

EXHIBIT

"A"

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this ____ day of _____, 2015, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("**City**"), and PROPORTION FOODS, LLC, a California limited liability company ("**PPF**").

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** ("**Program Resolution**"), establishing an economic development program and Resolution No. _____, attached hereto as **Exhibit B** (the "**Authorizing Resolution**"), authorizing the Mayor to enter into this Agreement with PPF in recognition of the positive economic benefits to the City through PPF's ownership or lease of the existing building and facility on a tract of land in the City more particularly described on the attached **Exhibit C** ("**Property**") (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the "**City Resolutions**"); and

WHEREAS, PPF directly or through a wholly owned subsidiary agrees to either (a) acquire the Property, or (b) lease the building on the Property, in each case as an office, food processing, storage and warehouse space (the "**Project**"); if PPF enters into a lease (the "**Lease**") with the then owner ("**Landlord**"), such Lease would be a triple net lease, pursuant to which PPF would be responsible for paying ad valorem property taxes related to the Property, and such Lease would be evidenced by a short form memorandum (the "**Memorandum**") which shall be recorded in the Official Records of Williamson County, Texas, when Landlord acquires the Project; the Memorandum shall, at a minimum, provide the identity of Landlord, identify PPF as the tenant and disclose the expiration date of the Lease (which shall be no earlier than the ten (10) year anniversary of the effective date of the Lease); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby the owner of the Property (*i.e.*, PPF, PPF's subsidiary or Landlord) agrees to finance the development and construction of the Project in conformance with the City's development approvals for the Project, and PPF agrees to operate the Project upon completion thereof; and

WHEREAS, PPF agrees that an amount in excess of \$13,000,000.00 will be incurred to complete the Project and install PPF's personal property and equipment to be used in connection with the operation of the Project; and

WHEREAS, PPF agrees that, over a five year period, at least 400 new Full-Time Equivalent Employees (as defined under **Sec. 2** of this Agreement) will be employed at the Project either by PPF, its Affiliate or a Staffing Agency (as defined under **Sec. 2** of this Agreement); and

WHEREAS, the City agrees to provide performance-based Economic Incentive Payments (as defined below) to PPF to defray a portion of the Project's costs;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and PPF agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolutions, and constitutes a valid and binding obligation of the City in the event PPF (directly or through a wholly-owned subsidiary) acquires the Property or enters into the Lease and the Project is developed. The City acknowledges that PPF is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to either acquire the Property or enter into the Lease and to commit substantial resources and money to develop the Project.

2. **Definitions.**

2.1 ***"Ad Valorem Property Tax"*** means the City's ad valorem property tax paid by PPF (or its wholly-owned subsidiary) to the City on the value of the Project.

2.2 ***"Affiliate"*** means all companies under common control with, controlled by, or controlling PPF. For purposes of this definition, "control" means any entity in which such person or entity or one or more members of such person or entity has a twenty-five percent (25%) or more beneficial interest

2.3 ***"Base Year Tax Payment"*** means the amount of the City's ad valorem property tax assessed against the Property for the 2015 tax year. The Base Year Tax Payment will increase by three percent (3%) each year after 2015, compounded on an annual basis.

2.4 ***"Economic Incentive Payment(s)" ("EIPs")*** means all of the payments required to be paid by the City to PPF as set forth in **Sec. 5.1**.

2.5 ***"Effective Date"*** is the date this Agreement is executed to be effective by the City and PPF.

2.6 ***"Full Time Employee"*** means an employee who works at the Project for an average of at least 40 hours per week. Full Time Employees shall include original hires and their replacements over time working at the Project, whether employed by PPF, its Affiliate or a Staffing Agency.

2.7 ***"Full Time Equivalent Employee" ("FTE")*** means a combination of employees, each of whom individually is not a full-time employee because he/she is not employed on average at least 40 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires and their replacements over time working at the Project, whether employed by PPF, its Affiliate or a Staffing Agency. FTEs shall include all Full Time Employees.

2.8 ***"Net Ad Valorem Property Tax"*** means the difference between the Ad Valorem Property Tax and the Base Year Tax Payment.

2.9 ***"Program"*** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolutions to promote local economic development and stimulate business and commercial activity within the City.

2.10 **“Project”** means PPF’s planned improvements to the existing building on the Property, as well as the equipment and personal property in the building.

2.11 **“Property”** means the tract of land more particularly described in **Exhibit C**.

2.12 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that is subject to recapture by the City from PPF in the event of a PPF default.

2.13 **“Staffing Agency”** means an agency or company engaged by PPF or its Affiliate to provide staffing at the Project, including, without limitation, staffing for factory workers, janitorial services and security services. The employees provided by the Staffing Agency may be employed by the Staffing Agency (and the Staffing Agency may be responsible for all taxes paid in respect of, and benefits given to, such employees). Employees employed by the Staffing Agency and working at the Project shall be considered FTEs, as applicable, for purposes of meeting the requirements contained herein.

3. **Term**. This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate on December 31, 2023, unless terminated earlier as provided herein.

4. **Rights and Obligations of PPF**. In consideration of the City’s compliance with this Agreement, PPF agrees as follows:

4.1 **Compliance with Development Regulations and Other Ordinances.** All development on the Property shall be in compliance with the City’s development approval processes, regulations and requirements and with City ordinances, including any City-approved PUD zoning ordinance for the Property.

4.2 **Improvements and Additions to Real and Personal Property.** In order to receive the benefits under this Agreement, PPF agrees to spend (either directly or as part of its tenant improvement allowance under the Lease) a cumulative total of at least \$13,000,000.00 in improvements to real property, additions to personal property and equipment within the City no later than December 31, 2017, and maintain such improvements, personal property and equipment with a historic cost of \$13,000,000.00.

4.3 **Provision of Jobs.**

4.3.1 **Initial Jobs**. No later than sixty (60) days after the City issues a Certificate of Occupancy for the Facility, at least 30 FTE’s will be working at the Project.

4.3.2 **Additional Jobs**. As additional consideration, at the end of each of the following calendar years, the total number of FTE’s identified in the corresponding row shall be employed at the Project:

<u>Date</u>	<u>Total</u>
On December 31, 2017	200
On December 31, 2018	250

On December 31, 2019	300
On December 31, 2020	350
On December 31, 2021	400
On December 31, 2022	400
On December 31, 2023	400

4.4 **Job Compliance Affidavit.** PPF agrees to provide to the City an annual Job Compliance Affidavit for each calendar year during the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as **Exhibit D**. City shall have the right, following reasonable advance notice to PPF, to audit PPF's records to verify that this obligation has been satisfied.

4.5 **PPF Accounting.** PPF shall maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. PPF shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4.6 **Submission of Data.** Within thirty (30) days following the end of each calendar year, PPF shall submit to the City the Job Compliance Affidavit and a schedule detailing the Ad Valorem Property Tax and the Net Ad Valorem Property Tax for such calendar year. As backup for the schedule, PPF shall submit the following:

- (a) A copy of all property tax receipts for the Project, including amended reports, filed by PPF for that calendar year showing the Ad Valorem Property Tax paid;
- (b) Such other data as the parties mutually determine reasonably appropriate to evidence the Ad Valorem Property Tax paid.

5. **Rights and Obligations of the City.** In consideration of PPF's compliance with this Agreement, the City agrees as follows:

5.1 **Economic Incentive Payments.**

5.1.1 **EIP's Based on Ad Valorem Property Tax.** City shall pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to PPF within thirty (30) days after PPF submits to the City the Job Compliance Affidavit and Ad Valorem Tax schedule for such calendar year as required in **Sec. 4.7** above. The EIPs are to be calculated as follows:

- (a) Calculations will be based upon the Net Ad Valorem Property Tax actually paid by PPF and collected by the City.

(b) The EIPs will be an amount equal to fifty percent of the Net Ad Valorem Property Tax actually paid to the City each year for seven years beginning with the 2017 tax year.

5.1.2 Additional Initial EIP's. In addition to the EIP's described in 5.1.1 above, the City shall, subject to the conditions set out herein, make annual EIP's to PPF in the amounts as set forth below:.

<u>Year</u>	<u>Amount of Annual EIP's</u>
2017	\$200,000
2018	\$100,000
2019	\$100,000

5.2 **Payments Subject to Future Appropriations.** Although certain payments under this Agreement are calculated based on a formula applied to Ad Valorem Property Taxes, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to PPF. The payments to be made to PPF, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City does not appropriate funds in any fiscal year for payments due under this Agreement, such failure shall not be considered a default under **Sec. 6.3**, and the City shall not be liable to PPF for such payments otherwise due during such fiscal year; however, the term of this Agreement shall be extended one (1) year for each year the City fails to appropriate funds for payments otherwise due under this Agreement. PPF shall also have the right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

5.3 **Utility Services for the Property.** The City shall provide water and wastewater service to PPF for the Project, subject to the same impact fees, utility rates and service charges assessed for water and waste water to similarly situated properties.

5.4 **Permitting.** The City shall cooperate with PPF to expeditiously process all City permit applications and City inspections.

5.5 **EIP Recapture.** In the event the City terminates this Agreement as a result of PPF's default, the City may, as its sole and exclusive remedy, recapture and collect from PPF the Recapture Liability. PPF shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which PPF may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were actually paid pursuant to this Agreement from the Effective Date 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.

6. **Miscellaneous.**

6.1 **Mutual Assistance.** The City and PPF will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

6.2 **Representations and Warranties.** The City represents and warrants to PPF that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. PPF represents and warrants to the City that it has the requisite authority to enter into this Agreement.

6.3 **Default.** If either the City or PPF should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, PPF shall have the right to pursue any remedy at law or in equity for the City's breach. If PPF remains in default after notice and opportunity to cure, the City's remedy shall initially be limited to suspension of the EIPs that accrue after the date of such default until such default is cured. After any such default is cured, the City shall promptly forward any such suspended payment to PPF. If PPF's default is not cured within sixty (60) days after PPF's receipt of a second notice of default from the City that clearly and conspicuously indicates the City's intention to terminate this Agreement, the City may terminate this Agreement by giving PPF written notice of such termination prior to the date PPF cures such default. Any EIPs owed by the City to PPF which is not timely paid by City (unless due to PPF's default) shall accrue interest 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 from the date such EIPs are due until paid. Any funds owed by PPF to the City which are not timely paid by PPF shall accrue interest 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 from the date such funds are due until paid. PPF's liability under this Agreement shall in no event exceed the EIPs actually paid to PPF, together with the interest that accrues thereon as provided herein.

6.4 **Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and PPF to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

6.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and PPF.

6.6 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

6.7 **Assignment.** PPF may assign all or part of its rights and obligations to a third party with the express written consent of the City (which consent shall not be unreasonably withheld, conditioned, delayed or denied).

6.8 **Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

6.9 **Termination.** In the event PPF elects not to proceed with the Project as contemplated by this Agreement, PPF shall notify the City in writing of such election, and this Agreement and the obligations on the part of both parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event the Project is not substantially completed and open for business by June 30, 2018 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving PPF notice thereof and an opportunity to cure in accordance with **Sec. 6.3** prior to the date the Project is opened for business.

6.10 **Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or 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:

If to City: 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@scrlaw.com

If to PPF: ProPortion Foods, LLC
4020 Compton Avenue
Los Angeles, California 90011
Attention: Todd Waldman; Brian Levy
Phone: (323) 231-7777
Email: todd@proportionfoods.com; brian@proportionfoods.com

Either party may designate a different address at any time upon written notice to the other party.

6.11 **Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

6.12 **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

6.13 **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.15 **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

6.16 **Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "*event of force majeure*"). An *event of force majeure* for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any *event of force majeure*

6.17 **Exhibits.** The following **Exhibits A - D** are attached and incorporated by reference for all purposes:

<u>Exhibit A:</u>	City Resolution No. _____
<u>Exhibit B:</u>	City Resolution No. _____
<u>Exhibit C:</u>	PPF Property Description
<u>Exhibit D:</u>	Job Compliance Affidavit

6.18 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture

among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the ____ day of _____, 2015 (the “*Effective Date*”).

(SIGNATURES ON FOLLOWING PAGES)

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Alan McGraw, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

PROPORTION FOODS, LLC,
a California limited liability company

By: _____
Its: _____
Date: _____

EXHIBIT A

(The “Program Resolution”)

RESOLUTION NO. R-2015-_____

WHEREAS, ProPortion Foods, LLC, (herein referred to as “PPF”) has expressed to the City of Round Rock (“City”) its desire to locate an office, food processing, storage and warehouse facility in the City which will provide jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program (“Program”) to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City offers to PPF a §380.001 Program in exchange for PPF locating an office, food processing, storage and warehouse facility in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit “A” attached hereto and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such

meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this _____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A (To Program Resolution)

ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the City has adopted Resolution No. _____, attached as **Exhibit A** (“***Program Resolution***”), establishing an economic development program and Resolution No. _____, attached hereto as **Exhibit B** (the “***Authorizing Resolution***”), authorizing the Mayor to enter into this Agreement with ProPortion Foods, LLC (“***PPF***”) in recognition of the positive economic benefits to the City through PPF’s direct or indirect ownership or lease of the existing building and facility on a tract of land in the City more particularly described on the attached **Exhibit C** (“***Property***”) (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the “***City Resolutions***”); and

WHEREAS, PPF agrees to occupy the building on the Property as an office, food processing, storage and warehouse space (the “***Project***”); and

The terms of the \$380,001 Economic Development Program to be offered to PPF in exchange for PPF's locating an office, food processing, storage and warehouse facility in the City of Round Rock are as generally outlined below:

1. To obtain such benefits, PPF (directly or through a wholly-owned subsidiary) shall:
 - 1.1. Own or lease the tract of land described as follows (collectively, the “Property”):
TRACT 1: Lot 1, LAKE CREEK CENTER SECTION TWO (REVISED), a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide 169 of the Plat Records of Williamson County, Texas. TRACT 2: Lots 2 and 3, LAKE CREEK CENTER-SECTION THREE, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet J, Slide 106 of the Plat Records of Williamson County, Texas.
 - 1.2. Occupy the building located thereon as an office, food processing, storage, and warehouse facility in the City (the “Facility”).
 - 1.3. Provide for at least \$13,000,000 in Facility improvements, equipment, and personal property to be expended in conjunction with the Project.
 - 1.4. Provide for a total of 400 FTE’s at the Facility, all of which shall be employed by PPF, its Affiliate or a Staffing Agency.
2. City’s obligations:
 - 2.1. City shall, subject to PPF’s satisfaction of its obligations set out above, make the Economic Incentive Payments to PPF based upon the ad valorem property taxes on the improvements and personal property as follows:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2017	50%
2018	50%
2019	50%
2020	50%
2021	50%
2022	50%
2023	50%

- 2.2 In addition, the City shall, subject to PPF's satisfaction of its obligations set out above, make the Additional Economic Incentive Payments to PPF as follows:

<u>Year</u>	<u>Amount of Annual EIP's</u>
2017	\$200,000
2018	\$100,000
2019	\$100,000

3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B

(The “Authorizing Resolution”)

RESOLUTION NO. R_____

WHEREAS, ProPortion Foods, LLC shall be referred to herein as (“PPF”); and

WHEREAS, PPF plans to locate a distribution and warehouse facility in the City which will provide jobs and additional tax base (“Facility”); and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby PPF will expend significant sums to construct and operate the Facility in conformance with the City’s development approvals for the Facility, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, an Economic Development Program Agreement with PPF, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted

RESOLVED this ____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT C

(The “Property Description”)

TRACT 1: Lot 1, LAKE CREEK CENTER SECTION TWO (REVISED), a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet M, Slide 169 of the Plat Records of Williamson County, Texas.

TRACT 2: Lots 2 and 3, LAKE CREEK CENTER-SECTION THREE, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet J, Slide 106 of the Plat Records of Williamson County, Texas.

EXHIBIT D

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ (NAME) _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OAT STATED AS FOLLOWS:

1. “MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. “I AM THE _____ (TITLE) _____ OF PROPORTION FOODS, LLC, AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. “AS OF DECEMBER 31, 201____, PROPORTION FOODS, LLC HAD THE FOLLOWING JOB POSITIONS (WHICH INCLUDE PERSONS NOT EMPLOYED BY PROPORTION FOODS, LLC WHO WORK AT THE PROJECT (e.g., PERSONS EMPLOYED BY AFFILIATES AND STAFFING AGENCIES WORKING AT THE PROJECT)):

EMPLOYEE ID NO.	JOB POSITION OR TITLE
------------------------	------------------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[illegible][illegible]

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS

4. ALL FULL TIME JOBS INCLUDED INDUSTRY STANDARD EMPLOYEE BENEFITS.

DATED THIS ____ DAY OF _____, 201__.

(PRINTED NAME)

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC, STATE OF TEXAS