CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT – PHASE II-D

This CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT – PHASE II-D ("**Agreement**") is made and entered into by and between GRAYSON COUNTY, TEXAS, a political subdivision of the State of Texas ("**County**"), and GLOBITECH INCORPORATED, a Delaware corporation ("**GlobiTech**").

WHEREAS, GlobiTech proposes to construct, develop and operate a major semiconductor wafer fabrication facility in multiple phases (each a "**Phase**"), along with other ancillary facilities such as required parking and landscaping more fully described in the submittals filed by GlobiTech with the City of Sherman, Texas (the "**City**"), from time to time, in order to obtain a building permit(s) (collectively, the "**Facility**" or "**Project**") to be located on approximately 143 acres of land more particularly described on Exhibit A attached hereto (the "**Land**"). GlobiTech seeks to acquire fee simple title in and to the Land from the Sherman Economic Development Corporation ("**SEDCO**"); and

WHEREAS, components of the Facility include, without limitation, real property improvements, which include the above referenced fabrication facility, office space and other necessary facilities (collectively, the "**Real Property Improvements**"), and tangible, business personal property, which includes equipment, machinery and fixtures, inventory, and supplies owned or leased by GlobiTech that are located on the Land (collectively, the "**Tangible Personal Property**"); and

WHEREAS, the Real Property Improvements will include improvements to be developed and constructed in Phase II-D (the "**Phase II-D Improvements**"), which Phase II-D Improvements shall be located on the portion of the Land demarked on Exhibit B, and shall include, without limitation, the Real Property Improvements described in Exhibit B.

WHEREAS, GlobiTech and the County are executing a tax abatement agreement for Phase II-D (the "**Tax Abatement Agreement**") simultaneously with the execution of this Agreement, which Tax Abatement Agreement provides for certain tax abatements for a specified time conditioned upon requirements further set forth therein with respect to the Phase II-D Improvements and Tangible Personal Property placed into service on or within the Phase II-D Improvements on the Land underlying the Phase II-D Improvements (the "**Phase II-D Tangible Personal Property**"); and

WHEREAS, pursuant to the Tax Abatement Agreement, upon Completion of Construction as defined by the Tax Abatement Agreement,[1] GlobiTech will provide the County with a finalized Exhibit B demarking the portion of the Land upon which the Phase II-D Improvements will be located, which Exhibit B shall, once provided, be incorporated by reference into this Agreement; and

[1] Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Tax Abatement Agreement, which is incorporated herein by reference for all purposes.

WHEREAS, GlobiTech has requested that the County authorize and provide certain economic development grants in connection with its development of the Project as provided herein; and

WHEREAS, pursuant to Chapter 381 of the Texas Local Government Code and for the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce, and stimulating business and commercial activity in the State of Texas, Grayson County, the County desires to offer certain economic development grants to GlobiTech as more particularly described in this Agreement.

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

1. **Subject of this Agreement**. GlobiTech will construct, develop and operate the Project, as further described in the submittals filed with the City in order to obtain such permits as may be required under applicable City ordinances.

2. **Economic Development Grants**. Subject to the terms and conditions of this Agreement, and specifically the satisfaction of the conditions for qualifying in Section 3 below, the County will provide economic development grants (each a "**Grant**") to GlobiTech as follows:

    a. The reimbursement each calendar year as further set forth below of an amount equal to (A) the County's property tax rate, multiplied by (B) seventy-five percent (75%), multiplied by (C) the difference between (i) the Taxable Value of the Phase II-D Improvements and the Phase II-D Tangible Personal Property for the year in which the Grant relates, less (ii) $0 (the agreed taxable value for the calendar year beginning January 1, 2022 of the Phase II-D Improvements and the Phase II-D Tangible Personal Property located on the Land as demarked on Exhibit B) (the "**Ad Valorem Tax Grant**"). For the avoidance of doubt, the taxable value of the underlying Land is not included in calculation of the Ad Valorem Tax Grant under this Agreement. Each such Ad Valorem Tax Grant shall be paid by the County to GlobiTech within thirty (30) days following receipt by the County of (i) the ad valorem tax payment corresponding to such Ad Valorem Tax Grant, (ii) Investment Reports (due under Section 3(a) of this Agreement), and (iii) Employment Reports (due under Section 3(b) of this Agreement). The Ad Valorem Tax Grants shall commence upon January 1 of the calendar year following the expiration of the calendar year in which the tax abatements with respect to the Phase II-D Improvements set forth in the Tax Abatement Agreement have expired by its terms, and shall continue for a period of twenty (20) consecutive calendar years thereafter. Provided that the requirements set forth in this Agreement and the Tax Abatement Agreement are satisfied in connection with minimum capital investment and minimum employment requirements and Completion of Construction of the Phase II-D Improvements described in Exhibit B, the Ad Valorem Tax Grant shall apply to any Phase II-D Improvements constructed, and any Phase II-D Tangible Personal Property placed into service following the Effective Date of this Agreement.

Notwithstanding anything herein to the contrary, GlobiTech shall not be entitled to receive the Ad Valorem Tax Grant prior to the expiration of the tax abatements with respect to the Phase II-D Improvements and Phase II-D Tangible Personal Property set forth in the Tax Abatement Agreement under any circumstance, and the Ad Valorem Tax Grant is contingent upon, among other things, compliance with this Agreement and the Tax Abatement Agreement during the term of the Tax Abatement Agreement as set forth in Section 3 below.

3. **Conditions to Qualify for Grants**. Subject to Section 5, each of the following conditions must be satisfied by GlobiTech for the entire Term (defined below) of this Agreement in order to qualify for the Grants:

a. The capital investment in the Phase II-D Improvements and the Phase II-D Tangible Personal Property shall, when combined with Phase II-A, Phase II-B, and Phase II-C capital investment, meet or exceed the aggregate amount of $3 billion as of the Commencement Date as defined in the Tax Abatement Agreement (**"Commencement Date"**). GlobiTech shall provide the County with reports in a form reasonably acceptable to the County certifying GlobiTech's compliance with the minimum capital investment set forth herein (the **"Investment Reports"**). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall include information on the extent and the amount of GlobiTech's investments in the Phase II-D Improvements and the Phase II-D Tangible Personal Property. GlobiTech agrees to submit the Investment Reports no later than thirty (30) days following the start of the Commencement Date and on or before January 31 of each successive calendar year during the term of this Agreement. The County shall have the right to inspect GlobiTech's books and records relating to the construction of the Phase II-D Improvements and the acquisition, location and maintenance of the Phase II-D Tangible Personal Property, subject to GlobiTech's reasonable security and confidentiality requirements.

b. GlobiTech covenants and agrees to employ and maintain no fewer than 100 Employment Positions in Phase II-D beginning on the Commencement Date and throughout the term of this Agreement. Within thirty (30) days following the Commencement Date and then as part of its Certification of Compliance each successive year thereafter during the term of this Agreement, GlobiTech agrees to provide the County with reports in a form reasonably acceptable to the County certifying GlobiTech's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created, filled or contracted for at the Improvements (the **"Employment Reports"**). The County shall have the right to inspect GlobiTech's payroll and other employment records, including GlobiTech's management system assigned to the Premises, as is reasonably necessary to verify Employment Reports, subject to GlobiTech's reasonable security and confidentiality requirements.

c. GlobiTech shall comply with the Tax Abatement Agreement during the term of the Tax Abatement Agreement, including but not limited to any requirements with

respect to Commencement of Construction, Completion of Construction, and Investment Reports (as those terms are defined in the Tax Abatement Agreement) and not commit an "Event of Default" (as defined in the Tax Abatement Agreement) under the Tax Abatement Agreement that is not cured thereunder.

d. GlobiTech must acquire fee simple title in and to the Land from SEDCO within one year of the Effective Date (hereinafter defined) of this Agreement.

e. GlobiTech must be in continuous compliance with all terms, conditions, covenants, and obligations of this Agreement.

f. At the time of payment of any portion of the Grants, GlobiTech must not be delinquent in the payment of any ad valorem taxes then owed by GlobiTech on the Project (provided, however, GlobiTech retains the right to timely and properly protest and contest any such ad valorem taxes).

If, after all of the conditions set forth above have been initially satisfied, any of the conditions set forth above are thereafter not satisfied during any calendar year for which a Grant is calculated and if such failure of a condition is not cured within ninety (90) days after written notice from the County to GlobiTech of such failure, the County will be relieved of its obligation to pay the portions of the Grants related to such calendar year; provided, however, that the subsequent failure of any of the conditions set forth above (after such conditions have been initially satisfied) will not constitute a default hereunder, unless such failure is not cured prior to the expiration of the notice and cure period set forth in Section 5(b). Furthermore, in the event the County provides any portion of a Grant to GlobiTech for a particular period based upon a statement or information provided by GlobiTech to the County that is incorrect and which, if correct, would have resulted in GlobiTech not being entitled to the portion of such Grant related to the applicable period for which the statement or information was provided, then GlobiTech will refund to the County the portion of such Grant which GlobiTech received based upon such statement or information within thirty (30) days after receipt of written demand by the County, subject to the right to cure and seek remedies under Section 5. If GlobiTech fails to refund such portion of the Grant as provided above, the County will be relieved of its obligation to pay Grants for the period of time that such refund remains unpaid and shall have the right to bring an action against GlobiTech for the payment of such refund.

4. **Term of this Agreement**. The term of this Agreement will commence on the Effective Date and will continue until the earlier to occur of the date that the County and GlobiTech mutually agree to terminate this Agreement or the date the County's obligation to pay the Grants set forth in Section 2(a) above expires (the "**Term**").

5. **Default**.

a. Each of the following will constitute an "Event of Default" under this Agreement:

(i) the County's failure to process any portion of the Grants owing to GlobiTech in accordance with this Agreement;

(ii) GlobiTech's failure to satisfy any of the conditions set forth in Section 3 above;

(iii) GlobiTech's failure to pay any real or business personal ad valorem taxes or other material fees or charges owed by GlobiTech to the County prior to delinquency (provided, however, GlobiTech retains the right to timely and properly protest and contest any such taxes or fees, and so long as GlobiTech is timely and properly protesting or contesting the same, it will not constitute an Event of Default);

(iv) a breach of any representation or covenant made in this Agreement by GlobiTech; or

(v) an attempted assignment of this Agreement by GlobiTech in violation of the terms set forth in Section 7 hereof.

b. Notice and Cure Periods. In the event of the occurrence of an Event of Default described under Section 5(a)(i), (ii), (iii), or (v), the non-defaulting party must provide written notice in accordance with Section 9(h) hereof to the defaulting party of such default, and the defaulting party will have ninety (90) days thereafter (as may be extended by Force Majeure) to cure said default.

In the event of the occurrence of an Event of Default described under Section 5(a)(iv), the non-defaulting party must provide written notice in accordance with Section 9(h) hereof to the defaulting party of such default, and the defaulting party will have ninety (90) days thereafter (as may be extended by Force Majeure) to cure said default; provided, however, if the defaulting party is diligently pursuing the cure of such default, but such default is not reasonably curable within thirty (30) days, then the defaulting party will have such additional amount of time as is reasonably necessary to cure such default.

c. Remedies. Upon the occurrence and during the continuance of an Event of Default, the non-defaulting party shall have all remedies available to it at law or in equity, except as may be specifically limited in this Section 5.

Without terminating this Agreement, upon an Event of Default, GlobiTech and the County have the right hereunder to enforce specific performance of amounts owed to or by the County or bring an action to collect such amounts. Either party will further have the right to seek a judicial declaration of the total amount of Grants owed, whether an Event of Default has occurred, or whether any attempt to cure has been sufficient. Periods described above for curing a delinquency or violation shall toll, and shall not be considered for any purpose as having run, beginning upon the day GlobiTech files a petition in district court in Grayson County, Texas to determine whether a delinquency or violation has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient,

and ending upon the issuance of a final court decision or other final resolution of such court proceeding. No action will lie for damages by either party (beyond the foregoing amounts owed by the County upon an Event of Default by the County or the repayment obligations of GlobiTech under Section 3.e), including punitive damages, and no special or consequential damages will be recovered by either party.

Upon the occurrence of an Event of Default described in Section 5(a)(ii) (i.e., the conditions set forth in Section 3 are not satisfied during any period of time during the term of this Agreement), and without terminating this Agreement, the County will be relieved of its obligation to pay the portions of the Grants related to such year until such default is cured within the cure period described in Section 5(b) hereof. If such default is cured by GlobiTech within the cure period set forth in Section 5(b) hereof, the County will be obligated to pay to GlobiTech the portions of the Grants withheld during GlobiTech's failure to comply with Section 3 hereof.

d. Termination. This Agreement will terminate upon the occurrence of any one of the following:

(i) the execution by both parties of a written agreement terminating this Agreement;

(ii) the expiration of the Term of this Agreement; or

(iii) at the option of the non-defaulting party, upon the occurrence and continuation of an Event of Default (subject to the notice and cure provisions of Section 5(b) above).

e. Attorney's Fees. Attorney's fees may be awarded by a court of competent jurisdiction in any legal proceeding to enforce this Agreement, in which case the attorney's fees will be paid by the party so ordered to pay.

6. **Force Majeure**. For purposes of this Agreement, the term "**Force Majeure**" means any delay caused by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials (including but not limited to circumstances related to declared national emergencies such as but not limited to COVID-19) or other circumstances which are beyond the reasonable control and are without the fault or negligence of the obligated party, regardless of whether any such circumstance is similar to any of those enumerated or not. The obligated party shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement and any applicable completion deadline shall be extended for a period of time equal to the period the obligated party was delayed. Force Majeure will not mean nor include delays caused by GlobiTech's lack of, or inability to obtain, funding.

7. **Assignment**. Except as may otherwise be provided under this Section 7, this Agreement may not be assigned without the County's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed). Any purported assignment in violation of this Agreement is void. Notwithstanding the foregoing, so long as no GlobiTech Event of

Default under this Agreement exists and remains uncured, GlobiTech may, without the prior written consent of the County (i) assign its rights and obligations under this Agreement to an Affiliate of GlobiTech, so long as such Affiliate continues to be wholly-owned, directly or indirectly, by GlobiTech or one of its constituent parties and GlobiTech notifies the County in advance of such assignment and provides evidence reasonably satisfactory to the County that such assignee is an Affiliate, or (ii) make a collateral assignment of the Agreement solely for the benefit of a creditor providing financing for the Phase II-D Improvements or the Phase II-D Tangible Personal Property. In the event the County consents to an assignment of this Agreement by GlobiTech, no further assignment shall be made without the express consent in writing of the County, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. Except as otherwise set forth herein, an assignment by GlobiTech of its interest in this Agreement shall not relieve GlobiTech from its obligations under this Agreement unless approved by the County.

8. **Indemnification**.

a. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, GLOBITECH SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "COUNTY'S INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) GLOBITECH'S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

b. Notice of Indemnified Loss. The County's Indemnified Party shall promptly notify GlobiTech of any indemnified Losses or Claim for indemnified Losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Section 8. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the Loss or Claim for Losses.

c. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, GlobiTech shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at GlobiTech's sole cost and expense, resist and defend the same with legal counsel selected by County. GlobiTech's obligation to defend shall apply regardless of whether the County's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from participating in the

defense of any litigation with their own counsel. If GlobiTech fails to retain defense counsel within seven (7) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and GlobiTech shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

9. **Miscellaneous**.

a. All construction will be in accordance with applicable rules, regulations, and ordinances of the County, subject to any variances granted in writing by the County.

b. It is acknowledged and agreed by the parties that the terms hereof are not intended to and will not be deemed to create a partnership or joint venture among the parties. It is further understood and agreed by the parties that GlobiTech and the County, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibility or liability to third parties in connection with these actions.

c. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may not be modified or terminated except in accordance with the provisions hereof or by the mutual written agreement of the parties hereto.

d. This Agreement will be construed in accordance with the laws of the State of Texas and will be performable in Grayson County, Texas.

e. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

f. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others (i) that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, (ii) that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, and (iii) that each individual affixing his or her signature hereto is authorized to do so and such authorization is valid and effective on the date hereof.

g. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

h. All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

If to the County:	Grayson County, Texas 100 W. Houston Street Sherman, Texas 75090 Attn: County Judge
With required copy to:	Grayson County Criminal District Attorney 200 S. Crockett Street, Suite 116A Sherman, Texas 75090 Attn: Craig Price
If to GlobiTech:	GlobiTech Incorporated 200 FM 1417 West Sherman, Texas 75092 Attn: Mark England
With required copy to:	Renn Neilson Baker Botts L.L.P. 910 Louisiana Ave. Houston, Texas 77002

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

i. This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original for all purposes.

j. In case any one or more of the provisions contained in this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

k. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

l. Time is of the essence in this Agreement.

m. The recitals to this Agreement are incorporated herein for all purposes. The following exhibits are attached to this Agreement and incorporated by reference herein for all purposes:

Exhibit A — Property

Exhibit B — Phase II-D Project Improvements

n. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

o. Nothing in this Agreement shall be interpreted or implied to vest any rights in the parties. In addition, nothing in this Agreement constitutes a "permit" as defined in Chapter 245, Texas Local Government Code. GLOBITECH WAIVES ANY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

p. It is expressly understood that this Agreement will be binding upon and benefit the parties hereto only upon execution by both parties.

q. Pursuant to Section 2270.002, Texas Government Code, GlobiTech hereby represents that neither GlobiTech, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of GlobiTech "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

r. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, GlobiTech certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

s. Pursuant to Chapter 2274, Texas Government Code, GlobiTech verifies that (i) it does not boycott energy companies and will not boycott energy companies during the term of this Agreement and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

t. Pursuant to Chapter 2264, Texas Government Code, GlobiTech represents and certifies that is does not and will not knowingly employ any undocumented worker at the Facility or on the Property who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the County under this Agreement, GlobiTech is convicted of a violation under 8 U.S.C. § 1342a(f), GlobiTech shall repay to the County an amount equal to all Grant payments tendered to GlobiTech under this Agreement plus interest at the annual rate of four percent (4%) not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies GlobiTech of such violation.

u. GlobiTech shall utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts as defined in Comptroller Rule 3.291(a)(13) for all taxable building material contracts related to the construction of the Facility or the acquisition and installation of the Tangible Personal Property which equal or exceed the amount of $100,000.00 and require that the situs of any sales tax paid and related thereto will be Sherman, Texas.

[Rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

GRAYSON COUNTY, TEXAS,
a political subdivision of the State of Texas

By: _____
William L. Magers, County Judge

Date: 10-21-22

ATTEST:

By: _____
Deana Patterson, County Clerk

APPROVED AS TO FORM:

By: _____
Craig Price, County's Attorney

GLOBITECH INCORPORATED,
a Delaware Corporation

By: _____
Printed Name: Mark England
Title: President

Date: 7-20-2022

EXHIBIT A
Legal Description of the Land

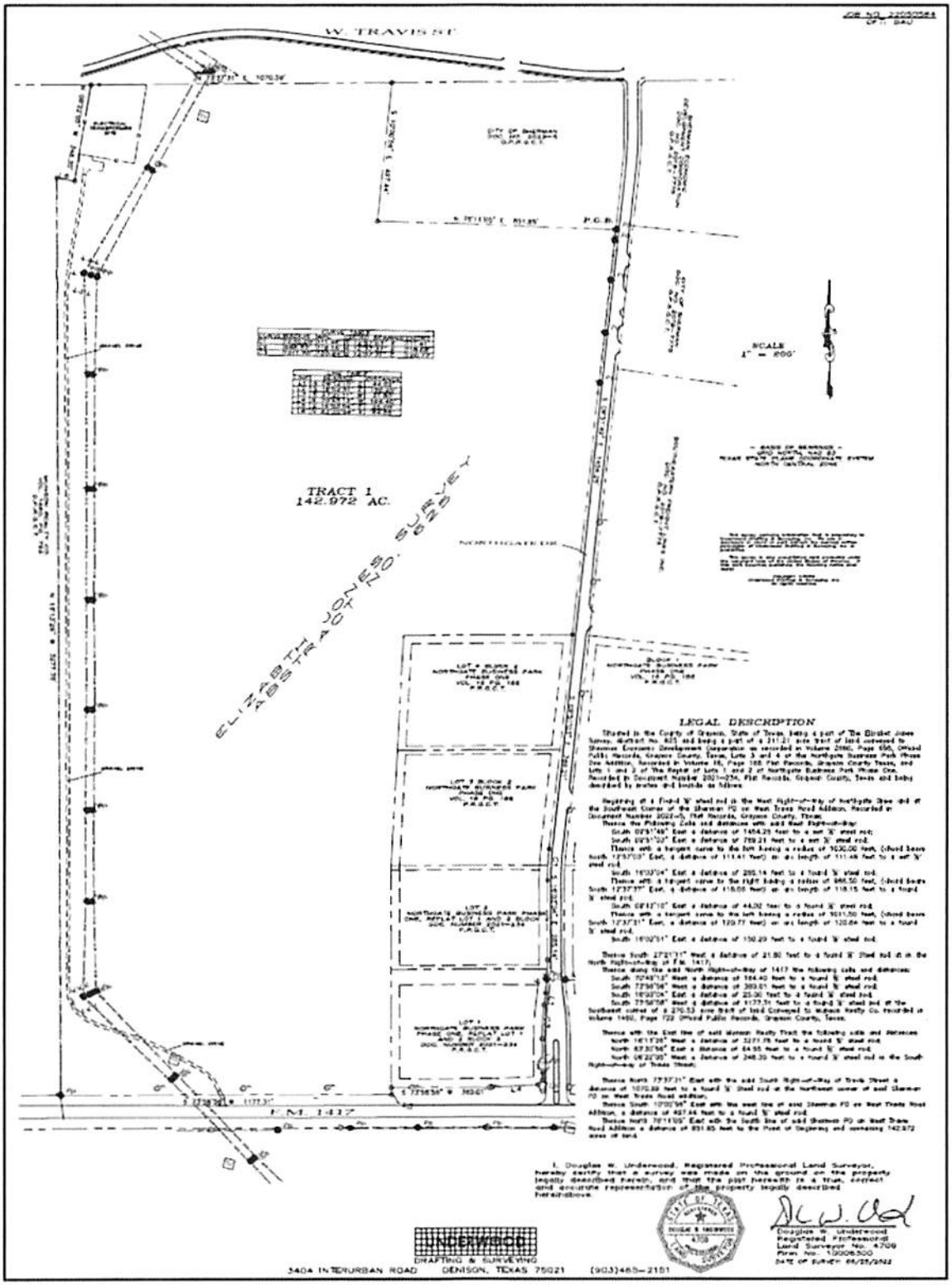


EXHIBIT B
Phase II-D Project Improvements

[TO BE PROVIDED UPON CERTIFICATE OF OCCUPANCY]

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AD VALOREM TAX ABATEMENT AGREEMENT – PHASE II-D

This AD VALOREM TAX ABATEMENT AGREEMENT – PHASE II-D ("**Agreement**") is made and entered into by and between GRAYSON COUNTY, TEXAS, a political subdivision of the State of Texas ("**County**"), and GLOBITECH INCORPORATED, a Delaware corporation ("**GlobiTech**").

WHEREAS, Section 312.002 of the Texas Tax Code requires the County to adopt a resolution indicating the County's desire to become eligible to participate in tax abatement agreements; and

WHEREAS, the Commissioners Court of Grayson County, Texas ("**Commissioners Court**") previously has adopted a resolution stating that the County elected to be eligible to participate in tax abatements; and

WHEREAS, on May 10, 2022, the Commissioners Court adopted Guidelines and Criteria Governing Tax Abatement Agreements ("**Guidelines**") through the adoption of a Resolution, pursuant to Section 312.002 of the Tax Code; and

WHEREAS, the Guidelines constitute appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by Chapter 312 of the Tax Code; and

WHEREAS, in accordance with the Guidelines, GlobiTech and the County entered into a Tax Abatement Agreement dated August 21, 2018 (the "**Phase I Agreement**"), concerning certain improvements in and to property near but not on the Land, as hereinafter defined, which were defined as the "Improvements" in the Phase I Agreement and are defined as the "Phase I Improvements" in this Agreement. The Phase I Improvements and Phase I Tangible Personal Property are not eligible for a tax abatement under this Agreement. Nothing in this Agreement is intended to modify, alter, amend or otherwise change any provision of the Phase I Agreement; and

WHEREAS, on June 16, 2022, the City Council of Sherman, Texas (the "**City**"), adopted Ordinance No. 6499 ("**Ordinance**"), establishing Industrial Reinvestment Zone Number 12, City of Sherman, Texas, for commercial-industrial tax abatement, as authorized by Chapter 312 of the Texas Tax Code, on approximately 143 acres of land ("**Zone**"); and

WHEREAS, GlobiTech seeks to acquire from the Sherman Economic Development Corporation ("**SEDCO**") approximately 143 acres of land more particularly described in Exhibit A attached hereto (the "**Land**"), which is the subject of the establishment of the Zone on said property; and

WHEREAS, GlobiTech proposes to construct, develop and operate a major semiconductor wafer fabrication facility on the Land in multiple phases (each a "**Phase**"), along with other

ancillary facilities such as required parking and landscaping more fully described in the submittals filed by GlobiTech with the City, from time to time, in order to obtain a building permit(s) (collectively, the "**Phase II Improvements**"). The Phase II Improvements and use of the Land is expected to significantly enhance the economic base of the County; and

WHEREAS, GlobiTech represents that each Phase of the Phase II Improvements and Phase II Tangible Personal Property, as hereinafter defined, will constitute an approximate investment of $1.25 billion on average by GlobiTech, and that when fully operational, the Phase II Improvements are expected to retain significant existing employment and bring new employment to the County, with expected new employment totaling 300 Employment Positions, as hereinafter defined, in each such phase; and

WHEREAS, GlobiTech's selection of the County as the location for the Phase II Improvements is the result of collaboration among GlobiTech, the County and other units of local government and economic development entities; and

WHEREAS, the Commissioners Court finds that the Phase II Improvements sought are feasible and practicable and would be of benefit to the land to be included in the Zone and the County after expiration of this Agreement; and

WHEREAS, the Commissioners Court has concluded that the Phase II Improvements and operations proposed by GlobiTech within the Zone and described in this Agreement and the terms of this Agreement are consistent with the requirements of Chapter 312 of the Tax Code and the Guidelines, or to the extent of any inconsistency with the Guidelines, the Commissioners Court has determined, in its discretion and in accordance with Section 312.002(d) of the Tax Code, that this Agreement should be entered into notwithstanding such inconsistency; and

WHEREAS, the County desires to enter into an Agreement with GlobiTech for the abatement of taxes assessed against a portion of the Phase II Improvements and Phase II Tangible Personal Property located on the Land as further set forth herein pursuant to the Tax Code.

NOW, THEREFORE, in consideration of the mutual benefits and promises for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the Zone which contributes to the economic development of the County and the enhancement of the tax base in the County, the parties agree as follows:

I.
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

A. "Affiliate" shall mean any person, directly or indirectly controlling, controlled by, or under common control with GlobiTech. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

B. "Base Year" means the calendar year beginning January 1, 2022.

C. "Certificate of Occupancy" means the final certificate of occupancy issued by the City with respect to any Phase II-D Improvements allowing for the entrance and operation within such improvements.

D. "Commencement Date" means January 1 of the calendar year that GlobiTech elects to begin the Tax Abatement by providing written notice to the County and Grayson County Appraisal District, which notice shall include a final version of Exhibit B demarking the Phase II-D Land; provided, however, GlobiTech may not make such election or provide such notice until Completion of Construction of the Phase II-D Improvements.

E. "Commencement of Construction" means: (1) the plans for the Phase II-D Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; and (2) all necessary permits for construction of the Phase II-D Improvements pursuant to the respective plans therefore have been issued by all applicable governmental authorities.

F. "Completion of Construction" means a final Certificate of Occupancy has been issued by the City with respect to the Phase II-D Improvements.

G. "Delinquent Ad Valorem Taxes" means any validly imposed ad valorem taxes that GlobiTech does not remit by the lawful due date, but does not include any such taxes that are subject to a protest or appeal brought by the Owner in accordance with the Texas Property Tax Code, including a protest or appeal concerning the value of the property that is subject to ad valorem taxation. If GlobiTech subsequently loses the protest or appeal, or fails to timely appeal any such loss, the taxes at issue will be considered "delinquent" the day after the date they become delinquent under the Texas Property Tax Code.

H. "Effective Date" means the last date of acknowledgment of the signatures set forth on the signature page below.

I. "Employment Positions" means non-temporary full time employment positions of GlobiTech or a GlobiTech Affiliate at the Premises, including employees of contractors assigned to the Premises as shown on GlobiTech's internal management systems. Two (2) or more part-time employees, totaling thirty (30) hours or more per week may be substituted for one (1) full time employee.

J. "Event of Bankruptcy or Insolvency" means the dissolution or termination of GlobiTech's existence as a going business, insolvency, appointment of receiver for any significant part of GlobiTech's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against GlobiTech and such proceeding is not dismissed within ninety (90) days after the filing thereof.

K. "Force Majeure" means any delay caused by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials (including but not limited to circumstances related to declared national emergencies such as but not limited to COVID-19) or other circumstances which are beyond the reasonable control and are without the fault or negligence of the obligated party, regardless of whether any such circumstance is similar to any of those enumerated or not. The obligated party shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement and any applicable completion deadline shall be extended for a period of time equal to the period the obligated party was delayed. Force Majeure will not mean nor include delays caused by GlobiTech's lack of, or inability to obtain, funding.

L. "Land" shall mean the real property described in Exhibit A, attached hereto.

M. "Person" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

N. "Phase I" means the phase of GlobiTech's construction of the Phase I Improvements on the property located at 200 FM 1417 West, Sherman, TX 75092.

O. "Phase I Improvements" shall mean and refer to the improvements described and subject to the Phase I Agreement. None of the Phase II Improvements shall be considered Phase I Improvements and vice versa.

P. "Phase II-D" means the phase of GlobiTech's construction of the Phase II-D Improvements on the Land.

Q. "Phase II-D Capital Investment" means the total capitalized cost invested by GlobiTech for the Phase II-D Improvements and Phase II-D Tangible Personal Property that are the subject of the Tax Abatements (hereinafter defined) granted by this Agreement.

R. "Phase II-D Improvements" collectively means all of the improvements that GlobiTech develops and constructs in Phase II-D, which include, without limitation, the improvements described in Exhibit C hereto and which shall be located on the portion of the Land demarked on Exhibit B.

S. "Phase II-D Tangible Personal Property" means all Tangible Personal Property that GlobiTech places into service on the Premises in Phase II-D.

T. "Premises" collectively means the portion of the Land demarked on Exhibit B, and any Phase II-D Improvements thereon following construction thereof, but excluding Phase II-D Tangible Personal Property.

U. "Tangible Personal Property" means all tangible personal property, including, without limitation, equipment, machinery and fixtures, inventory, and supplies owned by GlobiTech that are located on the Premises.

V. "Tax Abatement" shall have the same meaning set forth in Article IV herein.

W. "Taxable Value" means the appraised value as certified by the Grayson County Appraisal District as of January 1 of a given year.

II.
GENERAL PROVISIONS

A. GlobiTech represents that it is seeking to acquire from SEDCO fee simple title in and to the Land and contemplates constructing the Phase II-D Improvements thereon and locating Phase II-D Tangible Personal Property on the Premises. The parties agree that all rights and obligations under this Agreement are conditioned on GlobiTech acquiring fee simple title in and to the Land from SEDCO within one year of the Effective Date of this Agreement.

B. The Premises are not an improvement project financed by tax increment bonds.

C. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County; provided, however, that this section shall not be construed to create a security interest in the Land or Phase II-D Improvements in favor of such holders of outstanding bonds of the County.

D. The Premises are not owned or leased by any member of the Commissioners Court or any member of the governing body of any taxing unit joining in or adopting this Agreement.

E. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act of the Texas Tax Code, Chapter 312, by the Guidelines and by resolution of the Commissioners Court authorizing execution of this Agreement.

F. During the period of the tax abatement herein authorized, GlobiTech shall be subject to all applicable taxation not specifically abated or exempted, including but not limited to sales tax and ad valorem taxation on the Taxable Value for the Base Year of Land described in Section IV.B below.

G. The Premises shall at all times be used in the manner (1) that complies with the County's Ordinances, regulations, and other laws, and (2) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone as set forth in the Guidelines as of the Effective Date.

H. GlobiTech acknowledges and agrees, beginning on the date a final Certificate of Occupancy is issued for GlobiTech's occupancy of the Phase II-D Improvements and continuing during the term of this Agreement, that GlobiTech or a GlobiTech Affiliate shall, subject only to events of Force Majeure, continuously own and occupy the Premises,

and shall continuously operate and maintain the Premises as an electronics manufacturing facility.

III.
PHASE II-D IMPROVEMENTS

A. GlobiTech contemplates constructing or causing to be constructed on the Land the Phase II-D Improvements. GlobiTech represents that the approximate cost of construction of the Phase II-D Improvements is $650 million. Phase II-D shall consist of the Phase II-D Improvements and the Phase II-D Tangible Personal Property that will be put into service on the Premises as set forth in Exhibit C. In order to receive the Tax Abatement under this Agreement, GlobiTech agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Phase II-D Improvements to occur on or before January 1, 2040 and to cause Completion of Construction thereof on or before December 31, 2042. The location of the Phase II-D Improvements is to be shown on a site plan of the Premises submitted to, and approved by, the City. Nothing in this Agreement shall obligate GlobiTech to construct the Phase II-D Improvements on the Land and/or to locate and maintain any Phase II-D Tangible Personal Property on the Premises, but said actions are conditions precedent to the Tax Abatement provided herein. For the avoidance of doubt, nothing in this Agreement shall require GlobiTech to construct future phases after Phase II-D or penalize GlobiTech for failing to do so.

B. As a condition precedent to the initiation of the Tax Abatement set forth in this Agreement, GlobiTech will diligently and faithfully, in good and workmanlike manner, pursue the Completion of Construction of the Phase II-D Improvements in accordance with all applicable state and local laws, codes, and regulations.

C. GlobiTech shall maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

D. The County, its agents and employees shall have the right of reasonable access to the Premises during construction to inspect the Phase II-D Improvements at reasonable times and with reasonable notice to GlobiTech, and in accordance with GlobiTech's visitor access and security policies, to ensure that the construction of the Phase II-D Improvements are in accordance with this Agreement and all applicable state and local laws, codes, and regulations. After completion of the construction of any Phase II-D Improvements, the County, its agents and employees shall have the continuing right to inspect the Premises at reasonable times with reasonable notice to GlobiTech, and in accordance with GlobiTech's reasonable visitor access and security policies, to ensure that the Premises is thereafter maintained and operated in accordance with this Agreement during the term hereof.

IV.
TAX ABATEMENT

A. Subject to the terms and conditions of this Agreement, and to the extent authorized by the Texas Constitution and the Tax Code, the County grants GlobiTech the Tax Abatement set forth in this Article IV. The Tax Abatement is subject to and conditioned on the

Completion of Construction on the Land within the timeframe set forth in Article III above. Subject to the notice and cure provisions set forth in this Agreement, this Agreement shall automatically terminate without notice to any party if the Completion of Construction does not occur within the timeframe set forth in Article III above unless such delay is caused by events of Force Majeure.

B. Subject to the conditions set forth herein, GlobiTech shall receive an abatement of 85% of the County's property taxes on the excess of (i) the Taxable Value of all of the Phase II-D Improvements and the Phase II-D Tangible Personal Property and the Land, less (ii) $0 (the agreed Taxable Value for the Base Year of the Phase II-D Improvements and Phase II-D Tangible Personal Property located on the Land as demarked on Exhibit B). For the avoidance of doubt, the Taxable Value of the underlying Land is not subject to Tax Abatement under this Agreement. The Tax Abatement shall commence on the Commencement Date and shall continue for a period of ten (10) consecutive calendar years thereafter; provided, however, no Phase II-D Improvements or Phase II-D Tangible Personal Property shall be eligible for the Tax Abatement after ten (10) calendar years from the Commencement Date, regardless of circumstance or the date GlobiTech obtains Completion of Construction of the Phase II-D Improvements or places the Phase II-D Tangible Personal Property into service. Provided that the requirements set forth in this Agreement are satisfied in connection with minimum capital investment requirements, minimum Employment Positions and Completion of Construction of the Phase II-D Improvements, the Tax Abatement shall apply to any Phase II-D Improvements constructed, and any Phase II-D Tangible Personal Property placed into service following the Effective Date of this Agreement.

V.
PHASE II-D CAPITAL INVESTMENT; INVESTMENT REPORTS

GlobiTech covenants and agrees that the Phase II-D Capital Investment in the Phase II-D Improvements and the Phase II-D Tangible Personal Property, when combined with Phase II-A, II-B, and II-C Capital Investment, shall meet or exceed the aggregate amount of $3 billion as of the Commencement Date. GlobiTech shall provide the County with reports in a form reasonably acceptable to the County certifying GlobiTech's compliance with the minimum Capital Investment set forth herein (the "**Investment Reports**"). The Investment Reports shall be prepared and maintained in accordance with generally accepted accounting principles and shall include information on the extent and the amount of GlobiTech's investments in the Phase II-D Improvements and the Phase II-D Tangible Personal Property. GlobiTech agrees to submit the Investment Reports no later than thirty (30) days following the start of the Commencement Date and on or before January 31 of each successive calendar year during the term of this Agreement. The County shall have the right to inspect GlobiTech's books and records relating to the construction of the Phase II-D Improvements and the acquisition, location and maintenance of the Phase II-D Tangible Personal Property on the Premises, subject to GlobiTech's reasonable security and confidentiality requirements.

VI.
PHASE II-D EMPLOYMENT COMMITMENTS; EMPLOYMENT REPORTS

GlobiTech covenants and agrees to employ and maintain no fewer than 100 Employment Positions in Phase II-D at the Premises beginning on the Commencement Date and throughout the term of this Agreement. Within thirty (30) days following the Commencement Date and then as part of its Certification of Compliance each successive year thereafter during the term of this Agreement, GlobiTech agrees to provide the County with reports in a form reasonably acceptable to the County certifying GlobiTech's compliance with the above commitment to Employment Positions and shall include information on the number of Employment Positions created, filled or contracted for at the Improvements (the "**Employment Reports**"). The County shall have the right to inspect GlobiTech's payroll and other employment records, including GlobiTech's management system assigned to the Premises, as is reasonably necessary to verify Employment Reports, subject to GlobiTech's reasonable security and confidentiality requirements.

VII.
DEFAULT

A. The following shall constitute an "Event of Default" hereunder: (1) GlobiTech's failure to cause Commencement of Construction or Completion of Construction of the Phase II-D Improvements in accordance with this Agreement; (2) GlobiTech's failure to pay any Delinquent Ad Valorem Taxes owed to the County or any other taxing authority; (3) GlobiTech's failure to make the Phase II-D Capital Investment; (4) GlobiTech's failure to meet the employment commitments described herein; (5) GlobiTech suffering an Event of Bankruptcy or Insolvency; or (6) GlobiTech breaching any of the terms and conditions of this Agreement, including without limitation, the other conditions to the Tax Abatements set forth herein.

B. Upon occurrence of an Event of Default, the County shall notify GlobiTech in writing. GlobiTech shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within a ninety (90) day period, other than a monetary default, and GlobiTech has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County shall extend the period in which the default must be cured for an additional sixty (60) days.

C. Upon the occurrence and during the continuance of an Event of Default, subject to GlobiTech's cure rights under Section VII.B., the County shall have all remedies available to it at law or in equity, including without limitation, termination of this Agreement. Upon an Event of Default, the County shall have the right hereunder to enforce specific performance of amounts owed to the County or to bring an action to collect such amounts. The County also will have the right to pursue legal action against GlobiTech to recapture, as described by Section VII.E., amounts of Tax Abatements granted to GlobiTech during the term of this Agreement. Upon the occurrence of an Event of Default there will be a stay of Tax Abatements and the County will be relieved of its obligations herein until such Event of Default is cured within the applicable cure period described.

D. Periods described above for curing a delinquency or violation hereunder shall toll, and shall not be considered for any purpose as having run, beginning on the day GlobiTech files a petition in district court in Grayson County, Texas to determine whether a delinquency or violation has in fact occurred under this Agreement and/or to determine whether any attempt to cure has been sufficient, and ending upon the issuance of a final court decision or other final resolution of such court proceeding, including any appeals of such court decision.

E. Upon any termination of this Agreement by the County, all tax abated as a result of this Agreement for the three years' prior to the year in which this Agreement is terminated shall become a debt of GlobiTech to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is delivered to GlobiTech. GlobiTech agrees that the County shall have all remedies for the collection of this debt as provided generally in the Tax Code for the collection of delinquent property tax. The County, at its sole discretion, has the option to provide a repayment schedule. The computation of tax abated for the purposes of the Agreement shall, with respect to any tax year in which an abatement was granted, be based upon the portion of the Taxable Values of any Phase II-D Improvements and any Phase II-D Tangible Personal Property which received abatement in such year, multiplied by the County's tax rate applicable in such year, as calculated each year by the Tax Assessor-Collector for the County, as the case may be.

VIII.
ANNUAL APPLICATION FOR TAX EXEMPTION

It shall be the responsibility of GlobiTech, pursuant to the Texas Tax Code, to file an annual exemption application form with the chief appraiser for the Grayson County Appraisal District and any other appraisal district in which the eligible taxable property has situs. A copy of the exemption application shall be submitted to the County contemporaneously therewith.

IX.
ANNUAL RENDITION

GlobiTech shall annually render the value of the Phase II-D Tangible Personal Property eligible for the Tax Abatement, being the subject of the abatement provided herein, to the Grayson County Appraisal District and any other appraisal district in which the eligible taxable property has situs and provide a copy of the same to the County simultaneously therewith.

X.
EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the County, which shall not be unreasonably withheld. Notwithstanding the foregoing, so long as no Event of Default of GlobiTech under this Agreement exists and remains uncured, GlobiTech may, without the prior written consent of the County, (1) assign its rights and obligations under this Agreement to an Affiliate of GlobiTech, so

long as such Affiliate continues to be wholly-owned, directly or indirectly, by GlobiTech or one of its constituent parties and GlobiTech notifies the County in advance of such assignment and provides evidence reasonably satisfactory to the County that such assignee is an Affiliate, or (2) make a collateral assignment of the Agreement solely for the benefit of a creditor providing financing for the Phase II-D Improvements or the Phase II-D Tangible Personal Property. In the event the County consents to an assignment of this Agreement by GlobiTech, no further assignment shall be made without the express consent in writing of the County, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. Except as otherwise set forth herein, an assignment by GlobiTech of its interest in this Agreement shall not relieve GlobiTech from its obligations under this Agreement unless written consent to the assignment is provided by the County as contemplated above.

XI.
NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail or by hand delivery:

If to the County:	Grayson County, Texas 100 W. Houston Street Sherman, Texas 75090 Attn: County Judge
With required copy to:	Grayson County Criminal District Attorney 200 S. Crocket Street, Suite 116A Sherman, Texas 75090 Attn: Craig Price
If to GlobiTech:	GlobiTech Incorporated 200 FM 1417 West Sherman, Texas 75092 Attn: Mark England
With required copy to:	Renn Neilson Baker Botts L.L.P. 910 Louisiana Ave. Houston, Texas 77002

Each party may change the address to which notice may be sent to that party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.

XII.
TERM

The term of this Agreement shall begin on the Effective Date and shall continue during the period set forth in Article IV hereof, unless sooner terminated. Time is of the essence in this Agreement.

XIII.
AUTHORIZATIONS

The Commissioners Court has authorized the County Judge to execute this Agreement on the County's behalf. This Agreement was entered into by GlobiTech pursuant to authority granted by one or more of its officers to execute this Agreement on behalf of GlobiTech.

XIV.
SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement, shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word. If any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement or any part hereof invalid or illegal, the parties agree to terminate (or if feasible, modify) this Agreement and to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible.

XV.
APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be in the State District Court of Grayson County, Texas. The parties consent to venue and to the jurisdiction of the State District Court of Grayson County, Texas.

XVI.
INDEMNIFICATION

A. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, GLOBITECH SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "COUNTY'S INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART) GLOBITECH'S PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT.

B. Notice of Indemnified Loss. The County's Indemnified Party shall promptly notify GlobiTech of any indemnified Losses or Claim for indemnified Losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Article XVI. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the Loss or Claim for Losses.

C. Defense of Third Party Claims. In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, GlobiTech shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at GlobiTech's sole cost and expense, resist and defend the same with legal counsel selected by County. GlobiTech's obligation to defend shall apply regardless of whether the County's Indemnified Party is solely or concurrently negligent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from participating in the defense of any litigation with their own counsel. If GlobiTech fails to retain defense counsel within seven (7) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and GlobiTech shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

XVII.
ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement. The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

XVIII.
RECORDATION OF AGREEMENT

A certified copy of this Agreement in recordable form shall be recorded in the real property records of Grayson County, Texas.

XIX.
INCORPORATION OF RECITALS; EXHIBITS

The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

XX.
CERTIFICATIONS REQUIRED BY TEXAS LAW

A. Pursuant to Section 2271.002, Texas Government Code, GlobiTech hereby represents that neither GlobiTech, nor any wholly owned subsidiary, majority-owned subsidiary, parent, owner or affiliate of GlobiTech "boycotts Israel", and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, GlobiTech agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, GlobiTech certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

C. Pursuant to Chapter 2274, Texas Government Code, GlobiTech verifies that (i) it does not boycott energy companies and will not boycott energy companies during the term of this Agreement and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

D. Pursuant to Chapter 2264, Texas Government Code, GlobiTech represents and certifies that is does not and will not knowingly employ any undocumented worker at the Premises or on the Land who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the County under this Agreement, GlobiTech is convicted of a violation under 8 U.S.C. § 1342a(f), GlobiTech shall repay to the County an amount equal to all Grant payments tendered to GlobiTech under this Agreement plus interest at the annual rate of four percent (4%) not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies GlobiTech of such violation.

XX.
NO VESTED RIGHTS

Nothing in this Agreement shall be interpreted or implied to vest any rights in the parties. In addition, nothing in this Agreement constitutes a "permit" as defined in Chapter 245, Texas Local Government Code. GLOBITECH WAIVES ANY CLAIM THAT THIS AGREEMENT ESTABLISHES VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XXII.
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. The parties acknowledge the inherent unpredictability of the global semiconductor industry and the possibility that schedules for investment and job creation and other provisions may require adjustment over the terms of this Agreement, subject to the mutual written asset of all parties.

[Rest of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

GRAYSON COUNTY, TEXAS,
a political subdivision of the State of Texas

By: _____
William L. Magers, County Judge

Date: 6-21-22

ATTEST:

By: _____
Deana Patterson, County Clerk

APPROVED AS TO FORM:

By: _____
Craig M. Price, County's Attorney

GLOBITECH INCORPORATED,
a Delaware Corporation

By: _____
Printed Name: Mark England
Title: President

Date: 7-20-2022

EXHIBIT A

Legal Description of the Land

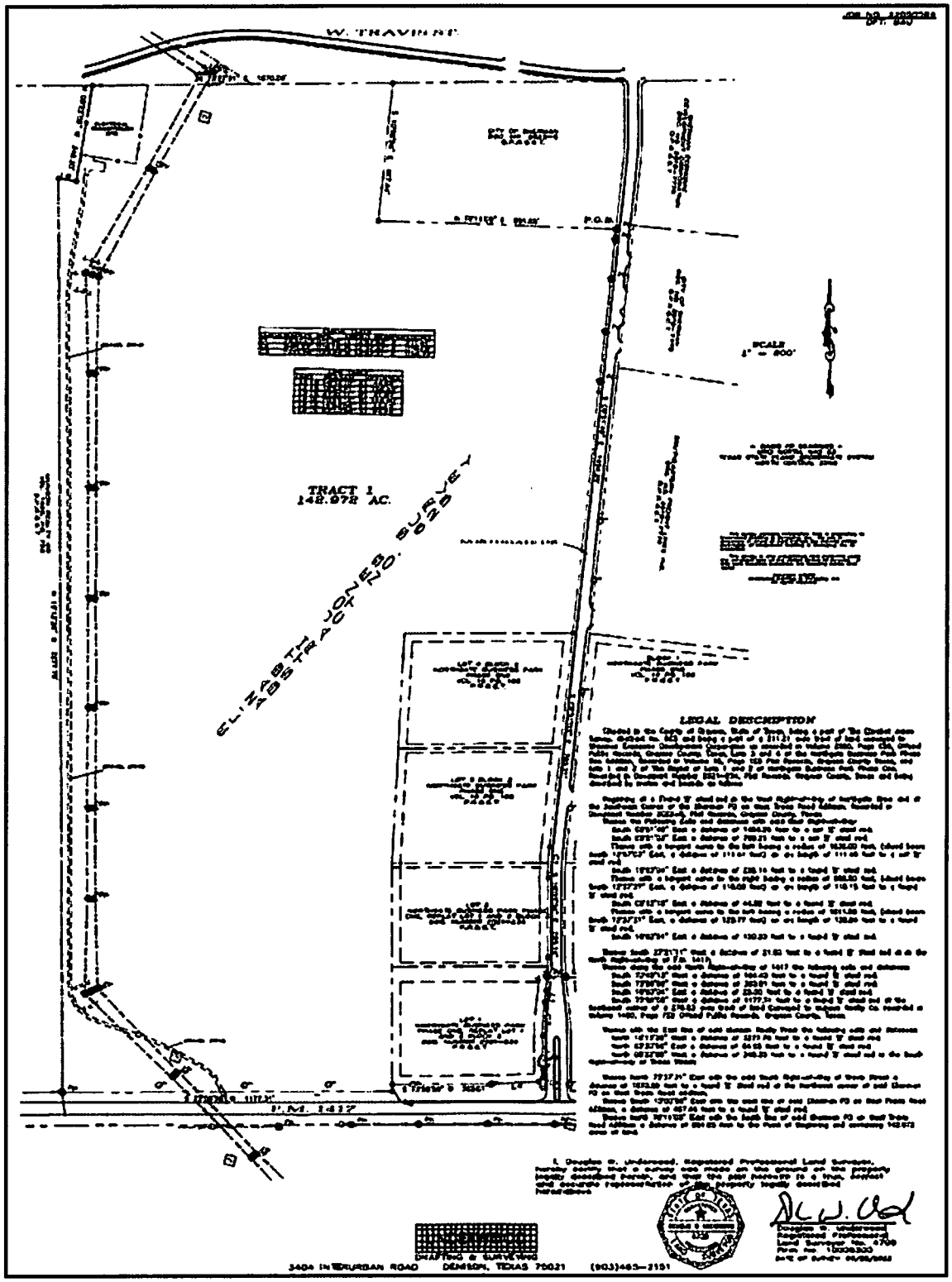


EXHIBIT B
Description of the Premises

[TO BE PROVIDED UPON CERTIFICATE OF OCCUPANCY]

EXHIBIT C
Description of the Phase II-D Improvements

Phase II-D would include a multi-floor building of manufacturing and manufacturing support space, support buildings including crystal puller building, chemical/gas building, central utilities building, and an admin building in support of the manufacturing operations. Several additional detached structures would be constructed to house additional necessary infrastructure for the manufacture of 300mm wafers, including parking areas, water treatment facility, reactive and non-reactive gas pads, cooling towers, DIW plant, on-site powering solar panels, and an electrical substation.

Major components of Phase II-D of the proposed Project would include:

- Water chillers, CDA compressors, CPCW system, boilers, wastewater sewers, wastewater treatment, scrubbers, general exhaust, DIW plant, gas pads, Class 100 and Class 1 cleanrooms, H_2 storage, electrical substation, cooling towers, fire prevention system, electrical facilities, facilities and plant control system.

- Crystal pulling furnaces, ingot crop and grind tools, x-ray tools, wiresaws, slurry recycle system, lappers, edge grinders, laser markers, etch benches, edge and surface polishers, epi reactors, clean lines, and metrology equipment.