ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF AUSTIN
AND NATIONAL INSTRUMENTS CORPORATION

This Economic Development Agreement ("Agreement") is made and entered into as of _____, 2013 (the "Effective Date") by and between National Instruments Corporation (the "Company"), a Delaware corporation, with its principal places of business in Austin, Texas, and the City of Austin, a home-rule municipal corporation situated in Hays, Travis and Williamson Counties acting by and through its duly authorized City Manager or his designee (the "City"). The City is authorized by Chapter 380 of the Texas Local Government Code to create programs for the grant of public money to promote state and local economic development and to stimulate local business and commercial activity.

The City has authorized the creation of an economic development program under Chapter 380 of the Texas Local Government Code and has authorized the City Manager to make a grant of money to the Company to (i) locate, a Research and Development Facility in Austin and make capital investments in the Desired Development Zone, and (ii) create New Full-Time Jobs at the Research and Development Facility ((i) and (ii) together are the "Project").

The location of the Company's Research and Development Facility in Austin will further state and local economic development and stimulate business and commercial activity in Austin. The Company accepts the City's grant and agrees to carry-out the Project, the terms of which are the subject of this Agreement.

The City and the Company agree as follows:

AGREEMENT

I. Company's Obligations

1.01 Investment in the Desired Development Zone. The Company shall locate its Research and Development Facility (the "Research and Development Facility") on approximately 8.5 acres situated on the Company's campus at 11500 North Mopac Expressway. The Company shall ensure that:

(a) The Company or its lessor, or landlord or owner of the real property at which the Research and Development Facility is located, has used commercially reasonable efforts to achieve LEED Certification for the Research and Development Facility; and

(b) After the Effective Date of this Agreement, and before December 31, 2015, the Company or its lessor, or landlord, or owner of the real property at which the Research and Development Facility is located, has invested at least $47,000,000 in new real property improvements; and

(c) After the Effective Date of this Agreement and before December 31, 2015 the Company has invested at least $33,000,000 in the purchase and installation of business personal property at the Research and Development Facility to be used at the Facility to support the operations of the Facility.

1.02 Creation and Retention of New Full-Time Jobs. The Company shall create at least 1,000 New Full-Time Jobs (as hereafter defined) located at the Company's Research and Development Facility, by December 31, 2022. A "New Full-Time Job," is a full-time job created after the Effective Date of this Agreement that is performed at the Research and Development Facility by employees of the Company, and created as the result of the improvements to and operation of the Research and Development Facility.

(a) The Company shall create and retain the New Full-Time Jobs as follows:
- (i) 142 New Full-time Jobs before December 31, 2014;
- (ii) 236 New Full-time Jobs before December 31, 2015;
- (iii) 334 New Full-time Jobs before December 31, 2016;
- (iv) 435 New Full-time Jobs before December 31, 2017;
- (v) 540 New Full-time Jobs before December 31, 2018;
- (vi) 649 New Full-time Jobs before December 31, 2019;
- (vii) 762 New Full-time Jobs before December 31, 2020;
- (viii) 879 New Full-time Jobs before December 31, 2021; and
- (ix) 1000 New Full-time Jobs before December 31, 2022.

(b) The Company shall maintain the required New Full-Time Jobs as of December 31st of each year thereafter throughout the term of this Agreement.

(c) Each employee in a New Full-time Job must be compensated at a rate of at least $11 per hour throughout the term of the Agreement.

(d) The average annual compensation, excluding health insurance and retirement benefits, for all New Full-time Jobs must not be less than the following amounts:

Year	Average Annual Compensation
2014	$64,840
2015	$66,837
2016	$68,842
2017	$70,907
2018	$73,034
2019	$75,225
2020	$77,482
2021	$79,807
2022	$82,201
2023	$82,201

If the average annual compensation for all New Full-time Jobs is less than the amount required, the Company shall not be entitled to receive the Chapter 380 Payment for that year.

(e) If the number of people employed in New Full-Time Jobs falls below the number of jobs required by Sections 1.02(a) & (b):

1. The Company shall create or reinstate the requisite number of New Full-Time Jobs within ninety (90) days after December 31st of the applicable year; and

2. The average annual compensation for all New Full-time Jobs must not be less than the amount required in Section 1.02(c) as of the date which is 90 days after December 31st of the applicable year.

(f) National Instruments Corporation shall retain at least 2,440 full-time jobs at its corporate headquarters, which is currently located in Austin, throughout the term of this Agreement. To count towards satisfaction of this provision, each retained job must be a full-time job performed in the City of Austin by employees of National Instruments Corporation (the "Existing Job"*).*

(g) If on December 31 of any year during the term of this Agreement the number of Existing Jobs retained is less than 2,440, the number of New Full-Time Jobs required under Section 1.02 shall be increased job for job by the amount of the deficit in Existing Jobs.

(h) Throughout the term of this Agreement, National Instruments Corporation shall provide health insurance coverage for all employees in New Full-time Jobs and their families/dependents, including same-sex partners of employees in New Full-time Jobs.

(i) Throughout the term of the Agreement, the Company shall continue its local Science, Technology, Engineering and Math (STEM) outreach program efforts at existing or expanded level, including providing services to 1,000 students each year.

(j) If the Company fails to comply with the preceding requirements in Section 1.02, the City, at its sole discretion, may terminate this Agreement in accordance with Section 3.08(b) after giving the Company notice and an opportunity to cure said failure in accordance with Section 3.04 below.

1.03 Recruitment.

(a) In addition to its own efforts, the Company shall make commercially reasonable efforts to work with local non-profit organizations such as the Austin Gay and Lesbian Chamber of Commerce, the Capital City African American Chamber of Commerce, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Austin/Travis County Reentry Roundtable, Minorities for Equality in Employment Education Liberty, the Texas Department of Assistive and Rehabilitative Services (DARS), the National Society of Black Engineers, the Society of Hispanic Professional Engineers, and/or other appropriate organizations to expand its pool of diverse candidates in hiring recruitment efforts for jobs at the Research and Development Facility. The Company shall provide documentation of its efforts to the City upon request.

(b) The Company shall make commercially reasonable efforts to recruit residents of the Austin area for its New Full-time Jobs. The Company shall provide documentation of its efforts to the City upon request.

(c) The Company shall adhere to its equal employment policies and practices (attached hereto as Exhibit A).

(d) If the Company fails to comply as provided for in paragraphs (a), (b), or (c) above, the Company will be required to forfeit the Chapter 380 Payments scheduled to be paid pursuant to Section 2.01 for the year in which such default occurred.

1.04 Local Business Participation.

(a) In an effort to further stimulate and positively impact the local economy, the Company shall use commercially reasonable efforts to provide minority-owned, women-owned and local small businesses certified by the City's Small and Minority Business Resources Department (SMBR) an equal opportunity to participate as suppliers for materials and services purchased by the Company exclusively for use at its Research and Development Facility. To assist in recruiting efforts, the Company is required to contact SMBR for a list of available City certified minority-owned, women-owned and local small businesses.

(b) Within ninety (90) days after the Effective Date, the Company shall submit to the City a reasonable supplier diversity policy regarding the Company's procurement of materials and services to be used exclusively at the Research and Development Facility which may be reasonably modified from time to time by the Company, provided the policy and all modifications are approved by SMBR. The Company agrees to adhere to this policy for the procurement of materials and services for which the cost is more than Five Thousand and No/100 Dollars ($5,000.00) and for which there are qualified local certified M/WBE suppliers, providing competitive prices and with sufficient financial resources in light of the particular materials and services to be supplied. Failure to comply with this obligation shall be considered a breach of this Agreement. Should SMBR determine that the Company has failed to satisfy its obligation under these paragraphs (a) and (b) the Company will forfeit the next anticipated Chapter 380 Payment as described in paragraph (g). With respect to any individual procurement of materials or services for which the cost is Five Thousand and No/100 Dollars ($5,000.00) or less, the Company is encouraged, but not required, to adhere to the requirements of these paragraphs (a) and (b). The Company shall maintain and provide documentation of its efforts to comply with this paragraph to SMBR as part of its monthly reports required under subsection 1.04(f) below.

(c) The Company shall comply with the applicable standards and principles of Chapters 2-9A through 2-9D of the City's ordinance for M/WBEs ("**M/WBE Program Ordinance**") in the design and construction of its Research and Development Facility.

With respect to any design or construction projects for the Company's Research and Development Facility, including, but not limited to, leasehold improvements, the Company, the architect and the general contractor shall meet the gender and ethnic-specific participation goals or subgoals for each year in which design or construction occurs as determined by the Director of SMBR in accordance with the M/WBE Program Ordinance and rules. Prior to advertising a bid for any

portion of the design or construction work, the Company shall submit to SMBR a copy of a proposed solicitation in order for the City to determine the gender and ethnic-specific participation goals or subgoals for the project. The determination by the Director shall be based on the proposed size, type and scope of work to be undertaken by the Company and described in the bid documents, and the availability of each group of MBEs to perform elements of the work. The City may utilize either the cumulative MBE goal or the subgoals for each group of minority persons in the proposed solicitation, or set project MBE/WBE participation goals as provided in Section 2-9A-19 *(Establishment of MBE/WBE Participation Levels for Individual Contracts in Construction)*, or as may subsequently be amended. The Director shall have ten business days from receipt of a bid package from the Company in order to evaluate and determine the required level for utilization of M/WBE project or phase-specific goals or subgoals, and shall notify the Company in writing of the Director's determination.

In an effort to meet the gender and ethnic-specific M/WBE utilization goals, the Company shall implement an outreach program designed to solicit participation of M/WBEs. These outreach efforts should also target small businesses generally. The Company may seek the assistance of SMBR in these outreach efforts as described in paragraph (e) below.

For any year in which the Company, the architect and the general contractor fail to meet each of the goals or subgoals established by the Director, the Company, the architect and the general contractor must demonstrate good faith efforts to meet the goals as described in the City's M/WBE Program Ordinance. The Company shall submit documentation demonstrating its own and the architect's and general contractor's good faith efforts to meet the goals as is required under the following paragraph (f). If the Company provides documentation to SMBR evidencing its own and its architect's and general contractor's good faith efforts, the Company shall be deemed in compliance with this paragraph (d). Failure to perform this obligation shall be considered a material breach of this Agreement. The City acknowledges that this obligation does not require the Company to modify, nullify or abrogate any contracts that the Company has entered into prior to the Effective Date of this Agreement.

(d) The Company shall apprise SMBR when the Company desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which the Company may solicit or cause the architect or its general contractor to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings, and assisting the Company, its architect, or general contractor in soliciting M/WBE firms to provide bids. The Company is not required to solicit participation during a period in which the Company is not engaged in designing and/or constructing its Research and Development Facility, but rather, the Company is required to incorporate the standards and principles of the City's M/WBE Program Ordinance including the foregoing M/WBE utilization goals into its development process as and when such process exists in connection with the Research and Development Facility.

(e) The Company shall provide monthly reports to SMBR no later than the 10th day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the New Improvements; and (ii) a summary of the Company's efforts to implement the standards and principles of the City's M/WBE Program Ordinance. SMBR shall provide the forms to be used by the Company in submitting such reports.

(f) Within thirty (30) days of receipt of the Company's final monthly report (as is required under paragraph (f) above for the preceding year, January 1st through December 31st (the "**SMBR Compliance Period**"), SMBR shall determine whether the Company is in compliance with the requirements of this Section 1.04. Should SMBR determine that the Company (or its architect or general contractor), has not complied with the obligations of this Section 1.04, the Company will forfeit the next anticipated Chapter 380 Payment. For example, if the Company (or its architect or general contractor) fails to comply with its obligations under Section 1.04 for one year, the Company will be required to forfeit one Chapter 380 Payment. If the Company fails to comply with the obligations for two years, the Company will be required to forfeit two Chapter 380 Payments, and so on.

1.05 Construction Worker Wages.

(a) For purposes of construction referenced in 1.01(b), the Company agrees to pay new facility construction workers the higher wage of:

(1) Prevailing wages, as defined by the City of Austin; or

(2) $11 per hour.

The City has defined prevailing wage as the wage specified in a Department of Labor (DOL) published wage determination for a particular construction trade in Travis County or as the result of a City of Austin wage survey conducted according to DOL established methodology, in effect at the time of solicitation for a construction project.

(b) National Instruments (NI) agrees to allow City staff from the Contract Management Department (CMD) to audit for wage compliance, to include assigning a single point of contact for these matters, to permit CMD staff to interview workers and conduct on-site observations related to wage compliance, and to permit CMD staff to review all construction-related certified payroll reports on-site once a month or as requested by staff.

(c) Should a wage issue occur as identified by CMD staff; National Instruments will work with CMD staff to correct the issue.

1.06 Compliance with City Regulations. For the construction of new real property improvements to the Company's Research and Development Facility, or the construction or remodeling of any future facilities in the City's planning jurisdiction during the term of this Agreement, the Company will comply with City of Austin Zoning Ordinance No. 970814-F, Planned Development Agreement, and all City Code regulations, including water quality regulations in effect at the time any site plan application is filed, unless the

Company has negotiated an agreement with the City to comply with overall impervious cover limits and provide the currently required water quality controls. This means the Company will not assert possible Chapter 245 rights to avoid compliance with water quality regulations during the term of this Agreement. If, during the term of this Agreement, a development does not comply with water quality regulations in effect at the time any site plan application is filed for such development, after proper notice and opportunity to cure the deficiency in accordance with Section 3.04, below, the City may terminate this Agreement by giving the Company written notice of its election to terminate.

1.07 Certificate of Compliance and Inspection.

(a) Beginning March 31, 2015 and continuing each year thereafter during the term of this Agreement, the Company shall deliver to the City before March 31 of each year a Certificate of Compliance utilizing the form attached as Exhibit "B".

(b) In the Certificate of Compliance, the Company shall warrant to the City that it is in full compliance with each of its obligations under this Agreement.

(c) The City, and/or its representative(s), including third-parties contracted by the City, has the right to inspect all relevant records of the Company as are reasonably necessary to verify compliance with all requirements of this Agreement. Inspections shall be preceded by at least two weeks' notice in writing to the Company.

1.08 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker").

(a) During the term of this Agreement, the Company shall notify City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers.

(b) If the Company, or a branch, division or department of the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%) from the date of each payment of an economic development grant, shall be repaid by the Company to the City not later than the one hundred twentieth (120th) day after the date the City notifies the Company of the violation.

(c) The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past economic development grants and interest. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

1.09 Failure to Meet Obligations. In the event that the Company fails to fulfill its obligations under this Agreement, and does not cure such failure after City sends notice of an Event of Default (as hereafter defined) to the Company and expiration of the cure period described in Section 3.04 below, City may, at its option, terminate this Agreement in

accordance with Section 3.08 (b) below. Upon termination of this Agreement for the Company's failure to cure an Event of Default, the City shall not be required to further pay, and the Company shall not be entitled to receive any further payments under this Agreement. The foregoing sentence shall not release the City from its obligation to make payment for any prior year(s) of this Agreement during which the Company did fulfill its obligations under the performance guidelines set forth in Sections 1.01 through 1.07, above.

II. City's Obligations

2.01 Economic Development Incentive. As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement City shall pay to the Company annual Chapter 380 payments calculated according to the following formula:

(a) 50% of the City property taxes levied on all personal property acquired after the Effective Date of this Agreement that is installed in National Instruments Corporation's Research and Development Facility located in Austin, Texas and

(b) 50% of the City property taxes levied on the increase of real property taxable valuation after the Effective Date of this Agreement for the Research and Development Facility located in Austin, Texas and improvements thereon which are owned or leased by National Instruments Corporation.

Such payment will commence with the tax year 2014 and terminate upon payment of the taxes for tax year 2023. (The first payment is expected to occur in calendar year 2015, and the final payment is expected to occur in calendar year 2024.) These payments, based on National Instruments Corporation's ~~Obligations~~ performance as provided above, are estimated at a total of $1,667,575.

Replacements of existing personal property must be New Equipment and Machinery in order to be eligible for the Chapter 380 Payment under this Agreement. Real property improvements constructed at the Research and Development Facility, by or for National Instruments Corporation after the Effective Date are included among the property referenced in Section 2.01(b). City property taxes on the value of existing real property improvements are not included in the amount eligible for Chapter 380 Payments.

2.02 Schedule for Chapter 380 Payments and Coordination with Travis Central Appraisal District (TCAD).

(a) In order to properly identify property which is eligible for Chapter 380 Payments, National Instruments Corporation will work with TCAD to create separate TCAD accounts for both new real property improvements and personal property acquired after the Effective Date.

(b) The initial real property taxable valuation for purposes of calculating the increase under Section 2.01(b) shall be the appraised value of the land for tax year 2012 at $174,240 per acre.

(c) With respect to the Chapter 380 Payments described in Section 2.01 above, on or before March 31st of each year during the term of this Agreement, National

Instruments Corporation shall provide evidence to the City of the amount of the City property taxes paid by National Instruments Corporation to the Travis County tax collector or its successor (the "Property Tax Notice"). The Chapter 380 Payments shall be based on the amount stated in the Property Tax Notice.

(d) Chapter 380 Payments shall be paid to National Instruments Corporation by the City on an annual basis for the preceding year, on or before October 31st following the tax year for which taxes were paid. For example the first Chapter 380 Payments shall be based on taxes paid for the calendar year 2014, and shall be paid on or before October 31, 2015, and the last Chapter 380 Payment shall be based on taxes paid for the calendar year 2023, and shall be paid on or before October 31, 2024. The City is not obligated to make a grant payment for any year which does not qualify (*i.e.*, the City has determined that the Company has failed to meet the required performance measure or condition applicable to the Company for that year) and has provided written notice to the Company of such determination ~~on or before October 31st of the following year~~ and has given the Company an opportunity to cure such failure in accordance with Section 3.04 below.

(e) If, after the October 31 payment date of any year, National Instruments Corporation is required to pay more City property taxes on its property with respect to which a Chapter 380 Payment is provided under this Agreement than the amount stated in National Instruments Corporation's Property Tax Notice to the City for the year preceding the applicable October 31 payment date, then National Instruments Corporation shall notify the City in writing of the amount of additional Property Tax paid by National Instruments Corporation to the County tax collector or its successor (the "Additional Property Tax Notice"). The City shall pay National Instruments Corporation the amount stated in the Additional Property Tax Notice at the same time as the next payment is made to National Instruments Corporation.

(f) If National Instruments Corporation's property taxes are reduced at any time after the City's receipt of the Property Tax Notice or Additional Property Tax Notice, National Instruments Corporation must promptly notify the City of this change. If such notification is received by the City after the City has made the applicable Chapter 380 Payment to National Instruments Corporation, the subsequent Chapter 380 Payment will be reduced to reflect the property tax reduction of the prior year. If this reduction occurs during the last year of the Term, National Instruments Corporation must promptly refund to the City the amount reflecting the reduction in taxes for the applicable year.

A summary explanation and examples of payment of grants under this Agreement is attached as Exhibit "C".

III. General Terms

3.01 Term. The term for this Agreement is ten (10) years. This Agreement shall become enforceable upon execution and delivery by the City and the Company. Unless this Agreement is terminated earlier in accordance with Section 3.08, the Company's obligations to perform under this Agreement shall be completed on December 31, 2023

and the City shall make its final payment to the Company under this Agreement on or before October 31, 2024.

3.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to the Company.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payment(s) to be made to the Company, or other expenditure(s) under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, or any other economic development or financing program authorized by statute or home-rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in a given fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to the Company for such payments or expenditures unless and until appropriation of the necessary funds is made; provided, however, that the Company, in its sole discretion, shall have the right, but not the obligation, to terminate this Agreement and shall have no obligations under this Agreement for the year in which the City does not appropriate the necessary funds.

(d) To the extent there is a conflict between this Section 3.01 and any other language or covenant in this Agreement, this Section 3.01 shall control.

3.03 Representations and Warranties. The City represents and warrants to the Company that the economic development program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the economic development program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the City that it has the requisite corporate authority to enter into this Agreement.

3.04 Event of Default. If either the City or the Company should fail in the performance of any of its obligations under this Agreement, such failure or omission to perform shall constitute an "Event of Default" under this Agreement. When an Event of Default occurs, the non-defaulting party shall provide the defaulting party with written notice of the alleged Event of Default (pursuant to Section 3.09, below), and allow the defaulting party a minimum period of ninety (90) calendar days after the receipt of this notice to cure such Event of Default, prior to terminating this Agreement, instituting an action for breach of contract or pursuing any other remedy for the event of default.

3.05 Entire Agreement. This Agreement contains the entire agreement between the Parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating to the Parties' obligations are superseded by this Agreement. This Agreement may only be modified, altered or revoked by written amendment signed by the City and the Company.

3.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

3.07 Assignment. Except as provided below, the Company may not assign its rights or obligations under this Agreement to a third party without prior written approval of the City. The City's approval of the assignment shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, the Company may assign all or part of its rights and obligations under this Agreement without the prior consent of the City to an affiliate of the Company in which the Company owns at least a fifty percent (50%) interest, or to a third party lender advancing funds for the acquisition, construction or operation of the Company's Research and Development facility.

3.08 Termination.

(a) Termination by the Company for convenience. In the event the Company elects not to proceed with the Project as contemplated by this Agreement, the Company shall notify the City in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

(b) Termination for Cause. If either Party to this Agreement fails to meet its obligations under this Agreement, and the non-defaulting party provides notice of the Event of Default as set forth in Section 3.04, above, and the Event of Default is not cured within the ninety (90) calendar day cure period, this Agreement may be terminated by the non-defaulting party after expiration of the ninety (90) calendar day cure period.

3.09 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

To the Company:

National Instruments Corporation
Attn: David Hugley, Vice President
11500 North Mopac Expressway
Austin, Texas 78759
Phone: (512) 683-5713
Fax: (512) 683-6913
Re: Economic Development Agreement

To the City:

City of Austin
Attn: City Manager
301 West 2nd Street
Austin, Texas 78701
(P.O. Box 1088, Austin, Texas 78767)
Phone: (512) 974-2200
Fax: (512) 974-2833

with copies to:

City of Austin
Attn: Director, Economic Growth and Redevelopment Services Office
301 West 2nd Street
Austin, Texas 78704
Phone: (512) 974-7802
Fax: (512) 974-7825

City of Austin
Attn: Jacqueline Cullom, Assistant City Attorney
301 West 2nd Street, 4th Floor
Austin, Texas 78701
Phone: (512) 974-2268
Fax: (512) 974-2894

Either party may designate a different address at any time upon written notice to the other party.

3.10 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall be interpreted as being drafted by both Parties in conjunction with the other, neither more strongly for, nor against any party.

3.11 Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas. Venue for any dispute arising under this Agreement shall lie in the state courts of Travis County, Texas.

3.12 Severability. In the event any provision(s) of this Agreement is deemed illegal, invalid or unenforceable under present or future law(s) by a court of competent jurisdiction, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision will be substituted by written amendment to this Agreement which is legal, valid or enforceable and similar in terms to the provision deemed to be illegal, invalid or unenforceable.

3.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

3.15 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, current and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Research and Development Facility or the design, construction or operation of any portion thereof.

3.16 Public and Confidential Information. Information provided by or on behalf of the Company under or pursuant to this Agreement that the Company considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the Company shall be responsible for defending the confidentiality of such information. Other records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection.

3.17 Counterparts. This Agreement may be executed in several identical counterparts by the Parties on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts combined shall constitute one (1) original agreement**.**

EXECUTED by the authorized representatives of the Parties on the dates indicated below.

National Instruments Corporation
a Delaware corporation

By:_____
David Hugley
Vice President

Date: _____, 2013

CITY OF AUSTIN,
a home-rule municipal corporation

By: _____
Marc A. Ott
City Manager

Date: _____, 2013

Approved as to form:

_____
Jacqueline Cullom, Assistant City Attorney

EXHIBITS:

Exhibit "A": Fair Employment Policies and Practices

Exhibit "B": Certificate of Compliance

Exhibit "C": Schedule of Obligations

EXHIBIT “A”
Fair Employment Policies and Practices

Please refer to following page.

NATIONAL INSTRUMENTS™

EQUAL EMPLOYMENT OPPORTUNITY POLICY

DATE: August 1, 2005

TO: NATIONAL INSTRUMENTS EMPLOYEES

SUBJECT: Equal Employment Opportunity

I am committed to the goal of equal employment opportunity and affirmative action ("EEO/AA"). Enhancing and using the abilities of all individuals to their fullest extent will continue the profitable and responsible growth of our company. As we implement business processes to grow the company into a billion dollar corporation, our quest to hire should include proactive recruiting practices which are congruent with attaining this goal and include hiring from a diverse population, which values employees differences. Although we continue to make progress toward this goal through my personal commitment, there is still work to be done in this important area.

To carry out my personal commitment to EEO/AA, I have designated Mr. Mark Finger as our company's EEO/AA Officer and Ms. Ruth Maroney as EEO/AA Coordinator, and have charged them with the responsibility to develop and thereafter maintain the necessary programs, records, and reports to comply with all government regulations, and with the goals and objectives of our Equal Employment Opportunity Policy and our Affirmative Action Programs (pursuant to Executive Order 11246 and pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Rehabilitation Act of 1973, as amended) and to report to me on our progress. Employees or applicants who wish to review our Affirmative Action Programs, or who have any questions about our Affirmative Action Programs or EEO policy, should contact the EEO Officer or the EEO Coordinator.

Our employment decisions will advance the principles of equal employment opportunity and affirmative action. To ensure this, I am directing that National Instruments will:

1. Recruit, hire, train and promote persons in all job titles, without regard to race, sex, age, religion, disability, veteran status or national origin.

2. Base decisions on employment so as to further the principle of equal employment opportunity.

3. Insure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

4. Insure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, sex, age, religion, disability, veteran status or national origin.

All employees are encouraged to become actively involved in programs, which increase our ability to find qualified candidates for all job positions. Also, I encourage you to participate in community organizations that foster social and economic opportunity for all members of our community.

I am confident that you will continue to approach this responsibility with the sensitivity and human concern you have demonstrated in the past.

James J. Truchard
President and CEO

11500 N Mopac Expwy • Austin, TX 78759-3504 USA
Sales and Service: (512) 683-0100 • Other Calls: (512) 338-9119 • Fax: (512) 683-8411 • info@ni.com

Exhibit B

Certificate of Compliance

Company: National Instruments Corporation

Reporting Year: January 1 through December 31, 20__ Year # ___ of 10

1.0 Investment

1.1 §1.01 of the Agreement requires that after the Effective Date of this Agreement, and before December 31, 2015, the Company or its lessor, or landlord, or owner of the real property at which the Research and Development Facility is located, shall invest at least $47,000,000 in new real property improvements.

a. To date the City has not verified National Instruments Corporation's investment in constructing the Company's Research and Development Facility.

b. $_____ has been invested to construct National Instruments Corporation's Research and Development Facility for the reporting year ending December 31, 20__.

1.2 §1.01 of the Agreement requires that after the Effective Date of this Agreement and before December 31, 2015 the Company shall invest at least $33,000,000 in the purchase and installation of business personal property at the Research and Development Facility.

a. To date the City has not verified National Instruments Corporation's investment in Business Personal Property.

b. National Instruments Corporation has invested $_____ in Business Personal Property at the Research and Development Facility for the reporting year ending December 31, 20__.

2.0 Employment

2.1 §1.02(a) and 1.02(b) of the Agreement require National Instruments Corporation to create 1,000 New Full-time Jobs by December 31, 2022 and retain those New Full-time Jobs throughout the term of the Agreement. The job creation schedule is as follows:

a. 142 New Full-time Jobs before December 31, 2014;
b. 236 New Full-time Jobs before December 31, 2015;
c. 334 New Full-time Jobs before December 31, 2016;
d. 435 New Full-time Jobs before December 31, 2017;
e. 540 New Full-time Jobs before December 31, 2018;
f. 649 New Full-time Jobs before December 31, 2019;
g. 762 New Full-time Jobs before December 31, 2020;
h. 879 New Full-time Jobs before December 31, 2021; and
i. 1000 New Full-time Jobs before December 31, 2022.

2.2 Number of New Full-time Jobs created and retained as of December 31, 20__: _____

2.3 §1.02(c) requires that throughout the term of this Agreement, National Instruments Corporation shall provide health insurance coverage for all employees in New Full-time Jobs and their families/dependents, including same sex partners of employees in New Full-time Jobs.

2.4 §1.02(d) requires that each employee in a New Full-time Job must be compensated at a rate of at least $11 per hour throughout the term of the Agreement.

Exhibit B

Certificate of Compliance

Company: National Instruments Corporation

Reporting Year: January 1 through December 31, 20__ Year # ___ of 10

2.5 Did National Instruments Corporation provide health insurance coverage and compensation of at least $11 per hour to all employees in New Full-time Jobs during the year ended December 31, 20__ as required in §1.02 of the Agreement?

☐ Yes ☐ No

2.6 §1.02(e) of the Agreement requires that the average annual compensation, excluding health insurance and retirement benefits, of the New Full-Time Jobs created and retained shall be as follows:

Year	Average Annual Compensation
2014	$64,890
2015	$66,837
2016	$68,842
2017	$70,907
2018	$73,034
2019	$75,225
2020	$77,482
2021	$79,807
2022	$82,201
2023	$82,201

2.7 Did the average annual compensation, excluding health insurance and retirement benefits, of the New Full-Time Jobs created and retained during the year ended December 31, 20__ equal or exceed the requirements in §1.02(e) of the Agreement?

☐ Yes ☐ No

2.8 §1.02(g) of the Agreement requires National Instruments Corporation to retain at least 2,440 Existing full-time Jobs at its corporate headquarters throughout the term of this Agreement.

2.9 Number of Existing Jobs retained as of December 31, 20__: _____

2.10 If as of December 31, 20__ the number of Existing Jobs was less than 2,440, was the deficiency made up by increasing the number of New Full-time Jobs as required in §1.02(h) of the Agreement?

☐ Yes ☐ No

2.11 §1.02(i) of the Agreement requires National Instruments Corporation to continue its local Science, Technology, Engineering and Math (STEM) outreach program efforts to at least 1,000 students per year.

2.12 Number of students who participated in the Company's STEM program activities during the year ended December 31, 20__: _____

2.13 As of December 31, 20__ did the number of New Full-time Jobs created and retained fall below the numbers required under §1.02 of the Agreement?

☐ Yes ☐ No

If not, skip to Section 3.

Exhibit B

Certificate of Compliance

Company: National Instruments Corporation

Reporting Year: January 1 through December 31, 20__ Year # ___ of 10

2.14 Did National Instruments Corporation create or reinstate the required number of New Full-time Jobs within 90 days after December 31, 20__ as required by §1.02(f) of the Agreement?

☐ Yes ☐ No

2.15 Number of New Full-time Jobs created and retained as of March 31, 20__: _____

2.16 Number of Existing full-time Jobs retained as of March 31, 20__: _____

2.17 Did the average annual compensation, excluding health insurance and retirement benefits, of the New Full-Time Jobs created and retained as of March 31, 20__ equal or exceed the requirements in §1.02(e) of the Agreement?

☐ Yes ☐ No

3.0 Recruitment

3.1 §1.03 of the Agreement requires National Instruments Corporation to:

a. make commercially reasonable efforts to work with local non-profit organizations such as the Austin Gay and Lesbian Chamber of Commerce, the Capital City African American Chamber of Commerce, the Greater Austin Asian Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Austin/Travis County Reentry Roundtable, Minorities for Equality in Employment Education Liberty, the Texas Department of Assistive and Rehabilitative Services (DARS), the National Society of Black Engineers, the Society of Hispanic Professional Engineers, and/or other appropriate organizations to expand its pool of diverse candidates in hiring recruitment efforts for jobs at the Research and Development Facility

b. Make commercially reasonable efforts to recruit residents of the Austin area for its New Full-time Jobs; and

c. Adhere to its Equal Employment Policies and Practices attached as Exhibit A to the Agreement.

3.2 Did National Instruments Corporation comply with the recruiting requirements in §1.03 of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

4.0 Local Business Participation

4.1 §1.04(a) of the Agreement requires National Instruments Corporation to use commercially reasonable efforts to provide minority-owned, women-owned and local small businesses certified by the City's Small and Minority Business Resources Department (SMBR) an equal opportunity to participate as suppliers for materials and services purchased by the Company exclusively for use at its Research and Development Facility.

Did National Instruments Corporation comply with the local business participation requirements in §1.04(a) of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

4.2 §1.04(b) of the Agreement requires National Instruments Corporation to:

a. Develop and submit to the City a reasonable supplier diversity policy regarding National Instruments Corporation's procurement of materials and services to be used exclusively at the Research and Development Facility within 90 days of the Effective Date of the Agreement; and

b. Adhere to this policy for the procurement of materials and services at the Research and Development Facility with respect to any individual procurement of materials or services for which the cost is more than $5,000.

Did National Instruments Corporation comply with the local business participation requirements in §1.04(b) of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

§1.04(c) of the Agreement requires National Instruments Corporation to comply with the applicable standards and principles of Chapters 2-9A through 2-9D of the City's M/WBE Program Ordinance in the design and construction of tis Research and Development Facility. With respect to any design or construction projects for the Company's Research and Development Facility, including, but not limited to, leasehold improvements, the Company, the architect and the general contractor shall meet the gender and ethnic-specific participation goals or subgoals for each year in which design or construction occurs as determined by the Director of SMBR in accordance with the M/WBE Program Ordinance and rules. Prior to advertising a bid for any portion of the design or construction work, the Company shall submit to SMBR a copy of a proposed solicitation in order for the City to determine the gender and ethnic-specific participation goals or subgoals for the project. The determination by the Director shall be based on the proposed size, type and scope of work to be undertaken by the Company and described in the bid documents, and the availability of each group of MBEs to perform elements of the work.

In an effort to meet the gender and ethnic-specific M/WBE utilization goals, the Company shall implement an outreach program designed to solicit participation of M/WBEs. These outreach efforts should also target small businesses generally. The Company may seek the assistance of SMBR in these outreach efforts as described in paragraph (e) below.

For any year in which the Company, the architect and the general contractor fail to meet each of the goals or subgoals established by the Director, the Company, the architect and the general contractor must demonstrate good faith efforts to meet the goals as described in the City's M/WBE Program Ordinance. The Company shall submit documentation demonstrating its own and the architect's and general contractor's good faith efforts to meet the goals as is required under the following paragraph (f).

§1.04(d) of the Agreement requires National Instruments Corporation to apprise SMBR when the Company desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which the Company may solicit or cause the architect or its general contractor to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings, and assisting the Company, its architect, or general contractor in soliciting M/WBE firms to provide bids. The Company is not required to solicit participation during a period in which the Company is not engaged in designing and/or constructing its Research and Development Facility, but rather, the Company is required to incorporate the standards and principles of the City's M/WBE Program

Ordinance including the foregoing M/WBE utilization goals into its development process as and when such process exists in connection with the Research and Development Facility.

§1.04(e) of the Agreement requires National Instruments Corporation to provide monthly reports to SMBR no later than the 10th day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the New Improvements; and (ii) a summary of the Company's efforts to implement the standards and principles of the City's M/WBE Program Ordinance. SMBR shall provide the forms to be used by the Company in submitting such reports.

4.3 Did National Instruments Corporation comply with the requirements in §1.04(c), 1.04(d) and §1.04(e) of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

5.0 Additional Covenants

5.1 Did the Company comply with its obligations in §1.05 of the Agreement to pay new facility construction workers the higher wage of (i) prevailing wages or (ii) $11 per hour during the year ended December 31, 20__?

☐ Yes ☐ No

5.2 Did National Instruments Corporation timely submit this Certificate of Compliance as is required under §1.07 of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

5.3 Did National Instruments Corporation comply with the other provisions of the Agreement during the year ended December 31, 20__?

☐ Yes ☐ No

Exhibit B

Certificate of Compliance

Company: National Instruments Corporation

Reporting Year: January 1 through December 31, 20__ Year # ___ of 10

6.0 Chapter 380 Payment Request

6.1 In return for National Instruments Corporation's performance of its obligations under this Agreement each year from 2014 through 2023, the City will pay annual economic development incentive payments equal to the sum of:

a. 50% of the City property taxes levied on all personal property acquired after the Effective Date of this Agreement that is installed in National Instruments Corporation's Research and Development Facility; plus

b. 50% of the City property taxes levied on the increase of real property taxable valuation after the Effective Date of this Agreement for the Research and Development Facility located in Austin, Texas and improvements thereon which are owned or leased by National Instruments.

		Real Property	**Business Personal Property**
6.2	Property Taxes Paid (reporting year)	$_____	$_____
6.3	Reimbursement Request	$_____	$_____
6.4	Total Request	$_____	

I, the authorized representative for National Instruments Corporation hereby certify that the above information is correct and accurate pursuant to the terms of the Agreement. I further certify that National Instruments Corporation complied fully with the Chapter 380 Economic Development Agreement during the year ended December 31, 20__, including Section 1.06 regarding Compliance with City Regulations and Section 1.08 regarding Texas Government Code Chapter 2264.

Signature: _____

Printed Name: _____

Title (Chief Financial Officer or equivalent): _____

Date: _____

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 0, 2013	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Within 90 days of Effective Date submit supplier diversity policy • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • Work with TCAD to identify and/or set up accounts to hold real property and business personal property investment	• Establish baseline value of real property	• Within 10 business days of receiving scopes of work, determine project specific goals • Review and approve Company's supplier diversity policy or inform company of required changes
Year 1, 2014	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04	• On January 1, appraise Year 1 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2013 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 1 payment

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 2, 2015	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 1 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 1	• On January 1, appraise Year 2 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2014 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 2 payment • Conduct review of Company's Year 1 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31
Year 3, 2016	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 2 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 2	• On January 1, appraise Year 3 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2015 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 3 payment • Conduct review of Company's Year 2 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 4, 2017	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 3 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 3	• On January 1, appraise Year 4 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2016 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 4 payment • Conduct review of Company's Year 3 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31
Year 5, 2018	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 4 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 4	• On January 1, appraise Year 5 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2017 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 5 payment • Conduct review of Company's Year 4 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 6, 2019	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 5 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 5	• On January 1, appraise Year 6 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2018 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 6 payment • Conduct review of Company's Year 5 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31
Year 7, 2020	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 6 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 6	• On January 1, appraise Year 7 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2019 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 7 payment • Conduct review of Company's Year 6 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 8, 2021	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 7 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 7	• On January 1, appraise Year 8 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2020 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 8 payment • Conduct review of Company's Year 7 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31
Year 9, 2022	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 8 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 8	• On January 1, appraise Year 9 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2021 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 9 payment • Conduct review of Company's Year 8 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31

Exhibit C

Schedule of Obligations

Company: National Instruments Corporation

	Company's Obligations	*TCAD Obligations*	*City's Obligations*
Year 10, 2023	• Submit scopes of work to SMBR prior to requesting bids so that SMBR can set project specific participation goals • Comply with all Article 1 terms and requirements in Agreement • Submit monthly reports, by the 10th of each month, to track local business participation under Section 1.04 • By March 31 deliver Certificate of Compliance for performance during Year 9 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 9	• On January 1, appraise Year 10 value of applicable accounts	• Within 10 business days of receiving scopes of work, determine project specific goals • Within 30 days of receipt of December 2022 monthly report, confirm Company compliance with Section 1.04 • Budget anticipated Year 10 payment • Conduct review of Company's Year 9 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31
2024	• By March 31 deliver Certificate of Compliance for performance during Year 10 • Meet with City and third party reviewer and provide evidence to demonstrate compliance with the Agreement during Year 10		• Within 30 days of receipt of December 2023 monthly report, confirm Company compliance with Section 1.04 • Conduct review of Company's Year 10 compliance and if compliance is demonstrated and verified, make Chapter 380 payment by October 31