

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the “Agreement”) is made by and between the City of Farmers Branch, Texas (“City”) and FormFactor, Inc., a Delaware corporation with its principal office located at 7005 Southfront Road., Livermore, California 94551 (“FormFactor”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WHEREAS, on October 21, 2025, the City Council of the City of Farmers Branch (“City”) approved the City Manager to negotiate and execute an economic development incentive agreement with FormFactor, Inc. (“Company”) in connection with the establishment of an advanced manufacturing and probe car assembly facility located at 4350, 4331, and 4345 Innovation Drive and 4352 N. Beltwood Parkway, Farmers Branch, Texas, 75244 (the “Project”); and

WHEREAS, the Project represents a capital investment of approximately \$286,000,000 over ten years, consisting of \$55,000,000 in real property improvements and \$231,000,000 in personal property, including semiconductor fabrication and MEMS probe manufacturing equipment; and

WHEREAS, the Project is expected to create approximately 650 high-paying jobs with an average annual wage of approximately \$81,700, and strengthen the City’s role in advanced semiconductor manufacturing; and

WHEREAS, the City desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises within the City and to provide employment to residents of enterprise zones, veterans, and other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303 of the Texas Government Code (the “Texas Enterprise Zone Act”), the City has nominated FormFactor, Inc. as a Texas Enterprise Zone Project, and the Office of the Governor, Economic Development and Tourism Division, through the Economic Development Bank, will consider the Company’s application for designation as an Enterprise Project; and

WHEREAS, the City finds that FormFactor, Inc. is a “qualified business” under Section 2303.402 of the Texas Enterprise Zone Act since it will be engaged in the active conduct of a trade or business at a qualified business site located outside of an enterprise zone and at least thirty-five percent (35%) of the Company’s new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and

WHEREAS, the City further finds that the designation of FormFactor, Inc. as a Texas Enterprise Zone Project will contribute significantly to the achievement of the City’s plans for business development, redevelopment, and revitalization of the area; and

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

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

WHEREAS, the City and the Company desire to enter into this Agreement to set forth their mutual obligations and considerations for the provision of economic incentives to support the Project and to advance the purposes of the Texas Enterprise Zone Program.

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

Article I

Definitions

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

“Affiliates” means any entities related to the Company by direct or indirect common or overlapping ownership, where collectively the Company and all Company Affiliates are a group of entities in which a single parent entity owns directly or indirectly a majority or other controlling interest in each other entity that is part of the group.

“Affiliate List” means a written list of Company Affiliates that pay or collect or may pay or collect Sales and Use Taxes giving rise to Sales Tax Receipts which include the taxpayer identification number, taxpayer name, and outlet location(s) in the City for each Company Affiliate as reported to the State of Texas.

“Business Day” means any day other than a Saturday, Sunday, or federal, state, or local holiday which is recognized by the City and in which the City’s offices are closed to the general public for business.

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

“City” shall mean the City of Farmers Branch, Texas.

“Company” shall mean FormFactor, Inc. a Delaware corporation.

“Certificate of Occupancy” or “CO” means that document titled “Certificate of Occupancy” (or other similar title) issued by the City upon substantial completion of certain portions of the Project in accordance with the City’s then-applicable codes, regulations, and ordinances. A Certificate of Occupancy shall not include a temporary certificate of occupancy nor a certificate issued in error, mistake, or misrepresentation of facts.

“Commencement of Construction” means, for the applicable portion of the Project, that (i) all civil construction plans have been prepared and all necessary Government Approvals have been obtained; (ii) all necessary permits for have been issued by all applicable Governmental Authorities, and (iii) Company has issued a notice to its contractor to proceed with the construction of the applicable portion of the Project and the contractor has mobilized to commence such construction.

“Completion of Construction” means (i) the applicable portion of the Project has been substantially completed in accordance with the approved Construction Plans; and (ii) the final inspection (as the term is generally used within the industry) has been perform by the applicable representatives of the City and Company; (iii) a Certificate of Occupancy has been issued by the City for all building(s) and structures therewith, and (iv) all public improvements to be dedicated to the City have been dedicated and accepted by City.

“Concept Plans” means the City approved concept level plans for the Project, which may be amended by mutual agreement of the parties from time to time.

“Construction Costs” or “Certified Construction Costs” mean the actual hard and soft construction costs identified in the construction contract for the applicable Improvements. Whenever the Company is required to provide documentation of such cost to the City under this Agreement, the documentation shall be certified by the Company’s Chief Financial Officer. Construction Costs shall include any compensation to the architect, the architect’s consultant’s, civil engineer, other consultants or advisors, financing costs, due diligence or closing costs, legal, marketing, or other development related costs that would customarily be considered “soft costs” by industry standards. Construction Costs shall further include any pre-paid ground rent, deposits, capitalized real estate taxes, capitalized interest, capitalized salaries or donations, or any other line items categorized as soft costs for the Project by the Company. Construction Costs shall exclude Company profit or other compensation and Incentives.

“Control” (and any form thereof, such as “Controlling” or “Controlled”) means, for any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

“Consummated” shall have the same meaning assigned by Texas Tax Code, Section 321.203, or its successor, including after a change of law the applicable principles for determining the incidence of local sales and use taxes for purposes of the Company and Company Affiliates’ collection of Sales and Use Tax on sales of Taxable Items related to the improvements made to the Premises.

“Construction Plans” means all completed plans and specifications required for the construction of the Improvements (inclusive of any change orders thereto) which have been approved by the City.

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

“Expiration Date” shall mean November 31st of the calendar year following the fifteenth (15th) anniversary date of the Effective Date.

“Façade” shall mean improvements to public viewed areas of a building, including exterior walls, landscaping, walkways, equipment screening, uniform signage and window replacements or upgrades.

“Force Majeure” shall mean an event wholly or partially preventing a Party from the performance of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the Party’s control and not attributable to its malfeasance, neglect or nonfeasance (each an event of “Force Majeure”). In the event of Force Majeure, the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the Party complies with the provisions herein. Specifically, the Party asserting Force Majeure (i) shall give prompt notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the Party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

“Governmental Approvals” means all site plan, subdivision, zoning, land use, building, and other governmental, citizen group, or utility company approvals, and any and all permits, authorizations, and/or actions necessary or appropriate with respect to development of the Project, or any individual component thereof, as applicable.

“Grant Period” shall mean a calendar year (with the calendar year ending December 31), except that the first Grant Period shall begin on the Effective Date and continue through and including the last day of the first full calendar year following the Effective Date.

“Grant Year” shall mean a given Tax Year except that the first Grant Year shall mean January 1 of the first full calendar year following the Effective Date.

“Improvements” means, in general, any and all buildings, structures, public or private utility installations, paving, landscaping, hardscaping, and any other public or private improvements relating to the Project.

“Incentives” mean, collectively, the public grants and all other development incentives provided by the City to the Company for the Project (as each is defined in this Agreement). Unless expressly

provided otherwise in this Agreement, the term ‘Incentives’ includes all amounts that are financed and/or paid by the City for the Public Facilities.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by a public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Payment Request” means any written request from the Company to the City for payment of an Incentive in conformance with this Agreement, which request shall be made no more often than provided in this Agreement for each Incentive. With respect to Payment Requests for Incentives providing for reimbursement of infrastructure and/or construction related costs, such requests shall include (i) a true and correct copy of the applicable invoice(s) submitted by Company’s contractor(s) (together with all attachments, documents, and materials applicable thereto); (ii) certification from Company that the work for which reimbursement has been requested has been completed by Company and its contractor(s) in compliance with the applicable construction contract(s) and this Agreement; (iii) executed conditional partial or final lien waivers (as applicable) from all contractors (and subcontractors and material suppliers) establishing payment or satisfaction of payment to the same with respect to the work; and (iv) a certificate from Company and the applicable architect or engineer that the work for which reimbursement has been requested has been completed in accordance with the approved Construction Plans.

“Point of Sale Center” shall mean the land and one or more buildings located in the City’s corporate limits, wherein the Company’s online sales are consummated and/or fulfilled.

“Person” means any individual, corporation, partnership (general or limited), joint venture, limited liability company, firm, trust, unincorporated association, joint stock company, government, municipality, political subdivision or agency, or any other entity.

“Project Site” means those certain tracts of land located in the City of Farmers Branch, Dallas County, Texas, whereupon the Project will be constructed, as more particularly described in Exhibit A attached hereto.

“Public Infrastructure” means all infrastructure and other public improvements that are financed or paid for by the City.

“Sales and Use Tax” shall mean the City one percent (1%) sales and use tax imposed by the City pursuant to Chapter 321, Texas Tax Code on the sale of Taxable Items by the Company Consummated in the City at the Premises.

“Sales Tax Certificate” shall mean a report provided by the State of Texas to the City in accordance with Texas Tax Code, Section 321.3022 (or other applicable provision of the Texas Tax Code), which lists the amount of Sales and Use Tax (including any refunds, credits or adjustments) paid to the State of Texas for the sale of Taxable Items by the Company and Company Affiliates Consummated at the Premises, or if such report is not available, a certificate or other statement, containing such information in a form provided by the Company and Company Affiliates reasonably acceptable to the City setting

forth the total sale of Taxable Items Consummated at the Premises and the Company's and Company Affiliate's collection of Sales and Use Tax (including any refunds, credits or adjustments) paid to the State of Texas, for the sale of Taxable Items by the Company and Company Affiliates Consummated at the Premises during the applicable Grant Period, and such other information as the City may reasonably request.

"Sales Tax Grants" shall mean fifteen (15) annual economic development grants, each in an amount equal to fifty percent (50%) of the Sales Tax Receipts collected by the City for the applicable Grant Period, less the administrative fee charged to the City by the State of Texas for collection of the Sales and Use Taxes pursuant to Tax Code Section 321.503 or other provision.

"Sales Tax Receipts" shall mean City's receipts of Sales and Use Tax from the State of Texas from the Company and Company Affiliates' collection of Sales and Use Tax (it being expressly understood that the City's one percent (1%) sales and use tax receipts are being used only as a measurement for its use of general funds to make a grant for economic development purposes) as a result of sales of Taxable Items by Company and Company Affiliates for the applicable Grant Period Consummated at the Premises. For clarity, Sales Tax Receipts means amounts of Sales and Use Taxes actually received by the City from the State of Texas and therefore does not include Sales and Use Taxes retained by the State of Texas, rather than paid to the City, as the State of Texas' administrative fee for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor. "Tax Year" shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

"Taxable Items" shall mean both "taxable items" and "taxable services" as those terms are defined by Chapter 151, Texas Tax Code, as amended.

"Taxable Value" shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

Article III Term

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue for a period of fifteen (15) years, unless sooner terminated as provided herein. Either Party may extend the Term of this Agreement by providing

Article IV Economic Development Grants and Incentives

In consideration of the Company's commitments to make the investments and meet the job creation targets described herein, the City agrees to provide the following incentives (collectively, the "Incentives"):

4.1 Property Tax Reimbursement. The City shall provide an annual reimbursement of a portion of ad valorem taxes paid on real and personal property improvements associated with the Project, for a period of fifteen (15) years, according to the following schedule:

<u>Grant Periods</u>	<u>Percentage of Property Tax Reimbursement</u>
Years 1 – 7	An amount of 95%
Years 8 – 12	An amount of 90%
Years 13 – 15	An amount of 75%

Reimbursement payments shall be made annually upon verification of taxes paid to the Dallas Central Appraisal District and the City's Finance Department.

4.2 Chapter 380 Performance-Based Grant. The City shall provide a monetary grant totaling up to \$2,000,000, disbursed in three installments based on the following performance milestones, each of which shall be a condition precedent to City's payment of the grant:

- (a) \$1,000,000 upon full execution of this Agreement and satisfaction of pre-funding requirements, which shall apply to and be a condition of the issuance of all Year 1 permits;
- (b) \$500,000 upon the Company achieving at least 50% of its targeted job creation (260 full-time employees) sustained for one payroll cycle, which for the purposes of this Agreement shall be deemed equivalent to one month; and
- (c) (c) \$500,000 upon the Company achieving 100% of its targeted job creation (520 full-time employees) sustained for one payroll cycle (one month).

4.3 Sales Tax Grants.

- (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with fifteen (15) Sales Tax Grants (as defined in Article I). Subject to Article IV, the Sales Tax Grants shall be paid within ninety (90) days after receipt of a Payment Request following the end of the applicable Grant Period. Each Payment Request shall be submitted to the City not later than sixty (60) days immediately following the end of the applicable Grant Period. Except as provided below, if the Company fails to timely submit the Payment Request for any applicable Grant Period the Company shall forfeit the Sales Tax Grant for such Grant Period. For illustration purposes, assume the Commencement Date is December 1, 2025, in which case the first Grant Period would begin September 1, 2025, through and including December 31, 2025, and the Payment Request for the first Grant Period should be submitted to the City by the Company within sixty (60) days after December 31, 2025. The first Sales Tax Grant would be paid within ninety (90) days after the end of the first Grant Period (April 1, 2026) provided the Company has timely provided the Payment Request. Further, assume that the Sales Tax Receipts for such Grant Period is \$50,000.00, the amount of the first Sales Tax Grant would be equal to fifty percent (50%)

of the Sales Tax Receipts for the period beginning September 1, 2025, through and including December 31, 2025, or \$25,000.00.

Notwithstanding, anything to the contrary in this Agreement, if a Payment Request is not timely received by the City following the end of any single Grant Period during a given calendar year but is received by the City within sixty (60) days after the end of such calendar year, the City shall within ninety (90) days after the end of such calendar year pay such Sales Tax Grant (such catch up Sales Tax Grant payment is limited to a single Grant Period each calendar year during the term of this Agreement).

- (b) Adjustment Notification. The Company shall promptly notify the City in writing of any adjustments found, determined, or made by the Company, or Company Affiliates, the State of Texas, or by an audit that results, or will result, in either a refund or reallocation of Sales Tax Receipts or the payment of Sales and Use Tax or involving amounts reported by the Company or Company Affiliates, as subject to this Agreement. Such notification shall also include the amount of any such adjustment in Sales and Use Tax or Sales Tax Receipts. The Company shall notify the City in writing within thirty (30) days after receipt of notice of the intent of the State of Texas, to audit Company. Such notification shall also include the period of such audit or investigation. The provisions of this Section shall survive termination.
- (c) Adjustments. In the event Company or Company Affiliates, file an amended sales and use tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing by Company or Company Affiliates, to the State of Texas, as determined or approved by the State of Texas, affecting Sales Tax Receipts for a previous Grant Period, then the Sales Tax Grant payment for the Grant Period immediately following such State of Texas approved amendment shall be adjusted accordingly (i.e., up or down, depending on the facts) provided the City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company, shall provide the City with a copy of any such amended sales and use tax report or return, and the approval thereof by the State of Texas. Copies of any amended sales and use tax return or report or notification from the State of Texas that additional Sales and Use Tax is due and owing by the Company and/or Company Affiliates, to the State of Texas, as determined by the State of Texas, affecting Sales Tax Receipts for a previous Grant Period shall be provided to the City with the Payment Request for the next Grant Period.
- (d) Refunds and Underpayments of Sales Tax Grants. In the event the State of Texas determines that the Company has received a rebate that either: (i) the City erroneously received Sales Tax Receipts; or (ii) that the amount of Sales and Use Tax collected by the Company and/or Company Affiliates, exceeded (or was less than) the correct amount of Sales and Use Tax, the Company shall, within sixty (60) days after receipt of notification thereof and a copy of such State of Texas determination from the City: (A) adjust the amount claimed due for the rebate payment, and (B) if such adjustment indicates that that the Company received a rebate that exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, reimburse the City for such excess

amount received by the Company (and if the Company does not so reimburse the City for such excess amount, the City may, at its option, deduct such amount from a subsequent rebate payment). If any such adjustment indicates that the Company received a rebate payment that was less than the amount to which the Company was entitled pursuant to such State of Texas determination, then the City shall pay such additional amount (i.e., the incremental amount required to cause the Company to receive the proper rebate payment) to the Company on or before the date on which it pays the first rebate payment after the date that the Company provides such adjustment. As a condition precedent to payment of such refund to the Company, the City shall provide Company with a copy of such determination by the State of Texas. The provisions of this Section shall survive termination of this Agreement.

- (e) Grant Payment Termination; Suspension. The payment of Sales Tax Grants shall terminate on the effective date of determination by the State of Texas or other appropriate agency or court of competent jurisdiction that the Premises is not a place of business resulting in Sales and Use Taxes being due the City from the sale of Taxable Items by the Company and/ or Company Affiliates, at the Premises. In the event the State of Texas seeks to invalidate the Premises, as a place of business where Sales and Use Tax was properly remitted to the State of Texas (the “Comptroller Challenge”) the payment of Sales Tax Grants by the City hereunder shall be suspended until such Comptroller Challenge is resolved in whole favorably to the City. In such event, the Company shall not be required to return or refund Sales Tax Grants previously received from the City provided the Company is actively defending against and/or contesting the Comptroller Challenge and the Company promptly informs the City in writing of such Company actions and with copies of all documents and information related thereto. In the event the Comptroller Challenge is not resolved favorably to the City and/or in the event the State of Texas determines that the Premises are not a place of business where the Sales and Use Tax was properly remitted to the State of Texas. Sales and Use Tax Receipts previously paid or remitted to the City relating to the Premises are reversed and required to be repaid to the State of Texas, and then the obligation to pay the Sales Tax Grants shall terminate. The Company shall refund all Sales Tax Grants received by the Company from the City that relate to the Comptroller Challenge, which refund shall be paid to the City within forty-five (45) days of the date that the Comptroller Challenge required the City to repay Sales and Use Tax Receipts.
- (f) Sales Tax Reports. The City and Company designate this Agreement as a “revenue sharing agreement”, thereby entitling City to request annual sales and use tax information from the Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended. The City shall request in writing that the Comptroller issue sales tax reports pursuant to Section 321.3022 for total sales of Taxable Items Consummated at the Premises and the payment of Sales and Use Tax (the “Sales Tax Reports”) for each calendar quarter during the term hereof. To the extent that the release of any such reports or information regarding the Sales and Use Tax collected by the Company and the Company Affiliates for the sale of Taxable items Consummated at the Premises shall require the consent of Company or any Company Affiliates, Company shall provide such consent to the City. The Company

shall provide the sales tax identification numbers for the Company Affiliates so that payments can be verified by the City. The City agrees to request sales tax ID numbers only if the City fails to get Sales Tax Reports that isolate the Sales Tax Receipts generated from the Premises.

4.4 Utility Rebate. The City shall provide a reimbursement equal to twenty percent (20%) of total water and wastewater billed to the Company, for facilities located within the Project Site with an average daily consumption at least 144,000 gallons per day.

4.5 Permit Fee Reduction and Expedited Review. The City shall provide a 50% reduction in building permit fees and a waiver of any expediting charges related to development review and inspections.

4.6 Infrastructure Participation. The City shall contribute up to \$250,000 toward limited Public Infrastructure and Façade Improvements associated with the Project, including roadway, utility, or drainage upgrades, subject to approval by the City Engineer.

4.7 Grant Limitations. Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4.8 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

4.9 Indemnification THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR PURPOSE OF THIS SECTION, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED SALES AND USE TAX ATTRIBUTED TO THE SALE OF TAXABLE ITEMS BY THE COMPANY AND/OR COMPANY AFFILIATES CONSUMMATED AT THE PREMISES OR IN THE CITY FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT OR DURING ANY GRANT PERIOD (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY ANNUAL SALES TAX GRANTS PAID TO THE COMPANY HEREIN BY THE CITY THAT INCLUDES SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY. THE INDEMNIFICATION PROVIDED ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ACTIONS OR OMISSIONS OF THE CITY; THE COMPANY SHALL BE

OBLIGATED TO PAY REASONABLE ATTORNEY FEES AND OTHER THIRD-PARTY COSTS INCURRED BY THE CITY TO DEFEND OR CONTEST A CLAIM (COLLECTIVELY, THE “OTHER COSTS”). THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM THE COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS SECTION.

4.10 Non-Transferability. All Incentives provided under this Agreement are specific to the Company and the Project and shall be non-transferable. In the event of any sale, merger, assignment, or other transfer of ownership or control of the Company or the Project, whether by operation of law or otherwise, the Incentives provided herein shall not transfer to or be assumed by any successor, purchaser, or affiliate without the express written consent of the City Council.

If the Company ceases operations at the Project site, relocates the Project outside the City, or fails to maintain compliance with the performance obligations set forth in this Agreement, the City shall have the right to terminate this Agreement and recover a prorated portion or the full amount of Incentives previously disbursed. The amount subject to recovery shall be determined based on the proportion of unmet performance obligations or the remaining term of the Agreement, as applicable.

Article V Project Construction

5.1 Project Description. The Project site includes multiple parcels located at 4350, 4331, and 4345 Innovation Drive and 4352 N. Beltwood Parkway in Farmers Branch, Texas. The property consists of the following four existing buildings totaling approximately 283,495 square feet:

Building A (4350 Innovation Dr): 162,529 sq. ft., including 48,000 sq. ft. of Class 10 cleanroom and 20,468 sq. ft. of office space;

Building B (4331 Innovation Dr): 48,850 sq. ft. office and flex space (future use);

Building D (4345 Innovation Dr): 36,290 sq. ft. warehouse; and

Building G (4352 N. Beltwood Pkwy): 35,826 sq. ft. utilities plant and 4,700 sq. ft. data center.

The improvements will occur primarily within the existing footprint and include upgrades to fabrication, cleanroom, assembly, and test spaces. The Company shall invest approximately \$179.5 million into Building A, including \$91 million in new cleanroom equipment, \$55 million in relocated equipment, \$13.5 million in installation costs, and \$20 million in real property improvements over two (2) years. An additional \$106.5 million shall be invested in other facilities and improvements over the next ten (10) years.

The Project shall be designed and constructed to meet or exceed prevailing industry standards for advanced semiconductor manufacturing and shall incorporate reasonable sustainability, energy efficiency, and environmental protection measures consistent with applicable law and the City’s adopted codes.

5.2 Development Schedule. Within six (6) months following the Effective Date of this Agreement, the Company shall prepare and submit to the City Concept Plans for the Project. The Concept Plans shall be subject to the City's review and approval to ensure consistency with the Project's intended use, design standards, and applicable City ordinances. Failure to timely submit acceptable Concept Plans may result in suspension or delay of further permitting or incentive disbursements under this Agreement until such plans are received and approved by the City.

Construction and installation shall commence on or after November 1, 2025; equipment purchase and hiring shall begin no later than November 1, 2025; the Project shall be fully operational by December 31, 2027; and final completion shall occur no later than January 1, 2030.

The Company acknowledges that timely completion of the Project is a material inducement to the City's agreement to provide Incentives, and failure to Completion of Construction in accordance with this schedule—absent an approved Force Majeure extension—shall constitute a default under this Agreement.

5.3 Construction of Project. The Company agrees to design and construct the Project in full compliance with this Agreement, including the approved Development Plans, Construction Plans, and Development Schedule. The Company shall cause Completion of Construction of each phase of the Project in conformance with the Development Schedule. The Company shall be entitled to use one or more special purpose, wholly-owned affiliates to develop, own, and operate each phase of the Project. The Company's obligation to design and construct each phase of the Project in accordance with the Development Schedule shall be subject in all respects to timely delivery by the City of all necessary permits and other approvals, evidence of receipt of financing by the City for applicable Public Facilities, execution of applicable Definitive Agreements, approval by the City of Covenants, Conditions, and Restrictions for the Project. As a condition to commencement of construction of each phase of the Project, the Company shall first provide to the City evidence of financing by the Company for such phase of the Project, including any construction guaranties required by the Company's lenders.

5.4 Inspections. The Company shall routinely and thoroughly inspect or cause all construction work on their respective Improvements to be inspected by the engineers that prepared the Construction Plans, or other qualified licensed engineer familiar with the Construction Plans, to ensure the materials and workmanship on the Improvements are performed in conformance with the Construction Plans and to guard against defects and/or deficiencies in the work without assuming responsibility for the means and methods used by the contractor. The City shall have the right (but not the obligation) to inspect, test, measure, or verify any construction work on the Project at any time; provided that the City shall not assume any responsibility for inspection of the work or the means and methods used by the Company's contractors in connection with the same.

5.5 Change Orders. All change orders with respect to the design or construction of the Public Facilities must be approved in writing by the City in conformance with the Construction Plans.

5.6 Extension of Construction Deadlines for Force Majeure. The Company shall Commence Construction and cause Completion of Construction of all components of the Project in conformance with the Development Schedule. No extension to the construction deadlines shall be granted to the Company as a result of a Force Majeure Event, except in conformance with the following provisions:

- (a) Prior to Commencement of Construction. If on or after the 180th day prior to the deadline for Commencement of Construction for one or more components of the Project, an event or condition constituting a Force Majeure Event prevents or delays Company or its contractor(s) from performing work on the Project that is necessary for Commencement of Construction to occur, therefore resulting in a delay in Commencement of Construction, Company shall notify City in writing of the nature of the Force Majeure Event, the date the Force Majeure Event started or occurred, and the activity or work which was unable to occur because of the Force Majeure Event, and, if known at the time of such notice, the duration of the Force Majeure Event or condition. Subject to final determination of any good faith objection by City to Company's determination of the duration of the Force Majeure Event, the deadlines for Commencement of Construction and Completion of Construction shall be extended by the same number of days in which the Force Majeure Event prevented the described work, subject to City's objection in the manner set forth in Section 7.6(c), below.
- (b) After Commencement of Construction. Not later than sixty (60) days prior to the deadline for Completion of Construction for an individual component of the Project, Company must submit any formal claim which it wishes to make for delay to any deadline for Completion of Construction of any element of the Project by reason of a Force Majeure Event, which shall be limited to the dates previously identified in the construction progress reports. The deadline for Completion of Construction shall be extended by the same number of days in which the Force Majeure Event prevented the work in the Company's claim for delay, subject to City's objection in the manner set forth in Section 7.6(c), below.
- (c) Objection by City. City shall have thirty (30) days after receipt of the notice described in Section 7.6(a) or Section 7.6(b), as applicable, or the progress report described in Section 7.3, to object to Company's claim for delay based upon a Force Majeure Event. If City fails to timely object in whole or in part to a claim for delay based on a Force Majeure Event, the claim for delay shall be deemed valid and the deadlines extended accordingly. If City objects to any of the claims by Company for delays resulting from a Force Majeure Event, the parties will meet in a good faith attempt to resolve the disagreement. Notwithstanding any other provision of this Agreement, the number of days in which a delay in the deadline for Commencement of Construction or Completion of Construction based on Force Majeure Events shall not include any Sundays or federal holidays which occur during the period in which a Force Majeure Event otherwise prevents work to be performed.

5.7 Compliance with Plans; Applicable Laws. All work on the Project shall be performed in a good and workmanlike manner and constructed in accordance with the Development Plans and all Applicable Laws.

5.8 Inspection of Records. The City shall have the right to examine or inspect, at the City's election, all records relating to the Project during the term of this Agreement and any retention period herein. The City's examination or inspection of such records may be performed by a City designee, which may include an outside representative engaged by the City. The Company and its respective contractors shall retain all records relating to the Project for a minimum of four (4) years following the expiration or

earlier termination of this Agreement, unless there is an ongoing dispute under this Agreement or the respective construction contracts; then, such retention period shall extend until final resolution of the dispute.

5.9 Certification of No Conflicts. The Company shall require its contractors to warrant that each has made full disclosure to City in writing of any existing or potential conflicts of interest related to the contractor's performance of the work on the Project. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the person having such conflict shall be required to immediately make full disclosure to the City in writing.

5.10 Additional Obligations of Company. The Company shall timely pay all contractors in accordance with the terms and conditions of the respective construction contracts. Upon Completion of Construction of each component of the Project, the Company shall ensure that the real property upon which the Improvements were constructed is free and clear of all liens and encumbrances, including mechanics liens and purchase money security interests, to the extent arising by, through, or under the Company and/or any contractor, subcontractor, or material suppliers.

Article VI

Conditions to the Grants

The obligation of the City to provide the Grants shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this Agreement by the Company and each of the conditions set forth in this Article.

6.1 Good Standing. The Company shall not have an uncured breach or default of this Agreement or a Related Agreement (provided that if any Grants are not paid at any time that an uncured breach or default of this Agreement or a Related Agreement exists, such Grants shall be paid to Company upon timely cure of such breach or default if the Agreement is not terminated for such uncured breach).

6.2 Company Affiliate List. The Company shall provide to the City the Company Affiliate List within thirty (30) days after the Effective Date, at the end of each Grant Period, and an updated Company Affiliate List, as often as necessary to reflect the addition of any Company Affiliates, not on the Company Affiliate List in the City's possession, that will or may pay or collect Sales and Use Taxes giving rise to Sales Tax Receipts. The Company's failure to identify a Company Affiliate in a Company Affiliate List provided to the City prior to the date on which such Company Affiliate first begins collecting Sales and Use Taxes giving rise to Sales Tax Receipts shall not be a breach by Company of this Agreement; provided, notwithstanding anything to the contrary herein, the City shall not be obligated to pay to the Company any Sales Tax Grant amount computed with respect to Sales Tax Receipts collected and reported by a Company Affiliate for any reporting period that ends prior to the date on which the Company first identifies such Company Affiliate to the City on the Company Affiliate List or an updated Company Affiliate List.

6.3 Continuous Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall continuously occupy the Project Site.

6.4 Payment Request. Unless otherwise expressly stated in this Agreement, all Incentives provided under this Agreement shall be paid to the Company in the form of a reimbursement grant. Payment shall be made only after the Company has expended the approved amount and submitted a written Payment Request, accompanied by all documentation and information reasonably necessary to substantiate the expenditure and demonstrate satisfaction of the applicable performance or eligibility conditions. The City shall review the Payment Request for completeness and compliance, and shall remit payment within sixty (60) days following the City's written approval of the Payment Request.

6.5 Sales Tax Certificate. As a condition to the payment of each Sales Tax Grant hereunder, the City shall have received a Sales Tax Certificate for the applicable Grant Period for which payment of a Sales Tax Grant is requested. The City shall have no duty to calculate the Sales Tax Receipts or determine the entitlement of the Company to any Sales Tax Grant or pay any Sales Tax Grant during the term of this Agreement until such time as the Company has provided a Sales Tax Certificate and a Payment Request for the applicable Grant Period. The City may, but is not required to, provide Company with a form for the Sales Tax Certificate required herein. At the request of the City, the Company shall provide such additional documentation as may be reasonably requested by the City to evidence, support, and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by the City from the State of Texas. The Payment Request and the accompanying Sales Tax Certificate shall at a minimum contain, include, or be accompanied by the following:

(a) Schedules, which show the amount of total sale of Taxable Items by the Company and the Company Affiliates Consummated at the Premises for the applicable Grant Period, and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by the Company, and Company Affiliates, Consummated at the Premises for the applicable Grant Period;

(b) A copy of all Sales and Use Tax returns and reports, Sales and Use Tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by the Company, and Company Affiliates for the applicable Grant Period showing the Sales and Use Tax collected (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment certificate) by the Company and Company Affiliates for the sale of Taxable Items Consummated at the Premises;

(c) A copy of all direct payment and self-assessment returns, if any, including amended returns, filed by the Company, and Company Affiliates for the applicable Grant Period showing the Sales and Use Tax paid for the sale of Taxable Items Consummated at the Premises;

(d) Information concerning any refund or credit received by the Company and/or Company Affiliates of the Sales and Use Taxes paid or collected by the Company or Company Affiliates which has previously been reported by the Company and/or Company Affiliates as Sales and Use Tax paid or collected; and

(e) Documentation required to be included in, or with the applicable Payment Request by other provisions of this Agreement.

(f) Upon request by the City, the Company shall provide within fifteen (15) business days a release or releases to the City as necessary to allow the State of Texas to disclose the Sales and Use Tax information pertaining to the sale of Taxable Items by Company, and Company Affiliates at the Premises during the term of this Agreement in a form as may be required by the State of Texas. It shall be the responsibility of the Company to obtain and provide to the City, the release or releases from Company Affiliates to the City as necessary to allow the State of Texas to disclose the Sales and Use Tax information pertaining to the sale of Taxable Items by Company and Company Affiliates at the Premises during the term of this Agreement.

Article VII

City's Obligations

7.1 Rights of Access. The City will promptly grant to the Company and its respective contractors such rights-of-access to the Project Site as may be necessary for the construction of the Project.

7.2 Governmental Approvals; Review. The City will promptly review all development submittals for the Project in conformance with the City's policies and applicable law. Nothing in this Agreement shall be interpreted as an obligation on the City's part to provide special consideration or expedited review of any submittal by any person in connection with the Project.

7.3 No Waiver of City's Rights. Neither the City's review, approval or acceptance of, nor payment for the construction of any Improvements performed by the Company (including their contractors), shall be construed to operate as a waiver of any of the City's rights under this Agreement or of any cause of action in favor of the City arising out of the performance of this Agreement.

7.4 Limitations on Incentives. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Company. No obligation of the City under this Agreement shall be pledged or otherwise encumbered by the Company in favor of any commercial lender and/or similar financial institution, except as expressly permitted otherwise in this Agreement. The City shall have no obligation or liability to pay the Incentives except as allowed by applicable law and shall not be required to pay the Incentives if prohibited under applicable law. The City affirms that the City has no knowledge as of the Effective Date that payment of the Incentives is prohibited under applicable law. The Incentives shall be paid solely from lawfully available funds that have been appropriated by the City. If it is subsequently determined that the Incentives are prohibited under federal or state legislation or a decision of a court of competent jurisdiction, then the City will have no obligation to pay any unpaid Incentives to the Company,

and, upon request by the City, the parties may amend this Agreement to terminate that portion of the Incentives accordingly.

7.5 Texas Enterprise Zone Program. The City agrees to act as the nominating body for the Project under the Texas Enterprise Zone Program administered by the Office of the Governor, Economic Development and Tourism Division, consistent with Chapter 2303, Texas Government Code. The City shall timely prepare and submit all resolutions, letters of support, and related documentation necessary to nominate the Company's Project for designation as a Qualified Business and Enterprise Project, subject to approval by the City Council. The City's obligations under this Section are limited to those acts reasonably required to complete the nomination process and shall not include any guarantee or representation that the State of Texas will approve the nomination or confer any state-level incentives. The Company acknowledges that all determinations regarding eligibility, designation, and benefits under the Texas Enterprise Zone Program rest solely with the State of Texas and that the City shall bear no financial liability or obligation in connection with the State's administration of such program.

Article VIII

Default; Termination

8.1 Default by Company. Should the Company fail to materially comply with any term or condition of this Agreement applicable to the Company with respect to a particular phase of the Project, subject to the Company's cure, force majeure, and other rights and remedies, the Company shall be deemed in default of this Agreement only with respect to such phase of the Project. Subject to an approved extension pursuant to Section 7.3, if the Company's default is not corrected within ninety days (90) days after written notice by the City, the City shall be entitled to (i) immediately terminate all rights and interest in this Agreement with respect to the particular phase relating to the default (including further payment of any Incentives), and (ii) pursue all remedies available at law, in equity, or otherwise to enforce this Agreement, including seeking repayment of any Incentives paid to the Company in conformance with Section 7.6, *provided however*, that the Company shall not be in default of the entire Agreement if it fails to timely complete, or complete at all, any particular phase of the Project.

8.2 Default by City. Should the City fail to comply with any term or condition of this Agreement applicable to the City, the City shall be deemed in default of this Agreement. If the City's default is not corrected within sixty (60) days after written notice by the Company, the Company shall have all remedies available at law and equity to enforce this Agreement.

8.3 Extension of Initial Cure Period. During the initial cure period, if the Company provides the City written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such default, and thereafter continuously and diligently prosecutes the curing of such default, the initial cure period shall be extended for such period as may be reasonably necessary to cure such default, provided, that in no event shall such extension exceed ninety (90) days (in the aggregate) following the initial occurrence of the default without the written consent of the City, which may be withheld in its sole discretion.

8.4 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within cure period(s) after written notice thereof;
- (c) upon written notice to the Company in the event the Company fails to cause Commencement of Construction of any component of the Project for which the Company is responsible in conformance with the Development Schedule;
- (d) upon written notice by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent and such delinquency is not cured within ten (10) business days after written notice thereof (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions);
- (e) upon written notice by City, if Company suffers an event of Bankruptcy or Insolvency; or
- (f) upon written notice by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

8.5 Effect of Termination. Except as provided in Section 8.6, below, upon any termination of this Agreement, the Company will have no obligation to refund any Incentives which have previously been paid to the Company, and the City will have no obligation to pay the Company any Incentives arising or attributable to the time period after such termination; provided, however, the termination of this Agreement will not release any party from any obligation which expressly survives the termination of this Agreement.

8.6 Repayment. In the event this Agreement is wholly terminated by the City pursuant to Section 8.4(b) through (f), above, the Company shall immediately repay to the City a monetary amount equal to the total Incentives previously received from the City, excluding Incentives related to any and all improvements owned by the City, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the respective Incentives were initially received by the Company (or in the case of the costs incurred by the City for the Public Facilities, on the date the respective costs were incurred by the City).

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

regardless of whether or not the debt due the City has been reduced to judgment by a court; provided that the City shall provide reasonable prior notice of any such offset.

Article IX

Miscellaneous

9.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

9.2 Revenue Sharing Agreement. The City hereby designates this Agreement as a revenue sharing agreement, thereby entitling the City to request sales tax information from the State of Texas, pursuant to Texas Tax Code, Section 321.3022.

9.3 Limitation on Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

9.4 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

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

9.6 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be given by either Party via an express mail service, courier, or certified mail, return receipt requested, or by confirmed facsimile, to the respective Party at the address specified below (or to such other Party or address as either Party may designate in writing). All notices given pursuant to this section shall be deemed effective on the date such notice is actually received or otherwise hand-delivered:

If intended for City, to:

Attn: Ben Williamson
City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234

If intended for Company, to:

Attn: _____

FormFactor, Inc.

With a copy to:

Nicole Hamilton Corr
Wyatt Hamilton Findlay PLLC
5810 Long Prairie Road
Flower Mound, Texas 75028

9.7 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

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

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

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

9.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the City; however notwithstanding the foregoing, this Agreement may be assigned without the consent of the City to a Successor, provided: (i) such Successor has assumed in writing the obligations and liabilities of the Company hereunder in a form reasonably approved by the City; and (ii) Company has provided City ten (10) days prior written notice thereof. If the Company discloses to the City that it intends to assign this Agreement to a Successor and/or discloses the identity of a potential Successor, the City shall treat such information (including, but not limited to the fact that the Company is considering the applicable transaction and the identity of the potential Successor) as disclosed in confidence and shall not disclose such information to any third parties except: (i) with the prior written consent of the Company and/or (ii) as and to the extent required by law. For purposes of this Section “Successor” shall mean: (i) an entity that is the result of a conversion of the Company from one form of business entity to a different form of business entity (such as from a corporation to a limited liability company) recognized by, and qualified to do business in, the State of Texas, (ii) any successor corporation or other entity resulting from a merger, consolidation, or acquisition with respect to Company, or (iii) a person or entity that purchases all or substantially all of either (A) the equity of the Company or (B) the assets of the Company.

9.12 Recitals. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the parties.

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

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

9.15 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grants provided herein and any other funds received by the Company from the City as of the date of such violation within 120 business days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

9.16 Conditions Precedent. This Agreement is expressly subject to and conditioned on: (i) the Company entering into the Lease not later than thirty (30) days following the Effective Date of this Agreement; (ii) the Company occupying the Premises on or before the Lease Inception Date; and (iii) the Company providing the City with a fully executed copy of the Lease.

EXECUTED on this _____ day of _____, 2025.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Benjamin W. Williamson
City Manager

APPROVED AS TO FORM:

By: _____
Nicole Hamilton Corr, City Attorney

EXECUTED on this _____ day of _____, 2025.

FORMFACTOR, INC.

By: _____

Name: _____

Title: _____

EXECUTED on this _____ day of _____, 2025.

DRAFT