JOB CREATION INCENTIVE AGREEMENT
BETWEEN THE COUNTY OF SACRAMENTO
AND MACY’S CORPORATE SERVICES INC.

THIS AGREEMENT is made and entered into as of this 27th day of January, 2015, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Macy’s Corporate Services Inc., an Ohio corporation, hereinafter referred to as "MACY’S".

RECITALS

WHEREAS, MACY’S proposes to lease space in Sacramento County for a large-scale point of sale fulfillment center facility ("Project"); and

WHEREAS, MACY’S and Capital Commerce Center have entered into a ten (10) year lease ("Lease") with options to renew for two successive periods of five (5) years each, for approximately 305,000 square feet of space at 6200 Franklin Blvd. ("Project Site"); and

WHEREAS, the Lease is conditional upon MACY’S receiving satisfactory economic development assistance; and

WHEREAS, the County desires to increase employment opportunities and encourage the establishment of new jobs within the Project Site area comprising its jurisdiction in order to improve the economic welfare of the COUNTY and its citizens; and

WHEREAS, the Project will be of benefit to citizens of the COUNTY in that such facility is expected to directly employ and expand the labor base of the COUNTY by approximately 175 new full time equivalent positions, and will expand the sales tax base of the COUNTY; and

WHEREAS, MACY’S will invest approximately $10.5 million in capital improvements to the Project Site by the end of 2016; and

WHEREAS, the Board of Supervisors finds that the creation of jobs, the expansion of the tax base and the infusion of money into the local economy are of public benefit for which the expenditure of public funds for job creation incentives is proper; and

WHEREAS, in recognition of job creation, improvements to the building and infrastructure investments at the Project Site, COUNTY commits to pay MACY’S in the amounts herein provided and to provide the other incentives set forth herein; and
WHEREAS, absent participation by the COUNTY pursuant to this Agreement, the MACY’S facility would not be constructed within the COUNTY; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, COUNTY and MACY’S agree as follows:

DEFINITIONS

A. "Annual Sales Volume" means the total amount of California customer sales sourced to the Project for purposes of sales taxation.

B. "Agreement Year" means each calendar year after the Effective Date, beginning January 1, 2016.

C. "Job Creation Incentive Payments" means the annual payments made by the County to the Company as authorized by this Agreement.

D. "Job Creation Incentive Term" means the ten (10) year period beginning on January 1, 2016 and ending on December 31, 2025.

E. "Full-Time Equivalent" (FTE) employees are defined as either direct-hire or contract employees whose services are dedicated to MACY’S and receive their compensation from MACY’S. The total number of FTE employees is arrived at by dividing the total amount of compensated hours worked during a given Agreement Year by 2,080. (For illustration purposes, if the total compensated hours worked by employees during an Agreement Year is 364,000, then the number of FTE employees for that Agreement Year would be 175).

F. "Full-Time" (FT) employees are defined as salary or full-time hourly employees with a work-week of 40 hours or more per week throughout the calendar year and whose services are dedicated to MACY’S and receive their compensation from MACY’S.

G. "Required Levels of Employment" means the amount of Full-time Equivalent employees (175) and the amount of Full-Time employees (100) necessary to qualify for the full amount of Job Creation Incentive Payments. It is understood by the parties that Full-Time employees constitute a subset of Full-time Equivalent employees.

H. "Qualified Investment" means the $10.5 million minimum capital investment to be made at the Project Site by MACY’S.
I. COUNTY ECONOMIC DEVELOPMENT ASSISTANCE OBLIGATION

A. Job Creation Incentive Payment

Annually for each Agreement Year at the time set forth in Section IV hereof, and subject to the terms and conditions of this Agreement, the COUNTY shall pay to MACY’S a Job Creation Incentive Payment in an amount equal to the amount set forth opposite the particular Annual Sales Volume threshold achieved by the Company in that Agreement Year according to the schedule set forth in Exhibit A attached hereto and made a part hereof.

Commencing with Agreement Year 2017, if the number of the FTE and FT employees in an Agreement Year falls below the Required Levels of Employment for each category (FTE and FT), then the amount of the Job Creation Incentive Payment for that Agreement Year will be reduced to an amount equal to the product of the amount the Job Creation Incentive Payment would have been, then multiplied by the lesser of the ratio arrived at by dividing the actual number FTE or FT employees employed by MACY’S during such Agreement Year by 175 for FTE and 100 for FT. (For illustration purposes, if the number of FTE employees in an Agreement Year equal 145 and the number of FT employees is 99, and MACY’S would otherwise be entitled to an $82,500.00 Job Creation Incentive Payment for such Agreement Year, it would instead receive $82,500.00 * (145/175 = $68,357.14)). Notwithstanding the foregoing, MACY’S shall not qualify for a Job Creation Incentive Payment in any Agreement Year during which the company employs less than 80 percent of the number of FTE or FT employees necessary to achieve the Required Levels of Employment at the Project Site.

It is understood by the parties that all determinations in this Agreement of the number of FTE’s maintained by MACY’S in any given Agreement Year is made on a calendar basis for such Agreement Year. Similarly, all determinations in this Agreement of the number of FT’s maintained by MACY’S during any given Agreement Year shall be made based on the number of FT’s employed by MACY’S as of December 31 of the Agreement Year for which such determination is being made.

Notwithstanding anything herein to the contrary, the aggregate total of all Job Creation Incentive Payments paid hereunder shall not exceed $5,000,000 (Five Million Dollars).

B. Project Site Building Permit Fee Reduction

The COUNTY is fully aware of the anticipated scope of the Project. The COUNTY shall waive $112,650 of the otherwise applicable permit fees for the 305,000 square feet of Leased area. Permit fees charged will not exceed $91,754.99 as set forth below:
### Permitting Fees

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<th>Description</th>
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<td>Zone Check Fee</td>
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<tr>
<td>Fire Department Fee</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$91,754.99</strong></td>
</tr>
</tbody>
</table>

### C. Sacramento Works Incentive

The COUNTY shall assist MACY’s in making use of programs offered by the Sacramento Employment and Training Agency related to screening, hiring and training employees for the Project. The County will exercise all reasonable efforts to assist MACY’S in utilizing the above referenced programs.

### II. CONDITIONS ON ECONOMIC DEVELOPMENT ASSISTANCE

Notwithstanding anything herein to the contrary, the COUNTY’s obligations to make Job Creation Incentive Payments to MACY’S is conditioned upon (1) MACY’S making the Qualified Investment on or before December 31, 2016; and (2) MACY’S not being in default under this Agreement.

Any portion of the Qualified Investment made by any of MACY’S affiliates under common ownership by Macy’s, Inc., a Delaware corporation (the “Affiliates”) and all Full Time Equivalent employees and Full Time employees employed by any of the Affiliates shall be deemed to be invested by and/or employed by MACY’S for all purposes of this Agreement.

### III. TERM

The term of this Agreement shall commence on January 27, 2015 and end on December 31, 2025, subject to (i) the COUNTY’s obligation, if any, to make Job Creation Incentive Payments to MACY’S for the final Agreement Year, and (ii) the COUNTY’s early termination rights as described below:

**EARLY TERMINATION OF THE COUNTY’S ECONOMIC DEVELOPMENT ASSISTANCE OBLIGATION.** If MACY’S has failed to commence operations within twelve (12) months of the approval of building permits, or if MACY’S does not meet at least 80% of the Required Levels of Employment for three consecutive years commencing with Agreement Year 2017, or if MACY’S suspends or ceases
operations at the Project Site for twelve consecutive months, then COUNTY’s obligation to MACY’S shall immediately terminate, and COUNTY shall have the right to terminate this Agreement. The COUNTY shall also have the right to terminate this Agreement when the aggregate amount of Job Creation Incentive Payments paid to MACY’S from COUNTY equals $5 million dollars. Each time period set forth above excludes periods when operation or construction were suspended or interrupted due to events beyond the reasonable control of MACY’S, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, extreme weather conditions, unavailability of possession of the property due to governmental action or inaction, or any other cause or events beyond the reasonable control of MACY’S

IV. METHOD OF JOB CREATION INCENTIVE PAYMENT

In order to verify the Annual Sales Volume achieved by MACY’S in any given Agreement Year, the COUNTY shall confirm the overall amount of revenue that it received from the Annual Sales Volume based on distributions received by the COUNTY from the State of California (i.e. revenues received pursuant to California Uniform Sales & Use Tax Law, Chapter 1, §7204.3) (such revenues being the “Associated Funds”). The COUNTY will exercise all reasonable efforts to acquire such distributions in a timely manner each Agreement Year for the preceding Agreement Year. The COUNTY will confirm the Annual Sales Volume achieved for the relevant Agreement Year within thirty (30) days of receipt of the final distribution of Associated Funds. Within thirty (30) days of confirming the Annual Sales Volume, the COUNTY will issue payment to the Company in the amount of the Job Creation Incentive Payment required.

V. COMPLIANCE WITH LAWS

MACY’S shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

VII. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.
VIII. LICENSES AND PERMITS

MACY’S shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies. Intentional failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY. It shall be conclusive evidence that MACY’S has not intentionally failed to maintain the licenses, permits, certificates, and credentials required under this Paragraph VIII if MACY’S is actively, in good faith and with a reasonable chance of success seeking to remedy any revocation, expiration or deficiency associated with such licenses, permits, certificates, and credentials.

IX. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. MACY’S failure to comply with state and federal child, family and spousal support reporting requirements regarding MACY’S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B. MACY’S failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

C. MACY’S shall complete and return Contractor Certification of Compliance form (Exhibit B) at the same time MACY’S returns the executed copies of this Agreement.

X. SUBCONTRACTS, ASSIGNMENT

Neither this Agreement, nor the rights and obligations of the parties hereunder shall be assignable or transferable by any of the parties without the consent of the other party, which shall not be unreasonably withheld, or denied by operation of law. Any other attempted or purported assignment shall be void and of no effect. Notwithstanding the foregoing, MACY’S may assign this Agreement to any of its Affiliates without further consent required hereunder. MACY’S shall provide written notice of any such assignment to the COUNTY.

XI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall
not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No alteration, amendment, variation, or waiver of the terms of this Agreement shall be binding upon COUNTY unless agreed to by the County Board of Supervisors and counsel for COUNTY.

XII. **SUCCESSORS**

This Agreement shall bind the successors of COUNTY and MACY’S in the same manner as if they were expressly named.

XIII. **TIME**

Time is of the essence of this Agreement.

XIV. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XV. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XVI. **TERMINATION**

A. COUNTY may terminate this Agreement for cause immediately upon giving written notice to MACY’S should MACY’S materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given by COUNTY to MACY’S and it is later determined that MACY’S was not in default or the default was excusable, then the notice of termination shall be deemed void.

B. COUNTY may suspend, amend or terminate this Agreement immediately upon giving written notice to MACY’S if due to a change in law or regulation the Job Creation Incentive Payments become illegal or otherwise impossible due to no
Associated Funds being paid to the COUNTY from the State of California. Any suspension, amendment or termination of this Agreement pursuant to this Section shall preserve the rights of MACY’S to the extent that Associated Funds are still available for payment of the Job Creation Incentive Payments. Nothing in this provision shall prevent MACY’S from pursuing any remedies against the responsible government authority otherwise available to it under the law.

C. MACY’S may terminate this Agreement for cause immediately upon giving written notice to COUNTY should COUNTY materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given by MACY’S to COUNTY and it is later determined that COUNTY was not in default or the default was excusable, then the notice of termination shall be deemed void.

XVII. AUDITS AND RECORDS

After the end of each Agreement Year from December 31, 2016 until the termination of this Agreement, MACY’S shall document for COUNTY, for such Agreement Year, the number of MACY’S FTE employees at Project Site, and their average annual compensation. MACY’S shall provide copies (or printed reports, if such records are maintained electronically) of such records to the COUNTY, with personal information redacted, on or before March 1st following the end of each Agreement Year.

Upon COUNTY’s request, COUNTY or its designee shall have the right to audit, MACY’S documentation associated with minimum capital investments and employment obligations under this Agreement and shall at all times be maintained in reasonable condition for audit and shall be subject to reasonable examination by the COUNTY or its agents during reasonable hours upon reasonable notice solely for the purpose of reviewing MACY’S compliance with this Agreement. The books and accounts of the operations under this Agreement shall be kept in accordance with generally accepted accounting principles. COUNTY shall handle records provided pursuant to this provision as confidential and proprietary business information to the extent allowed by State and Federal laws. MACY’S shall maintain such records for a period of four years following the end of the respective Agreement Year to which such records apply.

XVIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and MACY’S regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and MACY’S regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
XIX. **FUTURE AGREEMENTS**

COUNTY and MACY’S recognize the potential for future expansion of MACY’S activity in unincorporated Sacramento County beyond the scope contemplated by this Agreement, for which economic development assistance may be necessary and may result in a benefit to the COUNTY. Both parties are willing to enter into negotiations regarding a separate economic incentive agreement relating to any such further expansion at a future date. Nothing in this Agreement restricts the availability of economic development assistance available under such separate agreement.

In the event that this Agreement is terminated pursuant to Paragraph XVI, Section B because of lack of availability of Associated Funds, COUNTY and MACY’S agree to negotiate with each other in good faith to enter into a new agreement that will approximate the economic benefits to and obligations of MACY’S under this Agreement.

XX. **PROJECT SIGN**

MACY’S will place signage on the Project Site stating the names of the Project participants, Macy’s and (to the extent applicable) Bloomingdale’s. The sign shall be in letters not less than a size that can be clearly read from Franklin Boulevard. The COUNTY shall expedite any permit for the sign placement, and waive any permit fees associated therewith.

XXI. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXII. **EXHIBIT C**

Attached hereto as Exhibit C is a worksheet for the Department of Finance of the COUNTY laying out in summary form the mechanics and terms of the Job Creation Incentive Payments. In the event of any conflict between the terms of this Agreement and Exhibit C, the terms of this Agreement shall control.

XXIII. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:
TO COUNTY

Economic Development & Marketing
Attn: Troy Givans, Director
700 H Street, Suite 6750
Sacramento, CA 95814

TO MACY’S

Macy’s Corporate Services Inc.
Attn: Associate Tax Counsel
7 W. Seventh St.
Cincinnati, OH 45202

With a copy to the attention of “Law Department”

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY:

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By ______________________________

Reviewed and approved by County Counsel:

_______________________________
Krista Whitman
Assistant County Counsel

MACY’S:
MACY’S CORPORATE SERVICES, Inc.

By: ______________________________
EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
MACY’S CORPORATE SERVICES, INC. hereinafter referred
to as "MACY’S"

JOB CREATION INCENTIVE PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Annual Sales Volume</th>
<th>Job Creation Incentive Payment</th>
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</thead>
<tbody>
<tr>
<td>$16,500,000</td>
<td>$82,500.00</td>
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<tr>
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<tr>
<td>$140,000,000</td>
<td>$700,000.00</td>
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EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
MACY’S CORPORATE SERVICES, INC. hereinafter referred
to as "MACY’S"

CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business, or proposes to do business, demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury. Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities that do business or desire to do business with the county.

1) CONTRACTOR hereby certifies:
   (a) the CONTRACTOR is a government or non-profit entity (exempt), 
       Yes No
   (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), 
       Yes No
   (c) each Principal Owner (25% or more),
       does not have any existing child support orders, 
       Yes No
   (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court
       Yes No

2) CONTRACTOR shall certify that each of the following statements is true:
   (a) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
   (b) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor’s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failures to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at (916) 875-7400 or (888) 271-3906, by writing to P.O. Box 269112, Sacramento, 95826-9112, or by E-mailing dcssbiddercompliance@saccounty.net.

Contractor______________________________
Printed Name______________________________
Date______________________________
EXHIBIT C to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
MACY’S CORPORATE SERVICES, INC. hereinafter referred
to as "MACY’S"

COUNTY OF SACRAMENTO
DEPARTMENT OF FINANCE
WORKSHEET

This document summarizes the conditions under which MACY’S is entitled to receive Job Creation Incentive Payments from the County. Reference is made to the Job Creation Incentive Agreement dated January 27, 2015 (the “Agreement”) for the complete terms of that arrangement.

DEFINED TERMS

“Agreement Year” means each calendar year after the Effective Date, beginning January 1, 2016.

“Annual Sales Volume” means the total amount of California customer sales sourced to the Project for purposes of sales taxation.

“Full-Time Equivalent” (FTE) employees are defined as either direct-hire or contract employees whose services are dedicated to MACY’S and receive their compensation from MACY’S. The total number of FTE employees is arrived at by dividing the total amount of compensated hours worked during a given Agreement Year by 2,080. (For illustration purposes, if the total compensated hours worked by employees during an Agreement Year is 364,000, then the number of FTE employees for that Agreement Year would be 175).

“Full-Time (FT) employees are defined as salary or full-time hourly employees with a work-week of 40 hours or more per week throughout the calendar year and whose services are dedicated to MACY’S and receive their compensation from MACY’S.

TERM

Unless sooner terminated, the Job Creation Incentive Agreement is in effect from January 27, 2015 through December 31, 2025, provided that the Agreement will be in effect beyond December 31, 2025 for so long as it is necessary to effect the final Job Creation Incentive Payment.
JOB CREATION INCENTIVE PAYMENTS

For each Agreement Year, the County shall pay to MACY’S Job Creation Incentive Payments in an amount equal to the amount set forth in the following chart opposite the Annual Sales Volume achieved by MACY’S during the Agreement Year for which such payment is being made.

<table>
<thead>
<tr>
<th>Annual Sales Volume</th>
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</thead>
<tbody>
<tr>
<td>$16,500,000</td>
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Annual Sales Volume for any given Agreement Year shall be determined based on the amount of revenue received by the County from the State related to sales sourced at the Project (i.e. revenue received pursuant to California Uniform Sales & Use Tax Law, Chapter 1, §7204.3) (these revenues are called “Associated Funds”). This determination (the “Determination”) shall be made within 30 days of final distribution of such Associated Funds to the County from the State of California.

Provided MACY’S has complied with the conditions set forth in the CONDITIONS section below for the Agreement Year in question, the County will pay to MACY’S the Job Creation Incentive Payment within 30 days of making the Determination. For illustration purposes only, this will normally occur on or about April 30 following the conclusion of each Agreement Year.

[See next page for CONDITIONS]
CONDITIONS

In order to receive the full Job Creation Incentive Payment for a given Agreement year, MACY’S must comply with the following conditions:

(i) FOR AGREEMENT YEAR 2016:

MACY’S shall have made at least a $10.5 million capital investment at the Project Site by December 31, 2016 (the “Qualified Investment”).

(ii) FOR EACH AGREEMENT YEAR THEREAFTER

MACY’S shall have already made the Qualified Investment.

-and-

MACY’S shall employ at the Project 100 FT’s and 175 FTE’s during such Agreement Year.

All determinations of the number of FT’s maintained by MACY’S during any given Agreement Year shall be made based on the number of FT’s employed by MACY’S as of December 31 of the Agreement Year for which such determination is being made.

MACY’S may receive a partial Job Creation Incentive Payment for any Agreement Year starting with Agreement Year 2017 if the number of the FT and FTE employees in such Agreement Year falls below 100 and 175, respectively, provided it is otherwise in compliance with the Agreement. In such an Agreement Year, the amount of the Job Creation Incentive Payment will be reduced to an amount equal to the product of the amount the Job Creation Incentive Payment would have been, then multiplied by the lesser of the ratio arrived at by dividing the actual number FT or FTE employees employed by MACY’S during such Agreement Year by 100 for FT and 175 for FTE. (For illustration purposes, if the number of FTE employees in an Agreement Year equal 145 and the number of FT employees is 99, and MACY’S would otherwise be entitled to an $82,500.00 Job Creation Incentive Payment for such Agreement Year, it would instead receive [$82,500.00 * (145/175 = $68,357.14)]).

MACY’S shall receive no Job Creation Incentive Payment in any Agreement Year during which the company employs less than 80 FT’s or 140 FTE’s, respectively.