



TAX ABATEMENT AGREEMENT

BETWEEN

CLAY COUNTY, TEXAS

AND

VISJON BIOLOGICS

DATED

July 26, 2021

STATE OF TEXAS

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COUNTY OF CLAY

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THIS TAX ABATEMENT AGREEMENT (the "Agreement"), effective as of the last date set forth on the signature page hereto (the "Effective Date"), is made and entered into by and between Clay County, Texas, ("County"), acting through its duly elected officers and Visjon Biologics, a Texas limited liability company, ("Visjon"), holding a fee simple or leasehold interest (or an option for such interests) in the real property described herein (referred to hereinafter as the "Site"). In this Agreement VISJON and County may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, VISJON wishes to further develop improve upon land already owned by Visjon located within a Texas Reinvestment Zone, created prior to the execution of this Agreement, executed this date and incorporated herein by reference, a facility designed to manufacture legume inoculants for use in agriculture and associated business operations, all to be located within the Zone referenced herein, with an address of 1092 S. Graham Street, Henrietta, Texas 76365.

WHEREAS, the property taxes otherwise imposed by County on VISJON's planned Project (coupled with the aggregate effects of other local property taxes) form a considerable financial impediment such that, absent abatement by County, VISJON might not develop the Project within Clay County;

WHEREAS, the Project is located entirely within the Reinvestment Zone designated by County, as referenced and defined in the County's Guidelines & Criteria (defined below); and

WHEREAS, County wishes to abate the property taxes otherwise imposed (absent abatement) upon VISJON by virtue of its Project and VISJON wishes to develop its Project in Clay County provided that County abates property taxes associated with the Project.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, the covenants and agreements contained herein, the amount and sufficiency of which are expressly acknowledged, the Parties agree to the terms and conditions stated in this Agreement.

**ARTICLE 1
DEFINITIONS**

As used in this Agreement, the following terms have the respective meanings, as set forth below:

"Abatement" means the full or partial exemption from Ad Valorem Taxes on property in the Reinvestment Zone.

"Ad Valorem Taxes" means those property taxes assessed by Clay County on real and personal property located within Clay County.

"VISJON" means VISJON BIOLOGICS, as set forth in the introductory paragraph of this Agreement.

"Business Activities" has the meaning set forth in Article 3.2 of this Agreement.

“Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday or an official State of Texas holiday. A Business Day shall commence at 8:00 ante meridiem (AM) central standard time (CST) and close at 5:00 post meridiem (PM) CST.

“Calendar Year” means each year beginning on January 1 and ending on the close of business December 31 thereafter.

“Certificate” means a letter provided by VISJON to County within thirty (30) days after the Completion Deadline (as may be extended or deferred) that certifies that VISJON has completed construction of the Project, outlines Improvements included in the Project and states the approximate production capacity of the facility on an annual basis. Upon receipt of a Certificate, Clay County may inspect the Site and the Project within the Reinvestment Zone in accordance with the terms of this Agreement in order to verify that the Improvements are as certified in such Certificate.

“Certified Appraised Value” means the appraised value, for property tax purposes, of the property on the Site within the Reinvestment Zone, as certified by the Clay County Appraisal District for each taxable year.

“Commissioners Court” means the Commissioners Court of Clay County, Texas.

“Completion Deadline” has the meaning set forth in Article 6.1(A)(i) of this Agreement.

“County” means Clay County, Texas, as set forth in the introductory paragraph of this Agreement.

“County Judge” means the County Judge of Clay County, Texas.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Eligible Property” means property eligible for Abatement under the Guidelines & Criteria, including (but not limited to) new, expanded, or modernized buildings and structures; fixed machinery and equipment; Improvements; related fixed improvements; other tangible items necessary to the Project’s operation and administration; and all other tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Guidelines & Criteria. Tangible personal property located on the real property comprising the Site at any time before the period covered by this Agreement is not eligible for Abatement, nor is any real property comprising the Site. Tangible personal property eligible for Abatement shall not include inventory or supplies.

“Force Majeure” has the meaning set forth in Article 8.1 of this Agreement.

“Governmental Authority” means any federal, state, territorial or local government body (including the State of Texas and Clay County); any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

“Guidelines & Criteria” has the meaning set forth in Article 2.1 of this Agreement. Such Guidelines and Criteria have been previously approved and duly adopted by the Commissioners Court.

“Improvements” means Eligible Property meeting the definition for Improvements provided by Chapter 312 of the Texas Tax Code and includes (but is not limited to) any building, structure, or fixture erected on or affixed to the land. A list of the proposed Improvements is set forth on Exhibit D hereto.

“Local” means an individual or entity whose principal residence or business address is located within the jurisdictional limits of Clay County, Texas.

“Reinvestment Zone” means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by Clay County by the resolution dated June x, 2021, duly passed by the Commissioners Court and included as Exhibit E hereto.

“Related Entity” means any parent, subsidiary, or affiliate of VISJON (or any entity resulting from any merger, acquisition, or other corporate restructure or reorganization of VISJON), or any component thereof, or any tax equity participant in the Project, and specifically includes VISJON BIOLOGICS, and any affiliates thereof.

“Site” means that specific real property located within the Reinvestment Zone on which VISJON intends to make the Improvements for which the Abatement is granted hereunder; the Site is more particularly described on Exhibit B attached hereto; the term “Site” also includes any other land actually leased, or optioned to lease, or owned by VISJON within the Reinvestment Zone as of the Completion Deadline.

“Term Of Abatement” has the meaning set forth in Article 6.2 of this Agreement.

“Term Of Agreement” means the time period commencing on the Effective Date and continuing until the date this Agreement is terminated or the date the Term Of Abatement ends.

ARTICLE 2 AUTHORITY TO ENTER AGREEMENT

- 2.1 **AUTHORIZATION.** This Agreement is authorized by Chapter 312 of the Texas Tax Code, as amended, and by the “Clay County Guidelines and Criteria for Tax Abatement,” previously approved by the Commissioners Court which are attached hereto as Exhibit C).
- 2.2 **FINDINGS.** County, by its approval of this Agreement, hereby finds that the terms of this Agreement are within its Guidelines & Criteria, subject to any exceptions approved by the Commissioners Court, and that the approval of this Agreement will not have any substantial, long-term, adverse effect upon the provision of County’s services or its tax base. The Commissioners Court hereby resolves that it is eligible to participate in tax abatement (pursuant to Texas Tax Code §312.002(a)) and that VISJON’s planned use of the Site inside the Reinvestment Zone does not constitute a hazard to public safety, health, or morals.

ARTICLE 3 THE SITE, PROJECT, AND IMPROVEMENTS

- 3.1 **THE SITE.** VISJON is fee simple owner in control of real property as legally described in Exhibit B (attached hereto and incorporated herein), which property is referred to herein as the “Site.” The Site location qualifies as a Reinvestment Zone for the purposes of the Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312.
- 3.2 **BUSINESS ACTIVITIES.** VISJON desires to install the Project upon the Site for the sale of manufacture of legume inoculants (the “Business Activities”). VISJON (or its affiliates, agents, successors, or its assigns) shall conduct the Business Activities on the Site for the Term Of Abatement. Notwithstanding, nothing herein shall cause to commit VISJON to installing the Project and the actual construction of the Project at the Site is completely discretionary.

- 3.3 **INVESTMENT.** With the construction of the Project, VISJON will invest a taxable amount estimated to be approximately One Million Dollars (\$1,000,000.00) in the Improvements and to be located on the Site for the Business Activities, albeit the actual amount of the investment may be much larger or smaller depending on the size of the Project ultimately built and/or the actual cost of materials and labor at time of construction. VISJON shall not place (or cause to be placed) the Improvements on the Site before the Effective Date of this Agreement.
- 3.4 **PAYMENTS BY VISJON.** Payments made by VISJON pursuant to this Agreement shall be sent to the Clay County Tax Assessor/Collector and assigned a line item by the Clay County Auditor.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES**

- 4.1 **REPRESENTATIONS BY VISJON.** VISJON represents and warrants to County, as of the Effective Date, that the following statements are true and correct:
- A. That VISJON has no knowledge that any interest in the Site is presently owned, held, or leased by any member of the Commissioners Court, the County Judge, or any other County officer or employee;
 - B. That VISJON will have a taxable interest with respect to Improvements to be placed on the Property;
 - C. That construction / integration of the proposed Improvements will be performed by VISJON and/or its contractors or subcontractors;
 - D. That VISJON's use of the property in the Reinvestment Zone is limited to that which is consistent with: 1) the County's general purpose of encouraging development or redevelopment of the area during the period of the Abatement; and 2) the terms of this Agreement;
 - E. That all representations made in the Application for Abatement (as applicable) are true and correct to the best of VISJON's knowledge;
 - F. That no litigation is pending against VISJON for any violations under the Occupation Safety and Health Act ("OSHA");
 - G. That a manufacturing facility similar in size and technology to that of the Project is expected to create an average of not less than fifteen (15) jobs with salaries ranging from \$31,500.00 to \$140,000.00; and
 - H. That the productive life of the Project's facility is expected to be 20 or more years.
- 4.2 **REPRESENTATIONS BY COUNTY.** County represents and warrants to VISJON, as of the Effective Date, that the following statements are true and correct:
- A. That the Reinvestment Zone and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Guidelines & Criteria as both exist on the Effective Date;

- B. That no member of the Commissioners Court, County Judge, or other officer or employee of County owns, possesses, or subleases any interest in the Site or in the Improvements;
- C. That the Site is wholly within the Reinvestment Zone and is wholly within the legal boundaries of Clay County, Texas; and
- D. That County has made and will continue to make all necessary filings with the Office of the Comptroller of Public Accounts and any other requisite governmental entities concerning the Reinvestment Zone and this Agreement.
- E. Road Repair. VISJON and its contractors and service providers shall have the right to use County roads during the construction of the project. If requested by VISJON the County shall provide a separate letter in a reasonable form, executed by the County Judge, that evidences the permission granted by the County to VISJON to use the County roads.

During construction of the Improvements, VISJON shall use commercially reasonable efforts to minimize disruption to County roads caused by the construction process and to repair any and all damage to the extent directly caused to County roads by VISJON or its agents during the construction period. VISJON shall have no obligation under this Article to repair or replace (in whole or in part) any County road that VISJON actually uses if any party (or parties) other than VISJON collectively causes fifty percent (50.00%) or more of the damage to such road between the Effective Date and the date of the issuance by VISJON of the Certificate. VISJON will give the County prior notice of the county roads to be utilized by VISJON for construction of the Improvements. The County will document the condition of the roads and provide VISJON with a copy of such condition report, and the County will take reasonable steps to document use of the identified roads during the construction of the Improvements. In the event that VISJON disagrees with the County's determination of the condition of the roads to be utilized by the VISJON, VISJON shall, at its sole expense, engage a consultant to determine the condition of such roads. The selection of the consultant shall be subject to the approval of the County, such approval not to be unreasonably withheld, conditioned or delayed. The County shall perform a post- COD road inspection to determine any cost to repair such roads within thirty (30) days following COD, and VISJON will be provided a copy of said report and given an opportunity to challenge any alleged damages.

ARTICLE 5 COVENANTS BY VISJON

5.1 **DEVELOPMENT OF THE PROJECT.** VISJON owns, possesses, holds an interest in, or otherwise controls the Site and Improvements that are the subject matter of this Agreement. VISJON agrees to use commercially reasonable efforts to develop the Project, with a goal of investing in the Improvements to the point of having an approximate value of One Million Dollars by December 2023. VISJON already has acquired, or has obtained options for control of the Site for the duration of the Term of this Agreement. Upon development of the Site for the Project, VISJON shall occupy and use the Site only for its Business Activities (and any other purpose that is reasonably related thereto).

- A. **LOCAL LABOR.** VISJON covenants and agrees to make commercially reasonable efforts to hire Local contractors and subcontractors, if necessarily qualified and available, to fulfill its requirements under Article 5.2 and in maintaining the Site and the Improvements thereafter. Notwithstanding, nothing herein shall cause to bind VISJON to hire local contractors.

- B. **LOCAL SUPPLIES AND EQUIPMENT.** VISJON covenants and agrees to make good faith efforts to purchase Local supplies and equipment in constructing and maintaining the Site and the Improvements thereafter. Notwithstanding, nothing herein shall bind VISJON to procure equipment and supplies from local vendors and VISJON may seek competitive bids from outside the County. VISJON shall have no obligation to consider or respond to any proposal that, in VISJON's sole but reasonable discretion, does not meet VISJON's collective economic, commercial, practical, and other reasonably similar needs. This Agreement shall not be construed as creating any right of any party (other than a Party to this Agreement) to be a beneficiary of or under this Agreement, nor does this Agreement create any such third-party beneficiary status; no party (other than a Party to this Agreement) shall have standing to sue under the terms of or in reliance upon this Agreement (including its terms and its existence).
- C. **COMPLIANCE WITH LABOR LAW.** VISJON covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.
- D. **COMPLIANCE WITH CONSTRUCTION LAW.** VISJON covenants and agrees that VISJON shall construct (or shall require its contractors and Subcontractors to construct) all improvements in compliance with all applicable federal, state, and local laws including (but not limited to) Texas Commission on Environmental Quality regulations, EPA regulations, County regulations, building codes and ordinances and flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

5.2 **OPERATION OF THE FACILITY.** Except as explicitly provided herein, VISJON covenants and agrees that it shall use the Site only to conduct its Business Activities (as defined in Article 3.2) and in accordance with all applicable federal, state, and local laws. Without prior or additional consent by County, any Related Entity may occupy and use the Site for Business Activities. To be eligible for Abatement, such Related Entity must agree in writing fully to comply with all applicable terms of this Agreement. In the event any Related Entity placed Improvements on the Site outside the scope of this Agreement, said Improvements will be subject to normal taxation by the County. VISJON covenants and agrees not to change the primary use of the Site absent the prior written approval of County.

- A. **MAINTENANCE.** VISJON covenants and agrees that it shall maintain the Site and any Improvements in good repair and condition during the Term (normal wear and tear and damage by fire or other casualty not caused as a result of VISJON's negligence, intentional act, or misconduct excepted). Compliance with the maintenance obligations imposed herein shall be presumed if VISJON follows its normal and customary maintenance procedures and schedules.
- B. **IMPROPER DEALINGS WITH COUNTY PERSONNEL.** VISJON covenants and agrees that it shall not knowingly sell, lease, or convey any ownership, possessory, beneficial, or other interest in the Project, the Site, or the Improvements to any member of the Commissioners Court, the County Judge, or any other County officer or employee so long as this Agreement remains in effect.
- C. **SALE, TRANSFER, OR ASSIGNMENT.** VISJON covenants and agrees to notify County at least twenty (20) days prior to any sale, transfer, or sublease of the Site or of the Improvements during the Term as may be required by Article 9.

D. **RELOCATING OR CEASING BUSINESS ACTIVITIES.** VISJON covenants and agrees to notify County at least twenty (20) days prior to relocating or ceasing its Business Activities. In the event VISJON elects to relocate outside the County or cease operations, VISJON will have to elect to pay the County damages as set out in Article 6.1(B).

5.3 **CREATION OF NEW JOBS.** VISJON covenants and agrees if it constructs the Project at the Site to create and maintain throughout the Term of this Agreement no fewer than fifteen (15) new permanent jobs to work at and support the Project's facility, which job (i) shall be a new employment position, (ii) shall enjoy no fewer than one thousand eight hundred twenty (1,820) hours of work annually. Notwithstanding the foregoing, VISJON shall not be deemed to be in violation of this Agreement in the event a job initially created pursuant to this Section no longer continues to be held by persons residing within the County's jurisdictional limits.

5.4 **ANNUAL REPORTS.** VISJON covenants and agrees that during the Term Of Abatement VISJON shall provide to the County Judge within thirty (30) days preceding each April 15 an annual certification from an officer of VISJON attesting to the compliance of the terms of this Agreement and providing such other information as outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for tax abatement and appraisal purposes. In addition, the first Annual Certification delivered after completion shall include VISJON's certification of the completion of all equipment actually installed along with a certification by an authorized representative of VISJON reflecting the installed fair market value/cost of all eligible Improvements. VISJON shall amend the VISJON's Cost Certification after the first Annual Certificate is filed if it discovers any material inaccuracy in the cost certification.

5.5 **PERMISSION TO MONITOR.** Upon forty-eight (48) hours prior notice to VISJON by County (which such notice must actually be received by VISJON to be deemed effective), VISJON covenants and agrees that it shall allow County's designated representatives access to the Site provided they comply with all VISJON safety requirements and agree to be escorted by VISJON personnel at all times while on site during VISJON's normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. This inspection is independent of County's police powers to inspect for purposes of assuring compliance with applicable County codes and ordinances. In addition, upon such notice, County shall have the right to access information needed to verify that VISJON is and has been conducting Business Activities. Any information that is not required by law to be made public shall be kept strictly confidential by County. VISJON representatives may accompany County representatives during any inspection, and all inspections shall be conducted in such a manner as (1) not to interfere unreasonably with the operation of the Project and (2) to comply with VISJON's reasonable security requirements.

ARTICLE 6 ABATEMENT AND COVENANTS BY COUNTY

6.1 **CONDITIONS TO ABATEMENT.**

A. **CONSTRUCTION.**

- i. **COMPLETION.** VISJON agrees to use commercially reasonable efforts to construct and to install the Project and provide the Certificate to County no later than December, 2023 (the "Completion Deadline"). The Project may be constructed in one or more phases, and each phase may have its own L.L.C. or other form of special purpose project entity. Subject to the requirements under Article 5.2(C), VISJON may assign rights and responsibilities

set forth herein to each and any such project entity in relation to the number of megawatts to be installed by such project entity.

- ii. **DEFERRAL.** VISJON shall have the right to extend this Agreement by automatically deferring the Completion Deadline for up to one (1) year in the event that construction and installation of the Project is not complete before the Completion Deadline and such lack of completion is not the result of a lack of diligence on the part of VISJON.

B. IMPROVEMENTS TO REMAIN IN PLACE. VISJON agrees that the Improvements, once constructed and installed, shall remain in place until at least 20 years after the date the Certificate for such Improvements is provided by VISJON, provided that nothing herein prevents VISJON from replacing any equipment or fixture comprising the Improvements prior to that date, so long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements to less than eighty percent (80%) of such original Certified Appraised Value. IN THE EVENT OF A BREACH OF THIS ARTICLE 6.1(B) (UNLESS THE CIRCUMSTANCES GIVING RISE TO SUCH BREACH ARE THE RESULT OF FORCE MAJEURE, AS DEFINED IN SECTION 8.1 OF ARTICLE 8), COUNTY'S SOLE REMEDY (AND VISJON'S SOLE LIABILITY) SHALL BE FOR VISJON (IN ITS SOLE AND ABSOLUTE DISCRETION AS TO ELECTION BETWEEN THE FOLLOWING TWO OPTIONS) EITHER (1) TO PAY TO COUNTY THE FULL AMOUNT OF ACTUAL TAXES ALREADY ABATED UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS (I.E. ON TAXES THAT OTHERWISE WOULD HAVE COME DUE BUT FOR THIS AGREEMENT) OR (2) TO PAY TO COUNTY THE FULL AMOUNT OF ACTUAL TAXES THAT WOULD BE ABATED UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS BETWEEN THE DATE OF ELECTION AND THE END OF THE TERM OF ABATEMENT (I.E. ON TAXES THAT WOULD BECOME DUE BUT FOR THIS AGREEMENT). The terms of this section 6.1 shall not be construed to allow tax abatement or partial tax abatement to VISJON in the event it fails to originally construct the Improvements described in Exhibit D appended hereto, but shall be applicable only after such Improvements are completed.

6.2 **ABATEMENT.** Beginning on the first day of January 2021 (as may be extended pursuant to Article 6.1(A)(ii) and ending upon the conclusion of ten (10) full Calendar Years thereafter (the "Term Of Abatement"), County agrees to abate and shall abate one hundred percent (100%) of all County Ad Valorem Taxes on the Certified Appraised Value of all Improvements in the Certificate and of any and all otherwise taxable personal property owned by VISJON (and actually placed in the Reinvestment Zone) (the "Abatement") for the first two (2) years, eighty percent (80%) for the third (3rd) and fourth (4th) years, sixty percent (60%) for the fifth (5th) and sixth (6th) years, fifty percent (50%) for the seventh (7th) and eighth (8th) years and forty percent (40%) in the ninth (9th) and final (10th) year of the abatement period. As of the Effective Date, the Parties specifically represent and agree that there are presently improvements on the Site. The Parties anticipate that VISJON will make the Investment set forth in Section 3.3 to renovate and enhance the value of the property as reflected in this agreement.

6.3 **EXCEPTIONS TO ABATEMENT.** Any real property comprising the Site is not eligible for Abatement and shall be taxable by County. Any Improvements and any other personal property installed, put in place, or otherwise set upon the Site prior to the Effective Date of this Agreement are not eligible for Abatement. The following other types of property shall be fully taxable and ineligible for Abatement: any animals, tools, supplies, inventories, furnishings, and other forms of movable personal property; vehicles; vessels; aircraft; housing and residential property; hotels / motels; fauna; flora; retail facilities (except when housed in an historic structure); any improvements including those involved in the production, storage, or

distribution of natural gas or fluids that are not integral to the operation of the facility; and property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas. Equipment related to the manufacture of legume inoculants by VISJON and related Improvements located in the Reinvestment Zone shall remain eligible for Abatement provided the relevant Improvement is awaiting installation to become a permanent part of a fixture located or to be constructed in the Reinvestment Zone that is or will be eligible for Abatement, including any replacement parts. The base year value of such excepted properties under this Article 6.3 (as determined each year) shall be taxable. The Abatement does not apply to the development of any and all hydrocarbon, oil, gas and associated products that may be produced from said Site which are outside the scope of this Agreement and not subject to any Abatement.

- 6.4 **POST-ABATEMENT.** Upon the expiration of the tenth (10th) Calendar Year of the Term Of Abatement as set forth in Article 6.2, County and VISJON agree that one hundred percent (100%) of the Certified Appraised Value of property subject to this Agreement that exists in the Reinvestment Zone shall be fully taxable thereafter as otherwise provided by the laws of the State of Texas.
- 6.5 **CHANGE IN LAW.** The Parties specifically acknowledge that a portion of the Eligible Property may be eligible for complete or partial exemption from Ad Valorem Taxes as a result of existing law or future legislation. This Agreement shall not be construed as evidence that such exemptions do not apply to the Improvements so long as set Improvements are directly related to the maintenance and improvements of VISJON's manufacturing facility. To the extent that existing or future law exempts any of the Eligible Property, this Agreement automatically shall be modified (prospectively for the remaining portion of the Term Of Abatement) to incorporate such complete or partial exemption, which calculation shall be made prior to the calculation of Abatement.
- 6.6 **RIGHT TO CHALLENGE APPRAISALS.** Notwithstanding any of the foregoing, VISJON at all times shall have the right to protest appraisals of the Site, Improvements, and Eligible Property, including any portion thereof. However, Visjon will be bound by representations of its installed cost of all improvements necessary to qualify for and obtain the granted tax abatement.
- 6.7 **PAYMENT IN LIEU OF TAXES ("PILOT").** As consideration for the Abatement and within thirty (30) days of January 1 for each Calendar Year of the Term of Abatement, VISJON agrees to make an annual payment to the County in an amount equivalent to \$2,539.00 annually. See Exhibit F. The PILOT Payments, which are in lieu of property taxes, are wholly contingent upon VISJON constructing and installing the Project at the Site as represented in the application.

ARTICLE 7 DEFAULT / TERMINATION / RECAPTURE

- 7.1 **DEFAULT BY VISJON.** The occurrence of any of the following events during the Term Of Agreement shall be deemed a default, which automatically shall trigger a right to terminate this Agreement pursuant to Article 7.2 (subject to the limitations set forth therein):
- (1) **FAILURE TO COMPLY WITH AGREEMENT.** VISJON fails to adhere to any of the terms of this Agreement for a period of ninety (90) consecutive calendar days;
 - (2) **FAILURE TO PAY AD VALOREM TAXES.** VISJON allows its Ad Valorem Taxes due on the Site, Improvements, or any other personal property installed, put in place, or otherwise set upon the Site (including inventory and supplies) to become delinquent (after taking into account

any reallocation allowed under this Agreement and any extensions of deadlines to pay and any payment plans, which County shall extend to VISJON at least to the same extent as County normally offers such payment plans to other taxpayers in similar situations) for a period of thirty (30) days and fails timely and properly to follow any legal procedures or remedies for protest of such taxes; or

- (3) **CESSATION OF OPERATIONS.** VISJON completes construction of the Project and commences commercial production of its product, but, for any reason other than an event of Force Majeure, discontinues production of its product for a period greater than one (1) year during the Term of Abatement.

The Parties shall not deem any default to have occurred in situations involving minor or immaterial changes to the description of the Site, minor or immaterial changes to the description of the Improvements and/or Eligible Property, or any changes in ownership or in management of VISJON or of the Project (so long as VISJON or any Related Entity provides notice under Article 5.2(C) of such changes, to the extent such notice otherwise is required under this Agreement).

- 7.2 **TERMINATION.** In the event of any default under Article 7.1, County either (1) may modify this Agreement with the mutual consent of VISJON or (2) may terminate this Agreement after providing notice of default (as set forth hereafter) and providing an opportunity to cure. In addition, County may assess its reasonable cost and legal expenses against VISJON for any such modification or termination under this Article 7.2.

- A. **NOTICE OF DEFAULT.** County shall notify VISJON of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default and prominently shall state the following language at the top of such notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH CLAY COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY (90) DAYS OF YOUR RECEIPT OF THIS NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVED FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT, RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

- B. **CURE PERIOD.** VISJON shall have ninety (90) days from the date of VISJON's actual receipt of such notice to cure any default (unless fulfillment of any obligations requires activity over a period of time, in which case performance shall be commenced within ninety (90) days after the actual receipt of notice and such performance shall be diligently continued until the default is cured). The decision whether to cure any such default solely and absolutely belongs to VISJON, and no party may compel VISJON to cure.
- C. **CONTESTING TERMINATION.** If VISJON believes such termination is improper, VISJON may file suit in any court of competent jurisdiction in the State of Texas and challenge such termination. During the pendency of such suit (including any appeals thereto), Abatement shall remain in effect as though no event of default had occurred.

D. **LIMITATION OF REMEDIES.** Modification or termination of the Agreement (plus recapture of property taxes subject to the limits of Article 7.3 and Article 7.4), as appropriate, along with any reasonable incurred costs and fees, shall be County's sole remedies in the event VISJON defaults. County shall not be entitled to any exemplary, punitive, compensatory, or other damages or remedies beyond those explicitly set forth in this Agreement, other than its reasonable attorneys' fees should it prevail in a court challenge brought by VISJON contesting termination.

7.3 **RECAPTURE.** County shall be entitled to recapture property tax revenue lost as a result of this Agreement so long as each of the following conditions have occurred: first, VISJON has defaulted pursuant to Article 7.1(1) or Article 7.1(2); second, County properly has provided notice of default under Article 7.2(A); third, VISJON has failed to cure such default under Article 7.2(B); and fourth, County terminates this Agreement following such proper notice and such failure to cure. The amount of property tax revenue that may be recaptured is set forth in Article 7.3(A) of this Agreement.

A. **AMOUNT OF RECAPTURE.** If entitled under Article 7.3 to recapture property tax revenue lost as a result of this Agreement, County shall have the right to recapture one hundred percent (100%) of taxes already actually abated under this Agreement (i.e. recapture for prior tax years only—no anticipatory/prospective recapture of future taxes).

B. **RECAPTURE PAYMENT SCHEDULE.** If termination occurs during the Term Of Abatement, then VISJON shall have sixty (60) calendar days from its actual receipt of demand from County for recapture under Article 7.3 to pay all recaptured property tax revenues.

C. **CREDITS TO VISJON.** Any recapture under this Article 7.3 shall be subject to any and all lawful offsets, settlements, deductions, and credits to which VISJON may be entitled.

7.4 **BREACH BY COUNTY.** In the event that County fails to abate pursuant to Article 6 of this Agreement, so long as VISJON is not in default under Article 7.1 (and so long as County has not terminated pursuant to Article 7.2) at the time VISJON gives written notice to County of County's failure to abate, County shall be deemed to be in breach of its obligations under this Agreement. If County breaches this Agreement, it will have a cure period of ninety (90) days in which to remedy its breach, during which time VISJON only will be responsible for paying that portion of its property taxes to County as though County had not breached. If after ninety (90) days of receiving written notice County has failed to remedy its breach, then VISJON shall be entitled to bring suit in any court of competent jurisdiction in the State of Texas for specific enforcement of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees as determined by the Court.

ARTICLE 8 FORCE MAJEURE

8.1 **DEFINITION OF FORCE MAJEURE.** "Force Majeure" means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of (or the result of the negligence of) the claiming Party, and which (by the exercise of due diligence) the claiming Party is unable to overcome or avoid or cause to be avoided. So long as the requirements of the preceding sentence are met, a "Force Majeure" event may include, but shall not be limited to, flood, monsoon, drought, environmental catastrophes, government regulation for environmental assets and species protection, military ordinances or archaeological discoveries at the Site, change in applicable law or interpretation or

application thereof, failure of any transmission line between the Site and the substation nearest the Site (so long as such transmission continues for a period of thirty (30) calendar days or more), failure or disruption of the substation nearest the Site (so long as such substation is inoperable, in whole or in part, for a period of thirty (30) calendar days or more), failure or delay by any Governmental Authority in issuing any required permit, earthquake, storm, fire, lightning, volcanic ash, mudslides, tsunamis, typhoons, epidemic, pandemic, high winds, war, worldwide economic collapse, economic collapse of the United States of America, economic collapse of the State of Texas, terrorism, riot, strike, or other labor dispute. Notwithstanding the foregoing, Force Majeure shall not be based on (i) the loss of VISJON's markets; (ii) VISJON's inability economically to use or sell the product produced by Visjon at the Project location; (iii) the loss or failure of VISJON's Improvements, including materials or equipment, unless such loss or failure is caused by a Force Majeure event; (iv) the delay in or inability of VISJON to obtain financing or economic hardship of any kind; or (vi) strike or other labor dispute specific to VISJON.

8.2 **EFFECT OF FORCE MAJEURE.** County shall not declare a default, and no default shall be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure; in such event, County shall not be allowed to exercise its rights under Article 7.2. The burden of proof for whether an event of Force Majeure exists shall rest upon the Party claiming its existence. To obtain relief based upon this Article 8.2, VISJON must send written notice of the existence of an event of Force Majeure to the Commissioners Court.

ARTICLE 9 ASSIGNMENT

9.1 **ASSIGNMENT OF ASSETS.** Subject to the covenants in 5.2.C, VISJON may assign this Agreement, in whole or in part, to one or more assignees, with the consent of County, upon twenty (20) days written notice prior to such assignment. The County will not withhold consent, except as provided herein. Such assignment shall only be valid under this Agreement if it complies with the Guidelines and Criteria, and the assignee shall be bound thereto. Subsequent to such assignment, VISJON shall provide a copy of the assignment agreement (or a memorandum concerning same) to County. An assignment or transfer of rights or obligations by VISJON pursuant to this Article 9 shall relieve VISJON from any liability and financial responsibility for the performance thereof arising after any such transfer or assignment, provided such transferee enters into an assignment and assumption agreement pursuant to which such transferee assumes all of VISJON's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.

9.2 **COLLATERAL ASSIGNMENT.** VISJON may, without the consent of County, assign this Agreement to a financing party for collateral security purposes in connection with any financing or refinancing of the Improvements. In connection therewith, County agrees to execute a written consent to such collateral assignment in a form acceptable to County should the financing party reasonably request such an assignment.

9.3 **County May Withhold Consent.** The County may withhold its consent to a proposed assignment, and such action by the County will not be considered to be unreasonable if: (i) the proposed assignee cannot demonstrate that it reasonably can expect to have, during the term of this Agreement, annual revenues sufficient to comply with the Agreement and pay the ad valorem tax assessments from Clay County as they are made, or the proposed assignee cannot otherwise demonstrate its financial ability to abide by all terms and conditions set forth herein, (ii) the proposed assignee has a record of violations or defaults with respect to its operations of similar projects such that the assignee does not have the capability and reliability to perform the requirements of the Agreement. If the County reasonably requests additional

information, then the County, VISJON and the prospective assignee agree to negotiate in good faith regarding what information will, and will not, be made available to the County and any conditions to the disclosure of such information. The County shall advise VISJON in writing of whether it consents to a proposed assignment not later than thirty (30) days from the date the County is provided with all information required by this Section 9.3. If the County decides to withhold its consent, it shall provide the reasons it is doing so in the written decision.

- 9.4 VISJON or assignee, shall reimburse the County of all reasonable expenses actually incurred by the County in connection with the proposed assignment, including, without limitation, its reasonable and necessary attorney's fees in connection with the assignment as well as the expenses referred to in Section 9.3 above in an amount not to exceed \$5,000.00;

ARTICLE 10 MISCELLANEOUS

- 10.1 **NO COUNTY BOND FINANCING.** This Agreement is entered into subject to the rights of the holders of any outstanding County bonds related to this project. No bonds for which County is liable have been used to finance this project.
- 10.2 **COMPLIANCE WITH TAX CODE.** In the event that (A) the term of the Abatement with respect to any property is longer than allowed by law or (B) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overbroad, and for the portion of the Term Of Abatement not deemed excessive. Any provision required by the Texas Tax Code Chapter 312 to be contained herein that does not appear herein is incorporated herein by reference.
- 10.3 **VIOLATIONS OF GOVERNMENT CODE, CHAPTER 2264.** VISJON understands and agrees that if VISJON is a "business" and if County's contribution under this Agreement is a "public subsidy" as that term is defined in Texas Government Code Chapter 2264, then VISJON is required to refund money that VISJON has received from County through this Agreement, in the event of a conviction of knowingly employing an undocumented worker, with repayment required within six (6) months of final conviction. Interest shall accrue at the rate of zero and one-half percent (0.5%) per month until the time of such repayment from the date of final conviction.
- 10.4 **VISJON AS NECESSARY PARTY TO LITIGATION.** VISJON, as a Party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or Commissioners Court actions authorizing same, and VISJON shall be entitled to intervene in said litigation.
- 10.5 **ESTOPPEL CERTIFICATES.** Any Party hereto may request an estoppel certificate related to the Project (hereinafter referred to as an "Estoppel Certificate") from the other Party hereto so long as the Estoppel Certificate is requested in connection with a bona fide business purpose. The Estoppel Certificate, which if requested shall be addressed to a subsequent purchaser or assignee of VISJON or other party designated by VISJON, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term Of Agreement, the level Abatement in effect, and such other matters reasonably requested by the party or parties to receive the Estoppel Certificate.

10.6 **NOTICES.** Any notices, requests, statements, payments, or demands (“Notices”) shall be made as specified hereafter. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day.

A Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO VISJON:	TO COUNTY:
VISJON BIOLOGICS 4385 Seymour Hwy. Wichita Falls, Tx 76301	CLAY COUNTY JUDGE 214 N. Main Henrietta, Tx 76365

10.8 **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Texas and is performable in Clay County, Texas, the location of the Reinvestment Zone, without regard to principles of conflicts of law. Nothing in this Agreement shall be construed to alter or affect the obligations of VISJON to comply with any order, rule, statute or regulation of County or the State of Texas. Venue for any disputes regarding this agreement shall be in the District Court of Clay County, or the United States District Court having jurisdiction over Clay County, Texas.

10.9 **MONETARY UNITS.** All monetary units set forth in this Agreement shall be in the dollar of the United States of America (USD).

10.10 **SEVERABILITY.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

10.11 **INCORPORATION OF EXHIBITS.** Attached to this Agreement are the following exhibits (including all continuation pages thereto), which hereby expressly and wholly are incorporated by reference into this Agreement: Exhibit A – Project Description, Exhibit B – Site Description, Exhibit C – Guidelines & Criteria, Exhibit D – Improvements, Exhibit E – Designation of Reinvestment Zone, Exhibit F – Estimated Amounts of Abatement.

10.12 **ENTIRE AGREEMENT.** This Agreement, together with any appendices, exhibits, schedules, and any written supplements hereto constitutes the entire agreement between the Parties relating to the subject matter hereof.

10.13 **FUTURE PROJECTS.** The Parties anticipate that VISJON (or a Related Entity to VISJON, whether in existence as of the Effective Date or whether an entity or party created after the Effective Date) may develop additional manufacturing projects (similar to the Project) within the limits of Clay County over the next several years. For a period of three (3) years immediately following the Effective Date, and subject to all applicable and future law, as may be modified or amended, from time to time, the Parties

agree that they shall negotiate in good faith tax abatements for any subsequent projects using this Agreement as a template.

- 10.14 **NO CONSTRUCTION AGAINST DRAFTER.** This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- 10.15 **AMENDMENT; MODIFICATION.** Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. VISJON acknowledges that Commissioners Court approval is required for any such amendment or modification (except as otherwise noted in this Agreement).
- 10.16 Expenses of Negotiation and Compliance. VISJON agrees to pay the County's reasonable expenses incurred as a result of the negotiation, including all costs of publication or other required procedures under applicable statutes, of this Agreement including all reasonable and necessary attorneys' fees incurred during the negotiation and preparation of this Agreement. Payment is to be made within thirty (30) days of receipt by Company of invoice from Clay County, with supporting documentation sufficient to enable VISJON to verify such expenses. Notwithstanding anything in this paragraph, the maximum reimbursement to be paid by VISJON is \$10,000.

[Signature page follows]

IN WITNESS THEREOF, the Parties hereto made and executed this Agreement, signed by their duly authorized officers or individuals, as of the dates listed below.

CLAY COUNTY, TEXAS
"COUNTY"

VISJON BIOLOGICS
"VISJON"

By: [Signature]
Name: Honorable Mike Campbell
Clay County Judge

By: [Signature]
Name: Corbett Jennings
Title: EVP/COO-Owner

Date: 7/26/2021

Date: 7/29/2024

Attest:

[Signature]
CLAY COUNTY CLERK



EXHIBIT A
PROJECT DESCRIPTION

Visjon Biologics is a family-owned and operated company with an expertise within the inoculant industry. Our management, production, and sales team have a combined experience of over 100 years in the industry. At Visjon Biologics, we serve Growers of ALL sizes—across the world—with their inoculant needs. Our brand is Exceed. Visjon Biologics is focused on Legume Inoculants. We are Grower Minded. We are NOT big Ag Chem. Visjon Biologics continues to expand and grow by offering advanced products accompanied with exceptional customer service. Our dedication to expanding our product line with new, innovative products and our intense product testing to ensure quality demonstrates the commitment we have to be the Inoculant company of choice. Visjon Biologics is built on a foundation of Integrity, Quality, and Service in Inoculants.

The property located at 1092 S Graham St Henrietta, Tx 76365 with adjoining parcels (formally Silver Creek Mobile Homes) will be converted to Visjon Biologics a legume manufacturing facility. No zoning changes anticipated. The main building ~78,000 sq.ft. will be remodeled and designed to manufacture legume inoculants. Extensive exterior building repair, complete electrical installation, demo and rebuild of administration offices, installation of HVAC and cold storage for portions of the building will be required for initial operations. Out buildings will be remodeled over a 3-year period; their use will be material and equipment storage.

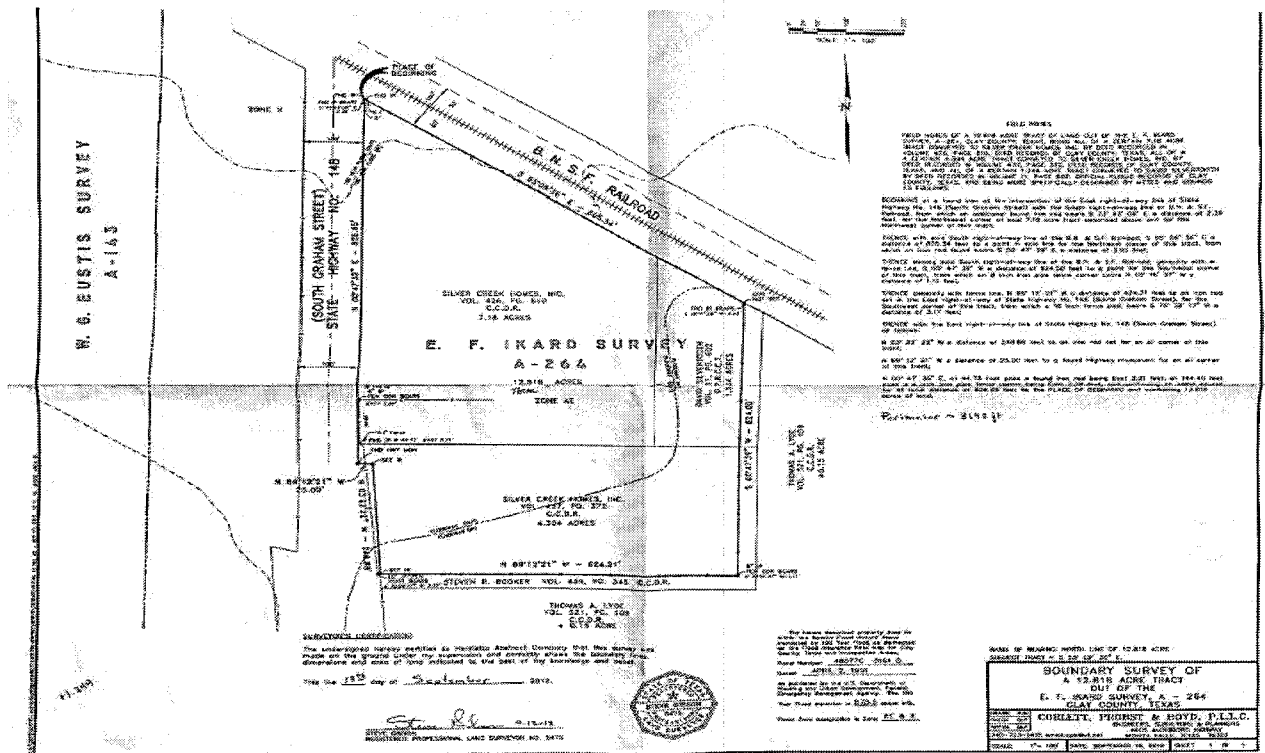
**EXHIBIT B
SITE DESCRIPTION**

PARCELS: 5828,5836.37239
Owner: Visjon Ag Products,
Current Land Value of \$48,110.00
Current Improvements Value \$200,000.00
Future Land Value projected to \$ 50,515.00
Future Improvements Value projected at \$1,000,000.00

**LEGAL DESCRIPTION OF CLAY COUNTY / VISJON
REINVESTMENT ZONE**

*PARCELS: 5828,5836.37239
See attach plat map*

MAP OF CLAY COUNTY / VISJON Reinvestment Zone



Proposed Layout

**EXHIBIT C
GUIDELINES & CRITERIA**

[POSTED ON SUBSEQUENT PAGES]

Policy on Tax Abatement and Other Economic Development Incentives
for Clay County, Texas

Section A. Purpose

1. The County of Clay, Texas (County), is committed to the promotion of economic development in all parts of the County to achieve the following goals and purposes:
 - a. to improve the quality of life for its citizens and taxpayers
 - b. to avoid harming, creating a diminution of existing value, discriminating against, or unduly affecting the quality of life for its citizens and taxpayers
 - c. to promote economic development in all parts of the County
 - d. to utilize, within its discretion, specific incentives to promote such economic development
 - e. to protect the environment, historical and cultural resources, and sites, wildlife species, the aesthetic, and ethical integrity of the lands, property, and citizens of the County
 - f. provide a transparent and open process for any persons or entities seeking any incentive from the County, to the County's citizens and taxpayers throughout the entire process
 - g. to provide initial minimum requirements, specific guidelines and a process for those individuals and entities seeking any support or incentive from the County, which the County believes is necessary and beneficial to the County, its citizens, and taxpayers
2. To help meet these goals, the County will consider providing tax abatement or other incentives to stimulate economic development in the County and expand the local tax base. It is the policy of the County that such incentives will be provided to appropriate businesses following the procedures and criteria outlined in this document. Nothing in this policy shall imply, suggest, or be construed to imply or suggest that the County is under any obligation to provide an abatement or incentive to any applicant. All applicants for tax reduction or other economic incentives shall be considered on an individual basis.

Section B. Criteria for Tax Abatement and other Economic Development Incentives

1. The following criteria will be addressed by the Clay County Commissioners Court for an applicant to be considered eligible to contract for tax abatement or any other economic

development incentive:

- a. An investment by the applicant that will increase the fair market value (“FMV”) of the reinvestment zone property by not less than \$1,000,000.00 is required. If the project is too small to increase the FMV by \$1,000,000.00, it must increase the FMV of the reinvestment zone property by not less than 50% of the current FMV
 - b. The application shall include personal (capital equipment) or real property improvements
 - c. Tax abatement may be granted to owners of real and personal property for projects where the real property is leased, and special terms and conditions may be set in the agreement governing each specific tax abatement
 - d. Inventory and supplies shall not be included
 - e. The project must meet the requirements of the building codes and other applicable County requirements and City Codes, within the city limits or extraterritorial jurisdiction (“ETJ”) of the cities with ETJ in Clay County
2. In addition to the minimum requirements stated above, the following criteria will be considered in determining what level of tax abatement or other incentives may be provided to the applicant:
- a. Expansion of the local tax base
 - b. Creation of permanent full-time employment and projected 5-year growth in the number of employees.
 - c. Tax abatement must encourage employee benefits such as health insurance
 - d. The types of public improvements (e.g., county roads, city streets, water, sewer, drainage) and services (e.g., fire, police) and the expected cost of those improvements to the County or any impacted City/ Town in the County
 - e. The types and cost of public improvements which will be made by the applicant

- f. The type of commercial activity (e.g., office, retail, manufacturing, energy, etc.)
 - g. The time necessary to complete the project by the applicant
 - h. The impact of the project on the environment, wildlife, historical and cultural sites, and on existing businesses
 - i. Community perception of the project, including how that perception was determined, who was polled, including the perception of any potential routes from project to energy transmission lines and pipelines
 - j. A table of applicants requested tax abatement percentage for each year of a request incentive or abatement
 - k. The setback of the project from any pre-existing structure if needed
3. The County will give preference to businesses that use local suppliers, labor force, and that require no new public facilities.

Section C. Types of Incentives

1. The County intends to consider tax abatement and other economic development incentives on a case-by-case basis so that the total package of incentives may be designed specifically for each project.
2. The criteria outlined in Section B, above, will be used to determine whether or not it is in the best interest of the County, its citizens, and taxpayers to provide any tax abatement or other economic development incentives to a particular applicant.

The County will also consider the following:

- The extent to which a proposed project furthers the goals and objectives of the County.
 - The projected impact of the project on the County will determine the types and value of the incentives provided.
3. An abatement may be for any amount that the County determines. The County may provide for an abatement on a sliding scale. The County may determine there will be no abatement or economic

incentive at all.

Section D. Application Procedures

1. Any person, or entity, including an organization, joint venture, partnership, association or corporation, desiring that the County consider providing a tax abatement or other economic development incentives to encourage the location of a business or expand a business operation in the County must comply with the following application procedures.
 - a. The applicant shall file an application with the office of the County Judge in a form provided by the County. The application shall detail the entire scope of the project and the type and value of economic development incentives requested.
 - b. The applicant shall also file a copy of the above-referenced application with any city or ETJ with jurisdiction, if the city or ETJ also has an abatement process.
 - c. The application will immediately be a public document, subject to review by any party requesting such. It will be posted on the county's website at least 30 days before the required public hearing on the application.

2. The following information shall accompany each application:
 - a. The project name
 - b. A list of the names and addresses (include email addresses) of all principals of the applicant. The information shall include all owners, beneficial owners, or if a corporate entity, all officers and directors
 - c. City or ETJ with jurisdiction, if the city or ETJ also has an abatement process
 - d. A certification of the applicant's intent to comply with all applicable local, state, and federal laws
 - e. The name and address of any public official that has or may have any interest (financial or otherwise) in the success of the project, or that is in any way employed by any person or entity associated with the applicant

- f. A detailed description of the project business
- g. A description of the project location (including a plat with precise location and legal description.) It must show the detail of all proposed ingress and egress and all county, state and federal roads that might be affected); and the location of any pre-existing structure within one mile of the reinvestment zone or project
- h. A description of the project size, scope and footprint (physical; showing all anticipated or required zoning and land uses on the site); and in the case of renewable energy, the number and size of turbines or solar panels
- i. The expected fair market value (“FMV”) of the project upon completion showing a separate FMV of the land on which the project will be located and the added FMV of the project’s facility
- j. The increase in FMV of the reinvestment zone property when the project is completed and operational, showing the FMV both before and after the project is completed
- k. Identify any land outside the reinvestment zone property, affected for additional resources such as water, sewer, drainage, roads, easements, pipelines, and electricity (showing route to a transmission line or pipeline)
- l. The number of full-time permanent employees/jobs to be created by the project when operational
- m. The salary ranges for permanent employees, including employee benefits, stated separately
- n. The initial determination of applicable City, County, State, Federal or other jurisdictional entities (such as TCEQ, FDA, DOD) Codes or Requirements, and any Extraterritorial Jurisdiction (ETJ) impacting the proposed project
- o. Expected additional resources required of the County such as water, sewer, drainage, roads, easements, fire, and security

- p. Any plans for environmental, historical, anthropological, cultural, and aesthetical impact to the reinvestment zone property and the properties of the immediate neighbors of the project, the general area of the project will be an important consideration in approval of abatement agreement
- q. Anticipated time to complete the project showing all phases as scheduled
- r. Applicant's requested abatement by percentage, by year
- s. The percentage of local suppliers, contractors, or labor force to be used in the construction of the project
- t. Determination of how proposed affected land and property is currently taxed (FMV or Ag value)
- u. All accompanying supporting information, such as photos, plats, maps, and written documents, shall be accurate, legal and correct copies
- v. The projected dates for the beginning construction and the beginning of actual operations
- w. Whether or not the project will change the tax status of the reinvestment zone land and whether the applicant will pay ad valorem taxes for the land on which the facility is located
- x. Whether the facility is expected to require connection to an energy source (electric or gas) including generally the route(s) to connect to any existing energy source (electric transmission line or pipeline)
- y. Whether or not securing a connection to an energy source will cause acquiring rights-of-way by eminent domain. (*This shall identify all public roads and landowners to be crossed to connect to a transmission line.*)
- z. Any other information about the proposed project which may be required by the County

3. The application will be signed and sworn to by an officer of the entity, or a principal, with Notary Public attesting.
4. The applicant shall submit accurate and correct copies of all applications, to any other taxing entity related to the proposed project.
5. The County Judge will review the application for completeness and accuracy and comments from the appropriate departments. The County Judge will forward compiled application, review comments, and recommendations to the members of the Commissioners' Court.
6. All requirements of Chapter 312 of the Texas Tax Code, known as the Property Redevelopment and Tax Abatement Act, must be followed.
7. Applying for abatement after the commencement of construction, alteration, or installation of improvements related to the proposed modernization, expansion, or a new facility, may result in the County denying Applications for tax reduction, abatement, or other economic development incentives made.
8. Public hearings will be held to get public input on the proposed project, with at least 30 days posted notice before the required public hearing.

Section E. Approval of Tax Abatement and Other Economic Development Incentives by the Commissioners' Court

1. If the Commissioners' Court determines that it is in the best interest of the County, its citizens, and taxpayers to provide abatements or incentives to a particular applicant, a resolution shall be adopted. The approval of the terms and conditions of tax abatement or other economic development incentive agreement with the applicant will enumerate the types of incentives, and the conditions which apply to them.
2. Any tax abatement and economic incentive agreement must include the following items:
 - a. A description of each type of incentives to be provided and their duration

- b. A legal description of the property on which the agreement will operate
- c. Detailed information regarding the type, number, location, and cost of all improvements on the property
- d. A plan which provides access to and inspection of the property and proposed improvements by the court or its designee
 - This condition is to ensure that the improvements are made according to the specifications and conditions of the agreement
- e. A provision limiting the uses of the property consistent with the general purpose of encouraging development or redevelopment of the reinvestment zone property during the period that the property tax abatement or other economic development incentives are in effect
- f. A non-compliance penalty shall require payment of all abated taxes immediately if the abatement agreement is violated or canceled
- g. Require the owner of the reinvestment zone property to certify annually to the governing body of each taxing unit involved that the owner complies with each applicable term of the agreement
 - The Commissioners Court will provide this letter of the certification form
- h. Provide that the governing body of the County may cancel or modify the agreement if the property owner fails to comply with the agreement
- i. Require the property owner to pay timely all assessed ad valorem taxes on the property subject to the agreement, or the County shall cancel the agreement
- j. In applications of renewable energy projects, require the applicant to

provide to the county satisfactory evidence of financial assurance in the form of certified funds, cash escrow, a bond, a letter of credit, or parent guarantee, to cover the cost of decommissioning. Decommissioning will include, but not be limited to, removal of infrastructure, restoring, through soil stabilization and revegetation, the first four feet of depth (without the addition of topsoil) of the soil on any land affected by the facility

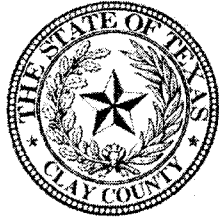
- k. Encourage the property owner to add employees

Section F. Duration of Guidelines

The guidelines and criteria adopted herein shall be complied with from the date they are adopted by the Commissioners' Court and shall remain in effect for two years unless otherwise repealed or modified by a three-fourths (¾) vote of the Commissioners' Court.

The Resolution was adopted on August 31, 2020.

Mike Campbell, County Judge.....	_____	Aye
		Nay
Richard Lowery, Commissioner Precinct 1.....	_____	Aye
		Nay
Johnny Gee, Commissioner Precinct 2.....	_____	Aye
		Nay
John McGregor, Commissioner Precinct 3.....	_____	Aye
		Nay
Chase Broussard, Commissioner Precinct 4.....	_____	Aye
		Nay



Clay County, Texas
Application for Tax Abatement
and other Economic Development Incentives

Introduction

APPLICATION INFORMATION

a) Name, address, principals, and owners of applicant:

Visjon Biologics – 4385 Seymour Hwy Wichita Falls, TX. Curtis Jennings & Corbett Jennings

b) Does any city or ETJ have jurisdiction and an abatement process?

Henrietta TX

c) Certification: By signing below, the applicant certifies its intent to comply with all applicable local, state, and federal laws.

d) Conflict of interest: No public official (i) has or may have any interest (financial or otherwise) in the success of the Project or (ii) is in any way employed by any person or entity associated with the applicant.

No public official has interest or is employed by Visjon Biologics or Visjon Ag Products

e) Description of project business:

Visjon Biologics is a family-owned and operated company with an expertise within the inoculant industry. Our management, production, and sales team have a combined experience of over 100 years in the industry. At Visjon Biologics, we serve Growers of ALL sizes—across the world—with their inoculant needs. Our brand is Exceed. Visjon Biologics is focused on Legume Inoculants. We are Grower Minded. We are NOT big Ag Chem. Visjon Biologics continues to expand and grow by offering advanced products accompanied with exceptional customer service. Our dedication to expanding our product line with new, innovative products and our intense product testing to ensure quality demonstrates the commitment we have to be the Inoculant company of choice. Visjon Biologics is built on a foundation of Integrity, Quality, and Service in Inoculants.

f) A description of the project location (including a plat with precise location and legal description). It must show the detail of all proposed ingress and egress and all County, state and federal roads that might be affected, and the location of any pre-existing structure within one mile of the reinvestment zone or Project:

See Attached

g) Description of project size, scope and footprint (physical showing all anticipated or required zoning and land uses on the site): The applicant plans to develop a 150- to 300-megawatt solar photovoltaic electric generating facility. This includes, but is not limited to the following improvements:

The property located at 1090 S Graham St Henrietta, Tx 76365 with adjoining parcels (formally Silver Creek Mobile Homes) will converted to Visjon Biologics a legume manufacturing facility. No zoning changes anticipated. The main building ~78,000 sq.ft. will be remodeled and designed to manufacture legume inoculants. Extensive exterior building repair, complete electrical installation, demo and rebuild of administration offices, installation of HVAC and cold storage for portions of the building will be required for initial operations. Out buildings will be remodeled over a 3-year period; their use will be material and equipment storage.

h) The expected fair market value ("FMV") of the Project upon completion showing a separate FMV of the land on which the Project will be located and the added FMV of the facility:

PARCELS: 5828,5836.37239

Current Land Value of \$48,110.00

Current Improvements Value \$200,000.00

Future Land Value projected to \$ 50,515.00

Future Improvements Value projected at \$500,000.00

i) The increase in FMV of the reinvestment zone property when the Project is completed and operational, showing the FMV both before and after the Project is completed:

Total increase in value of \$302,405.00

j) Identify any land outside the reinvestment zone property, affected for additional resources such as water, sewer, drainage, roads, easements, pipelines, and electricity (showing route

to a transmission line or pipeline):

NONE

- k) The number of full-time permanent employees/jobs to be created by the Project when operational:

Fifteen (15)

- l) The salary ranges for permanent employees, including employee benefits, stated separately:

\$31,500.00-\$140,000.00

PTO provided based upon experience and tenure. No less than 5 days

Health Insurance Available 60% Employer 40% Employee

- m) The initial determination of applicable City, County, State, Federal or other jurisdictional entities (such as TCEQ, FDA, DOD) Codes or Requirements, and any Extraterritorial Jurisdiction (ETJ) impacting the proposed Project:

N/A

- n) Expected additional resources required of the County such as water, sewer, drainage, roads, easements, fire, and security:

NONE

- o) Any plans for environmental, historical, anthropological, cultural, and aesthetical impact to the reinvestment zone property and the properties of the immediate neighbors of the Project, the general area of the Project will be an important consideration in approval of abatement agreement:

There will be NO impacts to the above mentioned

- p) Anticipated time to complete the Project showing all phases as scheduled:

Twelve months (12)

- q) Applicant's requested abatement by percentage, by year:

Year 1-100% Year 2-100% Year 3-80% Year 4-80%

Year 5-60% Year 6-60% Year 7-40% Year 8-40%

Year 9-20% Year 10-20% Year 11-0%

- r) The percentage of local suppliers, contractors, or labor force to be used in the construction of the Project:

90-100%

- s) Determination of how proposed affected land and property is currently taxed (FMV or Ag value):

FMV

- t) The projected dates for the beginning construction and the beginning of actual operations:

Construction will begin Jan 2021

Operations will begin Jan 2022

- u) Whether or not the Project will change the tax status of the reinvestment zone land and whether the applicant will pay ad valorem taxes for the land on which the facility is located:

The project should NOT change the zone. The Applicant WILL pay ad valorem taxes after stated abatement period going forward.

- v) Whether the facility is expected to require connection to an energy source (electric or gas), including generally the route(s) to connect to any existing energy source (electric transmission line or pipeline):

The facility currently has electricity, gas, water, and internet to the current building.

- w) Whether or not securing a connection to an energy source will cause acquiring rights-of-way by eminent domain. *(This shall identify all public roads and landowners to be crossed to connect to a transmission line.):*

This is NOT required.

[CERTIFICATION ON THE FOLLOWING PAGE]

CERTIFICATION

_____ Visjon Biologics _____ does hereby certify that all statements and representations made herein are accurate to the best of its knowledge and agree to comply with these terms.

By Authorized Representative:

Corbett Jennings
Signature

7/29/2021
Date

Name: Corbett Jennings

Title: EVP/COO-Owner

STATE OF TEXAS
COUNTY OF CLAY

This instrument was acknowledged before me on July 29, 2021 Date, by CORBETT JENNINGS

Notary: Becky Mataska

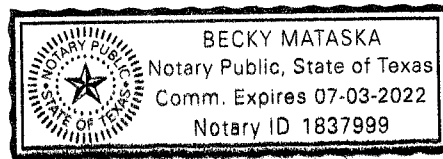


Exhibit 1
Location of Project

