

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **ASTROSCALE U.S. INC.**, a Nevada corporation (“Applicant”), an advanced on-orbit servicing and logistics company proposing to establish operations in El Paso and create 16 full-time jobs, in consideration the City shall provide grant payments for Lease Rental Cost and a Skills Training Grant in an amount not to exceed \$22,300.00 over the term of the Agreement, subject to a five (5)-year period and annual compliance and performance verification in accordance with the terms of the Agreement.

**APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2026.**

**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

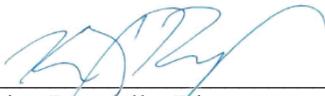
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brascgalla, Director  
Economic & International Development

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )     **CHAPTER 380 ECONOMIC DEVELOPMENT  
PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”) between the **CITY OF EL PASO, TEXAS** a Texas home-rule municipal corporation, (the “**City**”) and **ASTROSCALE U.S. INC.**, a Nevada corporation (the “**Applicant**”), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

**WHEREAS**, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

**WHEREAS**, Section 380.001, Texas Local Government Code (“Chapter 380”), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

**WHEREAS**, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

**WHEREAS**, the City wishes to provide incentives to the Applicant, pursuant to Chapter 380, for the performance of the Project located on the real property at *501 George Perry Blvd., Office #118 and #119, El Paso, Texas 79935*, more fully described below and in *Exhibit A* attached hereto (the “Project”), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

**WHEREAS**, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

**WHEREAS**, the Project will likely encourage increased economic development within the City and region, provide increases in the City’s property tax revenues, and improve the City’s ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

**WHEREAS**, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the

requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

**NOW, THEREFORE**, for and in consideration of the above recitals and the terms and conditions set forth below, the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION 1. DEFINITIONS.**

The following terms shall have the following meanings when used in this Agreement.

- A. Agreement.** The term *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached and incorporated herein by reference.
- B. Applicant.** The term *Applicant* means **ASTROSCALE U.S. INC.**
- C. Effective Date.** The term *Effective Date* means the date the El Paso City Council approves the Agreement.
- D. Full-Time Employment.** The term *Full-Time Employment* means a job in El Paso requiring a minimum of 1,820 prorated hours of work in a year and which:
1. Is created and/or retained by the Applicant with the employee being actively employed and on the Applicant's payroll as of the last day of the reporting year;
  2. Employee maintains employment with a requirement to work an average of at least 35 hours per week, calculated as  $\text{Total Hours Worked} \div \text{Number of Weeks Worked} = 35$  or more hours worked per week;
  3. Has full company benefits, including company-paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Project, within City Of El Paso, Texas. These requirements are more completely described in Exhibit C, which is attached hereto and incorporated herein for all purposes.
- E. Grant.** The term *Grant* means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable grants: Lease Rental Costs and Skill Training. For the purpose of this Agreement, the aggregate Grant payments will not exceed \$22,300.00. Each Grant shall be paid to Applicant within 90 days after the City receives Applicant's associated Grant Submittal Package for the subject year.
- F. Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in Exhibit D, which is attached hereto and incorporated herein for all

purposes.

**G. Lease Rent Cost.** The term *Lease Rent Cost* means a reimbursement from the City in an aggregate amount of \$6,300.00 to be disbursed in payments of \$1,260.00 annually for five years for the costs associated with lease rent expenses for Office 118 and Office 119. The Lease Rental Cost is for rent charged by the El Paso International Airport at the Project's location per that certain Lease Agreement attached as Exhibit E to this Agreement. The Grant is limited to Lease Rental Costs associated specifically with the Lease Agreement and being paid by and charged to the Applicant as it pertains to that certain Lease Agreement at the Project's location as defined in this Agreement. However, at the reasonable discretion and approval by the Director of the City's Economic and International Development Department, the Applicant may qualify for Lease Rental Costs at the El Paso International Airport's Advance Manufacturing District ("AMD") or other locations within the City. No other costs associated with the Lease Agreement, including but not limited to costs for damages, incidental expenses, late fees, penalties, or any other related expenses, shall be covered under this Agreement. Notwithstanding the foregoing, Applicant may terminate this Agreement for convenience, with no obligation to repay Grant amounts already received from the City, if after discussions with the City, the City plans to increase rent above the amounts set forth in Exhibit B attached hereto.

**H. Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

- (i) the funding of maintenance and operations expenditures of the City; and
- (ii) the funding of debt service on lawfully incurred obligations of the City; and
- (iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or
- (iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

**I. Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.

**J. Project.** The term *Project* means the Project Description set forth in *Exhibit A* hereto, aspects of which are to be performed at the real property leased by Applicant located at 501 George Perry, Office #118 and Office #119, El Paso, Texas 79925.

**K. Skills Training Grant.** The term *Skills Training Grant* means a reimbursement from the City in an aggregate amount not to exceed \$16,000.00, based on a reimbursement amount

of \$1,000.00 per eligible Full-Time Employment position, as defined in Section 1.D Full-Time Employment of this Agreement and subject to the employment requirements set forth in Exhibit D, for up to 16 positions. Reimbursement shall be provided for costs associated with training materials, training equipment, monthly training classes and certifications.

## **SECTION 2. TERM AND GRANT PERIOD.**

The term of this Agreement shall be the lesser of: (i) the lease term (including any renewals) relating to the Development to be located at the Development property; (ii) 6 years from the Effective Date of the Agreement; (iii) the full payment of the Grant by the City to the Applicant, as limited by the Agreement; (iv) termination of the Agreement as otherwise provided by said agreement; or (v) termination by mutual consent of the Parties in writing (“Term”).

The Effective Date of the Agreement shall be the date upon which City Council approves the Agreement. However, the Applicant’s eligibility for Grant payments shall be limited to 5 consecutive years (the “Grant Period”) within the Term of the Agreement.

## **SECTION 3. OBLIGATIONS OF APPLICANT.**

### **A. PROJECT**

1. Applicant plans to conduct aspects of Project Description set forth in *Exhibit A* hereto at the location set forth in the Lease Agreement..

2. Concurrently with execution of this Agreement, the Parties City shall negotiate terms of a Lease Agreement for the real property at *501 George Perry, Office #118 and Office #119, El Paso, Texas 79925*. Applicant agrees to maintain the Lease Agreement for the Term of this Agreement. If at any time Applicant determines in its reasonable discretion that the Lease Agreement terms are inadequate for furthering the Project or otherwise not in Applicant’s best commercial interests or, then Applicant shall be entitled to terminate this Agreement. Receipt of any Grant payments pursuant to this Agreement are contingent upon the Applicant’s complete compliance with this requirement.

3. Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Project in accordance with all applicable federal, state and local laws and regulations.

4. If Applicable, Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified City tax certificates for any parcel of real or personal property owned in the City Of El Paso

5. Applicant shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant’s possession, custody, or control for purposes of verifying Lease Rental Costs and Skills Training expenses for audit purposes, if

so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

## **B. EMPLOYMENT POSITIONS**

1. Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in *Exhibit C* for the Project as of December 31st of the applicable year and shall maintain the Full-Time Employment positions for the Project through the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each reporting year with the total per day hours worked averaged over each year. The transfer of an existing Full-Time Employment position from Applicant's existing business site to Applicant's Project does not qualify as creating and staffing a Full-Time Employment position for purposes of this Agreement. Failure to meet the Full-Time Employment requirements is not an Event of Default and will have no effect on Grant payment eligibility, provided that Applicant conducts a best-efforts approach to hiring and recruiting within the Term of the Agreement to meet such requirements. The City, in its sole discretion, shall determine what constitutes best efforts for purposes of this provision.

## **C. GRANT SUBMITTAL PACKAGE**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

1. The Applicant shall annually submit one *Grant Submittal Package* which shall be in the form provided in Exhibit D, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on \_\_\_\_\_, or within 30 business days after this date, or unless otherwise agreed by the City and Applicant in writing that the Grant Submittal Package will occur at an agreed upon date after the initial due date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the \_\_\_\_\_ of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Applicant to receive a Grant payment for that Grant year.

2. Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Lease Rental Costs and Skill Training, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Lease Rental Costs and Skill Training that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

3. Applicant shall provide the City with an annual report of each reporting year during the Term of this Agreement, certifying that status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Project, information on any new investments in the Project, and any other information relevant to the Project and the City's economic development goals. Documentation for jobs may be in the form of quarterly Internal Revenue Service Form 941 returns, or Texas Workforce

Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

4. The City's determination of the amount of the Grant payment due to the Applicant is final.

#### **SECTION 4. OBLIGATIONS OF CITY**

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

1. The City agrees to provide assistance for Lease Rent Costs not to exceed \$6,300.00 in accordance with the terms and provisions of this Agreement.

2. The City agrees to provide a Skilling Training Grant not to exceed \$16,000.00 in accordance with the terms and provisions of this Agreement.

3. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's Annual Grant Submittal Package.

#### **SECTION 5. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default under this Agreement:

A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.

B. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, and Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within 30 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default.

C. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of company, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or

insolvency laws by or against Applicant shall all be deemed an Event of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no Event of Default shall be deemed to have occurred.

- D. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days (“Cure Period”) after written notice (“Notice”) thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an Event of Default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within 60 days (“Cure Period”) after written notice (“Notice”) from the other party describing such failure shall be deemed an Event of Default. If such failure cannot be cured within such 60-day period in the exercise of all due diligence, and Applicant or City commences such cure within such 60-day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- F. **Failure to Cure.** If any Event of Default by Applicant or City shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement may be terminated by written notice from the City to Applicant and the City shall be entitled to recapture Grant payments; without any further action required of the City; and the City’s obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- G. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

## **SECTION 6. RECAPTURE.**

Should the Applicant default under *Section 5* of this Agreement and provided that the Cure Period for such default has expired, the City may require that all or a portion of the Grants provided pursuant to this Agreement be recaptured and repaid by the Applicant previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Applicant’s risk profile, and any other factors deemed relevant by the City.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as

this Agreement, is an unconstitutional debt. The Applicant may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately upon 30 days prior written notice to the City.

## **SECTION 8. GENERAL PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both Parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.
- D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- E. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- F. **Confidentiality Obligations.** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code, 5 U.S.C. Section 552(B)(3) and (4) (FOIA), and 18 U.S.C. Section 1905 (Trade Secrets Act). Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, FOIA, and/or the Trade Secrets Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act, FOIA, and the Trade Secrets Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- J. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.
- K. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.
- L. **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- M. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**.

**APPLICANT:**

Astroscale U.S. Inc.  
Attn. Ron Lopez, President  
2201 S Delaware Street  
Denver, CO 80223

**CITY:** The City of El Paso Attn: City Manager  
P.O. Box 1890  
El Paso, TX 79950-1890

**Copy To:** The City of El Paso  
Attn: Economic Development Department Director  
P.O. Box 1890  
El Paso, TX 79950-1890

- N. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- O. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- P. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will be used to contest appraisal values; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.
- Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

*(Signatures Begin on the Following Page)*

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF EL PASO, TEXAS:**

\_\_\_\_\_  
Dionne Mack City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brasgalla, Director  
Economic and International Development

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

*(Signatures Continue on the Following Page)*



## **EXHIBIT A**

### **Project Description**

Astroscale U.S. provides advanced on-orbit servicing and logistics that empower U.S. leadership in space. Working with national security agencies, civil agencies, and commercial operators alike, they help satellite operators fully realize the value and potential of their satellites.

Astroscale U.S.'s mission is aligned with a global vision: to secure the safe and sustainable use of space for the benefit of future generations. Astroscale U.S. designs, builds and operates cutting-edge on-orbit solutions tailored to our customers' needs, while drawing on Astroscale's worldwide network to accelerate innovation and delivery. Astroscale U.S. maintains full in-house engineering, development, and operations capabilities to ensure we meet the complex demands of today's most critical space missions.

Among various of Astroscale U.S. programs, Astroscale U.S. Inc. plans to conduct research and development support of its on-orbit servicing and logistics solutions.

**EXHIBIT B**

**Rent Subsidy**

The rent subsidy shall provide support for Office 118 and Office 119 over a five-year period. Both offices shall receive equal subsidy amounts each year. The table provides a year-by-year breakdown and the combined annual totals.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Office 118	\$630.00	\$630.00	\$630.00	\$630.00	\$630.00	\$3,150.00
Office 119	\$630.00	\$630.00	\$630.00	\$630.00	\$630.00	\$3,150.00
<b>Total</b>	<b>\$1,260.00</b>	<b>\$1,260.00</b>	<b>\$1,260.00</b>	<b>\$1,260.00</b>	<b>\$1,260.00</b>	<b>\$6,300.00</b>

**EXHIBIT C**

**Employment Requirement & Grant Payment Eligibility**

**SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS**

Applicant shall create and maintain the Full-Time Employment positions at the Median County Wage by December 31 of each full tax year during the Grant Period.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Jobs retained	0	4	7	10	13
Jobs created	4	3	3	3	3
<b>Total</b>	<b>4</b>	<b>7</b>	<b>10</b>	<b>13</b>	<b>16</b>

**SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS**

After Year 1, the Applicant must retain the total amount of Full-Time Employment positions shown for the remainder of the Grant Period. By Year 5, Applicant shall create 16 new full-time jobs of which will meet or exceed the current Median County Wage. Failure to meet Full-Time Employment requirements is not an Event of Default and will have no effect on Grant payment eligibility, provided that Applicant conducts a best-efforts approach to hiring and recruiting within the Term of the Agreement. The City, in its sole discretion shall determine what constitutes best efforts for purpose of this provision.

## EXHIBIT D

### Grant Submittal Package Form

**Astroscale U.S. Inc.** believes that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and signed by \_\_\_\_\_ of **Astroscale U.S. Inc.** Pursuant to the Agreement, **Astroscale U.S. Inc.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted: Electronically to Email: [EdCompliance@elpasotexas.gov](mailto:EdCompliance@elpasotexas.gov)

1. Completed Grant Submittal Package Form
2. [INITIAL GRANT SUBMITTAL ONLY] Form 1295 Certificate
3. If Applicable – Property tax payment receipts showing proof of payment for tax year.
4. Documentation to evidence Lease Rent Cost that include the following
  - a. Landlord Lease Invoice(s) for the applicable reimbursement period
  - b. Proof of Payment (e.g., canceled check, ACH confirmation, wire transfer receipt, or bank statement showing the cleared transaction)
5. Documentation to evidence Skills Training Grant expenditures that include the following
  - a. Training Materials
  - b. Training Equipment
  - c. Monthly Courses
  - d. Certifications
  - e. Trainer Salaries
6. Job Certification Report Spreadsheet with the following breakdown:
  - a. Employee Roster
    - Unique worker ID
    - Job Title
    - Hire Date
    - Termination Date
    - Job creation/retention status (new within reporting period vs. retained from prior reporting period)
    - Total Hours work in the applicable calendar year
    - Number of weeks worked in the applicable calendar year
    - Hourly wages or gross annual salary
    - Employment Status (full-time or part-time)
    - Percentage of medical insurance premium paid by employee
    - Percentage of medical insurance premium paid by Applicant
  - b. Insurance Benefits Packet
  - c. Employee Benefits Packet (PTO, vacation, sick leave, etc.)
  - d. 941 IRS Reports
7. Annual Report in accordance with Section 3.C.3

8. Other necessary documents as requested by the City of El Paso.

It is understood by *Astroscale U.S. Inc.* that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with. A Complete Submittal includes all documents listed on the Grant Submittal Package Form and other necessary documents as determined by the City Of El Paso.

*Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**EXHIBIT E**

**Lease Agreement**