatives copies of all initial leases and documentation of any sale, sufficient to identify the square footage and use of the applicable space. This obligation shall continue regardless of any sale, transfer, or other disposition of the Project. If more than forty-nine percent (49%) of the gross leasable area of the Project is initially leased or sold for nonqualifying uses, then, after written demand and a period of not less than sixty (60) days following such demand in which to cure, Recipient shall repay to LEDA a portion of the Capital Investment Incentive actually received by Recipient equal to the percentage of the gross leasable area that is leased or sold for nonqualifying uses, which repayment shall not exceed the amount of the Capital Investment Incentive actually received by Recipient. The obligations of this clause shall survive the expiration or termination of this Agreement until the Initial Lease or Sale Requirement is satisfied or any required repayment is made in full.

D. **Limitation of Liability**: Notwithstanding anything in this Agreement to the contrary, (i) Recipient's aggregate monetary liability under this Agreement, including all repayment, recapture, and forfeiture obligations (other than Recipient's obligations under Section 8.F, to the extent repayment, interest, or fees are required by applicable law), shall not exceed the amount of the Capital Investment Incentive actually paid to and received by Recipient; and (ii) in no event shall either party be liable to the other for any consequential, incidental, special, punitive, or exemplary damages arising out of or relating to this Agreement.

10. Assignment, Merger, and Termination Due to Merger, Etc.: This Agreement shall not be assignable by Recipient, either in whole or in part, with LEDA's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Recipient may, upon prior written notice to LEDA and with LEDA's consent, assign this Agreement to an Affiliate of Recipient or to a successor in connection with a merger, reorganization, or sale of all or substantially all of Recipient's assets, so long as such assignee assumes in writing all of Recipient's obligations under this Agreement. Termination as the result of assignment or merger or change in business form shall not disqualify the remaining or new entity from applying to LEDA for new incentive consideration.

LEDA ____ SCC TS

11. **No Privity of Endeavor Nor Joint Venture**: It is specifically agreed that there shall be no privity of endeavor nor joint venture whatsoever between LEDA and Recipient and the sole connection between the parties is the contribution of the economic assistance by LEDA under the restricted conditions as set forth herein and that such contributions as stated herein are for the sole purposes as set forth herein and it shall in no way be construed as a continuing basis of financial support by LEDA to Recipient. The parties hereto have entered into this Agreement in an arms-length transaction. NO agency relationship or fiduciary relationship is intended to be created by this Agreement and no such relationship shall be determined to exist.

12. **Good Faith – Normal Business Operations**: The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that which relates to this Agreement in accordance with their normal business operations.

13. **Miscellaneous Provisions**:

A. Notices: for the purposes of any notices to be given, pursuant to the terms of this Agreement, the parties shall use the following addresses, or any other address as may be changed by the parties, upon written notice to the other party, as follows:

1. LEDA
John Osborne
CEO and President
Lubbock Economic Development Alliance, Inc.
1500 Broadway, Suite 600
Lubbock, Texas 79401

With a copy to:
Ann Manning
Attorney at Law
Underwood Law Firm
P.O. Box 16197
Lubbock, Texas 79490

2. Recipient
Troy Seals
President
Seals Commercial Holdings
15601 county road 2140
Lubbock TX 79423

LEDA ____ SCC TS

With a copy to:

Notices shall be deemed to be given upon the placing in the United States Mail, Certified Mail, Return Receipt Requested, to the above-described addresses or as may be changed, pursuant to the terms and conditions hereof.

B. No Waiver of Immunity: Notwithstanding any other provisions of this Agreement, including, without limitation, the provisions of Sections 7 and 9 of this Agreement, nothing in this Agreement shall or may be deemed to be or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or limitation to which LEDA, the City of Lubbock, its elected officials, its officers, employees, representatives, or agents are or may be entitled, including without limitation, any waiver of immunity suit.

C. Venue; Governing Law: All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in the City of Lubbock, Lubbock County, Texas. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Lubbock County, Texas and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof. Recipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action, or proceeding, any claim that (i) it is not subject to such venue or the jurisdiction of the courts of Lubbock County, Texas, (ii) the suit, action, or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action, or proceeding is improper.

D. Entire Agreement: This instrument constitutes the entire Agreement between the parties hereto and neither this Agreement nor any of the Exhibits attached hereto, if any, can be altered, changed, or amended in any respect except by an instrument in writing duly executed by both parties.

LEDA ____ SCC TS

E. Partial Invalidity: In the event that any portion of this Agreement should be found or declared to be invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties. The parties agree that it is their intent for this Agreement to be determined as being an indivisible obligation of the parties.

F. Binding Effect: This Agreement shall be binding upon the undersigned, their successors, and assigns, subject to the express terms of this Agreement concerning assignment.

G. Force Majeure: If any default or performance of any other covenant or term of this Agreement is delayed by reason of strike, riots, shortages of labor, materials, supplies, or transportation, war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire, or other casualty, or any other circumstances beyond a signatory party's control, then the duty to do or perform the Term or covenant, regardless of whether the circumstance is similar to any of those enumerated above or not, is excused during the delay period.

H. Nonwaiver. The failure of either party to insist upon the strict performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that that party may have, and shall not be deemed a waiver of any subsequent breach of any such term or condition.

[signature page follows]

EXECUTED in multiple counterparts, each of which is an original, on this 26th day of August, 2026.

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

____
John Osborne, CEO and President

ATTEST:

____

RECIPIENT:

SEALS COMMERCIAL HOLDINGS, LLC

____
By: Troy Seals (Aug 24, 2026 16:33:23 CDT)
Name: Troy Seals
Title: President

ATTEST:

____

LEDA ____ SCC TS

LEDA - Seals Commercial Holdings Performance Agreement - 08242026

Final Audit Report 2026-08-24

Created:	2026-08-24
By:	Natalia Moore (natalia@marketlubbock.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_oeU_f936DEZtRP4g8xkN3BcDBKjJHAP

"LEDA - Seals Commercial Holdings Performance Agreement - 08242026" History

Document created by Natalia Moore (natalia@marketlubbock.org)
2026-08-24 - 3:58:45 PM GMT

Document emailed to Troy Seals (troy@sealsconcrete.com) for signature
2026-08-24 - 3:58:49 PM GMT

Email viewed by Troy Seals (troy@sealsconcrete.com)
2026-08-24 - 7:04:12 PM GMT

Document e-signed by Troy Seals (troy@sealsconcrete.com)
Signature Date: 2026-08-24 - 9:33:23 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-24 - 9:33:23 PM GMT