

BUSINESS INVESTMENT AGREEMENT
FOR ECONOMIC DEVELOPMENT
RELATED TO AVAGO TECHNOLOGIES BUILDING 2 REMODEL AND BUILDING 4B
EXPANSION

THIS AGREEMENT is entered into this _____ day of _____, 2026, by and between the City of Fort Collins, Colorado, a home rule municipal corporation (the “City”), and Avago Technologies Wireless (USA) Manufacturing, LLC, a Delaware Company (“Avago”).

RECITALS

WHEREAS, Avago is the owner of property located at 4380 Ziegler Road in the City that is more fully described in Exhibit A and incorporated herein by this reference (the “Property”); and

WHEREAS, Avago has committed to redeveloping the Property by retrofitting Building 2 on the Property to include a 26,000 square foot clean room remodel and the expansion of Building 4, a 38,000 square foot expansion wafer fabrication facility (“Building 4B”) within that building (the “Project”); and

WHEREAS, the building on the Property to be retrofitted is known as Building 2 and the building on the Property to be expanded is known as Building 4B are both identified on Exhibit A as BLDG 2 and BLDG 4B; and

WHEREAS, this Project, which consists of the retrofitting of Building 2 and the expansion of Building 4B, will enable the City to better maintain its place as the regional business and manufacturing center of Northern Colorado in the face of competing facilities that could otherwise draw significant employment opportunities away from the Fort Collins community; and

WHEREAS, Avago estimates that its total investment in the Project will be \$1.5 billion (including both construction and equipment purchases) and will create approximately 100 jobs earning salaries ranging from \$66,000 to \$135,000 annually, and which will provide significant economic benefit to the community at large; and

WHEREAS, the City’s Economic Development Department estimates that the Project will generate a substantial increase in tax revenue for the City with the capital expansion consisting of approximately: (i) \$554,000,000 in taxable construction purchases subject to sales and use tax; and (ii) \$946,000,000 in taxable manufacturing, automation, and research and development equipment purchases subject to sales and use tax; and

WHEREAS, according to the research and analysis of the Economic Development Department, the successful construction of this Project will prevent high-paying primary jobs from leaving Fort Collins to other sites; and

WHEREAS, according to the Economic Development Department, the Project will bring a type of chip manufacturing to the City that has primarily occurred off-shore; and

WHEREAS, Avago has requested that the City enter into a business investment agreement for economic development; and

WHEREAS, based on Avago's representations that the Project will (i) expand the current high-quality wafer fabrication facility that will be owned and operated by Avago, (ii) generate new primary jobs, and (iii) have a reasonable expectation of long-term operations in the City; and

WHEREAS, in order to encourage the Project, the City Council has determined, through the adoption of Resolution 2026-116 on October 6, 2026, that it is in the best interests of the City to provide a package of financial assistance for the Project consisting of two components: the rebate by reimbursement of new sales and/or use tax revenues generated by the Project to retrofit and expand Buildings 2 and 4B by purchase or acquisition of Eligible Construction materials, to install Eligible Equipment therein, and to incur Eligible Expenses for the Project; and

WHEREAS, the City Council has further determined, through the adoption of Resolution 2026-116, that providing financial assistance described in this Agreement to Avago will serve the important public purposes of increasing employment in the City, stabilizing and improving the long-term tax base of the City, and providing additional economic development benefits to the City; and

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows.

SECTION 1. DEFINITIONS

Abatement Equipment means any equipment used to eliminate, prevent, or reduce air or water pollutants emitted resulting from the manufacturing process. This includes, but is not limited to, acid scrubbers, thermal oxidizers, volatile organic compounds ("VOC") abatement systems, point-of-use abatement, and industrial wastewater neutralization systems.

Application for Project Rebates means the application process for Project Rebates using City approved forms consistent with the form attached as Exhibit B. An Application for Project Rebates is the exclusive process for Project Rebates, in lieu of any application per Code Section 25-65.

Automation Equipment means control systems, sensors, software, robotic arms, and other technologies and systems to perform a specific function or task with minimal human intervention.

Avago means Avago Technologies Wireless (U.S.A.) Manufacturing, LLC, a Delaware Company.

Building 2 and Building 4B mean those buildings identified as BLDG 2 and BLDG 4B on Exhibit A, attached hereto.

Charter means the Home Rule Charter of the City.

City means the City of Fort Collins, Colorado, a home rule municipal corporation.

Climate Control Systems means heating, ventilation, and air conditioning systems to regulate the indoor environment.

Code means the Code of the City of Fort Collins.

Development Agreement means, as applicable, that agreement which is required when plans, profiles and specifications have been approved by the City pursuant to the Land Use Code.

Eligible Construction Materials has the same meaning as “construction materials” is defined in Code Section 25-71 that are necessary for the Project.

Eligible Equipment and Expenses means Manufacturing Equipment installed or delivered to the Property no later than December 31, 2036, R&D Expenses, Abatement Equipment, Climate Control Systems, and Automation Equipment that are necessary for the Project.

Land Use Code means the Fort Collins Land Use Code.

Manufacturing has the same meaning as “manufacturing” is defined in Code Section 25-71.

Manufacturing Equipment has the same meaning as “manufacturing equipment” is defined in Code Section 25-71.

Project means Avago’s retrofit of the existing Building 2 and the expansion of Building 4B for use as Wafer Fabrication Facilities.

Project Rebate means the amount of remitted or paid Project Taxes to be rebated by the City to Avago, pursuant to Section 3 of the Agreement for Eligible Equipment and Expenses and Section 4 of the Agreement for Eligible Construction Materials, and applies only to those Project Taxes that are collected from unrestricted and undedicated rates, per Code Section 25-75; Project Rebates are provided, by definition, as being in lieu of rebates or payments per Code Section 25-67 and 25-68.

Project Taxes means the amount of sales and use tax owed to the City for purchases or acquisitions by Avago of Eligible Construction Materials or Eligible Equipment and Expenses.

Wafer Fabrication Facilities means an approximately 26,000 square foot Wafer fabrication facility retrofitted in Building 2 and an approximately 38,000 square foot Wafer fabrication facility expansion in Building 4B as a result of the Project.

Research and Development Expenses (“R&D Expenses”) means the purchase or acquisition of tangible personal property by Avago for the purposes of the development, refinement, testing, marketing, and commercialization of Wafers before commercial sales thereof have begun.

Wafer means a semiconductor disc.

SECTION 2. REPRESENTATIONS AND COVENANTS

2.1. The City represents and covenants that:

- 2.1.1. The City is a home rule municipal corporation of the State of Colorado.
- 2.1.2. There is no litigation or administrative proceeding pending or, to the knowledge of the City, threatened, seeking to question the authority of the City to enter into or perform this Agreement.
- 2.1.3. The City reasonably believes that it has the authority, and assuming such authority, the City Council has properly and regularly authorized the City to enter into the Agreement.

2.2. Avago represents and covenants that:

- 2.2.1. Avago is a company, duly organized and validly existing under the laws of the State of Colorado, is authorized to do business in the State of Colorado, is not in violation of any provisions of its organizational documents or, to its knowledge, the laws of the State of Colorado.
- 2.2.2. Avago has the power and legal right to enter into the Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action, which Agreement will be enforceable against Avago in accordance with its terms.
- 2.2.3. The consummation of transaction contemplated by this Agreement will not violate any provision of the governing documents of Avago or, to its knowledge, constitute a default or result in the breach of any term or provision of any contract or agreement to which Avago is a party or by which it is bound.
- 2.2.4. To its knowledge, there is no litigation, proceeding, or investigation contesting the power of authority of Avago with respect to the Project or this Agreement, and Avago is unaware of any such litigation, proceeding, or investigation has been threatened.

- 2.2.5. Avago acknowledges that the Project Rebates in this Agreement are the exclusive manufacturing equipment use tax rebate for the Project, in lieu of the City's rebate program pursuant to Division 5 of Article II, Chapter 25 of the Code.
- 2.2.6. Avago will submit a Site Plan to the City in accordance with all applicable procedures set forth in the Land Use Code. Avago will redevelop the Property with appropriate care and diligence and cause the Project to be constructed in a manner consistent with the Site Plan, as approved in accordance with the Land Use Code.
- 2.2.7. In retrofitting and expanding Building 2 and Building 4B, Avago will comply with all applicable zoning and land use requirements and other applicable federal, state, county, and City statutes, rules, regulations and ordinances.
- 2.2.8. Avago intends to operate, or cause to operate, Building 2 and Building 4B as a high-quality Wafer Fabrication Facilities for a period of not less than ten years following the earlier date of the issuance of a certificate of occupancy or letter of completion of a phase of construction from the City for each Building 2 and Building 4B or December 31, 2036.
- 2.2.9. Avago will cooperate with the City in taking reasonable actions to defend against any litigation brought by a third party concerning the Project or this Agreement.

SECTION 3. PROJECT REBATES FOR ELIGIBLE EQUIPMENT AND EXPENSES

- 3.1. The City will collect the sales and use taxes for Eligible Equipment and Expenses purchased or acquired by Avago for the Project in the same manner as the City collects other sales and use taxes owed to the City. Nothing in this Agreement will be construed as imposing upon the City any obligation to exert special efforts in the collection of these revenues.
- 3.2. To the extent permitted by the constitution and laws of the State of Colorado and the Charter, the City will rebate to Avago a portion of the Project Taxes remitted or paid for the purchase or acquisition of Eligible Equipment and Expenses as Project Rebates under the terms and conditions of this Section 3 and Agreement. Project Rebates for Eligible Equipment and Expenses may only be made from the portions of Project Taxes collected from the unrestricted and undedicated City sales and tax rates, per Code Section 25-75.

3.3. The City will provide Avago maximum Project Rebates of twenty-five percent (25%) of Project Taxes remitted or paid (unrestricted and undedicated portions) for Manufacturing, R&D Expenses, Climate Control Systems, and Automation Equipment that are necessary for the Project, and one hundred percent (100%) for Abatement Equipment that is necessary for the Project, in an amount not to exceed a total of six million nine hundred fifty-seven thousand (\$6,957,000) for Eligible Equipment and Expenses purchased or acquired for the period beginning the date of execution of this Agreement and ending on December 31, 2036: the "Maximum EE&E Rebate."

3.4. Avago shall apply for Project Rebates for Eligible Equipment and Expenses in accordance with the provisions of this Agreement and this Section 3, including this Subsection 3.4.

3.4.1. Project Rebates are based, in part, on Avago meeting its targeted employment, which will increase and maintain employment opportunities within the City. Specifically, Avago has agreed that it will meet a minimum target for employment for Avago's Wireless Services Division (WSD), within the City, of 1,115 employees, including External Temporary Workers ("Employees"). Until Avago's WSD employment levels have reached its pledge of meeting 1,115 Employees within the City in accordance with paragraph 3.4.2., by December 31, 2033, the City shall retain a total amount not to exceed \$500,000 (the "Retention") from Project Rebates for Eligible Equipment and Expenses for purchases or acquisitions thereof. Avago and the City agree that the Retention is a one-time cumulative holdback applied across initial rebate claims until satisfied, and is not a recurring or annual deduction.

3.4.2. The Retention for paragraph 3.4.1. is \$500,000; the City may not release the Retention to Avago until employment pledges have been met; provided, however, that the Retention shall be released to Avago on a pro-rata basis in increments of One Hundred Thousand Dollars (\$100,000) for each twenty percent (20%) increment achieved toward the net increase required to reach 1,115 Employees from the baseline headcount as of the execution date of this Agreement. Any remaining balance of the Retention shall be released immediately to Avago upon achieving 1,115 Employees.

3.4.3. A sample application form for Project Rebates for Eligible Equipment and Expenses is attached hereto as Exhibit B. The City will also provide an employment report form to Avago, which must be filed with any Application for Project Rebates for Eligible Equipment and Expenses.

3.4.4. Avago must file Applications for Project Rebates for Eligible Equipment and Expenses, and supporting documentation, on forms provided by the City, per the schedule below.

EE&E: Purchased or Acquired by Avago	Avago Application & Documentation Deadline	City Verification	First Reading of Appropriation to begin Payment Process
Signed agreement – December 31, 2026	March 31, 2027	March 31, 2027 – October 31, 2027	First Reading of appropriation Ordinance by October 31, 2027
January 1, 2027 – December 31, 2027	March 31, 2028	March 31, 2028 – October 31, 2028	First Reading of appropriation Ordinance by October 31, 2028
January 1, 2028 – December 31, 2028	March 31, 2029	March 31, 2029 – October 31, 2029	First Reading of appropriation Ordinance by October 31, 2029
January 1, 2029 – December 31, 2029	March 31, 2030	March 31, 2030 – October 31, 2030	First Reading of appropriation Ordinance by October 31, 2030
January 1, 2030 – December 31, 2030	March 31, 2031	March 31, 2031 – October 31, 2031	First Reading of appropriation Ordinance by October 31, 2031
January 1, 2031 – December 31, 2031	March 31, 2032	March 31, 2032 – October 31, 2032	First Reading of appropriation Ordinance by October 31, 2032
January 1, 2032 – December 31, 2032	March 31, 2033	March 31, 2033 – October 31, 2033	First Reading of appropriation Ordinance by October 31, 2033
January 1, 2033 – December 31, 2033	March 31, 2034	March 31, 2034 – October 31, 2034	First Reading of appropriation Ordinance by October 31, 2034
January 1, 2034 – December 31, 2034	March 31, 2035	March 31, 2035 – October 31, 2035	First Reading of appropriation

			Ordinance by October 31, 2035
January 1, 2035 – December 31, 2035	March 31, 2036	March 31, 2036 – October 31, 2036	First Reading of appropriation Ordinance by October 31, 2036
January 1, 2036 – December 31, 2036	March 31, 2037	March 31, 2037 – October 31, 2037	First Reading of appropriation Ordinance by October 31, 2037

The City shall make reasonable efforts to make payment of all approved Project Rebates to Avago, per Section 3 and the Agreement by initiating an Automated Clearing House (ACH) payment within thirty (30) calendar days after the effective date of a Project Rebate appropriation Ordinance. Per Article II, Section 7 of the City Charter, the effective date of an ordinance is ten days after second reading and final passage by Council. To facilitate expedited payment, Avago will take the typical actions necessary to process expedited payments from the City, including the establishing payment by ACH, registering as a “vendor” with the City, and filing Form W-9.

SECTION 4. PROJECT REBATES FOR ELIGIBLE CONSTRUCTION MATERIALS

4.1 The City will collect the sales and use taxes for the Eligible Construction Materials purchased or acquired by Avago for the Project in the same manner as the City collects other sales and use taxes owed to the City. Nothing in this Agreement will be construed as imposing upon the City any obligation to exert special efforts in the collection of these revenues.

4.2 To the extent permitted by the constitution and laws of the State of Colorado and the Charter, the City will rebate to Avago a portion of the Project Taxes remitted or paid for the purchase or acquisition of Eligible Construction Materials as Project Rebates under the terms, conditions, and application processes of this Section 4 and the Agreement. Project Rebates for Eligible Construction Materials may only be made from the portions of Project Taxes collected from the unrestricted and undedicated City sales and tax rates, per Code Section 25-75.

4.3 The City will provide Avago maximum Project Rebates of twenty-five percent (25%) of Project Taxes remitted or paid (unrestricted and undedicated portions only) for Eligible Construction Materials, not to exceed a total of One Million Nine Hundred Seventy-Four Thousand (\$1,974,000) for Eligible Construction Materials purchased or acquired for the period beginning the date of execution of this Agreement and ending on the earlier of issuance of evidence from the City approval or certification of completion by Avago of a construction for core, shell, and build-out phases: the “Maximum ECM Rebate.”

4.4 Avago acknowledges that the issuance of certificate of occupancy or letter of completion for a construction phase for Building 2 and Building 4B is a condition precedent to be eligible for Project Rebates for Eligible Construction Materials for each building, respectively. The City is not obliged to pay Project Rebates for Project Taxes collected for purchases or acquisitions of Eligible Construction Materials if a certificate of occupancy or letter of completion for a construction phase for Building 4B or Building 2 for each building is not issued by December 31, 2036.

4.5 Avago must file Applications for Project Rebates for Eligible Construction Materials, with sample forms for Project Taxes remitting or paid for Eligible Construction Materials attached hereto as Exhibit C, and supporting documentation, per the schedule below when a construction phase for each building is completed, when a certificate of occupancy or letter of completion is issued. An Application is not necessary for period in which a construction phase has not been completed. In addition to the schedule below, upon final construction project reconciliation for all phases, Avago may file a final Application for Project Rebates for Eligible Construction Materials by March 31st following the year in which the City finishes the final project reconciliation.

Construction Materials – if a construction phase is completed within the period specified	Avago Application & Documentation Deadline	City Verification & Appropriation	Payment Issuance
Signed agreement – December 31, 2026	March 31, 2027	March 31, 2027 – October 31, 2027	First Reading of appropriation Ordinance by October 31, 2027
January 1, 2027 – December 31, 2027	March 31, 2028	March 31, 2028 – October 31, 2028	First Reading of appropriation Ordinance by October 31, 2028
January 1, 2028 – December 31, 2028	March 31, 2029	March 31, 2029 – October 31, 2029	First Reading of appropriation Ordinance by October 31, 2029
January 1, 2029 – December 31, 2029	March 31, 2030	March 31, 2030 – October 31, 2030	First Reading of appropriation Ordinance by October 31, 2030
January 1, 2030 – December 31, 2030	March 31, 2031	March 31, 2031 – October 31, 2031	First Reading of appropriation

			Ordinance by October 31, 2031
January 1, 2031 – December 31, 2031	March 31, 2032	March 31, 2032 – October 31, 2032	First Reading of appropriation Ordinance by October 31, 2032
January 1, 2032 – December 31, 2032	March 31, 2033	March 31, 2033 – October 31, 2033	First Reading of appropriation Ordinance by October 31, 2033
January 1, 2033 – December 31, 2033	March 31, 2034	March 31, 2034 – October 31, 2034	First Reading of appropriation Ordinance by October 31, 2034
January 1, 2034 – December 31, 2034	March 31, 2035	March 31, 2035 – October 31, 2035	First Reading of appropriation Ordinance by October 31, 2035
January 1, 2035 – December 31, 2035	March 31, 2036	March 31, 2036 – October 31, 2036	First Reading of appropriation Ordinance by October 31, 2036
January 1, 2036 – December 31, 2036	March 31, 2037	March 31, 2037 – October 31, 2037	First Reading of appropriation Ordinance by October 31, 2037

The City shall make reasonable efforts to make payment of all approved Project Rebates to Avago, per Section 4 and the Agreement, by initiating an Automated Clearing House (ACH) payment within thirty (30) calendar days after the effective date of a Project Rebate appropriation Ordinance. Per Article II, Section 7 of the City Charter, the effective date of an ordinance is ten days after second reading and final passage by Council. To facilitate expedited payment, Avago will take the typical actions necessary to process expedited payments from the City, including the establishing payment by ACH, registering as a “vendor” with the City, and filing Form W-9.

SECTION 5. GENERALLY APPLICABLE REQUIREMENTS OR CONDITIONS

5.1 The City will collect the sales and use taxes for Eligible Equipment and Expenses or Eligible Construction Materials purchased or acquired by Avago or on behalf of Avago for the Project in the same manner as the City collects other sales and use taxes owed to the City. Nothing in this Agreement will be construed as imposing upon the City any obligation to exert special efforts in the collection of these revenues.

5.2 To the extent permitted by the constitution and laws of the State of Colorado and the Charter, the City will rebate to Avago a portion of the Project Taxes remitted or paid for the purchase or acquisition of Eligible Equipment and Expenses or Eligible Construction Materials as Project Rebates under the terms and conditions of this Agreement.

5.3 The City may only provide Avago with Project Rebates for purchases and acquisitions of Eligible Equipment and Expenses and Eligible Construction Materials for which Avago files a complete and timely Application, including supporting documentation. The City will not consider incomplete Applications and supporting documentation to be properly and timely filed; however, the City may not unreasonably reject an Application and supporting documentation as incomplete.

5.4 Project Taxes must have been paid or remitted to the City prior to Avago submitting an Application for the period specified, as evidenced by supporting documentation, to be eligible for Project Rebate. If Project Taxes are not paid or remitted, the City is not obliged under this Agreement to make associated Project Rebate payments.

5.4.1 To the extent the City determines, during subsequent verification of the Application, that a vendor failed to remit sales tax billed to Avago, the City will deny those unverifiable Project Taxes to Avago, as detailed on forms provided to Avago by the City, and Avago may then request Project Rebates for those unverified Project Taxes during the following year's rebate Application and the City, if verified and meet the other provisions of Sections 3 or 4 of this Agreement, will provide an out-of-cycle Project Rebate therefore, if sales taxes for those previously unverified Project Taxes are remitted to the City prior to the deadline for that subsequent Application.

5.5 To the extent that matters arise that are outside the control of Avago which impact its ability to meet the Application for Project Rebate deadlines specified in Sections 3 and 4 of this Agreement, Avago may submit a request for an extension for the Application filing deadlines to the City. Avago shall submit such extension requests by the Application deadline in Sections 3 and 4 of this Agreement for that specified period, as well as providing context for the circumstances necessitating the late filing. The City may not unreasonably deny Avago's request to extend a deadline to file an Application. Any extension the City grants for a late filing similarly extends the City's period to verify a late Application and to make payments after appropriation. Depending on the length of an extension granted to Avago, longer extension will also extend the City's verification and payment deadlines for the next period.

5.6 Notwithstanding the Maximum EE&E Rebate in Section 3 and the Maximum ECM Rebate in Section 4 of this Agreement, the City will not be required to pay to Avago any Project Rebates greater than Project Taxes actually remitted or paid to the City for the Project. Avago acknowledges that the generation of Project Taxes is entirely dependent on Avago investment of Eligible Equipment and Equipment and Eligible Construction Materials in the Project and Building 2 and Building 4B and agrees that the City is in no way responsible for the amount of Project Taxes actually collected.

5.7 The City, in its sole discretion, may pre-pay any amount of Project Rebates without prepayment penalties.

5.8 Interest earned, if any, on Project Taxes held by the City until payment of the Project Rebates is made to Avago will belong to the City.

5.9 Avago agrees to comply with all City codes, ordinances, resolutions and regulations, and to pay all taxes, fees and expenses due to the City under the Code, the City's Land Use Code or this Agreement, subject to any variances or modifications of standards that may be granted to Avago under the Code or the City's Land Use Code, and to comply with the terms and conditions of any Development Agreement. If Avago is in violation of the provisions of the Code, the City's Land Use Code, this Agreement or the Development Agreement pertaining to the Project, the City will provide written notice to Avago of such violation, and allow the Avago a period of ninety (90) days in which to cure such violation. The City may thereafter withhold any payments of Project Rebates due to Avago under this Agreement until such time as the violations are cured or abated. Notwithstanding anything to the contrary in this Agreement or any prior agreement, the City agrees that routine maintenance, repair, inspection, or operational matters arising under separate site, utility, or prior development agreements shall be addressed and resolved exclusively under the remedies provided in those respective underlying agreements and shall not constitute a default or violation under this Agreement, nor serve as grounds for withholding, conditioning, or delaying any Project Rebates hereunder.

5.10 In addition to the foregoing, the City, at its option, may, after the notice and after the expiration of the cure period if such violations have not been cured or abated, apply any Project Rebates that would otherwise be payable to Avago under this Agreement to any unpaid amounts theretofore due and payable to the City by Avago under this Agreement, the Code, the Land Use Code, or the Development Agreement, in which event Avago will be credited with the full amount of any such payments; provided, however, that the City shall not exercise any right of offset under this Section 5.8 for unliquidated, disputed, or routine maintenance claims arising under separate or prior agreements.

5.11 The parties agree that the obligations of the City do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The obligations of the City for payment of the Project Rebates under this Agreement are from year to year only and are subject to annual appropriation; these obligations do not constitute a mandatory payment obligation of the City in any fiscal year beyond the present fiscal year. This Agreement does not directly or indirectly obligate the City to make any payments of Project Rebates beyond those for which funds have been appropriated for any fiscal year in which this Agreement is in effect. The City Manager (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals and appropriation ordinances submitted to the City Council, in each year prior to expiration of this Agreement, amounts sufficient to meet its obligations hereunder, but only if it receives such amounts in the form of Sales and Use Tax Revenues, it being the intent, however, that the decision as to whether to appropriate such amounts is in the discretion of the City Council.

SECTION 6. RECORDS AND AUDITS

6.1. Avago must keep true, accurate and complete records of all Eligible Equipment and Expenses and Eligible Construction Materials purchased or used, which records will be available for inspection by the City without unreasonable delay and without expense. Further, the City will require Avago to submit all evidence of purchases for which sales tax has been collected and remitted by a retailer or vendor to the City; the City will not accept any rebate requests for which records of sales are not submitted, nor will it seek any records from third parties. Avago agrees that the City has the right, through its duly authorized agents or representatives, to examine all such records relating to a submitted Application upon ten (10) days' notice at all reasonable times, for the purpose of determining the accuracy and propriety of the financial representations which have been made by Avago. This right of review terminates three (3) years after the termination of the later of the City's payments of Project Rebates as provided in Sections 3 and 4 of this Agreement. In the event that the City becomes the custodian of any such records which may contain trade secrets or confidential or proprietary information, and are so marked, the City will, to the extent permitted by law, protect the confidentiality of such information and deny any request for inspection of such records.

6.2. The City will keep, or cause to be kept, true, accurate and complete records of all calculations relating to Project Taxes; interest credited to these amounts; the Project Rebates and

such other calculations, allocations and payments required by this Agreement, and will make such records available for inspection by Avago upon ten (10) days' notice at all reasonable times, to the extent permitted by law.

SECTION 7. RESTRICTIONS ON ASSIGNMENT

7.1. The qualifications of Avago are of particular concern to the City. Therefore, no voluntary or involuntary successor in interest of Avago shall acquire any rights or powers under this Agreement except as expressly set forth herein and Avago will not assign all or any part of this Agreement except as follows:

- 7.1.1. with the prior written approval of the City Council upon acquisition or sale of substantially all assets of Avago;
- 7.1.2. as collateral to a lender in connection with the financing of the Project;
- 7.1.3. after the City's payment obligations as described in Sections 3 and 4 of this Agreement have terminated; or
- 7.1.4. after notice to the City, per paragraph 7.2, from a parent company, subsidiary, affiliate, or successor entity resulting from a corporate reorganization or merger of such assignment, provided that such entity acknowledges in its notice to the City that it will assume all obligations of Avago under this Agreement..

7.2. Avago must notify the City within fifteen (15) days of any and all changes whatsoever in the identity of the parties in control of Avago, or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

SECTION 8. EVENTS OF DEFAULT; REMEDIES

8.1. Default or an event of default by Avago mean one or more of the following events:

- 8.1.1. Any representation or warranty made in this Agreement by Avago was materially inaccurate when made or shall prove to be materially inaccurate;
- 8.1.2. Avago assigns or attempts to assign this Agreement in violation of Section 7 of this Agreement; or
- 8.1.3. Avago fails to substantially observe or perform any other material covenant, obligation or agreement required under this Agreement.

8.2. Upon the occurrence of any event of default, the City shall provide written notice to Avago. Avago must immediately proceed to cure or remedy such default, and in any event, such default shall be cured within thirty (30) days after receipt of the notice, or such longer time

as the City and Avago agree in writing. Upon the failure of Avago to so cure any such default, the City shall have all remedies available to it, in law or in equity, excluding specific performance.

8.3. Default or an event of default by the City shall mean one or more of the following events:

- 8.3.1. Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate;
- 8.3.2. The City fails to pay the Project Rebates as and when provided in this Agreement (except to the extent such failure is the result of the action, inaction or failure of Avago to document liability for, collect, account for or pay the Project Taxes or other taxes or fees due to the City).
- 8.3.3. The City fails to pay or perform any other material covenant, obligation or agreement required of it under this Agreement.

8.4. Upon the occurrence of any event of default, Avago will provide written notice to the City. The City must immediately proceed to cure or remedy such default, and in any event, such default shall be cured within thirty (30) days after receipt of the notice, or such longer time as the City and Avago agree in writing. Upon the failure of the City to so cure any such default, Avago will have all remedies available to it, in law or in equity, including, but not limited to, specific performance.

SECTION 9. NOTICES

9.1. All notices required or permitted hereunder shall be in writing and shall be effective upon mailing, deposited in the United States Mail, postage prepaid, and addressed to the intended recipient as follows. Any party can change its address by written notice to the other given in accordance with this paragraph.

- 9.1.1. City of Fort Collins: City of Fort Collins
Attention: City Manager
300 LaPorte Avenue
Fort Collins, CO 80522-0580
- 9.1.2. With a copy to: City of Fort Collins
Attention: City Attorney
300 LaPorte Avenue
Fort Collins, CO 80522-0580
- 9.1.3. Avago: Avago Technologies
Attention: General Counsel
350 W. Trimble Road

San Jose, California 95131

9.1.4. With a copy to: Carrie Pelton
Avago Technologies
4380 Ziegler Rd.
Fort Collins, CO 80525

SECTION 10. MISCELLANEOUS

10.1. Binding Effect. This Agreement inures to the benefit of and is binding upon the City and Avago and Avago's assignees which are permitted pursuant to Section 7 of this Agreement.

10.2. No Third-Party Beneficiaries. The City is not obligated or liable under the terms of this Agreement to any person or entity not a party hereto except any assignee permitted pursuant to Section 7 of this Agreement. Further, the City is not bound by any contracts or conditions that Avago may negotiate with third parties related to the Project.

10.3. Interpretation, Jurisdiction and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado govern the validity, construction, enforcement and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder will be in the Larimer County, Colorado District Court.

10.4. Entire Agreement. This Agreement embodies the whole agreement of the parties concerning financial assistance by the City for the Project. Although it is anticipated there will be at least one other agreement governing general development issues related to the Project, there are no promises, terms, conditions, or obligations other than those contained herein exist with respect to the financial assistance package. This Agreement supersedes all provisions, communications, representations, or agreement, either verbal or written, between the parties with respect to the financial assistance package.

10.5. Waiver of Breach. A written waiver by either party to this Agreement of the breach of any term or provision of this Agreement will not operate or be construed as a waiver or any subsequent breach by another party.

10.6. Article and Section Captions. The captions of the articles and sections of this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

10.7. City and Avago Not Partners. Notwithstanding any language in this Agreement, the City is not a member, partner, or joint venturer of Avago, and the City shall not be responsible for any debt or liability of Avago or its contractors or agents. Avago is not responsible for any debt or liability of the City or their contractors or agents.

10.8. Severability. If any portion or portions of this Agreement are determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby and will remain in full force and effect as if such illegal or unenforceable portion or portions did not exist. If all or any portion of the payments required by the terms of this Agreement are determined, by a court of competent jurisdiction in a final non-appealable judgment, to be contrary to public policy or otherwise precluded, and if the decision of such court clearly indicates how the payments may be made differently and in a manner that is legal, valid and enforceable, then the Parties will utilize their reasonable, best, good faith efforts to promptly restructure and/or amend this Agreement in accordance with such court decision, or to enter into a new agreement, to assure, to the extent legally permissible, that all payments are made to Avago as contemplated by this Agreement.

10.9. Originals. This Agreement may be simultaneously executed in any number of counterparts, each of which will be deemed original but all of which constitute one and the same Agreement.

10.10. Joint Draft. The parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

IN WITNESS WHEREOF, the City and Avago have executed this Agreement as of the date first above written.

Signatures on following page.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
City Manager

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

Manufacturing LLC

Avago Technologies Wireless (USA)
a Delaware corporation

By: _____
Name and title

EXHIBIT A

PROPERTY DESCRIPTION:

LOT 2, PRESTON—KELLEY 2ND SUBDIVISION, AS PER THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AT RECEPTION NO. 99093260, COUNTY OF LARIMER, STATE OF COLORADO.

A TRACT OF LAND BEING PART OF PRESTON—KELLEY SUBDIVISION AND BEING LOCATED IN THE SOUTHWEST QUATER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUATER OF SECTION 33, BEING MONUMENTED AT THE SOUTHWEST CORNER BY A LARIMER COUNTY BRASS CAP, AND AT THE WEST QUATER CORNER BY A ALUMINUM CAP STAMPED (LS 17497) WITH A LINE BETWEEN ASSUMED TO BEAR SOUTH 00°00'11" WEST, AND WITH ALL BEARINGS HEREIN RELATIVE THERETO.

COMMENCING AT THE WEST QUATER CORNER OF SAID SECTION 33, THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUATER SOUTH 00°00'11" WEST 381.60 FEET, THENCE DEPARTING SAID WEST LINE, NORTH 89°50'11" EAST 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY FOR SOUTH COUNTY ROAD 9 (AKA: ZIEGLER ROAD) SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, PRESTON—KELLEY 2ND SUBDIVISION, AND THE **POINT OF BEGINNING**; THENCE ALONG THE NORTH LINE OF SAID LOT 2 THE FOLLOWING THREE (3) COURSES: 1) NORTH 89°50'11" EAST 1152.66 FEET; 2) SOUTH 45°09'49" EAST 70.71 FEET; 3) NORTH 89°50'11" EAST 150.25 FEET TO THE NORTHEAST CORNER OF LOT 2, ALSO BEING THE NORTHWEST CORNER OF LOT 1, SAID PRESTON—KELLEY 2ND SUBDIVISION, THENCE ALONG THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 2, THE FOLLOWING EIGHTEEN (18) COURSES: 1) SOUTH 00°09'49" EAST 510.80 FEET; 2) NORTH 90°00'00" EAST 206.87 FEET; 3) SOUTH 00°15'16" WEST 197.99 FEET; 4) SOUTH 38°46'40" EAST 43.84 FEET; 5) SOUTH 00°19'44" WEST 34.65 FEET; 6) SOUTH 89°35'37" EAST 56.33 FEET; 7) SOUTH 00°19'44" WEST 74.32 FEET; 8) SOUTH 89°38'43" EAST 73.00 FEET; 9) SOUTH 00°21'35" WEST 276.48 FEET; 10) NORTH 89°27'02" WEST 132.76 FEET; 11) SOUTH 39°23'29" WEST 95.28 FEET; 12) NORTH 89°40'59" WEST 47.66 FEET; 13) SOUTH 00°23'51" WEST 180.46 FEET; 14) NORTH 90°00'00" WEST 64.17 FEET; 15) SOUTH 00°08'54" WEST 135.19 FEET; 16) SOUTH 87°12'54" WEST 86.71 FEET; 17) SOUTH 22°02'40" WEST 345.23 FEET; 18) SOUTH 00°01'49" EAST 262.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE FOR HARMONY ROAD AS DESCRIBED AT BOOK 1814 PAGE 777 OF THE CLERK AND RECORDERS OFFICE OF LARIMER COUNTY, THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, 1) SOUTH 89°58'11" WEST 533.97 FEET, THENCE 2) NORTH 87°50'49" WEST 131.20 FEET TO THE BEGINNING OF A CURVE, THENCE 3) WESTERLY 502.23 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 5,810.00 FEET, A CENTRAL ANGLE OF 4°57'11", AND BEING SUBTENDED BY A CHORD BEARING SOUTH 87°29'41" WEST 502.10 FEET, THENCE 4) NORTH 47°42'49" WEST 34.67 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY FOR SOUTH COUNTY ROAD 9, THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°00'11" EAST 2143.51 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL CONTAINS 70.101 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR EXISTING.

EXHIBIT B

[Eligible Equipment and Expenses – Form]



Finance & Strategic Services
 Sales Tax Dept.
 215 North Mason St., 2nd Floor
 PO Box 580
 Fort Collins, CO 80522

**Economic Development - Sales & Use Tax Rebate Application
 Project Rebates for Eligible Equipment and Expenses
 2026 Incentive Agreement between the City and Avago**

For Year:	<u>2026</u>	Application Due Date	<u>March 31, 2027</u>
Company Name	_____	Fort Collins Account Number	_____
Mailing Address	_____	Contact Person	_____
	_____	Phone Number	_____
	_____	Email Address	_____

APPLICATION INFORMATION

1. The following information is required for the rebate process. Per the 2026 Business Incentive Agreement, incomplete or untimely forms, and supporting documentation, are considered not properly submitted and will not be processed.
2. All financial information contained in this application will be confidential pursuant to City Code § 25-166 and applicable law.
3. All definitions, terms, and conditions for Project Rebates for Eligible Equipment and Expenses from the 2026 Business Incentive Agreement, which establishes and governs these Project Rebates, are incorporated herein by reference.
4. Avago has agreed to submit documentation, whether sales tax was remitted to the City on its behalf by third-parties, or whether Avago made payment on its own behalf for any use tax obligations to the City.

Project Information:
Briefly describe project operations (if manufacturing activity has not commenced, please enter "N/A"):
Square footage for the Project facility (if construction is not complete, please enter "N/A"):
Square footage of entire Fort Collins facility (if construction is not complete, please enter "N/A"):

Employee Information:	
Number of full time equivalent employees as of January 1, 2026:	Median Annual Wage:
Number of full time equivalent employees as of December 31, 2026:	Median Annual Wage:
Number of temp., seasonal & contract employees of December 31, 2026:	Median Annual Wage:

Rebate Information:
Purchase price of Eligible Equipment purchased in 2026:
Amount of Rebate requested:

**Economic Development - Sales & Use Tax Rebate Application
Project Rebates for Eligible Equipment and Expenses
2026 Incentive Agreement between the City and Avago**

OTHER INFORMATION

- This application is for new equipment purchases per the 2026 Avago Incentive Agreement.
- Consumable supplies should not be included in the submission, unless the definition of Eligible Equipment and Expenses from the 2026 Avago Incentive Agreement applies.
- You are required to submit copies of the invoices for which the rebate is requested. However, in the event there are questions regarding the eligibility of certain equipment, additional supporting documentation will be required.
- Documentation to submit :
 - 1 Completed project rebate application form
 - 2 Completed equipment declaration form provided by the City (Excel format)
 - 3 Equipment purchase invoices that detail what was purchased and the amount paid, including separately
 - 4 Use tax return schedules that tie to the return(s) including a clear indicator of the use tax paid to the City on eligible equipment, if applicable.
- You must provide a list of the manufacturing equipment purchased that includes the following:
 - 1 Eligible Equipment and Expenses: Manufacturing, R&D, Abatement Tools
 - 2 Description of Eligible Equipment and Expenses; must be clear on each invoice or separate documentation
 - 3 Detailed explanation of how the Eligible Equipment and Expenses are used for the Project, based on the type listed.
 - 4 Invoice date
 - 5 Invoice number
 - 6 Vendor name
 - 7 Purchase price of the equipment
 - 8 Amount of purchase subject to Fort Collins tax
 - 9 Amount of Fort Collins sales tax paid to vendors, separately stated (legally imposed)
 - 10 Amount of Fort Collins use tax paid on company's Fort Collins sales/use return
 - 11 Return period Fort Collins use tax was paid to the City of Fort Collins (if applicable)
- Applications must be submitted no later than March 31, 2027.
- Submit applications and supporting documentation to: salestax@fcgov.com
- For specific questions regarding this rebate, contact the Program Administration at salestax@fortcollins.com
- For general sales and use tax questions, contact the Sales Tax Office at salestax@fcgov.com or (970) 221-6780.

**Economic Development - Sales & Use Tax Rebate Application
Project Rebates for Eligible Equipment and Expenses
2026 Incentive Agreement between the City and Avago**

I hereby authorize the City to review and consider sales and use tax records, vendor records, contracts and other information available regarding the company's eligibility for a rebate under this program. I further authorize the City to publish or release the information contained in this application to the public, as well as information regarding any rebates issued to the company under this rebate program.

I certify to the best of my actual knowledge, after reasonable investigation, that the company requesting this rebate is in compliance with all Federal, State, and local laws and regulations for the manufacturing facility located in Fort Collins. I also certify, to the best of my actual knowledge, after reasonable investigation, that the company is current with all City contractual, payment, and sales and use tax obligations.

I declare under penalty of perjury that this claim (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is true and made in good faith for the purposes stated in the 2026 Avago Incentive Agreement. Further, I represent and warrant that I have the necessary authority to execute this application on behalf of the company, and to make the above certifications, authorizations, and declaration.

I acknowledge that, per City Code, and without taxpayer action other than providing email addresses for a taxpayer representative or contact, the City is authorized to communicate with and provide notice to taxpayers by electronic mail.

Signature of Taxpayer

Title

Date

EXHIBIT C

[Eligible Construction Materials – Form]

CONSTRUCTION MATERIALS TAX REBATE APPLICATION

Project Rebates for Eligible Construction Materials
2026 Incentive Agreement between the City and Avago

Application Due Date: _____

General Contractor: _____ Sales Tax License #: _____

Contact: _____ Phone: _____

Project Title/Description: _____ Email: _____

Project Address: _____ Building Permit _____

Application Information

1. The following information is required for the rebate process. Per the 2026 Business Incentive Agreement, incomplete or untimely forms, and supporting documentation, are considered not properly submitted and will not be processed.
2. All financial information contained in this application will be confidential pursuant to City Code § 25-166 and applicable law.
3. All definitions, terms, and conditions for Project Rebates for Eligible Construction Materials from the 2026 Business Incentive Agreement, which establishes and governs these Project Rebates, are incorporated herein by reference.
4. Avago has agreed to submit documentation, whether sales tax was remitted to the City on its behalf by third-parties, or whether Avago made payment on its own behalf for any use tax obligations to the City.

Documentation to submit:

1. Completed project Construction Materials Tax Application form
2. Completed project cost reconciliation form (Excel format).
3. Invoices that detail what was purchased and Fort Collins taxes paid directly to the vendor (for credit). In the event there are questions regarding the eligibility of a rebate request for certain Construction Materials, additional supporting documentation will be required.
4. Use tax return schedules that tie to the return(s) including a clear indicator of the use tax remitted to the City on construction materials and copy of the invoice that details what was purchased.

Other Information

Avago is required to provide documentation to support all figures reported on the Project Cost Report including the final contract amount (Contractor final AIA or similar documentation). All questions on the project will be to Avago directly, not the contractor or any other parties involved in the project.

If multiple permits are included in the project, a list of permits including original valuations, Fort Collins use tax deposit amount, and certificate of occupancy or letter of completion dates (if applicable) should be provided.

Items purchased for use on this project (such as rentals, tools and supplies) are subject to City sales and use tax. If a City sales tax was not paid on these items at the time of purchase, the end user of these items is required to remit a use tax to the City of Fort Collins.

Instructions for Construction Materials Tax Application

Line 1: Job valuation listed on the building permit(s).

Line 2: The total amount billed on this project should include profit and overhead.

Line 3: Final material costs

- Actual cost of materials purchased by all parties (general contractor, owner, and subcontractor). This figure should include any materials in which Fort Collins sales tax has already been paid.
- [Affidavits](#) are required from subcontractors.

Line 4: Actual amount of tax due for materials used on project.

Line 5: Amount of City of Fort Collins use tax paid on the building permit.

Line 6: Amount of City of Fort Collins sales tax paid directly to the vendor by general contractor, owner, or subcontractor. Invoices must be provided in order to verify City of Fort Collins sales tax was paid. These materials should be included in Line 3 above.

Line 7: Add line 5 and 6 together.

Line 8: If line 7 (amount of City of Fort Collins tax paid) is greater than line 4 (actual tax due), enter the difference between the two lines to determine if a refund is due from the project.

Line 9: If line 4 (actual tax due) is greater than line 7 (amount of City of Fort Collins tax paid), enter the difference between the two lines to determine the additional amount of tax due for the project.

Final Construction Project Information

1. Original job valuation listed on permit(s)	\$ _____
2. Total final contract amount	\$ _____
3. Final construction material costs (net of taxes)	\$ _____
4. Actual tax due - line 3 x 4.35%	\$ _____

5. City of Fort Collins use tax deposit(s) paid on permit	\$ _____
6. City of Fort Collins sales tax paid directly to vendor	\$ _____
7. City of Fort Collins use tax remitted to the City directly	\$ _____
8. City of Fort Collins sales tax remitted to the City directly	\$ _____
9. Amount of City of Fort Collins tax paid: Add line 5 through	\$ _____

If line 9 is greater than line 4, proceed to line 10. If line 9 is less than line 4, proceed to line 11.

10. Overpayment of tax	
Line 9	\$ _____
Line 4	\$ _____
Difference – Refund due	\$ _____

11. Underpayment of tax	
Line 4	\$ _____
Line 9	\$ _____
Difference – Additional tax due	\$ _____

Rebate Calculation

12. Line 4 x 2.85% / 4.35%	\$ _____
Final Rebate Amount - Line 12 x 25%	\$ _____

Other Information

The project cost reconciliation must include the following:

1. The Permits Tab must list all permits included in the project and provide the following detail by permit:
 - a) Permit #
 - b) Certificate of occupancy or letter of completion date (C/O date)
 - c) Project valuations
 - d) City taxes paid on permit
 - e) Description of work completed
2. The Details Tab must include the following:
 - a) Contractor or Subcontractor Name
 - b) Scope of work completed
 - c) Full contract amount, including change orders
 - d) Labor, not including fabrication labor
 - e) Fabrication labor
 - f) Construction materials amount
 - g) Any other items included in the full contract amount (e.g. tools, rentals, temporary fencing...)

Additionally, if requesting credit for Fort Collins taxes paid to a vendor or use tax remitted on a Fort Collins sales/use tax return, including:

- a) Total tax paid to vendor or remitted on Fort Collins returns
- b) Fort Collins taxes paid to vendors directly or remitted on Fort Collins returns
- c) Vendor Name
- d) Vendor name
- e) Copy of detailed receipt which includes the construction materials purchased and tax paid.
- f) Use tax return schedules that tie to the return(s) including a clear indicator of the use tax remitted to the City on construction material (if applicable)

Include a copy of a job cost summary report outlining total costs for the project.

If additional tax is due, payment must be mailed along with a project payment form (provided by the City).

Submit applications and supporting documentation to: salestax@fcgov.com

Final project certificate of occupancy or letter of completion date included in rebate Application submissions.

For specific questions regarding this rebate, contact the Program Administration: salestax@fortcollins.com

Project Rebates for Eligible Construction Materials
2026 Incentive Agreement between the City and Avago

I hereby authorize the City to review and consider sales and use tax records, vendor records, contracts and other information available regarding the company's eligibility for a rebate under this program. I further authorize the City to publish or release the information contained in this application to the public, as well as information regarding any rebates issued to the company under this rebate program.

I certify to the best of my actual knowledge, after reasonable investigation, that the company requesting this rebate is in compliance with all Federal, State, and local laws and regulations for the manufacturing facility located in Fort Collins. I also certify, to the best of my actual knowledge, after reasonable investigation, that the company is current with all City contractual, payment, and sales and use tax obligations.

I declare under penalty of perjury that this claim (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief is true and made in good faith for the purposes stated in the 2026 Avago Incentive Agreement. Further, I represent and warrant that I have the necessary authority to execute this application on behalf of the company, and to make the above certifications, authorizations, and declaration.

I acknowledge that, per City Code, and without taxpayer action other than providing email addresses for a taxpayer representative or contact, the City is authorized to communicate with and provide notice to taxpayers by electronic mail.

Signature

Title

Date