

NYPRO INC., A JABIL COMPANY

and

BUNCOMBE COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of February __, 2020

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (“**Agreement**”) is dated as of ____ day of February, 2020 (“**Effective Date**”), and is between **NYPRO INC., A JABIL COMPANY**, a Massachusetts corporation (hereinafter sometimes collectively referred to as “**Nypro**”), and **BUNCOMBE COUNTY**, a public body politic and a political subdivision of the State of North Carolina (“**County**”).

RECITALS:

- WHEREAS, Nypro is a producer and distributor of precision plastic consumables and disposables for the healthcare market;
- WHEREAS, Nypro currently employs 325 employees at its manufacturing facility located at 100 Vista Blvd., Arden, NC 28704 (“**Facility**”);
- WHEREAS, Nypro desires to expand the Facility by investing \$18,450,000.00 and creating 68 new full-time project related jobs that pay an average wage of \$21.94, not including benefits (“**Project**”);
- WHEREAS, Nypro requested that the County provide economic development incentives to induce it to make these capital investments for the Project and for the creation of these new full-time project related jobs at the Facility;
- WHEREAS, Nypro informed the County that if the County did not promise such economic development incentives, then Nypro may not complete the Project;
- WHEREAS, in exchange for the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least \$18,450,000.00 and 68 new full-time project related jobs as described above, the County proposed to pay Nypro grants in the total cumulative amount of \$170,000.00 to be paid at the completion of the project on or after the Confirmation Date of April 30, 2022; and
- WHEREAS, confirmations of the capital investment and improvements will be determined by the Buncombe County Tax Department and jobs and wages will be confirmed by the figures shown on filings by Nypro with the N.C. Employment Security commissions as to unemployment compensation taxes.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

1.1 **Definitions.** For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

“Abandonment of Operations” means that for a period in excess of four continuous months Nypro ceases manufacturing operations at the Facility.

“Business Day” means any day that is not a Saturday or a Sunday, or a day on which banks in the State of North Carolina are required by law to be closed.

“Confirmation Date” means the scheduled future dates when Nypro will submit a certified confirmation letter to the County stating that all investment and job creation commitments have been met or maintained during the Retention Period as defined below. The CONFIRMATION DATE for this agreement is April 30, 2022.

“Confirmation Letter” means a certified letter submitted by Nypro to the County certifying that commitments have been met and requesting release of incentive grants, or that commitments have been maintained during the said Retention Period. Each such letter must specifically state that Nypro meets or exceeds the applicable Jobs Minimum and that it meets or exceeds the Direct Investment requirements on or before the Incentive Confirmation Date and each succeeding Confirmation Date during the said Jobs Retention Period.

“Direct Investment” means the increase in property tax value attributable to property (before depreciation) in the County owned by Nypro after the effective date of this Incentive Agreement as determined by the Buncombe County Tax Department in accordance with applicable law, regardless of the funding sources for said property. Direct investment may include facilities and business personal property, but does not include land acquisition. Per NCGS 105-308, Nypro must file Business Personal Property listings with the Buncombe County Tax Department by January 31st. Nypro may only claim those direct investments that are reported in such filings. Direct Investment in this agreement refers to the capital investment in new construction and improvements to real property as well as new machinery and equipment having a property tax value (before depreciation) of at least \$18,450,000.00.

"Facility" the Property and improvements located at 100 Vista Blvd., Arden, NC 28704.

"Full-Time Project Related Jobs" means the total number of new full-time employees employed by Nypro in connection with the Project as of the Confirmation Date. Such employees may be hired at any time on or prior to the Confirmation Date so long as Nypro hires the required number of new full-time employees as specified herein being paid at the average wages as set forth herein. New Full-Time Project Related jobs created after the January 31, 2020 Nypro Expansion announcement count towards this commitment. “Part-Time” or “Temporary” employees may not be counted towards the “Full-Time Project Related Jobs” commitment. Full-Time Project Related Jobs in this agreement refers to the Nypro’s creation of 68 new full time jobs that pay an average wage of \$21.94, not including benefits.

“Incentive” means the incentive payment referred to in this Agreement that the County will pay to Nypro provided the Performance Commitments are achieved.

“Jobs Minimum” means the total number of jobs that must be maintained throughout the “Retention Period”. This is equal to the current full-time jobs at the time of this agreement plus the new full-time jobs incentivized by this agreement.

“Project” has the meaning specified in the Recitals.

“Retention Period” is the period of time that the Nypro must maintain jobs and investment commitments. For this agreement, the Retention Period is 3 years from final confirmation of performance commitments for Direct Investment and Full-Time Project Related Jobs.

“State” means the State of North Carolina.

1.2 **Rules of Construction.** Unless the context otherwise indicates:

(a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;

(b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;

(c) All references to officers are references to County officers; and

(d) The headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II

2. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.

ARTICLE III

NYPRO'S COMMITMENTS

3.1 In return for the Incentives set forth herein, which are a competitive necessity for Nypro to increase capacities and operations in the County, Nypro commits to certain Performance Commitments related to new full-time project related jobs created as well as currently existing jobs retained and incrementally increased taxes in the County ("**Performance Commitments**"). The parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that Nypro will meet or exceed the Performance Commitments.

Specifically, Nypro agrees to meet or exceed the following Performance Commitments:

(a) Nypro will create 68 new Full-Time Project Related Jobs by the Confirmation Date.

(b) Nypro will keep and maintain the existing 325 full-time jobs it currently has in Buncombe County.

(c) Nypro will maintain at the Facility for a 3 year period running from from the final confirmation of performance commitments for Direct Investment and Full-Time Project Related Jobs. ("**Retention Period**"), both the new 68 Full-Time Project Related Jobs as well as the current 325 full-time jobs it has in Buncombe County (collectively, "**Jobs Minimum**"). It is expressly understood and agreed that the Jobs Minimum must equal or exceed 393 Full-Time Jobs at all times during the Jobs Retention Period. Nypro must

submit an annual Confirmation Letter certifying that it meets or exceeds the required Jobs Minimum on or before April 30 of each year during the Jobs Retention Period. This will be determined based on the Statement of Deposits and Filings provided by Nypro to the N.C. Employment Security Commission.

- (d) Nypro agrees that for the length of the Retention Period, the average wage level of the Full-Time Project Related Jobs specified in Section 2.1(a) above shall be at least \$21.94, not including benefits. The calculation of the average wages for Full-Time Project Related Jobs shall be done as of April 30 of each year during the Retention Period. This will be determined based on the Statement of Deposits and Filings provided by Nypro to the N.C. Employment Security Commission.

Position	Number	Hourly Wage
Inspector Packer	12	\$14.00
Quality Inspector	12	\$15.00
Document Control	1	\$18.00
Group Leader	8	\$20.00
Technician	29	\$25.00
Toolmaker	1	\$26.00
Engineer	4	\$41.00
Manager	1	\$51.00
Total	68	

- (e) Nypro shall make Direct Investment in new construction and improvements to the Facility as well as new machinery and equipment having a property tax value (before depreciation) of at least \$18,450,000.00.

Year	Real	Business Personal Personal
2020	\$5,603,200.00	\$6,377,500.00
2021	\$0.00	\$5,538,500.00
2022	\$0.00	\$910,000.00
2023	\$0.00	\$0.00
2024	\$0.00	\$0.00
Total	\$5,603,200.00	\$12,826,000.00

- (f) Direct Investment (or replacement property of equal or greater value for property tax purposes before depreciation) shall remain in the County subject to ad valorem property tax assessments through the end of the Retention Period. Nypro must submit an annual Confirmation Letter certifying that it meets or exceeds the Direct Investment requirements. This will be determined based on filings by Nypro with the Buncombe County Tax Department as to business personal property listings

3.2 Nypro recognizes that incentive grants can only be awarded if Nypro submits a signed, notarized Confirmation Letter by the Confirmation Date. The Confirmation Letter must certify that all goals have been met and provides adequate supporting documentation for these targets. Nypro further understands that all supporting documentation is subject to review by County staff. Nypro

acknowledges that the definition and requirements for adequate supporting documentation are documented in this Agreement. A Sample Certification Letter and Supporting Documentation is provided in Article XII.

3.3 Confirmations. Nypro will submit a confirmation letter on the Incentive Confirmation Date, and on an annual recurring basis Nypro will submit follow up confirmation letters on April 30 of each succeeding calendar year during the said Retention Period.

The confirmation letter must confirm that Nypro has met and/or maintained the Performance Commitments as follows: (1) the amount of Direct Investment shall be the amount of the new and additional property tax value (before depreciation) as determined by the Buncombe County Tax Department in accordance with applicable law attributable to Direct Investment related to the Project for property owned by Nypro in the County as shown on its Business Real and Personal Property Tax Listings for the applicable year; and (2) the number of Full-Time Project Related Jobs that Nypro has as of each Confirmation Date shall be the number shown on filings by Nypro with the N.C. Employment Security Commission as to unemployment compensation taxes. The County shall have reasonable access to other documentation to verify the attainment of these Performance Commitments.

3.4 Direct Investment and Jobs Minimum.

- (a) If Nypro does not meet all Direct Investment performance commitments on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded and Nypro may request and the County shall grant a 12 month extension from the Confirmation Date to meet Direct Investment performance commitments. At the end of the 12 month extension, Nypro will be eligible for the full incentive grant if all performance commitments are met, or a prorated amount as defined in **Article XIII**.
- (b) If Nypro does not maintain the amount of investment throughout the retention period, then Nypro will be subject to recapture as provided in **Article V**.
- (c) If Nypro does not create 68 new Full-Time Project Related Jobs, the Jobs Minimum, on or before the scheduled Incentive Confirmation Date, then no incentive grants will be awarded and Nypro may request and the County shall grant a 12 month extension from the Confirmation Date to meet the Jobs Minimum performance commitments. At the end of the 12 month extension, Nypro will be eligible for the full incentive grant if all performance commitments are met, or a prorated amount as defined in **Article XIII**.
- (d) If Nypro does not maintain the Jobs Minimum throughout the Retention Period, then Nypro will be subject to recapture as provided in **Article V**.

ARTICLE IV

INCENTIVE GRANTS

To induce Nypro to make the Direct Investment associated with the Project, to locate its expanded operations associated with the expanded employee base at its Facility, and to achieve the Jobs Minimum, the County commits to pay to Nypro a grant on the date specified below ("**Future Incentive Payment**"). This Incentive Grant shall be in the amount of \$170,000.00.

Year	Incentives
2020	\$0.00
2021	\$0.00
2022	\$170,000.00
TOTAL	\$170,000.00

Nypro must submit a Confirmation Letter by the Confirmation Date in order to be eligible for the incentive grants. The Confirmation Letter will include employment and investment filings with the N.C. Employment Security Commission and Buncombe County Tax Department respectively. The County shall review those filings and, if confirmed, pay the Incentive Grant within 120 days.

Provided however, that if Nypro for any reason fails to file its Business Real and Personal Property Tax Listings in a timely manner then such Incentive Grants will not be made until these Listings are properly filed and accepted.

Further, in order to qualify for the Incentive Grant, Nypro must comply with all Federal, State and Local laws. Further if Nypro is in default on its obligation to pay property taxes to the County, the County will not be required to make any Incentive Grants to Nypro until Nypro pays the amount of such property taxes it owes the County, unless Nypro is in a bona fide dispute with a governmental taxing authority as to the value of some or all of its property. Nothing herein shall preclude County and the Buncombe County Tax Collector from seeking to recover any such unpaid property taxes in accordance with applicable laws.

ARTICLE V

REFUNDS

Should the levels of Direct Investment be withdrawn or be reduced for any business reason, other than depreciation, OR should Nypro fail to maintain the Jobs Minimum during the Jobs Retention Period then Nypro shall refund to the County all Incentive Grants the County has already paid Nypro within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on Nypro above and beyond the refund amount due.

ARTICLE VI

ABANDONMENT OF OPERATIONS

If an Abandonment of Operations occurs at any time prior to the end of the retention period, Nypro shall refund to the County all Incentive Grants the County has already paid Nypro within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on Nypro above and beyond the refund amount due.

ARTICLE VII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

Notwithstanding anything herein to the contrary, if Nypro shall be prevented or delayed from fulfilling, or continuing to fulfill, either or both of the Performance Commitments as set forth in herein, by reason of a:

- (a) government moratorium;
- (b) delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by Nypro to obtain same;
- (c) enemy or hostile governmental or terrorist action;
- (d) act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (e) strike, lockout or a labor dispute involving entities other than Nypro which causes Nypro an inability to obtain labor or materials;
- (f) delay in funding from any state or local government incentive to or for the benefit of Nypro, or;
- (g) any other event, other than normal business exigencies, which is beyond the reasonable control of Nypro.

then the Performance Commitments and Incentive Grants for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for any affected year(s). However, if the parties cannot in good faith reach an agreement as to such adjustment, all parties agree to submit this issue to mediation to be conducted in accordance with local rules of the General Court of Justice of Buncombe County, North Carolina.

ARTICLE VIII

ASSIGNMENT

Nypro will have the right to assign this Agreement, and any rights, privileges, or claims under this Agreement, to any future purchaser or lessee of the Facility without the consent of the County. If the assignee agrees in writing to assume Nypro's obligations under this Agreement, then Nypro will be relieved of its obligations under this Agreement. Nypro will give the County written notice of any such assignment and assumption.

Nypro may, without the consent of the County, pledge, mortgage, grant a security interest in, and collaterally assign this Agreement, and any rights, privileges or claims under this Agreement, to any person or entity, including a collateral agent acting on behalf of lenders providing financing for the Facility (collectively, "**Financing Parties**"). The County will cooperate with Nypro, its affiliates, any

assignee of this Agreement, and any Financing Parties from time to time, including by entering into a consent to assignment or other agreements in connection with any collateral assignment on such terms as may be customary under the circumstances and shall be reasonably required by such Financing Parties.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Nypro represents and warrants to the County that as of the Effective Date: (i) it is a limited liability company duly organized and existing under the laws of the State of North Carolina; (ii) it has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement; (iii) this Agreement (A) is the legal, valid and binding agreement of Nypro, enforceable against Nypro in accordance with its terms, (B) does not violate any order of any court or other agency of government binding on Nypro or the charter documents of Nypro, and (C) does not conflict with, result in a breach of, or constitute an event of default under any material indenture, agreement or other instrument to which Nypro is a party; and (iv) Nypro has not received written notice of any action or proceeding that challenges the validity of this Agreement or Nypro's right and power to enter into and perform this Agreement.

The County represents and warrants to Nypro that: (i) the County is a political subdivision and body politic of the State of North Carolina with power and authority to enter into and perform this Agreement; (ii) the County has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) this Agreement is a legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms; and (iv) the County has not received written notice of any action or proceeding that challenges the validity of this Agreement or the County's right and power to enter into and perform this Agreement.

ARTICLE X

CONTINUING CONTRACT

The parties hereto understand that this Agreement is and shall be construed as a continuing contract pursuant to N.C.G.S. §153A-13.

ARTICLE XI

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the

Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter.

- The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Nypro and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Nypro, to:

Nypro, a Jabil Company
100 Vista Blvd.
Arden, NC 28704

If to the County, to:

Timothy T. Love
Economic Development Director
200 College Street, Suite 300
Asheville, NC 28801

With copy to:

Michael C. Frue
Buncombe County
Senior Staff Attorney
200 College Street, Suite 100
Asheville, NC 28801

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Nypro shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Nypro's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Nypro or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Nypro prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Nypro (and, to the extent possible, give Nypro the opportunity to contest any disclosure of information or records Nypro believes should not be disclosed) before making any such disclosure.

Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

ARTICLE XII

CONFIRMATION LETTER AND DOCUMENTATION

Nypro agrees to submit a Confirmation Letter with Supporting Documentation when requesting disbursement of incentive grants, or when certifying that performance commitments have been maintained. A sample confirmation letter is provided below. Acceptable forms of documentation are filings by Nypro with the N.C. Employment Security Commission as to unemployment compensation taxes, and filings by Nypro with the Buncombe County Tax Department as to business personal property listings. The below confirmation letter and associated language are for illustrative purposes and do not reflect any agreement between Nypro and County.

Sample Confirmation Letter

To Whom It May Concern,

This statement made as of the _____ day of _____, 20## by _____ (“Company”) is intended to certify that Company has [achieved / not achieved, maintained / not maintained] the investment, job creation, and average wage goals identified in the Economic Development Agreement (EDA) with Buncombe County. If any of the goals are not met, the exceptions are documented in this letter. Where all goals have been achieved, this letter serves as Company’s request for disbursement based on the grant incentive schedule defined in the EDA.

Company recognizes that incentive grants can only be awarded if Company certifies that all goals have been met and provides adequate supporting documentation for these targets. Company further realizes that all supporting documentation is subject to review by County staff. Company acknowledges that the definition and requirements for adequate supporting documentation are documented in the EDA.

Below is a summary of EDA goals and actual performance.

Type	Goal (for Year Requesting Disbursement)	Actual Performance (for Year Requesting Disbursement)	Goal Status (Achieved, Not Achieved)	Prior Year	Total (since EDA Award)
Investment	\$5,000,000.00	\$5,123,987.00	Achieved	\$1,234,698.15	\$8,000,000
Jobs (Full-Time)	47	47	Achieved	12	64
Average Wage	\$25.97	\$32.23	Achieved	\$15.05	\$29.00
Health Insurance (Full-Time Employees)	50% cost covered	50% cost covered	Achieved	50% cost covered	50% cost covered

Enclosed please find supporting documentation for the data provided above.

BY: _____
 [Chief Executive Officer/Chief Financial Officer/President]

ATTEST:

NAME, NYPRO

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that s/he is the TITLE of NYPRO a North Carolina for profit corporation, and that as TITLE, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the corporation, as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Grantor executes the foregoing instrument in the ordinary course of its business by the signature(s) below of its duly authorized representative(s) and as the act of such entity.

NYPRO

By: _____
NAME / TITLE

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged his due execution of the foregoing instrument as a Member/Manager of Nypro, a North Carolina limited liability company, on behalf of said limited liability company, by authority duly vested.

Witness my hand and official stamp or seal, this the ____ day of _____, ____.

My commission expires:

NOTARY PUBLIC

Sample Supporting Investment Documentation
 Example investment documentation with redacted information.

BUNCOMBE COUNTY TAX ASSESSOR
 LISTING DIVISION
 94 COXIE AVENUE
 ASHEVILLE, NC 28901
 (828) 253-4939
 www.buncombecounty.org

Return by
JANUARY 31, 2018
 to avoid a 10% penalty
BUSINESS LISTING FORM



Ext ✓

2018

ABSTRACT NUMBER	OWNER ID	LOCATION	DISTRICT CODES
			BUN, CAS



5732747-6035-1 3 6 6035 2 MB 0.423 37



Bus. Begin Date: 01/01/1957 Bus. Yr End:
 Type of Bus: MANUFACTURING
 Sole Prop: () Partnership: () Corp: () LLP: () LLC: ()
 Person to contact for additional information
 Phone: FAX:
 E-Mail:
 OTHER NC COUNTIES WHERE PERSONAL PROPERTY IS LOCATED

Please make any corrections to name, address and location that are needed

SCHEDULE A PERSONAL PROPERTY - SEE INSTRUCTIONS

ACQUIRED MACHINERY & EQUIPMENT					ACQUIRED IMPROVEMENTS TO LEASED PROPERTY				
YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL	YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017					2017				
2016					2016				
2015					2015				
2014					2014				
2013					2013				
2012					2012				
2011					2011				
2010					2010				
2009					2009				
2008					2008				
2007					2007				
2006					2006				
2005					2005				
2004					2004				
2003					2003				
2002					2002				
PRIOR					PRIOR				
TOTAL					TOTAL				

ACQUIRED FURNITURE & FIXTURES					ACQUIRED OTHER				
YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL	YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017					2017				
2016					2016				
2015					2015				
2014					2014				
2013					2013				
2012					2012				
2011					2011				
2010					2010				
2009					2009				
2008					2008				
2007					2007				
2006					2006				
2005					2005				
2004					2004				
2003					2003				
2002					2002				
PRIOR					PRIOR				
TOTAL					TOTAL				

ACQUIRED COMPUTER EQUIPMENT				
YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				
2007				
PRIOR				
TOTAL				

CONSTRUCTION IN PROGRESS (PLEASE ATTACH A DETAILED LIST)
 Report 100% of cost of all personal property carried in a CIP account as of January 1, 2018 \$ _____

SUPPLIES ON HAND JANUARY 1, 2018
 Beauty & Barber, restaurant, hotel & motel items medical, dental & professional, office, maintenance & janitorial, equipment spare parts & tools and fuel of all kinds etc.
 Prior Year Supplies: _____ Jan. 1 2018 Supplies: _____

EXPENSED ITEMS
CAPITALIZATION THRESHOLD:

YEAR	PRIOR YR. COST	ADDITIONS	DELETIONS	TOTAL
2017				
2016				
PRIOR				
TOTAL				

SCHEDULE B OTHER EQUIPMENT OWNED AS OF JANUARY 1 BOATS & BOAT MOTORS, AIRCRAFT, MANUFACTURED HOMES (EQUIPMENT ADDED AFTER ORIGINAL PURCHASE SHOULD BE LISTED SEPARATELY) ATTACH ADDITIONAL SCHEDULE IF NECESSARY.

Property Type	Description: (Make/model/serial #, size, cost, registration #, location, year acquired)	Tax office use

Sample Supporting Job and Wage Documentation

Example job documentation with redacted information. Submitted documentation should redact personal information (e.g., social security numbers), but provide level of detail necessary to calculate number of full-time jobs employed during the period and average wage of full-time jobs in the period.

STATEMENT OF DEPOSITS & FILINGS



TAX FILING SERVICE

** FOURTH QUARTER 2017 **



STATEMENT DATE 01/26/18
 SR/COMPANY ST/SE6R
 AGENT 005
 COMBO NO

SIT-ID: 101029871
 SUI-ID: 01-06-748 3

STATE OF NORTH CAROLINA

QUARTER WAGE RECAP:
 SIT TOTAL WAGES 169,333.50
 SUI SUBJECT WAGES 174,252.11
 EXCESS SUI WAGES 165,152.11
 SUI TAXABLE WAGES 9,300.00

STATE INCOME TAX WITHHELD 8,623.00

EMPLOYEES: TOTAL MALE FEM NEW
 MONTH 1 7 6 1 HIRE
 MONTH 2 7 6 1
 MONTH 3 6 6 0 0
 WAGE DTL 8
 SUI FR RATE 1.58004
 SUI LIMIT 23,100
 SUI DEPOSIT FREQ: ACCELERATED QUARTERLY VIA E

SIT DEPOSIT FREQ: SEMI-WEEKLY VIA EFT

ADP FILING RESPONSIBILITY: SIT QUARTERLY ANNUAL/M2S SUI QUARTERLY IF REQUIRED
 CLIENT FILING RESPONSIBILITY: NONE

DEPOSIT DETAIL

QDC BATCH NUM 174/000

DEPOSIT DATE	STATE INCOME TAX	EMPLOYER SUI	TOTAL
10-11-17			
10-17-17			
10-24-17			
10-31-17			
11-07-17			
11-14-17			
11-21-17			
11-28-17			
12-05-17			
12-12-17			
12-19-17			
12-26-17			
01-03-18			
02-02-18			
TOTAL DEPOSITS			
TOTAL LIABILITY			
*ADJUSTMENT			
DIFFERENCE			

We have filed this information with the appropriate agency. We have also filed the annual reconciliation and W-2 Forms required by the state agency.

CONTINUED ON THE NEXT PAGE

THIS STATEMENT SHOULD BE RETAINED AS PART OF YOUR TAX RECORDS.

ARTICLE XIII

PRORATED AMOUNTS

If Nypro is unable to meet the performance commitments as defined in Section 3.4, Nypro may be eligible for a prorated incentive payment. The prorated amount is defined as follows

- a) The "Full-time Project Related Job Incentive" shall be 50% (\$85,000.00) of the total incentive (\$170,000.00).
- b) The "Direct Investment Incentive" shall be 50% (\$85,000.00) of the total incentive (\$170,000.00).
- c) If Nypro meets all Direct Investments, the company is eligible for the complete Direct Investment incentive (\$85,000.00).
- d) If Nypro meets all Full-Time Project Related Job Commitments, the company is eligible for the complete Full-Time Project Related Jobs incentive (\$85,000.00).
- e) If Nypro does not meet all Direct Investment commitments, the company is eligible for a prorated incentive amount. The prorated formula shall be the "Actual Direct Investment" amount divided by the "Total Direct Investment" commitment (\$18,450,000.00), multiplied by the Direct Investment Incentive (\$85,000.00).
- f) If Nypro does not meet all Full-Time Project Related Job commitments, the company is eligible for a prorated incentive amount. The prorated formula shall be the "Actual Full-Time Project Related Jobs" amount divided by the "Total Full-Time Project Related Jobs" commitment (68 jobs), multiplied by the Full-Time Project Related Jobs Incentive (\$85,000.00).

[Signature Page Follows]

**SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN
NYPRO and BUNCOMBE COUNTY**

IN WITNESS WHEREOF, the parties have caused this Incentive Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

NYPRO INC.

ATTEST:

By: _____
Printed Name:
Title:

By: _____
Printed Name: _____
Title: _____

**SIGNATURE PAGE 2 OF 2 TO INCENTIVE AGREEMENT BETWEEN
NYPRO and BUNCOMBE COUNTY**

[SEAL]

BUNCOMBE COUNTY

ATTEST:

By: _____

Printed Name: _____

Title: _____

Lamar Joyner, Clerk to the Board

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act

Name: Don Warn
Finance Officer
Buncombe County, North Carolina