

Exhibit A

Development Agreement

WHEN RECORDED RETURN TO:

City Clerk's Office
City of Chandler
MS 606
P. O. Box 4008
Chandler, Arizona 85244-4008

DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is entered into effective as of April 8, 2021, (the "Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City"), and Viavi Solutions Inc., a Delaware corporation ("Viavi"). City and Viavi are each a "Party" to this Agreement and may be referred to collectively in this Agreement as "Parties."

1. **Recitals.** As background to this Agreement, the Parties recite, acknowledge and confirm the following, each of which shall be a material term and provision of this Agreement:

1.1 Viavi is a manufacturer of network testing, measurement, assurance and light management and optical coatings products and technologies. Viavi conducted a competitive site selection process for a new manufacturing operation and headquarters location (the "**Project**"). City desires to assist Viavi to obtain foreign trade zone status and related personal property tax benefits as provided by state law. City acknowledges that the unavailability of such benefits to Viavi would create a significant risk that Viavi would locate the Project in a competing state or another Metro Phoenix municipality.

1.2 The Project is expected to include the purchase of 104,300 square feet of industrial space in Chandler (the "**Premises**") within a building located at 3455 South McQueen Road, Chandler, AZ 85286, also described as parcel number 303-49-982 in the records of the Maricopa County Recorder's Office (the "**Property**"). The Project is also anticipated to create up to 233 new jobs by January 1, 2025 with average annualized compensation of \$139,820. Average annualized compensation shall be inclusive of base salary and any incentive compensation received for W-2 purposes (including bonuses, commissions, vesting of restricted stock or restricted stock units, etc.).

1.3 City is entering into this Agreement recognizing the importance of continued economic growth and expansion, particularly in the manufacturing industry, which provides quality jobs, and in turn stimulates local economic activity and generates tax revenues and other income for City.

1.4 Viavi, under no obligation or other compulsion to do so, and in reliance upon the promises and performance of City as set forth in this Agreement, has agreed to move its corporate headquarters to Chandler in accordance with this Agreement, which will constitute legal, bargained-for contractual consideration provided by Viavi to City.

1.5 Viavi anticipates that Viavi will have entered into a purchase and/or other binding commitments for its manufacturing and headquarters location by the Effective Date or will enter into a purchase and/or other binding contractual commitments for its manufacturing and headquarters location within one (1) year after the Effective Date. Viavi expects to invest \$96,311,609 in connection with its manufacturing and headquarters location in City, including land, building, tenant improvements, machinery and equipment, information technology infrastructure, and purchases of furniture, fixtures, and equipment. Viavi expects to create and fill up to 233 new jobs in Chandler by January 1, 2025.

1.6 City has found and determined that Viavi's (i) capital investment at the Premises, together with (ii) Viavi's creation of up to 233 new jobs in Chandler, will enhance the economic vitality and quality of life of Chandler by, among other things, enhancing employment opportunities and increasing tax revenues.

1.7 City and Viavi are entering into this Agreement under A.R.S. § 9-500.05 to facilitate development within the City of Chandler.

1.8 City, by Resolution No. 5458, adopted on April 8, 2021, has authorized the execution and performance of this Agreement and has otherwise taken all action required by law to enter into this Agreement and make it binding upon City.

2. **Agreements.** City and Viavi agree as follows:

2.1 City will support the creation of a foreign trade zone applicable to the Property, including support for the reduction of certain personal property taxes applicable at the Property under Arizona state law. City will issue a City Council resolution and take other actions necessary to indicate this support.

2.2 Viavi will not seek property tax reclassification under A.R.S. § 42-12006 for existing real property in Chandler.

2.3 On or before June 30, 2022, Viavi will officially move its headquarters to a location within the City of Chandler. Viavi will update its website to indicate the Chandler location of its headquarters, and Viavi will list Chandler, Arizona as its headquarters location in all United States Securities and Exchange Commission filings.

2.4 Viavi will maintain its headquarters in Chandler until at least July 1, 2027.

2.5 Viavi agrees that it will make reasonable efforts to utilize hotel and lodging facilities within Chandler to the extent such facilities are compatible with Viavi's needs, including banquets, conferences, training, hospitality, and similar events to further

support Chandler's economy. City's tourism staff shall assist Viavi in facilitating the provisions of this Section.

3. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until the earlier of July 1, 2027, unless terminated earlier.

4. **Notices.** Unless otherwise specifically provided herein, or unless written notice of a change of address has been previously given pursuant hereto, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) delivery by a recognized overnight courier (e.g., FedEx, UPS) for next business day delivery, or (iii) as of the fifth (5th) business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Viavi: Viavi Solutions Inc.
7047 E Greenway Pkwy Suite 250
Scottsdale, Arizona 85254

With a copy to: Viavi Solutions Inc.
General Counsel
Attn: Kevin Siebert
20250 Century Blvd, 5th Floor
Germantown, MD 20874

To City: Economic Development Director
City of Chandler
Mail Stop 416
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: (480) 782-3035

With a copy to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: (480) 782-4640

5. **Remedies.**

5.1 In the event that either Party fails to perform any of its obligations under this Agreement and does not cure any such failure within thirty (30) days after Notice from the other Party, such Party shall have the right to pursue all legal and equitable remedies available to it at law or under this Agreement. Additionally, if Viavi does not maintain its headquarters within the City of Chandler during the Term of this Agreement, City may take such actions necessary to withdraw its support for the Property's state tax benefits available in conjunction with the site's foreign trade sub-zone.

6. **Assignment.** Viavi shall not assign any obligation in this Agreement other than to a subsidiary or affiliate of Viavi, without City's express written consent, which shall not be unreasonably withheld, conditioned, or delayed provided, however, that no such express written consent shall be required in connection with any assignment in connection with a Change of Control of Viavi. In order to be effective, any such assignment must contain an express written agreement and assumption by the assignee agreeing to be liable for the assigning Party's obligations contained herein. Any such assignment shall not relieve the assigning Party of its obligations in this Agreement except that if there is a Change of Control of Viavi, the requirements of maintaining headquarters in City shall terminate upon such change of control so long as the successor to Viavi shall comply with the other terms and conditions of this Agreement. "***Change of Control***" means (a) any transaction or series of related transactions as a result of which any person or group of persons within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 becomes the beneficial owner, directly or indirectly, of 50% or more of the outstanding common stock (measured by either voting power or economic interests) of Viavi, (b) any sale or lease or exchange, transfer, license or disposition of a business, deposits or assets that constitute 50% or more of the consolidated assets, business, revenues, net income or assets of Viavi or (c) a merger, consolidation, recapitalization or reorganization of Viavi with or into a third party that results in the inability of the stockholders of Viavi prior to such transaction to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

7. **Additional Matters.**

7.1 This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject to the provisions of A.R.S. § 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

7.2 The failure of any Party to exercise any right, power, or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are exclusive of any other rights or remedies which may be granted by law.

7.3 This Agreement constitutes the entire Agreement between City and Viavi with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or amended, except in writing, signed by all Parties, and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

7.4 It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Viavi and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any

person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.5 Each of the Parties hereto represents and warrants to the other that the individual executing this Agreement on behalf of their respective Parties is authorized and empowered to bind the Party on whose behalf such individual is signing, and that this Agreement shall be binding upon such Parties. No later than ten (10) days after the Effective Date, City will record this Agreement in the Records of Maricopa County, Arizona at City's sole cost and expense.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this Agreement and to bind their respective entities to the terms and obligations of same.

ATTEST:

CITY OF CHANDLER, an Arizona
municipal corporation

City Clerk

By _____
Mayor Kevin Hartke

APPROVED AS TO FORM:

City Attorney TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation.

Notary Public

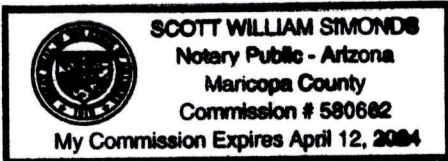
[SEAL]

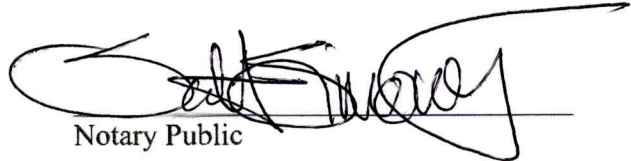
VIAVI SOLUTIONS INC., a Delaware corporation

By: 
Name: OLEG KHAYKIN
Title: CEO

STATE OF Arizona)
County of Maricopa) ss.

The foregoing Development Agreement was acknowledged before me this 24 day of March, 2021, by Oleg Khaykin, as CEO of Viavi Solutions Inc., a Delaware corporation.




Notary Public