MASTER DEVELOPMENT AGREEMENT FOR

QUALIFIED INFRASTRUCTURE IMPROVEMENTS

AMONG

CITY OF FRISCO,
FRISCO ECONOMIC DEVELOPMENT CORPORATION,
FRISCO COMMUNITY DEVELOPMENT CORPORATION

and

THEMIX PARTNERS LLC

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MASTER DEVELOPMENT AGREEMENT
FOR QUALIFIED INFRASTRUCTURE IMPROVEMENTS

This Master Development Agreement for Qualified Infrastructure Improvements ("this Agreement) is hereby executed of this 15th day of October, 2024 ("Effective Date"), by and among the CITY OF FRISCO, TEXAS, a municipal corporation of the State of Texas and a home rule city ("City"'), FRISCO ECONOMIC DEVELOPMENT CORPORATION (the "FEDC"), FRISCO COMMUNITY DEVELOPMENT CORPORATION (the "FCDC", which together with the City and the FEDC are called the "Public Entities"), and THEMIX PARTNERS LLC, a Delaware limited liability company ("Developer"). City, FCDC, FEDC and Developer are sometimes referred to herein collectively as the ("Parties") or singularly as a ("Party").

R E C I T A L S

WHEREAS, the Developer represents and warrants that it is the 100% sole member of and fully controls WP Development Partners LLC, the owner of fee title to a certain tract of property located within the corporate limits of the City of Frisco, Texas, consisting of approximately 112 acres, located at the southeast corner of Lebanon Road and Dallas Parkway and further described in attached **Exhibit "A"** (the "Property"), and to be known as The Mix.

WHEREAS, the Developer proposes to develop a master-planned, mixed-use project including Class A office, Class A medical office, retail, restaurants, hotels, open space and residential development on the Property as outlined below, and conceptually shown in an attached **Exhibit "B"** (the "Project").

WHEREAS, the Property is required to be developed and used in accordance with City of Frisco Planned Development Ordinance No. 2023-10-49 (PD-247-Office-2/Retail/Residential), as it exists or may be amended (and any successor ordinance) (the "PD Ordinance") and other applicable City ordinances, standards and regulations, as they exist or may be amended.

WHEREAS, Developer plans to develop the Project on the Property in phases as referenced in the PD Ordinance.

WHEREAS, Developer intends to construct on the Property within the first phase of the Project ("Phase One") certain improvements including the following (the "Phase One Improvements"):

(i) at least 114,000 square feet of medical office space in a "Class A" office, as that term is defined in Section 3.c.iii.(b)(iii) of the PD Ordinance;

(ii) an upscale grocery store (being a Whole Foods Market, Central Market, or similar upscale grocery brand) containing at least 40,000 square feet of space (the "Upscale Grocery Store");

(iii) at least 33,000 square feet of "Upscale Retail" as that term is defined in Section 3.c.iii.(b)(iv) of the PD Ordinance beyond the square footage contained in the Upscale Grocery Store (the "Phase One Upscale Retail");

(iv) at least 630 residential units in "Townhome" or "Urban Living" buildings as those terms are defined in Sections 2.f. and 2.g. of the PD Ordinance for the Property (residential units required for the Agreement but do not receive incentives) (the "Phase One Residential Units"); and

(v) all open space improvements required by the City for Phase One of the Project, including, but not limited to, those described in the PD Ordinance (the "Phase One Open Space Improvements").

WHEREAS, Developer intends to construct on the Property within the second phase of the Project ("Phase Two"), a subterranean structured parking garage, to be constructed in the area of the Property identified on Exhibit C.3 of the PD Ordinance as the area in which an underground parking garage will be constructed, containing no less than 2,250 spaces (the "Parking Garage"), of which at least 500 of the spaces must be Public Parking Spaces;

WHEREAS, for purposes of this Agreement, the term "Public Parking Spaces" shall mean parking spaces in the Parking Garage that: (a) are open, available and free to members of the public from 6:00 PM to midnight every Monday through Friday, and from 7:00 AM to midnight Saturdays and Sundays, with the exception of during special events (e.g. concerts, fairs, exhibitions); and (b) meet the retail/commercial parking space dimensions and physical design requirements in effect as of the Effective Date of this Agreement, each of which may be accessed independently, without the need to move any other vehicle (***i.e.***, "stacked" parking spaces do not qualify). With the exception of Upscale Retail, Hotel, and "Class A" office uses, as defined in the PD Ordinance, the Public Parking Spaces shall not be included in any totals or calculations for verifying that sufficient code required parking spaces have been provided for any building, improvement, or structure, including, but not limited to, any Townhome, Urban Living, or other residential use, it being the intention of the Parties that the Public Parking Spaces are for the general public to utilize and enjoy the amenities of the Project.

WHEREAS, the Developer has requested financial assistance from the FCDC and the FEDC to plan and construct certain infrastructure improvements to assist in the development of the Project, as well as a general economic development grant from the City and/or an entity created by the City to incent economic and commercial activity within the Property.

WHEREAS, the City, the FCDC and the FEDC each propose an economic development grant to provide funding for expenditures that are found by the City, FCDC and FEDC to be required or suitable for infrastructure necessary to promote new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, internet and telecommunication facilities, and related improvements, including the Parking Garage (collectively, the "Qualified Infrastructure") on the terms and subject to the conditions set forth below.

WHEREAS, the Developer represents the total estimated combined cost of the Qualified Infrastructure necessary for Phase One of the Project (the "Phase One Infrastructure") and the Parking Garage is at least One Hundred Thirteen Million Four Hundred Twenty-Five Thousand Dollars ($113,425,000.00).

WHEREAS, the City and Developer now desire to set forth the definitive terms and conditions governing the development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
FEDC PHASE ONE INFRASTRUCTURE GRANT AND PHASE ONE PERFORMANCE REQUIREMENTS

1.1 FEDC Phase One Infrastructure Grant. Subject to Developer's compliance with the Phase One Performance Requirements (defined below), the FEDC shall provide to Developer an economic development grant under the provisions of Chapters 501, 502, and 504 of the Texas Local Government Code to construct the Phase One Infrastructure. The amount of the grant shall be equal to the lesser of (i) the actual cost of the Phase One Infrastructure, or (ii) Ten Million Dollars ($10,000,000.00) (the "FEDC Phase One Infrastructure Grant").

1.2 Phase One Performance Requirements. Developer shall meet the following minimum performance requirements (collectively, the "Phase One Performance Requirements") to qualify for the FEDC Phase One Infrastructure Grant based on verification of performance documentation submitted by Developer and reasonably acceptable to FEDC, in accordance with the terms and conditions specified in this Agreement:

(a) Documentation (i) within 180 days after the Effective Date of this Agreement that the Western perimeter and Southern perimeter of the area of the Property where the Parking Garage will ultimately be constructed, which is currently an excavated hole (the "Hole") has been screened from view in accordance with **Exhibit "E"** attached hereto, and (ii) on or before December 31, 2033 that the Hole remained screened from view until the Parking Garage was completed, with the exception of temporary removal or relocation of screening for purposes of construction of the subterranean garage.

(b) Documentation of final acceptance of the construction and completion of the Phase One Infrastructure in accordance with all applicable City Codes and Ordinances on or before December 31, 2026.

(c) Documentation on or before December 31, 2027 that (i) a permanent Certificate of Occupancy was obtained from the City for the Upscale Grocery Store, and (ii) the Upscale Grocery Store has been fully operational and open to the public for at least thirty (30) days.

(d) Documentation on or before December 31, 2027 that (i) one or more permanent Certificates of Occupancy were obtained from the City for at least eighty percent (80%) (26,400 square feet) of the Phase One Upscale Retail, and (ii) such Phase One Upscale Retail has been fully operational and open to the public for at least thirty (30) days.

(e) Documentation on or before December 31, 2028 that Green Tag Shell Certificates have been obtained from the City for at least 114,000 square feet of medical office space in a "Class A" office, as that term is defined in Section 3.c.iii.(b)(iii) of the PD Ordinance, within Phase One of the Project.

(f) Documentation on or before December 31, 2030 that one or more permanent Certificates of Occupancy were obtained from the City for all of the Phase One Residential Units.

(g) Documentation on or before December 31, 2033 that (i) a permanent Certificate of Occupancy was obtained from the City for the Parking Garage, and (ii) the Parking Garage contains no less than 2,250 spaces, including at least 500 Public Parking Spaces.

(h) Documentation reasonably acceptable to the FEDC verifying that the actual combined cost of the Phase One Infrastructure and the Parking Garage is at least One Hundred Thirteen Million Four Hundred Twenty-Five Thousand Dollars ($113,425,000.00) on or before December 31, 2033.

(i) Documentation of completion of construction of the Phase One Improvements on or before December 31, 2033.

(j) Documentation that the Phase One Improvements comply with the "Building Materials Standards" for the City set forth in the attached **Exhibit "C"**, on or before December 31, 2033. City approval of building permits and site plans, along with verification that the Phase One Improvements were constructed in accordance with such approved building permits and site plans, shall constitute satisfaction of this documentation requirement, provided Developer shall provide to FEDC copies of such approved building permits and site plans.

(k) Documentation on or before December 31, 2033 that Developer has caused all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more for construction of the Phase One Improvements, the Parking Garage, the Phase One Infrastructure, and any other improvements or infrastructure within Phase One of the Project to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

(l) Documentation on or before December 31, 2033 that Developer engaged Texas Economic Partners, LLC or a mutually agreed qualified firm ("Consultant") as a consultant prior to commencing construction of the Phase One Improvements, the Phase One Infrastructure, and any other improvements or infrastructure within Phase One of the Project to assist Developer in the drafting, implementation, and management of the separated materials contracts on or before the negotiation and award of any construction contract.

(m) Documentation that Developer has dedicated or caused to be dedicated, at no cost to the City, all rights-of-way dedications and easements reasonably necessary for water, sewer, streets, public ways, thoroughfares and other public improvements on the Property for Phase One on or before December 31, 2033.

(n) Documentation on or before December 31, 2033 that the Phase One Open Space Improvements have been completed by Developer and approved by the City.

(o) Documentation that a Company Meeting, as defined herein, was held within thirty (30) days after a request from the FEDC if so requested by FEDC. For the purposes of this Agreement, "Company Meeting" refers to a mandatory meeting between Developer and the FEDC to review the list of compliance documentation and related processes for the Phase One Performance Requirements and the Tax Grant Performance Requirements stated in this Agreement. The City will verify with the FEDC if the request was timely made by the FEDC and if Developer complied.

1.3 Payment of FEDC Phase One Infrastructure Grant. Within forty-five (45) days after verification of performance documentation submitted by Developer and reasonably acceptable to the FEDC verifying that all of the Phase One Performance Requirements have been completed in accordance with the terms and conditions specified in the Agreement, the FEDC shall pay the FEDC Phase One Infrastructure Grant. FEDC shall use its best efforts and due diligence to verify if Developer has satisfied the performance requirements within forty-five (45) days of receipt of the last required documentation of performance satisfaction by Developer.

ARTICLE II.
CITY, FCDC, AND FEDC SALES TAX GRANTS AND CITY AD VALOREM TAX GRANT

2.1 City Sales Tax Grant. The City shall provide to Developer an economic development grant under the provisions of Chapter 380 of the Texas Local Government Code to promote business and commercial activity on the Property (the "City Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the City's share of the retail sales tax revenue (one-half of one percent of taxable sales) generated by the retail and commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "City Sales Tax") beginning upon satisfaction of all Tax Grant Requirements set forth in Article IV below and terminating December 31, 2054 (the "City Sales Tax Grant Term").

2.2 Maximum City Sales Tax Grant. The City Sales Tax Grant shall continue until the earlier of (i) the end of the City Sales Tax Grant Term, or (ii) until the Developer has received from the City Sales Tax Grant, the FCDC Sales Tax Grant, the FEDC Sales Tax Grant, the City Ad Valorem Tax Grant, and the TIRZ Grant (the City Sales Tax Grant, the FCDC Sales Tax Grant, the FEDC Sales Tax Grant, the City Ad Valorem Tax Grant, and the TIRZ Grant being hereinafter collectively referred to as the "Tax Grants") a combined total of One Hundred Three Million Four Hundred Twenty-Five Thousand Dollars ($103,425,000.00). For the avoidance of doubt, the FEDC Phase One Infrastructure Grant is not included in the maximum total of $103,425,000.00 described herein.

2.3 City Sales Tax Grant Limited to City Sales Tax Grant Term. In the event the Developer does not receive the maximum amount of the City Sales Tax Grant proposed herein during the City Sales Tax Grant Term, the City shall have no obligation to make any further grant payments to the Developer after the City Sales Tax Grant Term has expired. Developer's right to payment of the City Sales Tax Grant shall be further subject to the Tax Grant Performance Requirements set forth in Article IV below.

2.4 FCDC Sales Tax Grant. The FCDC shall provide to Developer an economic development grant under the provisions of Chapters 501, 502, and 505 of the Texas Local Government Code to construct certain Qualified Infrastructure, including, but not limited to, the Parking Garage (the "FCDC Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the FCDC's share of the retail sales tax revenue (one-fourth of one percent) generated by the retail and commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "FCDC Sales Tax") beginning upon satisfaction of all Tax Grant Requirements set forth in Article IV below and terminating December 31, 2054 (the "FCDC Sales Tax Grant Term").

2.5 Maximum FCDC Sales Tax Grant. The FCDC Sales Tax Grant shall continue until the earlier of (i) the end of the FCDC Sales Tax Grant Term, or (ii) until the Developer has received from the Tax Grants a combined total of One Hundred Three Million Four Hundred Twenty-Five Thousand Dollars ($103,425,000.00). For the avoidance of doubt, the FEDC Phase One Infrastructure Grant is not included in the maximum total of $103,425,000.00 described herein.

2.6 FCDC Sales Tax Grant Limited to FCDC Sales Tax Grant Term. In the event the Developer does not receive the maximum amount of the FCDC Sales Tax Grant proposed herein during the FCDC Sales Tax Grant Term, the FCDC shall have no obligation to make any further grant payments to the Developer after the FCDC Sales Tax Grant Term has expired. Developer's right to payment of the FCDC Sales Tax Grant shall be further subject to the Tax Grant Performance Requirements set forth in Article IV below.

2.7 FEDC Sales Tax Grant. The FEDC shall provide to Developer an economic development grant under the provisions of Chapters 501, 502, and 504 of the Texas Local Government Code to construct certain Qualified Infrastructure, including but not limited to, the Parking Garage (the "FEDC Sales Tax Grant") payable quarterly to the Developer in an amount equal to one-half of the FEDC's share of the retail sales tax revenue (one-fourth of one percent) generated by the retail and commercial development on the Property and received by the City from the Comptroller's Office of the State of Texas (the "FEDC Sales Tax") beginning upon satisfaction of all Tax Grant Requirements set forth in Article IV below and terminating December 31, 2054 (the "FEDC Sales Tax Grant Term").

2.8 Maximum FEDC Sales Tax Grant. The FEDC Sales Tax Grant shall continue until the earlier of (i) the end of the FEDC Sales Tax Grant Term, or (ii) until the Developer has received from the Tax Grants a combined total of One Hundred Three Million Four Hundred Twenty-Five Thousand Dollars ($103,425,000.00). For the avoidance of doubt, the FEDC Phase One Infrastructure Grant is not included in the maximum total of $103,425,000.00 described herein.

2.9 FEDC Sales Tax Grant Limited to FEDC Sales Tax Grant Term. In the event the Developer does not receive the maximum amount of the FEDC Sales Tax Grant proposed herein during the FEDC Sales Tax Grant Term, the FEDC shall have no obligation to make any further grant payments to the Developer after the FEDC Sales Tax Grant Term has expired. Developer's right to payment of the FEDC Sales Tax Grant shall be further subject to the Tax Grant Performance Requirements set forth in Article IV below.

2.10 City Ad Valorem Tax Grant. The City shall provide to Developer an economic development grant under the provisions of Chapter 380 of the Texas Local Government Code to promote business and commercial activity on the Property (the "City Ad Valorem Tax Grant") payable annually to the Developer in an amount equal to fifty percent (50%) of the City's ad valorem taxes for that calendar year, including real and business personal property taxes, actually collected from the Property which are allocated to the value of the real property and all improvements (including business personal property) located within the Property in excess of the value of the real property and improvements (including business personal property) located within the Property as of the execution of this Agreement (the "City's Tax Increment"), beginning upon satisfaction of all Tax Grant Requirements set forth in Article IV below and terminating December 31, 2054 (the " City Ad Valorem Tax Grant Term").

2.11 Maximum City Ad Valorem Tax Grant. The City Ad Valorem Tax Grant shall continue until the earlier of (i) the end of the City Ad Valorem Tax Grant Term, or (ii) until the Developer has received from the Tax Grants a combined total of One Hundred Three Million Four Hundred Twenty-Five Thousand Dollars ($103,425,000.00). For the avoidance of doubt, the FEDC Phase One Infrastructure Grant is not included in the maximum total of $103,425,000.00 described herein.

2.12 City Ad Valorem Tax Grant Limited to City Ad Valorem Tax Grant Term. In the event the Developer does not receive the maximum amount of the City Ad Valorem Tax Grant proposed herein during the City Ad Valorem Tax Grant Term, the City shall have no obligation to make any further grant payments to the Developer after the City Ad Valorem Tax Grant Term has expired. Developer's right to payment of the City's Ad Valorem Tax Grant shall be further subject to the Tax Grant Performance Requirements set forth in Article IV below.

2.13 Jobs. Developer's job creation requirement shall be limited to such temporary construction jobs as are necessary to fulfill Developer's obligations hereunder, it being understood that permanent jobs resulting from the development will be created by the tenants/occupants of the buildings constructed.

ARTICLE III.
ALTERNATE CITY TAX INCREMENT REINVESTMENT ZONE GRANT

3.1 TIRZ Creation. As an alternative to the City Ad Valorem Tax Grant provided in Section 2.10 above, the City, in its sole and absolute discretion, may create a tax increment reinvestment zone (the "TIRZ") for the Property and to dedicate to that TIRZ fifty percent (50%) of the City's Tax Increment actually collected within the TIRZ (the "TIRZ Revenue").

3.2 TIRZ Grant. If formed, the City will cause the TIRZ to provide an annual grant in favor of Developer for the public purpose of developing and diversifying the economy of the TIRZ (the "TIRZ Grant"), which TIRZ Grant will be lieu of the City Ad Valorem Tax Grant. The TIRZ Grant will pay to the Developer from the TIRZ Revenues up to the maximum amount described in Section 3.3 hereof, less those required for administrative expenses, over a period commencing on the date of the establishment of the TIRZ and ending December 31, 2054 (the "TIRZ Grant Term"). In the event the City creates the TIRZ and the Developer receives the TIRZ Grant, the City's obligation to fund the City Ad Valorem Tax Grant shall automatically terminate and the Developer shall thereafter look solely to the TIRZ Revenue in lieu thereof.

3.3 Maximum TIRZ Grant. The TIRZ Grant shall continue until the earlier of (i) the end of the TIRZ Grant Term or (ii) until the Developer has received from the Tax Grants a combined total of One Hundred Three Million Four Hundred Twenty-Five Thousand Dollars ($103,425,000.00). For the avoidance of doubt, the FEDC Phase One Infrastructure Grant is not included in the maximum total of $103,425,000.00 described herein.

3.4 Termination of TIRZ Grant. The TIRZ Grant shall terminate if there is an Event of Default by Developer under the Agreement.

ARTICLE IV.
DEVELOPER'S PERFORMANCE REQUIREMENTS FOR TAX GRANTS

4.1 Performance Requirements for the Tax Grants. The Developer shall meet the following minimum performance requirements (collectively, the "Tax Grant Performance Requirements") to qualify for the Tax Grants based on verification of performance documentation submitted by the Developer and reasonably acceptable to the City, the FCDC, and the FEDC, as the case may be, in accordance with the terms and conditions specified in the Agreement:

(a) Documentation on or before December 31, 2033 that all Phase One Performance Requirements were satisfied in accordance with the terms of Section 1.2 hereof.

(b) Documentation on or before December 31, 2033 that Developer has caused all construction contracts in the amount of One Hundred Thousand Dollars ($100,000.00) or more for construction of the Parking Garage to (i) separately identify labor and material components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Code resulting in the value of the materials being separately identified from other costs and (ii) to the extent reasonably possible, state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

4.2 Payment of Tax Grants. Within forty-five (45) days after verification of performance documentation submitted by Developer and reasonably acceptable to the City, the FCDC, and the FEDC verifying that all of the Tax Grant Performance Requirements have been completed in accordance with the terms and conditions specified in the Agreement, the Developer shall become eligible to start receiving payments under the Tax Grants.

ARTICLE V.
MISCELLANEOUS

5.1 Defaults. A Party shall be in default if any of the following events ("Event of Default") shall occur:

(a) The failure of the Party to pay an amount when due and owing under this Agreement and the continuation of such failure for ninety (90) days after notice has been provided in accordance with this Agreement; and

(b) Any other breach of any covenant or provision of this Agreement and such breach has not been cured within ninety (90) days from and after the date of written notice of such breach is given; provided, however, such Event of Default shall not exist if the defaulting Party shall have commenced to remove or cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach.

5.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting Party shall have all remedies available to it at law or in equity, including without limitation termination, injunction and specific performance. Notwithstanding anything herein to the contrary, the monetary remedies against any Party or Parties shall be limited to actual damages (but not consequential or punitive damages) suffered by a non -defaulting Party or Parties resulting from an Event of Default.

5.3 Further Agreements. The Parties hereto agree to use their good faith efforts to complete and execute, as soon as practicable following the date hereof, all agreements or other documents necessary appropriate or desirable to carry out the transactions contemplated hereby specifically including the agreements described on the attached Exhibits.

5.4 Notices. Any notices or other communications required or desired to be given to the other Parties hereto shall be given in writing and delivered by a reputable independent courier service providing proof of delivery, a reputable overnight courier, or if mailed certified first class mail to the following addresses:

To:	City of Frisco 6101 Frisco Square Blvd. Frisco, Texas 75034 Attention: City Manager
With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attention: Chris Zillmer and Randy Hullett
To:	Frisco Community Development Corporation 6101 Frisco Square Blvd. Frisco, Texas 75034 Attention: City Manager

With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attention: Chris Zillmer and Randy Hullett
To:	Frisco Economic Development Corporation 6801 Gaylord Parkway, Suite 400 Frisco, Texas 75034 Attention: Jason Ford, President
With copy to:	Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069 Attention: Chris Zillmer and Randy Hullett
To:	TheMix Partners LLC 712 5th Ave, 51st Floor New York, New York 10019 Attention: Van Nguyen
With a copy to:	Jackson Walker, LLP 2323 Ross Ave, 6th Floor Dallas, Texas 75201 Attention: William S. Dahlstrom

5.5 Governing Law and Venue. This Agreement shall be interpreted and the rights of the Parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereto, and venue shall be in State District Court in Collin County, Texas,

5.6 Successors and Assigns; Collateral Assignments. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

5.7 Entire Agreement. This Agreement (including the Exhibits hereto) and the other agreements and documents referenced herein constitute the full and entire understanding and agreement of the Parties hereto with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous agreement or understanding among the Parties.

5.8 Amendment. Except as expressly set forth herein, this Agreement may not be amended or terminated without the written consent of the Parties hereto.

5.9 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

5.10 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement

thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.11 Third-Party Beneficiaries. The Parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual other than the Parties hereto and their permitted assigns.

5.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

5.13 Headings. The headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.14 Draftsmanship. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

5.15 Force Majeure. The time frames contained in this Agreement shall be extended for any delays caused by Force Majeure. For the purposes of this Agreement, the term "Force Majeure" shall mean any unforeseeable causes beyond the control of the Party hereto seeking the extension, including, but not limited to, casualty, damage, strikes or lockouts, acts of God, war, terrorism, riots, governmental restrictions, other than those imposed under the then existing ordinances of the City, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body other than the City, enemy action, civil disturbance, fire or unavoidable casualties.

5.16 Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any rights, power or remedy inuring to any Party upon any breach or default of any other Party under this Agreement shall impair any such right, power or remedy of such Party not shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any breach of default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

5.17 No Joint Venture. Nothing contained in this Agreement or any other agreement between Developer and the Public Entities, or any one of them, is intended by the parties to create a partnership or joint venture between Developer on the one hand, and the Public Entities, or any one of them, on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

5.18 Confidentiality. Developer has advised the City that the information to be included in the documents referenced herein may contain confidential commercial information relating to Developer or its businesses and affairs that are protected from public disclosure under applicable law, and that premature disclosure thereof will have a material adverse business and financial impact on Developer. Accordingly, the Public Entities agree that they will follow all procedures established by applicable law that give Developer the right to contest the public disclosure of confidential commercial and business information relating to Developer and its affiliated business entities.

5.19 Personal Data. In the course of verifying compliance by Developer with the requirements of this Agreement, the Public Entities and their employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals "Personal Data". The Public Entities acknowledge that they will have no right, title or interest in any Personal Data obtained by them as a result of this Agreement, and will not use Personal Data for any purpose other than verification of compliance by Developer with the requirements of this Agreement. The Public Entities will take all appropriate legal, organizational, and technical measures to ensure the confidentiality of Personal Data, and protect Personal Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data.

5.20 Approvals. This Agreement, including all exhibits attached hereto, is expressly contingent upon the approval by the Board of Directors of FEDC and FCDC, which approval is evidenced by each such entity's signature hereto.

5.21 Developer's Acknowledgement of City Compliance with Tex. Govt. Code. Developer has executed a certification in the form attached hereto as **Exhibit "D"** and acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. In the event that Developer, or any branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Developer, Developer must repay funds paid to Developer as grants or tax rebates or refunds or expended on infrastructure development and improvements designed to principally benefit Developer, if any, within one hundred twenty (120) calendar days following receipt of written demand from the City, plus simple interest at a rate of one percent (1%) per annum.

5.22 Developer Representations Regarding Compliance With Certain Tex. Govt. Code Provisions. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Developer hereby represents that a completed Certificate of Interested Parties Form 1295 ("Form 1295") generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908, Texas Govt. Code and the rules promulgated by the TEC, was previously submitted to the City by Developer in connection with this Agreement. The City hereby agrees to acknowledge such form with the TEC through its electronic filing application within 30 days of the effective date hereof. Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in any Form 1295 and neither the City not its consultants have verified such information. The City and Developer also agree that the transactions contemplated by this Agreement and the respective obligations of the City and Developer hereunder, shall not be modified, released, or excused by the failure of Developer to properly complete a Form 1295, except as set forth in the following sentence. The submission of any Form 1295 by Developer that does not provide a sufficient basis for the City to enter into this Agreement in accordance with Section 2252.908(d), Texas Govt. Code, shall result in the automatic dismissal and removal of Developer from its duties and rights hereunder and Developer shall not be considered a Party to this Agreement.

(b) Not a Sanctioned Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(d) No Discrimination Against Firearm Entities. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(e) No Boycott of Energy Companies. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the Effective Date.

THEMIX PARTNERS LLC, a Delaware limited liability company

By: _____
Name: VAN NGUYEN
Title: AUTHORIZED SIGNATORY

CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By: _____
Name: Wesley S. Pierson
Title: City Manager

SEAL OF THE CITY OF FRISCO, TEXAS

Attest:

_____
City Secretary

FRISCO ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Name: Jason Ford
Title: EDC President

FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Name: Wesley S. Pierson
Title: City Manager

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Exhibit A
Legal Description of the Property

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF FRISCO §

WHEREAS, WP DEVELOPMENT PARTNERS, LLC is the owner of a tract of land situated in the Jonathan Allen Survey, Abstract No. 16 and the Garland Martin Survey, Abstract No. 604, City of Frisco, Collin County, Texas, and being all of that certain tract of land described in the Special Warranty Deed to WP Development Partners, LLC recorded in Instrument No. 20190221000179820 of the Official Public Records of Collin County, Texas, being all of Project FTX Addition Block A, Lots 1-6, an addition to the City of Frisco according to the plat thereof recorded in Volume 2022, Page 574 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the south end of a corner clip at the intersection of Lebanon Road, (variable width right-of-way) and the westerly right of way line of Parkwood Boulevard, (a variable width right-of-way);

THENCE in a southerly direction, with the westerly right-of-way line of said Parkwood Boulevard, the following courses and distances:

South 0°52'22" East, a distance of 195.08 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
South 4°44'23" East, a distance of 75.17 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 18°09'40", a radius of 2865.00 feet, a chord bearing and distance of South 10°21'09" East, 904.33 feet;
In a southeasterly direction, with said curve to the left, an arc distance of 908.13 feet to an "X" cut in concrete found for corner;
South 19°25'59" East, a distance of 181.42 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right having a central angle of 30°25'39", a radius of 2735.00 feet, a chord bearing and distance of South 4°13'10" East, 1435.45 feet;
In a southeasterly direction, with said curve to the right, an arc distance of 1452.45 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
South 63°53'59" West, a distance of 60.99 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
North 64°20'23" West, a distance of 20.00 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
South 25°28'20" West, a distance of 50.00 feet to a 3-1/4 inch aluminum disk stamped "FTX ADDN-KHA" set in the centerline of proposed John Hickman Parkway for the beginning of a non-tangent curve to the left having a central angle of 25°30'49", a radius of 3000.00 feet, a chord bearing and distance of North 77°17'03" West, 1324.88 feet;

THENCE with the south line of said Wade Park, the following courses and distances:

In a northwesterly direction, with said curve to the left, an arc distance of 1335.89 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the end of said curve;

South 89°57'33" West, a distance of 23.89 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
South 0°02'27" East, a distance of 0.73 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for the northeast corner of the tract of land described in the Dedication Deed to the City of Frisco for the right-of-way of said John Hickman Parkway recorded in Instrument No. 20080424000492780 of the Official Public Records of Collin County, Texas;
With said north line of the John Hickman Parkway right-of-way, South 89°28'46" West, a distance of 629.32 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found in the east right-of-way line of the Dallas North Tollway (a variable width right-of-way);

THENCE with said east right-of-way line, the following courses and distances:

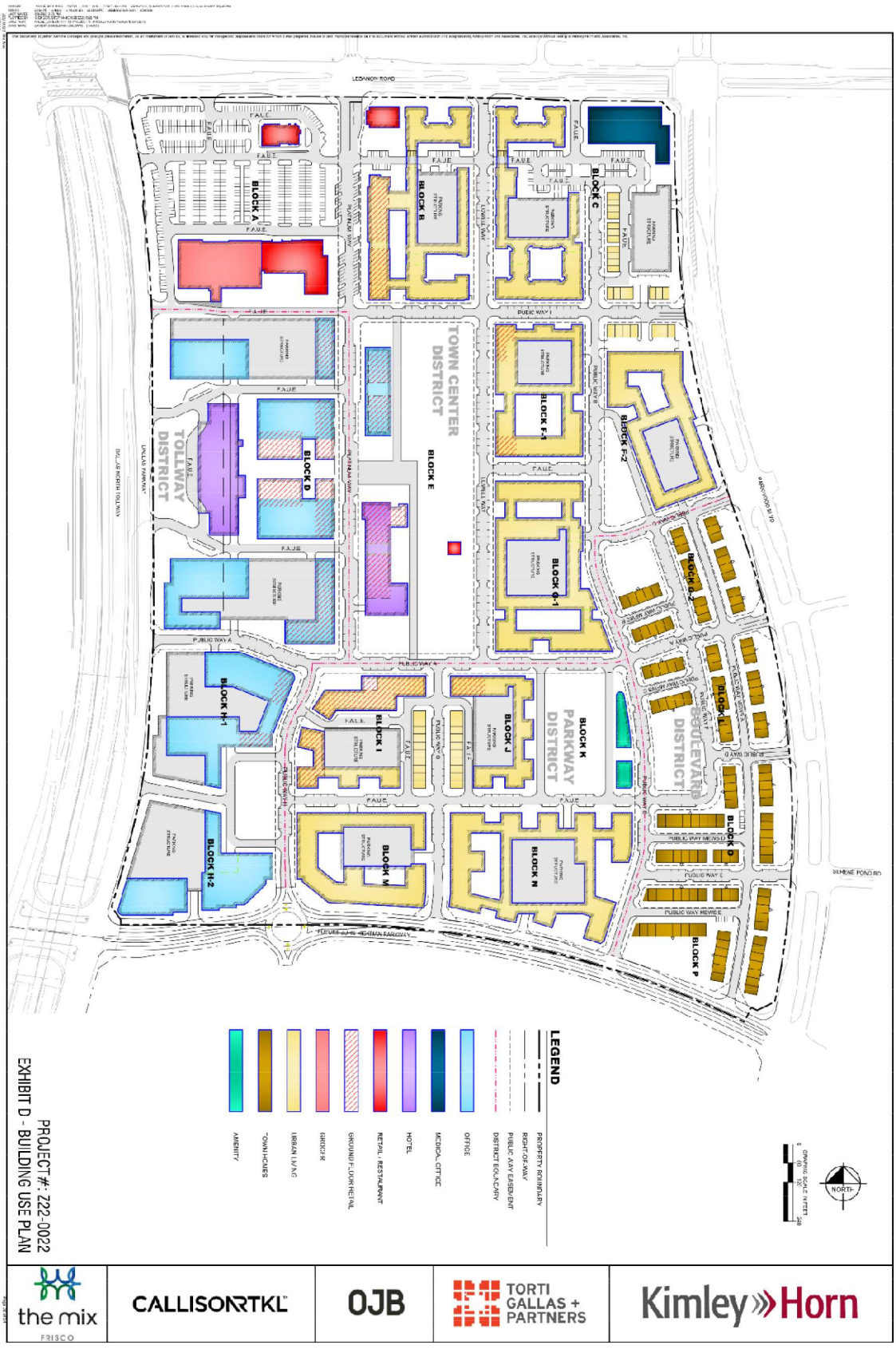
North 0°31'14" West, a distance of 15.29 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
North 34°39'49" West, a distance of 50.36 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 9°30'32", a radius of 3026.79 feet, a chord bearing and distance of North 12°24'28" East, 501.75 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 502.33 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
North 1°55'27" East, a distance of 165.03 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 5°23'13", a radius of 3014.79 feet, a chord bearing and distance of North 1°50'15" East, 283.35 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 283.46 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
North 0°51'21" West, a distance of 849.48 feet to an "X" cut in concrete found at the beginning of a tangent curve to the left with a radius of 3,014.79 feet, a central angle of 04°28'29", and a chord bearing and distance of North 03°05'36" West, 235.40 feet;
In a northwesterly direction, with said tangent curve to the left, an arc distance of 235.46 feet to a red plastic cap stamped "KHA" found for corner at the beginning of a non-tangent curve to the left with a radius of 999.60 feet, a central angle of 20°43'36", and a chord bearing and distance of North 05°29'31" West, 359.64 feet;
In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 361.61 feet to a red plastic cap stamped "KHA" found for corner;
South 78°25'59" West, a distance of 7.72 feet to a red plastic cap stamped "KHA" found for corner;North 11°34'01" West, a distance of 101.38 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
North 38°38'25" East, a distance of 52.06 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found in the south right-of-way line of said Lebanon Road;

THENCE with said south right-of-way line, the following courses and distances:

North 88°50'51" East, a distance of 522.34 feet to an "X" cut in concrete found for corner;
South 89°57'20" East, a distance of 663.00 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;

South 88°02'50" East, a distance of 150.13 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" found for corner;
South 89°57'20" East, a distance of 287.86 feet to a 3-1/4 inch aluminum disk stamped "FTX ADDN-KHA" set for corner;
South 45°24'51" East, a distance of 57.03 feet to the **POINT OF BEGINNING** and containing a computed area of 4,879,083 square feet or 112.008 acres of land more or less.

EXHIBIT "B"
PROJECT



PROJECT #: 222-0022
EXHIBIT D - BUILDING USE PLAN

the mix FRISCO | CALLISONRTKL | OJB | TORTI GALLAS + PARTNERS | Kimley»Horn

EXHIBIT "C"
BUILDING MATERIALS STANDARDS

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Frisco's Zoning Ordinance, Ordinance No. 11-04-09, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto), including but not limited to Sections 4.07.09, 4.08.02, 4.09.03 and 4.12.03 of the Zoning Ordinance

2. The zoning ordinance applicable to the Property, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

3. Ordinance No. 2022-11-57, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

4. Ordinance No. 2022-11-53, International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

5. Ordinance No. 2022-11-56, International Mechanical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

6. Ordinance No. 2022-11-55, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

7. Ordinance No. 2022-11-54, National Electrical Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

8. Ordinance No. 2022-11-58, International Residential Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

9. Ordinance No. 2022-11-52, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

10. Ordinance No. 19-11-111, National Fire Protection Association Code, Standard 13R and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

11. Ordinance No. 19-11-112, National Fire Protection Association Code, Standard 13 and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

12. Ordinance No. 2022-12-67, International Fire Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

13. Ordinance No. 2022-11-59, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

14. Ordinance No. 2022-11-60, International Swimming Pool and Spa Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

15. Ordinance No. 2022-11-61, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Frisco in its sole discretion (and any successor ordinance thereto)

16. Any other existing, future or successor ordinance, rule or regulation adopted by the Frisco City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

EXHIBIT "D"

CERTIFICATIONS REGARDING EMPLOYMENT OF UNDOCUMENTED ALIENS

THE MIX PARTNERS LLC, a DELIMITED LIABILITY COMPANY ("Company") hereby certifies that Company, and the branches, divisions, and departments of Company, do not and will not knowingly employ an Undocumented Worker. For purposes of this certification "Undocumented Worker" means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States or (B) authorized under law to be employed in that manner in the United States.

In the event that during the term of an agreement for a Public Subsidy from the City of Frisco, Company or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City of Frisco, the aggregate amount of any Public Subsidy received by Company from the City of Frisco, if any, plus Simple Interest at a rate of two percent (2%) per annum.

For the purposes of this Certification, "Public Subsidy" means a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in this state. The term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. "Simple Interest" is defined as a rate of interest applied only to an original amount of a grant payment made to Company by the City. This rate of interest can be applied each year or prorated as to partial years, but will only apply to the amount of subsidies received hereunder and is not applied to interest calculated. For example, if a subsidy payment received by Company is $10,000 and it is required to be paid back with one percent (1%) interest five years later, the total amount would be $10,000 + [5 x ($10,000 x 0.01)], which is $10,500. As provided by Chapter 2264 of the Government Code, this repayment obligation shall not apply to convictions of any affiliate of Company, any franchisee of Company, or any person or entity with whom Company contracts.

COMPANY:

By: _____

Name: VAN NGUYEN

Its: AUTHORIZED SIGNATORY

EXHIBIT "E"
SCREENING EXHIBIT

[next page]

EXHIBIT E - HOLE SCREENING PLAN

