

RESOLUTION NO. 42-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE SECOND AMENDMENT TO CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN REALTRUCK ENTERPRISE, INC. (RTE) (AS THE NEW DEVELOPER), AND THE CITY OF MESQUITE (CITY), AMENDING THE CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN VEHICLE ACCESSORIES, INC. (VAI) (AS THE ORIGINAL DEVELOPER), AND THE CITY, AS PREVIOUSLY AMENDED, AND FURTHER AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN ASSIGNMENT AND ASSUMPTION OF CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN VAI AND RTE, FOR THE DEVELOPMENT OF 2700 EAST SCYENE ROAD IN THE CITY OF MESQUITE, TEXAS.

WHEREAS, effective September 20, 2021, the City of Mesquite (“**City**”) and Vehicle Accessories, Inc., a Delaware corporation (“**VAI**”), as Developer at the time, entered into that certain Chapter 380 Grant Agreement, as amended by the certain First Amendment to Chapter 380 Grant Agreement dated effective October 1, 2022 (collectively, the “**Agreement**”); and

WHEREAS, on March 5, 2025, RealTruck, Inc. (“**RTE**”), a Delaware corporation, acquired all of the capital stock and assets of VAI; and

WHEREAS, the City and RTE desire that VAI assign and RTE assume all of VAI’s rights, responsibilities, and obligations under the Agreement pursuant to an Assignment and Assumption of Chapter 380 Grant Agreement (the “**Assignment & Assumption**”), the form of which is attached as Exhibit A to the Second Amendment to Chapter 380 Agreement (the “**Second Amendment**”), attached hereto as EXHIBIT 1 and incorporated herein by reference; and

WHEREAS, the City desires to confirm its consent to the Assignment & Assumption by the City executing the Assignment & Assumption for that purpose; and

WHEREAS, the City and RTE desire to amend and modify the Agreement by executing the Second Amendment to permit performance under the Agreement to be accomplished by RTE and its various affiliates listed on Exhibit B to the Second Amendment and under which RTE will assume from VAI all of VAI’s rights, duties and obligations, and liabilities to timely keep and perform all terms, provisions, agreements, covenants, conditions, and obligations of VAI under the terms of the Agreement, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

Eco Dev / Second Amendment to Chapter 380 Grant Agreement with RTE

October 19, 2026

Page 2 of 2

SECTION 1. That the statements, facts, findings, and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this Resolution and adopted as part of this Resolution for all purposes.

SECTION 2. The City Council finds and determines that the conditional consent by the City to the Assignment and Assumption and execution of the Second Amendment are in the best interest of the City and its citizens.

SECTION 3. The City Manager is hereby authorized to finalize and execute (a) the Second Amendment to the Chapter 380 Grant Agreement substantially in the form attached hereto as EXHIBIT 1, (b) the Assignment and Assumption of Chapter 380 Grant Agreement attached as Exhibit A to the Second Amendment, and (c) such other documents as necessary to facilitate performance of the Second Amendment and to administer the Second Amendment on behalf of the City.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 19th day of October 2026.

Signed by:
Daniel Alemán, Jr.
D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:
David L. Paschall
666E18891208434...

David L. Paschall
City Attorney

**SECOND AMENDMENT TO CHAPTER 380 GRANT AGREEMENT
(Vehicle Accessory Group)**

This Second Amendment to Chapter 380 Grant Agreement (this “**Amendment**”) is executed between RealTruck Enterprise, Inc. (“**RTE**”), a Delaware corporation (as the “**Developer**”), and the City of Mesquite (the “**City**”), a Texas home rule municipality, each a “**Party**” and collectively the “**Parties**” to be effective as of January 1, 2027 (the “**Effective Date**”).

ARTICLE I
RECITALS

WHEREAS, effective September 20, 2021, the City and Vehicle Accessories, Inc., a Delaware corporation (“**VAI**”), as Developer at that time, entered into that certain Chapter 380 Grant Agreement, as amended by that certain Amendment to Chapter 380 Grant Agreement dated effective as of October 1, 2022 (collectively, the “**Agreement**”); and

WHEREAS, capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement; and

WHEREAS, on March 5, 2025, RealTruck, Inc. (“**RTE**”), a Delaware corporation, acquired all of the capital stock and assets of VAI; and

WHEREAS, in follow-up to the foregoing acquisition, the Parties desire that VAI assign and RTE assume all of VAI’s rights, responsibilities, and obligations under the Agreement pursuant to that certain Assignment and Assumption of Chapter 380 Grant Agreement attached to this Amendment as Exhibit A (the “**Assignment & Assumption**”); and

WHEREAS, the City desires to confirm its consent to the Assignment & Assumption and have the City consent to the Assignment & Assumption for that purpose; and

WHEREAS, the Parties desire to amend and modify the Agreement to permit the Developer’s performance under the Agreement to be accomplished by RTE and its various affiliates listed on the attached Exhibit B (the “**Identified Affiliates**”) as provided herein and in the Assignment & Assumption; and

WHEREAS, on April 22, 2026, Eric J. Dale, acting as Secretary of RTE, executed the Officer’s Certificate attached hereto as Exhibit C (“**Officer’s Certificate**”) and incorporated herein by reference, and RTE caused the Officer’s Certificate to be delivered to the City, represented to the City that it is true and correct, that the transactions and relationships described in the Officer’s Certificate are accurate and complete, and encouraged the City to rely upon the Officer’s Certificate in connection with entering into this Amendment and consenting to the Assignment and Assumption.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. In accordance with Section 3.10 of the Agreement, and conditioned upon full execution of the Assignment and Assumption by all parties to the Assignment and Assumption and provision of a fully executed Assignment and Assumption to the City within fifteen (15) days of its full execution, the City hereby acknowledges, agrees and consents to VAI's assignment and RTE's assumption of the Agreement pursuant to the Assignment & Assumption; and, from and after the Effective Date, RTE shall be deemed to be the "Developer" under the Agreement for all purposes.

2. The Parties hereby agree that the Minimum Annual Performance Criteria required of the Developer pursuant to Section 2.1(a) of the Agreement shall be completed and satisfied by the actions of either the Developer, directly, or by the actions of any one or more of the Identified Affiliates. Without limiting the foregoing, the employees otherwise qualifying to satisfy the requirements for the creation and maintenance of Full-Time Jobs may be employed by the Developer or any Identified Affiliate(s), and the Eligible Personal Property may be owned by either the Developer or any one or more of the Identified Affiliate(s).

3. Without limiting the generality of the foregoing, the following Sections of the Agreement shall be, and hereby are, amended and superseded as follows:

a. Section 2.1(a)

Minimum Annual Performance Criteria. Throughout the term of this Agreement, Developer and/or its Affiliates shall maintain the minimum number of Full-Time Jobs, Annual Payroll, and Taxable Value at the Property according to the table below (collectively the "**Minimum Annual Performance Criteria**"). If the Developer and/or the Identified Affiliates fail to maintain the Full-Time Jobs, Annual Payroll, or Taxable Value, for a particular calendar year, then Developer shall not receive the Grant, as described herein, for such year. For purposes of this Agreement (i) "**Full-Time Jobs**" shall mean the number of employees of Developer and/or the Identified Affiliates (1) with a regular work schedule of at least 36 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce, and (2) entitled to at least the customary employer-sponsored benefits package afforded by the Developer or applicable Identified Affiliate to its similarly situated employees at other locations, (ii) "**Annual Payroll**" shall mean the total wages, benefits and bonuses paid to the Full-Time Jobs employees, which average of such will be at least \$26.14 per hour, and (iii) "**Taxable Value**" shall mean the total Eligible Personal Property ad valorem taxable value that are certified and reported by the Dallas Appraisal District for a given calendar year that is directly attributable to the Business located on the Property, after completion of any lawful protest by Developer or the applicable Identified Affiliate.

Minimum Annual Performance Criteria			
Year	Minimum # of Full Time Jobs	Minimum Annual Payroll	Minimum Eligible Personal Property Taxable Value
2027	285	\$15,500,000	\$10,000,000
2028	285	\$15,500,000	\$10,000,000

2029	285	\$15,500,000	\$10,000,000
2030	285	\$15,500,000	\$10,000,000
2031	285	\$15,500,000	\$10,000,000
2032	285	\$15,500,000	\$10,000,000
2033	285	\$15,500,000	\$10,000,000
2034	285	\$15,500,000	\$10,000,000

b. Section 2.1(b)

Subject to the terms, provisions and conditions set forth in this Agreement, the City shall pay Developer an annual grant for eight (8) consecutive years beginning January 1, 2027 and concluding on December 31, 2034 (“**Grant Period**”) in amounts equal to the following percentages of the City’s ad valorem taxes on the Eligible Personal Property of the Developer and Identified Affiliates if the Developer and/or Identified Affiliates have: (1) complied with the Minimum Annual Performance Criteria for the preceding calendar year, AND (2) no Event of Default by Developer under this Agreement has occurred and is continuing after the expiration of the applicable notice and cure period, if any, under Section 3.5 (the “**Grant**”):

Grant Amount	
Year	Measure of % of Tax Received by City on Eligible Personal Property
2027	100%
2028	75%
2029	75%
2030	75%
2031	50%
2032	50%
2033	50%
2034	50%

All valuations shall be determined by the Dallas Appraisal District as of January 1st of each year. All of the Eligible Personal Property of Developer and Identified Affiliates on the Property will be timely rendered by Developer and Identified Affiliates with Dallas Central Appraisal District pursuant to Chapter 22 of the Texas Tax Code.

c. Section 2.1 (c)

Each annual payment of the Grant during the Grant Period shall be conditional upon annual compliance with the Minimum Annual Performance Criteria and terms and conditions of this Agreement. Failure to meet the Minimum Annual Performance Criteria for any calendar year during the Grant Period shall result in loss of the corresponding annual Grant payment in the following calendar year. Subject to the

City's receipt of a Payment Request from Developer, annual Grant payments will be made by the City to the Developer for any calendar year, in the following calendar year on or before the sixtieth (60th) day after the date the City actually receives the annual real property taxes assessed against the Eligible Personal Property for the prior calendar year. For illustration only, if Developer pays its real property taxes assessed against the Eligible Personal Property for the 2027 calendar year on January 31, 2028, Developer may then submit a Payment Request for the annual Grant payment based upon the 2027 calendar year.

d. Section 2.1(d)

The Parties agree that the City's obligation to pay any portion of the Grant under the terms of this Agreement shall be conditioned upon the Developer submitting a written request to the City to the attention of the City's Director of Finance at 757 N. Galloway, Mesquite, Texas or such other address as the City may hereafter notify the Developer in writing, for each annual Grant payment payable pursuant to this Agreement (each a "**Payment Request**") within forty-five (45) days of Developer and/or Identified Affiliates paying all applicable annual real property taxes assessed against the Eligible Personal Property. However, notwithstanding anything contained herein to the contrary, if the Developer submits a Payment Request for a calendar year later than August 1st of the next year, the City shall not be obligated to pay that Payment Request. Each such Payment Request shall be accompanied by a Certificate of Compliance dated effective as of the date of the Payment Request and each Texas Employers Quarterly Wage Report for the calendar year that is the subject of the Payment Request. It shall be a condition to the payment of each Payment Request that neither the Developer nor any Identified Affiliate shall have been convicted by a court of competent jurisdiction of knowingly employing Undocumented Workers to work for the Developer. City shall notify Developer if a Payment Request is incomplete or if other information is necessary to complete and approve a Payment Request within thirty (30) calendar days of receipt of a Payment Request and Developer shall promptly supply any missing or necessary additional information.

e. Section 2.2

Additional Conditions to Grant. The Parties agree that the City's obligation to pay any annual Grant payment under the terms of this Agreement shall further be conditioned upon satisfaction of the following conditions by the Developer and Identified Affiliates:

- (a) The Developer and/or Identified Affiliates shall be the tenant under a valid lease for the Industrial Building;
- (b) The Developer and/or Identified Affiliates shall occupy the Industrial Building and be actively operating the Business;

(c) There is a valid Certificate of Occupancy for the Industrial Building held by the Developer and any Identified Affiliate that is the subject of a Payment Request;

(d) Developer and all applicable Identified Affiliates shall provide City a copy of their respective Texas Employers Quarterly Wage Reports for the calendar year, with evidence of timely filing and timely payment of amounts reflected thereon; and

(e) The City shall have actually received Developer's annual payment of the City's ad valorem taxes on all Eligible Personal Property and the ad valorem taxes on all Eligible Personal Property for any Identified Affiliate that is the subject of a Payment Request; and

(f) The Developer shall timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Developer under the terms of this Agreement and no Event of Default by the Developer shall then exist and no event shall exist which, but for notice, the lapse of time, or both, would constitute an Event of Default by the Developer under the terms of this Agreement.

f. Section 3.2(a)

"Affiliate" shall mean any Person that directly controls, is directly controlled by, or is under direct common control with the Developer. As used in this definition, the term "controls," "controlled by" or "common control" shall mean that: (i) the Developer owns fifty-one percent (51%) or more of the shares or membership interests of the Person and has the power to direct and control the management and policies of the Person; (ii) the Developer owns fifty-one percent or more of the shares or membership interests of the general partner of the Person and has the power to direct and control the management and policies of the Person; or (iii) the Person owns fifty-one percent (51%) or more of the membership interests of the Developer and has the power to direct or control the management and policies of the Developer. Without limiting the foregoing and as of the Effective Date, all of the Identified Affiliates listed on Exhibit B to this Amendment are conclusively deemed to be "Affiliates" for purposes of this Agreement. For clarification, all Affiliates, however, may not be Identified Affiliates.

g. Section 3.2(c)

"Certificate of Compliance" shall mean a certificate in such form as is reasonably acceptable to the City executed by a duly authorized representative of the Developer certifying to the City: (i) that all conditions to the payment of the annual Grant payment to be satisfied as of the date of the Payment Request have been satisfied and are then continuing; (ii) that the Building is being used for the Business as permitted under applicable laws, and, has always been occupied by the Developer or one or more of its Identified Affiliates throughout the term of this Agreement; and (iii) that no Event of Default then exists by the Developer under

the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute an Event of Default by the Developer under the terms of this Agreement.

h. Section 3.2(d)

“Eligible Personal Property” shall mean taxable business personal property located on the Property including, but not limited to, machinery and equipment, office equipment, but expressly excluding inventory and motor vehicles that are not fixed to the Property, or other property designated as personal property by the Dallas Appraisal District and owned or leased by the Developer and/or an Identified Affiliate.

i. Section 3.2(e)

“Impositions” shall mean all taxes, assessments, sales, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any of its Identified Affiliates or any property or any business owned by the Developer or any of its Affiliates or related entities.

4. Notwithstanding anything else in this Amendment or the Assignment and Assumption, (a) all Full-Time Jobs required to satisfy the Minimum Annual Performance Criteria must be jobs that are performed at the Property, (b) the Annual Payroll requirement of the Minimum Annual Performance Criteria is required with respect to the Full-Time Jobs performed at the Property, and (c) only Eligible Personal Property located at the Property as certified and reported by the Dallas Appraisal District for a given calendar year that is directly attributable to the Business located on the Property may satisfy the Taxable Value requirement of the Minimum Annual Performance Criteria. For further clarification, no business activity of the Developer or Identified Affiliates, including but not limited to jobs or property, occurring or located at a location other than the Property will be considered in connection with Developer’s obligations required under the Agreement and this Amendment.

5. Developer, for and on behalf of Developer and each of the Identified Affiliates, hereby warrants and represents to the City that (a) each and every representation contained in this Amendment, the Agreement, the Officer’s Certificate and the Assignment and Assumption are true and correct, including but not limited to the representations contained in Article III of the Agreement which are incorporated herein by reference, (b) the transactions and relationships described in the Officer’s Certificate are accurate and complete, and (c) Developer encourages the City to rely upon the Officer’s Certificate in connection with entering into this Amendment and consenting to the Assignment and Assumption. Developer hereby acknowledges the City’s reliance upon the foregoing in connection with entering into this Amendment and consenting to the Assignment and Assumption.

6. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

7. Except as specifically amended by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this Amendment. In the event of any conflict or inconsistency between this Amendment and the Agreement, the terms and provisions of this Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

8. This Amendment is authorized by action of the City Council of the City by Resolution No. 62-2021, approved on September 20, 2021, authorizing the City Manager to administer the Agreement on behalf of the City including authorizing the City Manager to execute amendments to the Agreement such as this Amendment on behalf of the City. Developer represents and warrants that this Amendment has been approved by appropriate action of Developer and that the individual executing this Amendment on behalf of Developer has been duly authorized to do so.

9. Developer represents that it has completed a Texas Ethics Commission ("**TEC**") form 1295 ("**Form 1295**") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Developer and the City has not verified such information.

10. City covenants and agrees to report this Amendment to the State of Texas Comptroller's office within fourteen (14) days of the Effective Date of this Amendment, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

11. This Amendment together with the Agreement and Assignment and Assumption shall constitute the entire agreement between the Parties and supersedes all prior agreements and understanding, whether oral or written, concerning the subject matter of this Amendment and the Agreement. This Amendment and the Agreement shall not be modified or amended except in writing signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF MESQUITE, TEXAS

ATTEST:

Name: Sonja Land
Title: City Secretary

By: _____
Name: Cliff Keheley
Title: City Manager

APPROVED AS TO FORM:

Name: David L. Paschall
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____ 2026, by Cliff Keheley, City Manager of the City of Mesquite, Texas, on behalf of said municipality.

Notary Public, State of Texas

[SEAL]

DEVELOPER

RealTruck Enterprise, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this ____ day of _____ 2026, by
_____, _____ of RealTruck Enterprise, Inc., a Delaware
corporation, on behalf of said corporation.

Notary Public, State of Texas

[SEAL]

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF CHAPTER 380 GRANT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CHAPTER 380 GRANT AGREEMENT (“**Assignment**”) is dated as of January 1, 2025, and is entered into by and between VEHICLE ACCESSORIES, INC., a Delaware corporation (“**Assignor**”), and REALTRUCK ENTERPRISE, INC., a Delaware corporation (“**Assignee**”).

RECITALS

- A. Assignor is a wholly owned subsidiary of RTHOK Acquisitions LLC, a Delaware limited liability company (“**RTHOK**”); and RTHOK is a wholly owned subsidiary of Assignee.
- B. Assignor and the City of Mesquite, a Texas home rule municipality (the “**City**”) have previously entered into that certain Chapter 380 Grant Agreement dated as of September 20, 2021, as amended (the “**Chapter 380 Agreement**”); and all capitalized terms not otherwise defined herein shall have the same meanings given to them in the Agreement.
- C. In order to better effectuate the intentions of the parties and the objectives of the Chapter 380 Agreement, this Assignment is executed in order to accomplish and effectuate: (i) the transfer to Assignee of all of Assignor’s rights, title and interest in and to the Chapter 380 Agreement; and (ii) the assumption by Assignee of all of Assignor’s obligations under the terms of the Chapter 380 Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee agree as follows:

- 1. Assignment. Assignor hereby assigns to Assignee all rights of Assignor in and to the Chapter 380 Agreement.
- 2. Acceptance and Assumption. Assignee hereby: (i) accepts such assignment; and (ii) assumes and agrees to timely keep and perform all of the terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Assignor under the terms of the Chapter 380 Agreement.
- 3. Consent. Assignee agrees that the consent to this Assignment provided by the City as set forth below shall apply only to the assignment contemplated by this Assignment and shall not constitute a waiver of the necessity for the Assignee, or any subsequent assignee, to obtain the consent to any subsequent assignment of the Chapter 380 Agreement.
- 4. Ratification. Assignee hereby ratifies the terms and provisions of the Chapter 380 Agreement and hereby agrees that all terms, provisions, agreements, covenants, conditions and obligations of the Assignor under the terms of the Chapter 380 Agreement shall remain in full force and effect and the consent of the City to this Assignment as set forth below

shall not affect or impair any rights or remedies of the City pursuant to the Chapter 380 Agreement.

5. Third Party Beneficiary. The Assignor and Assignee agree that the City is a third-party beneficiary of this Assignment.
6. Venue for Chapter 380 Agreement. Assignee agrees that venue of any suit to construe or enforce the Chapter 380 Agreement shall lie exclusively in state courts in Dallas County, Texas, and Assignee hereby agrees to submit to the personal and subject matter jurisdiction of such courts. Assignee agrees to waive the right to challenge such venue or to seek the transfer of any suit, action or proceeding to a more convenient forum.
7. Assignor Authority. Assignor represents to the Assignee and to the City that: (i) it is duly formed, validly existing and in good standing under the laws of the state of its formation and is duly authorized to transact business in the State of Texas; (ii) all actions have been taken and all consents have been obtained authorizing the Assignor to enter into this Assignment; (iii) the Assignor has the full power and authority to enter into this Assignment and to fulfill its obligations under this Assignment; and (iv) each entity and person executing this Assignment on behalf of the Assignor has the authority to execute this Assignment on behalf of the Assignor.
8. Assignee Authority. Assignee represents to the Assignor and to the City that: (i) it is duly formed, validly existing and in good standing under the laws of the state of its formation and is duly authorized to transact business in the State of Texas; (ii) all actions have been taken and all consents have been obtained authorizing the Assignee to enter into this Assignment; (iii) the Assignee has the full power and authority to enter into this Assignment and to fulfill its obligations under this Assignment and the Chapter 380 Agreement; and (iv) each entity and person executing this Assignment on behalf of the Assignee has the authority to execute this Assignment on behalf of the Assignee.
9. Miscellaneous. Assignor and Assignee each agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment. If either party brings any action or suit against the other arising from or interpreting this Assignment, the prevailing party in such action or suit shall, in addition to such other relief as may be granted, be entitled to recover its costs of suit and actual attorneys' fees, whether or not the same proceeds to final judgment. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in multiple counterparts, all of which shall be but one and the same instrument, binding on both parties when all separately executed copies have been fully delivered. The parties agree that electronically transmitted signatures shall constitute original signatures for all purposes.
10. The Conditional Consent of the City.

A. Subject to the terms provided in this Assignment, the City, by its execution below, hereby expressly and conditionally consents to the assignment of the Chapter 380 Agreement by Assignor to Assignee, and the assumption by Assignee of Assignor's interest

in the Chapter 380 Agreement Obligations, as set forth in this Agreement, which consent is subject to the provisions of this Section 10 and the effectiveness of which is conditioned upon the timely and complete performance and satisfaction of the following condition precedent:

- (i) An original of this Assignment fully executed by all parties shall be provided to the City within fifteen (15) days of its full execution.

B. In the event the foregoing condition precedent is not timely and completely satisfied, the Conditional Consent of the City is void and of no effect whatsoever. The Release provided in Section 11 of this Agreement, however, will remain in full force and effect in this event.

C. This Conditional Consent of the City applies only to the specific transaction set forth in this Assignment and does not constitute a waiver of the necessity for such consent to any subsequent assignment of the Chapter 380 Agreement.

D. This Conditional Consent of the City does not consent to any terms in contravention of any provision of the Chapter 380 Agreement, as amended, and does not in any manner constitute an amendment to the Chapter 380 Agreement.

E. Notwithstanding any other provision in this Agreement, this Conditional Consent of the City does not release Assignor from any liability that resulted from an act or omission of Assignor that occurred prior to the Effective Date of this Agreement.

F. The Conditional Consent of the City does not in any manner constitute a representation or warranty of any kind with respect to the Chapter 380 Agreement or any matter relating to such agreement.

11. Assignor's Unilateral and Global Release of the City and Indemnification Agreement. In exchange for the agreement of the City to provide the foregoing Conditional Consent and \$10.00, which Assignor acknowledges as good and valuable consideration for this unilateral and global release and indemnification agreement even in the event the Conditional Consent should become void and of no effect whatsoever as a result of the failure of the condition precedent to the effectiveness of the Conditional Consent, Assignor does hereby forever release, acquit and discharge the City, its past, present and future officers, councilmembers, employees, sureties, insurers, reinsurers, underwriters, risk pools (including the Texas Municipal League Intergovernmental Risk Pool), agents, successors, assigns, personal representatives, attorneys and other representatives (collectively the “**Released Parties**”), from the beginning of the world to and through December 31, 2026, from any and all claims, demands, causes of action and damages of whatever kind or character, including but not limited to those arising directly or indirectly under the Chapter 380 Agreement including all conduct thereunder, whether statutory, contractual or in equity, known or unknown, fixed or contingent, liquidated or unliquidated, which Assignor now has or had in the past. Assignor represents and warrants that as of the date that Assignor executes this Assignment that Assignor has not assigned any such claims. **ASSIGNOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES AGAINST**

THE FULL AMOUNT OF ANY LIABILITY, LOSS, CLAIM, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES INCURRED AND ANY JUDGMENT REQUIRED TO BE PAID) IN CONNECTION WITH ANY CLAIM OR DEMAND MADE AGAINST A RELEASED PARTY WHICH CLAIM OR DEMAND ARISES OUT OF THE CLAIMS RELEASED HEREIN BY ASSIGNOR. This release is global in nature and not limited by any of the foregoing, and extends to and includes any and all matters and causes of action regardless of any legal theory that may be asserted including but not limited to breach of contract, implied covenants, negligence, misrepresentation, specific performance or other contractual or equitable remedy, or violation of any local, state or federal statute, rule or regulation, and all types of damages including but not limited to loss of income or profits, property damages, consequential and punitive damages, and attorneys' fees, whether or not they have fully matured or are appreciated at this time. Assignor represents and warrants that Assignor grants this unilateral and global release and indemnity agreement upon the freewill and judgment of the authorized persons signing on behalf of Assignor and such persons state by signing this Agreement that such persons, nor anyone else acting for or on behalf of Assignor, were not induced to grant this unilateral and global release by any statement, act or representation of any kind or character on the part of the Released Parties.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date and year first above written.

“ASSIGNOR”

VEHICLE ACCESSORIES, INC. a
Delaware corporation

By: _____

Name:

Title:

Date:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2026, by _____,
in his or her capacity as _____ of Vehicle Accessories, Inc., a Delaware corporation, on
behalf of said corporation.

NOTARY PUBLIC, State of Texas

“ASSIGNEE”

REALTRUCK ENTERPRISE, INC., a
Delaware corporation

By: _____

Name:

Title:

Date:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2026, by _____,
in his or her capacity as _____ of RealTruck Enterprise, Inc., a Delaware corporation, on
behalf of said corporation.

NOTARY PUBLIC, State of Texas

Execution hereof on behalf of the City of Mesquite, Texas is for purposes of the City’s Conditional Consent only. By its execution, the City does not affirm any representation made in the Assignment by the Parties.

ATTEST: CITY OF MESQUITE

_____	By:_____
Name: Sonja Land	Name: Cliff Keheley
Title: City Secretary	Title: City Manager

APPROVED AS TO FORM:

Name: David L. Paschall
Title: City Attorney

STATE OF TEXAS	§
	§
COUNTY OF DALLAS	§

This instrument was ACKNOWLEDGED before me on _____, 2026, by Cliff Keheley, in his capacity as City Manager of the CITY OF MESQUITE, on behalf of said City.

NOTARY PUBLIC, State of Texas

EXHIBIT B

LIST OF PERMITTED PERFORMANCE ENTITIES & AFFILIATES

- RealTruck Enterprise Inc., a Delaware corporation
- RTHOK Acquisitions, LLC, a Delaware limited liability company
- Vehicle Accessories, Inc., a Delaware corporation
- Powerflow, Inc., a New York corporation
- Adell Group, LLC, a Delaware limited liability company
- Cord Group, LLC, a Delaware limited liability company
- Hope Valley Industries, LLC, a Delaware limited liability company

EXHIBIT C

REALTRUCK, INC. OFFICER'S CERTIFICATE

Docusign Envelope ID: AAA409EA-6DCD-4CB2-A15B-9AA39E073AE2



REALTRUCK, INC. OFFICER'S CERTIFICATE

To Whom It May Concern:

I, Eric J. Dale, in my capacity as Secretary of RealTruck, Inc. ("the Company"), as of this 22nd day of April, 2026, hereby certify and attest the following:

1. RealTruck, Inc. is a Delaware corporation incorporated on December 7, 2020.
2. RealTruck Enterprise, Inc. is a Delaware corporation incorporated on November 6, 2007, and is a wholly owned subsidiary of the Company.
3. RTHok Acquisitions, LLC ("RTHok") is a Delaware limited liability company formed on December 16, 2024, and is a wholly owned subsidiary of RealTruck Enterprise, Inc.
4. Vehicle Accessories, Inc. ("VAI") is a Delaware corporation incorporated on April 30, 2019.
5. On March 5, 2025, the Company acquired VAI ("the Acquisition") and VAI thereafter became a wholly owned subsidiary of RTHok that operates under the RTHok corporate umbrella.
6. Powerflow, Inc. is a New York corporation incorporated June 1, 1978.
7. Adell Group, LLC is a Delaware limited liability company formed on September 7, 2018.
8. Cord Group, LLC is a Delaware corporation incorporated on November 30, 2021.
9. Hope Valley Industries, LLC is a Delaware limited liability company formed on November 12, 2019.
10. Powerflow, Inc., Adell Group, LLC, Cord Group, LLC, and Hope Valley Industries, LLC (collectively, the "VAI Subsidiaries") are wholly owned subsidiaries of VAI.
11. Following the Acquisition, the VAI Subsidiaries remained wholly owned subsidiaries of VAI and currently operate under the RTHok corporate umbrella.

[SIGNATURE PAGE FOLLOWS]

CORPORATE OFFICE
5400 Data Court
Ann Arbor, MI 48108 USA

WE'RE REALTRUCK PEOPLE.

TEL: 877-875-4376
WEB: RealTruck.com

Docusign Envelope ID: AAA469EA-6DCD-4CB2-A15B-9AA39E073AE2



This attestation is provided to the City of Mesquite, Texas for its internal review and reliance.

I hereby confirm that the above is true and accurate.

Signed by:
By: Eric Dale
Eric J. Dale
Secretary
RealTruck, Inc.

STATE OF MICHIGAN

COUNTY OF WASHTENAW

Subscribed and sworn to before me this 22nd day of April 2026, a Notary Public in and for
Washtenaw County, Michigan.

Signed by:
Ryan T Sanderson
1018D84FE2EF485...
Notary Public

RYAN T SANDERSON
Notary Public - State of Michigan
County of Washtenaw
My Commission Expires Jul. 21, 2027

CORPORATE OFFICE
5400 Data Court
Ann Arbor, MI 48108 USA

WE'RE  **REALTRUCK** PEOPLE.

TEL: 877-875-4376
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Certificate Of Completion		
Envelope Id: AAA469EA-6DCD-4CB2-A15B-9AA39E073AE2		Status: Completed
Subject: Complete with Docusign: 2026.04.17 Secretary's Certificate for VAI Acquisition (FINAL).docx		
Source Envelope:		
Document Pages: 2	Signatures: 2	Envelope Originator:
Certificate Pages: 2	Initials: 0	Ryan T Sanderson
AutoNav: Enabled		4414 SW College Rd.
EnvelopeId Stamping: Enabled		Suite 1410
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		ryan.sanderson@realtruck.com
		IP Address: 199.231.54.126

Record Tracking		
Status: Original	Holder: Ryan T Sanderson	Location: Docusign
4/22/2026 1:00:38 PM	ryan.sanderson@realtruck.com	
Signer Events	Signature	Timestamp
Eric Dale	Signed by:  4C7E64240C57400...	Sent: 4/22/2026 1:02:28 PM
Eric.Dale@realtruck.com		Viewed: 4/22/2026 1:18:38 PM
Security Level: Notarized Signing (Notary: Ryan T Sanderson)		Signed: 4/22/2026 1:19:01 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 24.184.12.38	

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Ryan T Sanderson ryan.sanderson@realtruck.com Notary for Eric Dale (Eric.Dale@realtruck.com) Security Level: Email, Account Authentication (Required), Digital Certificate Signature Provider Details: Signature Type: DS Authority IDV (Client ID: c171dfd7-d7e5-4793-b1bf-4d660787eaa0) Issuer: DocuSign Cloud Signing CA-Identity Subject: CN=Ryan T Sanderson	RYAN T SANDERSON Notary Public - State of Michigan County of Washtenaw My Commission Expires Jul. 21, 2027 Using IP Address: 199.231.54.126 Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.42482.2.1.1.8 [1.1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.com/trust/compliance/public-certificates	Sent: 4/22/2026 1:02:29 PM Viewed: 4/22/2026 1:18:35 PM Signed: 4/22/2026 1:19:15 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2026 1:02:29 PM
Envelope Updated	Security Checked	4/22/2026 1:12:14 PM
Envelope Updated	Security Checked	4/22/2026 1:12:14 PM
Certified Delivered	Security Checked	4/22/2026 1:18:35 PM
Signing Complete	Security Checked	4/22/2026 1:19:15 PM
Completed	Security Checked	4/22/2026 1:19:15 PM
Payment Events	Status	Timestamps