MIDLAND DEVELOPMENT CORPORATION

Board Binder Open Session

July 20, 2026

MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

NOTICE OF PUBLIC MEETING

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in special session, open to the public, in City Hall Council Chambers, 300 North Loraine Street, Midland, Texas, at 10:00 a.m. on July 20, 2026. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

Videoconference Information

Join from PC, Mac, iPad, or Android:
https://us02web.zoom.us/j/88066795685

Phone one-tap:
+13462487799,,88066795685# US (Houston)
+12532050468,,88066795685# US

Join via audio:
+1 346 248 7799 US (Houston) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 669 444 9171 US
+1 669 900 9128 US (San Jose) +1 719 359 4580 US +1 301 715 8592 US (Washington DC)
+1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US
+1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 558 8656 US (New York)
+1 646 931 3860 US +1 689 278 1000 US

Webinar ID: 880 6679 5685
International numbers available: https://us02web.zoom.us/u/kcFpN4Kfk

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.

2. Resolution authorizing the execution of an economic development agreement with AST & Science, LLC; and authorizing payment.

Posted this 14th day of July 2026.

____
Marcia Bentley German
City Governance Officer/City Secretary

RESOLUTION NO. ______________

RESOLUTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH AST & SCIENCE, LLC; AND AUTHORIZING PAYMENT

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of an economic development agreement with AST & Science, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized to execute and attest, respectively, on behalf of the Midland Development Corporation, an economic development agreement with AST & Science, LLC. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all the Midland Development Corporation's obligations under said agreement, including the issuance of all written notices and confirmations due thereunder.

SECTION THREE. That the Comptroller for the City of Midland is hereby authorized and directed to issue payment(s) to AST & Science, LLC in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

On motion of Director ______________, seconded by Director ______________, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _______ day of ______________, A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

BRAD BULLOCK,
Chairman of the Midland
Development Corporation

ATTEST:

GARRETT DONNELLY,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and AST & SCIENCE, LLC, a Delaware limited liability company ("*Company*").

I.
Recitals

A. Company is currently headquartered at the office and hangar facility located at 2901 Enterprise Lane, Midland, Texas 79706, and is in the business of building the first and only cellular broadband network in space designed to be accessible directly by smartphones for commercial use, and other applications for government use utilizing its extensive intellectual property and patent portfolio.

B. The City of Midland, Texas (the "*City*") owns certain real property described as an approximate 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas.

C. As a condition to the effectiveness of this Agreement, Company intends to enter into an agreement with the City to lease the Leased Premises (as defined below) for the purpose of establishing a new facility thereon (the "*Ground Lease*").

D. MDC and Company desire to set forth the terms and conditions upon which incentives will be provided to Company as consideration for Company's and its Affiliates' performance of the following: (i) construction and operation of a new facility (the "*New Facility*") consisting of a minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises; (ii) creation and maintenance of 1,600 FTEs (as defined below) and $128,000,000.00 in Annual Compensation Costs (as defined below) in the Facility Area (as defined below) by December 31, 2036; and (iii) investment of at least $100,000,000.00 in Facility and Equipment Costs (as defined below) by December 31, 2034, with an extension option whereby Company will be entitled to the Earned Capital Incentive Payments (as defined below) if Company (a) creates and maintains an additional 200 FTEs (for a total of at least 1,800 FTEs) and an additional $16,000,000.00 in Annual Compensation Costs (for a total of $144,000,000.00 in Annual Compensation Costs) in the Facility Area and (b) makes an additional investment of $50,000,000.00 in Facility and Equipment Costs (for a total investment of $150,000,000.00 in Facility and Equipment Costs) by December 31, 2038, all as more particularly set forth herein.

E. Company will exercise commercially reasonable efforts to advertise the availability of job openings in the City, and to provide information to employees about living within the City's corporate limits.

F. Company and its Affiliates have satisfied Company's jobs, payroll and investment obligations under the Previously Executed Agreements (as defined below), and Company has requested that the terms and certain obligations contained in the Previously Executed

Exhibit A

Agreements be aligned with this Agreement, which covers jobs and investments in the Facility (defined below) including the New Facility through the term of this Agreement.

G. Company and MDC intend to execute amendments or modifications to the Previously Executed Agreements, including the termination of the security agreement related to the 2018 EDA (defined below) and Company and MDC shall work in good faith to obtain the consent or agreement of the City with respect to the above-described amendments and modifications to the Previously Executed Agreements.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

II.
Definitions

When used in this Agreement, capitalized terms not otherwise defined herein shall have the meanings set forth below:

A. "*2018 EDA*" is defined in the definition of Previously Executed Agreements.

B. "*2025 EDA*" is defined in the definition of Previously Executed Agreements.

C. "*Accelerated Investment Incentive*" is defined in Section V.B.3.

D. "*Affiliate*" means any entity controlling, controlled by, or under common control with AST & Science, LLC, including the parent company of Company (AST SpaceMobile, Inc.) and all subsidiaries of Company or the parent company of Company (including, without limitation, AST SpaceMobile, Inc.) and any successor thereto.

E. "*Annual Compensation Costs*" means the aggregate amount of compensation and benefits paid or incurred during the applicable calendar year with respect to individuals performing services for Company or its Affiliates in the Facility Area, whether such individuals are employed directly by Company or its Affiliates or are part of Company's or its Affiliates' contingent or supplemental workforce provided through a Labor Provider (as defined below). Annual Compensation Costs include base pay, wages, paid vacation, paid sick leave, bonuses, and benefits such as 401(k) and stock-option programs, associated matching contributions, and health insurance provided pursuant to the applicable employer's policies or practices. With respect to individuals who are part of the contingent or supplemental workforce, Annual Compensation Costs shall include amounts paid by Company or its Affiliates to a Labor Provider with respect to individuals performing services for Company or its Affiliates at or in connection with the Facility. Annual Compensation Costs shall be measured over the 12-month period beginning on January 1 and ending on December 31 of such year, and shall be calculated by summing all such amounts actually paid, disbursed, or incurred during the relevant calendar year and during the term of this Agreement. "Annual Compensation Costs" shall not include the above referenced costs attributable to "Full-Time Jobs" Company is required to pay under the Previously Executed Agreements.

F. "*Business*" means Company's and its Affiliates' commercial operations at the New Facility (as defined below), including the construction and operation of the New Facility on the Leased Premises.

G. "*Business Day*" means each day, Monday through Friday, except to the extent any day is a holiday recognized by the federal government of the United States or a state holiday recognized by the State of Texas.

H. "*Cessation*" is defined in Section VI.E.

I. "*Cessation Payment*" is defined in Section VI.E.

J. "*Compliance Year*" is defined in Section IV.D.

K. "*Default*" is defined in Section VII.

L. "*Design and Construction Documents*" is defined in Section IV.A.1.

M. "*Earned Capital Incentives Extension*" is defined in Section V.B.1.

N. "*Effective Date*" is defined in Section VIII.B.

O. "*Execution Date*" means July 22, 2026.

P. "*FAA Use Non-Default Item*" is defined in Section IX.

Q. "*Facility*" means, unless the context clearly requires, collectively, one or more of the New Facility, the "Property" (as defined in the 2018 EDA), and each other "Facility" as defined in each applicable Previously Executed Agreement (defined below) and other economic development agreements entered into by the parties from time to time, and each other facility operated by AST or its Affiliates in the Facility Area.

R. "*Facility and Equipment Costs*" is defined in Section IV.A.5.

S. "*Facility Area*" means the area commonly known as the Midland Spaceport Business Park, each other Facility, and any other area located within the corporate limits of the City as may be agreed to in writing by the parties from time to time.

T. *"Facility Non-Default Item"* is defined in Section IV.A.5.

U. *"Facility Transition Item"* is defined in Section VI.D.

V. "*Full-Time Equivalent*" or "*FTE*" means a unit for measuring employment (including employment obtained through a Labor Provider) based on hours worked or paid. One (1) FTE equals 1,820 hours per year of employment (including through a Labor Provider), including paid hours for vacation, sick leave, earned time off, and other paid leave in accordance with Company and its Affiliates' policies and practices. An employee (including an individual staffed through a Labor Provider) who works or is paid for 1,820 hours or more during the applicable measurement period shall count as one (1) FTE. An employee (including an individual staffed through a Labor Provider) who works or is paid for fewer than 1,820 hours during the applicable measurement period shall count as a fraction of one (1) FTE, determined by dividing such employee's (including an individual staffed through a Labor Provider) hours worked or paid during the applicable measurement period by 1,820. By way of example only, an employee (including an individual staffed through a Labor Provider) working or paid for approximately 910 hours during the applicable measurement period shall count as 0.5 FTE.

W. "*Incentive Threshold*" is defined in Section VI.C.4.

X. "*Labor Provider*" means any third party listed in **Exhibit A** and engaged by Company to supply any one or more aerospace professionals, engineering professionals, or other skilled personnel to provide specialized skills and services to Company or its Affiliates for operations in the Facility Area, including, but not limited to research, development, design, engineering, manufacturing, assembly, integration, testing, validation, maintenance, repair, and related operational functions, or any other third party satisfying the conditions listed in this definition and who is approved by the MDC Chairman, whose approval shall not be unreasonably withheld, conditioned or delayed. **Exhibit A** is attached hereto and incorporated herein for all purposes.

Y. "*Leased Premises*" means that certain City-owned real property located on the northeast side of the intersection of Business Interstate 20 and La Force Boulevard and more particularly described as an approximate 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, that Company desires to lease from City. The Leased Premises is more particularly described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

Z. *"Minimum Capital Payment"* is defined in Section VI.D.

AA. "*New Facility"* means a proposed minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises.

BB. "*Non-Default Item*" is defined in Section VII.

CC. *"Payment Percentage"* is defined in Section VI.D.

DD. *"Previously Executed Agreements*" means those certain existing agreements between the parties consisting of: (i) that certain Economic Development Agreement (the "*2018 EDA*") dated November 21, 2018, as amended, concerning the relocation of Company's headquarters from Miami, Florida, to Midland Spaceport Business Park; (ii) that certain Sublease Agreement dated November 13, 2018, as amended, concerning Company's sublease of the office and hangar facility located at 2907 Enterprise Lane, Midland, Texas, from MDC; (iii) that certain Economic Development Agreement effective as of April 22, 2025, as amended, concerning the expansion of Company's operations to the facility located at 2908 Enterprise Lane, Midland, Texas (the "*2025 EDA*"); and (iv) that certain Commercial Lease Agreement effective as of April 22, 2025, as amended, concerning Company's lease of the facility located at 2908 Enterprise Lane, Midland, Texas.

III.
Previously Executed Agreements

A. **Existence of Previously Executed Agreements**. The parties acknowledge the existence and validity of the Previously Executed Agreements. This Agreement shall not affect, alter, or modify the Previously Executed Agreements or the parties' respective obligations contained therein except as otherwise expressly set forth herein.

B. **Incentive Generation**. The parties expressly acknowledge and agree that (i) any additional generation by Company and its Affiliates of FTEs (or Full-Time Jobs, as such is defined in the Previously Executed Agreements) above those required in the Previously Executed Agreements, and (ii) any Facility and Equipment Costs in its operations of, on or related to any property that are incurred or paid following the Execution Date shall count towards FTEs and Facility and Equipment Costs that Company and its Affiliates are required to generate under this Agreement. The parties also acknowledge and agree that: (i) any costs incurred or paid by Company and its Affiliates with respect to their employees in the Facility Area, including base pay, wages, paid vacation, paid sick leave, bonuses, and benefits such as 401(k) and stock-option programs, associated matching contributions, and health insurance; and (ii) any costs incurred or paid by Company and its Affiliates to a Labor Provider with respect to individuals performing services for Company or its Affiliates in the Facility Area shall count towards Annual Compensation Costs required under this Agreement; provided, however, that such costs are not attributable to the Full-Time Jobs Company is required to create and maintain under the Previously Executed Agreements.

C. **Extension of Rental Reimbursements**. The parties shall work in good faith to amend or otherwise modify the 2018 EDA and the 2025 EDA, and use their best efforts to obtain the consent or agreement of the City with respect to the Sublease Agreement and the Commercial Lease Agreement and related lender waivers to align their respective terms and rental reimbursement provisions referenced therein with those contained in this Agreement.

IV.
Company Obligations

A. **Construction of Facility.** Company shall construct, or cause to be constructed, the New Facility on the Leased Premises at its sole cost and expense in accordance with the following requirements:

   1. Design. Company shall submit or cause to be submitted to MDC a site plan, conceptual design documents, and design and construction documents for the New Facility that have been approved by City as contemplated in the Ground Lease, as may be amended by change orders (the "*Design and Construction Documents*").

2. Landscaping Obligation. Company shall, at its sole cost and expense, provide for, or cause to be provided for, the design, installation, and maintenance of landscaping improvements at and along the Leased Premises, including but not limited to trees, shrubs, groundcover, turf, irrigation systems, hardscape edging, and related appurtenances in a manner that is consistent in aesthetics, species selection, spacing, scale, density, materials, and quality with the existing landscaping installed along adjacent properties and public rights-of-way within the Spaceport Business Park. The timelines and installation and maintenance requirements associated with this landscaping obligation shall be further detailed in the Ground Lease.

3. Construction Commencement. On or before March 31, 2027 (the "*Commencement Date*"), Company shall commence or cause to be commenced the construction of the New Facility in accordance with the Design and Construction Documents, provided that Company shall be entitled to extend the Commencement Date to June 30, 2027 in the event it demonstrates a good faith need therefor.

4. Construction Completion. Company shall cause Substantial Completion of the New Facility by March 31, 2029 (or June 30, 2029 if the Commencement Date is extended). For purposes of this Agreement, "Substantial Completion" shall be deemed to have occurred upon the issuance of a temporary certificate of occupancy or certificate of occupancy for the New Facility, if sufficient to permit lawful occupancy of the New Facility for its intended use. In the event Substantial Completion has not occurred by March 31, 2029 (or June 30, 2029 if the Commencement Date is extended), Company may request that MDC approve an extension of the Substantial Completion deadline (such extension not exceeding a period of six (6) months in any instance), provided that Company presents sufficient evidence of commercially reasonable causes of delay to MDC, which may include, but shall not be limited to, delays in permitting or other governmental approvals (other than any permit or approval issued or required by the City), utility delays, labor shortages, material shortages, supply chain disruptions, adverse weather conditions, unforeseen site conditions, delays caused by third parties outside of Company's reasonable control, or other similar circumstances affecting the timely Substantial Completion of the New Facility. MDC's decision as to whether to grant an extension under this Section shall not be unreasonably withheld, conditioned, or delayed. This extension is in addition to any extension due to force majeure as described below.

5. Facility and Equipment Costs. Company and its Affiliates shall invest or cause to be invested the aggregate minimum of One Hundred Million Dollars ($100,000,000.00) for the design, landscaping and construction of the New Facility and the purchase of fixtures, fittings, appliances, equipment, machinery, and vehicles of any kind to be primarily located or installed at the New Facility or otherwise installed or located on the Leased Premises or any other Facility, or installed or otherwise located on any property covered by the Previously Executed Agreements or any other facility covered by an economic development agreement between the parties from time to time (the "*Facility and Equipment Costs*"), and provide MDC with written certification thereof, by December 31, 2034. Notwithstanding the foregoing or any contrary provision contained herein, the "Facility and Equipment Costs" under this Agreement shall not include (i) the "Personal Property and Inventory" costs required under the 2025 EDA, (ii) the "Inventory" costs under the 2018 EDA, or (iii) any such costs incurred by Company or its Affiliates prior to the Execution Date.

6. Force Majeure. If Company or its Affiliates are delayed in performing any of the obligations set forth in Section IV.A.1-4 by a Force Majeure Event (as defined below), then Company shall be entitled to an equitable extension of time for the period of delay caused by such Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond Company's reasonable control that delays, interrupts, or prevents performance of the Work, including acts of God, flood, fire, earthquake, storm, unusually severe weather, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, shortages or unavailability of labor, materials, equipment, or transportation, utility interruptions, governmental actions, laws, regulations, orders, permit delays, embargoes, and other similar events or circumstances beyond Company's reasonable control.

B. **FTE Obligation.** Exclusive of any similar Full-Time Job obligation contained in the Previously Executed Agreement, Company and its Affiliates shall create and/or maintain a minimum of 1,600 FTEs (of which 1,100 FTEs shall be created under this Agreement) and incur or pay a minimum of $128,000,000.00 in Annual Compensation Costs collectively in the Facility Area, all in accordance with the First Job Schedule contained in **Annex 1**, which is attached hereto and incorporated herein for all purposes.

The FTE creation obligation for any Compliance Year shall be deemed to be satisfied if the total number of FTEs created under this Agreement as of any Compliance Year is equal to or greater than the sum of the "net new jobs" for all Compliance Years through and including the applicable Compliance Year as shown on the applicable Job Schedule on **Annex 1**.

The FTE maintenance obligation for any Compliance Year shall be deemed to be satisfied if the difference between (i) the total number of FTEs at the Facility Area as of December 31 of the applicable Compliance Year, and (ii) 210, is equal to or greater than the number of "total jobs" for the applicable Compliance Year as shown on the applicable Job Schedule on **Annex 1**. By way of example, Company would satisfy the FTE maintenance requirement for Compliance Year 2027 if the total number of FTEs at the Facility Area as of December 31, 2027 is 910 (i.e., 910 FTEs – 210 FTEs = 700).

The Annual Compensation Costs obligation for any Compliance Year shall be deemed to be satisfied if the Annual Compensation Costs for the number of "total jobs" for the applicable Compliance Year are equal to or greater than the amount shown for such Compliance Year on the applicable Job Schedule on **Annex 1**.

C. **Quarterly Compliance Certifications.** Beginning with the calendar quarter ending September 30, 2026, and for every quarter thereafter during the term of this Agreement, Company shall certify to MDC, as described in Section X.D below, the following:

1. The total FTEs maintained in the Facility Area pursuant to this Agreement as of the last day of the quarter; and

2. The total invested amount of Facility and Equipment Costs, calculated as the aggregate of the total purchase price of each investment on the date of the investment, on a cumulative basis, as of the last day of the quarter.

Said quarterly compliance certifications shall be due to MDC no later than forty-five (45) days following the end of each quarter.

D. **Annual Compliance Certifications.** Beginning with the 2026 calendar year and for every subsequent calendar year thereafter during the term of this Agreement (each a "*Compliance Year*"), Company shall submit a compliance certification (each an "*Annual Certification*") to MDC as described in Section X.D below, containing the following information:

1. The (a) total "net new" FTEs created during the Compliance Year in the Facility Area, and (b) the total FTEs maintained in the Facility Area pursuant to this Agreement as of the last day of the Compliance Year;

2. The total Annual Compensation Costs for the Compliance Year;

3. The total invested amount of Facility and Equipment Costs, calculated as the aggregate of the total purchase price of each investment on the date of the investment, on a cumulative basis; and

4. A report of tangible personal property, equipment, and inventory owned by Company or its Affiliates that is located at the Facility as of the last day of the year, evidenced by tax statements issued by the Midland Central Appraisal District.

Every Annual Certification shall be accompanied by a separate certification completed by a licensed accountant stipulating that (i) the information contained in the Annual Certification is true and correct, and (ii) the information contained in the Annual Certification was derived using Generally Accepted Accounting Principles. Company shall submit each Annual Certification within sixty (60) days following the end of each Compliance Year (the "*Annual Certification Due Date*").

E. **Material Obligation.** Company's strict compliance with the requirements contained in this Section IV shall constitute a material obligation of this Agreement, provided, however that the parties expressly acknowledge and agree that minor reporting delays (i.e., delays not exceeding fifteen (15) days) shall not constitute a material noncompliance.

V.
MDC Obligations

A. **Ground Lease Reimbursement.** Beginning on the Effective Date (as defined below), and continuing for the first thirty (30) years of the Ground Lease term, MDC agrees to reimburse Company in cash for all rental payments due and paid to City pursuant to the Ground Lease, each time within thirty (30) days of MDC's receipt of Company's written request for reimbursement; provided, however, that MDC's cumulative reimbursement of said rental payments under Section V.A of this Agreement shall not exceed Sixteen Million Dollars ($16,000,000.00). The failure or delay of Company to request reimbursement shall not waive Company's right to reimbursement. Notwithstanding the foregoing, Company's or its Affiliates' election to prepay any rental payments due under the Ground Lease shall not operate to require MDC to accelerate any reimbursement of rental payments due under this Agreement. Company may elect to prepay any rental payments due to City under the Ground Lease; however, MDC's obligation to reimburse Company for rental payments due under the Ground Lease shall be limited to only those rental payments that have actually come due and been paid by Company in accordance with the Ground Lease, and MDC shall have no obligation to reimburse Company for any prepaid amounts until such amounts would have otherwise been due and payable under the Ground Lease.

B. **Capital Incentives.** For each Compliance Year from 2027 through 2036 (the "*First Compliance Years*") in which Company (or its Affiliates) complies with all material obligations contained in <u>Section IV</u> (the parties expressly acknowledge and agree that minor reporting delays shall not constitute a material noncompliance), MDC shall pay to Company the amount of Three Million Dollars ($3,000,000.00) (each, a "*Capital Incentive Payment*") per Compliance Year; provided, however, that MDC's total Capital Incentive Payments for the First Compliance Years shall not exceed Thirty Million Dollars ($30,000,000.00). If MDC pays to Company the Capital Incentive Payments for Compliance Years 2027 and 2028 due to Company's and/or its Affiliates' creation and maintenance of FTEs in the Facility Area and satisfaction of the Annual Compensation Costs obligations for such Compliance Years, but Company and its Affiliates fail to cause Substantial Completion of the New Facility by March 31, 2029 (subject to any applicable extension(s) due to force majeure or otherwise referenced herein, including, but not limited to as a cause of an extension of the Commencement Date), then Company shall be deemed to have not earned the Capital Incentive Payments for such Compliance Years and shall promptly repay the Capital Incentive Payments for Compliance Years 2027 and 2028 within thirty (30) days following Company's receipt of written notice from MDC.

1. <u>Earned Capital Incentives Extension</u>. In the event Company and its Affiliates invest or cause to be invested a minimum of One Hundred Fifty Million Dollars ($150,000,000.00) in Facility and Equipment Costs (the "*Extension Investment Amount*"), then, for each Compliance Year from 2037 through 2042 (the "*Second Compliance Years*") that Company and its Affiliates create and maintain FTEs in the Facility Area and the minimum Annual Compensation Costs are incurred and paid in accordance with the Second Job Schedule in **<u>Annex 1</u>**, the "*Earned Capital Incentives Extension*" shall automatically be triggered without further notice or consent, and Company shall be entitled to and shall thereupon earn an Earned Capital Incentive Payment (as defined below) for each Compliance Year. In the event Company and its Affiliates do not invest the Extension Investment Amount on or before December 31, 2038, the Earned Capital Incentives Extension shall expire. For each Compliance Year that Company is entitled to the Earned Capital Incentives Extension, MDC shall pay to Company the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($3,333,333.33) (each, an "*Earned Capital Incentive Payment*"); provided, however that MDC's total Earned Capital Incentive Payments to Company shall not exceed Twenty Million Dollars ($20,000,000.00). In the event that Company and its Affiliates maintain FTEs in the Facility Area and pay the minimum Annual Compensation Costs in at least the amounts set forth in the Second Job Schedule in **<u>Annex 1</u>** for the 2037 Compliance Year, but have not invested the Extension Investment Amount by the Annual Certification Due Date for the 2037 Compliance Year, MDC shall pay to Company the Earned Capital Incentive Payment for the 2037 Compliance Year within thirty (30) days of receipt of notice from Company that it and its Affiliates have invested the Extension Investment Amount (provided that the Earned Capital Incentives Extension has not yet expired). If MDC pays to Company the Earned Capital Incentive

Payment for the 2037 Compliance Year due to Company's and/or its Affiliates' creation and maintenance of FTEs in the Facility Area and satisfaction of the Annual Compensation Costs obligation for the 2037 Compliance Year, but Company and its Affiliates fail to invest or cause to be invested the Extension Investment Amount by December 31, 2038, then Company shall be deemed to have not earned the Earned Capital Incentives Extension and shall promptly repay the Earned Capital Incentive Payments for the 2037 Compliance Year within thirty (30) days following Company's receipt of written notice from MDC.

2. <u>Payment Timing</u>. Each Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, shall be paid in annual installments within thirty (30) days after MDC's receipt of the applicable Annual Certification for such Compliance Year (or within thirty (30) days of a Quarterly Certification if such Capital Incentive Payment or Earned Capital Incentive Payment is subject to an extension contemplated in this Agreement, as applicable). If, following MDC's receipt of the applicable Annual Certification for a Compliance Year (or Quarterly Certification due to the application of an extension contemplated in this Agreement), it is determined that Company or its Affiliates did not satisfy the applicable requirements for such Compliance Year, then MDC shall not be obligated to issue the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for such Compliance Year until Company certifies that it has satisfied such applicable requirements. Alternatively, if it is determined that Company or its Affiliates did not satisfy the applicable requirements for a Compliance year following MDC's payment of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, Company shall repay to MDC, within thirty (30) days after written demand, the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, made by MDC with respect to such Compliance Year.

3. <u>Accelerated Investment Incentive</u>. If Company maintains a total of 2,060 Full-Time Jobs in any year and invests, or causes to be invested, One Hundred Sixty-Four Million Eight Hundred Thousand Dollars ($164,800,000.00) in Annual Compensation Costs on or before December 31, 2038, Company shall be eligible to apply to the MDC Board of Directors and the Midland City Council for the "*Accelerated Investment Incentive*." Company's eligibility to apply for the Accelerated Investment Incentive shall commence on March 31, 2034. Upon receipt of Company's application, the Executive Director and the City Manager shall place an item for consideration of the application on the next reasonably practicable public meeting agenda for the MDC Board of Directors and the Midland City Council, as applicable. At their respective public meetings, the MDC Board of Directors and the Midland City Council shall consider and determine whether to grant the Accelerated Investment Incentive to Company. If both bodies vote to approve the granting of the Accelerated Investment Incentive, MDC shall issue three payments to Company, each in the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($3,333,333.33), over three consecutive Compliance Years beginning in the first Compliance Year following the Compliance Year in which MDC makes its final Earned Capital Incentive payment to Company. For the avoidance of doubt, the total value of the Accelerated Investment Incentive, if granted, shall not exceed Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and 99/100 Dollars ($9,999,999.99), and MDC shall not be obligated to pay more than $3,333,333.33 in any single MDC fiscal year towards the Accelerated Investment Incentive.

Notwithstanding anything to the contrary contained herein, the determination as to whether to grant the Accelerated Investment Incentive to Company shall be in the sole and absolute discretion of the MDC Board of Directors and the Midland City Council. Company acknowledges and agrees that it shall have no entitlement to the Accelerated Investment Incentive unless both bodies approve the granting of the incentive, and that such approval may be withheld or denied for any or no reason. Company further acknowledges that it has not received, and is not relying upon, any promise, assurance, commitment, or representation from MDC, City, the MDC Board of Directors, the Midland City Council, or any officer, employee, or representative thereof regarding the granting of the Accelerated Investment Incentive. **AS A MATERIAL PART OF THIS AGREEMENT, COMPANY HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES MDC, CITY, AND THEIR RESPECTIVE DIRECTORS, COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO THE DENIAL, WITHHOLDING, OR NON-APPROVAL OF THE ACCELERATED INVESTMENT INCENTIVE. COMPANY AGREES THAT ANY COSTS OR EXPENSES INCURRED BY IT FOR THE PURPOSE OF BECOMING ELIGIBLE TO APPLY FOR THE ACCELERATED INVESTMENT INCENTIVE ARE UNDERTAKEN SOLELY AT COMPANY'S OWN RISK AND DISCRETION, WITHOUT RELIANCE ON OR EXPECTATION OF RECEIVING THE ACCELERATED INVESTMENT INCENTIVE, AND COMPANY EXPRESSLY WAIVES ANY CLAIM RELATED TO SUCH COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO A PROMISSORY ESTOPPEL CLAIM.**

C. **Address for New Facility.** MDC shall use good faith efforts to assist Company with obtaining the address "888 Enterprise Lane" for the New Facility.

D. **Texas Skills Development Fund.** MDC shall use commercially reasonable efforts to support and advocate for Company's application for funds for job training assistance from the Texas Skills Development Fund.

MDC's obligations to Company shall be conditioned on Company's compliance with and fulfillment of all material obligations contained in this Agreement, subject to applicable notice and cure periods, except as otherwise set forth herein. All requests for reimbursement shall be made in writing by Company in accordance with <u>Section XII.C</u> below. The failure or delay of Company to request reimbursement shall not waive Company's right to reimbursement.

VI.
Remedies Upon Default or Failure to Achieve FTE/Annual Compensation Requirements

A. **Default; General Remedies.** If a Default exists under this Agreement, the non-defaulting party shall be entitled to any remedy which may be available to it at law or in equity, in addition to those rights and remedies specifically provided for in this Agreement and the Ground Lease.

B. **Construction of Facility; Company Default.** If Company fails to fulfill an obligation contained in Section IV.A.1-4 above and such failure continues following written notice thereof and an opportunity to cure as described in Section VII, then the following shall apply:

1. All reimbursements made by MDC to Company under Section V.A for Company's rental payments due to City pursuant to the Ground Lease shall, at MDC's option, immediately be repaid to MDC within thirty (30) days following Company's receipt of written notice of MDC's demand for repayment; and

2. MDC shall have no obligation to provide additional reimbursement for Company's rental payments due under the Ground Lease unless such Default is cured or waived by MDC.

C. **FTEs/Annual Compensation Costs.** If Company fails to fulfill an obligation contained in Section IV.B above and such failure continues following written notice thereof and an opportunity to cure as described in Section VII, no Default shall arise, and the following shall apply and shall be the sole and exclusive remedy of MDC under this Agreement with respect to any such Non-Default Item (defined below): (x) MDC may terminate this Agreement at its election with 90 days' prior written notice to Company, and (y) MDC may enforce the following Section VI.C:

1. Failure to Create and Maintain FTEs. In the event Company and its Affiliates fail to create and maintain FTEs in compliance with the applicable corresponding requirement set forth in the First Job Schedule or Second Job Schedule contained in **Annex 1** for any Compliance Year, then MDC shall be permanently relieved of its obligation to provide such Compliance Year's Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, in the same proportion that Company failed to create or maintain such FTEs if such payment has not yet been paid by MDC to Company. To the extent that such Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for any Compliance Year has already been paid by MDC to Company, and Company subsequently fails to maintain FTEs for such Compliance Year, then Company shall, at MDC's option, pay to MDC an amount equal to the proportional amount of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, and without duplication, that Company failed to maintain FTEs for such Compliance Year, and, upon such payment, MDC shall be permanently relieved of any obligation to provide, reinstate, or restore such amount to Company. Furthermore, MDC shall have no obligation to provide Capital Incentive Payments or Earned Capital Incentive Payments, as applicable, for subsequent Compliance Years unless any such failure is cured.

2. Ground Lease Reimbursements. If Company or its Affiliates fail to maintain at least 1,200 FTEs or $96,000,000.00 in Annual Compensation Costs following Compliance Year 2036 through the term of the Agreement, MDC may withhold unearned reimbursement of Company's rental payments due under the Ground Lease, unless and until Company satisfies such 1,200 FTE maintenance and Annual Compensation Costs requirements.

3. Failure to Incur Annual Compensation Costs. Company's failure to incur or pay Annual Compensation Costs described in the First Job Schedule or Second Job Schedule contained in **Annex 1** in any Compliance Year shall result in the permanent and proportional reduction of MDC's Capital Incentive Payment or Earned Capital Incentive Payment, as applicable,

for such Compliance Year. For example purposes only, if Company certifies that it (i) has created and maintained FTEs for Compliance Year 2028 in accordance with the First Job Schedule in **Annex 1**, but (ii) has only incurred or paid $57,600,000.00 in Annual Compensation Costs for Compliance Year 2028 (which exceeds the Incentive Threshold described in Section VI.C.4 below), then MDC shall only be required to provide a Capital Incentive Payment of $2,400,000.00 for Compliance Year 2028. Furthermore, MDC shall have no obligation to provide Capital Incentive Payments for subsequent Compliance Years unless such failure is remedied. To the extent that such Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for any Compliance Year has already been paid by MDC to Company, and Company fails to maintain such Annual Compensation Costs, then Company shall, at MDC's option, pay to MDC an amount equal to the proportional amount of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, and without duplication, that Company failed to maintain such Annual Compensation Costs for such Compliance Year, and, upon such payment, MDC shall be permanently relieved of any obligation to provide, reinstate, or restore such amount to Company.

4. Incentive Threshold. Notwithstanding the proportional reductions set forth in Sections VI.C.1 and VI.C.3 above, in order to receive any Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for a Compliance Year, Company and its Affiliates must both (a) create and maintain at least sixty percent (60%) of the corresponding aggregate net new job creation and total job maintenance requirements set forth in the First Job Schedule or Second Job Schedule contained in **Annex 1**, as applicable, and (b) incur or pay at least sixty percent (60%) of the corresponding Annual Compensation Costs requirement set forth in the applicable First Job Schedule or Second Job Schedule contained in **Annex 1** (collectively, the "*Incentive Threshold*"). If Company and its Affiliates fail to satisfy the Incentive Threshold for any Compliance Year, then, in lieu of any proportional reduction under Section VI.C.1 or VI.C.3, MDC shall be permanently relieved of its obligation to provide the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for such Compliance Year in its entirety, and to the extent such payment for such Compliance Year has already been paid by MDC to Company, Company shall, at MDC's option, repay the full amount thereof within thirty (30) days following Company's receipt of written notice of MDC's demand for repayment.

D. **Facility and Equipment Costs.** In the event Company does not invest or cause to be invested the required minimum of $100,000,000.00 in Facility and Equipment Costs by December 31, 2034 in accordance with Section IV.A.5, MDC shall have the right to withhold the Capital Incentive Payments until Company makes or causes to be made the required minimum $100,000,000.00 investment in Facility and Equipment Costs and sends MDC written certification thereof. Furthermore, subject to Section VI.E, Company shall, at MDC's election, pay to MDC an amount ("*Minimum Capital Payment*") equal to the Payment Percentage (defined below) of the aggregate Capital Incentives previously paid by MDC to Company. The "Payment Percentage" means the percentage of the required minimum $100,000,000.00 in Facility and Equipment Cost investments that Company failed to make by December 31, 2034 in accordance with Section IV.A.5. For example, if Company invests or causes to be invested $90,000,000.00 in Facility and Equipment Costs by December 31, 2034 and subsequently fails to cause an additional $10,000,000.00 to be invested in Facility and Equipment Costs, the

Payment Percentage is ten percent (10%), and Company shall pay to MDC upon written demand an amount equal to ten percent (10%) of all Capital Incentive Payments previously paid by MDC to Company.

If Company (x) does not invest or cause to be invested the required minimum of $100,000,000.00 in Facility and Equipment Costs by December 31, 2034 in accordance with Section IV.A.5 and (y) has invested at least $60,000,000.00 in Facility and Equipment Costs by December 31, 2034, no Default shall arise, and instead a "*Facility Non-Default Item*" shall be deemed to exist, as a result thereof. MDC's sole and exclusive remedy under this Agreement with respect to such Facility Non-Default Item shall be as follows: (x) MDC may elect to terminate this Agreement with 90 days' prior written notice to Company, and (y) MDC may elect to enforce and collect monetary damages payable under this Section VI.D, as follows: (i) the repayment incentive funds as contemplated in Section VI.D of this Agreement; (ii) accrued interest on such incentive funds measured as of the date indicated on any corresponding written demand for repayment issued by MDC and compounded at an annual rate of seven percent (7%); and (iii) reasonable fees incurred by MDC in connection with any efforts taken to collect such incentive funds, including court costs and reasonable attorney fees.

If Company does not invest or cause to be invested at least $60,000,000.00 in Facility and Equipment Costs by December 31, 2034 (a "*Facility Transition Item*"), no Default shall arise at such time, and the parties shall negotiate in good faith to amend this Agreement; provided, however, in the event such a mutually agreeable amendment is not reached by March 31, 2035, a Default shall then be deemed to exist, MDC shall be entitled to exercise its rights and remedies under this Agreement, and shall have the right to terminate this Agreement upon written notice to Company, such termination to be effective upon the date set forth in MDC's notice.

All obligations regarding Company's repayment of incentives paid by MDC to Company shall survive the termination of this Agreement.

E. **Cessation of Operations.** In the event that a Cessation occurs at any time during the term of this Agreement and Company thereafter fails to cure such Cessation following the expiration of the requisite notice and cure period, such Cessation shall constitute a Default and the sole and exclusive remedy of MDC under this Agreement shall be: (x) MDC may terminate this Agreement and (y) to enforce the payment provisions below:

In the event a Cessation occurs, then Company shall, upon written demand of MDC, pay to MDC an amount (a "*Cessation Payment*") equal to a percentage (the "*Applicable Repayment Percentage*") of the aggregate Capital Incentive Payments and rental reimbursements paid by MDC to Company under this Agreement on account of the two-year period prior to the Cessation, regardless of whether or when MDC receives notice of such Cessation. The Applicable Repayment Percentage shall be determined by the date on which the Cessation occurs, as follows:

Date of Cessation (measured from the Effective Date)	Applicable Repayment Percentage
On or before the second (2nd) anniversary	100%

After the second (2nd) anniversary but on or before the fourth (4th) anniversary	90%
After the fourth (4th) anniversary but on or before the sixth (6th) anniversary	80%
After the sixth (6th) anniversary but on or before the eighth (8th) anniversary	70%
After the eighth (8th) anniversary but on or before the tenth (10th) anniversary	60%
After the tenth (10th) anniversary	0.0%

The Applicable Repayment Percentage shall be applied to the aggregate amount of all Capital Incentive Payments and rental reimbursements paid by MDC to Company under this Agreement on account of the two-year period ending on the date of the Cessation. As a condition precedent to MDC's exercise of its right to demand payment under this Section, MDC shall provide Company with written notice of the alleged Cessation and an opportunity to cure as described in Section VII.

A "*Cessation*" means that either (a) for any continuous period of one hundred eighty (180) consecutive days, Company and its Affiliates permanently cease all of the following at the New Facility: permitting, design and construction activities, satellite manufacturing and production operations and other uses of the New Facility permitted under the Lease (the "*Permitted Uses*"), or (b) the total number of FTEs at the New Facility, is less than 120 as of the end of any fiscal quarter for two consecutive fiscal quarters; provided, however, that a Cessation shall not be deemed to occur as a result of any temporary cessation, interruption, delay or suspension or reduction resulting from or related to FAA Approval, permitting, design, financing, construction sequencing, maintenance, repair, casualty, condemnation, war, strike, labor dispute or shortage, material shortage, supply chain disruption, pandemic, epidemic, governmental action or inaction, utility delay, weather event, act of God or other Force Majeure Event, or any other cause beyond Lessee's reasonable control, or attributable to casualty, condemnation, or scheduled or reasonably necessary maintenance, retooling, or modernization of the New Facility, in each case so long as Company or its Affiliates are using commercially reasonable efforts in connection with the resumption of Permitted Uses.

To the extent that Company is otherwise required to pay a Minimum Capital Payment under Section VI.D. and a Cessation Payment under Section VI.E., Company is only obligated to pay one such amount, which shall be the higher of such Minimum Capital Payment and Cessation Payment, and is relieved of the obligation to pay the other of such Minimum Capital Payment and Cessation Payment. If the Minimum Capital Payment and Cessation Payment are equal amounts, only one such amount shall be paid and the Company is relieved of its obligations with respect to the other amount.

F. Maximum Repayment. Notwithstanding any contrary provision contained in this Agreement, Company's payment obligations contained in this Section VI shall not exceed the aggregate amount of funds then paid by MDC to Company under this Agreement.

VII.
Cure Period

In the event of any noncompliance by any party with the terms of this Agreement, or the failure to fulfill any obligation therein, the other party shall give the noncomplying party written notice of such noncompliance as set forth herein and the noncomplying party shall have a period of not less than sixty (60) days but not more than one hundred twenty (120) days to cure such noncompliance. If the noncomplying party fails to cure such noncompliance within the applicable cure period, such noncompliance shall constitute a "*Default*" under this Agreement, except as expressly set forth herein. Pursuit of the cure of any such noncompliance shall in no way be construed as, or operate as, a waiver of any of the other party's rights under this Agreement or the Ground Lease.

Notwithstanding anything in this Agreement, the Previously Executed Agreements or the Ground Lease to the contrary, the occurrence of any one or more of the following shall not constitute a Default by Company: Company's failure to achieve any metrics required to obtain the Earned Capital Incentives Extension or Accelerated Investment Incentive, or to comply with, or satisfy any metric stated in, Section IV.B, Section VI.C.2, or (provided a Facility Non-Default Item exists) Section IV.A.5, or the occurrence of an FAA Use Non-Default Item (each, a "*Non-Default Item*" and collectively, the "*Non-Default Items*").

VIII.
Term; Conditions Precedent

A. **Term.** Except for any early termination of this Agreement specified in Section XI.E, after FAA Approval, the term of this Agreement shall be coterminous with the term of the Ground Lease. For the avoidance of doubt, except as expressly stated, a termination of the Ground Lease shall be an automatic termination of this Agreement, and subject to any Transition Extension (as defined and described in the Ground Lease), any extension of the Ground Lease shall automatically extend the term under this Agreement.

B. **Conditions Precedent.** The occurrence of the following events shall be considered conditions precedent to the obligations contained in this Agreement such that this Agreement shall not become effective until the date that: (i) the City and MDC execute and deliver to Company a collateral access and no interest letter in substantially the same form as **Exhibit C**, which is attached hereto and incorporated herein for all purposes; (ii) the Ground Lease is effective; and (iii) the Federal Aviation Administration (the "*FAA*") issues the FAA Approval (as such is defined and contemplated in the Ground Lease), whichever occurs last (the "*Effective Date*").

C. Extension of Certain Deadlines. The parties acknowledge and agree those certain deadlines contained in Sections IV.A, IV.B, V and VI may be affected by a delay in receiving the FAA Approval (the "*Affected Deadlines*") as contemplated in Section VIII.B. Accordingly, and for the purpose of providing adequate timelines for Company's satisfaction of all corresponding design and construction related and FTE and payroll obligations under this Agreement, the parties agree that the Affected Deadlines shall be extended in an amount equal to the time elapsed between the Execution Date and the Effective Date of this Agreement.

IX.
Applicable Statutes, Rules, and Regulations

The parties acknowledge that the Leased Premises and the City are subject to the Airport and Airway Improvement Act of 1982, as amended and recodified at 49 U.S.C. § 47101 et seq., as well as the Federal Aviation Administration's Airport Improvement Program (collectively, the "*Applicable Regulations*"). The parties further acknowledge that the City is generally required to make the Leased Premises available to users that participate in aeronautical activities and that the City is prohibited from causing or permitting any activity that would interfere with use of the Leased Premises for aeronautical purposes. MDC has fully and completely disclosed the requirements referenced herein to Company. Company has satisfied itself of the Applicable Regulations and warrants that it is entering into this Agreement subject to the Applicable Regulations. MDC has made no warranty or representation that Company's intended use of the New Facility at the Leased Premises will be compliant with the Applicable Regulations. Company hereby represents and warrants that its use of the Leased Premises will comply with the Applicable Regulations.

Notwithstanding anything to the contrary herein, the parties agree that if the FAA determines that Company's use or occupation of the Leased Premises does not comply with the Applicable Regulations or any other applicable statute, rule, or regulation (an "*FAA Use Non-Default Item*"), then, thirty days after either party's notice of such determination, this Agreement shall automatically terminate in its entirety and be of no further force or effect. Said automatic termination shall occur without penalty to either party, except as provided for below. In the event of such automatic termination, the parties shall be fully discharged of any and all obligations due hereunder.

Company acknowledges that this Agreement is made subject to the above-referenced statues, rules, and regulations. MDC has not provided Company with any warranties as to the New Facility, the Leased Premises on which the New Facility is located, or the applicable statutes, rules, or regulations referenced herein. Company acknowledges that MDC has not warranted (i) the New Facility for any particular use, or (ii) Company's quiet enjoyment of the New Facility regarding the provisions contained in this Section. Company acknowledges that the FAA may determine that Company's possession of the New Facility does not constitute an aeronautical purpose. Company agrees to hold MDC and City harmless if the FAA makes such a determination.

Notwithstanding anything to the contrary herein, if Company creates any condition that does not conform to the purpose of establishing Company's Business at the Leased Premises, and said condition causes the FAA to determine that Company's use or occupation of the Leased Premises does not comply with the requirements of the Applicable Regulations or any other applicable statute, rule, or regulation, and Company has exercised all reasonable administrative efforts to appeal said determination by the FAA, and Company cannot reasonably remedy such nonconformance or elects not to, then this Agreement shall terminate and all reimbursements made by MDC to Company for Company's rental payments due to City under Section V.A shall, at MDC's option, immediately be repaid to MDC within thirty (30) days following Company's receipt of written notice of MDC's election. Company shall be obligated to repay such funds reimbursed to it under Section V.A in addition to any other remedy available to MDC under this Agreement or at law. Company's repayment obligations referenced herein shall survive the termination of this Agreement.

X.
Special Conditions

A. **Non-Disclosure Agreement.** In order to ensure Company's compliance with its commitments and obligations due under this Agreement, Company shall, subject to confidentiality and privacy obligations, make all documents available to MDC for inspection, audit, and copying, regardless of whether a dispute is then pending between Company and MDC, in each case, conditioned upon compliance with securities regulations and other Applicable Law then in effect and upon the execution of a non-disclosure agreement, the form of which shall be substantially similar to that of Exhibit D, which is attached hereto and incorporated herein for all purposes. Access shall be provided to MDC and/or the accounting firm designated by MDC, in its sole and absolute discretion, to perform such review upon reasonable notice, and during normal business hours in an adequate workspace, and at MDC's sole cost and expense.

B. **Total Financial Commitment.** Notwithstanding anything to the contrary herein, MDC's reimbursement obligations under this Agreement shall not exceed an aggregate amount of Sixty-Six Million Dollars ($66,000,000.00), which shall consist solely of the Ground Lease reimbursement (not to exceed $16,000,000.00 over 30 years), Capital Incentive Payments (not to exceed $30,000,000.00 over 10 years), and the Earned Capital Incentive Payments (not to exceed $20,000,000.00 over six years).

C. **Capitalization Evidence; Condition Precedent.** As a condition precedent to MDC's performance under this Agreement, Company shall provide MDC with evidence of sufficient capitalization for the construction of the Facility, the form of which shall be in Company's reasonable discretion and subject to any reasonable requests by MDC to supplement the same (the "*Financing Obligation*"). Company's satisfaction of the Financing Obligation shall constitute a material covenant of this Agreement. If Company fails to satisfy the Financing Obligation, either party shall have the right to terminate this Agreement, in its sole discretion and without penalty, upon providing written notice to the other party.

D. **Certifications.** Company agrees to the following certification requirements:

1. As to the certifications required in Section IV.C.1 and Section IV.D.1, subject to securities obligations applicable to public companies, Company shall provide reasonable evidence or supporting documentation. Documentation for employment data may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.

2. Company shall allow MDC reasonable access to the New Facility for purposes of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; and (iii) during normal business hours; provided, further, such access shall not unreasonably interfere or hinder Company's Business operations.

3. When requested in writing by MDC to do so, Company shall provide a notarized statement in a form acceptable to MDC that, to Company's knowledge, Company is in compliance with each applicable material term of this Agreement, provided that MDC shall not make such requests more than once in each Compliance Year.

4. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer or chief financial officer before a notary and shall contain an appropriate jurat and a statement that the information contained in the certification is true and correct. E-mail shall not be an acceptable form of certification under this Agreement.

5. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that Company is capable of meeting its obligations under this Agreement and that Company has met its obligations under this Agreement relating to the FTEs obligation and New Facility construction obligation, including such records maintained by a parent company, affiliates, subsidiaries or other related parties, and including (as appropriate): (i) all payroll records and daily time sheets and other records of personnel utilization on work activities at the New Facility (including records on an hourly basis for personnel); (ii) invoices for materials and equipment; (iii) drawings, specifications, schedules, instructions, receipts; and (iv) agreements, subcontracts and purchase orders relating to the New Facility construction obligation. Upon reasonable advance written notice, Company shall, subject to confidentiality and privacy obligations, make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC and/or the accounting firm designated by MDC, in its sole and absolute discretion, no more than once per year, to perform such review during normal business hours in an adequate workspace. Upon receipt of a written request made by MDC, Company shall reimburse all costs incurred by MDC relating to the inspection, audit and copying of said documents no more than once per year.

E. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which, subject to applicable notice and cure periods hereunder, shall constitute an event of Default, after applicable notice and cure periods hereunder, MDC may terminate this Agreement, at its sole and absolute discretion:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.

2. The execution of this Agreement has been duly authorized by Company's board of directors or other governing body, or by officers empowered to execute such agreements and bind Company, and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or to Company's knowledge, of any agreement or instrument to which Company is a party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.

3. There are no bankruptcy proceedings currently pending by or, to Company's knowledge, against Company.

4. To Company's knowledge, no certificate or statement delivered or to be delivered by Company to MDC under this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

F. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement:

1. The insolvency of Company. "*Insolvency*" shall have the meaning set forth in federal bankruptcy law.

2. The appointment of a receiver of Company, or of all or any substantial part of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.

G. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues after applicable notice and cure periods hereunder (each, an event of Default), MDC may terminate this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its full-time commercial operations in accordance with Company's obligations set forth in this Agreement at the New Facility during the term of this Agreement. A Non-Default item shall not constitute a breach of this Section X.G.1.

2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against Company's property owed to the taxing authorities having jurisdiction, as may be set forth in the Ground Lease. In addition, Company will pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.

3. Company shall, on a yearly basis during the term of this Agreement, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on Company's personal property, equipment, and inventory have been paid in full to the current tax year.

4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on the Business.

5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Chapter 2264, as amended.

7. Company will exercise commercially reasonable efforts to advertise the availability of Company job openings in the City, and to provide information to Company employees about living within the City's corporate limits.

8. (a) Upon request (no more than quarterly), the Company shall promptly provide MDC with a report of tangible personal property, equipment, and inventory owned by Company or its Affiliates that is located at the Facility, and (b) the Company shall promptly provide additional information reasonably requested by MDC with respect to the matters covered by this Agreement.

H. **Interpretation of Certain Terms.** Notwithstanding anything to the contrary herein, the parties agree that if there is a dispute regarding whether a particular item falls within the definitions of "FTE" or "Annual Compensation Costs," MDC shall make such determination in its good faith and reasonable discretion, and such determination shall be final and binding on Company.

XI.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements, excluding the Ground Lease and the Previously Executed Agreements. Except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a community of pecuniary interest or an equal right of control that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **Independent Contractor.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities applicable to it as such independent contractors hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

E. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by any party upon the occurrence of a Default if such Default is not cured within the time periods set forth hereunder. This Agreement may also be terminated as specifically provided for in Section VI and Section IX herein. A termination of this Agreement (except as a result of a Non-Default Item) shall terminate the Ground Lease, subject to the Transition Extension (as defined and described in the Ground Lease). Subject to the foregoing, a termination of this Agreement without or with limited liability to either party shall terminate the Ground Lease without or with limited liability to either party, and a termination of the Ground Lease shall terminate this Agreement. A termination of the Ground Lease without or with limited liability to either party shall terminate this Agreement without or with limited liability to either party. An "event of default" (as defined under the Ground Lease) shall be deemed a "Default" under this Agreement.

F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement, and of the signature pages, by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (i.e., .pdf) shall be deemed to be original signatures for any purpose(s) whatsoever.

G. **Governing Law & Venue.** The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes, or any other action arising from, relating to, or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas.

H. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. As used in this Agreement, the phrase "applicable law" is deemed to include the foregoing.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by a party (other than by Company to one or more Affiliates) without the prior written consent of the other party. Any assignee shall agree to be bound by the terms of this Agreement and the Ground Lease.

XII.
Miscellaneous

A. Certification Regarding Undocumented Workers: Company certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, as defined below, during the term of this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (i) lawfully admitted for permanent residence to the United States or (ii) otherwise authorized under applicable law to be employed, on any basis or under any program in the United States. Company shall immediately notify MDC if (i) Company becomes aware that it or an Affiliate employs or has employed an Undocumented Worker within the Facility Area, (ii) Company becomes aware or receives notice that it or an Affiliate is alleged to have employed an Undocumented Worker within the Facility Area, or (iii) Company or an Affiliate is convicted of a violation under the following paragraph.

If during the term of this Agreement, Company or any of its Affiliates, knowingly employ any Undocumented Worker within the Facility Area and is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall forfeit its claim to any unpaid incentives owed to it by MDC under this Agreement and MDC shall be fully and completely discharged from any and all future obligations due hereunder.

B. Severability. If any provision of this Agreement is held invalid or otherwise unenforceable by any court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or otherwise unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C. Notices. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either (i) personally; (ii) by certified mail, return receipt requested, postage prepaid addressed to the party at the address listed below; (iii) delivered by a nationally recognized courier service; or (iv) via email or fax, provided that concurrent notice is delivered by any other approved method of delivery outlined in subsections (i) – (iii) above. Notices under clauses (i) and (iv) of this paragraph will be deemed effective upon receipt and notices under clauses (ii) and (iii) will be deemed effective three Business Days after deposit into mail or courier if sent to the party or person identified below:

If to MDC:	*If to Company:*
Midland Development Corp.	AST & Science, LLC

Attn: MDC Chairman
Attn: Executive Director

200 N. Loraine St., Suite 610
Midland, Texas 79701
Email: sharris@midlandtxedc.com

With Copy To:

City Attorney's Office
City Hall
300 Loraine St., Suite 320
Midland, Texas 79701
Email: ntcrump@midlandtexas.gov

Attn: Shanti Gupta
Chief Operating Officer
Attn: AST Legal
2901 Enterprise Lane
Midland, Texas 79706
Email: sgupta@ast-science.com

With Copy To:

Foley & Lardner LLP
2 South Biscayne Blvd, Suite 1900
Miami, FL 33131
Attention: James Zimmer, Esq.
Email: james.zimmer@foley.com

D. **Paragraph Headings.** The paragraph headings inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

E. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be legally binding upon, the parties hereto and their respective heirs, successors, assigns and legal representatives.

F. **Findings Incorporated.** The recitals are hereby incorporated into the body of this Agreement for all rights and purposes, and shall be considered part of the mutual covenants, consideration and promises that bind the parties in the same manner as the material terms and provisions hereof.

G. **Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT COMPANY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF

BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

H. Amendment. This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by the Midland City Council.

I. Release. EXCEPT WITH REGARD TO THE INCENTIVE PAYMENTS DUE TO COMPANY HEREUNDER, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, MDC'S NEGLIGENCE, OR RELATING TO ANY FAA RULE OR REGULATION AND THE ENFORCEMENT OF THE SAME.

J. Consideration. MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

K. Governmental Immunity. By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

L. Governmental Function. MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

M. No Disparity of Bargaining Position. MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and Company acknowledge and agree that they were represented by legal counsel. MDC and Company acknowledge and agree that they read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

N. **Notice of Alleged Damages; Statutory Prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representatives shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding anything to the contrary herein, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

O. **Approval Required.** This Agreement shall not become effective until approved by the Midland City Council.

P. **Decision for Expansion.** Company had many options to expand its present operations within the United States, and Company specifically chose to expand to property located in the corporate limits of the City of Midland, Texas, due to the commercial and community advantages offered in Midland, Texas.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, MDC and AST & SCIENCE, LLC have executed this Agreement as of the Execution Date.

MIDLAND DEVELOPMENT CORPORATION

____
Brad Bullock, Chairman

ATTEST:

____
Garrett Donnelly, Secretary

[Signature Page Follows]

AST & SCIENCE, LLC, a Delaware limited liability company

____
Abel Avellan, Chairman and CEO

THE STATE OF _________ §
§
COUNTY OF ___________ §

BEFORE ME, _____________________, a notary public, on this day personally appeared Abel Avellan, Chairman and CEO of AST & Science, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _______ day of _______________, A.D., 2026.

____
Notary Public, in and for
the State of ________

Annex 1

FTE and Annual Compensation Costs Schedule

Incentives First Tranche $30MM Total

First Job Schedule

Compliance Years	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Capital Investment Requirement									$ 100,000,000.00		
Capital Incentive Disbursements	construction - no incentive	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
Job Creation Requirements - net new jobs	0	200	200	100	100	100	100	50	50	100	100
Job Maintenance Requirements - total jobs	500	700	900	1,000	1,100	1,200	1,300	1,350	1,400	1,500	1,600
Annual Compensation Costs	$ 40,000,000	$ 56,000,000	$ 72,000,000	$ 80,000,000	$ 88,000,000	$ 96,000,000	$ 104,000,000	$ 108,000,000	$ 112,000,000	$ 120,000,000	$ 128,000,000

Annex 1

Earned Capital Incentives ($20MM Total) **Second Job Schedule**

Compliance Years	Year 1 - 2037	Year 2 - 2038	Year 3 - 2039	Year 4 - 2040	Year 5 - 2041	Year 6 - 2042
Capital Investment Requirement		$ 150,000,000.00				
Incentive Disbursements	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333
Job Creation Requirements - net new jobs	100	100				
Job Maintenance Requirements - total jobs	1,700	1,800	1,800	1,800	1,800	1,800
Annual Compensation Costs	$ 136,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000

Accelerated Investment Incentive ($10MM Total) **Third Job Schedule**

Compliance Years	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Incentive Disbursements										$ 3,333,333	$ 3,333,333	$ 3,333,333
Third Incentive Tranche Job Creation requirement - net new jobs	260	100	100	100	100							
Third Incentive Tranche Job Creation requirement - total jobs	1,660	1,760	1,860	1,960	2,060							
Third Incentive Tranche Annual Compensation Costs	$ 132,800,000.00	$ 140,800,000.00	$ 148,800,000.00	$ 156,800,000.00	$ 164,800,000.00							

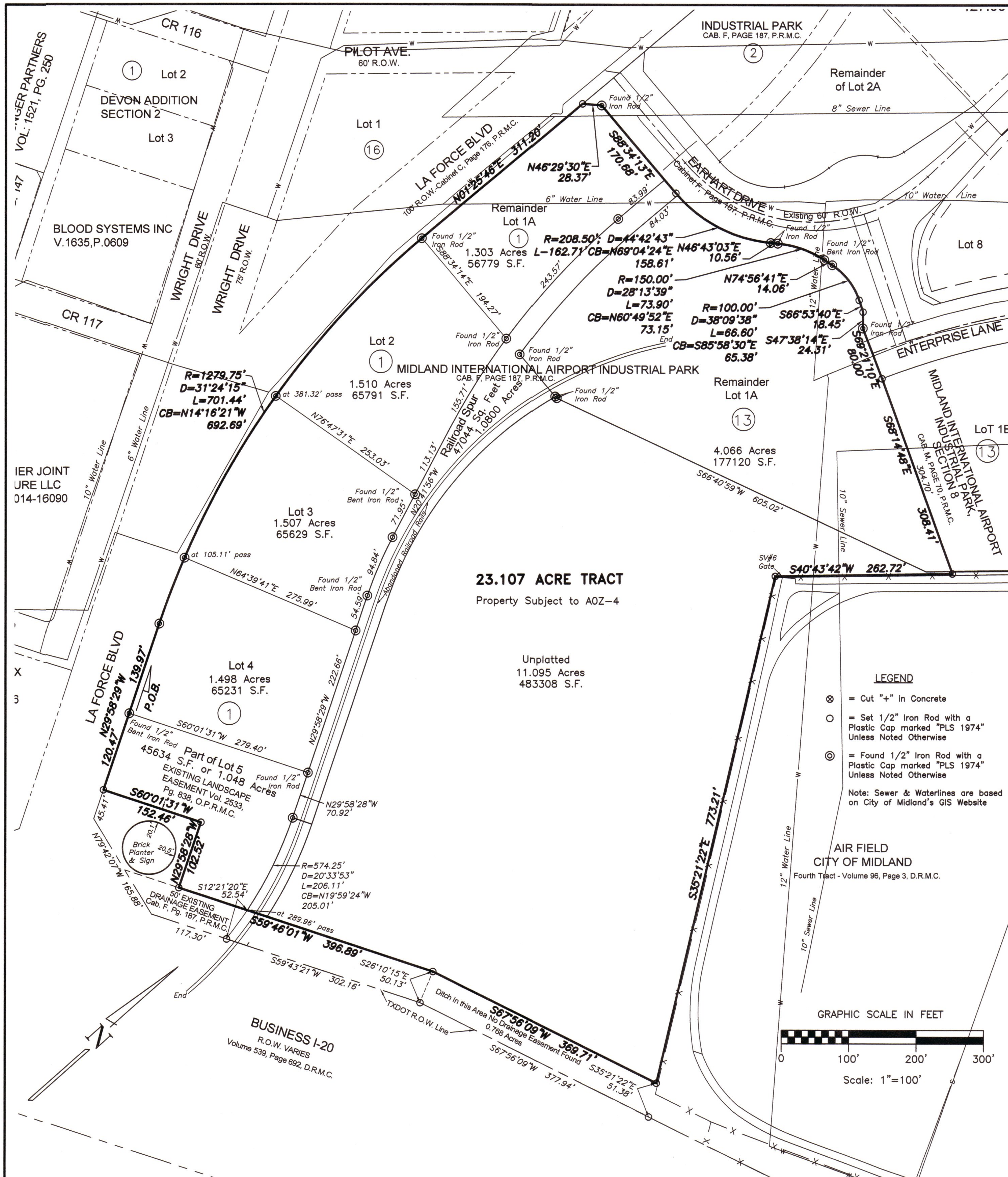
Exhibit A

List of Labor Providers

- Aerotek Aviation LLC
- LAUNCH Technical Workforce Solutions, LLC

Exhibit B

Leased Premises Survey



Legal Description of 23.107 Acres Tract within Section 8, Block 40, T-2-S, Abstract 700, T. & P. RR. Co. Survey being part of the land described as Fourth Tract in Warranty Deed to City of Midland from Ruth and Clarence Scharbauer Jr. Recorded in Volume 96, Page 3, Deed Records of Midland County, Texas

Being comprised of (1) all of Lots 2, 3, and 4, and part of Lot 1A & 5, Block 1; (2) Part of Lot 1A, Block 13; and (3) Part of a Railroad Spur all as designated on Midland International Airport Industrial Park as recorded in Cabinet F, Page 187, Plat Records of Midland County; and (4) 11.095 Acres of unplatted property their composite outer boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,669,562.52' X= 1,714,015.97') a 1/2" iron rod found bent at the Northwest corner of Lot 5, Block 1, said plat and the Texas Department of Transportation Landscape Easement described in Volume 2533, Page 838, Official Public Records of Midland County and the Southwest corner of said Lot 4 in the Northeast ROW line of La Force Boulevard as dedicated in Cabinet C, Page 176, Plat Records of Midland County;

THENCE N29°58'29"W with said Northeast ROW line, a distance of 139.97 feet to a 1/2" iron rod with a yellow plastic cap found at a point of curvature of said Lot 4 and this tract;

THENCE continuing along said ROW line with a curve turning to the right with a radius of 1279.75 feet, at arc distances of 105.11 feet and 381.32 feet pass 1/2" iron rods with plastic caps marked "PLS 1974" found at the common lot corners of Lots 4 and 3 and then Lots 3 and 2 of said Block, continuing along curve for a total arc length of 701.44 feet, with a chord distance of 692.69 feet which bears N14°16'21"W to a 1/2" iron rod found at a point of tangency of said ROW line and the common Northwest corner of said Lots 1A and 2;

THENCE N01°25'46"E continuing with said ROW line, a distance of 311.20 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract and the most Westerly corner of Midland International Airport Industrial Park, Section 8, as recorded in Cabinet M, Page 70, Plat Records of Midland County;

THENCE N46°29'30"E with the intersection Southeast cutback at La Force Blvd and Earthart Drive, a distance of 28.37 feet to a 1/2" iron rod found at point of deflection of said Earhart Drive and plat limits of Midland International Airport, Section 8;

THENCE S88°34'13"E with said the South Plat Limits, a distance of 170.68 feet to a set 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 208.50 feet turning to the left with an arc length of 162.71 feet, with a chord distance of 158.61 feet which bears N69°04'24"E to a 1/2" iron rod found at a point of tangency of said plat limits and this tract;

THENCE N46°43'03"E with said plat limits, a distance of 10.56 feet to a 1/2" iron rod found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 150.00 feet turning to the right with an arc length of 73.90 feet, with a chord distance of 73.15 feet which bears N60°49'52"E to a 1/2" iron rod bent found at a point of tangency of said plat limits and this tract;

THENCE N74°56'41"E with said plat limits a distance of 14.06 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve a radius of 100.00 feet turning to the right with an arc length of 66.60 feet, with a chord distance of 65.38 feet which bears S85°58'30"E to a point of tangency of said plat limits and this tract;

THENCE S66°53'40"E with said plat limits a distance of 18.45 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a corner of said plat limits and this tract;

THENCE S47°38'14"E with said plat limits a distance of 24.31 feet to a found 1/2" iron rod found on the North side of the end of Enterprise Lane at a corner of said plat limits and this tract;

THENCE S69°21'10"E with said plat limits crossing the end of Enterprise Lane, a distance of 80.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a fence corner on the South ROW line of said Enterprise Lane and a corner of said plat limits and this tract, being the West corner of Lot 1B, Block 13, of said Midland International Airport Industrial Park, Section 8;

THENCE S68°14'48"E with said plat limits and along a fence, at 304.70 feet pass the South corner of said Lot 1B, continuing leaving the said plat limits for a total distance of 308.41 feet to an cross cut in edge of the concrete under the airport fence at the Northeast corner of this tract;

THENCE S40°43'42"W along the edge of a concrete slab under said airport boundary fence, a distance of 262.72 feet to a cross cut in the concrete under said fence an interior corner of this tract;

THENCE S35°21'22"E along the edge of a concrete slab under said airport boundary fence, a distance of 773.21 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set in a North line of a ditch area with no drainage easement found at the Southeast corner of this tract from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at the North ROW of Business I-20 bears S35°21'22"E, a distance of 51.38 feet;

THENCE S67°56'09"W with a North line of said ditch area, a distance of 369.71 feet to a 1/2" iron rod with a plastic cap set at a point of deflection of said ditch area and a corner of this tract, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at said ROW of Business I-20 bears S26°10'15"E, a distance of 50.13 feet;

THENCE S59°46'01"W with a North line of said ditch area, at 289.96 feet pass the East line of said Lot 5, Block 1, from whence a 1/2" iron rod with a plastic cap marked "PLS 1974" set at Southeast corner of said Lot 5, Block 1, Midland International Airport Industrial Park bears S12°21'20"E, distance of 52.54 feet continuing with the North line of a 50' Existing Drainage Easement at recorded in Cabinet F, Page 187, Plat Records of Midland County for a total distance of 396.89 feet to a 1/2" iron rod with a plastic cap set at the most Southerly Southwest corner of this tract;

THENCE N29°58'28"W leaving drainage easement, a distance of 102.52 feet to a found 1/2" iron with a plastic cap marked "PLS 1974" set an interior corner of this tract;

THENCE S60°01'31"W, a distance of 152.46 feet to a 1/2" iron with a plastic cap marked "PLS 1974" set at the Southwest corner of this tract;

THENCE N29°58'29"W with said Northeast ROW line and the Southwest line of said Lot 5, Block 1, a distance of 120.47 feet to the Point of Beginning, having an area of 1,006,534 square feet or 23.107 Acres of Land.

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground on various dates thru November 21, 2025.

J. Stan Piper
Registered Professional Land Surveyor No. 1974

STATE OF TEXAS REGISTERED J. STAN PIPER 1974 PROFESSIONAL LAND SURVEYOR

Drawing File: Midland International Airport Industrial Park_FNPL_RevROW.Dwg
Crd File: MIA83_93.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=100'
Date: 11/6/25
Revised: 12/12/25 by GMR

PIPER SURVEYING
P.O. Box 60432, Midland, Texas 79711
(432)550-7810, Fax (432)550-0312
Firm No. 10155200

Prepared for:
Parkhill
1700 W. Wall Street
Suite 100
Midland, Texas 79701

Exhibit C

Collateral Access and No Interest Letter

CONSENT TO REMOVAL OF PERSONAL PROPERTY
("Consent")

KNOW ALL PERSONS BY THESE PRESENTS:

(a) The undersigned Landlord ("Landlord") has an interest in the real property at the location described by the following address: [address] (the "Real Property").

(b) [Company], a [state] [entity type] ("Company"), has entered into or will enter into a [ ] with [ ] ("Lender") (together, as amended, restated, or otherwise modified from time to time, the "Agreement"). As a condition to entering into the Agreement, Lender requires that Landlord consent to the removal by Lender of the Collateral (as defined in the Agreement) (hereinafter called "Equipment") from the Real Property.

NOW, THEREFORE, Landlord consents to the placing of the Equipment on the Real Property, and agrees with Lender as follows:

1. Landlord waives and releases each and every right which it now has under applicable law or by virtue of the lease or any sublease for the Real Property or any other agreement now or hereafter in effect, to foreclose, levy or distrain upon for rent, in arrears, in advance or both, or for any other amounts, or to claim or assert title to the Equipment that is located on the Real Property or any other location. Landlord hereby releases any lien it may have from time to time on any Equipment, whether arising by operation of law, or under the lease, the sublease or any other agreement now or hereafter in effect.

2. The Equipment shall be considered to be personal property and shall not be considered part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property. Landlord shall (a) provide written notice to Lender of any termination or expiration of the lease (a "Termination Notice"), and (b) will not dispose of any of the Equipment nor assert any right or interest therein unless it has first sent such Termination Notice to Lender and has given Lender a reasonable period of time (in any case, not less than 90 days after Lender's receipt of such Termination Notice) to exercise Lender's rights in and to the Equipment.

3. Upon 72 hours written notice Landlord will permit Lender, or its agents or representatives, to enter upon the Real Property for the purpose of exercising any right Lender may have under the terms of the Agreement, at law, or in equity, including, without limitation, the right to remove the Equipment; provided, however, that if Lender, in removing the Equipment, causes any physical damage to the Real Property, Lender will, at its expense, cause same to be repaired to the condition such Real Property was in prior to said damage; provided, further, Lender shall not be liable for any diminution in value of the Real Property caused by the absence of any item of Equipment so removed. Landlord will provide written notice to Lender of any termination or expiration of the Real Property lease. If Company abandons the Equipment located on the Real Property upon termination or expiration of the Real Property lease, the Agreement, or otherwise, Lender shall have the option to remove the Equipment from the Real Property within 90 days after receipt of written notice thereof from Landlord (the "Disposition Period") or Lender's right to such Equipment shall be deemed forfeited. If any injunction or stay is issued (including an automatic stay due to a bankruptcy proceeding) that prohibits Lender from removing the Collateral, the Disposition Period shall be tolled and shall commence (or re-commence, as applicable) only when such injunction or stay is lifted or removed. Notwithstanding anything to the contrary, Lender shall not have any duty or obligation to remove or dispose of any Equipment or any other property left on the Real Property by the Company.

4. Company acknowledges that Landlord may admit Lender into the Real Property pursuant hereto following request by Lender and irrespective of any protest or objection by Company, and

Company hereby irrevocably consents to such entry. Company further waives any right to hold Landlord, or any of its officers, employees or agents, liable for any damage, cost or expense resulting from any entry by Lender, and agrees to indemnify and hold Landlord free and harmless from any such claim of liability asserted by an employee, agent, subtenant or assignee of Company. In addition, Company agrees that any such entry shall not constitute a constructive eviction under its lease of the Real Property.

5. This Consent shall be binding upon the heirs, successors, and assigns of the undersigned and shall inure to the benefit of Lender and its successors and assigns. All notices to any party hereto shall be in writing and sent to such party's address as set forth below their signatures (or to such other address as provided in writing by one party to the other). Notices are deemed received on the date received if sent by overnight courier, certified mail with return receipt requested, or US first class mail.

6. This Consent may only be amended in writing by Lender and Landlord, and the terms hereof will remain in effect commencing on the date of the Agreement ("Effective Date") and until Landlord is notified in writing by Lender that all liabilities and/or obligations of Company under the Agreement have been fulfilled.

7. This Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Consent or any other ancillary agreement entered into and transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original executed copy.

(Signature page follows.)

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and to be effective this ___ day of _____, ____, regardless of the date in which their signatures are affixed herein.

"LANDLORD"

CITY OF MIDLAND, TEXAS

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Attest: ____________________________
Title:

Approved as to form:

____
Title:

Address: ______________________
____

By: ______________________________
Name: ________________
Title: ________________

"LENDER"

[ ], a [ ]

Address: [ ]

By: ______________________________
Name:
Title:

"COMPANY"

ACKNOWLEDGED AND AGREED:

[Company],
a [state] [entity type]

Address:

By: ______________________________

CONSENT:

Midland Development Corporation hereby approves this Consent and agrees with Lender to be bound by the covenants of Landlord set forth above.

MIDLAND DEVELOPMENT CORPORATION

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

Attest: _____________________________
Title:

Exhibit D

Agreement for Disclosure and Safeguarding of Proprietary Information

AGREEMENT OF DISCLOSURE AND SAFEGUARDING OF PROPRIETARY INFORMATION

This Agreement, entered into and made effective as of __________, 2026 (the "*Effective Date*") by and between **AST & SCIENCE, LLC** ("AST"), a corporation with a place of business at 1901 Enterprise Lane, Midland Texas, **AST SPACEMOBILE, INC**., a Delaware Corporation ("SPACEMOBILE" and together with AST, the "COMPANY") and the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended; either or both of which may be referred to as "*Party*" or "*Parties*" or may be referred to as "*Disclosing Party*" or "*Receiving Party*."

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "*Proprietary Information*" as used herein shall mean confidential business information of any nature in any form including, without limitation, strategic plans, methods, processes, proposal related information, financial and technical data, programs, drawings, specifications, and customer lists of MDC and COMPANY and the Parties' respective affiliated entities.

2. The Parties shall protect and preserve the confidentiality of the Proprietary Information disclosed by the Disclosing Party. The Parties shall use Proprietary Information only for the Purpose stated herein and shall limit its disclosure to as few persons as possible with a bona-fide need to know. The Parties shall not disclose any Proprietary Information of the other Party to any third person without first obtaining the prior written approval of the Disclosing Party. Any unauthorized use or disclosure will not relieve the Receiving Party from its continuing obligation to adhere to the terms and conditions of this Agreement.

3. Proprietary Information received hereunder may be reproduced by the Receiving Party only as necessary to fulfill the Purpose described herein and provided that all proprietary legends and notices appearing on the original provided by the Disclosing Party are affixed to all complete and partial copies made by the Receiving Party.

4. Any notices, authorizations or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and sent by hand, by certified or registered mail (with return receipt requested), or by overnight courier to the addresses below. If delivered by hand or overnight courier, a notice or communication shall be deemed effective on the date of delivery. If delivered by certified or registered mail (return receipt requested), a notice or communication will be deemed effective upon acceptance of delivery. If sent by email or other methods of electronic messaging, a notice or communication will be deemed effective upon confirmation of receipt by the Receiving Party.

Points of Contact for each Party shall be as follows:

AST SPACEMOBILE, INC.
AST & SCIENCE, LLC
2901 Enterprise Lane
Midland, Texas 79706
Attn: Shanti Gupta, COO
Phone:
Email: sgupta@ast-science.com

Midland Development Corporation
200 N. Loraine Street, Suite 610
Midland, Texas 79701
Attn: Executive Director
Phone: 432-686-3579
Email: sharris@midlandtxedc.com

5. Nothing in this Agreement shall be construed as granting expressly or impliedly any rights, title or interest to the Disclosing Party's Proprietary Information, by license or otherwise, to the Receiving Party.

6. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other except as specifically set forth herein. Neither Party has an obligation to supply Proprietary Information to the other, nor negotiate or enter into any agreement or relationship with the other.

7. Either Party, upon thirty (30) days' written notice to the other, may terminate this Agreement. Unless otherwise terminated earlier, this Agreement shall terminate upon expiration of a period of four (4) years from the Effective Date. Termination of this Agreement for any reason shall not relieve either Party of any obligation to protect and preserve the confidentiality of the Proprietary Information received under this Agreement and all such obligations shall survive the termination of this Agreement and continue for a period of four (4) years thereafter.

8. Upon termination of this Agreement, or upon request by either Party, the Parties shall promptly account for, return, verify and provide written confirmation to each other of the destruction or return of all Proprietary Information received from each other, all copies thereof and summaries, memoranda, and tangible descriptive material in any form relating to Proprietary Information. Return or destruction of Proprietary Information pursuant to this paragraph shall not act to relieve either Party of their respective obligations regarding disclosure or use set forth herein.

9. Both Parties agree that during the term of this Agreement and for four (4) years thereafter, neither Party shall hire, enter into consulting agreements or otherwise contract with any employee(s) of the other Party who are associated with this Agreement, without the prior written consent of the other Party. This clause, however, shall not restrict in any way the right of either Party to solicit generally in the media for personnel and hire any such person who responds to any such general solicitation.

10. Neither Party shall assign or otherwise transfer this Agreement or any of the rights granted hereunder to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

12. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

13. This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas.

14. This Agreement constitutes the complete agreement between the Parties and supersedes any previous understanding or agreement between the Parties with respect to the subject matter hereof.

15. BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

16. NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE

DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

17. By executing this Agreement MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

18. Notwithstanding any other provision contained herein, this Agreement in no way affects, modifies, or limits the obligation of MDC to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. The parties hereby agree that MDC retains its right to exercise its discretion to determine its obligations under the Texas Public Information Act.

19. The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the date first written below:

AST & SCIENCE, LLC

By:________________________________
Name:______________________________
Title:______________________________
Date:______________________________

MIDLAND DEVELOPMENT CORPORATION

By:________________________________
Name:______________________________
Title:______________________________
Date:______________________________

AST SPACEMOBILE, INC.

By:________________________________
Name:______________________________
Title:______________________________
Date:______________________________