

**STATE OF NORTH CAROLINA
COUNTY OF GUILFORD**

KOURY CORPORATION)	
)	
AND)	SUPPLEMENTAL AGREEMENT
)	TO THE LEGAL INSTRUMENTS
GUERRILLA RF, INC.)	EXECUTED TO OBTAIN
)	BUILDING REUSE PROGRAM
AND)	GRANT FUNDING
)	
GUILFORD COUNTY)	

THIS SUPPLEMENTAL AGREEMENT is made and entered into this the _____ day of _____, 2023, by and between Koury Corporation, a North Carolina corporation authorized to do business in North Carolina, (“Koury” or “Owner”); Guerrilla RF, Inc., a Delaware corporation authorized to do business in North Carolina, (“Guerrilla RF” or “Business”); and the County of Guilford, a North Carolina body politic and corporate (“Governmental Unit” or “County”).

WITNESSETH

WHEREAS, pursuant to Section 143B-472.127 and Section 143B-472.128 of the North Carolina General Statutes, the North Carolina Rural Infrastructure Authority (“Rural Authority”) has awarded to the County a building reuse program grant that will be administered by the North Carolina Department of Commerce (“Commerce”); and

WHEREAS, the County applied for this grant as part of an economic development project with Guerrilla RF, a manufacturer of Monolithic Microwave Integrated Circuits (MMICs) for the automotive, 5G infrastructure, and cellular booster markets; and

WHEREAS, the economic development project undertaken by the County and Guerrilla RF is focused on investment and job creation associated with Guerrilla RF’s proposed operational use of a previously vacant approximately 50,000 square foot facility located at 2000 Pisgah Church Rd. in Greensboro, North Carolina (the “Property”); and

WHEREAS, Koury owns the Property; and

WHEREAS, in order to access the funding (up to \$475,000.00) awarded to the County by the Rural Authority, the building reuse program grant award must be processed by the County as pass-through funding that is, in turn, loaned by the County to the owner of the Property, Koury; and

WHEREAS, the building reuse program money loaned by the County to Koury must be used in strict compliance with requirements and guidelines administered by Commerce that include specific investment as well as job creation and maintenance requirements; and

WHEREAS, the above-referenced requirements and guidelines are found in legal instruments executed by the County and Koury at the direction of Commerce, specifically including an instrument identified as the “Legally Binding Commitment, Private Owner” (the “LBC”); and

WHEREAS, with specific regard to any potential failure to satisfy the job creation and maintenance requirements imposed under the building reuse program, the liability of Koury for repayment of the funding administered by Commerce is stated, in part, in Paragraph 2(a) of the LBC as follows:

The Governmental Unit hereby loans to the Owner the sum of \$475,000 (the “Loan”). . . . The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner; and

WHEREAS, Paragraph 3(a) of the LBC provides as follows:

New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the 35 full-time jobs in North Carolina (“Baseline Number”) that the business reported having at the time of the application for the Project. The Owner agrees that the

Business shall be required to create and maintain in existence for six (6) consecutive months 50 New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs; and

WHEREAS, along with requiring the Owner to execute the above-referenced Promissory Note, Commerce “strongly encourages, but does not require,” the County to secure the funds loaned to the Owner with a Deed of Trust on the Property; and

WHEREAS, the County, Koury, and Guerrilla RF have jointly concluded that, in lieu of encumbering the Property with the Deed of Trust recommended by Commerce, it is mutually beneficial for the parties to agree that the County will not request grant funds from Commerce until the entirety of the investment requirements, including the 5% local government cash match (which shall be met by funds contributed by Koury and/or Guerrilla RF, not by funds from the County), as well as the job creation and maintenance requirements imposed upon Koury and Guerrilla RF as part of the building reuse program are satisfied and such satisfaction has been verified by Commerce; and

WHEREAS, by means of entering into this Supplemental Agreement, the County, Koury, and Guerrilla RF wish to formalize their mutual commitments, above and beyond, but not in contradiction to, the legal instruments mandated by Commerce for the successful utilization of the building reuse program grant funding awarded by the Rural Authority to the County and administered by Commerce.

NOW, THEREFORE, in consideration of the benefits received by Koury and Guerrilla RF as a consequence of the County’s decision to not encumber the Property with a Deed of Trust and the additional benefits to all of the parties from the mutual covenants exchanged between the parties hereto, it is agreed as follows:

1. The County, Koury, and Guerrilla RF hereby mutually agree that the County will not request any actual funds from Commerce and, consequently, the County will not loan any funds to Koury until Koury and Guerrilla RF have (a) satisfied the entirety of both the investment and the new job creation and maintenance requirements, including the 5% local government cash match (which shall be met by funds contributed by Koury and/or Guerrilla RF, not by funds from the County), specified in the LBC referenced herein and such satisfaction has been verified by Commerce, or (b) have satisfied the 5% local government cash match (which shall be met by funds contributed by Koury and/or Guerrilla RF, not by funds from the County), and have achieved and maintained as required a level of investment and job creation that entitles Owner, free from any repayment obligation, to a portion of the funding

awarded to County, all as verified by Commerce, and notify County in writing of their election to obtain such portion of the funds and seek no further funds from Commerce or County. As part of this agreement, Koury and Guerrilla RF release the County from any and all claims for compensation or payment arising out of any type of contention that damages or losses, whether direct or indirect, were experienced by any party as a consequence of the County not loaning building reuse program funding to the Owner until the above-referenced investment and new job creation and maintenance requirements were satisfied in their entirety and such satisfaction verified by Commerce.

2. The County hereby agrees to use all reasonable efforts to lawfully obtain the entire amount of building reuse program funding awarded to the County by the Rural Authority and to expeditiously loan these funds to the Owner as soon as the Owner and the Business have achieved full compliance with the investment and new job creation and maintenance requirements, including the 5% local government cash match (which shall be met by funds contributed by Koury and/or Guerrilla RF, not by funds from the County), specified in the LBC. In the event that Owner and Business have achieved less than full compliance with the investment and job creation requirements but have satisfied the 5% local government cash match (which shall be met by funds contributed by Koury and/or Guerrilla RF, not by funds from the County), have achieved and maintained as required a level of investment and job creation that entitles Owner, free from any repayment obligation, to a portion of the funding awarded to County, all as verified by Commerce, and notify County in writing of their election to obtain such portion of the funds and seek no further funds from Commerce or County, then County agrees to use all reasonable efforts to lawfully obtain such portion of the funding and to expeditiously loan those funds to Owner.

3. The County agrees to not secure the building reuse program funds loaned to Koury with a Deed of Trust on the Property.

4. In case of a conflict between the terms and conditions found in this Supplemental Agreement and the terms and conditions found in any legal instrument(s) required by Commerce, the terms and conditions found in the legal instrument(s) required by Commerce shall control.

5. In order to enable the County to comply with contracting requirements prescribed for the County by Section 143-133.3 (E-Verify Compliance) of the North Carolina General Statutes (the "General Statutes"), Koury and Guerrilla RF agree to comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes. Furthermore, if Koury and/or Guerrilla RF utilize subcontractors in connection with the implementation of this Supplemental Agreement, the company letting the contract in question will require the subcontractor(s) to comply, to the extent required by law, with the requirements of Article 2 of Chapter 64 of the General Statutes.

6. Under no circumstance(s) shall County have any financial obligation or liability to Koury or Guerrilla RF related to this Agreement, to the Grant Agreement with Commerce, or to any document associated with the Grant Agreement, including but not limited to the LBC, except from funds provided to County by Commerce pursuant to the Grant Agreement.

(Signature Page Attached)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day first above written.

KOURY CORPORATION

A North Carolina corporation:

By: _____(SEAL)
Signature of Authorized Officer

Typed/Printed Name of Authorized Officer

GUERRILLA RF, INC., a

Delaware corporation:

By: _____(SEAL)
Signature of Authorized Officer

Typed/Printed Name of Authorized Officer

COUNTY OF GUILFORD,

A North Carolina Unit of Government:

By: _____(SEAL)

Melvin "Skip" Alston, Chair
Board of Commissioners