

QUICK ACTION CLOSING FUND AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of February, 2012, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and ALM Technologies, Inc., hereinafter referred to as "ALM", pursuant to Section 288.1088, Florida Statutes.

WHEREAS, COUNTY has been advised that ALM has met all of the requirements of and has an agreement with the State of Florida, Department of Economic Opportunity's Division of Strategic Business Development (DSBD) which is necessary to become certified to participate in the Quick Action Closing Fund (Closing Fund) and that all statutorily required reviews and approvals have been obtained pursuant to Section 288.1088, Florida Statutes; and

The Agreement between the State of Florida, Division of Economic Opportunity's Division of Strategic Business Development and ALM Technologies, Inc., including any attachments thereto, are attached hereto and incorporated as an integral part of this agreement, and will be referred to as "Exhibit A".

In consideration for the mutual promises and agreements contained herein, and other valuable and good consideration, COUNTY and ALM agree as follows:

1.0 **PARTIES:** The parties and their respective addresses for purposes of this Agreement are as follows:

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
96135 NASSAU PLACE, SUITE 1
YULEE, FLORIDA 32097
FAX NUMBER: (904) 321-5784**

**ALM TECHNOLOGIES, INC.
850816 US HIGHWAY 17
YULEE, FLORIDA 32097
FAX NUMBER: () - -**

2.0 **ADMINISTRATORS:**

The County's Agreement Administrator is:

Ted Selby, County Manager

ALM'S Agreement Administrator is:

Michael J. Piscatella, President

All approvals and notifications referenced in this Agreement must be obtained in writing from the parties' Agreement Administrators or their duly authorized designees.

3.0 **TERM:** The term of this Agreement shall coincide with the term of the Quick Action Closing Fund Agreement between the State of Florida, Department of Economic Opportunity's Division of Strategic Business Development and ALM Technologies, Inc. and shall commence upon the date of execution of this Agreement, and continue through June 30, 2018, for all terms except for the record-keeping and audit-related obligations (Paragraphs 7.0(c)), unless terminated prior to that time as provided for in this Agreement. The record-keeping and audit-related obligations (Paragraphs 7.0(c)) of ALM shall continue through June 30, 2023, unless terminated prior to that time as provided for in this Agreement.

4.0 **CLOSING FUND AWARDEE DESCRIPTION:**

(a) The Closing Fund Awardee is, or will be, an operating unit of ALM Technologies, Inc. It is identified for Florida unemployment compensation purposes under the unit name of ALM Technologies, Inc.

(b) The Closing Fund Awardee understands and agrees that the requirements in Paragraphs 7.0 and 8.0 of this Agreement pertain **only** to the project described in Paragraph 5.0(a) of this Agreement for the business unit described in Paragraph 4.0(a) of this Agreement.

5.0 **PROJECT DESCRIPTION AND AWARD CONDITIONS:**

(a) This project includes the location of the Closing Fund Awardee's aviation/aerospace manufacturing operation in Nassau County, Florida, as described in "Exhibit A".

(b) In order to remain qualified for the Closing Fund award payment authorized in this Agreement and to avoid sanctions, the Closing Fund Awardee must meet the conditions below:

(1) The total number of new full-time equivalent jobs in Nassau County, Florida that the Closing Fund Awardee is, or will be, dedicating to this project is at least 30, and these jobs will be fully implemented by December 31, 2014. These jobs will be phased in, with the first phase consisting of the creation of at least 15 net new full-time equivalent project jobs in Florida, fully implemented by December 31, 2012; the second phase, consisting of the creation of at least an additional 8 project jobs for a cumulative total of at least 23 full-time equivalent project jobs in Florida, fully implemented by December 31, 2013; and, the third and final phase consisting of the creation of at least an additional 7 project jobs for a cumulative total of at least 30 full-time equivalent project jobs in Florida, fully implemented by December 31, 2014. The Closing Fund Awardee must maintain these jobs for an additional three (3) years or until at least December 31, 2017.

(2) The average annual wage of project jobs specified in Paragraph 5.0(b)(1) above will be at least \$41,267, excluding benefits; and

(c) The Closing Fund Awardee may make a one-time election to extend the job creation and investment schedule by one year. This election must be communicated to the State of Florida, Department of Economic Opportunity's Division of Strategic Business Development (DSBD), and approved by DSBD, in writing. Exercising this option shall result in a one-year extension of the term of the performance requirements and sanctions.

(d) Payment of the \$20,000.00 one-time award by COUNTY to Closing Fund Awardee upon achievement of the following:

(1) Execution of a Closing Fund (QACF) Agreement with the Florida Department of Economic Opportunity not later than February 29, 2012;

(2) Purchase of existing building (850816 US Highway 17, Yulee) with a minimum purchase price of \$600,000.00; and

(3) Public announcement of the project's location in Nassau County.

(e) Performance conditions that must be met to avoid sanctions will include achievements of the following project goals:

(1) Creation of 30 new jobs in accordance with the schedule outlined in the QACF Agreement;

(2) Average wage of at least \$19.84 per hour for all jobs.

6.0 **NOTICES**: All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth for the respective parties shall be the place where notices shall be sent, unless prior written notice of change of address is given.

7.0 **DUTIES OF THE CLOSING FUND AWARDEE**: ALM agrees that to qualify and remain qualified for the Closing Fund Award payment authorized under this Agreement ALM must:

(a) Undertake the project and meet all of the Award Conditions as specified in this Agreement.

(b) Notify COUNTY in writing of any material developments that impact the implementation or operation of this Agreement or the project that this Agreement covers. Such material developments will include, but not be limited to: announcements with regard to the project, cancellation of the project, or change in ownership of the Closing Fund Awardee.

(c) Maintain personnel and financial records and reports related to the jobs, wages, and cumulative investment that are the subject of this Agreement and submit reports to COUNTY as requested.

8.0 TERMINATION AND SANCTIONS:

(a) This Agreement may be terminated by COUNTY upon failure of the Closing Fund Awardee to comply with any material term or condition of this Agreement or a decision by the Closing Fund Awardee either not to proceed with the project defined in Paragraph 5.0(a) of this Agreement or to proceed with that project in a location outside of Nassau County, Florida.

(b) A termination will result in the loss of eligibility for receipt of the Closing Fund Award payment previously authorized by COUNTY. If the Closing Fund Award has been paid, the Closing Fund Awardee may be required to repay to COUNTY the grant amount and a penalty, as outlined below in (d), (e), (f) and (g) of this section.

(c) Notwithstanding Paragraphs (a) and (b) above, in the event that COUNTY fails to pay the Closing Fund Awardee any portion of a Closing Fund Award payment, to which the Closing Fund Awardee is entitled under this Agreement, as a result of insufficient funds or for any reason whatsoever, the Closing Fund Awardee shall have the right to terminate this Agreement and may retain any Closing Fund Award payment that is not subject to conditions/sanctions under Paragraphs (d), (e), (f) and (g) of this Section and was previously paid or awarded to the Closing Fund Awardee by COUNTY under this Agreement.

(d) In any year in which the actual number of jobs for a job creation or maintenance phase scheduled in paragraph 5.0(b)(1) of this agreement falls **below** 80 percent of the number of jobs so scheduled, the Closing Fund Awardee shall repay to COUNTY an amount equal to one-fifth of the Closing Fund Award payment plus interest as determined in Paragraph 8.0(g) on the amount repaid.

(e) If in any year the actual number of jobs is at least 80 percent of the jobs scheduled in Paragraph 5.0(b)(1) of this Agreement, but less than the required number of jobs, the Closing Fund Awardee shall repay to COUNTY a prorated share of one-fifth

of the Closing Fund Award payment plus interest, as determined in Paragraph 8.0(g), on the amount repaid.

(f) In any year the average wage falls **below** the average wage agreed to in Paragraph 5.0(b)(2) of this Agreement, the Closing Fund Awardee shall repay to COUNTY one-fifth of the Closing Fund Award plus interest, as determined in Paragraph 8.0(g), on the amount repaid.

(g) The interest rate shall be determined by the average interest rate received by the State on mid-term investments at the time payment is due.

(h) In no year shall the amount required to be repaid to COUNTY exceed the larger of the individual amounts determined in Paragraphs 8.0(d), (e) or (f), and total cumulative payments shall never exceed the value of the total award plus interest as determined in Paragraph 8.0(g) of this Agreement.

(i) Any required repayment, interest and/or penalty, is due to COUNTY within sixty (60) days of receipt of written notice from COUNTY.

(j) Notwithstanding Paragraphs 8(a) through 8(i) above, the Closing Fund Awardee agrees that COUNTY may secure a lien against the Awardee's real property for this project. Such lien may be exercised by the COUNTY in the event that the Closing Fund Awardee defaults on the performance conditions and requirements set forth in Paragraphs 5(b) and 5(d) of this Agreement.

(k) COUNTY, or its designated agent, may conduct on site visits of the Nassau County, Florida facility to verify the Closing Fund Awardee's investment, employment and wage records.

9.0 **LEGAL REQUIREMENTS:**

If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement will remain in full force and effect and such term or provision will be deemed stricken. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Nassau County, Florida, applying Florida law.

10.0 **DISPUTES:**

Any dispute arising under this Contract shall be addressed by the representatives of the COUNTY and the Closing Fund Awardee as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Closing Fund Awardee, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager and a representative of the Closing Fund Awardee. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The County Attorney and the County Manager shall meet with the Closing Fund Awardee representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Closing Fund Awardee. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Closing Fund Awardee. No litigation shall be initiated unless and until the procedures set forth herein are followed.

11.0 **ATTORNEY FEES:** Unless authorized by laws and agreed to in writing by COUNTY, COUNTY will not be liable to pay attorney fees, interest, or cost of collection.

12.0 **PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

13.0 **PUBLIC RECORDS**: The Closing Fund Awardee must make publicly available, upon request, the following information: the name of the business, the amount of the Closing Fund Award payment, the number of actual new full-time equivalent jobs created, and the amount of capital investment completed.

14.0 **NON-ASSIGNMENT**: Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

15.0 **ENTIRE AGREEMENT**: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Closing Fund Awardee and the authorized agent of COUNTY.

DUPLICATE ORIGINALS. This Agreement is executed in duplicate originals.

(SIGNATURES CONTINUE ON THE NEXT PAGE)

IN WITNESS WHEREOF, County and the Closing Fund Awardee have caused this agreement to be executed and delivered by their duly authorized representatives.

NASSAU COUNTY, FLORIDA

ALM TECHNOLOGIES, INC.

Stacy T. Johnson
Stacy T. Johnson
Its: Chairman

Michelle Letts
Authorized Signature
Title: PRESIDENT

Attest as to Chair's Signature:

Witnesses:

John A. Crawford
John A. Crawford
Its: Ex-Officio Clerk

Nicole White
Printed Name: Nicole White

93K
8/29/12
Ad
2/29/12

Steve Rieck
Printed Name: STEVE RIECK

Approved as to form by the
Nassau County Attorney:

David A. Hallman
David A. Hallman

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
*QUICK ACTION CLOSING FUND AGREEMENT***

AGREEMENT

THIS AGREEMENT (SB 12-139) is made and entered into this 28 day of February, 2012, by and between the State of Florida, Department of Economic Opportunity's Division of Strategic Business Development, hereinafter referred to as "DSBD," and ALM Technologies, Inc., hereinafter referred to as the "Closing Fund Awardee," pursuant to Section 288.1088, Florida Statutes.

DSBD has determined that the Closing Fund Awardee has met all of the requirements necessary to become certified to participate in the Quick Action Closing Fund (Closing Fund) and that all statutorily required reviews and approvals have been obtained pursuant to Section 288.1088, Florida Statutes, and

The Enterprise Florida, Inc. Quick Action Closing Fund Request for Consideration and the Closing Fund Awardee documentation and application, including any attachments, are attached hereto and incorporated as an integral part of this agreement, and will be referred to as "Exhibit A."

This Agreement is neither a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of Closing Fund Awards are conditioned on and subject to specific annual appropriations by the Florida Legislature of funds sufficient to pay amounts authorized in Section 288.1088, Florida Statutes, and

In consideration for the mutual promises and agreements contained herein, and other valuable and good consideration, DSBD and the Closing Fund Awardee agree as follow:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
DIVISION OF STRATEGIC BUSINESS DEVELOPMENT
400 SOUTH MONROE STREET
THE CAPITOL, SUITE 2001
TALLAHASSEE, FLORIDA 32399-0001
FAX NUMBER: (850) 487-3014

ALM TECHNOLOGIES, INC.
1032 COMMERCIAL DRIVE
BRUNSWICK, GEORGIA 31525
FAX NUMBER: (912) 554-8890

2.0 ADMINISTRATORS:

The State's Closing Fund Agreement Administrator is:

Karl Blischke, Chief Analyst

The Closing Fund Awardee Agreement Administrator is:

Michael J. Piscatella

All approvals and notifications referenced in this Agreement must be obtained in writing from the parties' Agreement Administrators or their duly authorized designees.

3.0 TERM: The term of this Agreement shall commence upon the date of execution of this Agreement, and continue through June 30, 2018, for all terms except for the record-keeping and audit-related obligations (Paragraphs 7.0(f) and 19.0), unless terminated prior to that time as provided for in this Agreement. The record-keeping and audit-related obligations (Paragraphs 7.0(f) and 19.0) of the Closing Fund Awardee shall continue through June 30, 2023, unless terminated prior to that time as provided for in this Agreement.

4.0 CLOSING FUND AWARDEE DESCRIPTION:

(a) The Closing Fund Awardee is, or will be, an operating unit of ALM Technologies, Inc. It is identified for Florida unemployment compensation purposes under the unit name of ALM Technologies, Inc. and account number _____.

(b) The Closing Fund Awardee understands and agrees that the requirements in Paragraphs 7.0, 9.0, 10.0 and 19.0 of this Agreement pertain **only** to the project described in Paragraph 5.0(a) of this Agreement for the business unit described in Paragraph 4.0(a) of this Agreement.

5.0 PROJECT DESCRIPTION AND AWARD CONDITIONS:

(a) This project includes the location of the Closing Fund Awardee's aviation/aerospace manufacturing operation in Nassau County, Florida, as described in "Exhibit A."

(b) The "Award Conditions" for the payment of \$100,000 shall be met when the following have occurred:

(1) Execution of a Closing Fund Agreement with DSBD on or before February 29, 2012;

(2) Public announcement, in conjunction with the Executive Office of the Governor of the State of Florida, of the project's location in Nassau County, Florida; and

(3) Documentation of the purchase, no earlier than November 27, 2011, of property in Nassau County, including land and building, for this project. This purchase must have a minimum purchase price of \$600,000.

Supporting documentation shall be submitted to DSBD for verification of the aforementioned conditions. Verification must be complete to DSBD's satisfaction prior to the

disbursement of the payment. Unless otherwise noted above, to receive payment, conditions are expected to be met by **June 30, 2012**; however, this date may be extended to **no later than** September 1, 2012, with the express written approval of DSBD.

(c) In order to remain qualified for the Closing Fund award payment authorized in this Agreement and to avoid sanctions, the Closing Fund Awardee must meet the conditions below:

(1) The total number of new full-time equivalent jobs in Nassau County, Florida that the Closing Fund Awardee is, or will be, dedicating to this project is at least 30, and these jobs will be fully implemented by December 31, 2014. These jobs will be phased in, with the first phase consisting of the creation of at least 15 net new full-time equivalent project jobs in Florida, fully implemented by December 31, 2012; the second phase, consisting of the creation of at least an additional 8 project jobs for a cumulative total of at least 23 full-time equivalent project jobs in Florida, fully implemented by December 31, 2013; and, the third and final phase consisting of the creation of at least an additional 7 project jobs for a cumulative total of at least 30 full-time equivalent project jobs in Florida, fully implemented by December 31, 2014. The Closing Fund Awardee must maintain these jobs for an additional three (3) years or until at least December 31, 2017.

(2) The Base Period for this project's jobs will be the twelve full months prior to the date of the State's Budget Approval and Release (December 1, 2011);

(3) The average annual wage of project jobs specified in Paragraph 5.0(c)(1) above will be at least \$41,267, excluding benefits; **and**

(4) The Closing Fund Awardee must invest an additional \$920,000 in new capital investment for total of at least \$1,520,000 in the new facility by December 31, 2014, and

maintain that investment for an additional three (3) years, until December 31, 2017. Documentation of this investment must be presented to DSBD or its agent by January 31, 2015, and continue to be presented to DSBD each year thereafter until January 31, 2018.

(d) The Closing Fund Awardee may make a one-time election to extend the job creation and investment schedule by one year. This election must be communicated to DSBD, and approved by DSBD, in writing. Exercising this option shall result in a one-year extension of the term of the performance requirements and sanctions.

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by DSBD, shall be in writing and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

7.0 DUTIES OF THE CLOSING FUND AWARDEE: The Closing Fund Awardee agrees that to qualify and remain qualified for the Closing Fund Award payment authorized herein, the Closing Fund Awardee must:

(a) Undertake the project and meet all of the Award Conditions as specified in Paragraph 5.0(b) of this Agreement.

(b) Submit its request for the Closing Fund Award payment authorized in Section 9.0 of this Agreement in a letter format, clearly stating it certifies that each of the specific requirements in Paragraph 5.0(b) of this Agreement has been met, and provide supporting documentation acceptable to DSBD.

(c) Submit annual certification of its employment and annual average wage payment using a Qualified Target Industry Tax Refund (QTI) Claim application or alternate equivalent documentation acceptable to DSBD, each and every State of Florida fiscal year by January 31 of said year. The QTI claim application or alternate equivalent documentation must be submitted annually through January 31, 2018.

(d) Certify and submit documentation that at least 80 percent of the total investment specified in Paragraph 5.0(c)(4) has been made in the facility in Nassau County, Florida as of December 31, 2014, and continues to be located in Nassau County, Florida as of December 31, 2017.

(e) Notify DSBD in writing of any material developments that impact the implementation or operation of this Agreement or the project that this Agreement covers. Such material developments will include, but not be limited to: announcements with regard to the project, cancellation of the project, or change in ownership of the Closing Fund Awardee.

(f) Maintain personnel and financial records and reports related to the jobs, wages, and cumulative investment that are the subject of this Agreement and submit reports to DSBD as requested.

8.0 LIABILITY AND INDEMNIFICATION: DSBD will not assume any liability for the acts, omissions to act, or negligence of the Closing Fund Awardee, its agents, servants, or employees; nor will the Closing Fund Awardee exclude liability for its own acts, omissions to act, or negligence to DSBD. In addition, the Closing Fund Awardee agrees to be responsible for any injury or property damage resulting from any activities conducted by the Closing Fund Awardee.

To the extent permitted by law, the Closing Fund Awardee agrees to indemnify and hold DSBD harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither DSBD nor any agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

9.0 DUTIES OF DSBD: DSBD agrees that the Closing Fund Awardee will be eligible to receive a total amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** from the Quick Action Closing Fund contingent upon meeting the requirements established in Paragraph 5.0(b) of this Agreement. The payment will be paid within 30 days of verification by DSBD, or DSBD's designee, that the Closing Fund Awardee has met the conditions in Paragraph 5.0(b) of this Agreement, for the project specified in Paragraph 5.0(a) of this Agreement.

10.0 TERMINATION AND SANCTIONS:

(a) This Agreement may be terminated by DSBD upon failure of the Closing Fund Awardee to comply with any material term or condition of this Agreement or a decision by the Closing Fund Awardee either not to proceed with the project defined in Paragraph 5.0(a) of this Agreement or to proceed with that project in a location outside of Nassau County, Florida.

(b) A termination will result in the loss of eligibility for receipt of the Closing Fund Award payment previously authorized. If the Closing Fund Award has been paid, the Closing Fund Awardee may be required to repay the grant amount and a penalty, as outlined below in (d), (e), (f), (g), and (h) of this section.

(c) Notwithstanding Paragraphs (a) and (b) above, in the event that DSBD fails to pay the Closing Fund Awardee a Closing Fund Award payment, to which the Closing Fund Awardee is entitled under this Agreement, as a result of insufficient state funds or for any reason whatsoever, the Closing Fund Awardee shall have the right to terminate this Agreement and may retain any Closing Fund Award payment that is not subject to conditions/sanctions under Paragraphs (d), (e), (f), (g), and (h) of this Section and was previously paid or awarded to the Closing Fund Awardee by DSBD under this Agreement.

(d) In any year in which the actual number of jobs for a job creation or maintenance phase scheduled in Paragraph 5.0(c)(1) of this agreement falls **below** 80 percent of the number of jobs so scheduled, the Closing Fund Awardee shall repay an amount equal to one-fifth of the Closing Fund Award payment plus interest on the amount repaid.

(e) If in any year the actual number of jobs is at least 80 percent of the jobs scheduled in Paragraph 5.0(c)(1) of this Agreement, but less than the required number of jobs, the Closing Fund Awardee shall repay a prorated share of one-fifth of the Closing Fund Award payment plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(f) In any year the average wage falls **below** the average wage agreed to in Paragraph 5.0(c)(3) of this Agreement, the Closing Fund Awardee shall repay one-fifth of the Closing Fund Award plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(g) If the capital investment for the project specified in Paragraph 5.0(a) of this Agreement has not reached 80 percent of the investment scheduled in Paragraph 5.0(c)(4) of this Agreement by the periods specified in Paragraph 5.0(c)(4) of this Agreement, the Closing Fund Awardee shall repay a prorated share of the Closing Fund Award payment plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(h) The interest rate shall be determined by the average interest rate received by the State on mid-term investments at the time payment is due.

(i) In no year shall the amount required to be repaid exceed the larger of the individual amounts determined in Paragraphs 10.0(d), (e), (f), or (g), and total cumulative payments shall never exceed the value of the total award plus interest as determined in Paragraph 10.0.

(j) Any required repayment, interest and/or penalty, is due to DSBD within sixty (60) days of receipt of written notice from DSBD.

(k) Notwithstanding Paragraphs 10(a) through 10(j) above, the Closing Fund Awardee agrees that the State of Florida may secure a lien against the Awardee's manufacturing equipment for this project. Such lien may be exercised by the State in the event that that the Closing Fund Awardee defaults on the performance conditions and requirements set forth in Paragraphs 5(b) and 5(c)

(l) DSBD, or its designated agent, may conduct on site visits of the Nassau County, Florida facility to verify the Closing Fund Awardee's investment, employment and wage records.

11.0 INDEPENDENT CAPACITY OF THE CLOSING FUND AWARDEE: The parties agree that the Closing Fund Awardee, its officers, agents, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Closing Fund Awardee is not entitled to accrue any benefits of State employment, including retirement benefits and any other rights or privileges connected with employment. The Closing Fund Awardee agrees to take such steps as may be necessary to

ensure that each subcontractor of the Closing Fund Awardee will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State.

The Closing Fund Awardee has no authority to, and shall not pledge the State's credit or make DSBD a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

12.0 LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with the terms and conditions of this Agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement will remain in full force and effect and such term or provision will be deemed stricken.

13.0 PUBLIC ENTITY CRIMES: The Closing Fund Awardee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Closing Fund Awardee been convicted of a Public Entity Crime. The Closing Fund Awardee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

14.0 UNAUTHORIZED ALIENS: DSBD will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

15.0 NON-DISCRIMINATION: The Closing Fund Awardee will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Closing Fund Awardee shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Closing Fund Awardee shall insert a similar provision in all subcontracts for services by this Agreement.

The Closing Fund Awardee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Closing Fund Awardee been placed on the Discriminatory Vendor List. The Closing Fund Awardee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by DSBD, DSBD will not be liable to pay attorney fees, interest, or cost of collection.

17.0 TRAVEL: There shall be no reimbursement of travel expenses exceeding the all-inclusive funds allocated in this Closing Fund Agreement.

18.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

19.0 ACCOUNTING AND AUDITS: The Closing Fund Awardee agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures, and practices that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement, and retain said

copies for a period of five (5) years after termination of the conclusion of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) years, the records shall be retained until completion of the action and resolution of all issues which arise from it.

(b) To make the books, records, documents and other evidence available for inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, or other state personnel authorized by DSBD. Copies of the reporting package required by this agreement shall be submitted by or on behalf of the recipient to DSBD and the State of Florida Auditor General.

(c) To include the aforementioned audit and record keeping requirements and the provisions contained in "Exhibit B" in contracts and sub-contracts entered into by the Closing Fund Awardee with any party for work required in the performance of this Agreement.

20.0 PUBLIC RECORDS: The Closing Fund Awardee must allow public access to all public records made or received by the Closing Fund Awardee in conjunction with the Closing Fund Award payment subject to the provisions of Chapter 119, Florida Statutes, except materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, financial and proprietary information, and agreements or proposals to receive funding that are received, generated, ascertained, or discovered by DSBD, as exempted in Section 288.9520, Florida Statutes, or as exempted under Sections 288.075 and/or 288.9520, Florida Statutes. Refusal of the Closing Fund Awardee to allow access to records as provided in this Agreement shall constitute grounds for unilateral cancellation of this Agreement.

The Closing Fund Awardee must make publicly available, upon request, the following information: the name of the business, the amount of the Closing fund Award payment, the number of actual new full-time equivalent jobs created, and the amount of capital investment completed.

21.0 LOBBYING: Payments obtained under this Agreement may not be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency, pursuant to Section 216.347, Florida Statutes.

22.0 NON-ASSIGNMENT: Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however that DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Closing Fund Awardee. In the event that DSBD approves transfer of the Closing Fund Awardee's obligations, the Closing Fund Awardee remains responsible for all work performed and all expenses incurred in connection with this Agreement.

23.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Closing Fund Awardee and the authorized agent of DSBD.

DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

In Witness whereof, DSBD and the Closing Fund Awardee have caused this agreement to be executed and delivered by their duly authorized representatives.

**STATE OF FLORIDA
DIVISION OF STRATEGIC
BUSINESS DEVELOPMENT**

[Signature] 2-28-12
AUTHORIZED SIGNATURE Date

TITLE: Division Director

WITNESSES: [Signature]

[Signature]

ALM TECHNOLOGIES, INC.

[Signature] 2/25/2012
AUTHORIZED SIGNATURE Date

MICHAEL S. PICCATELLA

TITLE: President

WITNESSES: [Signature] Bridget Leirvik

[Signature] Keri Mick

List of Exhibits:

Exhibit A: Enterprise Florida, Inc.'s Quick Action Closing Fund Request for Consideration and documentation from the Closing Fund Awardee in lieu of an application.

Exhibit B: Special Audit Requirements

Exhibit C: Criteria for Measurement of Achievement of Terms for New Full-time Equivalent Jobs and Average Annual Wage (where applicable)

EXHIBIT A

A

GENERAL PROJECT OVERVIEW

ALM Technologies Inc. DBA Definitive Design
Name of Business

Project Precision
Project Title or Code Name (1-5 word description)

FOR EFI USE ONLY		
<u>8/20/11</u> Date Received	<u>11/11/11</u> Date Revised	<u>11/11/11</u> Date Completed
<u>12-00078</u> EFI Project Number		

Contact Enterprise Florida to discuss your project and application before submitting a formal proposal. The completed and signed application must be filed with:



Enterprise Florida

The Atrium Building, Suite 201 • 325 John Knox Road
Tallahassee, Florida 32303
Phone: 850.298.6620 • Fax: 850.298.6659
<http://www.eflora.com/>

GENERAL PROJECT OVERVIEW

1. BUSINESS INFORMATION

A. **Legal Name of Applicant:** ALM Technologies, Inc. DBA Definitive Design
This should be the entity that will be party to the QTI agreement with the State of Florida. If multiple affiliates are involved in job creation and/or paying taxes, include an attachment listing affiliate name(s), Federal Employer Identification Number(s), Unemployment Compensation Number(s) and relationship to applicant.

B. **Mailing Address:** 1032 Commercial Drive
Street Address

Brunswick
City

GA
State

31525
Zip Code

C. **Name of Parent Company:** ALM Technologies, Inc.

D. **Primary Business Unit Contact:** Michael J. Piscatella

Title: President

Mailing Address: 325 Lombardy Loop

Street Address

St Johns
City

FLA
State

32259
Zip Code

Telephone: 904 742 6246

Fax: 912 554 8890

mpiscatella@definitivedesgin.

Email: com

Website: www.definitivedesign.com

E. **Business Unit's Federal Employer Identification Number:**

(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

45-2622481

F. **Business Unit's Unemployment Compensation Number¹:** Applied -in progress

G. **Business Unit's Florida Sales Tax Registration Number:** GA308120980

H. **Will the business unit or its parent company have Federal Corporate Income Tax liability attributable to this project?**

If yes, will there also be State Corporate Income Tax Liability

Yes No attributable to this project? Yes No

I. **Is the business unit minority owned?**

Yes No If yes, explain:

J. **What is the business unit's tax year (ex: Jan 1 to Dec 31):** Jan 1 to Dec 31

K. **Has this business unit, or any related entities, applied for and/or been approved for State incentives in the past?**

Yes No If yes, explain:

2. PROJECT OVERVIEW

A. **Which of the following best describes this business unit²:**

New business unit to Florida

¹ If multiple unemployment compensation reporting units or multiple worksites are involved, contact Enterprise Florida to discuss this structure or include an attachment listing the additional units and their relationship to the applicant. Business entities not disclosed here may not be party to or count toward the requirements of the contract with the State of Florida.

² Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

GENERAL PROJECT OVERVIEW

Existing Florida business creating and / or retaining jobs³.
 If an expansion, how many jobs are currently in the expanding business unit?

B. How many individuals are employed at all Florida locations? 0

C. Are any jobs being transferred from other Florida locations⁴?

Yes No If yes, how many jobs and from where? _____
 Why are these jobs moving and why is it justified in light of the statutory language governing the applicable incentive program(s)?
 The company wants to relocate. Wherever the company moves, 18 jobs will be created within 12 months with growth to 30 FTEs in 36 months.

D. Give a full description of this project, including a company overview, the primary activities / functions of this business unit and project, and the reasons for contemplating an expansion in / relocation to Florida:

Definitive Design is a precision manufacturer of aerospace assemblies, their related parts and other precision components from several other industries. The company is growing at the same time the industry is entering a very positive cycle. The company's current location has a poor labor pool from which to employ the resources/skill sets required to support its growth. Major aerospace companies prefer to source domestically and from companies that are very close to their point of consumption. Jacksonville, Atlanta, Savannah and the Charleston, SC areas are all better options in this regard (and from a labor perspective). Finally, the company's current location is land-locked. There is no room for growth.

E. In what Targeted Industry(ies) does the proposed project operate⁵: Aerospace

F. Break down the project's primary function(s) and the corresponding wages:

Business Unit Activities	5 Digit NAICS Code(s)	Project Function (total = 100%)	Annualized Wage (\$)
Precision Machining	332710	100%	\$44,600
		%	\$
		%	\$

G. What is the project's proposed location address:

850816 US 17

Street Address

Yulee

FLA

32097

City

State

Zip Code

What is the project's current location address (if different):

1032 Commercial Drive

Street Address

Brunswick

GA

31525

City

State

Zip Code

H. Is the project location within a current or proposed Brownfield site / area?

Yes No If yes, attach a copy of the official document designating the Brownfield area.

Is the project location in an Enterprise Zone?

³ A QTI Tax Refund award cannot be granted for existing Florida jobs.

⁴ Incentives may not be used in connection with a project that involves the relocation of jobs from one Florida community to another except in certain circumstances as described in statute.

⁵ Refer to the QTI Target Industry list.

332710
Machine Shops

GENERAL PROJECT OVERVIEW

- Yes No If yes, which zone? _____
- Is the project location in a designated Rural area?
 Yes No If yes, which Rural area? Nassau County
- Is the project location in an Urban area⁶?
 Yes No If yes, describe? _____
- I. Which of the following describes the applicant's operations (select all that apply):
 Multi-state business enterprise
 Multinational business enterprise
 Florida business enterprise (eligible for Brownfield Redevelopment Bonus Incentive only)
- J. Which of the following describes this business unit (select all that apply):
 Regional headquarters office
 National headquarters office
 International headquarters office
 This is not a dedicated headquarters office
- K. What is the estimated percentage of gross receipts or final sales resulting from this project that will be made outside of Florida (if sales is not a reasonable measure, use another basis for measure and provide explanation below):
 80% Explain, if necessary: _____

3. JOB AND WAGE OVERVIEW

- A. How many Florida jobs⁷ are expected to be created as part of this project? 48 (initially) ^{30 total}
- B. If an existing business unit, how many Florida jobs are expected to be retained as part of this project? (jobs in jeopardy of leaving Florida should only be included here; these jobs are not eligible for QTI) NA
- C. What is the anticipated annualized average wage (excluding benefits) of the new to Florida jobs created as part of this project? (Cash payments to the employees such as performance bonuses and overtime should be included. The wage reported here is only an estimate of the average wage to be paid and will not be used in the certification, agreement, and claim evaluation process.) \$40,300
- D. What is the annualized average value of benefits associated with each new job created as part of this project? \$3,000
- E. What benefits are included in this value? (health insurance, 401(k) contributions, vacation and sick leave, etc.)
Health Insurance, Vacation and Sick Leave

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):
The company expects to invest \$1.08M in the next 36 months with \$690K invested in facilities in the first year. Definitive Design would modify the proposed facility to

⁶ An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit eligible area, Urban Enterprise Zone, Federal Empowerment Zone, an Urban revitalization area, etc.

⁷ A "full time equivalent job" means at least 35 hours of paid work per week.

GENERAL PROJECT OVERVIEW

accommodate 2,000 sq ft of office space and 12,000 sq ft of manufacturing space. Approximately \$150,000 is required to accomplish the modifications to make the facility suitable for our needs.

B. Will this facility be:

- Leased space with renovations or build out
- Land purchase and construction of a new building
- Purchase of existing building(s) with renovations
- Addition to existing building(s) (already owned)
- Other (please describe in 4A above)

C. List the anticipated amount and type of major capital investment to be made by the applicant in connection with this project:

Calendar Year :	2011	2012	2013	2014	2015	Total
Land or Building Purchase	\$600,000	\$	\$	\$	\$	\$600,000
Construction / Renovations	\$80,000	\$	\$20,000	\$	\$	\$100,000
Manufacturing Equipment	\$	\$150,000	\$200,000	\$200,000	\$200,000	\$750,000
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$10,000	\$30,000 \$20,000	\$20,000	\$10,000	\$10,000	\$70,000
Total Capital Investment	\$690,000	\$170,000	\$240,000	\$210,000	\$210,000	\$1,538,000

D. What is the estimated cost of machinery and equipment or other resources for this project expected to be purchased outside of Florida?

\$210,000 MPEW
\$0 --2011
\$1,500,000

E. Describe the type(s) of machinery and / or other resources to be purchased outside of Florida.

F. What is the estimated square footage of the new or expanded facility?

14,000

G. When is the final location decision anticipated (date)?

September 15, 2011

H. What is the anticipated date construction will begin?

September 30, 2011

I. What is the anticipated date operations will commence?

November 1, 2011

5. COMPETITIVE LANDSCAPE

A. What role will the incentive(s) play in the business unit's decision to locate, expand, or remain in Florida?

A critical role. Without the incentives to cover the cost of relocation, the possibility of making this move is severely limited, if not eliminated –particularly to this site. For a small company, even one with high growth potential like ours, relocation costs are simply prohibitive from a cash flow perspective.

B. How will the incentive dollars be used by the business?

To offset the costs associated with the move. The opportunity to recover our capital at the end of year 1 will enable us to reinvest to support the forecasted growth.

C. What other cities, states, or countries are being considered for this project?

Other sites under consideration include the Atlanta metro area where we have several existing aerospace customers; Savannah, where Gulfstream is located; Charleston, SC where Boeing is located.

GENERAL PROJECT OVERVIEW

D. What advantages or incentives offered by these locations do you consider important in your decision?

A move to the Atlanta area would be welcomed by several of our existing customers. Because GA would prefer that we not move, various tax and rent subsidies have been discussed and they are meaningful. Charleston, SC and Nassau County, Florida have very similar packages. Based on location, the incentives-per-employee that we have discussed with each respective economic development organization are very similar (location dependent, performance based). Jacksonville has several aerospace companies with whom we have ongoing business interests. Charleston has Boeing –to whom we currently supply products indirectly.

E. What advantages or disadvantages offered by the proposed Florida location do you consider important in your decision?

Given the close proximity to our current location, the proposed incentives would actually cover the relocation costs. Our discussions with several Jacksonville based aerospace companies have revealed a genuine interest on their part in seeing us move closer to the proposed site. The disadvantages are largely centered on the relative lack of suitable manufacturing facilities we can lease.

F. Indicate any additional internal or external competitive issues impacting this project's location decision?

Finding a suitable location in GA and FLA is proving more difficult than we had anticipated. This has genuinely been a surprise to us, given the state of the current commercial real estate market. There seem to be more locations set-up for manufacturing in SC, but timing/availability is of concern. Regardless of where we relocate, our business cycles dictate that we move on the schedule proposed herein to minimize disruption to our operations.

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

A. Provide a brief synopsis of the special impacts the project is expected to stimulate in the community, the state, and the regional economy. Include the impact on indicators such as unemployment rate, poverty rate, and per capita income. There are few if any manufacturing jobs in Yulee. Yet, the cost of living is low, so the skilled labor pay rate we support would be very positive for that area. We anticipate that a significant number of the work force would move their families to Nassau County and/or to Yulee, if we make the move there. We genuinely believe the presence of this business in the Yulee area would be felt across several beneficial economic dimensions.

B. Provide a summary of past activities in Florida and in other states. For example, what kind of corporate citizen has the applicant been? Also list awards or commendations. Definitive Design is a hyper clean, precision manufacturing facility that is an approved supplier to several leading aerospace companies. It is known in the aerospace industry as a high quality producer (AS 9100 compliant). Its systems and processes are all auditable in conformance with the best practices of the aerospace industry. Definitive Design produces no hazardous waste. It recycles all metal by-products. We are a very clean operation by design and necessity.

GENERAL PROJECT OVERVIEW

- C. List and explain any criminal or civil fines or penalties, recent or ongoing investigations and lawsuits, federal, state and/or local tax liens, and environmental issues that have been imposed upon the company, its executives, or its affiliates and any recent bankruptcy proceedings of the applicant or its parent company. Failure to disclose relevant information may mean automatic disqualification. If there are no issues to be identified, answer "None". Do not leave this question blank.

None.

- D. Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.

US-based manufacturing companies have been closing their doors at an unprecedented pace. We have survived and continue to grow. We are a high quality American manufacturer in an industry that is on the upswing. The success of businesses like ours is critical to the US economy. Given the consolidation and closed doors suffered by the industry over the last decade, we know we are well positioned to grow and make a meaningful impact in the community where we relocate.

7. CONFIDENTIALITY

- A. You may request that your project information (including information contained in this application) be confidential per F.S. 288.075, Confidentiality of Records for a 12 month period, with an additional 12 month extension available upon request for projects still under consideration.

If you wish to request confidentiality for information contained within the General Project Overview to be held confidential pursuant to section 288.075, Florida Statutes, please submit to Enterprise Florida, Inc. a request on company letterhead and signed by an authorized company officer including the following statement:

"On behalf of (Legal Name of Applicant), please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statutes for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first."

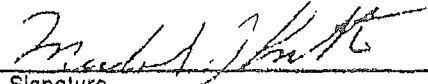
*** Be sure to attach the proper Incentive attachment sheet(s) ***

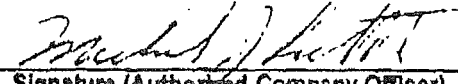
GENERAL PROJECT OVERVIEW

8. SIGNATURES

Application Completed By:

To the best of my knowledge, the information included in this application is accurate.


Signature


Signature (Authorized Company Officer)
REQUIRED

8/12/2011
Date

8/12/2011
Date

Michael J. Piscatella
Name

Name

CEO/Owner *PRESIDENT*
Title

Title

ALM Technologies, Inc. DBA Definitive Design.
Company

Company

1032 Commercial Drive
Address, if different than mailing address

Address, if different than mailing address

912 554 8875
Phone Number

Phone Number

912 554 8890
Fax Number

Fax Number

mpiscatella@definitivedesign.com
Email Address

Email Address

Name of contact person, if different than above

Name of contact person, if different than above

Phone Number

Phone Number

Address

Address

Email Address

Email Address

Quick Action Closing Fund Attachment to the General Project Overview

**ALM Technologies Inc. dba
Definitive Design**
Name of Business

FOR EFI USE ONLY		
11/4/11 Date Received	Date Revised	11/7/11 Date Completed

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved **prior** to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

* * *Be sure to attach the General Project Overview* * *

1. PROJECT OVERVIEW

- A. Site location decision date: Nov. 30, 2011
- B. What is the total number of net new full-time equivalent Florida jobs to be created and/or retained by the project at the business unit? Jobs Created: 50 → 30
Jobs Retained: N/A
- C. Provide the job creation schedule to which you commit: (Please limit job creation to no less than ten jobs in the first year and the phases to a maximum of three consecutive years unless extraordinary circumstances warrant consideration of additional phases).

Phase	Number of net new full-time equivalent Florida jobs		Date by which jobs will be implemented
	Created	Retained	
I	15		12/31/12
II	8		12/31/13
III	7		12/31/14
Total	30		

- D. For the purposes of certification, agreement, and claim review, indicate the average wage to which you commit: \$41,267/year
\$19.84 per email 11/14/11

2. PROJECT NEEDS AND IMPACTS

- A. Provide a quantitative measure of Florida's competitive disadvantage and identify the major source(s) of that disadvantage:
 Suitable building space \$650K; building improvements \$150K versus current location in GA
- B. Indicate the type and amount of financial or other support to be provided by the local community for this project:
 Nassau County Board of Commissioners has indicated a 20% match to state incentives.
- C. Specify the project needs that will be satisfied by the requested funds:
 Primary cost will be electrical power upgrades to convert retail to light manufacturing site. Additional costs in lavatories and offices to support the workforce.

Quick Action Closing Fund Attachment to the General Project Overview

D. Identify special impacts the facility is expected to stimulate in a particular business sector, the state or regional economy, and in state universities and community colleges:

Precision engineering and machining jobs will provide opportunities for tech programs, internships and engineering students in the local area.

3. SIGNATURES



Nov. 3, 2011

Signature of Individual Completing this Attachment
(If different from General Project Overview)

Date

Address (if different)

Phone Number (if different)



Nov. 3, 2011

Signature (Authorized Company Officer) REQUIRED

Date

Michael J. Piscatella, President

Name and Title of Authorized Officer

4. KEY QUICK ACTION CLOSING FUND PROGRAM INFORMATION

- The Quick Action Closing Fund is a grant paid to a business upon achievement of pre-defined "payment criteria". Enterprise Florida will work with the company and OTTED to determine appropriate payment criteria for this project.
- Enterprise Florida will also work with the company and OTTED to determine "performance criteria", which are criteria that must be met in order for the company to retain the funds. If the performance criteria are not met, penalty sanctions may be imposed that include repayment of a portion or the entire Closing Fund award, with interest.
- Projects eligible for receipt of funds from the Quick Action Closing Fund shall:
 - A. Be in an industry as referenced in s. 288.106 (Qualified Target Industry).
 - B. Have a positive payback ratio of at least 5 to 1.
 - C. Be an inducement to the project's location or expansion in the state.
 - D. Pay an average annual wage of at least 125 percent of the areawide or statewide private sector average wage.
 - E. Be supported by the local community in which the project is to be located.
- Quick Action Closing Fund: Section 288.1088, Florida Statutes

CONFIDENTIAL Name: Project Precision
Company: ALM Technologies, Inc. dba Definitive Designs

Headline: Machine Shop Manufacturing.
Options: Nassau County, Atlanta or Savannah, GA, or Charleston, SC

Jobs Created: 30
Jobs Retained:
Total Jobs: 30

Capital Investment: \$ 1,530,000
Average Wage: \$41,267 (132% of 2009 Nassau County average wage)
Closing Fund Request: \$100,000

ROLE OF THE INCENTIVE

Florida is competing for ALM Technologies, Inc.'s relocation of its manufacturing facility with Georgia and South Carolina. ALM Technologies indicates these other locations are offering significant incentives which would help it to reduce its operating expenditures. These other locations also offer very competitive transportation alternatives. Jacksonville has an excellent labor force and transportation, but for the company to relocate to Florida, it must off-set the up-front cash requirements of relocating and renovating a new facility. The Closing Fund plays a key role in making Jacksonville competitive with the other locations.

PROPOSED INCENTIVES

Local Incentives

Nassau County
County Cash Grant \$20,000
Total Local Incentives \$20,000

State Incentives
Closing Fund \$100,000
Total State Incentives \$100,000

Total Incentives: \$120,000

PAYBACK RATIO

The 10 year payback ratio on the State's investment in Closing Fund and QTI is 6.83 to 1, and meets the ratio required in s.288.1088, F.S.




(Division Director Signature) 11/21/11
(Date)

GOVERNOR'S DECISION:

Concur and approve this Quick Action Closing application at: \$100,000. I have approved this project after consulting with the President of the Senate and Speaker of the House.

Do not concur and find: _____



(Governor's Signature) 11-27-11
(Date)

Budget Amendment Request
Fiscal Year 2011-12
Current Status: Approved -
EOG Log Number: B0282
Department of Economic Opportunity

Agency Log Number 40/12-15

Request Type(s)

GO - Establish General Revenue budget from unbudgeted reserve - Quick Action Closing (QAC) under \$2,000,000 - Stat. Auth.288.1088(3)(c), F.S.

Request Summary

Request release from the Quick Action Closing Fund pursuant to Section 288.1088, F.S.

LBC Approval is not required

Consultation/Review Period

Dates:

Signature

Kristin Pingree
 Department of Economic Opportunity

11/28/2011 4:25:30 PM

Agency Fund Summary

Fund Title	Net Total for this Request		
	Appropriation	Reserve	Release
General Revenue Fund	\$0	(\$100,000)	\$100,000

Agency Budget Detail

Req Type	Line Item #	Budget Entity	Appropriation Category	Acct Code Yr	Fund	Cert Fwd	Appropriation	Reserve	Release
Economic Opportunity									
Pgm: Strategic Bus Dev									
GO		40400100 Strategic Business Dev	100259 Quick Action Closing Fund	0000	1000 General Revenue Fund		\$0	(\$100,000)	\$100,000
Total							\$0	(\$100,000)	\$100,000

Agency Problem Statement

On October 1, 2011, the Department of Economic Opportunity (DEO) was established as a new state agency in accordance with the requirements of Chapter 2011-142, Laws of Florida (SB 2156). DEO includes programs and services previously housed in the former Agency for Workforce Innovation (AWI), the Department of Community Affairs (DCA), and the Office of Tourism, Trade, and Economic Development (OTTED). Within DEO, the Division of Strategic Business Development (SBD) is responsible for administering most of the programs previously administered by OTTED, including the Quick Action Closing Fund.

The Quick Action Closing Fund was created to help attract, retain, and provide favorable conditions for the growth of high-impact businesses that can provide widespread economic benefits to the state. In today's global economy, there is significant competition for these types of businesses and the state continues to encounter competitive disadvantages. The Quick Action Closing Fund is a mechanism that allows Florida to offer timely incentives to recruit and grow businesses.

In Fiscal Year 2011-12, the Legislature appropriated \$42,000,000 in the Quick Action Closing Fund to respond to extraordinary economic opportunities and to compete effectively for high impact businesses. To date, \$4.77 million worth of incentives have been approved for eight Quick Action Closing Fund projects. At this time, the Department of Economic Opportunity requests the release of funds to enter into a contract with a prospective business, referred to as "Precision" for confidentiality purposes. Based on preliminary negotiations, contract payments are estimated to be \$100,000.

Agency Request

The Department of Economic Opportunity requests the release of \$100,000 from unbudgeted reserve in the General Revenue Fund to execute a Quick Action Closing Fund contract, referred to as "Precision".

Fiscal Impact

Requests the release of General Revenue funds from unbudgeted reserve, in accordance with Section 288.1088, Florida Statutes.

Other Considerations

N/A

Uploaded Documents

Ledger12-b0282.txt

Description

appropriation ledger

Uploaded By

CJR

Approval Date

Uploaded On

11/29/2011 9:32:10AM

Criteria for Approval

The agency certifies that this request complies with all Criteria for Approval.

OPB Budget Detail

Req Type	Line Item #	Budget Entity	Appropriation Category	Acct Code Yr	Fund	Cert Fwd	Appropriation	Reserve	Release
Economic Opportunity									
Pgm: Strategic Bus Dev									
GO		40400100 Strategic Business Dev	100259 Quick Action Closing Fund	0000	1000 General Revenue Fund		\$0	(\$100,000)	\$100,000
Total							\$0	(\$100,000)	\$100,000

ALM Technologies Inc.

Definitive Design
1032 Commercial Drive
Brunswick, GA 31525
(912) 554-8875

Nassau County Economic Development Board
76346 William Burgess Boulevard
Yulee, FL 32097

August 12, 2011

Attention: Steve Rieck, Executive Director

Dear Rieck,

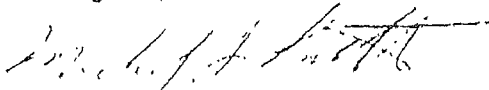
I am please to advise you that Yulee, FL has made the short list of locations under consideration for relocation of Definitive Design. Enclosed please find the General Project Overview for the ALM Technologies Inc. (ALM) initiative to relocate to Yulee. ALM dba Definitive Design is an aerospace and precision machining operation currently located in Brunswick GA.

The property under consideration will require considerable modifications but when complete should allow ALM to grow from the current employment level of 15 people to approximately 50 skilled machinists and support personnel. While this growth may seem inconsistent with the general economic conditions we read about daily, the forecasts for the aerospace industry is in the early stages of a strong upswing. Boeing plans to deliver the 1st B787 in September 2011. That is just one of programs we see as a driver to our growth.

On behalf of ALM Technologies Inc. please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statues for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

Thank you for your assistance in Project Precision.

Best regards,



Michael J. Piscatella
President



STATE OF FLORIDA
Department of Financial Services – Chief Financial Officer
 Bureau of Accounting, 200 East Gaines Street, Tallahassee, FL 32399-0354
 Telephone (850) 413-5519 Fax (850) 413-5550

Substitute Form W-9

In order to comply with IRS regulations, we are requesting Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida. For questions regarding this form, please use the address or telephone number provided above. In order to comply with the IRS rules, please provide us with your social security (SSN) or federal employer identification number (FEIN). This is not a request for state sales tax exemption.

In the event this information is not provided, or should the IRS notify us that the provided information is incorrect, all payments made to you may become subject to a 28% Backup Withholding Tax Rate. Please print clearly or type.

PART 1 – Please provide the correct Tax Identification Number (TIN), be it FEIN ~~or~~ SSN, and the applicable name and address as shown on your income tax return.

The TIN is (check one) FEIN _____ SSN _____

Federal Employer Identification Number (FEIN) 45-2622481 - or -
 Example 99 -- 9999999

Social Security Number (SSN) _____
 Example 999 -- 99 -- 9999

NAME (as shown on your income tax return) Michael J. Piscatella

Business name if sole proprietor: ALM Technologies, Inc. DBA Definitive Design

ADDRESS 1032 Commercial Drive

CITY, STATE, ZIP Brunswick, GA 31525

PART 2 - Below, circle one number that accurately describes the business or the individual:

- 1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION
 (A corporation formed under the laws of any state within the United States.)
- 2 - NOT FOR PROFIT CORPORATION (Section 501(c) (3) Internal Revenue Code)
- 3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC
- 4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC
 (Circle #4 if you are an individual that benefited from a student loan forgiveness payment)
- 5 - NONCORPORATE RENTAL AGENT
- 6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
- 7 - FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
 Is income effectively connected with business in the United States? _____ YES _____ NO
- 8 - NONRESIDENT ALIEN (An individual temporarily in the U. S. who is not a U.S. citizen or resident.)

Under the penalties of perjury, I certify that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete.

Michael J. Piscatella
 Signature

August 12, 2011
 Date

912 554 8875
 Telephone Number

President
 Title

mpiscatella@definitivedesign.com
 email (optional)

EXHIBIT B

EXHIBIT B

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Division of Strategic Business Development (DSBD) to ALM Technologies, Inc. may be subject to audits and/or monitoring by DSBD, as described in this section.

MONITORING

By entering into this agreement, ALM Technologies, Inc. agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DSBD. In the event DSBD determines that a limited scope audit of the recipient is appropriate, ALM Technologies, Inc. agrees to comply with any additional instructions provided by DSBD to ALM Technologies, Inc. regarding such audit. ALM Technologies, Inc. further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. ALM Technologies, Inc. shall permit access to its records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that ALM Technologies, Inc. expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of ALM Technologies, Inc., must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Department of Economic Opportunity and the Chief Financial Officer, and Chapter 69I-5, Rules of the Department of Financial Services. In determining the State financial assistance expended in its fiscal year, ALM Technologies, Inc. shall consider all sources of State awards, including State funds received from DSBD, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements, ALM Technologies, Inc. shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(8)(g), Florida Statutes, and Chapter 69I-5, Rules of the Department of Financial Services.
3. If ALM Technologies, Inc. expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that ALM Technologies, Inc. expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from ALM Technologies, Inc. funds obtained from other-than-State entities).

Exhibit B
Special Audit Requirements
Page Two

4. ALM Technologies, Inc. must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by ALM Technologies, Inc. for work required under terms of this Agreement. In the executed subcontract, ALM Technologies, Inc. shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, ALM Technologies, Inc. shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. ALM Technologies, Inc. shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), ALM Technologies, Inc. should access the website for the Florida Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen>.
6. The CSFA number for this project is: 40.008.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and ALM Technologies, Inc.'s response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

Exhibit B
Special Audit Requirements
Page Three

The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Alberta Simmons
Sharpton, Brunson and Company, P.A.
215 South Monroe Street, Suite 750
Tallahassee, Florida 32301

And

State of Florida Auditor General
Attn: Marilyn Rosetti
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

RECORD RETENTION

ALM Technologies, Inc. shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.

**EXHIBIT B
ATTACHMENT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
12-00078	QACF	2011-2012	40.008	Quick Action Closing Fund	\$100,000.00	100259
Total Award					\$100,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT C

EXHIBIT C

ALM Technologies, Inc.

Criteria for Measurement of Achievement of Terms for
New Full-time Equivalent Jobs, Average Annual Wage
(where applicable)

Annual certification, as authorized in Section 7.0(e) of this Agreement, must be made in a **letter format clearly certifying the applicable requirements set in 5.0(c)**, which shall include the following information and documentation. (For Closing Fund Awardees certified as a QTI Business, submittal of the required QTI Claim Application and relevant documentation is required.) Section I of this Exhibit explains how the Annual Certification Period, used in the calculation of full-time equivalent jobs, average annual wages and the Base Period for those jobs, is determined. Sections II, III, and IV explain the method that will to be used to determine the number of **full-time equivalent jobs** working on the project and the **average annual wage** of those project jobs, and the **documentation required** for jobs and wages.

Although it is not necessary to submit copies of all documentation to support information included in Annual Certifications (information such as project jobs and related wages/salaries), the Closing Fund Awardee must maintain all related forms and supporting documentation and make these materials available to DSBD as required in Sections 7.0(f) and 19.0 of this Agreement.

Section I. REFUND AND BASE PERIODS

- A. Annual Certification Period -- The Annual Certification Period, for purposes of this Agreement, is the period from the month the previous certification was submitted until the effective date of the current certification. For the first certification, the Annual Certification Period is defined as the period from October 1 to December 31 of the year the first new jobs are scheduled to be measured as specified in Paragraph 5.0(b) of this Agreement.

For subsequent years the Annual Certification Period is January 1 to December 31 of the current certification year. (See Sections II and III for more detailed discussion of the method that will be use to evaluate jobs and wages for these periods.)

- B. Base Period -- The Base Period will be used to calculate the net new jobs. The Base Period will be the 12 months preceding the effective date of the Letter of Certification, or, if applicable, the Preservation of Inducement, unless otherwise specified within this agreement.

Section II. PROJECT JOBS DETERMINATION

The following definitions and procedures must be used in determining and reporting the number of full-time equivalent jobs dedicated to the project. The full-time equivalent jobs must work at the project location within the local government area indicated in Paragraph 5.0(a).

A. Job Definitions:

1. Full-time equivalent jobs -- A "full-time equivalent job" for purposes of this Agreement means at least 35 hours of paid work a week. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. The total number of full-time equivalent jobs may include **both direct and support** jobs for this project.
2. Direct jobs -- For purposes of this Agreement, "direct jobs" may include operational or production and related workers assigned directly to the Closing Fund project.
3. Support jobs -- For purposes of this Agreement, "support jobs" include non-production, support or overhead workers, such as legal, administrative and clerical, working at the Closing Fund-approved business unit. The concept for support jobs is generally only relevant for businesses working on defense or other government contracts or sub-contracts.
4. New Full-time Equivalent Job -- Full-time equivalent jobs may be counted as new full-time equivalent jobs only if they result in a net increase in full-time equivalent jobs at the Closing Fund business over the average full-time equivalent jobs for the base period, unless otherwise specified in this Agreement. In no case may jobs or job functions be counted as new, full-time equivalent project jobs if they are moved from a related business in Florida (including a business related by virtue of a merger, purchase, or any form of acquisition) to the Closing Fund Awardee, from another Florida location of the Closing Fund Awardee to the project location, or from any other Florida business unit. In addition, no temporary construction jobs involved with the construction of facilities for the project nor any jobs which have been previously included in any approved application for annual certification or claims under Sections 288.104, 288.1045, 288.106 or 288.1088, Florida Statutes, may be included in full-time equivalent project jobs.
5. Full-time equivalent direct project jobs -- Full-time equivalent **direct** jobs for the project may be counted as (a) all direct employees working full time (at least 35 hours a week) on the project, such as production or related work, assigned to and working exclusively on the project described in this Agreement or (b) the total of the hours of direct production or related work assigned to the project divided by 35.

Exhibit C

ALM Technologies, Inc.

Quick Action Closing Fund

Page 3

6. Full-time equivalent support project jobs -- Full-time equivalent support jobs may be counted for the project if they are (a) exclusively assigned to and working at least 35 hours a week on the project described in this Agreement or (b) they may be estimated by multiplying the **total number of all full-time "support jobs"** at the business by the ratio of the number of "**full-time direct**" project jobs to the total of all "**full-time direct**" jobs at the business.

B. Full-Time Equivalent Jobs Calculation:

The following method, or a method approved by DSBD which will yield comparable results, should be used to determine full-time-equivalent employment for each period.

1. Total full-time equivalent project jobs for the Base Period and Annual Certification Period – For each week in the period, the number of full-time equivalent project support jobs (as defined above) may be added to the number of full-time equivalent direct project jobs (as defined above) to obtain total **full-time equivalent project employment for each pay period**.
2. Average full-time equivalent project jobs for the Base Period and Annual Certification Period – Add the project full-time equivalent employment for all pay periods and divide by the number of pay periods to determine the average full-time equivalent project employment for the period. This is the full-time equivalent project jobs that should be reported as annual certification.
3. Net New Job Calculation – To qualify for the annual certification, the difference between Annual Certification Period and the Base Period, the net increase in jobs, must be at least as great as the number of full-time equivalent net new jobs specified in Section 5.0(c)(1) of this Agreement for the Annual Certification Period.

If the job creation schedule in the Agreement specifies an increase in net new jobs as a result of a new employment phase since the previous Annual Certification Period, the actual average employment for the new Annual Certification Period will be **evaluated against** an adjusted employment requirement. This **adjusted employment requirement** is obtained by averaging the required full time equivalent employment specified for the previous employment phase for the first nine months of the year and the new employment phase for last three months of the year. That is, the Closing Fund Awardee will be expected to maintain the employment established for the first phase of the project throughout the year, but will only be evaluated against the additional jobs for the new phase for the final 3 months of the year. Averages are used rather than a strict month-to-month comparison because it is understood that there are month-to-month fluctuations in employment due to turnover and other reasons beyond the control of the business.

Exhibit C
ALM Technologies, Inc.
Quick Action Closing Fund
Page 4

Example: If the Closing Fund project involved the expansion of an existing Florida business with a base full time equivalent employment of 200 and the business had agreed to create 50 net new jobs by December 31 of the first year and an additional 65 net new jobs by December 31 of second year, the annual certification would be evaluated as follows:

1. The evaluation for the first year would compare average employment for period October 1 through December 31 of year 1 against a required number of jobs of 250 (the 200 base jobs, plus the 50 net new jobs scheduled in the agreement).
2. The second year evaluation would compare the average of actual employment for the period October 1 through December 31 against the 315 cumulative jobs scheduled for that phase. In addition, to be sure that the jobs for the previous phase were maintained throughout the year, the average of actual full time equivalent jobs for the period January 1 through December 31 of the second year would be compared to an adjusted job requirement obtained by averaging the scheduled employment for the previous employment phase for nine months and the new employment phase for three months. In this example the adjusted job requirement for the second year would be an average of 250 for nine months and 315 for three months or $((9*250+3*315)/12) = 266$.

Once the final phase of a project is reached, the evolution of the remaining certification will be based on a simple comparison of the actual full time equivalent employment against the maintenance of the cumulative full time equivalent employment specified for the final phase.

Worksheets, hard copy and electronic format (MS Excel format preferred), showing these calculations should be submitted with the certification. All hard copies of worksheets should be signed.

Section III. AVERAGE ANNUAL WAGE DETERMINATION

- A. Definition – In calculating the project's average annual wage for the Annual Certification Period (the average wage is not required for the Base Period), the following payments may be included for all project jobs as determined in Section II of this Exhibit:

Wages
Salaries
Commissions
Bonuses
Drawing Accounts (advances to employees against future earnings)
Prizes and Awards (if given by employer for employment)
Vacation Pay
Payment to Employees of Difference Between Regular Pay and Jury Pay
Payments to Employees Temporarily Absent While in Military Service
Wages Earned Before Death but Paid After Death
Dismissal Pay
Sick Pay (not made under a plan or system)
Supplemental Payments (difference between workers' compensation and employee's salary).

Other benefits may only be included in the wage calculation **IF**, as a business policy, the employee has the option of accepting the value of the benefits in the form of cash payments, or can convert the benefit to cash within 12 months of receipt of the benefit.

- B. Calculation of the Average Annual Wage per Full-Time Equivalent Job:

The average annual wage for the Annual Certification Period must be determined in a manner consistent with the following procedure:

1. Total project wages for certification period -- Actual wages, salaries and other payments (as listed in Paragraph A above) for **all full-time equivalent direct project jobs** (as defined in Section II-A. of this Exhibit) for each pay period during the certification period are **added to an estimate of support project wages** (as determined in Paragraph 2 of this section).
2. Support project wages for certification period -- The total of wages, salaries and other payments (as listed in Paragraph A) for all **support** jobs at the business (as defined in Section II-A.) times the **ratio** of the number of "full-time direct" project jobs to the total of all "full-time direct" jobs at the business, calculated in Section II-A.3. of this Exhibit.

Exhibit C
ALM Technologies, Inc.
Quick Action Closing Fund
Page 6

- a. If the Closing Fund Awardee defined in this agreement meets the conditions outlined in Section IV-A. below, the Closing Fund Awardee may simply sum the quarterly payroll figures reported for unemployment compensation purposes and divide by the average number of employees (presumed to be full time equivalent employees if the conditions specified in Section IV-A. exist). If the number of quarters is less than four, this number should be multiplied by the inverse of the ratio of the number of quarters in the Annual Certification Period to four. If any of the quarters in the period has fewer than three months of employment, that quarter's payroll data should first be adjusted by multiplying the reported payroll for that period by the inverse of the ratio of the number of months for which employment data is reported to three.
3. Annualized project wages – Since the first Annual Certification Period is less than 12 months and some employees may work for less than 12 months during any Annual Certification Period, it is sometimes necessary to annualize the average wage for the Closing Fund Awardee or the wages of individual employees used to calculate the average annual wage. One of the following methods should be used for that purpose:
 - a. If the Closing Fund Awardee does not meet the conditions outlined in Section IV-A, the Closing Fund Awardee must submit the information indicated in Section IV-B and calculate the average wage by annualizing the actual wages paid to all Closing Fund Awardee employees during the Annual Certification Period and summing those figures to obtain a “total annualize payroll” for the period and dividing by the total number of employees included in the calculation of the “total annualized payroll” for that Annual Certification Period. (Note: The total number of employees used in the annualized payroll calculation may be substantially larger than the average employment for the Annual Certification Period.

Worksheets, hard copy and electronic format (MS Excel format preferred), showing these calculations should be submitted with the claim. All hard copies of worksheets should be signed.

Section IV. EMPLOYMENT AND WAGE DOCUMENTATION

Documentation to support both **base period jobs** and **refund period jobs** should include the following information:

- A. If the Closing Fund Awardee is registered as a separate business unit or worksite, for unemployment compensation purposes, and the employment information reported reflects the number of full-time-equivalent employees at the business unit or worksite, the Closing Fund Awardee may simply submit a copy of the forms that have been submitted for unemployment compensation purposes (the forms are due to the unemployment compensation agency on the fifteenth of the month following the end of each quarter) with the applicable certification documents. The reports submitted should cover the Base Period defined in Section 5.0(1)(a) of this agreement, and the twelve months preceding the December 31 certification date.

- B. If the Closing Fund Awardee is not registered as a separate business or reporting unit, or if there is substantial part-time employment or employee turnover during pay periods, then in addition to the information listed in Section IV-A above for the Closing Fund Awardee, or the business unit of which the Closing Fund Awardee is a part, the Closing Fund Awardee must submit a list of all employees at the business unit or reporting unit, identifying those employees working at the Closing Fund business during the Base Period **and** for the twelve months preceding the December 31 annual certification date.

If an employee was not employed for a full 12 month period, the list should include the date employment began and/or ended. The list should also identify the employee's position, title, or job description. If the employee is paid by the hour, the list should include the number of hours the employee actually worked during each pay period during the Base Period and during the 12 months preceding the December 31 annual certification date.

This information should be supplied in both the signed hard copy and electronic format. (See also wage and salary information referenced in Section III-B3, that needs to be included in this list.) In addition, the Closing Fund Awardee should clearly explain, as a part of the Closing Fund submission, how the information they are submitting may be different from the information submitted for unemployment compensation purposes. For example, it might be the case that the business has a number of part time workers and therefore the unemployment compensation information overstates the number of full-time equivalent employees and understates the average wage. Or, it may be the case that the Closing Fund business is a part of a larger or statewide reporting unit and the Closing Fund Awardee cannot be identified within the information submitted for unemployment compensation purposes. A situation such as this should be clearly explained in the documentation.

Section V. INVESTMENT

Investment must be documented on a spreadsheet that lists the items, vendors, payment dates, amount of payments, and check numbers or unique identification of other means of payment and is accompanied with copies of canceled checks (or documentation of other forms of payment) for each item. Please submit a signed hard copy as well as an electronic version of the spreadsheet (MS Excel format preferred).

Page re-printed due to
signing extension requested &
approved preserving eligibility
for award. WKA

4.0 CLOSING FUND AWARDEE DESCRIPTION:

(a) The Closing Fund Awardee is, or will be, an operating unit of ALM Technologies, Inc. It is identified for Florida unemployment compensation purposes under the unit name of ALM Technologies, Inc. and account number to be applied for

(b) The Closing Fund Awardee understands and agrees that the requirements in Paragraphs 7.0, 9.0, 10.0 and 19.0 of this Agreement pertain **only** to the project described in Paragraph 5.0(a) of this Agreement for the business unit described in Paragraph 4.0(a) of this Agreement.

5.0 PROJECT DESCRIPTION AND AWARD CONDITIONS:

(a) This project includes the location of the Closing Fund Awardee's aviation/aerospace manufacturing operation in Nassau County, Florida, as described in "Exhibit A."

(b) The "Award Conditions" for the payment of \$100,000 shall be met when the following have occurred:

- (1) Execution of a Closing Fund Agreement with DSBD on or before Feb. 29 ~~January 31, 2012~~;
- (2) Public announcement, in conjunction with the Executive Office of the Governor of the State of Florida, of the project's location in Nassau County, Florida; and
- (3) Documentation of the purchase, no earlier than November 27, 2011, of property in Nassau County, including land and building, for this project. This purchase must have a minimum purchase price of \$600,000.

Supporting documentation shall be submitted to DSBD for verification of the aforementioned conditions. Verification must be complete to DSBD's satisfaction prior to the