

AGENDA
SPECIAL MEETING OF THE CATAWBA COUNTY BOARD OF COMMISSIONERS

Thursday, June 25, 2015, 11:00 a.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Departmental Report:
Economic Development Corporation.
Blue Bloodhound, LP, Economic Development Agreement and Resolution.
Presented by Economic Development Corporation President Scott Millar.
3. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Participation in public meetings is without regard to race, color, national origin, sex, religion, age, or disability.

MEMO

To: Catawba County Board of Commissioners
From: Scott Millar – Catawba County EDC
Date: June 25, 2015
Subject: Blue Bloodhound Economic Development Agreement and Resolution

Request

The Board of Commissioners consider approval of the Economic Development Agreement between the County and Blue Bloodhound, LP, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

Project Background and Company Overview

The project will facilitate the implementation of internet-based web and mobile software platforms developed by the company that will connect drivers nationwide to needed shipments. The proposed project, based in and managed in Hickory, will assist truck drivers maintain safety records, permitting deadlines, records management and other driver requirements. On the other side, the services will help them connect immediately to loads based on their current location. By eliminating the pressures of self-maintaining their regulatory file, these drivers are able to more efficiently focus on moving product across the United States. Likewise, the platforms will assist the owners of the loads with timely access to drivers, who are ready to move products with no wait times.

The proposed project will up-fit and equip space in the redeveloping Moretz Mills building at 74 8th Street, SE in Hickory, and will cause a minimum of \$400,000 new investment and create 191 new jobs by December 31, 2017. The average wage of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards.

The project has considered multiple buildings in several counties in North Carolina, Virginia and South Carolina. The renovated Moretz Mill facility had unimproved space the Company considered ideal for its operation. The City of Hickory is the applicant for a State of NC Building Renovation Grant in the total amount of \$259,400 from the Rural Division of the NC Department of Commerce.

The project is a division of The Greene Group LLC, headquartered in Davidson, NC. The company has consistently been recognized as one of the Best Places to Work by the Charlotte Business Journal. The Green Group has several companies under its corporate umbrella that focus on locating top-performing C-level executives, experts in science or technology, and qualified truck drivers.

Economic Development Incentive Grant Overview and Clawbacks

The proposed incentive grant is based on a contract with obligations requiring satisfactory performance by the Company. The contract requires a minimum investment of \$400,000, and the creation of 191 new jobs at the new facility by December 31, 2017, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below. The average wage of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards. County will provide a one-

time payment of \$800 for each of the jobs created commencing with the jobs created beginning June 24, 2015. The County will provide an additional one-time payment of \$800 for up to 21 high-wage positions created at the Hickory facility that can be documented to meet or exceed the following criteria:

- Yearly earnings (all cash payments, bonus payments, and commissions, not to include non-cash benefits) in excess of \$75,000 per year, and
- Proof of residency within the City of Hickory or within Catawba County.

In no event will the cumulative payments by County exceed One Hundred Sixty Nine Thousand, Six Hundred Dollars (\$169,600).

Like all incentives provided by the County, these incentives will be based on an economic development agreement which requires the project to meet minimum thresholds of investment (\$400,000) and job creation (191) by 2017, all of which must be maintained for a minimum of three years after the final incentive payment. Clawbacks are included in the agreement requiring repayment should the investment and job creation amounts not be met or sustained.

Recommendation

The Board of Commissioners approve the Economic Development Agreement between the County and Blue Bloodhound, the related resolution attached, and authorize the Chair to execute these along with any other needed documents.

Resolution No. 2015-

Resolution Authorizing Economic Development Incentives for Blue Bloodhound, LP

WHEREAS, Blue Bloodhound, LP, (herein referred to as “the Company”) requested incentives to cause a minimum investment of \$400,000 including the up-fit and equipping of a facility at 74 8th Street, SE in Hickory by December 31, 2017, which must be maintained for a minimum of three years after the final incentive payment, and the creation and maintenance of a minimum of 191 new jobs by December 31, 2017, with a requirement to not hire anyone without a minimum of a high school diploma for anyone 25 years of age or below, and that the average wage of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce’s Wage Standards.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Catawba County, North Carolina, as follows:

The Board of Commissioners approves a performance based grant based on the minimum investment and maintenance of \$400,000 and 191 new jobs providing a one-time payment of \$800 for each of the jobs created commencing with the jobs created beginning June 25, 2015. County will provide an additional one-time payment of \$800 for up to 21 high-wage positions created at the Hickory facility that can be documented to meet or exceed the following criteria:

- Yearly earnings (all cash payments, bonus payments, and commissions, not to include non-cash benefits) in excess of \$75,000 per year, and
- Proof of residency within the City of Hickory or within Catawba County.

In no event will the cumulative payments by County exceed One Hundred Sixty Nine Thousand, Six Hundred Dollars (\$169,600). This grant will be used to reimburse the Companies’ expenditures as eligible under North Carolina General Statute 158-7.1. The Board of Commissioners also directs the County to execute a contract and any necessary resolutions or addenda between the Company and the County under these terms and conditions and authorizes the Chair to execute these documents.

This the 25th day of June, 2015.

Randy Isenhower, Chair
Catawba County Board of Commissioners

Prepared by:
Debra Bechtel, Catawba County Attorney
PO Box 389, Newton, NC 28658

**STATE OF NORTH CAROLINA COUNTY OF CATAWBA AND
COUNTY OF CATAWBA BLUE BLOODHOUND, LP
ECONOMIC DEVELOPMENT AGREEMENT**

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this ___ day of ____, 2015, by and between **Catawba County** (the "County"), a North Carolina body politic, having a mailing address of **Post Office Box 389, Newton, NC, 28658**, and **Blue Bloodhound, LP**, (the "Company"), a North Carolina limited liability company qualified to do business in the State of North Carolina, having a mailing address of **130 Harbour Place Drive, Suite 310, Davidson, NC 28036**.

WITNESSETH:

WHEREAS, North Carolina General Statute (NCGS) 158-7.1(a) authorizes County to make appropriations for the purpose of aiding and encouraging the location of business enterprises and industrial and commercial plants in or near its boundaries, and Company is engaged in developing Information Technology products and Electronic Business to Business Services within the meaning of NCGS 158-7.1; and

WHEREAS, Company intends to lease, improve and equip, or cause to have improved (the "Improvements"), at the Moretz Mills LLC facility at 74 8TH ST SE, HICKORY, NC (Parcel ID # 370208994831, the "Property"), at a cost of not less than Four Hundred Thousand Dollars (\$400,000) and intends to create a minimum of One Hundred and Ninety One (191) new jobs at the facility over a three year improvement period, with the improvements to be made and new jobs to be created between June 25, 2015 and December 31, 2017 (the "Improvement Period"); and

WHEREAS, Company anticipates having an additional 63 jobs in 2018-19 although those jobs are not a part of this economic development agreement; and

WHEREAS, Company expects to be a community-oriented company and intends to participate in philanthropy, community events and programs intended to increase the health and happiness of their employees and the greater community as a whole; and to consider participation in the Catawba EDC's corporate Committee of 100 501(c)(3) non-profit sponsorship; and

WHEREAS, Company is encouraged, to the reasonable extent possible, to purchase local services and supplies, such as, but not limited to, locally produced products, local hotel, motel and hospitality services, local building and construction services, and other products and services;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I – COMPANY

1. On or before August 31, 2015, Company shall:
 - 1.1 Deliver to County a certificate confirming that Company has leased the real Property and has caused the improvement and installation of the Improvements that will result in the creation, maintenance and availability of a minimum of 191 new jobs prior to December 31, 2017, and the average of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays Company the economic development incentive provided for herein. Company affirms understanding of, and agrees to comply with, the Calendar of Responsibilities as outlined in Exhibit "A". Such certificate shall be in the form or substantially in the form of the certificate attached to this Agreement as Exhibit "A".
 - 1.2 Provide an Opinion of Counsel for Company, in form and substance reasonably satisfactory to County, that this Agreement has been duly authorized, executed and delivered by Company; and
 - 1.3 Provide an Opinion of Counsel for Company, in form and substance reasonably satisfactory to County, stating that this Agreement is binding upon and enforceable against Company, in North Carolina, in accordance with its terms.
2. In order to induce County to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, Company represents and warrants that, as of the execution date hereof:
 - 2.1 Company is a North Carolina limited liability company qualified to do business in the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;
 - 2.2 Company has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;
 - 2.3 The undersigned representative of Company has the right, authority and duty to execute this Agreement in the name and on behalf of Company";
 - 2.4 This Agreement (i) is the valid and binding instrument and agreement of Company, enforceable against Company in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on Company, the charter documents or operating agreement of Company or any provision of any indenture, agreement or other instrument to which Company is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which Company is a party;

- 2.5 There is no suit, claim, action or litigation pending, or to the knowledge of Company threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein;
- 2.6 There is no impediment to the use of the Property for the purposes contemplated by this Agreement.
- 2.7 Company is not engaged in a business that would be exempt from property taxes.
3. In order to induce Company to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives, County represents and warrants that, to the best of County's knowledge, that, as of the execution date hereof:
 - 3.1 County is a North Carolina body politic corporate in nature and existing under North Carolina law;
 - 3.2 County has the power and authority to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
 - 3.3 The undersigned authorized representative of County has the right, authority and duty to execute this Agreement in the name and on behalf of County;
 - 3.4 This Agreement (i) is the valid and binding instrument and agreement of County, enforceable against County in accordance with its terms; (ii) does not violate any order of any court or other agency of government binding on County, the charter documents of County or any provision of any indenture, agreement or other instrument to which County is a party; and (iii) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which County is a party; and
 - 3.5 There is no suit, claim, action or litigation pending, or to the knowledge of County threatened, relating to the Improvements, the use of the Improvements for their intended purpose, or any other matter contained herein.
4. Company shall make or cause to be made investments to the Property and Improvements during the Improvement Period. Cumulative expenditures will meet or exceed Four Hundred Thousand Dollars (\$400,000) by December 31, 2015, all of which will qualify and result in additional value for ad valorem tax purposes as determined by the Catawba County Tax Office, and Company further agrees to maintain in place, in good condition (ordinary wear and tear excepted), said Improvements for three years after the final incentive payment.
5. Company shall create a minimum of 191 new jobs at the Property in Hickory by December 31, 2017, with a minimum job creation each year ending on December 31st as follows: 73 new jobs in 2015, an additional 84 new jobs created in 2016 and an additional 34 new jobs created in 2017. Of the 191 new jobs created, up to 21 are expected to pay salaries in excess of \$75,000 per year created as follows: 10 jobs in

2015, 8 jobs in 2016 and 3 jobs in 2017. Company will maintain or make available these jobs in place for three years after the final incentive payment. A job is defined as employment that provides 1600 hours or more of work in any 12 month period.

SECTION II – COUNTY

- 6. On or before August 31, 2015, County shall deliver to Company an Opinion of Counsel for County, in form and substance reasonably satisfactory to Company, that this Agreement has been duly authorized, executed and delivered by County; and stating that this Agreement complies with the terms and requirements of NCGS 158-7.1(a) and is binding upon and enforceable against County with its terms; and evidence in the form of a Resolution or Resolutions, or official minutes, which County duly adopted authorizing the economic development incentives set forth in this Agreement.
- 7. Payment of economic development incentives for Job Creation in accordance with Paragraph 5 of this Agreement shall be made as follows:
 - a. County will provide a one-time payment of \$800 for each of the jobs created commencing with the jobs created beginning June 25, 2015, pursuant to Paragraph 5. Should the Company create additional jobs above the amounts required for given year these jobs will accrue toward the allowable maximum for the following year but the parties agree payments for jobs shall not exceed what is depicted in the chart below. Payments will be made pursuant to paragraph 5 above with maximum payments as reflected herein and further depicted in the chart below.
 - b. County will provide an additional one-time payment of \$800 for up to 21 high-wage positions created at the Hickory facility that can be documented to meet or exceed the following criteria:
 - i. Yearly earnings (all cash payments, bonus payments, and commissions, not to include non-cash benefits) in excess of \$75,000 per year, and
 - ii. Proof of residency within the City of Hickory or within Catawba County.
 - c. In no event will the cumulative payments by County exceed One Hundred Sixty Nine Thousand, Six Hundred Dollars (\$169,600).

| Project Year | Total Number of Jobs Created by Year | Incentive Payment by County by Year | Number of High Wage Positions Created by Year (\$75,000+) | Additional Incentive for High Wage Positions | Maximum Incentive Payment by Year |
|---------------------|---|--|--|---|--|
| 1 (2015) | 73 | \$800 | 10 | \$800 | \$66,400 |
| 2 (2016) | 84 | \$800 | 8 | \$800 | \$73,600 |
| 3 (2017) | 34 | \$800 | 3 | \$800 | \$29,600 |
| Total | 191 | | 21 | | \$169,600 |

- d. Said amounts shall be payable annually, beginning with a payment in early 2016 for jobs created during Project Year 1 and properly documented as required under the terms of this agreement, with similar payments in each of the following two years for additional jobs created in Project Year 2 and 3.
- e. Upon creation of new jobs by Company at the facility for each of 2015 through 2017 and certification by Company in the form or substantially in the form of the certificate attached hereto as Exhibit B, and proof of payment of taxes as agreed herein, County will, within sixty (60) days, pay to Company an economic development incentive payment, the amount of which is calculated in Paragraph 7.c.
- f. Company shall furnish to County on or before March 5th of each calendar year, following and corresponding to the previous July 1st when taxes are billed, the certification required by this Section 7 and proof of payment of all applicable taxes. If requested, Company shall provide County, at County's expense, independent certification as to such expenditures and number of existing jobs.

SECTION III - OTHER

- 8. Force Majeure. Notwithstanding the provisions of Paragraph 9, in the event Company is unable to meet the requirements of this agreement as a result of (i) an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, terrorism, embargoes, labor disputes, including strikes, lockouts and job actions, or boycotts; (ii) the inability to obtain the governmental permits or approvals (including zoning) necessary for the acquisition of the land or undertaking and operating the Improvements after a good faith effort to obtain same has been made; (iii) shortages of materials or energy; (iv) changes in laws; or (v) other causes beyond the control of and arising without the fault or negligence of Company; then, in such event, the Improvement Period shall be extended for a period equal to the delay caused by any of the foregoing events so long as Company shall (a) have furnished County on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the Improvements. In accord with the foregoing, should Company be unable to meet the requirements as described above as a result of a force majeure, the obligation of the County to pay as provided in Section II above, shall be suspended until such time as the Company is relieved from the effect of an event of force majeure and resumes completion of the Improvements.
- 9. It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):
 - a. If Company, except in the event of force majeure, shall commit a material breach of a material obligation hereunder (including without limitation, the obligation to meet the investment goals and create and maintain a minimum of 90% of the number (191) newly created jobs as set forth herein) and such

breach shall continue for a period of sixty (60) or more days following receipt of written notice from County;

- b. If Company shall fail to qualify and/or maintain the requirements for eligibility and participation in agreements for State of North Carolina incentives, Building Reuse Grants, or other North Carolina grants/incentives applied for and awarded;
- c. If Company fails to timely file Exhibit A, or Exhibit B on or before March 5 of each year, following and corresponding to the previous July 1st when taxes are billed, and any qualifying incentive would be due to Company, this shall be deemed a breach of the Agreement and notwithstanding paragraph 10 below, the sole remedy will be that County will not owe Company any incentive that may have otherwise been due had those filings properly been made when due.
- d. If any material representation, warranty or other statement of fact contained in this Agreement or in any final writing, certificate, report or statement furnished by Company to County in connection with the transaction described in this Agreement, shall, to Company knowledge, be false or misleading in any material respect at the time given;
- e. If Company shall be unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of themselves or of the whole or any substantial part of their property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state;
- f. If County, except in the event of force majeure, fails to pay Company when such payment is due or is otherwise unable to pay its debts generally as they become due; files a petition to take advantage of any insolvency statute; makes an assignment for the benefit of creditors; commences a proceeding for the appointment of an emergency manager, receiver, trustee, liquidator or conservator or any similar entity; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or North Carolina;
- g. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of Company or of the whole or any substantial part of their properties, or approves a petition filed against Company seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute; or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Company or of the whole or any substantial part of their properties;

deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

County of Catawba: Catawba County
Attn: J. Thomas Lundy, County Manager
PO Box 389
Newton, NC, 28658

Copy to: County Attorney
Attn: Debra Bechtel, County Attorney
PO Box 389
Newton, NC, 28658

Blue Bloodhound, LP: Blue Bloodhound, LP
Attn: _____
130 Harbour Place Drive, Suite 310
Davidson, NC 28036

County or Company may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

14. This Agreement shall inure to the benefit of, and is binding upon, County and Company and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, nor claims created by this Agreement may be transferred by Company without the prior, written approval of County, which approval will not be unreasonably withheld.
15. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.
16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
18. Controlling Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general courts of justice in Catawba County, or if in Federal court in the Western District of North Carolina.
19. The term of this Agreement shall commence on the date of execution and expire upon payment by County of all payments due to Company and Company fulfilling all of its

requirements including real and personal property investments and the creation and maintenance of jobs, unless earlier terminated as provided herein.

- 20. Both Company and County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Company and County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

County of Catawba,
A North Carolina Body Politic

Attest:
(SEAL)

By: _____ **(Seal)**
Randy Isenhower, Chair
Catawba County Board of Commissioners

Clerk

Blue Bloodhound, LP

By: _____ **(Seal)**

TITLE

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

I, _____ a Notary Public of said county and state, certify that Barbara E. Morris personally came before me this day and acknowledged that she is County Clerk to the Catawba County Board of Commissioners, a body politic corporate in nature, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its Chair, sealed with its body politic seal, and attested by herself as County Clerk.

Witness my hand and seal this _____ day of _____, 2015.

[Seal]

Notary Public

My commission expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF CATAWBA**

I, _____ a Notary Public of said County and State, do certify that _____, Title, personally appeared before me this day and acknowledged on behalf of Blue Bloodhound, LP, the voluntary due execution of the foregoing document, all for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2015.

[Seal]

Notary Public

My commission expires: _____

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Approved as to form on behalf of County of Catawba only:

Debra Bechtel, County Attorney

EXHIBIT A
Joint Economic Development Agreement
Between County of Catawba and Blue Bloodhound, LP

CERTIFICATE

TO: Catawba County

This Certificate is delivered pursuant to paragraph 1.1 and paragraph 9 of the Joint Economic Development Agreement (the "Agreement"), dated _____, 2015, between Catawba County ("County") and Blue Bloodhound, LP ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, _____, do hereby certify, for and on behalf of Company, that:

- (a) Company has leased and equipped or caused to be equipped, the real property necessary for the Facility and the Improvements; and
- (b) Company will create, maintain and make available a minimum of 191 new jobs prior to December 31, 2017 and the average of these jobs will meet or exceed 100% of the Average Weekly Wage established for Catawba County by the North Carolina Department of Commerce's Wage Standards for each year that County pays Company the economic development incentive provided for herein; and
- (c) Company agrees to comply with the Calendar of Responsibilities listed below.

Calendar of Responsibilities:

- By January 5: Company makes payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Company must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Company must provide Real/Personal Property Tax listings to County Tax Office.

Dated at Catawba County, North Carolina, this ____ day of _____, 201__.

BLUE BLOODHOUND, LP

BY: _____

TITLE: _____

EXHIBIT B
Joint Economic Development Agreement
Between County of Catawba and Blue Bloodhound, LP

CERTIFICATE

TO: Catawba County

This Certificate is delivered pursuant to Section 7 and Section 9 of the Joint Economic Development Agreement ("the "Agreement") dated _____, 2015, between Catawba County ("County") and Blue Bloodhound, LP ("Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

"PROJECT BLUE" does hereby certify that:

- (a) The following improvements were made during the 20__ Calendar Year: _____;
- (b) The following jobs were created during the 20__ Calendar Year: _____ (please attach the most recent quarterly Form NCUI 101);
- (c) The following High Wage jobs (jobs with eligible salary/wage totals in excess of \$75,000 per year with documented residency within Catawba County and/or within the City of Hickory) were created within the 20__ Calendar Year: _____ (please attach proof of residency);
- (d) The average wage of all those employed at the _____ Hickory facility during the 20__ Calendar Year is as follows: (Wage Forms Total Payroll divided by number of employees) _____;
- (e) Total cumulative personal property valuation installed at the _____ facility during the 20__ Calendar Year _____; and
- (f) Proof of taxes paid is attached to this certificate.

Dated at Catawba County, North Carolina, this ____ day of _____, 20__.

Blue Bloodhound, LP

BY: _____
TITLE: _____

Attachments (required):

Current Year Catawba County personal and real property Tax Listing information as reported to Catawba County Tax Office, Most recent quarterly Form NCUI 101, Proof of taxes paid in full.

Calendar of Responsibilities:

- By January 5: Company makes payment to County according to Tax Listing filed by January 31st of the previous year unless extension is requested and approved for April 15th. Any extension request must be filed by January 31st.
- By March 5: Company must provide Exhibit A and Exhibit B, supporting documents and proof of payment and/or compliance as required within Agreement.
- By April 15: Company must provide Real/Personal Property Tax listings to County Tax Office.