

PERFORMANCE AGREEMENT
Between
FRISCO ECONOMIC DEVELOPMENT CORPORATION
And
MONEYGRAM PAYMENT SYSTEMS, INC.

This Performance Agreement (this "Agreement") is made and entered into by and between the **Frisco Economic Development Corporation (the "FEDC")**, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act"), and **MoneyGram Payment Systems, Inc.**, a Delaware corporation (the "**Company**").

RECITALS

WHEREAS, the Company is desirous of relocating a regional corporate headquarters to the City of Frisco, Texas (the "City"); and

WHEREAS, the Company has requested that the FEDC provide economic assistance to facilitate this regional corporate headquarters relocation to the City of Frisco by providing cost reimbursement for office space to be occupied by the Company (the "Project"); and

WHEREAS, the establishment of the Company's regional corporate headquarters in the City will create "primary jobs", as that term is defined in the Act, being a job available at a company for which a majority of the products or services of the company are ultimately provided in regional, statewide, national or international markets; and

WHEREAS, primary jobs created by the Project of the Company fall within the North American Industry Classification System (NAICS) Sector No. 551; and

WHEREAS, the FEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Frisco for which the FEDC was established to encourage the development and use of industrial and business properties within the City; and

WHEREAS, the FEDC is willing to provide the Company with economic assistance hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the FEDC and Company agree as follows:

- I. **Economic Assistance.** Subject to the terms of this Agreement, the FEDC will provide Company economic assistance in the form of Performance Economic Incentives ("Economic Incentives") in an amount up to, but not to exceed Eight Hundred Thousand Dollars (\$800,000.00).

Upon meeting the qualifications and requirements (the "Performance Requirements"), the Company shall be entitled to the following Economic Incentives:

Economic Incentives and Performance Requirements Schedule:

Economic Incentive	Full-Time Jobs	Square Feet Occupied	Taxable Real Property	Taxable Business Personal Property	FEDC Incentive	Total FEDC Incentive	Expiration Date*
1	140	25,000	\$360,000	\$2,550,000	\$420,000	\$420,000	12/31/13
2	200	35,000			\$180,000	\$600,000	12/31/14
3					\$50,000	\$650,000	12/31/14
4	210	35,000			\$30,000	\$680,000	12/31/15
5	220	38,000			\$30,000	\$710,000	12/31/16
6	230	40,000			\$30,000	\$750,000	12/31/17
**7	250	40,000			\$60,000	\$800,000	12/31/18

* The Expiration Date for each Economic Incentive is December 31 of each calendar year during the term of the Performance Agreement, beginning December 31, 2013.

** Qualification for Incentive No. 7 includes the Company not exercising an option to vacate the Lease Premises on or before June 30, 2018.

II. Requirements for each Economic Incentive.

- a. A maximum Economic Incentive of \$420,000.00 will be paid to the Company upon completion of the following Performance Requirements for Incentive No. 1:
 - 1) Documentation of an executed lease agreement (the "Lease") for a minimum of 25,000 rentable square feet of office space in the City (the "Lease Premises") for a term of not less than one hundred eleven (111) months without an option to vacate the space prior to termination on or before December 31, 2013; and
 - 2) Documentation of receipt of a corresponding Certificate of Occupancy for the Lease Premises and occupy the same on or before December 31, 2013; and
 - 3) Documentation of the Company adding taxable leasehold improvements to Real Property in the City with a value of not less than \$360,000.00 on or before December 31, 2013; and
 - 4) Documentation of the Company adding taxable Business Personal Property in the City with a value of not less than \$2,550,000.00 on or before December 31, 2013; and
 - 5) Documentation that the Company has created, staffed and maintained employment of at least one hundred forty (140) full-time employees in the City on or before December 31, 2013; and

- 6) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).
- b. A maximum Economic Incentive of \$180,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2:
 - 1) Continuous occupancy of the Lease Premises and documentation of an executed lease agreement for an additional 10,000 rentable square feet of office space in the City for a total of 35,000 rentable square feet on or before December 31, 2014; and
 - 2) Documentation that the Company has created, staffed and maintained employment of at least two hundred (200) full-time employees in the City on or before December 31, 2014; and
 - 3) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).
 - c. A maximum Economic Incentive of \$50,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3:
 - 1) As an additional economic incentive ("Incentive No. 3) to the Company, once the Company meets all of the Performance Requirements for Incentive No. 1 and Incentive No. 2, the FEDC shall pay to the City (or reimbursement the Company if previously paid by the Company) up to Fifty Thousand Dollars (\$50,000.00) in permitting, inspecting, engineering and planning fees owed to the City for office space construction finish-out. This incentive shall expire on December 31, 2014.
 - d. A maximum Economic Incentive of \$30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4:
 - 1) Documentation of continuous occupancy of the Lease Premises totaling 35,000 rentable square feet; and
 - 2) Documentation that the Company has created, staffed and maintained employment of at least two hundred ten (210) full-time employees in the City on or before December 31, 2015; and
 - 4) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).
 - e. A maximum Economic Incentive of \$30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 5:
 - 1) Documentation of continuous occupancy of the Lease Premises totaling 35,000 rentable square feet and documentation of an executed lease agreement for an additional 3,000 rentable square feet of office space in the City for a total of 38,000 rentable square feet on or before December 31, 2016; and

- 2) Documentation that the Company has created, staffed and maintained employment of at least two hundred twenty (220) full-time employees in the City on or before December 31, 2016; and
 - 4) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).
- f. A maximum Economic Incentive of \$30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 6:
- 1) Documentation of continuous occupancy of the Lease Premises totaling 38,000 rentable square feet and documentation of an executed lease agreement for an additional 2,000 rentable square feet of office space in the City for a total of 40,000 rentable square feet on or before December 31, 2017; and
 - 2) Documentation that the Company has created, staffed and maintained employment of at least two hundred thirty (230) full-time employees in the City on or before December 31, 2017; and
 - 3) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).
- g. A maximum Economic Incentive of \$60,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 7:
- 1) Documentation of continuous occupancy of the Lease Premises totaling 40,000 rentable square feet, and confirmation that the Company does not have the right to exercise an option to vacate the Lease Premises on or before June 30, 2018; and
 - 2) Documentation that the Company has created, staffed and maintained employment of at least two hundred fifty (250) full-time employees in the City on or before December 31, 2018; and
 - 3) Compliance documentation shall be submitted as required below in Article IV, General Provisions (b).

For the purposes of this Agreement, "rentable square feet" is defined as the actual square footage in the premises that is leased by the Company.

For purposes of this Agreement, occupancy shall be deemed to be "continuous" if the occupancy isn't abandoned (with evidence thereof) and fixtures are not removed from the property for a period of longer than ninety (90) days, except that vacation of the premises due to acts of God, war, weather, or terrorism shall not be deemed to be abandonments of the premises.

For purposes of this Agreement, "Real Property" refers to leasehold improvements which are additions, alterations, remodeling, or renovations performed on a leased property, that are either taxed separately or increase the value of the existing real

property covered by the Lease as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, "Business Personal Property" refers to furniture, fixtures, equipment, machinery, merchandise, materials, and all other personal property owned and/or leased by the Company and used in the Company's business which is taxable as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, a "full-time employee" is defined as an employee hired to work a minimum of forty (40) hours per week, including allowance for vacation and sick leave, with full company benefits and employed exclusively and on-site at the Company's Project in the City of Frisco, Texas. Part-time employees whether permanent or temporary, transient or contract employees shall NOT be included in determining the Company's total number of "full-time" employees.

III. The Project Phase II Expansion Incentives (Second Agreement).

The FEDC proposes to provide the Company additional economic incentives to encourage and facilitate the Company's Phase II Expansion from 251 full-time employees ("FTE") up to a maximum of 500 FTE (the "Phase II"). The Phase II Expansion may create, transfer or maintain up to an additional 250 FTE, or a total employment of not less than 250 and up to a maximum of 500 FTE. The Company is under no legal obligation to do a Phase II expansion and is only committing to the investment and employment outlined for Phase I.

For similar type investment and jobs with an average salary of at least \$55,000-70,000, the FEDC proposes an additional incentive of \$3,000 per FTE not to exceed a maximum incentive amount of \$750,000.00. The Company may be eligible to earn some of all of the Phase II Expansion Incentives on or before December 31, 2018 as long as the Company maintains the Phase I base employment of at least 250 FTE in the City.

The terms and conditions for the Phase II Expansion incentives is subject to the qualifications, conditions and requirements to be more fully described within an additional Performance Agreement (the "Second Agreement") to be drafted by the FEDC and subject to the approval of the FEDC Board of Directors and the Company.

IV. General Provisions.

- a. Term of the Agreement: The term of this Agreement shall begin on the date of execution by the FEDC and will expire the earlier of (i) the full payment of the Economic Incentives, or (ii) on March 31, 2019, or as otherwise provided within the Agreement.

Notwithstanding the above, if the Company fails to execute and deliver this Agreement to the FEDC on or before 5:00 p. m. on the thirtieth (30th) day following the date of approval by the FEDC, this Agreement shall be null and void.