STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made effective on June 24, 2026 (the "Effective Date") by and between LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (hereinafter referred to as "LEDA") and TTX COMPANY, a Delaware corporation, (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 construction of a 72,000 square foot facility at their existing property located at 1500 S. 2nd Street, Slaton, TX, 79364 to serve as a rail car repair, maintenance and scrapping operation (NAICS 488210, Support Activities for Rail Transportation). This Project is anticipated to result in thirty-one (31) new Primary Full-Time Jobs for Lubbock County with a Target Annual Compensation of $2,015,000, in the aggregate, or a total of $20,150,000 over ten years. Total capital investment, which excludes Target Annual Compensation, is $35,850,000.

   C. Recipient is a Delaware corporation authorized to do business in Texas.

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3. **Purpose**: The purpose for this agreement is to formalize the agreements between LEDA and Recipient for the payment 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 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. 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. "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.

C. "Measurement Date" shall mean the date upon which the determination is made as to whether Recipient is in compliance with this Agreement. The Measurement Date shall be July 31, 2027.

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

E. "Primary Full-Time Jobs" shall include individuals employed by Recipient in Lubbock County in Primary Jobs as defined by the Act.

F. "Project" shall refer to the project identified in Section 2B.

G. "Recipient" shall refer to TTX Company, a Delaware corporation authorized to do business in Texas, and the Recipient party to this Agreement.

H. "Recipient Request" may include the identification of a cost of the Project by Recipient to the facility or other purpose within Sec. 501.152, Local Government Code.

I. "Term" as used herein shall commence on the Effective Date of this Agreement and shall expire upon Recipient's receipt of a Certificate of Occupancy for the

Project facility, but in no event later than October 31, 2027, unless earlier breached by Recipient's failure to perform.

5. **Representations of Recipient**:

A. Recipient represents that it will utilize the incentive 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 incentive 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 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.

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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 represents that the incentive grant is a lawful and enforceable transaction under all applicable laws.

D. 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 Recipient a Capital Investment Incentive in the amount of $152,000 upon completion of Phase I of the Project, which shall include site work, construction of the rail car repair facility, utility improvements, and track improvements. The capital investment for Phase I is expected to be $14,700,000.

2. The Capital Investment Incentive shall be paid in a lump sum within thirty (30) days following verification by LEDA or LEDA's third party accountants that Recipient has:

   i. Incurred at least $11,760,000 in capital expenditures (representing 80% of the expected capital investment for Phase I) during the period beginning May 1, 2026, and ending July 31, 2027; and

   ii. Obtained a Certificate of Occupancy for the Project's rail car repair facility on or before July 31, 2027.

3. Recipient shall provide to LEDA or LEDA's designated accounting representative such documentation evidencing capital investment as may be reasonably requested to verify the final capital expenditures for Phase I of the Project within ninety (90) days following completion of Phase I, but in no event later than October 31, 2027. LEDA and its representatives shall maintain the confidentiality of Recipient's records and shall return such records upon request, unless otherwise mutually agreed by the parties regarding record retention by Recipient or inspection access to LEDA.

8. **Conditions for Payment of Incentives**: It is specifically agreed and understood by and between the parties that LEDA has agreed to make the Capital Investment Incentive 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, provided, however, that LEDA shall provide one week's prior notice to Recipient.

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 construction of the Project as identified in Section 2B of this Agreement in Lubbock County 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 Slaton, Lubbock County and/or governmental entities which may have jurisdiction over Recipient's operations and activities.

E. 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 provided 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.

F. 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.

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G. Recipient agrees to cooperate in good faith with LEDA and LEDA's accountants in the confidential review and examination of records evidencing capital investment reasonably necessary to verify compliance with the conditions of the incentive payment. Failure to timely provide all information and documentation reasonably requested for such review may result in forfeiture of the incentive.

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.

I. Recipient agrees to remain current on and in compliance with all applicable tax obligations lawfully due. Failure to remain in good standing with respect to such obligations may result in the withholding or forfeiture of the incentive under this Agreement, as determined by LEDA.

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 with the material provisions of this Agreement, including but not limited to Sections 7 and 8(C) and 8(G), then LEDA, in its sole discretion, may terminate this Agreement and permanently suspend all future payments to Recipient. Notwithstanding the foregoing, LEDA may not terminate this Agreement unless (i) LEDA provides a written default notice to Recipient specifying a default in the performance of a material provision under this Agreement and (ii) such failure is not (x) excused by the occurrence of an event of force majeure or (y) cured by Recipient within sixty (60) days after the delivery of the default notice, or if such failure cannot be cured within such sixty (60)-day period, Recipient shall have such additional time to cure such default as is reasonably necessary as long as Recipient has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action.

B. Recipient has provided to LEDA an expected capital investment of $14,700,000 for Phase I of the Project, anticipated to be expended between May 1, 2026, and July 31, 2027, in the form of real property and personal property improvements. LEDA based its decision to grant the Capital Investment Incentive to Recipient based upon such capital investment. If the actual capital investment amount is significantly lower (20% or greater) than the expected capital investment, the incentive may be forfeited. Capital investment will be measured either by documentation of construction or personal property invoices to LEDA or LEDA's accountants by the stated deadline of October 31, 2027.

C. Recipient shall provide LEDA with a copy of the Certificate of Occupancy issued for the Project's facility no later than July 31, 2027, to be eligible for the incentive. Failure to provide this documentation by the stated deadline may result in incentive forfeiture.

10. **Assignment, Merger, and Termination Due to Merger, Etc.**: This Agreement shall not be assignable, either in whole or in part, except this Agreement may be assigned to any affiliate of Recipient or any successor or assign of Recipient by merger, consolidation or transfer or all of substantially all of the assets. Termination as the result of assignment not authorized by this Agreement shall not disqualify the remaining or new entity from applying to LEDA for new incentive consideration.

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.

LEDA ____ TTX ____
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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

TTX Company
Juan Almaraz
2151 Hawkins Street, Suite 1500
Charlotte, NC 28203

With a copy to:

TTX Company
Law Department
2151 Hawkins Street, Suite 1500
Charlotte, NC 28203

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, 8 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

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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.

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.

[signature page follows]

LEDA ____ TTX ____

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EXECUTED in multiple counterparts, each of which is an original, on this 24th day of June, 2026.

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

John Osborne, CEO and President

ATTEST:

Natalie Moore

RECIPIENT: TTX Company

Signed by:
Chad Thompson
1C6195DAF8BD418...
Signature

Chad Thompson VP Equipment
Name and Title

ATTEST:
Signed by:
Jason Rounds
14BF34B5ACDD463...

LEDA ____ TTX ____
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