

EXHIBIT

"A"

PROPERTY TAX ABATEMENT AGREEMENT

This Property Tax Abatement Agreement (this "*Agreement*") is entered into by and between the **City of Round Rock, Texas** (the "*City*"), a Texas home rule municipal corporation, and **Odyssey Technical Solutions, LLC** ("*Odyssey*") a Texas limited liability company.

RECITALS

WHEREAS, Odyssey has or will purchase a tract of land containing 2.702 acres as more fully described in the attached **Exhibit A**, (the "*Property*"), and intends to construct a thirty-two thousand square foot building to house its existing RF, DC and Microwave power equipment repair and refurbished sales business, as described in **Exhibit B** (the "*Facility*"); and

WHEREAS, by entering into this Agreement, Odyssey confirms its intent to construct the Facility thereby resulting in new economic development in City; and

WHEREAS, on the ____ day of _____, 2015, the City Council, of the City of Round Rock, Texas, adopted Ordinance No. _____ establishing Reinvestment Zone No. ____ (the "*Reinvestment Zone*") City of Round Rock, Texas for commercial/industrial tax abatement hereinafter referred to as "Ordinance No. _____", as authorized by the Texas Property Redevelopment and Tax Abatement Act, Chapter 312, Tax Code, V.A.T.S. as amended (the "*Tax Abatement Act*") ; and

WHEREAS, the Facility will be located within the Reinvestment Zone; and

WHEREAS, the City has adopted Sec. 38.22 of the Code of Ordinances which provides for appropriate guidelines and criteria governing reinvestment zones and tax abatement agreements to be entered into by the City as contemplated by the Tax Abatement Act; and

WHEREAS, the City has determined that the contemplated use of the Property and the Facility (as hereinafter defined) as well as the terms of this Agreement are consistent with encouraging development in the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with Sec. 38.22 and the guidelines and criteria adopted by the City and all applicable laws; and

WHEREAS, the Facility constitutes a major investment within the Reinvestment Zone that will substantially increase the appraised value of the Property within the Reinvestment Zone and will contribute to the retention of primary and secondary employment within the City; and

WHEREAS, Odyssey intends to transfer at least 48 jobs from its existing location and to add at least 7 new jobs in the near future; and

WHEREAS, the City finds that there will be no substantial adverse effects on the provision of governmental services or on its tax base and that the planned use of the Facility will not constitute a hazard to public safety, health, or welfare,

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Authorization. This Agreement is authorized by the Tax Abatement Act, and by Resolution of the City Council of the City of Round Rock, Texas dated _____ 2015.

Section 2. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) ***“Abatement”*** means the full or partial exemption from ad valorem taxes of certain property in the Reinvestment Zone as more particularly set forth in **Section 5**.

(b) ***“Abatement Period”*** means the period of time beginning January 1, 2016, and continuing until December 31, 2019.

(c) ***“Abatement Value”*** means the assessed value of the Eligible Property as determined annually by the WCAD on behalf of the City less the amount of the Base Year Value.

(d) ***“Base Year Value”*** means the assessed value of the Eligible Property on January 1, 2015 (or on January 1 of the year of execution of this Agreement if determined to be otherwise required by applicable law), as such value is determined by the Williamson Central Appraisal District (the “WCAD”) on behalf of the City.

(e) ***“City Guidelines”*** means the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Round Rock, Texas.

(f) ***“Eligible Property”*** means the Facility.

(g) ***“Facility”*** means the 32,164 square feet building to be constructed by Odyssey located on the Property in Round Rock, Texas within the Reinvestment Zone.

(h) ***“Force Majeure”*** means, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of the Government of the United States, the State of Texas, Williamson County, or the City of Round Rock or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; and any other inabilities of an Odyssey, whether similar to those enumerated or otherwise, which are not within the reasonable control of Odyssey.

(i) ***“Ineligible Property”*** means any personal property that was located in the Reinvestment Zone at any time before the period covered by this Agreement.

(j) ***“Recapture Liability”*** means the amount of ad valorem taxes that were abated as result of this Agreement that are subject to recapture by the City from Odyssey in the event of a default as described in **Section 8**.

(k) **"Reinvestment Zone"** means the reinvestment zone established on the ____ day of ____, 2015, in Ordinance No. ____ establishing Reinvestment Zone No. ____.

(n) **"WCAD"** means the Williamson Central Appraisal District of Williamson County, Texas.

Section 4. Subject Property. During the Abatement Period, the Facility shall be used with the general purpose of encouraging development or redevelopment within the Reinvestment Zone. The Property is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the City Council or by a member of the City Planning and Zoning Commission.

Section 5. Grant of Abatement. Subject to the terms and conditions contained herein, and subject to the rights of the holders of any outstanding bonds of the City, the City hereby grants the Abatement on the Abatement Value of the Eligible Property located within the Facility as follows:

(a)	Year 1 (2016)	100%
(b)	Year 2 (2017)	100%
(c)	Year 3 (2018)	75%
(d)	Year 4 (2019)	50%

Section 6. Taxable Property. During the Abatement Period, taxes shall be payable on the Eligible Property and the Ineligible Property located within the Reinvestment Zone as follows:

(a) The value of the Ineligible Property as defined herein shall be fully taxable; and

(b) The Base Year Value of the Eligible Property as determined by the WCAD shall be fully taxable.

Odyssey agrees that regardless of anything contained herein to the contrary, during the Abatement Period, the value of the Facility located within the Reinvestment Zone shall be rendered by Odyssey to the City for its fair market value or \$4,000,000, whichever amount is greater.

Section 7. Odyssey' Development Covenants. In consideration of the City's agreement to enter into this Agreement, Odyssey represents that it intends to construct the Facility for the purpose of operating a RF, DC and Microwave power equipment repair and refurbished sales business in the City and Odyssey acknowledges that the City's obligations hereunder are conditioned upon Odyssey's continued operation of said Facility throughout the term of this Agreement. In the event Odyssey fails to construct the Facility by June 1, 2016 (except if construction delays are caused by events of Force Majeure), the City may terminate this Agreement by giving Odyssey written notice of such termination.

As additional consideration, Odyssey agrees and covenants to transfer, retain, and add at least the number of jobs within the Facility set forth in the following schedule:

<u>Date</u>	<u>Transferred</u>	<u>Retained</u>	<u>New</u>	<u>Total</u>
On June 1, 2016	48	0	0	48
On December 31, 2016	0	48	7	55
On December 31, 2017	0	55	0	55
On December 31, 2018	0	55	0	55

Odyssey agrees to provide to the City annual employment reports on the form attached hereto as Exhibit C within sixty (60) days following the end of each calendar year during the Abatement Period. The City shall have the right to audit Odyssey payroll records to verify the number of jobs provided by Odyssey.

Section 8. Default. In the event that Odyssey (a) allows its ad valorem taxes to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (b) violates any of the material terms and conditions of this Agreement, Odyssey shall be considered in default. In the event that Odyssey defaults under this Agreement, the City shall give Odyssey written notice specifying such default. If Odyssey has not cured the default within thirty (30) days after its receipt of such written notice, the City may pursue any of its remedies for the collection of delinquent property taxes as provided generally in the Tax Code of the State of Texas.

Section 9. Abatement Recapture. In the event the City terminates this Agreement as a result of Odyssey' default and failure to cure same within thirty (30) days, or one hundred eighty (180) days, as applicable, after receipt of written notice specifying such default, the City may recapture and collect from Odyssey the Recapture Liability. Odyssey shall pay to the City the Recapture Liability within thirty (30) days after the date of termination, subject to any and all lawful offsets, settlements, deduction, or credits to which Odyssey may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed an amount equal to all taxes which were abated pursuant to this Agreement to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

Section 10. Certification and Inspections. No later than April 15 of each year of the Abatement Period, Odyssey must certify in writing to the City that Odyssey is in compliance with each applicable term of this Agreement and the City Guidelines and, if not in compliance, the steps Odyssey intends to take to be in compliance or a statement from Odyssey explaining in reasonable detail why compliance cannot be achieved. Odyssey agrees that the WCAD and the City, their agents and employees, shall, upon reasonable notice given at least one (1) business day in advance, have reasonable right of access to the Facility Monday through Friday between the hours of 9 a.m. Central Time and 5 p.m. Central Time in order to ensure that the installation of the Equipment in the Facility is in accordance with this Agreement and all applicable state and

local laws and regulations or valid waiver thereof. All inspections will be made with one or more representatives of Odyssey and in accordance with Odyssey' security policies and requirements, patient and employee privacy policies and requirements, and safety policies and requirements. At the time of annual certification, upon the City's written request, Odyssey shall also provide a calculation of the aggregate amount of Abatement Odyssey has previously received pursuant to this Agreement. In order to efficiently administer this Agreement, Odyssey agrees also to provide annually, no later than April 15, a full asset listing of personal property located in the Facility to the WCAD and such other information as may be reasonably necessary for the determination of the Abatement Value and assessment of the personal property for tax purposes, including any information required by the City Guidelines.

Each year the City will endeavor to send Odyssey a reminder of its obligation under this **Section 10**. However, the failure of the City to do shall not relieve Odyssey of its obligations hereunder.

Section 11. Rendition of Personal Property. During the Abatement Period, Odyssey shall, in accordance with the deadlines set forth by law, timely submit to the WCAD, a personal property rendition. The personal property rendition shall include the year of acquisition, cost and description of the personal property.

Section 12. Annual Tax Application. It shall be the responsibility of Odyssey, pursuant to V.T.C.A., Tax Code, § 11.43, to file an annual exemption application form with the WCAD. Odyssey shall provide the City with a copy of said exemption application form within 10 days of filing same with the WCAD. The Chief Appraiser of the WCAD shall annually determine and record both full taxable value of the Eligible Property and the Abatement Value in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the Recapture Liability owed in the event this Agreement is terminated in a manner that results in recapture pursuant to **Section 9**. Each year Odyssey shall furnish the Chief Appraiser with such information outlined in Chapter 22 of the Tax Code of the State of Texas, as may be necessary for the administration of the abatement specified herein. Odyssey shall be entitled to appeal any determination of the Chief Appraiser in accordance with the provisions of the Tax Code of the State of Texas.

Section. 13. Assignment. Odyssey may assign this Agreement to a new owner of the Property with the written consent of the City Council of the City, which consent shall not be unreasonably withheld, conditioned or delayed. An assignment to an Affiliate of Odyssey shall not require consent of the City Council of the City. Any assignment shall be in writing, and shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Upon such assignment of this Agreement by Odyssey, the Agreement shall be binding upon and inure to the benefit of the assignees and Odyssey shall be fully released from any and all obligations under this Agreement so assigned and shall have no further liability under this Agreement with respect to the matters so assigned.

Section 14. Notice. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given and become effective (a) if given by either party or its counsel via an express mail service or via courier or via receipted E-mail transmission if duplicate notice is also given via express

mail service or via courier or via certified mail, then if and when delivered to and received (or refused) by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (b) if sent via certified mail by either party or its counsel, then on the third business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested to the following addresses:

If to City, to: City of Round Rock
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400
Email: citymanager@roundrocktexas.gov

With a required copy to:

Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrllaw.com

If to Odyssey, to: Odyssey Technical Solutions
3916 Gattis School Road, Suite 108
Round Rock, Texas
Attn: Lisa Strong
Phone: (512) 989-7007
Email: lisa.strong@odysseyrf.com

Section 15. Applicable Law. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and shall be performable in Williamson County, Texas.

Section 16. No Liability. It is understood and agreed between the parties that Odyssey, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liability to third parties in connection therewith. It is further understood and agreed among the parties that the City, in performing its obligations hereunder, is acting independently, and Odyssey assumes no responsibility or liability to third parties in connection therewith.

Section 17. Estoppel Certificate. Any party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide

business purpose. Each party agrees to promptly execute and deliver any estoppel certificate requested pursuant to this **Section 17**. The certificate shall include, but not necessarily be limited to, statements (qualified to the best knowledge of the party providing the estoppel) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party (ies) to receive the certificate.

Section 18. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 19. Force Majeure. Whenever a period of time is prescribed for the taking of an action by either Party, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to Force Majeure. However, events of Force Majeure shall not extend any period of time for the payment of sums payable by Odyssey or the City hereunder.

Section 20. Entire Agreement. Other than that one certain Economic Development Program Agreement between the parties of even date herewith, this Agreement embodies the complete agreement of the parties hereto relating to matters in this Agreement, superseding all oral or written previous and contemporary agreements between the parties, and except as otherwise provided herein cannot be modified, amended, altered or revoked without written agreement of all parties hereto.

Section 21. Recordation of Agreement. A certified copy of this Agreement or a memorandum summarizing this Agreement, in recordable form may be recorded in the Deed of Records of Williamson County, Texas.

Section 22. Authority. The individuals executing this Agreement on behalf of the respective parties hereto represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Section 23. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Section 24. Time of Essence. Time is of the essence in this Agreement.

Section 25. Joint Drafting. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

Section 26. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the "*Effective Date*").

THE CITY OF ROUND ROCK, TEXAS,
a Texas Home Rule City

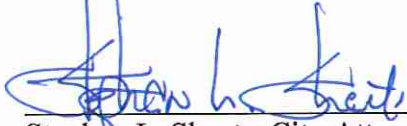
By: _____
Alan McGraw, Mayor

Date: _____

Attest:

Sara White, City Clerk

APPROVED AS TO FORM:



Stephan L. Sheets, City Attorney

ODYSSEY TECHNICAL SOLUTIONS, LLC
a James Ploude

By: James Ploude its President

Date: 10-29-2015

Acknowledgment

State of Texas
County of Williamson

This instrument was acknowledged before me on this the ____ day of _____, 2015 by
Alan McGraw, Mayor of the City of Round Rock, Texas.

Notary Public, State of Texas

Acknowledgment

State of Texas
County of Williamson

This instrument was acknowledged before me on this the 29 day of October, 2015 by
James Plourde, President of Odyssey Technical Solutions, LLC.

Notary Public, State of Texas

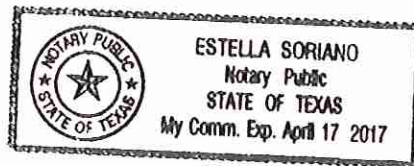
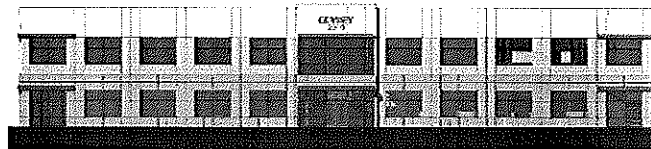
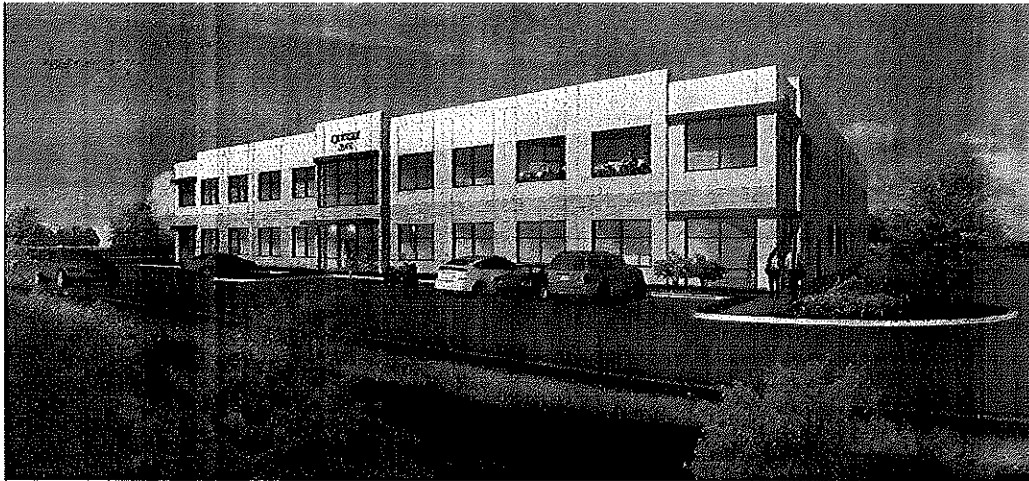


EXHIBIT A
(Property Description)

Lot 5, Block "A", Altman Business Park, a replat of Lot 3, Block A, Replat of Amanda Subdivision Lot 2 & 3, Block A, as shown by plat of record in the Williamson County, Texas plat records as document no. 2015088746

EXHIBIT B (Building Description)



BUILD FOR
 ALTMAN
 2000 STEAM WAY
 ALTMAN BUSINESS PARK
 ALTMAN

Odyssey's new Headquarters Building will be 32,164 sq feet on 2.702 acres at 2000 Steam Way in the Altman Business Park. The building is a tiltwall construction with conventional structural steel. The front 12,000 sq ft consists of a 2-story office area for administration, operations and engineering; an employee gym available before, during and after work hours; and an employee locker/breakroom area. The middle approximately 9,164 sq ft makes up the Repair Floor with space for 126 work benches and a parts room. The back 8,700 sq ft is our Warehouse with shipping and receiving areas, storage racks and 4 dock doors for delivery and pick-up. The final 2,300 sq ft is initially being finished out but set aside for future expansion. The building will have approximately 90 parking spaces for its specific use plus access to additional parking spaces in the Business Park's general parking area located in the front of the park.

Employment Report For
Calendar Year Ending December 31, 201__

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