

## INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between CREDIT SUISSE (USA), INC., a Delaware corporation, for the benefit of itself and of one or more affiliates that may be designated by it to own or operate the Project, (collectively, 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 hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

### WITNESSETH:

WHEREAS, the Local Development Act of 1925, as amended, (Section 158-7.1 of the North Carolina General Statutes) grants the County authority to make appropriations for the purposes of aiding and encouraging the location of certain business enterprises in the County, which the County’s government body finds in its discretion will increase the population, taxable property base and business prospects of the County; and

WHEREAS, the County, the Town of Cary and Research Triangle Foundation have an existing Memorandum of Agreement dated October 28, 2003, concerning the provision of water, sewer and reclaimed water service to the Wake County portion of Research Triangle Park; and

WHEREAS, the County has agreed to provide funding to the Company as set forth in this Infrastructure Agreement for certain infrastructure improvements to induce the Company to locate the Project in Wake County; and

WHEREAS, the County has taken the steps required by N.C. Gen. Stat. Chapter 158 *et seq.* to authorize appropriations for this purpose; and

WHEREAS, due in part to the inducements of the County as aforesaid, the Company has agreed to construct an expansion of its global business center to be located in the Research Triangle Park in Wake County (the “Project”).

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. As part of the Project the Company shall construct a new office building (the "Improvement") on the property located in the Research Triangle Park in Wake County described on Exhibit "A". Upon completion of the Improvement as evidenced by all required approvals and permits, the County shall provide reimbursement to the Company for all costs incurred by the Company in constructing water, sewer and reclaimed water lines to within five (5) feet of any building in the Project, which includes, but is not limited to, materials, labor, surveying expenses, costs for site plans directly relating to the extension of the water, sewer and reclaimed water lines serving the Project; and costs in connection with matters relating to the granting of easements for the water, sewer and reclaimed water lines serving the Project (collectively, the "Infrastructure Costs"). The County agrees to reimburse the Company up to an amount not to exceed Three Hundred Eighty-five Thousand Dollars (\$385,000) for the Infrastructure Costs, with no minimum amount due.

2. The Company shall be responsible for the preparation of plans and specifications for the water, sewer and reclaimed water lines constructed for the Project. The County retains the right to review such plans and specifications, and all such plans and specifications will be subject to County approval, not to be unreasonably withheld, conditioned or delayed. Nothing herein shall be construed to make the County responsible for the construction of the Improvement.

3. The Company shall obtain at its sole expense, unreimbursed by the County, all required plan approvals and permits for construction of the water, sewer and reclaimed water lines for the Project.

4. Upon completion of construction and acceptance by the Town of Cary, ("the Town"), the Town will be responsible for operation and maintenance of all water, sewer and reclaimed water lines within dedicated public easements; provided, however, that the Town will not be responsible for the maintenance of the portion of the water and reclaimed water lines between the meter and the building, and the Town will maintain only the portion of the sewer line that runs from the main sewer line to the terminus manhole at the Project.

5. The Company shall provide complete documentation to the County for all reimbursable Infrastructure Costs. Such documentation will include quantities of work completed, unit prices for the work, if applicable, and copies of invoices for materials, services, permits, inspections, and plans totaling the Infrastructure Costs. Municipal

impact and development fees are ineligible for reimbursement. The County shall reimburse the Company within thirty (30) days of receiving a request accompanied by such documentation.

6. Upon payment in full by the County to the Company of the Infrastructure Costs, the Company will convey title to the Town for all water, sewer, and reclaimed water lines constructed within the easements described herein and in Section 4. Furthermore, the Company will dedicate to the Town at no additional cost a permanent, maintenance easement in order for the Town to maintain the water, sewer and reclaimed water lines as required in Section 4, and the Company shall provide to the Town recordable easement plats for all such water, sewer and reclaimed water lines. The easement will not extend into buildings and will terminate at a location mutually agreed upon by the Town and the Company.

7. Prior to payment by the County, the Company shall provide the County evidence of payment of all expenses for which reimbursement is claimed and releases from all contractors for any liability for mechanic's or materialmen's liens which could be assessed against the water, sewer or reclaimed water lines constructed pursuant to this Agreement.

8. 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. Chapter 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. Chapter 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 the 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. Chapter 132-1.11(b).

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

ATTEST

COUNTY OF WAKE

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, Board of Commissioners

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

CREDIT SUISSE (USA), INC.

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

Title: \_\_\_\_\_

The person responsible for monitoring the contract performance requirements is  
\_\_\_\_\_. \_\_\_\_\_ Department Head initials

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

\_\_\_\_\_  
Finance Director

**Exhibit A**  
to  
Infrastructure Agreement  
Wake County/Credit Suisse (USA), Inc.

Being all of that tract of land containing approximately 29.43 acres located in Research Triangle and commonly known as Site 5B as shown in Book of Maps 2010, Page 331 Wake County Registry exclusive of Area A and Area B, Proposed Substation Lot, as shown in Book of Maps 2012, Page 1394 Wake County Registry, together with all of that N.A.P. area identified as “New Remaining N.A.P.” Area Credited to Site 5B” as shown in Book of Maps 2010, Page 331 exclusive of Area A as shown in Book of Maps 2012, Page 1394 Wake County Registry, said N.A.P. area containing approximately 13.32 acres.