WHEN RECORDED RETURN TO:
City of Mesa
Attn: Real Estate Services
20 E. Main Street
Mesa, Arizona 85201

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DEVELOPMENT AGREEMENT

"PROJECT EMPIRE"

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CITY OF MESA, ARIZONA,
an Arizona municipal corporation

AND

HADRIAN AUTOMATION, INC.,
a Delaware corporation

==

____________ ____, 2025

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DEVELOPMENT AGREEMENT

This development agreement, dated _________, is between the CITY OF MESA, ARIZONA, an Arizona municipal corporation (the "**City**") and HADRIAN AUTOMATION, INC., a Delaware corporation ("**Employer**").

RECITALS

A. Employer is the tenant under a 128-month lease agreement with Clayco, Inc. ("**Lease**") for an existing industrial building that contains approximately 270,000 rentable square feet of industrial space located at 10101 E. Pecos Road, Mesa, AZ 85212 ("**Property**"). The Property is situated in Mesa, Arizona, which is located on the southeast corner of South Crismon Road and East Pecos Road, APN 304-63-975, the legal description and depiction of which is attached as **Exhibit A**.

B. Employer plans to improve the Property to establish an artificial intelligence powered, large-scale manufacturing and software hub (the "**Project**"). Employer will construct tenant improvements on the Property, estimated to exceed $6,000,000, and will invest $125,000,000 or more in equipment as part of the Project.

C. In connection with the Project, excluding jobs created during or because of the construction of tenant improvements on the Property, Employer will create at least 300 new, full-time, permanent positions for employment (each a "**Position**" and collectively "**Positions**").

D. The median annual wage of an individual in Maricopa County is $48,630. Through this agreement, eligible Mesa residents filling Positions will receive an annual wage of no less than $71,000—well above the median annual wage.

E. The City desires to promote economic development and job creation within its boundaries by attracting high-quality employers that provide high-paying jobs to residents. The City wishes to encourage the employment of its residents in skilled jobs that afford professional development, particularly in the advanced manufacturing sector; this stimulates economic activity throughout the City and generates taxes and other benefits for the City. It also raises the economic standing of its residents and provides them with valuable skills and development to aid the residents in their current employment and helps ensure residents maintain higher-paying jobs in the future, thereby enhancing the economic welfare of the inhabitants of the City of Mesa.

F. To that end, the City agrees to fund a program to incentivize Employer to hire Mesa residents for Positions at higher-paying, skilled jobs than may otherwise be afforded to them in other communities. Through this program, Employer will provide eligible Mesa resident employees with additional professional development training, which will better the residents' employment prospects, either with Employer or elsewhere, throughout their careers. Employer does not currently have any offices located within the City of Mesa. Without this development agreement memorializing the program, Employer would fill the Positions without regard to the residency of the employee. Through Employer's significant investment in the Project, along with the hiring, training, and retention of Mesa residents in higher paying jobs through the program, Employer is also providing future jobs and opportunities to Mesa residents.

G. As part of the program, Employer may hire up to 100 Mesa residents for annual wages of no less than $71,000 (above the county average) and provide those Mesa residents with additional professional development training, and, if certain requirements set forth below are met, Employer will be eligible to receive a reimbursement for those Mesa residents hired and retained.

H. Should Employer hire 100 Mesa residents at an annual wage of $71,000, those jobs are expected to generate about $9.7 million more in direct wages for Mesa residents than if the same jobs were paid at the median wage of $48,630—a direct public, the value of which exceeds the maximum $75,000 reimbursement available to Employer under this agreement.

I. The City has found and determined that the development of the Project on the Property and Employer's employment of Mesa residents at above-average wages with professional development training will assist in the creation and retention of jobs in Mesa and will otherwise improve and enhance the economic welfare and future of the residents of the City of Mesa.

J. Employer and the City are entering into this agreement pursuant to Arizona Revised Statutes ("**A.R.S.**") §§ 9-500.05 and 9-500.11. The parties acknowledge the activities related to the development of the Project are economic development activities within the meaning of A.R.S. § 9-500.11(M)(1)(second version), and the reimbursements made to Employer pursuant to this agreement are expenditures of public monies for and in connection with economic development activities.

The parties therefore agree as follows:

AGREEMENT

Article 1
EMPLOYER'S DUTIES AND OBLIGATIONS; PROGRAM REQUIREMENTS

1.1 **Development of the Property**

(a) Employer will pay all customary fees and charges related to the construction of tenant improvements on the Property.

(b) Employer will pay all development impact fees related to the development of the Project.

(c) Employer will submit complete plans for tenant improvements that comply with all applicable City codes and regulations.

(d) Employer will complete at least $6,000,000 in tenant improvements at the Property and invest at least $125,000,000 in equipment to be used on the Project no later than two years after this agreement becomes effective. Failure to meet these requirements will result in Employer reimbursing the City for payments made as a part of the program (see subsection 1.2(i)). Employer will submit proof of such investments to the City on an annual basis in the form of an affidavit or sworn statement signed by Employer's chief executive officer or chief financial officer, submitted contemporaneously with any written certification for a Reimbursement Payment as set forth in subsection 1.2(f).

1.2 **Mesa Resident Job Creation Program ("Program")**

(a) Employer's participation in the Program will commence on January 1, 2026 ("**Commencement Date**").

(b) Employer is eligible to receive Program Reimbursement Payments (defined in subsection 1.2(d)) for a period of five years after the Commencement Date ("**Reimbursement Period**").

(c) By the end of the Reimbursement Period, Employer must employ no fewer than 300 full-time employees in Positions. For the purposes of this agreement, "**full-time employees**" means individuals who work for Employer at least 35 hours per week, with an average annual wage of $71,000.

(d) During the Reimbursement Period, Employer may receive Reimbursement Payments up to a total maximum cap of $75,000 ("**Reimbursement Cap**"). A "**Reimbursement Payment**" means $750 payable to Employer from the City for a Mesa Employee. "**Mesa Employees**" are individuals who have:

(i) for the prior 12 consecutive months have had their primary residence in the City of Mesa;

(ii) for the prior 12 consecutive months have been full-time employees with Employer;

(iii) an annual wage of no less than $71,000; and

(iv) received Professional Development Training (defined in subsection 1.3(b)).

(e) A Reimbursement Payment is only payable to Employer if it submits proof of the employment in accordance with subsection 1.2(f). Employer may only receive one Reimbursement Payment per Mesa Employee for a maximum of 100 Mesa Employees.

(f) Within 18 months of the Commencement Date (the "**Reimbursement Date**"), and on each annual anniversary of the Reimbursement Date during the Reimbursement Period, Employer must provide written certification of the following:

(i) the number of Mesa Employees for whom a Reimbursement Payment is requested, along with information verifying each employee's eligibility for payment pursuant to the Program; and

(ii) the total number of Positions filled in the last 12 months.

The acceptable form of written certification, including the information required for each Mesa Employee is attached as **Exhibit B**.

(g) If, at the end of the Reimbursement Period, Employer has not received the Reimbursement Cap and Employer has eligible Mesa Employees for whom it has not received a Reimbursement Payment, it may submit the written certification required by subsection (f) within 30 days after the end of the Reimbursement Period. The certification must include only Mesa Employees who meet all eligibility criteria on the last day of the Reimbursement Period.

(h) The City will review the written certification for completeness, accuracy, and eligibility. The City will verify if each Mesa Employee listed on the written certification is eligible for a Reimbursement Payment under the Program within 30 days of receipt of the written certification. For each verified, eligible Mesa Employee, the City will issue a Reimbursement Payment to Employer as set forth in subsection 2.3(h).

(i) In any of the following circumstances, Employer will be required to repay the City all Reimbursement Payments made to Employer as a part of the Program:

(i) Employer vacates the Property or terminates the Project for any reason prior to the end of the Reimbursement Period;

(ii) Employer does not create 300 Positions at the Property within the Reimbursement Period.

(iii) Employer does not make a minimum capital investment at the Property of $131,000,000 within two years after this agreement becomes effective.

(j) Employer will reimburse the City pursuant to subsection (i) within 30 days of demand from the City.

1.3 **Mesa Employee Professional Development Training**

(a) To be eligible for a Reimbursement Payment, Mesa Employees hired under the Program must receive no less than five hours of Professional Development Training during their employment with Employer prior to Employer claiming a Reimbursement Payment for the Mesa Employee.

(b) "**Professional Development Training**" means an activity or program provided by Employer or a third party, if associated costs are covered by Employer, and meets all the following requirements:

(i) provides the Mesa Employee with training in an area(s) of specialized knowledge or skill widely applicable within the commercial industry in which the employee will be working that goes beyond general onboarding or required compliance training provided to all employees (e.g., new employee orientation, safety training) and is not solely about company-specific policies or tools;

(ii) is organized with clear objectives and outcomes, such as in the form of a course, workshop, certificate, or mentorship program; and

(iii) documents attendance or completion verifying the Mesa Employee's participation.

Article 2
CITY'S DUTIES AND OBLIGATIONS

2.1 Upon the City's determination that Employer has submitted final and complete plans for tenant improvements that comply with all applicable laws, ordinances, and requirements, the City shall issue building permits for the tenant improvements.

2.2 For every verified Mesa Employee, the City agrees to distribute $750 to Employer as a Reimbursement Payment.

2.3 The City shall pay Employer the Reimbursement Payment for all eligible Mesa Employees as set forth in subsection 1.2(h) no later than 90 days after the City has verified Employer is eligible for a Reimbursement Payment.

2.4 The City's total Reimbursement Payments over the term of this agreement will never exceed the Reimbursement Cap of $75,000.

Article 3
REPRESENTATIONS AND WARRANTIES

3.1 Employer represents and warrants to the City all the following:

(a) Employer does not currently have any offices within the City of Mesa.

(b) Without this agreement, Employer would hire employees without regard to their residency.

(c) As of the date of this agreement, and for the term of this agreement, the Project is not and will not be a "retail business facility" for the purposes of A.R.S. § 42-6010.

(d) During the term of this agreement, Employer will not engage in "retail" activities as defined in A.R.S. § 9-500.11(M)(second version).

Article 4
TERM AND TERMINATION

4.1 **Effective Date; Expiration**

This agreement is effective on the date on which the last representative for the parties executes the agreement. The agreement will continue in full force and effect until the earlier of: (1) six months after the end of the Reimbursement Period; or (2) when the parties agree in writing all obligations have been satisfied.

4.2 **General Termination**

If either party is found in default as set forth in section 7.9, the non-defaulting party may terminate this agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

4.3 **Employer's Remedies**

Employer's exclusive remedy for a default by the City is, and is limited to, seeking specific performance by the City of its obligations under this agreement. Employer waives any right to seek consequential, punitive, multiple, exemplary, or any other damages from the City for a default.

4.4 **City's Remedies**

If the City determines Employer is in default of this agreement, the City may, in its sole discretion, suspend its performance and obligations hereunder while providing Employer an opportunity to cure such default within 30 days. In addition to termination, the City may pursue any and all remedies available at law or in equity, including, without limitation, recovery of any Reimbursement Payments made pursuant to section 2.3.

4.5 **Articles 5 and 6 Termination**

This agreement may terminate as set forth in detail in articles 5 and 6.

Article 5
STATE SHARED REVENUE

5.1 If, pursuant to A.R.S. § 41-194.01, the Arizona Attorney General determines that this agreement violates any provision of state law or the Constitution of Arizona, City and Employer shall use all and best faith efforts to modify this agreement so as to fulfill each party's rights and obligations in this agreement while resolving the violation with the Attorney General. If, by the 29th day after the City received notice from the Attorney General pursuant to A.R.S. § 41-194.01(B)(1), the parties good faith efforts are unsuccessful to modify this agreement to resolve the violation with the Attorney General, this agreement will automatically terminate at midnight 30 days after the City received such notice from the Attorney General. Upon such termination the parties shall have no further obligations under this agreement. Additionally, if the Attorney General determines that this agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), the City is entitled to terminate this agreement, except if Employer posts such bond, if required. If the Arizona Supreme Court determines that this agreement violates any provision of state law or the Constitution of Arizona, the City or Employer may terminate this agreement and the parties will have no further rights, interests, or obligations in this agreement or claim against the other party for a breach or default under this agreement. The computation of time set forth in this agreement will be superseded by the computation of time utilized by the Arizona Attorney General's Office for alleged violations of A.R.S. § 41-194.01, if any conflict exists.

5.2 If the Attorney General, Arizona Department of Revenue, or any state agency determines that this agreement may violate A.R.S. § 42-6010, the City will be entitled to terminate this agreement, and the parties will have no further obligations hereunder.

5.3 If a court of competent jurisdiction determines that this agreement is a violation of A.R.S. § 42-6010 that would result in a withholding by the Arizona Department of Revenue of the City's state shared revenue as a penalty under A.R.S. § 42-6010(B), this agreement will automatically terminate at midnight on the day after receiving notice of the court's ruling. Upon such termination the parties will have no further obligations under this agreement.

Article 6
THIRD-PARTY ACTIONS

6.1 Third-Party Action Naming Employer (but not City)

Employer, at its sole cost and expense, will defend the validity, legality, and enforceability of this agreement in the event of any claim, action, proceeding, or litigation brought by a third party arising from the terms of this agreement that names Employer (but not City) as a party and that challenges (i) the authority of Employer to enter into this agreement or perform any of its obligations under this agreement, or (ii) the validity, legality, or enforceability of any term or condition of this agreement (all the forgoing, collectively, an "**Action**"). City will cooperate with Employer in connection with Employer defending an Action.

6.2 Third-Party Action Naming City

City, by counsel of its own choosing, will defend the validity, legality, and enforceability of this agreement in the event of any claim, action, proceeding, or litigation brought by a third party arising from the terms of this agreement that names City as a party and that challenges (i) the authority of City to enter into this agreement or perform any of its obligations under this agreement, (ii) the validity, legality, or enforceability of any term or condition of this agreement, or (iii) the compliance of this agreement with any state or federal law, including a claim or determination arising under A.R.S. § 41-194.01 or Arizona Constitution Article 9, Section 7 (all the foregoing, collectively, a "**City Action**"); provided, however, Employer must reimburse City within 30 days of written demand from City for all attorneys' fees and costs incurred defending a City Action; City has no obligation to maintain the defense of a City Action if Employer fails to reimburse City as required by this section. City may settle a City Action on such terms and conditions determined by City in City's sole and absolute discretion. Further, Employer will cooperate with City in connection with City defending a City Action.

6.3 **Termination**

Notwithstanding sections 6.1 or 6.2, Employer or City may terminate this agreement in the event of an Action or City Action. Prior to exercising the termination right of this section, within 30 days of the Parties becoming aware of the Action or City Action, the parties must meet in good faith to attempt to modify this agreement so as to fulfill each party's rights and obligations under this agreement while resolving the challenge. If the parties cannot agree to modify this agreement within 30 days of the parties becoming aware of the Action or City Action, either party may terminate this agreement by providing written notice to the other party and such termination will be effective immediately. Upon termination, the parties will have no further obligations under this agreement, except for those obligations that specifically survive the termination of this agreement.

Article 7
GENERAL PROVISIONS

7.1 **Recordation**

City shall record this agreement in its entirety in the Official Records of Maricopa County, Arizona, not later than ten days after its full execution by the parties.

7.2 **Notices**

(a) Except as otherwise required by law, any notice required or permitted under this agreement (each, a "**Notice**") must be in writing and given by one of the following methods, with the delivery/posted charges prepaid, at the respective addresses set forth below, or at such other address as a party may designate in writing pursuant to the terms of this section: (i) personal delivery; (ii) deposit in the United States certified, registered or express mail, return receipt requested; or (iii) any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid, for Monday through Friday excluding any legal holidays on which the City's offices are closed ("**Business Day**") delivery.

<u>If to the City</u>:	City of Mesa 20 East Main Street, Suite 750 Mesa, Arizona 85211 Attn: City Manager
With a required copy to:	Mesa City Attorney's Office 20 East Main Street, Suite 850 Mesa, Arizona 85211 Attn: City Attorney

<u>If to Employer</u>:	Hadrian Automation, Inc. 19501 South Western Avenue Torrance, CA 90501 ATTN: Lars Lider
With a required copy to:	Michael Best & Friedrich LLP 11812 San Vincente Boulevard, Suite 380 Los Angeles, CA 90049 ATTN: Dan Offner, Managing Partner

(b) <u>Effective Date of Notices</u>. Any Notice sent by United States Postal Service certified, registered or express mail will be deemed effective the earlier of the actual delivery, or three calendar days after deposit in a post office operated by the United States Postal Service. Any Notice sent by a recognized national overnight delivery service will be deemed effective the next Business Day. Any Notice personally delivered or delivered through a same-day delivery/courier service will be deemed effective upon its receipt or refusal to accept receipt by the addressee. Notices transmitted digitally or electronically may be offered as a courtesy, but do not constitute as a Notice for the purposes of section 7.2.

7.3 **Governing Law; Choice of Forum**

This agreement is made under and will be construed in accordance with and governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). The parties wish to confer jurisdiction, to the extent possible, upon the Superior Court of Maricopa County for the purpose of coordinating and centralizing any required judicial administration of this agreement. Accordingly, any action brought to interpret, enforce or construe any provision of this agreement must be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to the exclusive jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this section.

7.4 **Good Standing; Authority**

Each party represents and warrants it is a duly formed and legally valid existing entity under the laws of the State of Arizona and that the individuals executing this agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

7.5 **Non-Assignment**

This agreement may not be assigned, either in whole or in part, by either party without first receiving the written consent of the other party. Any attempted assignment, either in whole or in part, without such consent will be null and void. The provisions of this agreement are binding upon and will inure to the benefit and burden of the parties, and their heirs, successors, executors, administrators, and assigns.

7.6 No Joint Venture; Third Parties

It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other arrangement between the parties, and neither party is a representative or agent for the other party. No term or provision of this agreement is intended to, or shall be for the benefit of any person, firm or entity, not a party hereto, and no such other person, firm, or entity shall have any right or cause of action hereunder.

7.7 Audit and Records

Employer must preserve the records related to this agreement, including all documentation demonstrating each Mesa Employee's eligibility for a Reimbursement Payment, for six years after completion of the agreement. The City or its authorized agent reserves the right to inspect any records related to the agreement. Employer will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Employer's place of business or at City offices, as determined by the City.

7.8 Payments

Unless otherwise agreed to by the parties, payments will be made and delivered by wire transfer; provided, however, that payments will be deemed made only upon actual receipt by the intended recipient or, if made by wire transfer, transferred to the account number provided to the paying party by the receiving party.

7.9 Default

In the event a party fails to perform or fails to otherwise act in accordance with any term or provision hereof ("**Defaulting Party**") then the other party ("**Non-Defaulting Party**") may provide written notice to perform to the Defaulting Party ("**Notice of Default**"). The Defaulting Party shall have 30 days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than 30 days would reasonably be required to cure the default or otherwise comply with any term or provision herein, then the Defaulting Party shall notify the Non-Defaulting Party of such, and the timeframe needed to cure such default, so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed 90 days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.

7.10 Waiver

The parties agree that neither the failure nor the delay of any party to exercise any right, remedy, power or privilege under this agreement will operate as a waiver, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor will any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver is effective unless it is in writing and is signed by the party asserted to have granted such waiver.

7.11 **Further Assurances**

Each party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as the other party may reasonably require (subject to negotiation and agreement of the terms by the parties) to consummate, evidence, confirm or carry out the matters contemplated by this agreement or confirm the status of: (a) this agreement as in full force and effect; and (b) the performance of the obligations hereunder at any time during its term.

7.12 **Computation of Time**

If the last day of any time period stated in this agreement or the date on which any obligation to be performed under this agreement falls on a day that is not a Business Day, then the duration of such time period or the date of performance, as applicable, will be extended so that it ends on the next succeeding day Business Day. The time for performance of any obligation or the taking of any action under this agreement will expire at 5:00 p.m. (Phoenix, Arizona time) on the last day of the applicable time period.

7.13 **Conflict of Interest**

Pursuant to A.R.S. § 38-503 and A.R.S. § 38-511, no member, official or employee of the City is permitted to have any personal interest, direct or indirect, in this agreement, nor will any such member, official or employee participate in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

7.14 **Exhibits**

The Parties agree that all references to this agreement include all exhibits designated in and attached to this agreement, such exhibits being incorporated into and made an integral part of this agreement for all purposes:

Exhibit A: Legal Description and Depiction
Exhibit B: Mesa Resident Job Creation Written Certification form

7.15 **Entire Agreement**

Except as expressly provided herein, this agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matter covered by this agreement.

7.16 **Time of Essence**

Time is of the essence of this agreement and each provision hereof.

7.17 **Enforced Delay in Performance for Causes Beyond Control of Party**

Whether stated or not, all periods of time in this agreement are subject to this section 7.17. Neither the City nor Employer, as the case may be, will be considered in default of its obligations under this agreement in the event of enforced delay ("**Enforced Delay**") directly due to causes beyond its control and without its fault, negligence, or failure to comply with applicable laws, including acts of God, such as, but not limited to, a significant weather or geological event or other act of God, civil, or military disturbance, labor or material shortage (excluding those caused by lack of funds), initiative or referendum, confiscation or seizure by any government or public authority, or acts of terrorism. In no event will an Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of a particular contractor, subcontractor, vendor, investor, or lender desired by Employer in connection with the Project, it being agreed that Employer will bear all risks of delay which are not an Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay will be extended for the period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this section must, within 30 days after such party knows (or reasonably should have known) of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay will not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party; and provided further, that no period of Enforced Delay may exceed 90 calendar days.

7.18 **Severability**

The City and Employer each believes the execution, delivery, and performance of this agreement is in compliance with all applicable laws. Except as set forth in article 5, in the unlikely event that any provision of this agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any applicable laws), such provision will be deemed severed from this agreement and this agreement will otherwise remain in full force and effect; provided that this agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. If reformation cannot achieve essentially the same rights and benefits of this agreement, either party may choose to terminate the agreement, and the parties will have no further obligation to each other. The parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this agreement, as reformed.

7.19 **E-Verify**

To the extent applicable under A.R.S. § 41-4401 and A.R.S. § 23-214, Employer represents and warrants it will comply with all federal immigration laws and regulations that relate to its employees and their compliance with the E-Verify requirements of A.R.S. § 23-214(A), and Employer will contractually require its contractors and subcontractors to comply with same. Breach of the above-mentioned warranty will be deemed a material breach of the agreement and may result in the termination of the agreement by the City. The City retains the legal right to randomly inspect the papers and records of any employee of Employer who works under this agreement to ensure compliance with the above-mentioned laws.

7.20 **Prior Appropriation**

Pursuant to A.R.S. § 42-17106, the City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. The City represents it intends to pay all monies due under this agreement if such funds have been legally appropriated. The City agrees to actively request funding for future fiscal periods in order to satisfy the terms of this agreement. However, in the event an appropriation is not granted, and operating funds are not otherwise legally available to pay the monies due or to become due under this agreement, the City has the right to terminate the agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide a minimum of 30 calendar days' advance written notice of its intent to terminate.

7.21 **Construction**

The terms and provisions of this agreement represent the results of negotiations between the parties, each of which was or had the opportunity to be represented by counsel of its own choosing, and none of which acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this agreement will be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this agreement that ambiguous or conflicting terms or provisions contained in this agreement will be interpreted or construed against the party who prepared or whose attorney prepared the executed agreement or any earlier draft of the same.

7.22 **Section Headings**

The section headings contained in this agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this agreement.

7.23 Amendment

Except as otherwise expressly provided for or permitted in this Agreement, no change or addition is to be made to this agreement except by written amendment executed by the City and Employer. Within ten days after the full execution of any amendment to this agreement, such amendment will be recorded in the Official Records of Maricopa County, Arizona by the City. Upon amendment of this agreement as established herein, references to the "agreement" will mean the agreement as amended. The effective date of any duly processed amendment will be the date on which the last representative for the parties executes the amendment unless a different effective date is named in the amendment. If, after the effective date of any amendment, the parties find it necessary to refer to this agreement in its original, unamended form, they will refer to it as the "original development agreement." When the parties mean to refer to any specific amendment to the agreement, which amendment is unmodified by any subsequent amendments, the parties will refer to it by the number of the amendment as well as its effective date.

7.24 Good Faith of Parties

Except where any matter is expressly stated to be in the sole and/or absolute discretion of a party, in the performance of this agreement or in considering any requested extension of time, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously and will not unreasonably withhold, delay, or condition any requested approval, acknowledgment or consent. Any decision related to this agreement that must be made by the City Council for the City of Mesa, Arizona ("**City Council**") will be at the City Council's sole and absolute discretion.

7.25 Consent

Wherever the City's consent is required to be given in this agreement, such consent will be the consent of the City Manager (or his/her designee), without the requirement of the prior approval of the City Council unless required by applicable law, City policy, or the City Manager.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

EMPLOYER:

Hadrian Automation, Inc.
a Delaware corporation

By: ________________________________

Printed name: ________________________

Title: _______________________________

Date: ________________

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On ____________________, 2025, before me, ______________, a Notary Public in and for said State, personally appeared __ the ______________________ of Hadrian Automation, Inc., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature ______________________________

[SEAL]

[SIGNATURE PAGE CONTINUES]

<u>CITY</u>:

CITY OF MESA,
an Arizona municipal corporation

By: ____________________________
Scott Butler, City Manager

Date: ________________

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On ____________________, 2025, before me, ______________, a Notary Public in and for said State, personally appeared Scott Butler, the City Manager of the City of Mesa, an Arizona municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature ______________________________

[SEAL]

INDEX OF DEFINED TERMS

The following terms have the meanings set forth below. Unless the context clearly requires otherwise, words in the singular include the plural and words in the plural include the singular. The word ‘shall’ denotes a legal duty, and ‘must’ and ‘will’ indicate mandatory requirements.

“Action” is defined in section 6.1.

“A.R.S.” is defined in the recitals.

“Business Day” is defined in subsection 7.2(a).

“City” is defined on the first page of this agreement.

“City Action” is defined in section 6.2.

“City Council” is defined in section 7.24.

“Commencement Date” is defined in subsection 1.2(a).

“Defaulting Party” is defined in section 7.9.

“Employer” is defined on the first page of this agreement.

“Enforced Delay” is defined in section 7.17.

“Full-time employees” is defined in subsection 1.2(c).

“Mesa Employee” and “Mesa Employees” are defined in subsection 1.2(d).

“Non-Defaulting Party” is defined in section 7.9.

“Notice” is defined in subsection 7.2(a).

“Notice of Default” is defined in section 7.9.

“Position” and “Positions” are defined in the recitals.

“Professional Development Training” is defined in subsection 1.3(b).

“Project” is defined in the recitals.

“Property” is defined in the recitals and legally described and depicted in Exhibit A.

“Reimbursement Cap” is defined in subsection 1.2(d).

“Reimbursement Date” is defined in subsection 1.2(f).

“Reimbursement Payment” is defined in subsection 1.2(d).

“Reimbursement Period” is defined in subsection 1.2(b).

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY

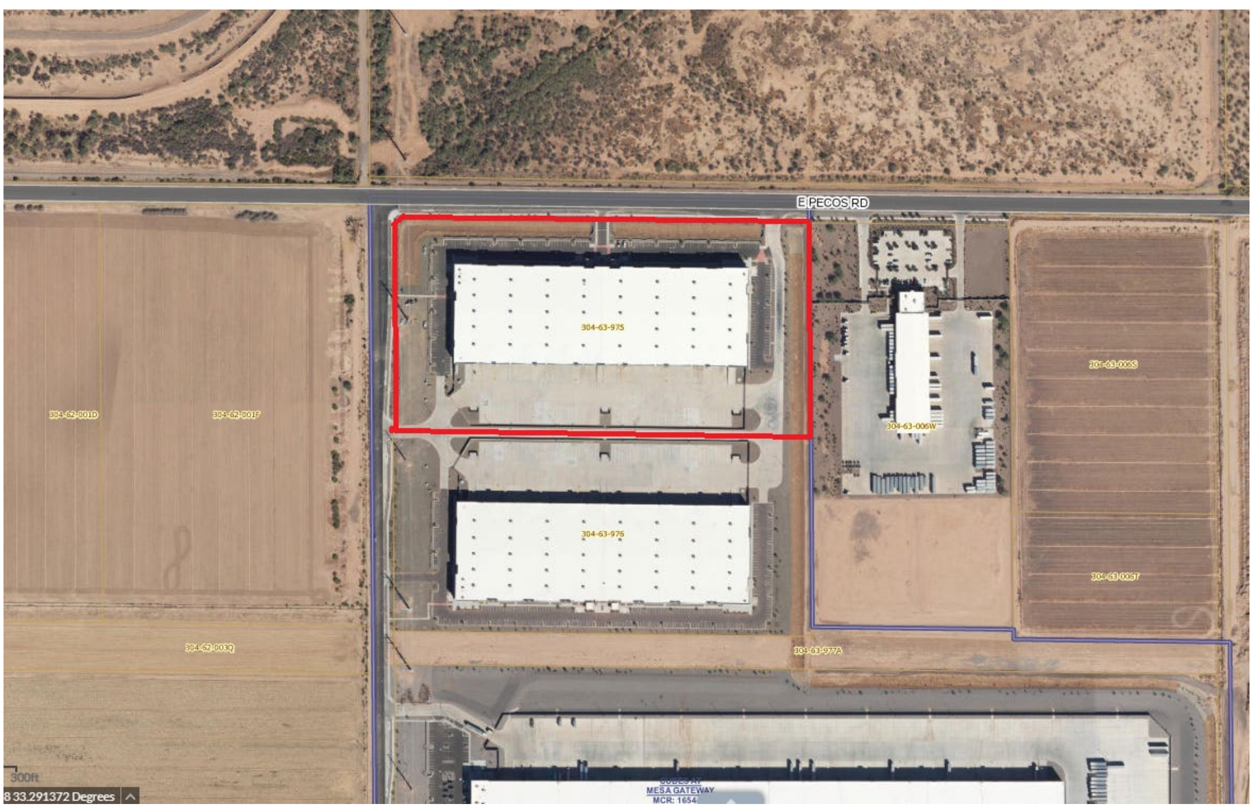
Real Property in the City of Mesa, County of Maricopa, State of Arizona described as follows:

LOT 1, OF THE CUBES AT MESA GATEWAY, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1654 OF MAPS, PAGE 15.

EXCEPT 1/16TH OF ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIAL WHICH MAY BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL AS RESERVED IN ARIZONA REVISED STATUTES, EXCEPT LOT 3; AND

EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA, PURSUANT TO THE ACT OF CONGRESS, DATED JANUARY 25, 1927, EXCEPT LOT 3; AND

EXCEPT FROM LOT 3, ALL OIL, GAS, METALS, MINERALS RIGHTS, AND RIGHT TO OTHER MATERIAL; AS RESERVED IN THE PATENT FROM THE STATE OF ARIZONA, AS PROVIDED BY A.R.S. 37-231.



<u>**EXHIBIT B**</u>
MESA RESIDENT JOB CREATION PROGRAM
WRITTEN CERTIFICATION FORM

MESA RESIDENT JOB CREATION PROGRAM
ELIGIBILITY CERTIFICATION

Instructions: Complete one row for each employee hired pursuant to the Mesa Resident Job Creation Program for whom a reimbursement payment is requested. Verify any employees listed below have not been claimed in previous years. Attach additional sheets if necessary. Provide the total number of employees included on this form on the blank below the table. Provide the total number of new, full-time employees hired within the last 12 months (regardless of residency or length of employment). This form must be signed by an authorized representative of the company.

Employee Full Name and Start Date	Residential Address	12-month residency [Y/N]	Annual Salary	Hours of Professional Development Training	Description of Training	Training Provider/Entity

Total number of eligible Mesa Employees listed in this certification: ________.
Total number of new, full-time employees hired in the last 12 months (regardless of residence and length of employment): ______.

Certification: I certify under penalty of perjury that the information provided on all pages is accurate to the best of my knowledge, and that each employee listed: (1) has continuously lived at the address listed for the past 12 months; (2) has been employed full-time (no less than 35 hours per week) by Empire for the past 12 months; (3) has an annual salary of at least $71,000; (4) has received at least five hours of Professional Development Training during their employment with Empire; and (5) Empire has documentation of the employee's participation in the listed Professional Development Training, which may be inspected by the City of Mesa if requested.

Authorized Representative Name: ___________________________
Title: ____

Signature: ____
Date: ____

Employee Full Name and Start Date	Residential Address	12-month residency [Y/N]	Annual Salary	Hours of Professional Development Training	Description of Training	Training Provider/Entity