

**WAKE COUNTY**

**BUSINESS DEVELOPMENT GRANT AGREEMENT**

**State Participation Tier**

This Business Development Grant Agreement (the “Agreement”) is made and entered into as of the 16th day of September, 2024 by and between Jewelers Mutual Insurance Company, SI a business corporation incorporated in the state of Wisconsin and authorized to transact business in the State of North Carolina (the “Company”) and WAKE COUNTY, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina (the “County”). The County and Company may from time to time be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

WHEREAS, the Local Development Act of 1925, as amended, (Article 1 of Chapter 158 of the North Carolina General Statutes) grants counties the authority to make appropriations for the purposes of aiding and encouraging the location or expansion of certain business enterprises in the county or for other purposes which the county’s governing body finds, in its discretion, will increase the population, taxable property base and business prospects of the county; and

WHEREAS, N.C. Gen. Stat. § 158-7.1(b) lists specific economic development activities which a county may undertake, which list is not exclusive; and

WHEREAS, Wake County has adopted “Wake County Business Development Grant Policy, updated December 4, 2023, and included as Exhibit C (“County Policy”), the provisions of which govern this agreement (with modifications or waivers as determined necessary by Wake County); and

WHEREAS, on August 1, 2023, the Company began discussions with the State of North Carolina (the “State”), and thereafter with the County, to explore the possibility of locating its United States Innovation Hub in the County (the “Project”); and

WHEREAS, on March 18, 2024 the Board of Commissioners of the County met in closed session regarding the Company and its location possibilities and determined that (i) the Project would tend to increase the population, taxable property base and business prospects of the County, (ii) an incentive grant would encourage the Company to locate and provide jobs in the County, and (iii) it would be in the public interest to provide assistance as authorized by N.C. Gen. Stat. § 158-7.1 and approved the negotiation of a business development grant agreement for the Project; and

WHEREAS, the Company has decided to locate the Project within the County; and

WHEREAS, the Company intends to hire no fewer than 200 new employees at average wages above 100% of the County average by December 31, 2029 and invest or cause to be invested no less than \$5,850,000 for acquisitions of tangible personal property and improvements to real estate related to the Project no later than December 31, 2025.

WHEREAS, the State of North Carolina (the “State”) has awarded the Company a Job Development and Investment Grant (“JDIG”); and

WHEREAS, N.C. Gen. Stat. § 153A-449 authorizes the County to contract with and appropriate money to any person, association, or company in order to carry out the public purpose in which the County is authorized by law to engage; and

WHEREAS, the Board of Commissioners of the County found that the consideration the County will receive, based on prospective tax revenues to be generated over a ten-year period due to investment in the Project, will exceed the amount of the grant offered in this Agreement; and

WHEREAS, the Board of Commissioners of the County, following a public hearing on September 16, 2024 approved the execution of a business development grant to the Company for the Project on the terms of this Agreement.

NOW, THEREFORE, in consideration of the reasons recited above, and the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions:

- (a) Full-time Employee: A person who is employed by the Company working at least 35 hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes. The employee must be paid no less than the Wake County Living Wage Rate set by the County during the applicable Grant Year.
- (b) New Employee: A full-time employee who represents a net increase in the aggregate number of employees employed by the Company in connection with the Project.
- (c) New Investment: Improvements to real estate, machinery, equipment, and other business personal property. The value of the land is not included in the calculation of New Investment.
- (d) New Jobs: New increase in the Company’s number of full-time Wake County employees.
- (e) Wake County Living Wage Rate: A rate calculated annually by Wake County and based on the four-year average housing cost of a one-bedroom according to the U.S. Department of Housing and Urban Development’s Fair Market Rents in Raleigh, North Carolina. The formula for rate calculation is attached as Exhibit B and is incorporated by reference.

2. Project Location: The project includes construction/upfit of office space located at:

4000 Center at North Hills  
Raleigh, NC 27609

3. Real Estate New Investments and Machinery, Equipment, Furniture and Fixture Acquisition. The Company shall purchase and/or make or cause to be made New Investments at the site chosen for the Project in Wake County, North Carolina, (the “Property”) and shall, upon request of the Tax Administrator, produce documentation for New Investments which have been made to the Property and receipts showing proof of acquisitions of machinery, equipment, furniture and fixtures by the Company for use at the site of the Project; provided the value of New Investments is equal to the increase of the tax base and not the actual cost of the documented New Investments. New Investments made to the real estate not attributable to the Company’s Investment shall not be counted towards the value of New Investments for the purpose of this Agreement. The Property shall be improved in accordance with the following:

- (a) All construction undertaken, or caused to be undertaken, shall be or has been designed, constructed, and completed in accordance with applicable standards established by federal, State, local, and County regulations and laws; and
- (b) The County shall not be responsible for any aspect of the design or construction of the premises.

4. Performance by the Company. This Agreement and the expenditure of County funds under this Agreement is expressly contingent upon the Company achieving the performance requirements during each “Grant Year” and over the “Grant Period” as defined herein. For purposes of this Agreement, the “Grant Year” is defined as each calendar year (January-December) the Company meets performance requirements within the time periods set forth below, which shall be measured consecutively beginning in the first calendar year of qualification through the fifth (5<sup>th</sup>) calendar year. The “Grant Period” shall be defined as five consecutive calendar years to be measured from the first Grant Year as defined above. The specified performance requirements and payment terms for the Grant are set forth in further detail as follows:

- (a) New Investment in Real Estate Improvements and Tangible Personal Property. The Company shall make, or cause to be made, new investments to real estate and for acquisitions of tangible personal property (collectively, the “Investments”) in the County in connection with the Project which shall result in an increased assessed value of the Investments totaling at least \$5,850,000 on or before December 31, 2025. The existing value of real estate prior to constructing New Investments shall not be counted towards the calculation of the New Investment.
- (b) Employment. The Company shall employ in Wake County the minimum new full-time employees listed below with an average annual wage of no less than \$111,732 which the Parties agree is at least 100% of the 2024 average annual wage for the County as determined by the North Carolina Department of Commerce’s Finance Center.

Employment of the new employees shall align with the Company’s JDIG annual incremental employment requirements starting in 2025 for each individual Grant Year for which the company requests a payment, as described in Paragraph 4(b), such that Company

shall be deemed to have met Wake County's employment requirement for the Grant Year if JDIG's employment requirement is met in the Grant Year.

- 23 new full-time employees by December 31, 2025
- 66 cumulative new full-time employees by December 31, 2026
- 113 cumulative new full-time employees by December 31, 2027
- 149 cumulative new full-time employees by December 31, 2028
- 180 cumulative new full-time employees by December 31, 2029

The Company shall maintain employment of the new employees for all years of the Grant Period. Telecommuting positions for employees residing outside of Wake County shall not be counted towards the employment requirement set forth in this section.

The Parties agree that for purposes of calculating the "annual wage" of an employee of the Company "wage" shall have the meaning it has for purposes of the North Carolina Department of Commerce's Finance Center's calculation of "average annual wage" and that such meaning is the gross wage subject to reporting to the Division of Employment Security of the North Carolina Department of Commerce.

The Company agrees to include residents of the County in recruiting for such job positions.

(c) Living Wage Standard. The Company agrees that all new full-time employees shall receive no less annually than, the Wake County Living Wage Rate set by the County during the applicable Grant Year throughout the Grant Period in order to be counted toward the new employees threshold described in Section 3(b). For example, the 2025 Grant Year performance will be evaluated using the Living Wage set by the County in July 2025.

The Wake County Living Wage Rate is calculated annually by the County and is based on the four-year average housing cost of a One Bedroom according to the U.S. Department of Housing and Urban Development's (HUD) Fair Market Rents in the Raleigh Metropolitan Statistical Area (MSA). The rate is set on July 1st each year.

(e) Use. The Investments shall be made to accommodate the Company's United States Innovation Hub facility and related facilities, buildings, and improvements.

(f) Payment of Taxes by Company. The County must receive confirmation from the County tax assessor's office that the Company has paid, in full, the annual ad valorem taxes based on the increased value resulting from Investments in the Project.

5. Documentation from the Company. In connection with each request for reimbursement, the Company shall deliver to the County Manager a performance letter in substantially the form of the attached Exhibit A (the "Performance Letter"), certifying that (1) the Company has taken the actions and met the requirements described in Section 4(a) and (b) of this Agreement as of the date of the Performance Letter, and (2) the Company qualifies for Jobs Development Incentive Grant program monies for such Grant Year. If the Company does not meet all of the conditions required to be certified in the Performance Letter, the Company shall not qualify for a grant payment from Wake County for that calendar year. Upon the request of the County

Manager, the Company shall present to the County such evidence as may be reasonably requested to confirm the facts in the Performance Letter. To the full extent allowed by law, such requested evidence shall be kept confidential by the County and shall remain the property of the Company to be returned after the County's review.

The Company shall attest to meeting the requirements of Section 4(d) for the prior calendar year in order to receive the Upward Mobility Bonus. If the Company does not fulfill the requirements of Section 4(d), the Company remains eligible for the underlying Business Development Grant. The Company is ineligible for the Upward Mobility Bonus in any year that the Company is ineligible for the underlying Business Development Grant.

It is agreed that the County, through its auditors, shall have the right upon reasonable notice and during normal business hours, to inspect and audit the Company's records pertaining to the value of the Investments made with respect to the Project. All records revealed by the Company to the County's auditors shall remain confidential and may be used by the County only for audit purposes to the full extent allowed by law.

The Company acknowledges that it has been informed by the County that the County is required by law, upon request, to disclose "Public Records" as that term is defined by N.C. Gen. Stat. §132-1. Notwithstanding the immediately preceding sentence, the County acknowledges that some or all of the information made available by the Company to the County pursuant to this Agreement may be exempt from disclosure as a "Public Record" pursuant to N.C. Gen. Stat. §§ 132-1.2 and/or 132-6(d), and that all such information may be proprietary. Some or all of the information made available to the County pursuant to this Agreement may be designated by the Company as confidential and as a trade secret at the time of disclosure to the County. The County, to the fullest extent allowed by state law, will hold such designated information as confidential. The County shall, if it receives a request for disclosure of any such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a Public Record, and the County shall refrain from making any such disclosures unless or until it (i) receives the Company's written permission to do so; or (ii) is compelled to do so by the final order of a court of competent jurisdiction. The Company shall have the right to direct any litigation of such dispute and shall indemnify the County for any legal fees and expenses incurred by the County in opposing such request for disclosure. The Company acknowledges that the County has met the disclosure requirements set forth in N.C. Gen. Stat. § 132-1.11(b)

## 6. Payment of Grant.

(a) Upon the terms and conditions herein, the County agrees to partially reimburse the Company for the Investments that the Company makes or causes to be made in the Project in order to provide an incentive to the Company to make or cause such Investments and create such jobs within the County. A cash grant will be paid to the Company in an amount equal to a percentage of the additional County property tax revenue attributable to the assessed value of the Investments, as determined by the County tax assessor as more specifically set forth in Section 6(c). County property tax-exempt investments shall not count towards Investments for the purpose of this Section.

(b) Once the Company has met the performance requirements set forth in Section 4 of this Agreement for the Grant Year in question and the Company has submitted the required documentation under Section 5, the Company shall be eligible to receive the grant payments described in this Agreement. The grant payments shall begin in the year after the taxable property base of the Investments attributable to the Project as determined by the County Tax Administrator first exceeds \$5,850,000 provided the job requirements for that year are also met. For clarity, the first payment is expected to be based on the Company's performance for calendar year 2025, assuming the requirements are met, but could be earlier depending on the timing of the applicable Investments. The exact date of payments during each Grant Year shall be at the discretion of the County but in any event shall be made during the period from January 1st through March 31<sup>st</sup> that immediately follow the County's receipt of the Company's Performance Letter.

For example, if the Company's Investment prior to December 31, 2025 is assessed by the County in 2026 at a value in excess of \$5,850,000, the Company has paid or caused to be paid the *ad valorem* tax on Investment by January 6, 2027, and the Company has met the 2025 employment requirements, as set forth in Paragraph 4(b), the Company's first Grant Year will be 2025. The Company's Performance Letter for that year will be due by March 1, 2027 (as described below), and the County will issue payment to the Company no later than March 31, 2027.

(c) The amount of the Grant payments to be paid by the County to the Company shall be thirty-five percent (35%) of the additional County ad valorem tax revenue attributable to the assessed value of the Improvements as defined in Section 2(a) of this Agreement as of January 1 of the preceding calendar year, as verified by the County Manager. The Grant payments shall be paid for each Grant Year for a period of five (5) consecutive years (the "Grant Period"). In no event shall the Grant amount paid by the County for any Grant Year exceed the amount of ad valorem taxes actually paid in the preceding year for Improvements in connection with the Project. The Parties agree that any payment of ad valorem tax made before January 6 following the due date of the tax shall be deemed to have been paid in the year the tax was due.

(d) Grant payments are to be made directly to the Company consistent with information provided by the Company in the County's vendor management system (as the same may be updated from time to time by the Company).

(e) As a material condition of receiving the Grant, the Company must submit the Performance Letter required by Section 5 by March 1 of the year following the calendar year for which the Grant is requested. **Failure to submit the Performance Letter by March 1 shall disqualify the Company from receiving the Grant for the previous calendar year, and the County shall have no obligation to the Company for any reimbursement based on performance or payment in the previous calendar year.** The March 1 deadline may be extended for cause only with the advance consent of the Board of Commissioners.

(f) In the event that all Grant requirements outlined in Section 4 of this Agreement are not met by Company for any year of the Grant Period, or the required documentation

outlined in Section 5 is not submitted by Company for the year in time to allow payment by March 31 of the following year, then the County shall have no responsibility for all or any part of Grant for the non-qualifying Grant Year, and Company or its Affiliates shall have no interest in or entitlement to Grant for that Grant Year. No cure periods shall be allowed for the purpose of qualification in any Grant Year.

7. Recapture

In order to ensure that the public benefits from this incentive will be secured, it is a requirement that all or part of this economic development incentive will be returned or forfeited if the Company does not fulfill its obligations under N.C.G.S. Ch 158 *et seq*, this Agreement, or both. Therefore, the parties agree to each of the following provisions:

(a) In the event that all Grant requirements outlined in Section 2 of this Agreement are not met by Company for any year of the Grant Period, or the required documentation outlined in Section 3 is not submitted by Company by March 31 of the following year, then the County shall have no responsibility for all or any part of Grant Funding for the non-qualifying Grant Year, and Company or its Affiliates shall have no interest in or entitlement to Grant Funding for that Grant Year. No cure periods shall be allowed for the purpose of qualification in any Grant Year.

(b) In the event that Company fails to qualify for the Grant in more than 50% of the Years of the Grant Period, the County shall be entitled to recapture from the Company 50% of the actual amount of the reimbursement made by the County to the Company in each of the qualifying Grant Years.

8. State and Local Incentives. This Agreement is expressly contingent on the Company's ability to qualify for funds from the State of North Carolina's part of the JDIG program for Project Diamonds. Company shall not qualify for County Grant payments in any years of the Grant Period in the event that in such year the Company does not qualify for the JDIG program monies for Project Diamonds. This contingency only applies in those years when funds are available to the Company from the JDIG program. The Company affirms that both Wake County and the City of Raleigh have participated in recruitment and offered incentives in a manner appropriate to the project and in the amounts set forth in the Company's JDIG application.

9. Amendments to Agreement. This Agreement may be modified or amended only with the mutual written consent of the Parties.

10. Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their heirs and successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other representations, inducements, or other provisions other than those expressed in this writing. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. All changes, additions, or deletions to this Agreement must be in writing and signed by all Parties.

It is specifically understood and agreed that the Company will be subject to applicable County ordinances, policies, procedures, and other regulations.

12. Governing Law. The Parties agree that this Agreement is to be controlled by the laws of the State of North Carolina.

13. Jurisdiction and Venue. Any controversy or claim arising out of this Agreement shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

14. Termination. Except as otherwise provided herein, this Agreement shall terminate on December 31st of the last year in which the County makes grant payments to the Company under this Agreement.

15. Assignment. With the consent of the County, which shall not be unreasonably withheld, the Company may assign all or part of its rights, benefits, and/or obligations under this Agreement to one or more Affiliates designated by the Company; provided that no such assignments shall relieve the Company of its obligations or Company specific performance requirements under this Agreement which are a condition of County Grant Funding. For the purpose of this section, an Affiliate means the Company or any other entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. As a requirement of any assignment of this Agreement, the Manager must receive satisfactory documentation that 1) the Assignee is engaged in the same business as set forth on the Grant application 2) no such assignments shall relieve the Company of its obligations or Company specific performance requirements under this Agreement which are a condition of County Grant Funding 3) the grant agreement entered by and between the Company and the City of Raleigh by which performance under this Agreement is measured is contemporaneously assigned to the same entity 4) the Assignee is a domestic corporation entity such that administration of the Grant terms would not be impeded. The Board of Commissioners in its sole reasonable discretion may grant assignments upon the terms and conditions set forth herein and any additional conditions deemed equitable to accomplish the objectives of the Agreement. The approval of any request meeting the requirements for assignment pursuant to this Section 15 shall not be unreasonably withheld, conditioned, or delayed by the Board of Commissioners. Notwithstanding anything to the contrary in this paragraph, the County may, in its sole discretion, allow the Company to assign the grant in other circumstances that may arise which meet the County's approval.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

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Yvonne Gilyard  
County Clerk

WAKE COUNTY

By: \_\_\_\_\_  
Shinica Thomas  
Chair, Board of Commissions

Approved as to Form:

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Scott Warren  
Wake County Attorney

COMPANY

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

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

\_\_\_\_\_  
Wake County Finance Officer

The person responsible for monitoring the contract performance requirements is Michael James.

\_\_\_\_\_  
Department Head Initials: