

## PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT ("Agreement") is made this 15<sup>th</sup> day of March, 2016, by and among the **COUNTY OF BOTETOURT, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County"), the **ECONOMIC DEVELOPMENT AUTHORITY OF BOTETOURT COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("Authority"), **ELDOR CORPORATION S.p. A**, a corporation organized under the laws of Italy ("Parent"), **ELDOR AUTOMOTIVE POWERTRAIN USA, LLC**, a Delaware limited liability company qualified to transact business in the Commonwealth of Virginia ("Eldor Automotive"), **ELDOR REAL ESTATE USA, LLC**, a Delaware limited liability company qualified to transact business in the Commonwealth of Virginia ("Eldor Real Estate" and together with Parent and Eldor Automotive, jointly and severally, are referred to herein as the "Company"). Each of the County, the Authority and the Company are referred to herein as a "Party" and collectively as the "Parties".

### WITNESSETH:

WHEREAS, the County owns a 55.6 +/- acre undeveloped industrial site in the Greenfield Business Park, as generally depicted on the plan attached as **Exhibit A** hereto (the "Site"), and located in Botetourt County in the Amsterdam Magisterial District; and

WHEREAS, the Site has been leased by the County to the Authority; and

WHEREAS, the Company wishes to acquire the Site and construct thereon a facility approximately 250,000 square feet in size (the "Building"), and operate an automotive parts production facility thereon (the "Facility") thereby making a significant Capital Investment and creating and Maintaining a significant number of New Jobs, as such capitalized terms are defined herein; and

WHEREAS, the County has determined that it will make an appropriation of funds to the Authority for the purpose of promoting economic development within Botetourt County; and

WHEREAS, the Authority, based upon the County's appropriation of funds and the commitments and undertakings of the Company, has determined to make certain grants to the Company to promote economic development in Botetourt County; and

WHEREAS, the County has received notice from the Commonwealth's Development Opportunity Fund ("COF") through the Virginia Economic Development Partnership that the County will receive a grant of \$3,200,000.00 from the COF (the "\$3.2MM COF Grant") to be used to induce the Company to construct, equip and operate the Facility, provided that the Company meets the criteria set forth in a separate Performance Agreement of even date herewith by and among the Parties (the "COF Performance Agreement"); and

WHEREAS, legislation is pending in the Virginia General Assembly which would authorize the COF to provide an additional \$1,500,000.00 grant to the County as a source of funding for the Site Work, hereinafter defined, required for the Facility (the "\$1.5MM COF Grant"); and

WHEREAS, the construction, equipping, and operation of the Facility is expected to entail a Capital Investment by or on behalf of the Company of approximately \$106,000,000.00 of

which \$29,000,000.00 will be invested in the construction of a new building and \$77,000,000.00 will be invested in machinery and tools; and

WHEREAS, it is expected that the construction, equipping, and operation of the Facility will entail the creation and Maintenance of 650 New Jobs at the Facility as further set forth in this Agreement; and

WHEREAS, the County has agreed to make an appropriation to the Authority of up to \$1,500,000.00 for Site preparation under the terms set forth in this Agreement; and

WHEREAS, the Parties will cooperate in the preparation and execution of a performance agreement associated with the \$1.5MM COF Grant once the \$1,500,000.00 Grant has been approved by the General Assembly, the proceeds of which grant will be provided to the County for the Site Work on the terms set forth in said performance agreement;

WHEREAS, the County has agreed to provide an additional \$1,300,000.00 to the Authority in order for the Authority to make an economic development grant to the Company under the terms set forth in this Agreement; and

WHEREAS, the Authority, based on the undertakings of the Company, has agreed to make Local Grants, as hereinafter defined, from funds to be provided to the Authority by the County in accordance with the terms of this Agreement; and

WHEREAS, the Parties do hereby find and declare that this Agreement will serve the public health, safety, general welfare and prosperity of the inhabitants of the Commonwealth of Virginia by promoting industry and developing trade by inducing manufacturing, industrial, and commercial enterprises to locate in or remain in Botetourt County and further the use of the Commonwealth's agricultural products and natural resources:

**NOW THEREFORE**, in consideration of the above recitals which are incorporated herein and made a part hereof, and of the promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

1. *Site preparation.* Preparation of the Site for construction, including but not necessarily limited to compliance with the Botetourt County Stormwater Management Ordinance and the State Water Control Law, shall be the responsibility of the Authority, and the County will provide the Authority with staffing assistance to do such work. The site work shall meet the specifications provided by the Company as set forth in **Exhibit B** hereto (the "Site Work"). The Authority shall commence the Site Work upon Company's delivery to the Authority of the Initial Letter of Credit, as hereinafter defined, and after and to the extent the County has appropriated to the Authority sums to cover the cost of the Site Work. No later than thirty (30) days from its date of issuance, the Initial Letter of Credit will be replaced by the Final Letter of Credit, as hereinafter defined. The cost of the Site Work is expected to be \$3,000,000.00. \$1,500,000.00 of such cost will be provided to the Authority by the \$1.5MM COF Grant and up to \$1,500,000.00 of such cost will be provided to the Authority by the County. The Authority will keep the County apprised of the progress of the Site Work. While the Authority will use its best efforts to (a) keep the cost of the Site Work to no more than \$3,000,000.00 and (b) so long as the review of the Site Work Specifications attached hereto as Exhibit B-2 by the Company's consulting engineer does not result in modifications to the Site Work Specifications, complete the Site

Work within three (3) months from the date of delivery of the Initial Letter of Credit to the Authority, the County agrees to provide additional funds to the Authority to complete the Site Work if necessary. In the unlikely event that the cost of the Site Work is less than \$3,000,000.00, the County will seek approval from the Commonwealth of Virginia to provide the unused Site Work funds to the Company upon the issuance of the certificate of occupancy for the Building. Upon completion of the Site Work, certification that the Site Work has been performed in accordance with the specifications set forth in **Exhibit B** hereto shall be provided to the Company, certified by a professional engineer licensed to practice engineering in the Commonwealth of Virginia (the "Site Work Certification"). Company shall have thirty (30) days within which to confirm the Site Work Certification to its satisfaction.

To further prepare the Site for construction of the Facility by the Company, the County has agreed to provide the following additional services and/or fee waivers related to the development of the Site and the Facility:

<b>Cost Avoidance Actions</b>	<b>Estimated Costs</b>
Electrical service extension to Site (underground)	\$136,500.00
Telecommunications service extension to Site	\$31,500.00
Natural gas service extension to Site	\$40,000.00
County permit fee waivers	\$407,778.00
Temporary office space at Greenfield	\$15,000.00

The estimated cost savings or avoidance to Company of the services and waivers listed above total \$630,778.00. The Parties recognize that the amounts set forth as the cost for each listed item are estimates only. Should the actual costs of providing the listed services or waivers exceed the estimates above, the County will be responsible for the additional costs. Should the actual costs be less than the estimates above, the cost savings shall be the County's. Temporary office space provided by the County for Company executives in the Greenfield Education & Training Center shall terminate upon the issuance of the certificate of occupancy for the Building or December 31, 2018, whichever first occurs.

2. *Letters of Credit.* As surety for faithful performance of the Company's obligations under this Agreement, the Company shall provide Letters of Credit (Initial and Final) each in the amount of \$1,500,000.00 to protect the County's contribution to the Site Work in the event a certificate of occupancy for the Building has not been issued by December 31, 2018. It is anticipated that the Site Work will be completed approximately three (3) months from the date of delivery of the Initial Letter of Credit to the Authority. To accommodate the Company, the County and Authority have agreed that an Initial Letter of Credit may be provided by an Italian banking institution having a United States branch office to which the Initial Letter of Credit can be presented for payment. The Company must replace the Initial Letter of Credit with the Final Letter of Credit no later than thirty (30) days from the date of issuance of the Initial Letter of Credit. The Final Letter of Credit shall be in substantially the form set forth in **Exhibit C** hereto. If either the Initial Letter of Credit or the Final Letter of Credit is duly drawn, the Company will have no interest in or claim upon the funds paid under such Letter of Credit.

3. *Subdivision.* The County shall forthwith, and no later than April 1, 2016, prepare a plat of subdivision of the Site meeting the requirements of the Botetourt County Subdivision

Ordinance and submit the same to the Botetourt County Subdivision Agent for approval. The Parties recognize that the final boundary lines of the Site may vary slightly from the boundary lines shown on **Exhibit A**; provided, however, that the final plat of subdivision must be reasonably acceptable to the Company. The County shall bear any costs of review of the subdivision plat. The guarantee of the Authority of faithful construction of all required public improvements shall be deemed to be sufficient security to meet the requirements of § 21-106 of the Botetourt County Code, as amended.

4. *Conveyance by County to Authority.* On or about April 30, 2016 the County will grant and convey the Site to the Authority for \$10. The County's deed shall contain a special warranty of title and be substantially in the form set forth in **Exhibit D** hereto. Any recordation and closing expenses will be borne by the County.

5. *Conveyance by Authority to Company.* Within 30 days from the recordation of the County's deed to the Authority or, if later, upon completion of the Site Work, and if Company has confirmed its acceptance of the Site Work Certification, the Authority will convey the Site to the Company or its designee for \$10. The Authority's deed shall contain a special warranty of title and be substantially in the form set forth in **Exhibit E** hereto. The deed shall contain a reversionary clause providing that title to the Site will revert to the Authority should substantial construction of the Building not commence by December 31, 2018. In such event, the Company shall forthwith deliver to the Authority a deed of confirmation to the Site in order to perfect the Authority's title. If the Company for any reason fails or refuses to deliver the deed of confirmation to the Authority as required herein, it will have no effect on the reversion of title to the Authority and the Authority shall have the right to enter onto and take possession of the Site, along with all rights and causes of action, including an action for specific performance, necessary to have title to the Site confirmed in the Authority. The Company shall pay any and all attorney's fees, costs or other expenses actually incurred by the Authority as a result of such action.

6. *Discretionary Performance Grant.* Subject to the terms of this Agreement, the County will appropriate and pay an additional amount up to, but not to exceed, a total of \$1,300,000.00 to the Authority for the purposes of promoting economic development in Botetourt County. The Authority will make an economic development grant to Company of up to \$1,300,000.00 for the construction of the Facility or the purchase of equipment or machinery for the Facility, or reimbursement for the same, provided that Company is in compliance with the terms, provisions, and requirements of this Agreement and the COF Performance Agreement. This discretionary performance grant will be disbursed as follows: \$300,000.00 upon completion of Building footers; \$500,000.00 upon issuance of certificate of occupancy for the Building; and \$500,000.00 upon the creation at the Facility of 100 permanent full time jobs and the Maintenance of those jobs for ninety (90) days. County and Company specifically recognize that, for purposes of this Section 6 only, the 100 jobs described herein are not required to meet the \$50,000.00 average annual wage requirements of New Jobs as defined in Section 10. Company shall provide written notice to the Authority and the County with Sufficient Documentation, as hereinafter described, to support its application for grant funds. No restrictions are placed on the Company's use of this Discretionary Performance Grant. If the foregoing conditions are not satisfied by December 31, 2018, the Authority's obligation to pay or provide funds as provided in this Section 6 shall terminate, unless extended by agreement of the Parties.

7. *Annual Local Revenue Performance Grants.* The Authority will make annual Local Revenue Performance Grants to Company as set forth in this Section 7.

- a. *Local Levy.* The fair market value and classification of all property segregated and designated for local taxation in Botetourt County is determined by the Commissioner of the Revenue as of January 1 of each year. The applicable tax rates are set by the Board of Supervisors not later than June 30 of each year. The product of fair market value of all Capital Improvements and the tax rate applicable thereto represents the total tax payable to the Treasurer for each tax year, which is referred to herein as the “Local Levy.” The “Local Levy” is further subdivided into the “Real Estate Levy,” and the “Machinery and Tools Levy,” based upon whether the tax is a levy on the real estate or the machinery and tools, as those terms are defined by law.
- b. *Base Amount of Local Revenue Performance Grants.* The annual base amount of Local Revenue Performance Grants shall be determined by multiplying the Local Levy by the Incentive Ratio for each year, as set forth in **Exhibit F** hereto. In no case, however, will a Local Performance Revenue Grant exceed the Local Levy paid by Company for the applicable Grant Year.
- c. *Application for Local Revenue Performance Grant.* After July 1 of each year, but not later than August 31, Company shall make a Local Revenue Performance Grant request in substantially the form set forth in **Exhibit G** hereto. Such request shall be accompanied by Sufficient Documentation to allow the Authority and the County to establish and verify the number of New Jobs (cumulative) and minimum Capital Investment (cumulative). Company shall also provide confirmation that the Local Levy for the Grant Year has been paid in full. The Authority may disapprove any request that does not comply with the requirements of this Agreement or require that a revised request or additional documentation be submitted by Company. The Authority will notify Company of its determination within thirty (30) days of receipt of Company’s grant request. If the grant request is not accepted, Company will then have thirty (30) days from receipt of the Authority’s and/or County’s notice to submit a revised request and/or additional documentation to the Authority and the County for the above grant funds. Should Company not request the above Local Revenue Performance Grant funds for a particular Grant Year as set forth above, then Company will not be entitled to receive any such grant funds for that Grant Year.
- d. *Appropriation to Authority.* If the Authority approves Company’s request, the Authority will make a written request to the County for the distribution to the County of the Local Revenue Performance Grant funds referred to above. Upon receipt of the Authority’s request for grant funds, the County will respond to such request within thirty (30) days of receipt of the Authority’s request. The Authority will disburse to Company the funds that the Authority receives from the County within thirty (30) days after receipt of such funds from the County.

- e. *Capital Investment and New Jobs Commitments.* In order to obtain the Local Revenue Performance Grant, Company shall make Capital Investments in the Site and the Facility and meet its New Jobs commitments. The minimum amounts (cumulative) and required timing of such Capital Investments and New Jobs shall be as set forth on the schedule attached hereto as **Exhibit F**. The Local Revenue Performance Grant shall only be available to Company during the nineteen (19) year period set forth on **Exhibit F**. Company can only make a Local Revenue Performance Grant request after the Local Levy has been paid for the applicable Grant Year.
- f. *Duration and Sum of Local Revenue Performance Grants.* The Local Revenue Performance Grants to Company shall end as set forth in **Exhibit F** on the end of the 19<sup>th</sup> Grant Year or as otherwise provided for in this Agreement or by law. The 19 Grant Years referred to above shall consist of 19 consecutive calendar years with the first Grant Year starting on January 1, 2017 and ending on December 31, 2017. The 19<sup>th</sup> and final Grant Year shall start on January 1, 2036 and end on December 31, 2036.
- g. *Diminution for Failure to Meet New Jobs and/or Capital Investment Commitments.* Notwithstanding the foregoing, should Company fail to meet either ninety percent (90%) of the minimum New Jobs (cumulative) required for each Grant Year or ninety percent (90%) of the minimum Capital Investment (cumulative) for the applicable Grant Year, as set forth on the attached Exhibit F, (the "Target") then the amount of the grant that Company may receive for a Local Revenue Performance Grant for that Grant Year shall be reduced as hereinafter set forth. For purposes of calculating any reduction in the amount of a Local Revenue Performance Grant for a Grant Year, fifty percent (50%) of the total of the Local Levy as shown on Exhibit F shall be allocated towards the New Jobs Target (cumulative) for that Grant Year and fifty percent (50%) of the total of the Local Levy for that Grant Year as shown on Exhibit F shall be allocated towards the Capital Investment Target for that Grant Year. If Company fails to meet either Target for the applicable Grant Year, the Local Revenue Performance Grant for that Grant Year shall be reduced by a percentage equal to the percentage by which Company failed to meet either or both Targets, such reduced amount being forfeited by Company without further obligation by the Authority or the County notwithstanding Company's meeting of future year Targets.

By way of example only, for Grant Year 2, Company's Targets will be 100 cumulative New Jobs and \$44,400,000.00 in cumulative Capital Investments. The estimated Local Levy for Grant Year 2 would be \$358,236.00. For Grant Year 2, one hundred percent of the Local Levy would be eligible for a Local Revenue Performance Grant, as set forth on **Exhibit F**. For purposes of calculating any reduction in the amount of the Local Revenue Performance Grant, one-half of the Local Levy for Grant Year 2 (or \$179,118.00) would be allocated towards meeting the New Jobs Target and one-half (\$179,118.00) towards meeting the Capital Investment Target. If Company met at least ninety percent (90%) of its cumulative New Jobs Target for Grant Year 2, but

confirmed only \$33,300,000.00 in cumulative Capital Investments (i.e., 75% of its cumulative Capital Investment Target), then the maximum grant of \$179,118 allocated to the Capital Investments Target for Grant Year 2 would be reduced by 25%. In such event, the maximum Local Revenue Performance Grant available to Company for Grant Year 2 would be reduced by \$44,779.50 (i.e. 25% of \$179,118.00).

The Parties specifically agree that this procedure and calculation process shall apply to each Grant Year set forth herein in connection with each Local Revenue Performance Grant request Company may make in accordance with this Agreement.

8. *Compliance with Laws.* Company agrees to comply with all applicable federal, state and local laws, rules and regulations in the performance of this Agreement, including, but not limited to, obtaining and maintaining a County business license in the name of its subsidiary or affiliate doing business in Botetourt County. Company shall file all appropriate and applicable real estate taxes, personal property taxes, machinery and tools taxes, and other tax forms or notices with the County, ensure it has received assessments from the County for such taxes, and Company shall pay all such taxes to the County when due and not claim any exemptions from real estate taxes, personal property taxes, or other taxes for any periods of time for which any local grant funds are requested. Company shall also ensure that the owner of the Building and any entity that may operate and/or manage the Facility, if different from Company, also complies with all the obligations of this section and other applicable provisions of this Agreement.

9. *Company Representations; Later-formed Subsidiary or Affiliate.*

- a. The Company represents and warrants, as of the date of this Agreement and the date of the Closing, to the County and the Authority that all documents delivered by or on behalf of Company in connection with this Agreement and the transactions contemplated by it are true and complete in all material respects; all information furnished by or on behalf of Company to the COF, the County or the Authority in connection with this Agreement and the transactions contemplated hereby do not contain any untrue statement of material fact and do not fail to state any material fact necessary to make the statements made, in the context in which they are made, not false or misleading; there is no fact which Company has not disclosed in writing to the County and Authority which may materially adversely affect the ability of Company to perform this Agreement.
- b. Parent recognizes and agrees that any subsidiary or affiliate it may form to own and/or operate the Facility shall become a party signatory to this Agreement and shall be jointly and severally liable with Parent for the full and faithful performance of the Company's obligations and commitments set forth in this Agreement.

10. *Definitions.* Unless the context otherwise specifies or requires, the following definitions apply to this Agreement:

“Machinery and Tools” means all property which is subject to the County’s machinery and tools tax segregated for local taxation under Article 2 of Chapter 35 of Title 58.1 of the Code of Virginia 1950, as amended, and as may be set forth in Chapter 23 of the Botetourt County Code, as amended.

“Capital Investment” means a capital expenditure by or on behalf of Company in taxable real property, taxable personal property, taxable machinery and tools, or combination of them at the Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made “on behalf of Company” if a lease between a developer and Company is a capital lease, or is an operating lease having a term of at least ten (10) years, and the real property would not have been constructed or improved but for Company’s interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by Company will count as Capital Investment. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, and expected building upfit and tenant improvements by or on behalf of Company will qualify as Capital Investment.

“Final Letter of Credit” means an irrevocable letter of credit in the amount of \$1,500,000.00 (USD) in form, scope, and substance satisfactory to County and Authority, which Letter of Credit shall remain in full force and effect at all times from its date of issuance, which shall be no later than 30 days from the date of issuance of the Initial Letter of Credit (the “Issuance Deadline”), until January 31, 2019. Upon the issuance of a certificate of occupancy for the Building, the Letter of Credit may be terminated. The Letter of Credit shall be issued by a major bank, approved by County and the Authority, with offices registered in the United States and with a long-term debt rating from Moody’s Investors Service (“Moody’s”) of BAA or higher but in no event less than that debt rating considered “investment grade” by Moody’s and Standard and Poor’s Corporation (“S&P”). The Letter of Credit shall provide that it can be called on and paid at a branch or office of the issuing bank and that it is payable in full on written demand (allowing, however, up to one (1) business day after receipt of such demand for the issuing bank to verify the signature appearing on such demand) signed by an agent of the Authority and accompanied only by the Authority’s certification that the certificate of occupancy for the Building has not been issued. Any renewal or replacement of or amendment to the Letter of Credit must be acceptable in form and substance to Authority and the County.

“Initial Letter of Credit” means an irrevocable letter of credit in the amount of \$1,500,000.00 (USD) in form, scope and satisfactory to the County and Authority, which Letter of Credit shall remain in full force and effect for at least 60 days from its date of issuance. The Initial Letter of Credit may be issued by an Italian banking institution having a United States branch office at which the Initial Letter of Credit can be presented for payment, and shall provide that it can be drawn upon by the Authority when accompanied by the Authority’s written statement that Eldor Corporation S.p.A. has failed to deliver the Final Letter of Credit by the Issuance Deadline, as defined in and required by the Performance Agreement dated March 15, 2016, by and among the County of Botetourt, a political subdivision of the Commonwealth of Virginia, the Economic Development Authority of Botetourt County, a political subdivision of the Commonwealth of Virginia, and Eldor Corporation S.p.A. The issuer of the Initial Letter

of Credit must have a long-term debt rating from Moody's Investors Service ("Moody's") of BAA or higher but in no event less than that debt rating considered "investment grade" by Moody's and Standard and Poor's Corporation ("S&P").

"Maintain" means that the New Jobs will continue without interruption from the date of creation through December 31, 2039, allowing for the movement of positions to different shifts and positions to accommodate changes in work flow. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in Company's employment levels (so long as there is active recruitment for open positions); (ii) strikes; and (iii) other temporary work stoppages.

"New Jobs" means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by Company for the employee, and for which Company pays an average annual wage of at least \$50,000.00. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

"Sufficient Documentation" means written documentation and/or electronic data that the Company shall supply to the County and the Authority without any cost to either the County or the Authority that will allow the County and/or the Authority to determine that Company has met the particular requirements for which such documentation is being submitted and which will be sufficient to allow the County and the Authority to verify that the contents of such documents and/or electronic data are accurate and correct. Furthermore, if the County and/or the Authority reasonably determine that Sufficient Documentation has not been provided or that additional documentation is needed, either entity may request further documentation from the Company, which shall be provided by the Company within thirty (30) days of receipt of the request for such further documentation.

11. *Reports to the Authority and County.* During the term of this Agreement, the Company shall report to and provide the Authority and County on a semi-annual basis, on or before June 30 and December 31 of each year, Sufficient Documentation related to Company's compliance with the conditions of this Agreement and to provide appropriate documentation to support such compliance. The Local Revenue Performance Grant application, the form of which is attached as **Exhibit G**, may serve as one of the semi-annual reports due under this Section. The Company shall allow the Authority, the County, and/or its representative to inspect, audit, copy or examine any of Company's books, documents associated with this specific project, or other relevant materials in connection therewith upon written request by the Authority or the County. All such documents, information (including electronic data) or access shall be provided or made available within thirty (30) days of a written request from either the Authority or the County, at no cost to the Authority or the County.

12. *Performance.* Except for a failure to meet the Target for New Jobs and Capital Investment that is exclusively governed by Section 7(g) above, if the Company fails to comply with any of its obligations under Sections 2, 8, 9(a), 11 or 14 of this Agreement, as determined

by the County in the County's reasonable discretion, then, subject to the notice and cure period hereinafter provided, the Company will not be entitled to be eligible for and/or receive and/or continue to be eligible for and/or receive any local grants or performance grants under this Agreement. Action to declare the Company ineligible for such grants shall only occur after the County has provided written notice to the Company setting forth the nature of the Company's non-compliance and the Company has failed to cure such non-compliance within thirty (30) days of its receipt of notice from the County. However, if the nature of the non-compliance is such that it cannot be cured within thirty (30) days, the Company shall be in default only if it does not commence the curing of such non-compliance with the said thirty (30) day period and carry it, in good faith, to prompt completion, but in no event later than sixty (60) days from the date of the Company's receipt of notice from the County. If there is any contradiction between Section 7(g) and this Section 12, Section 7(g) shall control.

13. *Closing and attorney's fees.* The settlement date on the conveyance of the Site to the Company or its designee by the Authority (the "Closing") shall be held at the Botetourt County Administrator's Office at One West Main Street, Fincastle, Virginia. Company will pay its attorney for costs associated with a title search and/or title insurance, and will pay all such recording fees and taxes as are customarily paid by purchasers. The Authority will bear such costs as it may incur in having its attorney review or give it counsel with regard to this transaction and any documentation involved.

14. *Indemnity.* The Company agrees to indemnify and hold harmless the Authority, the County, and their officers, directors, and employees free and harmless for and from any and all claims, causes of action, damages or any liability of any type, including reasonable attorney's fees, actually incurred and arising out of the Company's material breach of its representations and warranties in Section 9.a. of this Agreement.

15. *Integration.* This Agreement, including the exhibits hereto, constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement. This Agreement may only be amended or supplemented by a subsequent writing of equal dignity except where expressly set forth herein. This Agreement may not be assigned by a Party without the prior written consent of the other Parties.

16. *No covenants of officials.* No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority or the County in his or her individual capacity, and neither County officials nor the directors of the Authority nor any officer, employee or agent thereof executing this Agreement or any related instrument shall be liable personally on this Agreement or such instrument or be subject to any personal liability or accountability by reason of the execution and delivery thereof. No director, officer, employee or agent of the Authority or the County shall incur any personal liability with respect to any other action taken by him or her pursuant to this Agreement or the Industrial Development and Revenue Bond Act or any of the transactions contemplated hereby or thereby, provided he acts in good faith.

17. *Not a pledge of full faith and credit.* Any obligation of the County to pay, set aside, or otherwise appropriate funds for performance of this Agreement shall be construed to be

subject to appropriation, subject to receipt of the \$3.2MM COF Grant and the \$1.5MM COF Grant, as applicable, and shall not be construed to be in derogation of Article VII § 10 of the Virginia Constitution. The obligations of the Authority under this Agreement are not general obligations of the Authority but are limited obligations payable solely from, and to be performed solely to the extent of, the revenues and receipts derived by the Authority from the County pursuant to this Agreement. The obligations of the Authority and the County hereunder shall not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the County.

18. *Rule of construction for dates.* If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the Commonwealth of Virginia, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references in this Agreement to a “day” or “days” shall refer to calendar days and not business days.

19. *Notices.* All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic means to the addresses set forth below (unless changed in accordance herewith). Notice as given hereunder shall be sufficient notice for the initiation of any suit to enforce this agreement. Notice will be deemed received on the earlier of (a) actual receipt, (b) three business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) the first business day after transmission by electronic means.

To Company: Eldor Corporation S.p.A.  
Via Don Paolo Berra  
18 - 22030 Orsenigo (CO) – Italy  
Attention: Andrea Durante  
Email: [andrea.durante@eldor.it](mailto:andrea.durante@eldor.it) and [luca.forte@eldor.it](mailto:luca.forte@eldor.it)  
Facsimile: +39-031-636322

With a copy to: Woods Rogers, PLC  
10 South Jefferson Street, Suite 1400  
Roanoke, Virginia 24011  
Attention: Nicholas C. Conte, Esq.  
Email: [conte@woodsrogers.com](mailto:conte@woodsrogers.com)  
Facsimile: (540) 983-7711

To County: Botetourt County, Virginia  
One West Main Street  
Fincastle, Virginia 24090  
Attention: County Administrator  
Email: [glarrowe@botetourtva.gov](mailto:glarrowe@botetourtva.gov)  
Facsimile: (540) 473-8225

With a Copy to: Guynn & Waddell, P.C.  
415 S. College Street  
Salem, Virginia 24153  
Attention: Michael W. S. Lockaby, County Attorney  
Email: MikeL@guynnwaddell.com  
Facsimile: (540) 389-2350

To Authority: Economic Development Authority of Botetourt County,  
Virginia  
One West Main Street  
Fincastle, Virginia 24090  
Attention: Chairman  
Email: jkessinger@boxley.com  
Facsimile: \_\_\_\_\_

With a Copy to: Spilman, Thomas & Battle, PLLC  
310 First Street, Suite 1100 (ZIP 24011)  
P. O. Box 90  
Roanoke, Virginia 24002-0090  
Attention: F. B. Webster Day, General Counsel  
Email: wday@spilmanlaw.com  
Facsimile: (540) 342-4480

The addresses at which notice shall be given may be amended by giving notice in accordance with this section without need of formal amendment to this Agreement.

20. *Choice of law.* This Agreement shall be construed according to the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties consent to exclusive venue and jurisdiction in any state or federal court of competent jurisdiction within the Commonwealth of Virginia.

21. *Attorneys' fees.* The Parties agree that, except as specifically provided in this Agreement, if any Party pursues legal action to enforce the terms of this Agreement, the American Rule shall apply and each Party shall bear its own attorneys' fees and expert costs and no fee shifting shall occur.

22. *Drafter & Severability.* This Agreement has been jointly drafted by the Parties, and is to be construed as jointly drafted and not be construed against any of the Parties as the drafter. This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive. The section and paragraph headings in this Agreement are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions of this Agreement.

23. *Covenant of Authority.* All Parties warrant that the signatories below have full authority, and have undertaken such legal actions as may be necessary to ensure such authority, to bind the entities of which they are representatives to the full extent permitted by law. Company agrees that, during the term of this Agreement, it shall not allow the corporate existence of its subsidiary or affiliate doing business in Botetourt County to lapse or such entity's

certificate of authority in the Commonwealth of Virginia to be revoked or cancelled at any time that such entity is doing business in Botetourt County. This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

24. *Time of the Essence.* Time is of the essence of all obligations set forth herein for which a time is stated.

25. *Waiver.* The failure of any Party to this Agreement to insist upon strict compliance with any term herein shall not be construed to be a waiver of that requirement.

26. *Survivability.* The Parties agree that the rights and obligations set forth in this Agreement shall not be merged in the deed to be delivered to the Company pursuant to Section 5 above, but shall survive the Closing.

27. *Assignment of Agreement.* Any obligation under this Agreement may be assigned to a third party with the prior written consent of all Parties and upon such terms as may be set forth in such consents. Any such assignment, however, shall not relieve Company from any of its obligations under this Agreement.

28. *County Attorney approval.* This Agreement has been approved as to form by the County Attorney of Botetourt County, Virginia. Any amendment, except as to the persons and addresses set out in Paragraph 19, that is not approved as to form by the County Attorney is void and of no force and effect.

29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be construed to be an original and production of all of which shall not be necessary to prove the contents of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**WITNESS THE FOLLOWING SEALS:**

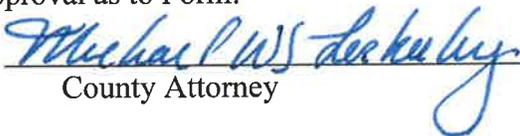
FOR THE COUNTY OF BOTETOURT, VIRGINIA:

/s/ 

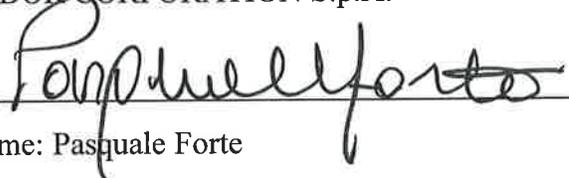
Date: March 15, 2016

Name: Gary Larowe  
Title: County Administrator

Approval as to Form:

/s/   
County Attorney

ELDOR CORPORATION S.p.A.

/s/ 

Date: March 15, 2016

Name: Pasquale Forte  
Title: President

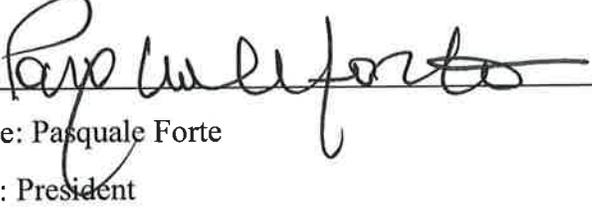
ELDOR AUTOMOTIVE POWERTRAIN USA, LLC

/s/ 

Date: March 15, 2016

Name: Pasquale Forte  
Title: President

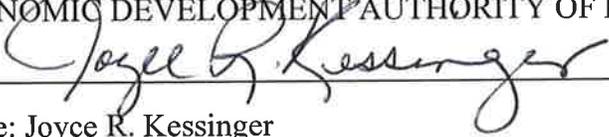
ELDOR REAL ESTATE USA, LLC

/s/ 

Date: March 15, 2016

Name: Pasquale Forte  
Title: President

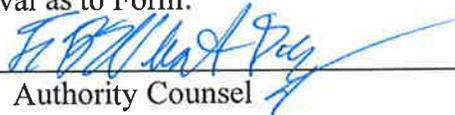
ECONOMIC DEVELOPMENT AUTHORITY OF BOTETOURT COUNTY, VIRGINIA:

/s/ 

Date: March 15, 2016

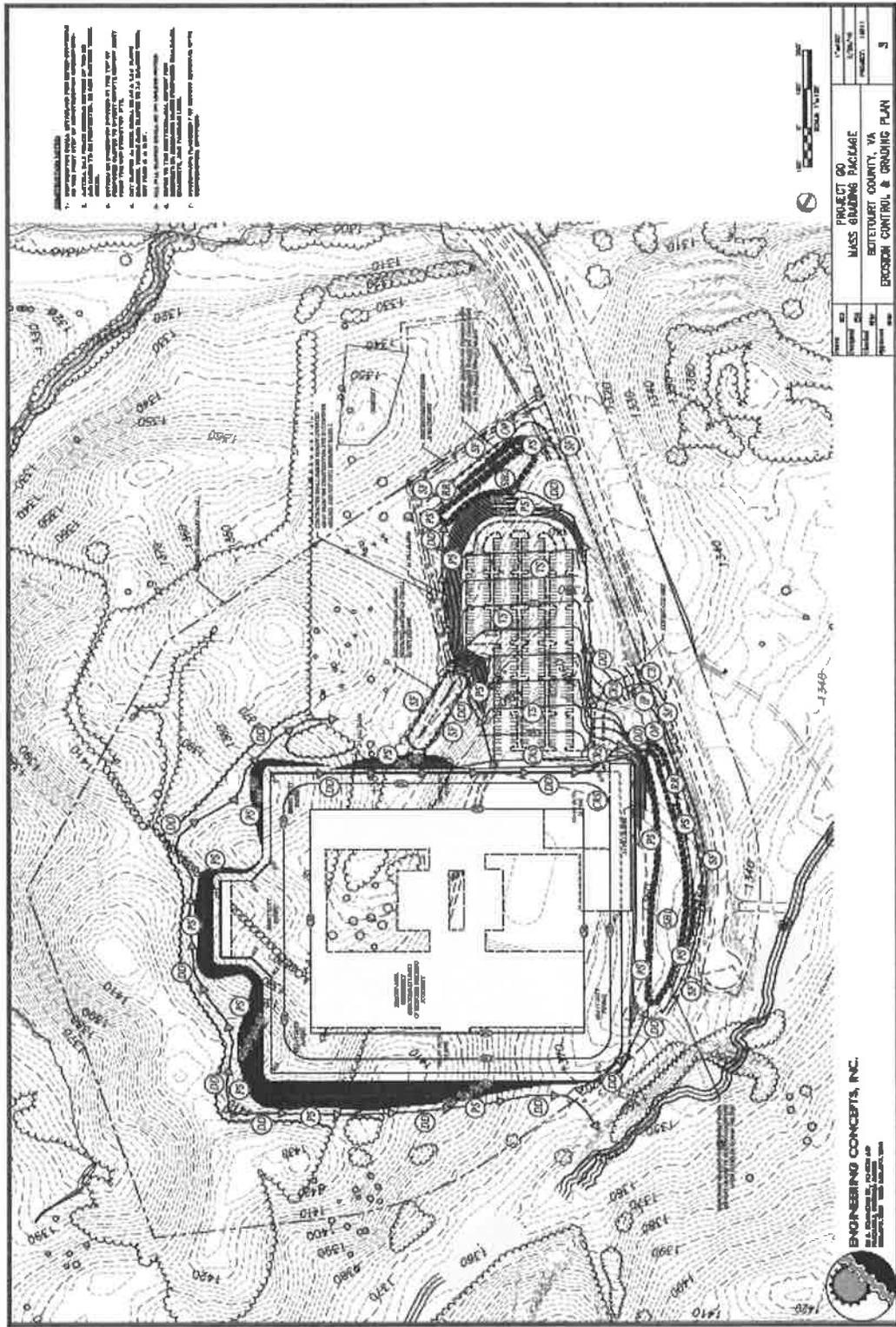
Name: Joyce R. Kessinger  
Title: Chairman

Approval as to Form:

/s/   
Authority Counsel

# EXHIBIT A

## Site Description



1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
3. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
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10. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

PROJECT NO.	1000000000
CLIENT	MISSISSIPPI PACIFIC
LOCATION	BITTERSWEET COUNTY, VA
PROJECT	EROSION CONTROL & GRADING PLAN
DATE	3

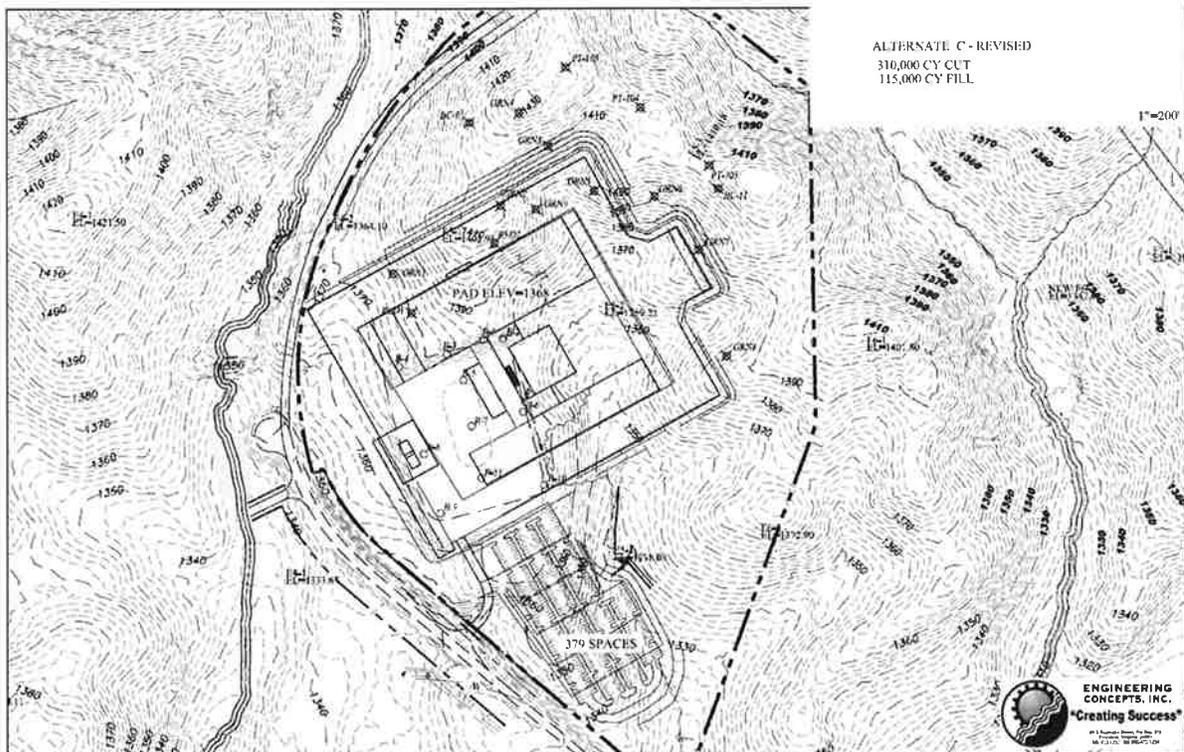
**ENGINEERING CONCEPTS, INC.**  
 1000000000  
 1000000000  
 1000000000

## EXHIBIT B

### Site Work Specifications

The Parties agree that the Site shall be prepared to permit construction of the Facility with the structural foundation loads set forth on Exhibit B-1 attached hereto and incorporated herein (the "Foundation Loads"). Attached hereto and incorporated herein as Exhibit B-2 are the Site Work specifications supporting the Foundation Loads (the "Site Work Specifications") prepared by an engineer licensed in the Commonwealth of Virginia. The Site Work Specifications are subject to the reasonable approval of the Company's consulting engineer licensed in the Commonwealth of Virginia. Any modifications to the Site Work Specifications recommended by the Company's consulting engineer shall be submitted in writing to the County and Authority no later than twenty-one days from the date of this Agreement.

The Company shall be designated as a third-party beneficiary of the warranties, guarantees, indemnification provisions, and the performance bond of the contractor for the Site Work. Upon completion of the Site Work, the Authority shall submit to the Company the following documents: (a) a certificate from the Authority's professional engineering firm for the benefit of the Company representing that the Site Work design and specifications are in accordance with the Site Work Specifications as approved by the Company's consulting engineer in accordance with this Agreement, and (b) a certificate from the Authority's geotechnical engineer for the benefit of the Company representing that the Site Work construction was completed with the professional standard of care for the industry consistent with the Site Work design and specification, and any applicable codes, laws, and ordinances. Copies of the geotechnical engineer's testing results and observations shall have been provided to the Company during the site work project and shall be attached to the geotechnical engineer's certificate.



**EXHIBIT B-1**

See attached letter from Studio Architettura Zambelli dated March 14, 2016, entitled Soil Compaction on Eldor Site – Botetourt Center at Greenfiled – Daleville, VA.

**SOIL COMPACTION ON ELDOR SITE – BOTETOURT CENTER AT GREENFIELD -  
DALEVILLE, VA**

With reference to the report by Mr. John R. Cutright of Geotechnics, Inc., dated 10 March 2016, we understand that the compaction of filled areas will be done on the same fill material coming from the excavations on Eldor site.

The geotechnical report specifies that the fill material will consist of cohesive soils (silt and clay) which, by their nature, are subject to subsiding or swelling over time.

It is therefore necessary to field test them in order to determine the dry density and moisture content, and on the basis of the results to make considerations on the dimensioning of foundations.

Whatever compaction system will be used, the following loads must be guaranteed:

Central / Internal column	$N_{max} = 100$ tons (axial weight) $M_{max} = 40$ tons-meter (moment on foot) $V_{max} = 10$ tons (shear)
Side column	$N_{max} = 60$ tons (axial weight) $M_{max} = 30$ tons-meter (moment on foot) $V_{max} = 5$ tons (shear)

Yours faithfully,

Fabrizio Zambelli, architect

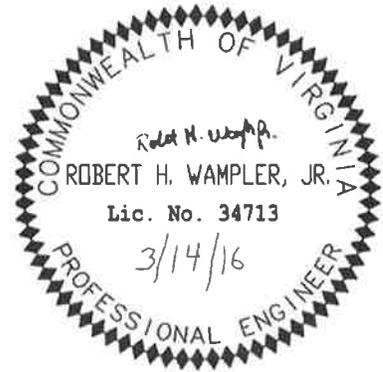


Bergamo, 14<sup>th</sup> March 2016

**EXHIBIT B-2**

Site Work Specifications Provided by Authority's Engineers

**EXHIBIT B-2**  
**EARTHWORK**



**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
  2. Subbase course for concrete walks and pavements.
  3. Base course for asphalt paving.
  4. Subsurface drainage backfill for walls and trenches.
  5. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
1. Division 1 Section "Temporary Facilities and Structures."
  2. Division 2 Section "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.

**1.3 DEFINITIONS**

- A. Backfill: Soil materials used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
  - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer.
  - 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
  - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, short-tip-radius rock bucket; rated at not less than 120-hp (89-kW) flywheel power with bucket-curling force of not less than 25,000 lbf (111 kN) and stick-crowd force of not less than 18,700 lbf (83 kN); measured according to SAE J-1179.
  - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 45,000-lbf (200-kN) breakout force; measured according to SAE J-732.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 SUBMITTALS

- A. Product Data: For the following:
  - 1. Each type of plastic warning tape.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

#### 1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548. – Approved by Owner/Engineer.
- B. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Progress Documentation and Procedures."
- C. Perform excavation work in conformance with applicable requirements of governing authorities having jurisdiction.
- D. Install and maintain erosion and sediment controls in accordance with the latest edition of the Virginia Erosion and Sediment Control Handbook and the requirements of Botetourt County.

#### 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups CH, CL, MH, ML, SC, SM, SP or better, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, GC, SW, OL, OH, and PT, or a combination of these group symbols.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95

percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### 3.3 EXPLOSIVES

- A. Explosives: Obtain written permission from governing authorities before introducing explosives to the site and before employing explosives on the site. The contractor shall assume sole responsibility for the effects of explosives. Comply with NFPA 495.

### 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials as approved and directed by the Geotechnical Engineer.

### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: As indicated.

- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  - 3. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
  - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trench Rock: Shall be paid for in a width not to exceed three feet, for pipe with a diameter of 12 inches or less. For diameters larger than 12 inches, trench rock will be paid for in a width of the pipe diameter plus three feet.

### 3.8 APPROVAL OF SUBGRADE

- A. Notify Engineer and Geotechnical Engineer when excavations have reached required subgrade.
- B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
  - 1. Any undercut of unsuitable material and replacement of such material will be paid for in accordance with EJCDC Article 12, C. 1. or 2, a.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

### 3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Geotechnical Engineer.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Geotechnical Engineer.

### 3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for record documents.
  - 3. Inspecting and testing underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### 3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings; fill with concrete to elevation of bottom of footings.

- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
  - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- D. Coordinate backfilling with utilities testing.
- E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- F. Place and compact final backfill of satisfactory soil material to final subgrade.
- G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

### 3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.

### 3.14 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
  - 3. Follow recommendations of the Geotechnical Engineer when controlling moisture.

### 3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than **8 inches (200 mm)** in loose depth for material compacted by heavy compaction equipment, and not more than **4 inches (100 mm)** in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top **24 inches (300 mm)** of existing subgrade and each layer of backfill or fill material at 100 percent.
  - 2. Under walkways, scarify and recompact top **6 inches (150 mm)** below subgrade and compact each layer of backfill or fill material at 95 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top **6 inches (150 mm)** below subgrade and compact each layer of backfill or fill material at 85 percent.

### 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus **1 inch (25 mm)**.
  - 2. Walks: Plus or minus **1 inch (25 mm)**.
  - 3. Pavements: Plus or minus **1/2 inch (13 mm)**.

### 3.17 SUBBASE AND BASE COURSES

- A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
- B. Under pavements and walks, place subbase course on prepared subgrade and as follows:
  - 1. Place base course material over subbase.
  - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
  - 3. Shape subbase and base to required crown elevations and cross-slope grades.
  - 4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
  - 5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
- C. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.18 DRAINAGE COURSE

- A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:
  - 1. Compact drainage course to required cross sections and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
  - 2. When compacted thickness of drainage course is 6 inches (150 mm) or less, place materials in a single layer.
  - 3. When compacted thickness of drainage course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

### 3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency, approved by the owner, to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
  - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### 3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 EROSION AND SEDIMENT CONTROL

- A. Refer to plans for specifications and details of erosion and sediment control measures.
- B. Obtain Land Disturbing Permit and adhere to all permit requirements and requirement of permitting authority.
- C. Notify plan approving authority one week prior to commencing site operations. Schedule and attend a pre-construction meeting with the Botetourt County Engineering Department prior to commencing site grading.

3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

**EXHIBIT C**

Final Letter of Credit

**BANK LETTERHEAD**

**(Date)**

TO: Economic Development Authority for Botetourt County, Virginia  
One West Main Street  
Fincastle, Virginia 24090

RE: Irrevocable Letter of Credit No. \_\_\_\_\_

Dear \_\_\_\_\_:

We hereby open our Irrevocable Letter of Credit No. (\_\_\_\_\_) in your favor for the account of **Eldor Corporation S.p.A. (Address)** for the sum of **\$1,500,000.00**, available by your written demand and accompanied by the document specified below:

A statement addressed to **(Name of Bank and Address)** signed by an official of the Economic Development Authority of Botetourt County, Virginia that Eldor Corporation S.p.A. has failed to obtain a Certificate of Occupancy by December 31, 2018, for the Building described in the Performance Agreement dated March 15, 2016 among the County of Botetourt, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), the Economic Development Authority of Botetourt County, a political subdivision of the Commonwealth of Virginia, Eldor Corporation, S.p.A., Eldor Automotive Powertrain USA, LLC and Eldor Real Estate USA, LLC.

All written demands must bear the clause "Drawn under the **(Name of Bank)** Letter Credit No. \_\_\_\_\_ dated \_\_\_\_\_."

We agree that all written demands drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of the statement set out above. This Irrevocable Letter of Credit shall expire on January 31, 2019.

Except as otherwise stated herein, this credit is subject to the "Uniform Customs and Practice for Commercial Documentary Credits" of the International Chamber of Commerce, publication No. 500 (2007 Revision).

Very truly yours,

**(Name of Bank)**  
**(Authorized Bank Officer)**

(Corporate Seal)

APPROVED AS TO FORM:

APPROVED AS TO CONTENTS:

\_\_\_\_\_  
Authority Counsel

\_\_\_\_\_  
Chairman  
or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF STATE

COUNTY OF \_\_\_\_\_, to wit:

I, the Undersigned, a Notary Public, do hereby certify that **(Authorized Bank Officer)**  
**(Name of Bank)**, whose name is signed to the foregoing Letter, has this day personally appeared  
before me and acknowledged the same in my County and State aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT D**

Deed to Authority

Prepared by and return to:  
Michael W.S. Lockaby (VSB # 74136)  
GUYNN & WADDELL, P.C.  
415 S. College Ave.  
Salem, Virginia 24153  
Tel. (540) 387-2320  
Fax. (540) 389-2350

THIS CONVEYANCE IS EXEMPT FROM RECORDATION TAXES AND FEES PURSUANT TO SECTIONS 58.1-811(A)(3) and (C)(4) OF THE CODE OF VIRGINIA (1950), AS AMENDED.

Tax Map No. \_\_\_\_\_  
Consideration: \$10.00  
Title Insurance: None

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between BOTETOURT COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“Grantor”) and the ECONOMIC DEVELOPMENT AUTHORITY OF BOTETOURT COUNTY, VIRGINIA, an authority validly existing under the Industrial Development and Revenue Bond Act, (“Grantee”) with an address of One West Main Street, #1, Fincastle, Virginia 24090.

**WITNESSETH:**

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash and other good and valuable considerations paid by Grantee unto Grantor, receipt where of is hereby acknowledged, the said Grantor does hereby BARGAIN, SELL, GRANT and CONVEY, with Special Warranty unto the Grantee, all of that certain parcel of land, lying, and being in the Amsterdam Magisterial District in Botetourt County, Virginia, and more particularly described to wit:

**ALL THAT CERTAIN lot or parcel of land, description;**

**AND BEING a portion of the property conveyed to Botetourt County, Virginia, by deed dated July 17, 1995, from Crestar Bank, Executor of the**

**Estate of Mary Craghead Blount, recorded in the aforesaid Clerk's Office in Deed Book 486, at Page 594.**

THIS CONVEYANCE is made subject, however, to all effective easements, restrictions and conditions of record.

NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO CERTIFICATION AS TO STATUS OF TITLE IS MADE BY THE ATTORNEY PREPARING THIS DEED.

WITNESS the following signature and seal:

BOTETOURT COUNTY, VIRGINIA

By: \_\_\_\_\_  
Gary Larrowe, County Administrator

COMMONWEALTH OF VIRGINIA            )  
COUNTY OF BOTETOURT                ) to wit

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2016, by Gary Larrowe, County Administrator, on behalf of the Botetourt County, Virginia, Grantor.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Michael W. S. Lockaby, County Attorney

**EXHIBIT E**

Deed to Eldor

Prepared by and return to:  
Michael W.S. Lockaby (VSB # 74136)  
GUYNN & WADDELL, P.C.  
415 S. College Ave.  
Salem, Virginia 24153  
Tel. (540) 387-2320  
Fax. (540) 389-2350

THIS CONVEYANCE IS EXEMPT FROM RECORDATION TAXES AND FEES PURSUANT TO SECTIONS 58.1-811(A)(3) and (C)(4) OF THE CODE OF VIRGINIA (1950), AS AMENDED.

Tax Map No. \_\_\_\_\_  
Consideration: \$10.00  
Title Insurance: None

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the ECONOMIC DEVELOPMENT AUTHORITY OF BOTETOURT COUNTY, VIRGINIA, an authority validly existing under the Industrial Development and Revenue Bond Act (“Grantor”) and \_\_\_\_\_ (“Grantee”), with an address of \_\_\_\_\_.

**WITNESSETH:**

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash and other good and valuable consideration paid by Grantee unto Grantor, receipt where of is hereby acknowledged, Grantor does hereby BARGAIN, SELL, GRANT and CONVEY, with Special Warranty unto the Grantee, all of that certain parcel of land, lying, and being in the Amsterdam Magisterial District in Botetourt County, Virginia, and more particularly described to wit:

**ALL THAT CERTAIN lot or parcel of land, containing [description] [the “Property”];**

**AND BEING a portion of the property conveyed to Botetourt County, Virginia, by deed dated July 17, 1995, from Crestar Bank, Executor of the Estate of Mary Craghead Blount, recorded in the aforesaid Clerk’s Office in Deed Book 486, at Page 594.**

Provided however, if Grantee fails to commence construction of a manufacturing facility approximately 250,000 square feet in size on the Property by December 31, 2018, title to the Property shall automatically revert to the Grantor in fee simple absolute. The Grantor may invoke this reversionary clause in its sole discretion by signing a declaration to that effect and recording it in the Clerk's Office of the Circuit Court of Botetourt County, Virginia. If the Grantor invokes this reversionary clause, the Grantee shall deliver to the Grantor a quitclaim deed confirming the reversion not less than 30 days after receipt of written notice, but the failure or refusal of Grantee to do so will have no effect on the reversion of title to Grantor.

This conveyance is made subject to the restriction, and Grantee agrees, that, until December 31, 2039, the Property may only be used as a manufacturing facility and related ancillary uses. This restriction may be earlier released or modified by Grantor in its sole discretion by a Release or Modification executed by Grantor and Grantee or their respective successor in interest and recorded in the aforesaid Clerk's Office. Until its termination, the use restriction is a covenant running with the Property and shall be enforceable by Grantor or its successors in interest against Grantee, Grantee's successors in interest, and binding upon any party holding title to the Property.

THIS CONVEYANCE is made additionally subject to all effective easements, restrictions and conditions of record.

NO TITLE EXAMINATION HAS BEEN PERFORMED AND NO CERTIFICATION AS TO STATUS OF TITLE IS MADE BY THE ATTORNEY PREPARING THIS DEED.

WITNESS the following signatures and seals:

ECONOMIC DEVELOPMENT  
AUTHORITY OF BOTETOURT  
COUNTY, VIRGINIA

By: \_\_\_\_\_  
Joyce R. Kessinger, Chairman

COMMONWEALTH OF VIRGINIA )  
COUNTY OF BOTETOURT ) to-wit

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by Joyce R. Kessinger, Chairman, on behalf of the Economic Development Authority of Botetourt County, Virginia, Grantor.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
F. B. Webster Day, Authority Attorney

[GRANTEE]

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF VIRGINIA )  
COUNTY OF BOTETOURT ) to-wit

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, \_\_\_\_\_, on behalf of \_\_\_\_\_, Grantee.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Registration No.: \_\_\_\_\_

**EXHIBIT F**  
Local Revenue Performance Grants Schedule

<b>Grant Year</b>	<b>Cumulative New Jobs</b>	<b>Cumulative Real Estate Capital Investment</b>	<b>Cumulative Machinery &amp; Tools Capital Investment</b>	<b>Machinery &amp; Tools Incentive Ratio</b>	<b>Real Estate Incentive Ratio</b>
1	0	\$14,000,000	\$0	100%	100%
2	100	\$29,000,000	\$15,400,000	100%	100%
3	169	\$29,000,000	\$15,400,000	100%	100%
4	266	\$29,000,000	\$30,800,000	45%	45%
5	350	\$29,000,000	\$46,200,000	45%	45%
6	405	\$29,000,000	\$46,200,000	45%	45%
7	495	\$29,000,000	\$61,600,000	45%	45%
8	588	\$29,000,000	\$77,000,000	45%	45%
9	650	\$29,000,000	\$77,000,000	45%	45%
10	650	\$29,000,000	\$77,000,000	45%	45%
11	650	\$29,000,000	\$77,000,000	35%	25%
12	650	\$29,000,000	\$77,000,000	35%	25%
13	650	\$29,000,000	\$77,000,000	35%	25%
14	650	\$29,000,000	\$77,000,000	35%	10%
15	650	\$29,000,000	\$77,000,000	35%	10%
16	650	\$29,000,000	\$77,000,000	25%	10%
17	650	\$29,000,000	\$77,000,000	25%	10%
18	650	\$29,000,000	\$77,000,000	25%	10%
19	650	\$29,000,000	\$77,000,000	25%	10%
20	650	\$29,000,000	\$77,000,000	0%	0%
21	650	\$29,000,000	\$77,000,000	0%	0%
22	650	\$29,000,000	\$77,000,000	0%	0%
<b>TOTAL</b>	<b>650</b>	<b>\$29,000,000</b>	<b>\$77,000,000</b>		

**EXHIBIT G**  
Local Revenue Performance Grant Application

Tax Year: \_\_\_\_\_  
Grant Year: \_\_\_\_\_

- A **Local Machinery & Tools Levy:** (attach tax bill and receipt evidencing payment of tax bill) \$ \_\_\_\_\_
- B **Local Real Estate Levy:** (attach tax bill and receipt evidencing payment of tax bill) \$ \_\_\_\_\_
- C **Total Local Levy:** (from A and B above) \$ \_\_\_\_\_
- D **Cumulative New Jobs Target for Grant Year:** (from Ex. F) \_\_\_\_\_
- E **Cumulative New Jobs Created in Grant Year:** (attach Sufficient Documentation) \_\_\_\_\_
- F **Cumulative Capital Investment Target for Grant Year:** (from Ex. F) \$ \_\_\_\_\_
- G **Cumulative Actual Capital Investment in Grant Year:** (attach Sufficient Documentation) \$ \_\_\_\_\_
- H **Local Real Estate Levy Incentive Percentage if both Targets are met:** (from Ex. F) \_\_\_\_\_ %
- I **Local Machinery & Tools Tax Levy Incentive Percentage if both Targets are met:** (from Ex. F) \_\_\_\_\_ %

**Local Grant Calculation:**

- 1 **Local Machinery & Tools Levy** (from A above) **Multiplied by Percentage in I above:** \$ \_\_\_\_\_
- 2 **Local Real Estate Levy** (from B above) **Multiplied by Percentage in H above:** \$ \_\_\_\_\_
- 3 **Achievement of New Jobs Performance Guarantee:**
  - a. **New Jobs:** (from E above) \_\_\_\_\_
  - b. **New Jobs Target:** (from D above) \_\_\_\_\_
  - c. **Percentage of New Jobs Target (cumulative) met in Grant Year:** (if 90% or over write 100%) \_\_\_\_\_ %
- 4 **Achievement of Capital Investment Guarantee:**
  - a. **Capital Investment:** (from G above) \$ \_\_\_\_\_
  - b. **Capital Investment Target:** (from F above) \$ \_\_\_\_\_
  - c. **Percentage of Capital Investment Target (cumulative) met in Grant Year:** (if 90% or over, write 100%) \_\_\_\_\_ %
- 5 **Calculation of Local Grant Request:**
  - i. If the percentages in 3c and 4c are both 100%, then the Local Grant Request for this Year will be the sum of Line 1 and Line 2. That amount is \$ \_\_\_\_\_. This amount should be carried forward to line 6.
  - ii. If either percentage in 3c or 4c above is less than 100%, the Total Local Levy in C above shall be divided by two. That quotient is \_\_\_\_\_ (the "Allocation"). Multiply the percentage by which the Target was not met in 3c by the Allocation \$ \_\_\_\_\_ (the "Jobs Grant"). Multiply the percentage by which the Target was not met in 4c by the Allocation \$ \_\_\_\_\_ (the "Capital Grant"). The Local Grant Request will be the total of the Jobs Grant and the Capital Grant. This amount should be carried forward to Line 6.
- 6 **Grand Total Local Grant Request:** \$ \_\_\_\_\_

THE UNDERSIGNED CERTIFIES THAT THE FOREGOING, AND ALL ATTACHMENTS HERETO, ARE TRUE AND CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF, AND THE UNDERSIGNED HAS THE ACTUAL AUTHORITY TO MAKE SUCH REPRESENTATION:

ELDOR CORPORATION S.p.A.

By: \_\_\_\_\_

STATE OF STATE )  
COUNTY/CITY OF NAME ) to wit

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Notary Registration No.: \_\_\_\_\_