

**STATE OF TEXAS** §  
**COUNTY OF WILLIAMSON** § **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Agreement (“Agreement”) is made by and between the City of Georgetown, Texas (“City”) and Cellink Corporation, a California corporation (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

**WITNESSETH:**

**WHEREAS**, Company was founded in 2011 to develop very large, high-conductance flexible circuits for the solar, LED, and battery industries and with the onset of electrification and autonomy in the automotive industry its focused has shifted to intelligent wiring systems that minimize complexity and weight; and

**WHEREAS**, Titan Gateway35, LLC (“Owner”) owns land in Gateway 35 Business Park in Georgetown, Texas, being further described in **Exhibit “A”** (“Land”), and intends to construct, or cause to be constructed a building on the Land containing approximately 300,000 square feet of high-tech advanced manufacturing space identified as “Building 1” on the City approved site plan (hereinafter defined as the “Improvements”) to be leased to Company following construction thereof; and

**WHEREAS**, Company has or intends to enter a lease with Owner for the Improvements for a period of not less than seven (7) years (the “Lease”); and

**WHEREAS**, Company and Owner intend to make a combined capital investment of approximately Eighty Million and No/100 Dollars (\$80,000,000.00) as of the sixth (6<sup>th</sup>) anniversary date of the Commencement Date (hereinafter defined); and

**WHEREAS**, the City of Georgetown, Texas, is served by a City owned electric utility; and

**WHEREAS**, Company has advised City that a contributing factor that would induce Company to enter the Lease and expand its operations in the City would be an agreement by City to provide economic development grants to Company to offset the costs of electricity for the Leased Premises (hereinafter defined) for Company; and

**WHEREAS**, promoting the expansion and maintenance of existing business enterprises within the City will promote economic development, stimulate commercial activity, generate additional sales tax, and will enhance the property tax base and economic vitality of the City; and

**WHEREAS**, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

**WHEREAS**, City has determined that making an economic development grant to Company in accordance with this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of City; (2) benefit City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in City.

**WHEREAS**, City does hereby approve this Agreement as a program pursuant to Chapter 380 Texas Local Government Code for the promotion of economic development;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Article I Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Party’s existence, insolvency, employment of receiver for any part of Party’s property and such appointment is not terminated within one hundred twenty (120) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against a Party and such proceedings are not dismissed within one hundred twenty (120) days after the filing thereof.

“City” shall mean City of Georgetown, Texas.

“City Tax Abatement Agreement” shall mean that certain tax abatement agreement by and among the City, Owner and Company dated approximate date herewith.

“Commencement Date” shall mean the date the City has issued a certificate of occupancy for the occupancy of the Improvements for the occupancy by Company.

“Company” shall mean CelLink Corporation, a California corporation.

“Company Affiliate” shall mean any entity that is directly or indirectly controlled by or is under common control with Company.

“County” shall mean Williamson County, Texas.

“County Tax Abatement Agreement” shall mean that certain tax abatement agreement by and among the County, Owner and Company.

“Effective Date” shall mean the last date of execution hereof by the Parties.

“Expiration Date” shall mean the tenth (10th) anniversary date of the Commencement Date, unless sooner terminated as provided herein.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Grant” shall mean an annual economic development grant consisting of the retirement by the Georgetown electric utility of one (1) Renewable Energy Credit (“REC”) (in increments of 1 MWH, rounded up to the nearest MWH) for every megawatt-hour (MWH) of energy purchased by Company from the Georgetown electric utility for Company’s electricity usage at the Leased Premises for a period of five (5) Years beginning on the Commencement Date, not to exceed One Million Dollars (\$1,000,000.00).

“GEDCO” shall mean the Georgetown Economic Development Corporation.

“GEDCO Economic Development Agreement shall mean that certain economic development Agreement by and between GEDCO and Company dated approximate date herewith.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and per fees, and other charges by public or governmental authority,

general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Improvements” shall mean a building to be constructed on the Land containing approximately 300,000 square feet of high-tech advanced manufacturing space identified as “Building 1” on the City approved site plan, and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the City, from time to time, to obtain a building permit(s).

“Land” shall mean the real property described in **Exhibit “A”**.

“Lease” shall mean the lease of the Premises by and between Owner and Company for a period of at least ten (10) years.

“Lease Inception Date” shall mean the date the term of the Lease commences but no later than December 14, 2022.

“Leased Premises” shall mean the Improvements.

“Owner” shall mean Titan Gateway35, LLC, a Texas limited liability company.

“Premises” shall collectively mean the Land and Improvements

“Related Agreement” shall mean any agreement (other than this Agreement) by and between: (i) the City and the Company or any Company Affiliate; (ii) the City Tax Abatement Agreement; (iii) the County Tax Abatement Agreement; and (iv) the GEDCO Economic Development Agreement..

“Required Use” shall mean Company’s continuous lease, use, and occupancy of the Improvements for the manufacture, and research and development of very large, high-conductance flexible circuits for the solar, LED, and battery industries intelligent wiring systems, or other related manufacturing, research, and development.

## **Article II Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III Economic Development Grant**

3.1 **Grant.** Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grant or value thereof pursuant to Article V hereof, City agrees to provide Company with the Grant to retire or otherwise

satisfy Renewable Energy Credits granted for the benefit of Company for its electricity usage at the Leased Premises for a period of five (5) Years beginning on the Commencement Date, not to exceed One Million and No/100 Dollars (\$1,000,000.00).

3.2 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision and this Agreement shall in no way be construed as being secured by ad valorem taxes or financed by debt. City's obligations under this Agreement shall not be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds. Consequently, notwithstanding any other provision of this Agreement, City shall have no obligation or liability to provide the Grant except as allowed by law. City shall not be required to provide the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

#### **Article IV Conditions to the Economic Development Grant**

The obligation of City to provide the Grant shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by Company, and each of the conditions set forth in this Article, provided however that failure to meet a condition shall not prevent the payment of the applicable installment of a Grant prior to the specified deadline for satisfaction of the condition

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Lease. Company and Owner shall have entered the Lease on or before the Lease Inception Date, and Company shall have provided a copy of the Lease to City.

4.3 Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Premises shall not be used for any purpose, other than the Required Use, and the use and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure, or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling. Notwithstanding the forgoing Company shall not be in breach of Required Use if the Company beginning with the date of termination of the Lease and continuing thereafter until the fifteenth (15th) anniversary of the Commencement Date ,continuously leases or owns other real property and improvements in the City and such premises are not used for any purpose other than the Required Use and the operation and occupancy of the such premises in conformance with the Required Use does not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure, or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling.

## **Article V Termination**

- 5.1 This Agreement shall terminate upon any one or more of the following:
- (a) by written agreement of the Parties;
  - (b) Expiration Date;
  - (c) upon written notice by either Party in the event another Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof;
  - (d) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency;
  - (e) upon written notice by City, if any Impositions owed to City, the City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); and
  - (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event this Agreement is terminated by City pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to City an amount equal to the value of the Grant provided by City to Company for any period during the Eligibility Period for which Company had an uncured breach of this Agreement or a Related Agreement, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, which shall accrue from the date of the respective Renewable Energy Grant payment until paid.

5.3 Offsets. City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due City has been reduced to judgment by a court.

## **Article VI Miscellaneous**

6.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned without the prior written consent of City.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed among the Parties that Company, in satisfying the

conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's and/or Owners' performance of the conditions under this Agreement.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit in United States Mail, postage prepaid, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing); (ii) or on the day received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: David Morgan  
City Manager  
City of Georgetown  
City of Georgetown  
808 Martin Luther King, Jr. Street  
Georgetown, Texas 78626

With a copy to:

Skye Masson  
City Attorney  
City of Georgetown  
City of Georgetown  
808 Martin Luther King, Jr. Street  
Georgetown, Texas 78626

If intended for Company, to:

Attn: Rob Misso  
VP Global Operations  
Cellink Corporation  
610 Quarry Rd  
San Carlos, California 94070

With a copy to:

Executive Managing Director  
Ginovus  
9 Municipal Drive Suite 1  
Fishers, In  
46038

6.5 Entire Agreement. This Agreement is the entire Agreement among the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grant and any other funds received by Company from City as of the date of such violation within 120 days after the date Company is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.14 Conditions Precedent. The following are conditions precedent to this Agreement and the obligations of the Parties pursuant to this Agreement are expressly subject to the following: (i) Owner and Company have fully executed the Lease on or before the Lease Inception Date and have provided a copy thereof to City; (ii) the City Tax Abatement Agreement is fully executed; (iii) the County Tax Abatement Agreement is fully executed; and (iv) GEDCO Economic Development Agreement is fully executed.

*(signature page to follow)*



**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF GEORGETOWN, TEXAS**

By: \_\_\_\_\_  
Josh Schroeder, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Skye Masson, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CELLINK CORPORATION**

By: \_\_\_\_\_  
Kevin Coakley, CEO, CelLink Corporation

**EXHIBIT "A"**

**Description of the Land**