

Attachment A

TAX ABATEMENT AGREEMENT

This Agreement by and between Aviagen North America, Inc., a Delaware Corporation (hereinafter called the "Company"), the County of Harrison County, Texas (hereinafter called the "County"), and the City of Longview, Texas (hereinafter called the "City"), said Harrison County and City of Longview sometimes being jointly referred to hereinafter as "Taxing Entities".

WITNESSETH:

WHEREAS, the Company proposes to purchase a vacant tract of land in the Longview Business Park from the Longview Economic Development Corporation, as said tract is described in Exhibit A attached hereto and incorporated herein by reference (said tract hereinafter called the "Property"); and,

WHEREAS, the Company intends to expend a minimum of \$24,245,000 to construct a new poultry breeder hatchery and install furniture, fixtures, and equipment associated with same on the Property (said hatchery and associated furniture, fixtures, and equipment hereinafter called the "Project"); and,

WHEREAS, upon maximum utilization of the Project the Company expects to employ at least 69 Full-Time Employees (as the term "Full-Time Employee" is defined below in this Agreement) on the Property; and,

WHEREAS, the Property is located within the boundaries of the City and the County; and,

WHEREAS, the Property is located within the boundaries of the City of Longview Enterprise Zone for Texas Census Block Group 482030206043045, Texas Census Block Group 482030206043047 and Texas Census Block Group 482030206043071 in Texas Census Tract 203020604; and,

WHEREAS, said enterprise zone was designated in accordance with the Texas Enterprise Zone Act, which also constitutes designation as a Reinvestment Zone for purposes of tax abatement under Chapter 312 of the Texas Tax Code; and,

WHEREAS, in order to encourage the Company to construct the Project on the Property and create the employment positions associated with same, the Taxing Entities are willing to enter into a tax abatement agreement upon the terms and conditions hereinafter provided;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Company and the Taxing Entities agree as follows:

Article I. Definitions

As used in this Agreement, each of the terms set forth below in this article shall have the meaning ascribed to it in this article.

Abatement Period. The term "Abatement Period" means the period during which all or a portion of the value of the Property is exempt from taxation pursuant to this Agreement.

Agreement. The term "Agreement" means this Agreement by and between the Company and the Taxing Entities.

Base Year. The term "Base Year" means the calendar year in which the Effective Date occurs.

Boycott Israel. The term "Boycott Israel" has the meaning assigned to the term "boycott Israel" by Section 808.001 of the Texas Government Code.

City. The term "City" means the City of Longview, Texas.

Company. The term "Company" means Aviagen North America, Inc., a Delaware Corporation.

County. The term "County" means the County of Harrison County, Texas.

Default. The term "Default" means any failure by the Company to comply with any provision of this Agreement, including, without limitation, any of the following: failure to complete the Investment Goal and obtain, or cause to be obtained, a certificate of occupancy (or jurisdictional equivalent) from the City for the Project by the Occupancy Date; failure to comply with the applicable Employment Goal; and any refusal to comply with any relevant local, state or federal laws and regulations including, but not limited to, all of the City's codes such as the Zoning Ordinance, Building Code, Electrical Code, Mechanical Code, Plumbing Code, and Fire Code.

Effective Date. The term "Effective Date" shall mean the last date on which a Party to this Agreement signs this Agreement as said date is evidenced by the date given with each signature to this Agreement.

Employment Goal. The term "Employment Goal" means the minimum number of Full-Time Employees that this Agreement requires the Company to employ in a particular calendar year as set forth in Article II of this Agreement.

Force Majeure Event. The term "Force Majeure Event" means any event or circumstance that directly inhibits the ability of a Party to this Agreement to perform hereunder and that is beyond the control and without the breach or negligence of the nonperforming Party. The term "Force Majeure Event" may include, but is not limited to, Acts of God, acts of war, civil unrest, strikes, fires, and other casualty events, floods, power failures, epidemics or pandemics,

quarantine restrictions, restrictions imposed or mandated, or delays caused, by governmental or quasi-governmental entities (other than the party claiming the Force Majeure Event) in issuing requisite approvals or consents; moratorium; shortages of, delays in obtaining or inability to obtain labor, material, equipment or transportation; delay in performing or inability to perform due to breach or default by the other party to this Agreement, and unusually severe weather.

Full-Time Employee. The term "Full-Time Employee" means a person employed by the Company at the Project for an average of at least thirty-five (35) hours per week over a continuous four (4) week period, including sick leave, vacation, holidays and other compensated leave times.

Increased Value of the Property. The term "Increased Value of the Property" means any portion of the assessed value of the Property for a particular property tax year that exceeds the assessed value of the Property for the Base Year. The term does not include the value of any inventory.

Investment Goal. The term "Investment Goal" means the acquisition, construction and outfitting of the Project on the Property at a minimum cost (actual amounts spent related to construction improvements, installation of furniture, fixtures, and equipment and other costs more fully described in Article II of this Agreement) of TWENTY-FOUR MILLION TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$24,245,000.00).

Occupancy Date. The term "Occupancy Date" means March 1, 2023.

Party. The term "Party" means the City, the County, or the Company, individually. The term "Parties" means more than one Party.

Project. The term "Project" means a poultry breeder hatchery located on the Property and the furniture, fixtures, and equipment associated with said poultry breeder hatchery.

Property. The term "Property" means the tract of land described in the attached Exhibit A and any improvements or personal property located thereon that is not inventory.

Taxing Entities. The term "Taxing Entities" means the City and the County, collectively. The term "Taxing Entity" mean either the City or the County, individually.

Undocumented Worker. The term "Undocumented Worker" has the meaning assigned to the term "undocumented worker" in Chapter 2264 of the Texas Government Code.

Article II. Company's Obligations

The Company shall cause to be obtained, a certificate of occupancy (or jurisdictional equivalent) from the City for the Project by the Occupancy Date,

and shall complete or cause to be completed the Investment Goal on or before December 31, 2023. For purposes of this Agreement, hard and soft costs related to acquisition of the Property and appurtenances thereto, preparation of the Property (including off-site work) and the construction of on-site improvements, and off-site improvements serving the Property, including but not limited to, attorneys' fees, title costs, closing costs, due diligence inspections and investigations, site and facility design and engineering costs, clearing, grading, soil suitability mitigation, importing fill, disposal of surplus soil, environmental review and management or remediation of environmental conditions on or affecting the Property, materials and labor costs for facility construction and all work outside the building including, but not limited to, fire loop, truck court, stormwater controls, landscaping and irrigation, purchase price of the land to the extent payments are made under a promissory note executed by the Company in favor of the Longview Economic Development Authority, furniture, fixtures, and equipment costs (including all material handling equipment and controls, information technology and telecommunications equipment and cabling for same), paid, payable, or actually incurred with respect to the Property and the improvements, as well as all ancillary improvements to be constructed thereon, shall be considered actual costs spent for purposes of satisfying the Investment Goal. All furniture, fixtures, and equipment purchased to satisfy the Investment Goal shall be located and maintained at the Project for the useful life of said furniture, fixtures or equipment during the term of this Agreement. Construction of the Project shall be substantially completed on or before the Occupancy Date (subject to extension for Force Majeure), as evidenced by the issuance of a certificate of occupancy (or jurisdictional equivalent) by the City.

The Company shall employ at the Project the minimum number of Full-Time Employees required for each calendar year as shown below:

<u>Calendar Year</u>	<u>Minimum Number of Full-Time Employees</u>
2023	0
2024	12
2025	69
2026	69
2027	69
2028	69
2029	69
2030	69
2031	69
2032	69

The number of Full-Time Employees for reporting purposes shall be calculated by the Company as of the last Friday of the calendar year.

Within sixty (60) days of the end of each calendar year during the term of this Agreement, the Company shall provide each Taxing Entity with true and

correct copies of the Employer Quarterly Reports submitted by the Company to the Texas Workforce Commission verifying compliance with the employment requirements of this Agreement. Additionally, the Company shall provide each Taxing Entity true and correct copies of the Company's Department of Labor Multiple Worksite Reports or an internal list of employment positions at the Project during each calendar quarter during the term of this Agreement. At a minimum, the reports or lists shall provide each employee's identification number, date of hire, date of termination (if the employee was terminated during that quarter), and hours worked (presented so as to be able to cross-reference with the Employer Quarterly Reports submitted by the Company to the Texas Workforce Commission).

The Company shall comply with the City's Amended and Restated Criteria and Guidelines for Tax Abatement, a copy of which is attached hereto and made a part hereof for all purposes as Exhibit B.

The Company shall comply with the County's Tax Abatement Guidelines and Criteria, a copy of which is attached hereto and made a part hereof for all purposes as Exhibit C.

The Company shall comply with all relevant local, state and federal laws in constructing the Project, and regulations including but not limited to, all applicable laws, rules, and regulations regarding taxation of the Property and taxation of tangible personal property located on the Property and all of the codes and ordinances of the City, including, without limitation, the Zoning Ordinance, Building Code, Plumbing Code, Electrical Code, Mechanical Code, and Fire Code, subject, however, to the Company's right to obtain variances for compliance with same.

The Company shall keep records sufficient to show whether the Company is in compliance with each and every one of the provisions of this Agreement. Such records shall include, at a minimum, the records expressly required in this Agreement and all quarterly and annual payroll reports required by state and federal law. The Company shall retain said records for the period specified by applicable state and federal laws.

Upon written request from the City or County, the Company shall timely provide access to and authorize inspection of the Project, the Property, and provide copies of the records pertinent to establishing the Company's compliance with all provisions of this Agreement (including, without limitation, all records reasonably necessary to establish the Company's compliance with the Investment Goal and the Employment Goal). The City shall at all times conduct inspections only upon at least 48 hours prior written notice and said inspections shall at all times be conducted during normal business hours with a representative of the Company present. On or before March 1, 2024, the Company will provide the Taxing Entities with documentation reasonably necessary to substantiate the costs used to satisfy the Investment Goal. Said documentation shall contain detail sufficient to show the types and dates of improvements made to the Property, and the sorts of personal property placed

on the Property. As part of said documentation, an agent or representative of either of the Taxing Entities may require the Company to provide the County, the City, and/or Harrison Central Appraisal District with an asset listing which includes the acquisition date and other pertinent information for each piece of personal property and/or equipment that the Company wishes to be credited towards satisfaction of the Investment Goal, and said listing shall be certified as accurate and complete by the Project Manager for the Company.

The Company shall certify beginning in calendar year 2023 and thereafter, during the Term annually by March 1st in writing to the Taxing Entities that the Company is in compliance with this Agreement, such certification to be made on the form attached hereto as Exhibit D.

The Company shall provide each of the Taxing Entities with the name, address and telephone number of a local contact person for purposes of allowing the Taxing Entities to have access to and perform inspections of the Property as provided in this Agreement.

Notwithstanding anything contained herein to the contrary, in no event shall the Company be obligated to reapply to the City or County for the tax abatements provided herein during the Abatement Period.

Article III. Taxing Entities' Obligations

The Taxing Entities shall provide an abatement of real and personal ad valorem taxes as follows:

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2023 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2023 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2024 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2024 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2025 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2025 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2026 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2026 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2027 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2027 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2028 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2028 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2029 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2029 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2030 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2030 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2031 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2031 on the Increased Value of the Property.

If the Company is not in Default under the provisions of this Agreement beyond any applicable notice and cure period, the City shall abate fifty percent (50%) of the ad valorem property taxes imposed by the City for tax year 2032 on the Increased Value of the Property, and the County shall abate fifty percent (50%) of the ad valorem property taxes imposed by the County for tax year 2032 on the Increased Value of the Property.

The Taxing Entities will recapture property tax revenue lost as a result of this Agreement if the Company is in Default under the requirements, terms, and conditions of this Agreement beyond any applicable notice and cure periods. However, anything to the contrary in this Agreement notwithstanding, for each instance (if any) in which the Company is in Default beyond all applicable notice and cure periods due to a failure to satisfy the applicable Employment Goal in any year of this Agreement, each Taxing Entity's remedy for said Default shall be limited to one of the following: (i) the recapture of property tax revenue lost as a result of this Agreement for said year that the Company fails to satisfy the Employment Goal as more particularly provided in Article IV hereof; (ii) the denial of part or all of the tax abatement described in this Agreement for the tax year immediately following any year in which the Company fails to meet the Employment Goal; or (iii) the termination of this Agreement for repeated Default as more particularly provided in Article IV hereof. The choice of which of said remedies to pursue for Company's failure to meet an Employment Goal shall be within the reasonable discretion of each Taxing Entity.

Article IV. Term and Termination

The term of this Agreement shall commence on the Effective Date, provided, however, that the Taxing Entities and the Company agree to defer the commencement of the Abatement Period until January 1, 2023. Unless earlier terminated as provided herein, this Agreement shall terminate at the end of the day on December 31, 2032. Any obligation of any Party to make payment to or provide tax abatement to another Party hereto that accrues before the termination of this Agreement shall survive said termination.

This Agreement may be terminated by a Taxing Entity as to that Taxing Entity if the Company is in material Default as to the Investment Goal. The Taxing Entity shall give the Company written notice of such Default by delivering to the Company a written notice of proposed termination informing the Company of the Default. Notice of proposed termination shall be considered given when placed in the United States mail by either registered or certified mail, postage prepaid, and addressed to the Company at its address shown herein. The Company shall have ninety (90) days from the date on which said notice is given in which to cure the Default. If the Company fails to cure such Default within said 90-day time period, then this Agreement shall terminate without further notice to the Company.

With regard to any material Default other than a Default as to the Investment Goal, this Agreement may be terminated by a Taxing Entity as to that Taxing Entity, in whole, or from time to time, in part, upon the Company being in material Default under the terms hereof for three (3) consecutive reporting years. The Taxing Entity shall give the Company written notice of the repeated Default by delivering to the Company a written notice of proposed termination informing the Company of the repeated Default. Notice of proposed termination shall be considered given when placed in the United States mail by either registered or certified mail, postage prepaid, and addressed to the Company at its address shown herein. The Company shall have ninety (90) days from the date on which

said notice is given in which to cure the Default. If the Company fails to cure such repeated Default within said 90-day time period, then this Agreement shall terminate without further notice to the Company.

For any individual reporting year in which the Company fails to satisfy an Employment Goal, the Company shall, within one hundred twenty (120) days from receipt of notice regarding such failure, pay to the Taxing Entity that provided said notice the taxes that would have been paid by the Company to said Taxing Entity for the year in which the Company failed to satisfy the applicable Employment Goal had not those taxes been reduced by this Agreement, plus interest at the rate provided for delinquent taxes in accordance with Section 33.01 of the Texas Tax Code. All additional taxes and interest due upon the Company's receipt of notice of the failure to satisfy an Employment Goal become delinquent and incur penalties as provided by law for delinquent ad valorem property taxes if not paid by February 1st of the year following receipt by the Company of notice of the Company's failure to satisfy an Employment Goal.

Termination of this Agreement by one Taxing Entity does not obligate the other Taxing Entity to terminate this Agreement.

Article V. Status of the Company as Independent Contractor

Nothing herein shall be construed as creating a partnership or joint enterprise between the Taxing Entities and the Company. It is expressly agreed that no officer, director, member, agent, employee, contractor, subcontractor, program participant, licensee or invitee of the Company is in the paid service of the City or of the County. The Company shall have exclusive control of, and the exclusive right to control, the details of the tasks performed pursuant to this Agreement by the Company, its officers, directors, members, agents, employees, contractors, subcontractors, program participants, licensees or invitees. Neither the City nor the County has any authority or right to control any actions of the Company, its officers, directors, members, agents, employees, contractors, subcontractors, program participants, licensees or invitees by virtue of this Agreement. In no event shall any officer, agent, servant or employee of the City or of the County participate in the capital investment and job creation program of the Company provided for in this Agreement. Accordingly, the Parties hereto acknowledge and agree as follows:

- A. NEITHER THE CITY NOR THE COUNTY SHALL BE EITHER RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF THE COMPANY, AND NEITHER THE CITY NOR THE COUNTY SHALL BE EITHER RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF THE COMPANY'S OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES.**

- B. THE COMPANY SHALL BE NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS OF EITHER THE CITY OR THE COUNTY, AND THE COMPANY SHALL BE NEITHER RESPONSIBLE NOR LIABLE FOR THE ACTS OR OMISSIONS OF EITHER THE CITY'S**

OR THE COUNTY'S OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES.

- C. The doctrine of respondeat superior shall not apply between the City and the Company, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the Company.
- D. The doctrine of respondeat superior shall not apply between the Company and the City nor between the Company and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the City.
- E. The doctrine of respondeat superior shall not apply between the County and the Company, nor between the County and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the Company.
- F. The doctrine of respondeat superior shall not apply between the Company and the County nor between the Company and any officer, director, member, agent, employee, contractor, subcontractor, program participants, licensees or invitees of the County.

Article VI. Force Majeure

In case of the occurrence of any Force Majeure Event, the nonperforming Party shall be granted an extension of time within which to perform its obligations hereunder provided that it seeks to remove that inability to perform with all reasonable diligence. In the event of a delay due to a Force Majeure Event, any deadlines imposed hereunder will be extended by one day for each day that the nonperforming Party's performance is delayed. The nonperforming Party shall endeavor to notify each of the other Parties hereto in writing of the beginning of a Force Majeure Event as soon as reasonably practicable after the nonperforming Party becomes aware of said event. The nonperforming Party shall endeavor to notify each of the other Parties hereto in writing of the end of a Force Majeure Event as soon as reasonably practicable after the end of such an event.

Article VII. Notices

Unless expressly stated otherwise in this Agreement, all notice required in this Agreement shall be in writing and shall be delivered to each of the other Parties hereto at the addresses specified in this article. Any Party hereto may specify a different address for receiving notice by providing written notice to each of the other Parties at the respective address or addresses specified for said other Party in accordance with this Agreement. Unless expressly stated otherwise in this Agreement, all notice shall be deemed received either a) immediately upon personal delivery to the receiving Party or b) one day after said notice is placed for overnight delivery with a nationally recognized courier

service; or (c) the signature date on the return card when placed in the United States Mail with correct postage for certified mail delivery.

City of Longview
Attention: City Manager
P.O. Box 1952
Longview, Texas 75606

Harrison County
Attention: County Judge
Historic Courthouse
#1 Peter Whetstone Square, Room 314
Marshall, Texas 75670

The Company
Aviagen North America, Inc.
Attn: Jason Mack
920 Explorer Boulevard NW
Huntsville, AL 35806

With a copy to:

Benjamin W. Hutton
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, AL 35801

Article VIII. Undocumented Workers Prohibited

As required by Chapter 2264 of the Texas Government Code (said chapter entitled "RESTRICTIONS ON USE OF CERTAIN PUBLIC SUBSIDIES") or any successor statute of said chapter, the Company certifies that the Company, or a branch, division, or department of the Company, does not and will not knowingly employ an Undocumented Worker. If the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will be in substantial violation of this Agreement, entitling the Taxing Entities to any and all remedies available at law, in equity or under this Agreement. The Company is not liable for a violation of this article by a subsidiary, affiliate, or franchisee of the Company, or by a person with whom the Company contracts. With regard to the application of Chapter 2264 of the Texas Government Code to this Agreement, each year of tax abatement hereunder shall be considered a separate public subsidy. Accordingly, if the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) during the term of this Agreement, the Company shall pay to the Taxing Entities the taxes that would have been paid for the year in which said conviction occurs by the Company to the Taxing Entities had not those taxes been reduced by this Agreement, plus interest at the rate provided for delinquent taxes in accordance with Section 33.01 of the Texas Tax Code. The Company shall pay to the Taxing

Entities all amounts required by this article not later than the 120th day after the date a Taxing Entity notifies the Company of a violation under this article.

Article IX. Verification that Company Does Not Boycott Israel

The Parties understand and acknowledge that Chapter 2270 of the Texas Government Code prohibits the Taxing Entities from entering into a contract with the Company unless the contract contains a written verification that the Company does not Boycott Israel. Accordingly, by signing this Agreement, the Company verifies that the Company (i) does not Boycott Israel and (ii) will not Boycott Israel during the term of this Agreement.

Article X. Tax Abatement to Comply With State Law

The Parties additionally agree that the tax abatement described in this Agreement shall at all times comply with the requirements of Texas law as set forth in Chapter 312 of the Texas Tax Code and other applicable law. The Parties at all times agree to cooperate with each other in assuring compliance with such laws. The Taxing Entities hereby represent to the Company that they have all necessary authority and that they have complied in all respects with all requirements of state law necessary to enter into this Agreement. This Agreement may not be renewed. In the event that for any reason this Agreement, or any part thereof, is determined to be invalid or otherwise ineffective to grant the tax abatement described herein, the Parties agree to take such curative action as may be necessary to bring the Agreement into compliance with the applicable provisions of state law to the extent possible, and to achieve the intended tax abatement for the Company.

Article XI. Tax Abatement Obligations

It is further agreed by all Parties hereto that the signing of this Agreement by one of the Taxing Entities does not obligate the other Taxing Entity to provide tax abatement to the Company. Further, the refusal of one Taxing Entity to provide tax abatement to the Company will not limit or prevent the other Taxing Entity from providing tax abatement to the Company.

Article XII. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Except as expressly provided otherwise in this Agreement, no Party hereto may assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Parties, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Notwithstanding anything obtained herein to the contrary, the Company shall have the absolute right, without the prior written consent of, or notice to, the Taxing Entities being required to assign this Agreement to any parent subsidiary or affiliate company or to an entity that purchases all or substantially all of the Company in connection with any merger, consolidation or sale of the Company's assets or stock or related to a public or private offering.

This Agreement sets forth the entire understanding between the Parties and may not be modified except by a written document referring to this Agreement which is signed by all Parties hereto.

Without regard to any rules on conflicts of law, the laws of the State of Texas shall govern the interpretation of this Agreement, and Harrison County shall be the venue for the resolution of all matters of fact and law.

This Agreement shall not be subject to binding arbitration.

Any term or condition of this Agreement or the breach of any such term or condition may be waived only by the express, written consent of all Parties hereto. Unless specified otherwise in writing, the waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

The Parties agree that this Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

This Agreement and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Upon the expiration or termination of this Agreement for any reason, the obligations of the Parties hereunder shall thereupon cease, but the provisions of this Agreement which confer rights upon any Party hereto and which limit or delineate the responsibility of any Party hereto shall remain in effect as to the Parties' conduct prior to expiration of this Agreement.

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context requires otherwise.

By signing this Agreement, each person executing this Agreement on behalf of a Party hereto personally warrants and represents that (i) he or she has full authority to execute this Agreement on behalf of the Party that he or she represents and bind said Party in accordance with the terms and provisions hereof and (ii) said Party has taken all necessary action to enter into and make the covenants and representations set forth herein.

The Parties agree that the titles of the articles of this Agreement are for the convenience of the Parties only and shall have no effect on the interpretation of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Parties hereto, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of each of the Parties hereto and not for the benefit of any other entity.

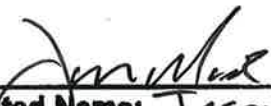
If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law, any court having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto as nearly as may be possible.


TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Company
Aviagen North America, Inc.
a Delaware corporation

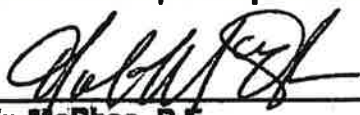
ATTEST:

By: 
Printed Name: JASON MACK
Title: VP OF OPERATIONS
Date: 7/20/22


Printed Name: Chasity D. Nichols
Title: Executive Assistant

City
City of Longview, Texas
a Texas municipal corporation

ATTEST:

By: 
Rolin McPhee, P.E.
City Manager
Date: 7/14/2022


Angie Shepard
City Secretary



**County
Harrison County, Texas**

ATTEST:

By: Chad Sims
Chad Sims
County Judge
Date: 7-14-2022

Elizabeth James
Liz James
County Clerk



Exhibit A
Description of the Property

Exhibit B
City of Longview
Amended and Restated Criteria and Guidelines for Tax Abatement
(See Attached PDF)

Exhibit C
Harrison County Tax Abatement Guidelines and Criteria

**Exhibit D
Certification Form
(See Attached)**

JOB CREATION FORM A
Prepared for the City of Longview

Company _____

PERMANENT FULL TIME JOBS

Total baseline jobs: _____

Current total number of full-time employees: _____

Total number of jobs projected in contract: _____

Total number of jobs created to date: _____

This form was completed by:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

**CERTIFICATE OF COMPLIANCE WITH TAX ABATEMENT
AGREEMENT BETWEEN THE CITY OF LONGVIEW AND**

DATED: _____

CITY OF LONGVIEW, TEXAS

**THE STATE OF TEXAS
COUNTY OF HARRISON**

(the "Company") hereby certifies that:

- (1) The real and/or personal property improvements on the property for this year of the Agreement, described on the above referenced Agreement have been completed and that all facilities and improvements have been constructed or acquired pursuant to said Agreement.
- (2) The jobs to be created for this year of the Agreement have been created and maintained.
- (3) All ad valorem taxes have been paid to City and all other taxing entities.
- (4) All other terms and conditions of this Agreement have been complied with.

(the "Company") hereby certifies that:

The Company (is or is not) in compliance with its tax abatement agreement.

Current total employment is: _____ or current payroll is \$ _____.

Signed the ____ day of _____, 20____.

(Company Representative)

(Position)

Documents required:

1. **Certified Asset Listing for 20__ showing original cost of capital investment. Indicate which property is to be credited toward satisfaction of minimum obligation.**
2. **Texas Workforce Commission quarterly unemployment reports for 20__.**