

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the ~~23rd~~ day of June, 2015 (the "Effective Date") [NOTE: THIS DATE WILL BE THE DATE THAT THE PARTIES EXECUTE THE AGREEMENT AFTER IT IS APPROVED BY THE CITY AND SIGNED BY THE MAYOR. THE EDC AND GIX ARE BOTH PREPARED TO SIGN THE SAME DAY THAT THE MAYOR SIGNS ON BEHALF OF THE CITY], by and among the City of Grand Island, Nebraska (the "City"), the Grand Island Economic Development Corporation ("GIAEDC") and GIX Logistics, Inc., a Nebraska corporation ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on May 1, 2015, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company plans to expand its operations in Grand Island and intends to create twenty-six (26) additional full-time equivalent employees in Grand Island, with ten (10) of such full-time equivalent employees being hired as Freight Mangers and sixteen (16) of such full-time equivalent employees by hired as Inside Sales Representatives;

WHEREAS, City and GIAEDC find Company to be a qualifying business under the City's Economic Development Program, that the Company's project qualifies for economic development incentives under the Program, that the Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement constitutes a fulfillment of the major objectives of the City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with \$85,800 in job training assistance and up to \$117,000 in job creation incentives at the times and upon the fulfillment of the conditions set forth in this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Additional Full Time Equivalentents ("AFTEs")" shall mean the persons hired by the Company after the date of the Application as part of its expansion of operations in Grand Island as detailed in the recitals to this Agreement. The total number of AFTE's shall be determined by dividing the total number of hours the AFTE's worked at Company's facilities in Grand Island by two thousand and eighty (2,080).

(b) "Employment Certificate" shall mean a certificate for a defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i)

the total number of hours which AFTE's worked and received compensation at Company's facilities in Grand Island; and (ii) the hourly rate for all AFTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(c) "Full-Time Equivalents" or "FTE's" shall mean persons employed by Company and working at its facilities in Grand Island as of the date of the date of the Application. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(d) "Minimum Hourly Rate" shall mean a minimum of \$17.50 per hour of each AFTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to AFTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of thirty-two (32) FTE's at its facilities in Grand Island as of the date of the Application;

(b) Company shall have a minimum of seven (7) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of fifteen (15) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of twenty-six (26) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds as a forgivable economic development loan for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training AFTE's in the amount of Eighty-Five Thousand Eight Hundred and No/100 Dollars (\$85,800.00) representing Three Thousand Three Hundred and No/100 Dollars (\$3,300.00) for each AFTE shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council;

(b) The maximum amount the City shall disburse to Company for job training shall be Eighty-Five Thousand Eight Hundred and No/100 Dollars (\$85,800.00); and

(c) Company agrees to provide City and GIAEDC evidence of expenditures of the training disbursement for training purposes on or before the first (1st) anniversary of the Effective Date.

4. Disbursement of LB 804 Funds for Job Creation. Company shall be eligible for disbursements of up to Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per AFTE for twenty-six (26) AFTE's for a total disbursement of One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00). Disbursement of the economic incentive funds as a forgivable economic development loan for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Thirty-One Thousand Five Hundred and No/100 Dollars (\$31,500.00) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least seven (7) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifteen (15) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Forty-Nine Thousand Five Hundred and No/100 Dollars (\$49,500) shall be paid by City to Company within thirty (30) days of the third (3rd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least twenty-six (26) AFTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be One Hundred Seventeen Thousand and No/100 Dollars (\$117,000.00).

5. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be Two Hundred Eight Thousand Eight Hundred and No/100 Dollars (\$208,800.00).

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or

other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, (i) Company shall maintain operations in Grand Island, Nebraska, and (ii) shall employ at least (A) thirty-two (32) FTE's as of the date of the Application, (B) thirty-nine (39) FTE's as of the first (1st) anniversary of the Effective Date, (C) forty-seven (47) FTE's as of the second (2nd) anniversary of the Effective Date, and (D) fifty-eight (58) FTE's as of the third (3rd) anniversary of the Effective Date.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Two Hundred Two Thousand Eight Hundred and No/100 Dollars (\$202,800.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2-6 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2-6 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the third (3rd) anniversary of the Effective Date, one-half (1/2) or One Hundred One Thousand Four Hundred and No/100 Dollars (\$101,400.00) of the economic development loan shall be forgiven; and

(ii) On the fourth (4th) anniversary of the Effective Date, one-half (1/2) or One Hundred One Thousand Four Hundred and No/100 Dollars (\$101,400.00) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City or GIAEDC may declare Company to be in breach. Any such declaration shall be in writing and delivered to Company at its last known address. In the event that City or GIAEDC declare Company to be in breach, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and

instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and the GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation
123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

13. Indemnification. Company agrees to indemnify, defend and hold City, GIAEDC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by stock purchase, asset purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be

ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

[The Remainder of This Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

GIX Logistics, Inc., a Nebraska corporation

By: James A. Fune
Its: President

City of Grand Island, Nebraska

By: Wynne L. Johnson
Its: Mayor

Grand Island Area Economic Development Corporation

By: Dave Johnson
Its: President