

**STATE OF NORTH CAROLINA
COUNTY OF MOORE
TOWN OF ROBBINS**

**ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2026 (the "Agreement"), by and between OA a North Carolina limited liability company doing business in Robbins, North Carolina (the "Company"), OA DEFENSE (OAD) , (the "Guarantor"), and the TOWN OF ROBBINS, a municipal corporation in the County of Moore in the State of North Carolina (the "Town").

WITNESSETH

WHEREAS, the Town has a public purpose of promoting economic development; and

WHEREAS, the Town finds that in order to stimulate the local economy and promote business, it is necessary and desirable to aid in the location and expansion of new and existing industries within the Town; and

WHEREAS, the Company is expanding operations at its location at 13117 NC Highway 24/27 (Parcel ID 10000561), Robbins in Moore County, North Carolina (the "Facility"); and

WHEREAS, the Town finds that the expansion of the Company in the Town will increase the Town's tax base and result in new jobs in the Town that pay at or above Moore County's average wage; and

WHEREAS, pursuant to North Carolina General Statutes §§ 160A-20.1, 158-7.1 and 158-7.2, the Town desires to enter into an agreement with the Company for the Company's creation of new jobs and capital investment in the Town; and

WHEREAS, the Company expects to employ a minimum of thirty-five (35) new full-time workers and make an estimated capital investment in real and personal property of \$5,019,828 million at the Facility; and

WHEREAS, the Town has adopted Economic Development Incentive Grants Guidelines to attract and help grow businesses that will provide quality jobs to the citizens of the Town and improve the overall economic strength of the Town, and

WHEREAS, the Town finds that the consideration the Town will receive, based on the Company not relocating to a competitive location in another state and expanding its existing operations within the Town and the prospective increase in tax revenues and income coming to the Town over the next seven years at the Facility will be equal to or greater than the amount of the economic development incentive grant provided to the Company under the Economic Development Incentive Grants Guidelines; and

WHEREAS, this Agreement shall specify the terms and conditions by which the Town agrees to provide an economic development incentive grant to the Company (the "Grant"), which shall serve as the matching funds required for the One North Carolina Fund Grant and the Building Reuse Grant.

NOW, THEREFORE, for valuable consideration and mutual covenants exchanged between the parties hereto, it is agreed as follows:

- 1. Town Commitment.** Provided the Company meets the performance thresholds in the One NC Fund Company Performance Agreement (the “CPA”) and the Company Commitment in Paragraph 2, the Town will provide a Grant to the Company (the “Grant”) as follows:
 - a. The Grant shall be based on (i) the increased assessed real and personal property value generated from new capital investment by the Company each year at the Facility as described in Exhibit A, and (ii) the Town’s applicable ad valorem tax rate each year.
 - b. The first Grant payment (i.e. Year 1”) shall be made after the first disbursement made pursuant to the CPA.
 - c. The Grant shall be paid to the Company in seven (7) consecutive annual payments as follows:
 - Year 1: An amount equal to 90% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 2: An amount equal to 80% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 3: An amount equal to 70% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 4: An amount equal to 60% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 5: An amount equal to 50% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 6: An amount equal to 40% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - Year 7: An amount equal to 30% of ad valorem taxes paid on the increased assessed value by the Company to the Town.
 - d. The total amount of all payments made under this Grant shall not exceed \$126,569.
 - e. Any annual payment that would cause the Town to exceed the total Grant amount will be reduced.
- 2. Company Commitment.** In exchange for the Grant provided for in Paragraph 1, the Company will:
 - a. Make capital investments at the Facility in the amount of at least \$5,019,828 million, for improvements and equipment.
 - b. Create a minimum of thirty-five (35) new full-time positions at the Facility with employee benefits providing at least 50% employer paid health insurance for all full-time positions that pay an average wage of \$80,458. Full-time employment is a person working at least 35 hours a week, whose wages are subject to withholding.
 - c. Maintain the 35 new full-time jobs at the Facility for at least six (6) months from the end of the quarter in which all 35 new jobs have been created; and
 - d. Maintain operations at the Facility for at least 150% of the term of the economic development incentive grant, or no less than ten (10) years and six (6) months from the effective date of this Agreement; and
 - e. Comply with all requirements, terms and conditions of the Company Performance Agreement entered into by the Company, the Town, and the Guarantor, attached as Exhibit B and incorporated by reference.
- 3. Annual Grant Disbursements.** Grant payments will be subject to the following terms and conditions:

- a. Grant payments will be based on one fiscal year and no more than one payment will be made to the Company during any fiscal year which begins July 1 and continues through June 30.
 - b. The Company shall notify the Town in writing each year to request the annual grant payment and will provide the required documentation described in Paragraph 4.
 - c. The Town will calculate and make payment to the Company within 60 days of the Company's written request, provided that the Town, in its reasonable discretion, determines that the documentation submitted by the Company is sufficient and that the Company is in compliance with the terms and conditions of this Agreement.
 - d. No payment will be made for any tax year until the Town has received full payment of all ad valorem taxes assessed by the county for the Company's real and personal property located in the Town.
 - e. If the Company is not current on all taxes, fees, assessments or other amounts owed to the Town by the Company at the time the Grant payment is to be paid, the Town may set off from any Grant any amount(s) so owed by the Company to the Town.
 - f. The Town is not required to make Grant payments to the Company after any time the Company publicly announces its plan to cease operations at the Facility and in no case shall make any Grant payment(s) for any year and any subsequent year the Company ceases to operate in the Town.
- 4. Required Documentation.** To receive each annual Grant payment, the Company must provide the Town with the following information for the tax year for which the annual Grant payment is requested:
- a. A written request for an annual Grant payment designating the tax year for which the payment is requested; and
 - b. Proof indicating the value of all real and personal property at the Facility; and
 - c. Proof of property taxes paid to the Town for each year for which the annual Grant payment is requested; and
 - d. A copy of each of the Company's NCUI 101 Quarterly Tax & Wage Reports submitted to the North Carolina Department of Commerce, Division of Employment Security for the year.
- 5. Additional Documentation.** The Company will provide the Town with any additional information evidencing compliance with this Agreement as the Town may reasonably request.
- 6. Assessed Value.** Both parties agree that the calculation of the grant payments is based solely on the valuation of the Company's property by the Moore County Tax Assessor. The property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company relative to the improvements, and only those improvements, contemplated in Exhibit A made by the Company; provided that the Company does not waive any rights it may have to dispute any assessment.

If the assessed value of the project (or any part of it) is disputed by the Company, its agents, employees or lawyers, and as a result of such dispute, the Company withholds any part of the payment of its ad valorem taxes to the Town, then the Town shall make the Grant payment as calculated only on the undisputed amount of the assessed value. Should the value be determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the Town that the dispute of valuation is resolved with the payment term, then the Town will make the payment on the amount so resolved upon the request of the Company and such documentation of the resolution as the Town may require. The Company shall notify

the Town in writing of any appeal it makes to the Moore County Board of Equalization and Review and/or the North Carolina Property Tax Commission. Failure to notify the Town of any appeals is a default under this Agreement.

- 7. Default/Termination.** If the Company fails to fulfill any obligation as specified under this Agreement, the Town may hold the Company in default, and in addition to any other remedy the Town may have at law or in equity, the Town may do any or all of the following after notifying the Company of default by writing:
- a. Terminate this Agreement and make no further payments to the Company; and
 - b. Recover any and all Grant payments made to the Company to be paid within thirty (30) days of notice of default, or pursuant to a reasonable payment plan authored by the Town; and
 - c. Recover all reasonable expenses incurred by the Town due to the default, including reasonable attorneys' fees.

No failure or delay by the Town in exercising any right, power, or remedy described in this section shall operate as a waiver of that or any other right, power, or remedy. The Town need not concurrently exercise any rights, powers, or remedies described in this section, and the same may be exercised after termination of this Agreement.

- 8. Indemnification.** To the fullest extent permitted by law, the Company will indemnify and hold harmless the Town, its officials, agents, and employees from and against all claims, damages, losses, and expenses, directly or indirectly, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or from the Company's breach of this Agreement. The Town agrees that none of the foregoing shall be construed to release the Town from the obligations it has undertaken elsewhere in this Agreement, in connection with the Grant or otherwise. This indemnification will survive the termination of this Agreement.

9. Disclaimer of Warranties.

- a. The Company acknowledges that the Town has not designed the Facility, that the Town has not supplied any plans or specifications with respect thereto and that the Town: (a) is not a manufacturer of, or dealer in, any of the component parts of the Facility or similar Facility, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) choice of any supplier, vendor or designer of, or any other contractor with respect to the Facility of any component part thereof or property or rights relating thereto or (ii) any action taken or to be taken with respect to the Facility or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Facility or any component part thereof, and (d) has not made any warranty or other representation, express or implied, that the Facility or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefor, or (iii) is safe in any manner or respect.
- b. The Town makes no express or implied warranty or representation of any kind whatsoever with respect to the Facility or any component thereof, including but not limited to any warranty or representation with respect to the merchantability or fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification, or contract pertaining thereto, any latent defect; the Facility's ability to perform any function; and any other

characteristic of the Facility; it being agreed as between the Town and Company, Company is to bear all risks relating to the Facility, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the Town.

c. The provision of this Paragraph 9 shall survive the Agreement's termination.

10. Termination of Agreement. This Agreement shall terminate ten (10) years and six (6) months from the effective date of this Agreement. After such termination, this Agreement shall be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement.

11. Assignment. The Company shall not assign this Agreement or any portion thereof without the written consent of the Town which will not be unreasonable withheld, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town; provided, however, the Company shall be permitted without obtaining the Town's consent to assign the Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business, or to any person or entity that acquires the Facility (and any such party shall assume all obligations of the Company under this Agreement), provided that the Town is notified in writing of such assignment within thirty (30) days. However, in the event of such an assignment, the Company will remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

12. Availability of Funds. This Agreement is subject to the availability of funds. The Town shall make every reasonable effort to include the amounts of the Grant payments in the Town's annual budget ordinance. The Town may terminate this Agreement at any time during the term upon thirty (30) days' written notice if the funds for Grant payments become unavailable.

13. E-Verify. Pursuant to North Carolina General Statute § 143-133.3, the Town may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Company represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, the Company warrants that any subcontractors used by the Company will be in compliance with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes.

14. Iran Divestment Act. The Company certifies that (i) the Company is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 143C-6A-4 (the "Final Divestment List"), and (ii) the Company will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List located at www.nctreasurer.com/Iran.

15. Company Representations. The Company represents as of the date of this Agreement as follows:

- a. The Company (i) is a North Carolina limited liability company duly organized and validly existing under the laws of its state of organization; (ii) is duly qualified to transact business and is in good standing in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi)

- by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.
- b. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in a, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.
 - c. The Company has duly authorized, executed, and delivered this Agreement, and to the Company's knowledge, this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
 - d. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.
 - e. The Company has not received any significant environmental violations with the North Carolina Department of Environmental Quality within the prior five years; and
 - f. The Company has not received any "willful" or "failure to abate" serious OSHA violations at the Facility within the prior three years; and
 - g. The Company does not have any overdue taxes.

16. Town Representations. The Town represents as of the date of this Agreement as follows:

- a. To the best of the Town's knowledge at the time of execution of this Agreement, no officer or official of the Town has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- b. With respect to this Agreement, the Town has complied fully with all requirements of North Carolina General Statute §158-7.1, with the Town's ability and knowledge.
- c. No provision of this Agreement shall be construed or interpreted as to create a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Town within the meaning of the State Constitution. This Agreement shall not directly or indirectly or contingently obligate the Town to make any payments beyond those appropriated in the sole discretion of the Town for any fiscal year in which this Agreement shall be in force. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Town's moneys, nor shall any provision of this Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future Town governing body. To the extent of any conflict between this Article and any other provision of this Agreement, this Article takes priority.

17. Guaranty.

- a. The Guarantor represents and warrants, as of the date hereof, and as of the date of any disbursement of grant funds, that (i) both the Company and Guarantor are organized, validly existing and in good standing under the laws of the States of North Carolina and New Jersey, respectively, with power adequate for carrying out their businesses; (ii) the execution, performance and delivery of the Agreement are within the Company's and Guarantor's power and authority and the Company and Guarantor have duly authorized, executed and delivered this Agreement; and (iii) this Agreement is signed by an authorized representative of each of the Company and Guarantor, and is legally and validly binding obligation of the Company and Guarantor, enforceable

- against them according to its terms, except as may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights; and (iv) it has taken or will take all action reasonably necessary to carry out and give effect to the transactions contemplated by the Agreement; and (v) all written statements, representations, and warranties made by or on behalf of Company of the Town in connection with the Agreement and Grant are true, accurate and complete in all material respects, to its best knowledge and belief, and the Company is eligible for the Grant; and (vi) the Company and Guarantor are financially solvent and not subject to any bankruptcy proceedings; and have no interest, and shall not acquire any interest, direct or indirect, which would conflict with the performance of their obligations under this Agreement; and (vii) the making and performing of this Guaranty will not violate any provision of or result in the acceleration of an obligation under any instrument of agreement, order, judgement or decree to which the Guarantor is a party or by which it or any of its property is bound. There are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.
- b. In order to induce the Town to enter into this Agreement, and the Town to enter the Local Government Grant Agreement with the One North Carolina Fund, Grant No. _____ (the "LGGA"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor unconditionally and irrevocably guarantees, as primary obligor and not as surety, the full, prompt, and punctual performance by the Company of all of the Company's obligations, agreements and covenants under and with respect to this Agreement. The Guarantor unconditionally guarantees, the prompt payment (and not merely the collection) of all amounts that may now or in the future be owing to the North Carolina Department of Commerce, or the State, or the Town under this Agreement and LGGA, or any extension or renewal thereof however and whenever made, and shall be liable for any remedies or recoveries (including the cost of attorney fees incurred in enforcing this Agreement and LGGA) available to the Town under or with respect to this Agreement. The liability of the Guarantor shall be primary, joint, and several.
- c. This Guaranty shall act as a continuing and absolute guaranty and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any amendment of this Agreement, any sale or transfer of all or any part of the Guarantor's ownership interest in the Company, any voluntary or involuntary liquidation, dissolution, merger, sale of assets, insolvency, reorganization, bankruptcy or filing for bankruptcy of the Company or the Guarantor or any subsidiary, any rescission of a payment made hereunder, or any extension of time or other forbearance, compromise, adjustment, modification or indulgence granted to the Company by the Town. The Guaranty shall remain in full force and effect until termination of the Agreement; provided, however, that the Guarantor shall not be released from its obligation hereunder so long as there is any claim of the Town against the Company, which claim arises out of, or related to, directly, or indirectly, this Agreement, that is not settled or discharged in full.
- d. The Town may exercise its rights against the Guarantor without first having to take action or exhaust remedies against the Company. The Guarantor expressly waives notice of non-performance, in any respect, by Company of any of its duties and obligations. The Guarantor unconditionally waives any defense available to it, including all suretyship defenses or defenses in the nature thereof; all requirements of notice, demand, presentment or protest in case of any default by the Company, as well as rights of set-off, redemption, and counterclaim which may be alleged to exist in favor of the Company.

- e. This Guaranty shall inure to the benefit of the Town and its respective successors and assigns, and shall be binding on the Guarantor, and its successors and assigns, and shall not be discharged or affected by the death of any party.

18. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of the State of North Carolina. All actions relating to this Agreement in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

19. Definitions. All terms used in this Agreement and not otherwise defined will have their commonly accepted dictionary meanings.

20. Notices.

- a. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
- b. Any communication under this Agreement or any rule of law shall be sufficiently given and deemed given when delivered electronically, by hand, by private delivery service or by US Postal Service, first-class certified mail, postage prepaid, and addressed as follows:

If to the Company:

If to the Guarantor:

If to the Town:

Clint Mack, Town Manager
Town of Robbins
101 N Middleton Street
Robbins, NC 27325
manager@townofrobbins.com

PO Box 296
Robbins, NC 27325

With required copy to:

T.C. Morphis, Jr., Town Attorney
The Brough Law Firm
1526 E. Franklin St. Suite 200
Chapel Hill, NC 27514
morphis@broughlawfirm.com

Request for Grant Payments to:

Marie Mabe, Finance Director
Town of Robbins
101 N Middleton St.
Robbins, NC 27325
finance@townofrobbins.com

PO Box 296
Robbins, NC 27325

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- 21. Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day. A Business Day shall be any day Monday through Friday excluding any day which is a legal holiday and the United States Post Office is closed for transactions.
- 22. Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the Town under Paragraph 1, other than the performance by Company of its obligations under this Agreement.
- 23. Time.** Time is of the essence in this Agreement and each and all of its provisions.
- 24. Liability of Officers and Agents.** No officer, agent, or employee of the Town or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related the other transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official

capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

25. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

26. Dissolution of Company. If the Company's legal entity is dissolved or suspended and the Company does not notify the Town of such dissolution in ten (10) calendar days and/or the entity status is not reinstated in thirty (3) business days, this Agreement, at the sole option of the Town, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.

27. Notice of Potential Disclosure of Confidential Company Information. The Company acknowledges that it has been informed by the Town that the Town is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes § 132-1 upon request. All information disclosed to the Town by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the Town upon request as provided by North Carolina General Statutes § 132-6. The Town may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the Town's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute § 132-1.2, the Town shall, if it receives a request for disclosure of such information, notify the Company of such request so the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the Town's public records requirements is given pursuant to North Carolina General Statutes § 132-1(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

28. Force Majeure. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement, and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay had been caused by or the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to review the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due on upon the occurrence of any act or event for which delayed performance is excused as provided above.

29. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (i) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated

provision; and (ii) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

- 30. Non-Waiver.** The failure by one party to require performance of any provision of this Agreement will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Agreement. In addition, no waiver of any breach or default of this Agreement will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 31. Audit.** The Town has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of this Agreement. The Town reserves the right to require a certified audit at the Town's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable notice. The Company must make the materials to be audited available within five (5) business days of the request for them.
- 32. Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof. This Agreement may only be amended by the written mutual agreement of the parties.
- 33. Drafted by Both Parties.** This Agreement is deemed to have been drafted by both parties and no interpretation will be made to the contrary.
- 34. Headings.** Subject headings are for convenience only and will not affect the construction or interpretation of any provision.
- 35. Effective Date.** The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

IN WITNESS WHEREOF, the parties here to have made and executed this Agreement as of the day and year first above written.

TOWN OF ROBBINS

Cameron Dockery, Mayor
Town of Robbins

Date

ATTEST:

Jessica C Coltrane
Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Moore County, North Carolina, certify that Jessica Coltrane personally appeared before me this day and acknowledged that she is Clerk to the Town of Robbins Board of Commissioners, and that by authority duly given and as the act of said Town, the foregoing Agreement was signed in its name by its Mayor, sealed with its official seal and attested by herself as its Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires: _____

PRE-AUDIT CERTIFICATE

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

Finance Director

OA DEFENSE

OA DEFENSE

Date

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, a Notary Public of Moore County, North Carolina, certify that Satish Sharma personally appeared before me this day and acknowledged that he is the President of OA DEFENSE, a North Carolina limited liability company, and that by authority duly given and as the act of the corporation the foregoing Agreement was signed in its name by its President, sealed with its corporate seal, and attested by himself as its President.

Witness my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires: _____

Exhibit A

OA Defense - Local Incentives Calculation
Full Estimated Cost Investment Calculation

2025 Tax Rates per \$100 Valuation

Moore County	\$0.295
Town of Robbins	\$0.69
Total Tax Rate	\$0.99

2025 Tax Year Facility Valuation - 13117 & 13121 NC Hyw 24/27 (Par ID 10000561)

Appraised Land	\$ 270,640
Appraised Value	\$ 921,470
Appraised Total	\$ 1,192,110

Additional Added Taxable Value

**Estimated Capital Expenditures
(NEW INVESTMENT)**

	2025	2026	2027	2028	2029	2030	2031	TOTAL Years 1- 7
Real Property	\$0	\$250,000	\$150,000	\$100,000	\$100,000	\$100,000	\$0	\$700,000
New Equipment (Business Personal Property)	3,619,828	250,000	150,000	100,000	100,000	100,000	0	4,319,828
Total Investment	\$3,619,828	\$500,000	\$300,000	\$200,000	\$200,000	\$200,000	\$0	\$5,019,828

Property Taxes Paid

Robbins (\$.69 per \$100 valuation)	24,977	28,427	\$28,427	\$31,877	\$33,257	\$34,637	\$34,637	216,238
Total Property Taxes Paid	\$24,977	\$28,427	\$28,427	\$31,877	\$33,257	\$34,637	\$34,637	\$216,238

Town of Robbins Incentive

Taxes Paid	\$24,977	\$28,427	\$28,427	\$31,877	\$33,257	\$34,637	\$34,637	\$216,238
% Reimbursement	90%	80%	70%	60%	50%	40%	30%	

Total Incentive -Town of Robbins	\$22,479	\$22,741	\$19,899	\$19,126	\$16,628	\$13,855	\$10,391	\$125,120
	\$2,498	\$5,685	\$8,528	\$12,751	\$16,628	\$20,782	\$24,246	\$91,118

Note: Not showing any personal property value assessed at parcel for 2025

Assumptions:

1. Actual grant amounts depend on assessed value for real & personal property and applicable tax rate each year
2. Tax rates remain consistent over the incentive period and no appreciation in real estate
3. Business Equipment Depreciation not taken into account