

STATE OF TEXAS

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COUNTY OF BEXAR

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CITY OF SAN ANTONIO

TAX ABATEMENT AGREEMENT

FOR REAL AND PERSONAL PROPERTY

1. PARTIES

THIS AGREEMENT (the "Agreement") is entered into on this ___ day of _____ 2017 (the "Effective Date") by and between: (i) NEC Networks, LLC and NEC Services, LLC, collectively d/b/a CaptureRx, Texas limited liability companies (hereinafter referred to as "CAPTURERX"), who holds a leasehold interest in the real property described herein and owns personal property located on said real property, (ii) Graystreet 420 Broadway, LLC, a Texas limited liability company ("GRAYSTREET"), who owns the fee simple interest in the real property that is the subject of this Agreement, and (iii) the CITY of SAN ANTONIO, a municipal corporation, (hereinafter referred to as the "CITY"), acting by and through its City Manager under the authority of its City Council.

2. AUTHORIZATION AND FINDINGS

A. This Agreement is entered into pursuant to the following authorities:

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;
2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised by Ordinance No. 2016-12-15-1003 on November 15, 2016, together which established the City of San Antonio Guidelines and Criteria for Tax Phase-In and Reinvestment Zones, (hereinafter referred to as the "Guidelines and Criteria");
3. CITY COUNCIL ORDINANCE NO. 2017-__-__-____ dated _____, 2017, which designated the CAPTURERX REINVESTMENT ZONE (the "Reinvestment Zone"); and
4. CITY COUNCIL ORDINANCE NO. 2017-__-__-____, dated _____, 2017, which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement abide by the Guidelines and Criteria and approving this Agreement will not have any substantial long-term adverse effect on the provision of city services or the City's tax base and the planned use of the Property (defined below) inside the qualifying Reinvestment Zone by CAPTURERX for the uses contemplated herein will not constitute a hazard to public safety, health or morals.

3. PROPERTY

A. GRAYSTREET has a fee-simple interest in the real property located at 420 Broadway Street, San Antonio, TX 78205 (the "Property"), legally described in Exhibit A, attached hereto and incorporated herein, and GRAYSTREET has entered into a lease agreement with CAPTURERX (the "Lease") for the occupation of the leased premises in the Property for the term set forth in the Lease, which is a period of not less than the Abatement Term of this Agreement as described below. The Property is located within a qualifying Reinvestment Zone for the purposes of the Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312.

B. CAPTURERX has or intends to hold a leasehold interest in the leased premises on the Property and will control the leased premises on the Property for the Abatement Term of this Agreement and intends to relocate and expand its corporate headquarters to the leased premises on the Property following completion of: (i) real property improvements on the Property, which includes without limitation, the value of the improvements to the buildings on the Property (the "Real Property Improvements") and (ii) personal property improvements within its leased premises on the Property (the "Personal Property Improvements"). Following the completion of the Real Property Improvements and Personal Property Improvements, CAPTURERX will locate its corporate headquarters to the Leased Premises at the Property and conduct its Business Activities at the Property, which are defined for the purposes of this Agreement as the activities of a corporate headquarters in the development of computer software focused on solutions in healthcare (the "Business Activities").

C. In order for CAPTURERX to conduct the Business Activities on the Property, CAPTURERX shall invest or cause to be invested by GRAYSTREET certain Real Property and Personal Property Improvements in the cumulative amount of at least TEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$10,500,000.00). The real property improvements shall be in the amount of at least NINE MILLION DOLLARS AND 0 CENTS (\$9,000,000.00) (the "Real Property Improvements") and the personal property improvements shall be in the amount of at least ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$1,500,000.00) (the "Personal Property Improvements"). CAPTURERX's and GRAYSTREET's investment in the Property shall be determined following the completion of the second anniversary of this Agreement. No Personal Property Improvements shall be placed on the Property sooner than the Effective Date of this Agreement.

D. CAPTURERX shall establish separate tax accounts with the Bexar Appraisal District for the Real Property Improvements and the Personal Property Improvements, and provide these tax account numbers and the related entity information to the CITY. The information from such accounts shall be used to determine the value of CAPTURERX's and GRAYSTREET's investment in the Property. In the event Bexar

Appraisal District will not segregate the Real Property Improvements and the underlying land value into a separate tax accounts, then the respective value of the Real Property Improvements and the underlying land value shall be apportioned for purposes of this Agreement based on the respective tax value of the Real Property Improvements and the underlying land value.

4. CAPTURERX'S REPRESENTATIONS

A. CAPTURERX and GRAYSTREET represent that neither has knowledge that any interest in the Property is presently owned, held or leased by a member of the San Antonio City Council, Zoning Commission, Planning Commission, the City's Economic Development Department, or any other City officer or employee. CAPTURERX and GRAYSTREET further represents that neither shall knowingly sell, lease or otherwise convey an interest in the Property to a member of the San Antonio City Council, the Zoning Commission, the Planning Commission, the City's Economic Development Department or any other City officer or employee, as long as this Agreement remains in effect.

B. CAPTURERX represents that there is no litigation pending against CAPTURERX for any violations under the Occupational Safety and Health Act ("OSHA") in Bexar County.

5. CAPTURERX'S OBLIGATIONS

In order for CAPTURERX to take advantage of the tax abatement offered by the CITY CAPTURERX will be required to fulfill all of the obligations set forth within this Article 5.

A. In addition to all other obligations and/or duties imposed on CAPTURERX by any other incentive agreements it has entered into with the State of Texas, Bexar County and/or the City of San Antonio, if any, CAPTURERX is required to:

1) Lease the Real Property Improvements and own, hold an interest in, or otherwise control the Personal Property Improvements that are the subject of this Agreement; and

2) Invest, or cause to be invested, approximately TEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$10,500,000.00) in Real Property Improvements and Personal Property Improvements by June 30, 2018; and

(3) Use the leased premises at the Property for the Business Activities as described in this Agreement; and

(4) Retain not less than one hundred and fourteen (114) Full-time Jobs (as defined in Article 5 Section D) at the Property and create an additional two hundred forty (240) Full-time Jobs at the Property as follows:

Prior to June 30, 2018, CAPTURERX shall have retained not less than one hundred fourteen (114) Full-Time Jobs and created an additional forty (40) Full-Time Jobs in the Leased Premises at the Property for a cumulative total of one hundred fifty-four (154) Full-Time Jobs in the leased premises at the Property and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement;

Prior to June 30, 2019, CAPTURERX shall have retained not less than one hundred fifty-four (154) Full-Time Jobs in the leased premises at the Property and created an additional forty (40) Full-Time Jobs in the leased premises at the Property for a cumulative total of one hundred ninety-four (194) Full-Time Jobs and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement;

Prior to June 30, 2020, CAPTURERX shall have retained not less than one hundred ninety-four (194) Full-Time Jobs in the leased premises at the Property and created an additional forty (40) Full-Time Jobs in the leased premises at the Property for a cumulative total of two hundred thirty-four (234) Full-Time Jobs and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement;

Prior to June 30, 2021, CAPTURERX shall have retained not less than two hundred thirty-four (234) Full-Time Jobs in the leased premises at the Property and created an additional forty (40) Full-Time Jobs in the leased premises at the Property for a cumulative total of two hundred seventy-four (274) Full-Time Jobs and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement;

Prior to June 30, 2022, CAPTURERX shall have retained not less than two hundred seventy-four (274) Full-Time Jobs in the leased premises at the Property and created an additional forty (40) Full-Time Jobs in the leased premises at the Property for a cumulative total of three hundred fourteen (314) Full-Time Jobs and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement;

Prior to June 30, 2023, CAPTURERX shall have retained not less than three hundred fourteen (314) Full-Time Jobs in the leased premises at the Property and

created an additional forty (40) Full-Time Jobs in the leased premises at the Property for a cumulative total of three hundred fifty-four (354) Full-Time Jobs and from and after such date maintain this aggregate minimum staffing level ("Minimum Staffing Level") for the remaining duration of the term of the Agreement; and

(5) Comply with all other applicable terms of this Agreement.

B. CAPTURERX covenants and agrees to pay one hundred percent (100%) of its employees performing the Business Activities in the leased premises at the Property an annual salary, excluding benefits and bonuses, of FIFTY THOUSAND DOLLARS AND 0 CENTS (\$50,000.00) which exceed the City's effective "living wage" as determined by the City Council in its Tax Abatement Guidelines.

C. For the purposes of this Agreement, a "Full-Time Job" shall constitute the performance by one individual the amount of two thousand eighty (2,080) straight-time paid hours in a fiscal year.

D. CAPTURERX covenants and agrees that it shall offer all of its non-temporary employees performing Business Activities at the leased premises on the Property substantially similar employee benefits as those employee benefits offered to similarly situated employees of CAPTURERX (Exhibit B).

E. CAPTURERX covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.

F. CAPTURERX covenants and agrees that it shall conduct its Business Activities (as defined in Article 3, Paragraph A) in the leased premises at the Property in accordance with all applicable federal, state and local laws.

G. Any construction CAPTURERX performs or causes to be performed at the leased premises on the Property shall be in accordance with the Lease and all applicable federal, state and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended.

I. Except as provided herein, CAPTURERX covenants and agrees that it shall use the leased premises on the Property only to conduct its Business Activities. Without additional consent or approval by the City Council, a parent, subsidiary or affiliate organization of CAPTURERX or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of CAPTURERX, or any component thereof (hereinafter "Related Organization") may occupy and use the leased premises on the Property for such Related Organization's normal business activities, so long as such

business activities are those of a corporate headquarters of a computer software developer focused on solutions in healthcare or comparable to the Business Activities of CAPTURERX in the leased premises at the Property. To be eligible for the tax abatements as provided in this Agreement, such Related Organization must agree in writing to fully comply with all applicable terms of this Agreement. Except as authorized above, CAPTURERX covenants and agrees not to change the principal use of the leased premises at the Property without prior approval by the City Council, as evidenced in a duly approved ordinance.

J. Subject to the Lease, CAPTURERX and GRAYSTREET covenant and agree that they shall maintain the leased premises at the Property and any constructed improvements in good repair and condition during the Term of this Agreement, normal wear and tear and damage by fire or other casualty not caused as a result of the negligence, intentional act or misconduct of CAPTURERX excepted.

K. Subject to the Lease, CAPTURERX covenants and agrees that, upon five business days prior notice received by it from the CITY, CAPTURERX shall allow designated representatives of the CITY access to the leased premises at the Property during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. This inspection is independent of CITY'S police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances. The CITY's access to CAPTURERX's books and records will be limited to information needed to verify that CAPTURERX is and has been conducting Business Activities, and to verify the number of full-time employees at the Facility; provided, however, that the CITY shall not have the ability to obtain copies of CAPTURERX's records or remove any information or documents from CAPTURERX's files. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require CAPTURERX to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of CAPTURERX. CITY representatives may be accompanied by CAPTURERX representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of the Property or the Facility; and (b) comply with CAPTURERX's reasonable security requirements.

L. During the Term of this Agreement, CAPTURERX covenants and agrees to furnish each year, as applicable, the Chief Appraiser of Bexar Appraisal District with information outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax phase-in and for appraisal purposes.

M. Twice a year, CAPTURERX covenants and agrees to provide the CITY's Director of its Economic Development Department or designated representative with a certification from an officer of CAPTURERX attesting to the number of full-time jobs retained and created at the Property, as well as wages paid to such employees by CAPTURERX. CAPTURERX shall also submit this information to the CITY upon request, as deemed necessary at the sole discretion of the CITY, during the Term of this Agreement. The information provided shall be on the forms set forth in, or substantially

similar to the forms set forth in, Exhibit "C" (attached hereto and incorporated herein), as amended.

N. Reserved.

O. CAPTURERX covenants and agrees to notify CITY in writing at least 30 days prior to any transfer or sub-lease of CaptureRX's leased premises on the Property during the Term. Nothing contained herein or in this Agreement shall limit GRAYSTREET's rights to sell, transfer, lease, assign, sublease, mortgage, pledge or otherwise encumber the all or any portion of the Property and no notice from GRAYSTREET shall be required; provided, however, that any assignment of the leasehold interest of CAPTURERX in the leased premises on the Property during the Term shall require the CITY's approval pursuant to Article 11. CITY shall not unreasonably withhold approval of any requests for assignment of this Agreement by CAPTURERX under Article 11 and any new transferee requesting assignment shall be bound by same. Failure to provide the required notification under this Article 5, Paragraph O may render CAPTURERX subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

P. CAPTURERX covenants and agrees to notify CITY in writing at least 30 days prior to Relocating or Ceasing its Business Activities (as defined in Article 7, Paragraphs B and C). Failure to provide the required notification under this Article 5, Paragraph P may render CAPTURERX subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

Q. If, during this Agreement CAPTURERX fails to create and retain at least the minimum number of full-time jobs required under Article 5, Paragraph A of this Agreement, or CAPTURERX fails to pay at least the minimum wages required under Article 5, Paragraph B of this Agreement for a period of two (2) or more consecutive months, then the termination and recapture provisions of Article 7 of this Agreement shall apply against CAPTURERX.

R. If, during this Agreement, CAPTURERX and/or GRAYSTREET allow its ad valorem taxes due on the land, real and/or personal property or inventory and supplies to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, such failure may render CAPTURERX subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

6. TAX ABATEMENT

A. So long as CAPTURERX performs its Business Activities in the leased premises at the Property and otherwise performs all obligations set forth in Article 5 above, the CITY shall give GRAYSTREET a one hundred percent (100%) tax abatement for a period of six (6) years (the "Abatement Term") for the Real Property Improvements at the Property and CAPTURERX a one hundred percent (100%) tax abatement for a period

of six (6) years (the "Abatement Term") for the Personal Property Improvements at the Property commencing on the earlier to occur of: (a) substantial completion of the Real Property Improvements and commencement of Business Activities; or (b) July 1, 2018. The base year for calculating the value of the Real Property Improvements existing and located upon the Property prior to the effective date of this Agreement shall be January 1, 2017. The "Base Year Value" of the Personal Property Improvements not covered by this Agreement shall be its assessed value (determined by the Bexar Appraisal District), as of the Base Year and prior to the execution of this Agreement. This Agreement only provides for the abatement of taxes on the Personal Property Improvements brought onto the site after the execution of this Agreement.

B. At the commencement of the Abatement Term, CAPTURERX shall lease, have an interest in, or otherwise control the leased premises on the Property and shall be conducting its Business Activities on a daily basis and continuously throughout the Term of this Agreement.

C. Provided that CAPTURERX has invested or caused to be invested a minimum of a cumulative TEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$10,500,000) in Real Property Improvements and Personal Property Improvements as described in Article 5, Paragraph A(2) of this Agreement by July 1, 2018, CAPTURERX has hired and retained the number of employees specified in Article 5, Paragraph A (4) of this Agreement, CAPTURERX pays at least the minimum wages required under Article 5, Paragraph B of this Agreement, CAPTURERX uses the leased premises at the Property for its Business Activities, and CAPTURERX is otherwise in compliance with the conditions of this Agreement, then ONE HUNDRED PERCENT (100%) of the ad valorem taxes for the Real Property Improvements and Personal Property Improvements above the Base Year Value, shall be abated for the Abatement Term of this Agreement. There shall be no abatement of taxes for the underlying land value, inventory, or supplies.

D. CAPTURERX acknowledges and agrees that the Base Year Value of the Real Property Improvements and Personal Property Improvements and the tax levy based on said Base Year Value of the Real Property Improvements and Personal Property Improvements in the Zone shall not decrease, but taxes may increase and that the amount of property taxes paid by CAPTURERX to the CITY attributable to the Property during the Abatement Term shall not be less than the amount of taxes attributable to the Property paid to the CITY for the Base Year tax year, if any, except in the event of casualty or condemnation of the Real Property Improvements and Personal Property Improvements in the Zone.

E. Subject to the Lease, CAPTURERX and GRAYSTREET shall have the right to protest appraisals of the Property, real or personal, or any portion thereof, over and above the Base Year Value as applicable.

F. The term of this Agreement (herein, the "Term") shall commence on the Effective Date and shall continue in full force and effect unless terminated pursuant to the

provisions of Article 7 until the end of the fourth (4th) calendar year after expiration of the Abatement Term.

7. DEFAULT/TERMINATION/RECAPTURE

A. For purposes of this section, "Relocation" or "Relocate" shall mean CAPTURERX, or a Related Organization which has taken the place of CAPTURERX, transferring substantially all Business Activities to a location outside the Zone.

B. Should CAPTURERX occupy and use the leased premises at the Property for its Business Activities and subsequently Relocate (as defined in this Article 7, Paragraph A) during the Term, unless such Relocation is caused by a Force Majeure, as defined in Article 8, then CITY shall have the right to terminate this Agreement. Said termination shall be effective for the calendar year during which the Relocation occurred. Unless CAPTURERX presents credible evidence to clearly indicate a date of Relocation, CITY's determination shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY from CaptureRX and CITY shall be entitled to the payment of such recaptured taxes, calculated pursuant to Section 7(G), from CaptureRX within sixty (60) calendar days from the date it notifies CAPTURERX in writing of termination of this Agreement.

C. If CAPTURERX occupies and uses the leased premises at the Property for its Business Activities and subsequently ceases conducting Business Activities (or a substantial portion thereof) at the site for a continuous period of three (3) months during the Term of this Agreement for any reason, except if such cessation is caused by a Force Majeure as defined in Article 8, then the CITY shall have the right to terminate this Agreement. Said terminations shall be effective for the calendar year during which the leased premises at the Property was no longer used for the required purposes stated herein. Unless CAPTURERX presents credible evidence to clearly indicate a date of cessation, CITY's determination of a date of cessation shall be final and conclusive.

Upon termination, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY from CaptureRX and CITY shall be entitled to the payment of such recaptured taxes, calculated pursuant to Section 7(G) from CaptureRX within sixty (60) calendar days from the date it notifies CAPTURERX in writing of termination.

D. If CAPTURERX, a Related Organization or City-approved assignee fails to hire and retain the Minimum Staffing Level in the leased premises at the Property as described in Section 5(A)(4) of this Agreement, for any given year during the Term of this Agreement, calculated by the averaging of the two most current semi-annual Employee Wage Information for Tax Abatement Request Forms, or substantially similar form, (Exhibit "E") for such calendar year of noncompliance, then for each such calendar year of noncompliance, the tax abatement shall be reduced in the following tax year by

the same percentage as the deficiency in the Minimum Staffing Level in the leased premises at the Property. *For example*, if CAPTURERX hires and retains ninety percent (90%) of the Minimum Staffing Level in the leased premises at the Property in a given year, CAPTURERX shall be entitled to ninety percent (90%) of its ad valorem real and personal property tax abatement for the Property for the following year.

However, should CAPTURERX fail to hire and retain at least fifty percent (50%) of the Minimum Staffing Level in the leased premises at the Property in a given year (the "Minimum Threshold") then, at the option of CITY, this failure may be grounds for termination of this Agreement. Said termination shall be effective for the calendar year during which the Minimum Threshold in the leased premises at the Property as stated herein has not been met as required.

Upon termination for CAPTURERX's failure to maintain the Minimum Threshold, any and all taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured by CITY from CAPTURERX and CITY shall be entitled to the payment of such recaptured taxes, calculated pursuant to Section 7(G) within sixty (60) calendar days from the date it notifies CAPTURERX in writing of termination of this Agreement.

E. During the Term, CITY may declare a default if CAPTURERX fails to comply with any of the terms of this Agreement. Should CITY determine CAPTURERX is in default under any of the terms of this Agreement; CITY will notify CAPTURERX in writing at the address below in Article 9. If said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the "Cure Period"), then CITY shall have the right to terminate this Agreement. In the event that a default by CAPTURERX cannot be cured within sixty (60) days after the date on which CAPTURERX has received notice of such default, then the CITY shall not have the ability to terminate this agreement based on such default so long as CAPTURERX has commenced to cure such default within the sixty (60) day cure period and the Parties agree that such cure is being diligently pursued to its completion. If the Agreement is terminated as a result of default, all taxes abated shall be due for the tax year during which the termination occurred and shall accrue without further abatements for all tax years thereafter; in addition, CITY shall have the right to recapture from CAPTURERX all previously abated property taxes under this Agreement, calculated pursuant to Section 7(G), and said taxes shall be paid by CAPTURERX within sixty (60) calendar days of receiving CITY'S written notification of recapture.

F. Other Remedies Available. Unless otherwise stated herein, CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture, if CAPTURERX defaults under the terms of this Agreement. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which CAPTURERX may be entitled. The termination and/or recapture of taxes provided in this Article 7 are not applicable to situations involving minor changes to the description of the Property, or changes in ownership or in management thereof, so long as CAPTURERX, a Related Organization

or its CITY-approved successor or assignee continues conducting Business Activities or other authorized activities at the Property as provided hereinabove.

G. Calculation of Taxes Subject to Recapture. If CAPTURERX fails to comply with any of the terms of Article 7, (A)-(C) or the requirements for the Minimum Threshold defined in Article 7, Section (D) of this Agreement, then the CITY shall have the right to recapture from CAPTURERX a percentage of the abated taxes based on the following table:

TERM YEAR	TOTAL TAX PREVIOUSLY ABATED SHALL BE MULTIPLIED BY:
Before commencement of Abatement Term	0%
During the Abatement Term	100%
First year after expiration of Abatement Term	100%
Second year after expiration of Abatement Term	75%
Third year after expiration of Abatement Term	50%
Fourth year after expiration of Abatement Term	25%

FORMULA: The recapture formula shall be:

$$\begin{array}{ccccc} & & \text{Applicable Percentage} & & \text{Amount to be} \\ & & & & \\ \text{Total Taxes Abated} & \times & & = & \\ & & \text{from above Schedule} & & \text{Recaptured} \end{array}$$

CITY shall recalculate the amount of recapture pertaining to each tax year utilizing the above formula. A bill for each year will then be sent to CAPTURERX.

8. **AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)**

For purposes of this section, "Force Majeure" is defined as an act of God or a natural disaster. It also includes explosion, fires, floods, or other casualty or accident which is not the result of an intentional act or misconduct on the part of CAPTURERX. In addition to relief expressly granted in this Agreement, CITY may grant relief from performance of this Agreement if CAPTURERX is prevented from compliance and performance by an event of Force Majeure. The burden of proof for the need for such relief shall rest upon CAPTURERX. To obtain release based upon this Article 8, CAPTURERX must file a written request with the CITY'S Economic Development Department for processing to City Council for a decision, authorized by a duly approved Ordinance.

9. NOTICE

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service as applicable; all other notices shall be effective upon receipt. From time to time, either party may designate another address for all purposes under this Agreement by giving the other party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO CAPTURERX:

- (Whether personally delivered or mailed):

If before June 30, 2018:

NEC Networks, LLC
Attn: Craig Howard, Chief Financial Officer
219 E. Houston Street
San Antonio, TX 78205

If after June 30, 2018:

NEC Networks, LLC
Attn: Craig Howard, Chief Financial Officer
420 Broadway Street
San Antonio, TX 78205

TO GRAYSTREET PARTNERS

- (Whether personally delivered or mailed):

Graystreet Houston-315 E. Houston Street LLC
Graystreet Houston-305 E. Houston Street LLC
4515 San Pedro Avenue
San Antonio, TX 78212

TO CITY:

- If mailed:

Economic Development Department
Attn: Director
P.O. Box 839966
San Antonio, Texas 78283-3966

- If by personal or overnight delivery:

Economic Development Department
Attn: Director
Frost Bank Tower
100 W. Houston St., 19th Floor
San Antonio, Texas 78205

10. **CONDITION**

This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly approved Ordinance Number 2017-0__-09-____, dated _____, 2017.

11. **ASSIGNMENT**

Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred only with City Council's prior approval (which approval shall not be unreasonably withheld), as reflected in a duly adopted ordinance. CAPTURERX must submit a written request to CITY for approval of the proposed assignment or other transfer at least thirty (30) days prior to the effective date of the assignment or transfer of any part of its leasehold interest in the leased premises in the Property; however, no City Council consent is required for an assignment or transfer to a parent of CAPTURERX, a subsidiary of CAPTURERX, an affiliate entity of CAPTURERX, or to any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of CAPTURERX or a related organization. However, CAPTURERX shall give CITY prior written notice of all assignments or other transfers that do not require City Council consent, as required under Article 5, Paragraph I. All future assignees shall be bound by all terms and/or provisions and representations of this Agreement.

12. **GENERAL PROVISIONS**

A. None of the property improvements described in this Agreement are financed by tax increment bonds.

B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY related to this project. No bonds for which the CITY is liable have been used to finance this project.

C. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. CAPTURERX acknowledges that City Council approval is required for any and all of these actions.

13. SEVERABILITY

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

14. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate related to this project (hereafter referred to as "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of CAPTURERX or other party designated by CAPTURERX which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

15. OWNER STANDING

CAPTURERX and GRAYSTREET, each as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and CAPTURERX shall be entitled to intervene in said litigation.

16. APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas and is performable in Bexar County, Texas, the location of the ZONE.

17. CONFLICTS OF INTEREST.

CAPTURERX warrants and undertakes that no council member, employee or agent of CITY will receive from or give to any director, employee or agent of CAPTURERX any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with this Agreement except as expressly provided for in the Agreement. CAPTURERX shall promptly notify CITY any breach of this Section and any consideration received as a result of such breach shall be paid over or credited to CAPTURERX, without prejudice to the right of CAPTURERX to seek compensation or claim damages or any other rights that CAPTURERX may have under applicable law.

18. DUPLICATE ORIGINALS

This Agreement shall be executed in two duplicate originals, with a duplicate original going to each party.

Signatures appear on next page.

EXECUTED and **AGREED** to as of the ____ day of _____, 2017 (the "Effective Date").

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Sheryl L. Sculley
CITY MANAGER

**NEC NETWORKS, LLC d/b/a
CAPTURERX**
a Texas limited liability company


Craig Howard
Chief Financial Officer

ATTEST:

Leticia Vacek
CITY CLERK

NEC SERVICES, LLC
Texas limited liability company


Craig Howard
Chief Financial Officer

GRAYSTREET 420 BROADWAY LLC
a Texas limited liability company

APPROVED AS TO FORM:

CITY ATTORNEY

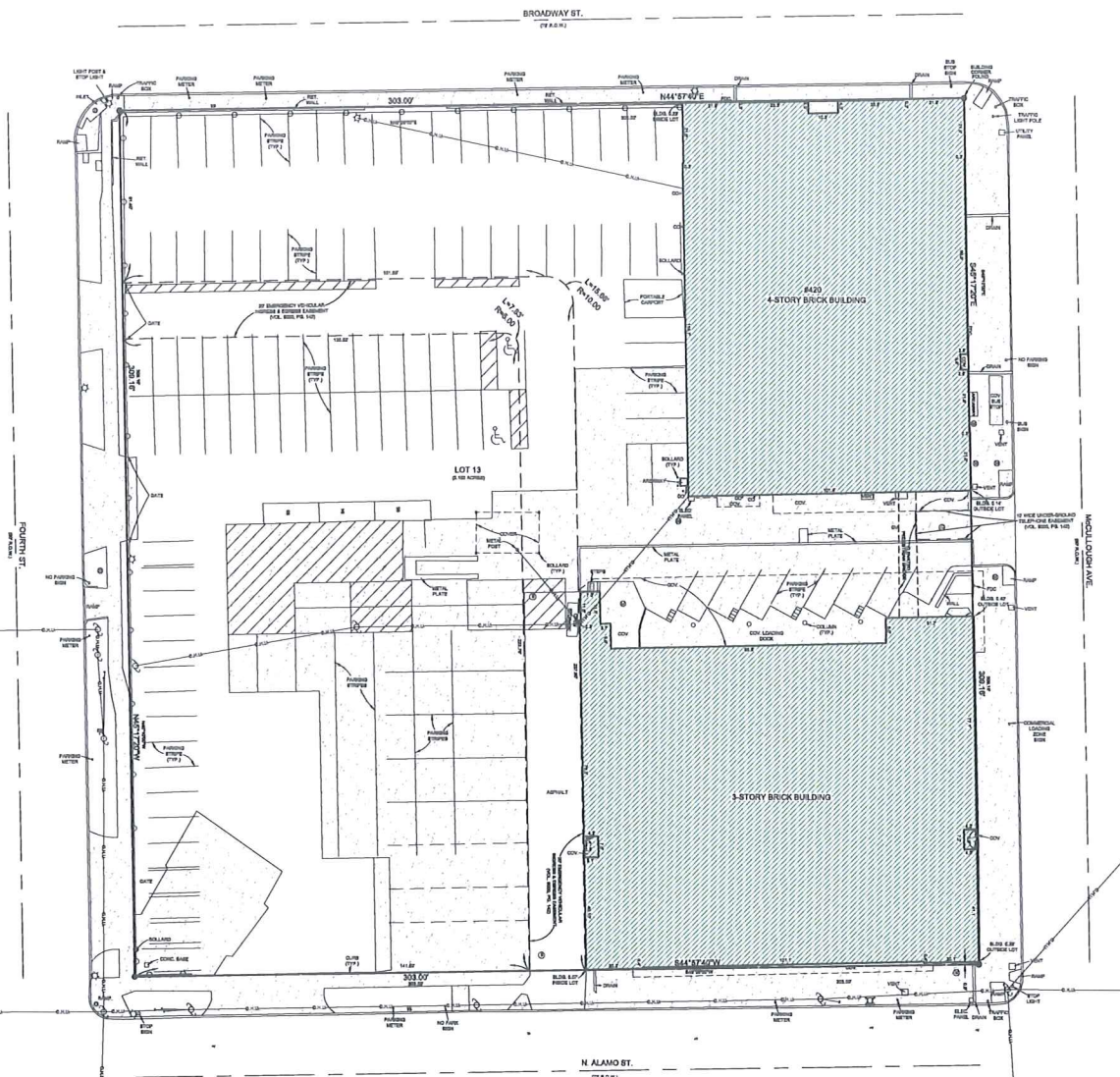
Name
Title

EXHIBIT A: Property Description

EXHIBIT B: Employee Benefits

EXHIBIT C: Monitoring Form

EXHIBIT A: PROPERTY DESCRIPTION



(C.) HISTORIC DESIGNATION: VERIFIED CERTIFICATE, RECORDED IN VOLUME 16817, PAGE 1967, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS (NON-PLOTTABLE)

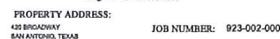


EXHIBIT B: EMPLOYEE BENEFITS

- Medical benefits
- FSA (Flexible Spending Account) and HSA (Health Spending Account) plans
- Dental and vision benefits
- Employer paid short and long-term disability
- Life insurance
- Employee Assistance Program
- Tuition Reimbursement
- 401K Retirement Savings plan
- Paid Time Off
- Paid holidays
- Dependent Child Care
- Adoption Assistance
- Commuter Benefits
- Payroll Direct Deposit
- Annual Bonus Program
- Wellness program
- Training and Development opportunities including new employee orientation and job specific training

EMPLOYMENT C: NUMBER OF JOBS AND WAGE INFORMATION FORM



City of San Antonio
Economic Development Department
Incentive Reporting Form

Company Name:

Reporting Period:

Name/Phone/Email of Person Preparing Report:

Real Property: expenditures associated with real property improvements during reporting period (Verification may include AIA forms, receipts, invoices, request for payment from contractor, etc.)	
1. Real Property improvements reported last reporting period	\$
2. Real Property improvements made since last reporting period	\$
3. Total cumulative Real Property improvements made <i>(Attach supporting documents.)</i>	\$
Personal Property: expenditures associated with personal property improvements during reporting period (Verification may include receipts, invoices, requests for payment, etc.)	
4. Personal Property improvements reported last reporting period	\$
5. Personal Property improvements made since last reporting period	\$
6. Total cumulative Personal Property improvements made <i>(Attach supporting documents.)</i>	\$
Inventory/Supplies: (Verification may include receipts, invoices, requests for payment, etc.)	
7. Inventory and Supplies improvements reported last reporting period	\$
8. Inventory and Supplies improvements made since last reporting period	\$
9. Total cumulative investment on Inventory and Supplies made <i>(Attach supporting documents.)</i>	\$
Jobs: full-time (2,080 straight-time paid hours) jobs created during reporting period (Verification: payroll registers with total number of employees, dates of hire, hourly wages, etc.)	
10. Total number of jobs reported at the facility last reporting period <i>(For supporting documents, see above.)</i>	
11. Jobs created during reporting period	
12. Total number of jobs reported at the facility this reporting period	
13. What is the minimum hourly wage paid at the facility <i>(For supporting documents, see above.)</i>	
14. Percent of workforce receiving premium wages. <i>(Refers to percentage of workforce earning the all-industry wage)</i>	
Additional Contractual Obligations (As applicable per your Agreement)	
15. Percent of workforce that is local.	
16. Percent of workforce that is economically disadvantaged (attach information regarding company's good-faith efforts).	
17. Regarding employee benefits, please attach separate sheet demonstrating compliance with your agreement.	
Certification:	
I certify, under penalty of perjury, that the information provided in this report and the attached documents is correct, and that the company has complied with all terms and conditions of its agreement with the City of San Antonio.	

Signature:

Date:

Printed Name:

Title:

Mail original signed form, with supporting documents, to: Economic Development Department, Operations & Monitoring, City of San Antonio, P. O. Box 839966, San Antonio, Texas 78283-3966. For questions regarding this report, please contact the Economic Development Department, at 210/207-0150 or e-mail: monitoringandops@sanantonio.gov.