

**SYSTEM LOGISTICS CORPORATION**

**and**

**BUNCOMBE COUNTY, NORTH CAROLINA**

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**INCENTIVE AGREEMENT**

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**Dated as of April \_\_, 2021**

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## INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("**Agreement**") is dated as of \_\_\_\_ day of April, 2021 ("**Effective Date**"), and is between **System Logistics Corporation**, a North Carolina limited liability company (hereinafter sometimes collectively referred to as "**SLC**"), and **BUNCOMBE COUNTY**, a public body politic and a political subdivision of the State of North Carolina ("**County**").

### RECITALS:

- WHEREAS, SLC is a leading global supplier of innovative intra-logistics and material handling solutions for the warehouses, distribution centers, and manufacturing operations worldwide who are looking to optimize their supply chain. With a special focus on the Food & Beverage industry, System Logistics develops tailor made solutions of automated storage and picking for their customers, which include stacker cranes, material handling, software and services;
- WHEREAS, SLC currently employs 124 employees at its manufacturing facility located at 115 Vista Blvd, Arden, NC 28704 ("**Facility**");
- WHEREAS, SLC desires to expand the Facility by investing three million dollars (\$3,000,000.00), creating 47 new full time project related jobs that pay an average wage of sixty six thousands, nine hundred fourteen point eighty nine (\$66,914.89) not including benefits ("**Project**"), and purchasing its current facility for nine million dollars (\$8,200,000.00);
- WHEREAS, SLC 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, SLC informed the County that if the County did not promise such economic development incentives, then SLC 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 three million dollars (\$3,000,000.00) and 47 new full time project related jobs as described above, the County proposed to pay SLC grants in the total cumulative amount of \$100,000.00 to be paid at the completion of the project on or after April 1, 2026 (Confirmation Date); 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 show on filings by SLC 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 SLC 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 SLC 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 Incentive Confirmation Date for this agreement is April 1, 2026.

“Confirmation Letter” means a certified letter submitted by SLC 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 SLC 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 SLC 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, SLC must file Business Personal Property listings with the Buncombe County Tax Department by December 31<sup>st</sup>. SLC 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) created or retained throughout the Project Period.

“Facility” the Property and improvements located at 115 Vista Blvd, Arden, NC 28704.

“Full-Time Project Related Jobs” means the total number of new full time employees employed by SLC throughout the Project Period as of Confirmation Date. Such employees may be hired at any time on or prior to Confirmation Date so long as SLC hires the required number of new full time employees as specified herein being paid at the average wages as set forth herein. “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 SLC’s creation of 47 new full time jobs that pay an average wage of sixty six thousands, nine hundred fourteen point eighty nine (\$66,914.89), not including benefits. Additionally, SLC will retain its existing 124 employees for a total of not less than 171 full-time employees.

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

“Project” has the meaning specified in the Recitals.

“Project Period” is the period of time in which SLC must meet the performance commitments as agreed. For this agreement, the Project Period is January 11, 2021, announcement date, through April 1, 2026, end of Retention Period.

“Retention Period” is the period of time that the SLC must maintain jobs and investment commitments. For this agreement, the Retention Period is two years beginning April 1<sup>st</sup> 2024 through April 1, 2026.

“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**

**SLC’S COMMITMENTS**

3.1 In return for the Incentives set forth herein, which are a competitive necessity for SLC to increase capacities and operations in the County, SLC commits to certain Performance Commitments related to new full-time project related jobs created as well as currently exiting 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 SLC will meet or exceed the Performance Commitments.

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

(a) SLC will create forty seven (47) new Full-Time Project Related Jobs by the Confirmation Date.

- (b) SLC will keep and maintain the currently existing hundred and twenty four (124) full-time jobs it currently has in Buncombe County.

Year	Number of New Jobs	Number of Retained Jobs	Total Cumulative Jobs
2021	17	124	141
2022	15	124	156
2023 – Q1 2024	15	124	171

- (c) SLC will maintain at the Facility throughout the “**Retention Period**”, the forty seven (47) new Full-Time Project Related Jobs as well as the current hundred and twenty four (124) 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 one hundred and twenty four (124) Full-Time Jobs at all times during the Jobs Retention Period. SLC 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 SLC to the N.C. Employment Security Commission.
- (d) SLC agrees that for the length of the Retention Period, the average wage level of the existing and new Full-Time Project Related Jobs specified in Section 2.1(a) above shall be at least \$ 32.17, 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 SLC to the N.C. Employment Security Commission.

Position Description	Jobs	Annual Wage	Hourly Wage
Administrative	3	\$45,000.00	\$21.63
Service/Site Tech.	14	\$50,000.00	\$24.04
Engineering: EE/ME	12	\$65,000.00	\$31.25
Software/PLC	12	\$80,000.00	\$38.46
Project Managers	3	\$90,000.00	\$43.27
Sales Mgr., Tech Sales	3	\$100,000.00	\$48.08

- (e) SLC 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 three million dollars (\$3,000,000.00).

Year	Real	Personal
2021	\$0.00	\$200,000.00
2022	\$500,000.00	\$600,000.00
2023 – Q1 2024	\$500,000.00	\$1,200,000.00

- (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. SLC must submit an annual Confirmation Letter certifying that it meets or exceeds the Direct Investment requirements. This will be determined based on filings by SLC with the Buncombe County Tax Department as to business personal property listings

3.2 SLC recognizes that incentive grants can only be awarded if SLC 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. SLC further understands that all supporting documentation is subject to review by County staff. SLC 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. SLC will submit a confirmation letter on the Incentive Confirmation Date, and on an annual recurring basis SLC 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 SLC 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 SLC 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 SLC has as of each Confirmation Date shall be the number shown on filings by SLC 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 SLC does not make the Direct Investment on or before the scheduled Incentive Confirmation Date, then the incentive grants will be prorated based on the actual amounts achieved and the formula in **Article XIII**.
- (b) If SLC does not maintain the amount of investment throughout the retention period, then SLC will be subject to recapture as provided in **Article V**.
- (c) If SLC does not create the new Full-Time Project Related Jobs and retain the existing jobs, on or before the scheduled Incentive Confirmation Date, then the incentive grants will be prorated based on the actual amounts achieved and the formula in **Article XIII**.
- (d) If SLC does not maintain the Jobs Minimum throughout the Retention Period, then SLC will be subject to recapture as provided in **Article V**.

## ARTICLE IV

### INCENTIVE GRANTS

To induce SLC 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 SLC a grant on the date specified below ("**Future Incentive Payment**"). This Incentive Grant shall be in the amount of \$100,000. The incentive payout schedule is provided below.

Calendar Year	Confirmation Date	Incentive Payout Date	Capital Investment Incentive	Job Incentive
2021	April 1, 2022	July 1, 2022	\$0.00	\$0.00
2022	April 1, 2023	July 1, 2023	\$0.00	\$0.00
2023 – Q1 2024	April 1, 2024	July 1, 2024	\$50,000.00	\$50,000.00

SLC 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 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 90 days of receipt.

Provided however, that if SLC 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, SLC must comply with all Federal, State and Local laws. Further if SLC 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 SLC until SLC pays the amount of such property taxes it owes the County, unless SLC 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 SLC fail to maintain the Jobs Minimum during the Jobs Retention Period then SLC shall refund to the County all Incentive Grants the County has already paid SLC 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 SLC 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, SLC shall refund to the County all Incentive Grants the County has already paid SLC 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 SLC above and beyond the refund amount due.

## **ARTICLE VII**

### **TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS**

Notwithstanding anything herein to the contrary, if SLC 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 SLC 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 SLC which causes SLC an inability to obtain labor or materials;
- (f) delay in funding from any state or local government incentive to or for the benefit of SLC, or;
- (g) any other event, other than normal business exigencies, which is beyond the reasonable control of SLC.

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**

SLC 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 SLC's obligations under this Agreement, then SLC will be relieved of its obligations under this Agreement. SLC will give the County written notice of any such assignment and assumption.

SLC 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 SLC, 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**

SLC 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 SLC, enforceable against SLC in accordance with its terms, (B) does not violate any order of any court or other agency of government binding on SLC or the charter documents of SLC, 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 SLC is a party; and (iv) SLC has not received written notice of any action or proceeding that challenges the validity of this Agreement or SLC's right and power to enter into and perform this Agreement.

The County represents and warrants to SLC 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 SLC and the County listed below, or those other addresses of which either party gives the other party written notice:

If to SLC, to:

System Logistics Corporation  
115 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, First Floor  
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 SLC 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 SLC'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 SLC 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 SLC prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with SLC (and, to the extent possible, give SLC the opportunity to contest any disclosure of information or records SLC 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**

SLC 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 SLC with the N.C. Employment Security Commission as to unemployment compensation taxes, and filings by SLC 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 Buncombe County 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)	80% cost covered	80% cost covered	Achieved	80% cost covered	80% cost covered

Enclosed please find supporting documentation for the data provided above.

BY: \_\_\_\_\_

[Chief Executive Officer/Chief Financial Officer/President]

ATTEST:

\_\_\_\_\_  
NAME, SLC

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 SLC 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.

SLC

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 SLC, 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

Example investment documentation with redacted information.

## 2018

[illegible]

## 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

\*\* FOURTH QUARTER 2017 \*\*



### TAX FILING SERVICE

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

SIT-ID: 101029871  
SUI-ID: 01-06-748 5

### STATE OF NORTH CAROLINA

QUARTER WAGE RECAP:  
SIT TKRL WAGES 169,333.50  
SUI SUBJECT WAGES 174,252.11  
EXCESS SUI WAGES 165,352.11  
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 TK RATE 1.58004  
SUI LIMIT 23,100  
SUI DEPOSIT FREQ: ACCELERATED QUARTERLY VIA E

SIT DEPOSIT FREQ: SEMI-WEEKLY VIA EFT

ADF FILING RESPONSIBILITY: SIT QUARTERLY ANNUAL/425 SUI QUARTERLY IF REQUIRED  
CLIENT FILING RESPONSIBILITY: NONE

### DEPOSIT DETAIL

QDC BATCH NR 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.

21516-9001

## ARTICLE XIII

### PRORATION FORMULA

If SLC's Average Actual Performance is less than one hundred percent (100%) of the Performance Commitments, SLC's Incentive will be adjusted proportionately by multiplying the Incentive by the Percentage of Actual Performance. The resulting number will then be subtracted from the Incentive to determine what amount the Incentive for the applicable period.

#### **Average Actual Performance Formula**

The Average Actual Performance shall be determined by the following formula

$$\frac{\text{Actual Direct Investment}}{\text{Direct Investment Commitment}} = \text{Percentage of Committed Direct Investment}$$

$$\frac{\text{Actual Jobs}}{\text{Jobs Commitment}} = \text{Percentage of Committed Jobs Created}$$

#### **Example**

A	B	C	D	E	F	G	H	I	J	K
Year	Actual Direct Investment	Direct Investment Commitment	Percentage of Committed Direct Investment (B / C)	Direct Investment Incentive	Investment Incentive Amount (D * E)	Actual Jobs	Jobs Commitment	Percentage of Committed Jobs (G / H)	Jobs Incentive	Job Incentive Amount (I * J)
2022	\$2,000,000	\$3,000,000	66.6%	\$50,000.00	\$33,333.33	150	171	87.7%	\$50,000.00	\$43,859.65

[Signature Page Follows]



**SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN  
SLC CO., 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]

**SLC CO., LLC**

**ATTEST:**

**By:** \_\_\_\_\_  
**Printed Name:**  
**Title:**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

[SEAL]

**SLC, LLC**

**ATTEST:**

**By:** \_\_\_\_\_  
**Printed Name:**  
**Title:**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**SIGNATURE PAGE 2 OF 2 TO INCENTIVE AGREEMENT BETWEEN  
SLC CO., LLC, 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