



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/22/2026

File ID: TMP-6439

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, regarding the expansion of its research and manufacturing operations within the City

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 26-__

WHEREAS, Blue Origin Manufacturing, LLC (f/k/a Blue Origin Alabama, LLC), an Alabama limited liability company (the "Company"), presently owns and operates a manufacturing facility (the "Existing Facility") located in the corporate limits of Huntsville, Alabama (the "City") at 646 James Record Rd. SW, Huntsville, Madison County, Alabama, 35824, within which the Company, among other things, produces Blue Origin rocket engines for the aerospace industry; and

WHEREAS, the City has determined to enter an agreement among the City, the Industrial Development Board of the City of Huntsville (the "IDB") and the Company, the form of which is attached hereto (the "Project Development Agreement"), in connection with the expansion of the operations of the Company at the Existing Facility (the "Expansion Project"), which Expansion Project is expected to include a capital investment of approximately \$71,400,000 and at least 105 additional full-time equivalent employees within the corporate limits of the City earning an average hourly wage of not less than \$47.56/hour, exclusive of fringe benefits and overtime pay (the "Required Hourly Wage"); and

WHEREAS, under the Project Development Agreement, the City will make payments to the Company totaling up to \$200,000 based upon the number of additional full-time equivalent employees in the City earning at least the Required Hourly Wage hired by the Company as a result of the Expansion Project, and, acting indirectly and by and through Huntsville Utilities, cover up to \$200,000 of costs to extend electric, natural gas, water, and sewer infrastructure to an agreed upon point of delivery in connection with the Expansion Project, all as more particularly described and set forth in the Project Development Agreement; and

WHEREAS, the City Council of the City hereby recites that the City's obligations under and in furtherance of the Project Development Agreement, and the transactions therein described, are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 2022, as amended, recodified as Section 94.01 of said Constitution ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the City Council has determined that the expenditure of public funds for the purposes specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville (the "Council"), that the Project Development Agreement is hereby authorized and approved, and that the Mayor be, and he is hereby, authorized and directed to execute, by and on behalf of the City, the Project Development Agreement in substantially the form attached hereto and identified as "Project Development Agreement", with such changes thereto as shall be approved by the Mayor, the Mayor herein authorized to act by and on behalf of the City for such purpose, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby further authorized and directed to execute and deliver, by and on behalf of the City, such amendments, documents, instruments, and agreements as contemplated in the Project Development Agreement or as may be necessary to accomplish the agreements contained in or that are in furtherance of the intent of the Project Development Agreement, and the City Clerk is hereby authorized to execute, attest and affix the corporate seal of the City to any such amendments, documents, instruments, and agreements.

ADOPTED this the 22nd day of January, 2026

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026

Mayor of the City of
Huntsville, Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on _____, 2026 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City"), **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a political corporation of the State of Alabama (the "IDB") and together with the City, the "Local Authorities" and, individually, a "Local Authority"), and **BLUE ORIGIN MANUFACTURING, LLC (F/K/A BLUE ORIGIN ALABAMA, LLC)**, an Alabama limited liability company (the "Company"). The City and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company presently owns and operates a manufacturing facility (the "Existing Facility") located at 646 James Record Rd. SW in Huntsville, Madison County, Alabama (the "Facility Site") within which the Company, among other things, produces Blue Origin rocket engines for the aerospace industry;

WHEREAS, the Company currently employs approximately one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning an average hourly wage of \$53.30 exclusive of Fringe Benefits and overtime pay;

WHEREAS, the Company undertook a nation-wide search to identify a location at which to expand its industrial and manufacturing operations, and has determined to locate such expansion at the Facility Site, and in connection therewith the Company represents that approximately \$71,400,000 of Capital Investment will be made at the Existing Facility (the improvements to the Existing Facility and the activities undertaken in connection therewith pursuant to such Capital Investment being collectively referred to herein as the "Expansion", and the Existing Facility, as so expanded, the "Facility"), and the Company intends for the Expansion to result in an additional one hundred five (105) Full-Time Employees, earning an average hourly wage of at least \$47.56, exclusive of Fringe Benefits and overtime pay, to be employed and working in the City, all as more particularly described and set forth herein;

WHEREAS, the City has also determined, acting both independently and by and through Huntsville Utilities, as applicable, to further incentivize the Company to locate the Expansion at the Facility Site by (i) covering up to \$200,000 of costs in extending the necessary and appropriate public utilities (electric, natural gas, water, and sewer infrastructure) to an agreed upon point of delivery up to the Facility Site, (ii) providing a cash incentive of up to \$200,000 towards workforce development activities, and (iii) providing a dedicated point of contact within the City for expedited review and processing of permits and inspections in connection with the Expansion;

WHEREAS, the IDB is also herein committing to further incentivize the Company to locate the Expansion at the Facility Site by causing a ten (10) year abatement allowable under Alabama law of ad valorem taxes, sales and use taxes, and mortgage and recording taxes with

respect to the Project, all as more particularly described and set forth herein (together with the utility improvements, money, and other incentives described in the immediately preceding recitals, the "Public Incentives");

WHEREAS, the City has determined that the Expansion will substantially expand and enhance the prosperity, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) increasing the number and diversity of advanced research, manufacturing, and related employment opportunities; (iii) enabling the area surrounding the Facility to better attract and retain aerospace research, manufacturing and industrial enterprises; (iv) expanding the reputation of the City as a global destination for high-end, advanced jet propulsion research, manufacturing and development, and (v) expanding the overall tax base of the City; and

WHEREAS, the City hereby finds that the payments to the Company described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 2022, as amended, and that the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I **REPRESENTATIONS AND WARRANTIES**

Section 1.1 Representations and Warranties of the Local Authorities.

(a) The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the

members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

(b) The IDB hereby makes the following representations and warranties:

(i) The IDB, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the IDB, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the IDB is a party or to which the IDB or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the IDB, threatened, any litigation affecting the IDB which questions (A) the validity or organization of the IDB, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the IDB are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

(i) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for (a) such consents, filings, notices and hearings described herein, or already held or maintained, or (b) outside the course of ordinary business of the Company.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (1) the Company's Certificate of Formation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(iv) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or

organization of the Company, or any of the representations and warranties of the Company contained herein.

ARTICLE II **OBLIGATIONS AND COMMITMENTS OF THE COMPANY**

Section 2.1 Jobs Target. The Company intends, as a result of the Expansion, to employ at least one hundred five (105) Net New Full-Time Employees in the City, earning an average hourly wage of \$47.56, exclusive of Fringe Benefits and overtime pay, in connection with the Expansion (the "Jobs Target"), and to have achieved the Jobs Target by December 31, 2027 (the "Jobs Target Deadline"). Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Jobs Target, and any failure of the Company to achieve the Jobs Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.2 Capital Investment Target. The Company intends, and agrees to make commercially reasonable efforts, to make a Capital Investment in connection with the development, construction, installation, and equipping of the Expansion totaling at least \$71,400,000 (the "Capital Investment Target"). The Company shall provide written notice to the City at such time as the Company determines it has satisfied the Capital Investment Target for the Expansion, which such notice shall include such information as shall reasonably demonstrate satisfaction of the Capital Investment Target. Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Capital Investment Target, and any failure of the Company to achieve the Capital Investment Target shall in no way constitute a breach, default or other failure of performance by the Company under this Agreement.

Section 2.3 Additional Obligations and Commitments.

(a) The Company will use its good faith reasonable efforts to cause any construction activities regarding improvements to the Existing Facility in connection with the Expansion to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company will require any architect, general contractor, subcontractor or other business performing any work in connection with the said improvements to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(c) The Company agrees that, besides the reporting described in this Agreement, the Company shall otherwise comply with the reporting requirements with respect to this Agreement as provided by applicable law.

ARTICLE III **OBLIGATIONS OF THE CITY**

Section 3.1 City Payments. (a) Subject to the Company satisfying the Capital Investment Target as set forth in Section 2.2 hereof, the City shall make certain payments to the Company in connection with the additional Full-Time Employees in the City resulting from the Expansion (such payments herein called the "City Payments"), up to the aggregate sum of \$200,000, as follows:

(i) the City shall remit to the Company the sum of \$100,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2027 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning a minimum average hourly wage of \$53.30, exclusive of Fringe Benefits and overtime pay, and (B) at least fifty (50) additional Full-Time Employees within the City earning a minimum average hourly wage of \$47.56, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company; and

(ii) the City shall remit to the Company the sum of \$100,000 within ninety (90) days after the Company furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2027 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed (A) at least one thousand six hundred forty-one (1,641) Full-Time Employees within the City earning a minimum average hourly wage of \$53.30, exclusive of Fringe Benefits and overtime pay, and (B) at least one hundred five (105) additional Full-Time Employees within the City earning a minimum average hourly wage of \$47.56, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company.

(b) The Company understands, acknowledges, and agrees that the Company shall not be entitled to payment under this Section 3.1(a) for any hiring targets satisfied following the Jobs Target Deadline. All Parties acknowledge that the Company may, at its sole election, simultaneously submit two of the certificates described in subparts (i) and (ii) of Section 3.1(a)

hereof. Anything in this agreement or in the foregoing to the contrary notwithstanding, whether express or implied, in no event shall the City be obligated to pay and remit to the Company more than \$200,000 pursuant to this Section 3.1. For the avoidance of doubt, anything in this Agreement to the contrary notwithstanding, whether express or implied, the maximum amount payable by the City under this Agreement shall be \$200,000.

(c) Anything in the foregoing to the contrary notwithstanding, whether express or implied, no certificate shall be deemed delivered by the Company for purposes of this Section 3.1 unless the Company has included valid wire or similar payment instructions for the City to use in remitting payment to the Company. Payment shall be deemed made if done in accordance with said instructions.

(d) For the avoidance of doubt, the City shall not be required to make any City Payments if the Company has not satisfied the Capital Investment Target respecting the Expansion.

Section 3.2 Recapture of City Payments.

(a) The Company acknowledges that the payments by the City pursuant to this Article III are based largely on the estimated economic impact that will be realized within the City from the Capital Investment made by the Company respecting the Expansion, and additional payroll and job opportunities created by the Company in undertaking the Expansion at the Facility Site described in the recitals to this Agreement, and that those benefits to the City are justified only if the Company maintains the additional job creation and average minimum hourly wage targets for which, in part, the Company receives City Payments for a period of five (5) years following December 31, 2027 or such date as the City shall have remitted the final City Payment to the Company pursuant to Section 3.1 hereof (the "Jobs Maintenance Period"), whichever is earlier. In consideration thereof, the Company agrees that, within ninety (90) days following the first full calendar year after the Company shall have (i) certified final employment levels pursuant to Section 3.1(a)(ii), if the Total City Payment equals \$200,000 or, (ii) if the Company has certified investment and employment levels pursuant to Section 3.1(a)(i), for which the Company received a City Payment less than \$200,000 and, prior to having certified any additional employment levels the Company delivers notice to the City (an "Early City Payment Termination Notice") that the Company desires to forfeit any right under this Agreement for the Company to receive a City Payment pursuant to those subsections of Section 3.1(a) for which the Company had not at such time submitted an employment level certification (such date, the "Benchmark Date"), and within ninety (90) days following each annual anniversary of the Benchmark Date, the Company shall report the total average number of Full-Time Employees and the average hourly wage, exclusive of Fringe Benefits and overtime pay, for the twelve (12) calendar months immediately preceding such anniversary. The Company hereby understands, acknowledges, and agrees that, upon delivery of an Early City Payment Termination Notice, the Company shall not be entitled to receipt of any further amounts pursuant to Section 3.1(a) for employees engaged after delivery of such notice, notwithstanding the fact the Company may have hired or otherwise cause to be employed additional Full-Time Employees after the date of such notice.

(b) If, for any year during the Jobs Maintenance Period, the number of Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay reported by the Company under subsection (a) above (the "Reported Annual Employee Level") is less than the Base Employment Figure, the Company shall owe the City a payment (a "Recapture Payment") computed as follows:

Recapture Payment = $[1 - (\text{Reported Annual Employee Level} / \text{Base Employment Figure})] * \text{Total City Payment}$,

provided; there shall be reduced from any Recapture Payment then owed by the Company the sum of all Recapture Payments theretofore paid by the Company to the City. In addition, if the sum of all Recapture Payments made by the Company to the City under this Section 3.2(b) is equal to the Total City Payment, the Jobs Maintenance Period shall immediately be deemed to cease and the Company shall owe no other funds or amounts to the City that, when added to all Recapture Payments theretofore paid by the Company, exceed the Total City Payment. Anything in this Agreement to the contrary notwithstanding, whether express or implied, under no circumstances shall the Company owe the City more than the Total City Payment pursuant to this Section 3.2. The Parties hereto further understand, acknowledge and agree that the Jobs Maintenance Period shall not occur, and the Company shall not be obligated for any Recapture Payment, if the City does not make a City Payment under this Agreement.

(c) Any Recapture Payment due by the Company under this Section 3.2 shall be paid by the Company to the City within thirty (30) days of being requested by the City.

(d) The right of the City to receive any Recapture Payment shall survive termination of this Agreement.

Section 3.3 Aid-to-Construction Infrastructure Support. The City shall, acting both independently and by and through Huntsville Utilities, at no cost to or obligation of the Company, cover up to \$200,000 of the costs to deliver public utilities to a "point of service" for public utilities (electric, natural gas, water, and sewer) connections at locations up to (but not within) the Facility Site, and by such date as shall be mutually agreed to by the Parties.

Section 3.4 Permit Assistance and Expedited Inspection. The City agrees to assign a single point of contact in connection with the Expansion to assist the Company and its agents with all coordination, permitting, inspections, and similar items for the Expansion and to foster expedited permitting and inspections by the City for the Expansion.

Section 3.5 Tax Abatements. The IDB, with the consent of the City and Madison County, Alabama (the "County"), shall abate the following taxes in favor of the Company to the fullest extent allowed under Chapter 9B of Title 40 of the Code of Alabama 1975, as amended: (i) non-educational sales and use taxes imposed by the State, the City, and the County on tangible personal property and taxable services incorporated into the Expansion, (ii) non-educational ad valorem taxes imposed by the State, the City, and/or the County with respect to the Expansion for a period of 10 years from the October 1st following the C.O. Date for the Expansion, and (iii) deed, mortgage and all other similar recording taxes with respect to the Expansion whenever such taxes

become due and payable; provided, such abatements shall cease in the event of a Closure/Relocation Event. The Local Authorities shall reasonably cooperate with the efforts of the Company in obtaining the abatements described in this Section 2.6.

ARTICLE IV **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1 Events of Default by the Local Authorities.

(a) Any one or more of the following shall constitute an event of default by the Local Authorities under Article III of this Agreement (a "Local Authority Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) the occurrence of any of the following at any time prior to the grant of the abatement set forth in Section 3.5 of this Agreement: (1) the dissolution or liquidation of the IDB, (2) the filing by the IDB of a voluntary petition in bankruptcy, (3) the IDB shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, (4) the adjudication of the IDB as a bankrupt, or any assignment by the IDB for the benefit of its creditors, (5) the entry by the IDB into an agreement of composition with its creditors, or (6) if a petition or answer is filed by the IDB proposing the adjudication of the IDB as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(iii) failure by the City or the IDB to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall

have continued for a period of sixty (60) calendar days after written notice thereof from the Company to the City or the IDB, as the case may be, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City or the IDB, as the case may be, has commenced and is diligently pursuing appropriate corrective action.

(b) If a Local Authority Event of Default occurs, the Company shall have available the right and remedy of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the Company shall not be entitled to any punitive, incidental, consequential, business interruption, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default by the Company under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing the Company of a voluntary petition in bankruptcy, or the Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of it as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe their agreements or covenants contained in Article II or Section 3.2 of this Agreement, which failure shall have continued for a period of sixty (60) calendar days after written notice thereof from the City to the Company, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) If a Company Event of Default occurs, the City shall have available to it the right of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the City shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate

any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V **MISCELLANEOUS PROVISIONS**

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall expire on the seventh (7th) anniversary of the date of this Agreement or, if earlier, such date following one hundred twenty (120) days after the fifth (5th) anniversary of the Benchmark Date that the Company shall have completed and made all payments to the City required, if any, under this Agreement (the "Term"); provided, any Recapture Payments owed by the Company to the City hereunder shall survive expiration of such Term.

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by either Party hereto except upon the written consent of the other Party hereto; provided, however, that, as respects the Company, the Company shall have the right at any time to assign all its rights and obligations in and to this Agreement or any part thereof to any Affiliate of the Company that agrees to assume assigned obligations of the Company in and to this Agreement, the Facility, and all other operations within the Facility; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and consented to in writing by an authorized representative of the City, which such consent shall not be unreasonably withheld or delayed.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed

or interpreted against either Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attn: City Attorney

(ii) If to the IDB:

The Industrial Development Board of the City of Huntsville
c/o Chamber of Commerce of Huntsville/Madison County
225 Church Street
Huntsville, AL 35801
Attn: Chairman

(iii) If to the Company:

Blue Origin Manufacturing, LLC
c/o Blue Origin
21218 – 76th Ave South
Kent, Washington 98032

Attention: Caroline Munda
21218 76th Ave. S, Kent, WA 98032
cmunda@blueorigin.com

With a copy to:
Blue Origin Manufacturing, LLC
Attention: Legal & Compliance
21218 76th Ave S, Kent, WA 98032
DL_CorpDevLegal@blueorigin.com

(b) In addition, the Parties agree that notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a Party's

address as set forth above or to such other address as either Party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier, or if sent via electronic mail at the time of such is successfully sent.

Section 5.7 Liabilities of the Local Authorities. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the Local Authorities as set forth in this Agreement is limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by either Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of either Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 4.1, 4.2 and 4.3 of this Agreement, whenever either Party shall default in the performance of any of its obligations or commitments under this Agreement, the other Party may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI **DEFINITIONS**

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity.

"Base Employment Figure" shall mean:

- (1) 1,484 (representing the product of 0.85 times the 1,746 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company certifies employment pursuant to Section 3.1(a)(ii) and the Total City Payment is to equal \$200,000, or
- (2) 1,437 (representing the product of 0.85 times the 1,691 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if the Company did not certify employment pursuant to Section 3.1(a)(ii), but did certify employment pursuant to Section 3.1(a)(i) and the Total City Payment is equal to \$100,000.

"Base Full-Time Employees" shall mean 1,641 Full-Time Employees earning an average hourly wage of \$53.30 exclusive of Fringe Benefits and overtime pay.

"Capital Investment" shall have the meaning as provided in Section 40-18-370 of the Code of Alabama (1975), as amended.

"Closure/Relocation Event" means either (i) the Facility is closed for a period in excess of one hundred eighty (180) consecutive days (other than temporary closures to the extent necessary to complete renovations, restoration or repairs, or (ii) the Company relocates all or substantially all of its operations conducted at the Facility Site to a location outside the corporate limits of the City prior to the end of the period for which taxes are abated pursuant to Section 3.5 hereof.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

"Full-Time Employee" shall mean a person that is:

- (1) being paid directly by the Company for not less than 36 hours per week, is employed in the City, and who the Company or an Affiliate of the Company identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Labor on returns or reports filed with the foregoing, including but not limited to, IRS Form 941, or
- (2) an employee of a direct contractor of the Company or an Affiliate of the Company who is paid by the Company's direct contractor for working in the City for not less than thirty-six (36) hours per week, or
- (3) a person working under a contract with the Company or an Affiliate of the Company for working in the City for not less than thirty-six (36) hours per week.

Notwithstanding the above, the definition of "Full-Time Employee" for purposes of this Agreement shall not include an unskilled temporary employee or a worker performing construction work on buildings or other structures in connection with the Expansion. All Full-Time Employees shall be eligible to receive any Fringe Benefit provided by the Company or an Affiliate of the Company.

"Jobs Maintenance Period Minimum Average Hourly Pay" shall mean, for any group of Full-Time Employees reported or certified by the Company pursuant to Section 3.2 of this Agreement, an average hourly wage of \$53.30, exclusive of Fringe Benefits and overtime pay for such Full-Time Employees.

"Net New Full-Time Employees" shall mean Full-Time Employees over the Base Full-Time Employees.

"Total City Payment" shall mean the total amount paid by the City to the Company pursuant to Section 3.1 hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the Effective Date.

CITY:

CITY OF HUNTSVILLE, ALABAMA

By: _____
Mayor

(SEAL)

ATTEST

By: _____

Its: _____

IDB:

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF HUNTSVILLE**

By: _____
Chairman

(SEAL)

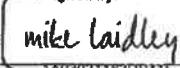
ATTEST

By: _____

Its: _____

COMPANY:

**Blue Origin Alabama, LLC, an Alabama
limited liability company**

By: 
1AB3921163DB41F...

Its: Vice President, Facilities, Blue Origin

EXHIBIT A
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT

Date: _____, 20____

Payment Amount: [\\$ _____] (the "Payment Amount")

Applicable Project Development Agreement Section: [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]

Pursuant to the Project Development Agreement dated _____, 2026 (the "Project Development Agreement") between the City of Huntsville (the "City"), The Industrial Development Board of the City of Huntsville, and Blue Origin Manufacturing, LLC, an Alabama limited liability company (the "Company"), the Company hereby represents, declares, and certifies as follows:

(a) The Company hereby requests payment of the Payment Amount pursuant to [Section 3.1(a)(i)]/[Section 3.1(a)(ii)] of the Project Development Agreement.

(b) The Company hereby certifies that, (1) as of the date hereof, the Company has made a Capital Investment in the Expansion that is at least equal to the Capital Investment Target; and (2) as of the last business day of each month of (i) _____, 20____ ("Month 1"), (ii) _____, 20____ ("Month 2"), and (iii) _____, 20____ ("Month 3"), the Company had employed Full-Time Employees in the City, as follows:

	Month 1	Month 2	Month 3	Average
Full-Time Employees				
Average Hourly Wage Salary ⁽¹⁾				
Full-Time Employees				
Average Hourly Wage Salary ⁽¹⁾				

* Note the first set of FTE and salary information covers the base (i.e., 1,641) employment level, and the second set covers the additional employment levels for which a City Payment is being sought.

⁽¹⁾ Excludes Fringe Benefits and overtime pay.

(c) Attached hereto is all supporting information and materials as shall enable the City to confirm and independently verify the investment, employment, and wage levels so certified by the Company.

(d) The Company is not in default of its obligations under the Project Development Agreement.

(e) The following are the wire or payment instructions to use in remitting the Payment Amount to the Company:

(f) Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Development Agreement (including all exhibits thereto).

IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of ____, 20__.

Blue Origin Manufacturing, LLC, an Alabama limited liability company

By: _____

Title: _____