CHAMBERS COUNTY COMMISSION MEETING.....FEBRUARY 2, 2015

The Chambers County Commission met on Monday, February 2, 2015 at 4:00 P.M. CST with the following members in attendance: Chairman David Eastridge, Commissioners Charlie Williams, James Brown, Joe Blanks, Henry Osborne and Debbie Wood. Engineer Harvill, County Attorney McCoy and County Manager Dendy were also in attendance.

Chairman Eastridge called the meeting to order. Commissioner Wood led the pledge of allegiance and Commissioner Williams gave the invocation. County Clerk Chambers conducted a roll call. The results of the roll call were as follow: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present

VALLEY HAVEN LAFAYETTE DAY
MS. LYNN OLIVER

Ms. Lynn Oliver approached the commission for permission to use the main entrance of the courthouse and restrooms on April 11th for Valley Haven LaFayette Day as they have in the past. Ms. Oliver informed that security would be provided as usual. County Manager Dendy informed that the premises would be made available for usage on that day.

CHAMBER OF COMMERCE
MS. SANDY SEMERAD

Ms. Sandy Semerad and Ms. Barbara Andrews were in attendance from the Chamber of Commerce. Ms. Semerad presented information to the commission for the 2015 Official Community Map Multi Media Publication Program (see page 76).

MINUTES AND WARRANTS PAYABLE

Commissioner Brown motioned to adopt the January 20, 2015 minutes and warrants payable. Commissioner Wood seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt the January 20, 2015 minutes and warrants payable."

Commissioner Wood motioned to adopt the Public Hearing minutes from January 20, 2015. Commissioner Osborne seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt the Public Hearing minutes from January 20, 2015."

AGENDA APPROVAL

Commissioner Brown motioned to approve the agenda as presented for the February 2, 2015 meeting. Commissioner Williams seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To approve the agenda for the February 2, 2015 meeting."

MILLAGE RATE

County Manager Dendy requested a resolution to levy the millage rate for ad valorem tax purposes (see page 77). Commissioner Osborne motioned to adopt this resolution. Commissioner Brown seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To levy the millage rate for ad valorem tax purposes as attached hereto on pages 77."

RESOLUTION #02.02.15.1
APPROVE NEW ABATEMENT OF TAXES FOR JOON, LLC DBA AJIN USA

Ms. Valerie Gray, of the Chambers County Development Authority requested a resolution to approve abatement of taxes for Joon, LLC DBA AJIN USA, as attached hereto on pages 78-93." Commissioner Wood informed that the Rules, Ways and Means Committee has recommended the approval of this abatement. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt a resolution to approve abatement of taxes for Joon LLC DBA AJIN USA as attached hereto on pages 78-93."

RESOLUTION #02.02.15.0
AMENDED ABATEMENT OF TAXES FOR JOON, LLC DBA AJIN USA

Ms. Valerie Gray, of the Chambers County Development Authority requested a resolution to approve an amended abatement of taxes for Joon, LLC DBA AJIN USA, as attached hereto on pages 94-110." Commissioner Wood informed that the Rules, Ways and Means Committee has recommended the approval of this amended tax abatement. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt a resolution to approve an amended abatement of taxes for Joon LLC DBA AJIN USA as attached hereto on pages 94-108."

RESOLUTION #02.02.15.2
APPROVE NEW ABATEMENT OF TAXES FOR JH INDUSTRY, INC DBA WOOSHIN USA

Ms. Valerie Gray, of the Chambers County Development Authority requested a resolution to approve abatement of taxes for JH Industry, Inc. DBA Wooshin USA, as attached hereto on pages 109-124." Commissioner Wood informed that the Rules, Ways and Means Committee has recommended the approval of this abatement. It was **approved** by the **"I"** vote.

RESOLVED: "To adopt a resolution to approve abatement of taxes for JH Industry, Inc. DBA Wooshin USA, as attached hereto on pages 109-124."

RESOLUTION: TO APPROVE THE TAX REVENUE ENHANCEMENT AGREEMENT BUSINESS LICENSE/RECOVERY WITH RDS

Commissioner Wood informed that the Rules, Ways and Means Committee has recommended the approval of the Tax Revenue Enhancement Agreement Business License/Recovery with RDS (see pages 125-130). It was **approved** by the **"I"** vote.

RESOLVED: "To approve the Tax Revenue Enhancement Agreement Business License/Recovery with RDS as attached hereto on pages 125-130."

RESOLUTION: OPEN RECORDS REQUEST POLICY

Commissioner Wood informed that the Rules, Ways and Means Committee has recommended the approval of a proposed open records request policy (see pages 131-134). It was **approved** by the **"I"** vote.

RESOLVED: "To approve a proposed open records request policy as attached hereto on pages 131-134."

APPOINTMENT: ANDREW LEAK EAST ALABAMA WATER DISTRICT BOARD

Chairman Eastridge informed that the External Affairs Committee recommended the appointment of Andrew Leak to fill the position on the East Alabama Water District Board due to Mr. Marshall Lane's retirement and to waive the necessity of a first reading on said appointment. It was **approved** by the **"I"** vote.

RESOLVED: "To appoint Andrew Leak to the East Alabama Water District Board due to Mr. Marshall Lane's retirement and to waive the necessity of a first reading on said appointment."

RE-APPOINTMENT: COMMISSIONER JOE BLANKS EAST ALABAMA REGIONAL PLANNING BOARD

Chairman Eastridge informed that the External Affairs Committee recommended the re-appointment of Commissioner Joe Blanks to the East Alabama Regional Planning Board to represent the county and waive the necessity of a first reading on said appointment. It was **approved** by the **"I"** vote.

RESOLVED: "To re-appoint Commissioner Joe Blanks to the East Alabama Regional Planning Board to represent the county and waive the necessity of a first reading on said appointment."

EXECUTIVE SESSION

Attorney McCoy requested a brief executive session be held to discuss pending litigation and also some anticipated litigation. Commissioner Wood motioned to hold an executive session. Commissioner Osborne seconded the motion. It was **approved** by the **"I"** vote.

RESOLVED: "To hold an executive session to discuss pending litigation and anticipated litigation."

The executive session was held as this time.

The meeting reconvened. Attorney McCoy informed that the purpose of the executive session was to discuss pending litigation and also anticipatory litigation. There was no action taken as a result of the executive session.

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman David Eastridge _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner Henry Osborne _____

Commissioner Debbie Wood _____

Our Vision
[illegible] team
[illegible] a community
of opportunity.

Our Mission
To inform, educate
and promote
the economic potential

Greater Valley Area Chamber of Commerce

2015 Official Community Map

Multi Media Publication Program

Dear Chamber Member,

We are pleased to announce that Town Square Publications, will begin work on the Chamber's new 2015 Community Map. Town Square has the most advanced publishing media technology available. Your decision to support our annual publication with your marketing message, is a powerful tool that will help promote your business to new and current residents, and visitors/tourists throughout the Greater Valley area and help direct customers to your front door, whether you are a restaurant, lodging property, professional office, specialty shop or a retail store.

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For Information, Contact Sandy Semerad
Phone: (678) 296-5394
Email: ssemerad@aol.com
Chamber: (334) 642-1411
Fax: (334) 642-1410

COMPLETE THE FORM BELOW AND FAX TO THE CHAMBER. CALL OR EMAIL SANDY TODAY!

Business Name _____

Contact _____

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City _____

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- Very reasonable ad rates with ***FREE*** ad copy and design preparation available.
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- The NEW ROI Program provides you with more immediate return on investment. This innovative program includes a combined online and mobile media package, including Chapter and Banner ads, video ads.

This is the most advanced publishing media technology available today. Consider supporting this publication and reap the rewards of engaging fellow Chamber members with your promotional message.

OFFICE OF REVENUE COMMISSIONER

(www.chamberscounty.com)
CHAMBERS COUNTY
LAFAYETTE, ALABAMA 36862

WENDY Y. WILLIAMS
REVENUE COMMISSIONER

2 S. LAFAYETTE STREET SUITE A
LAFAYETTE, Al. 36862

January 26, 2015

Chambers County Commission
2 South LaFayette Street, Ste. A
LaFayette, Alabama 36862

Re: Millage Rates

Commissioners:

Under Alabama Law, my office is required to have on file a resolution from the County Commission levying the millage rate for ad valorem tax purposes each year.

In order for my office to complete the assessment process and prepare the abstract for 2015 taxes, please submit a copy of your resolution to me as soon as possible.

I am listing the 2014 millage rates for your convenience.

Sincerely,

Wendy Williams

Wendy Williams

2014 Millage Rates:

General Fund:	9.2 mills
Road and Bridge Fund:	7.1 mills
County Wide School Fund	9.6 mills
Special School Dist. Fund	4.1 mills
Library Tax	2.0 mills
Hospital Tax	4.0 mills
Forest Tax:	Ten cents per acre

334 864-4389 VALLEY 706 586-8232 FAX 334 864-4387

RESOLUTION NUMBER 02.02.15.1

This Resolution is made this **2nd day of February 2015**, (the Effective Date) by the Chambers County Commission (the Granting Authority), to a tax abatement for **JOON LLC (d/b/a AJIN USA)** (the Company).

WHEREAS, the Company has announced plans for a (check one):
_ new project or √ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
_ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a period of **5 (five) years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and
WHEREAS, the construction of the project will involve an capital investment of **$8,876,159 for Property Tax and $10,856,378 for Sales & Use Tax**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the **Tax Abatement Agreement;**

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

√ all state and local noneducational property taxes,

√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

_ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 5 (five) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Chambers County Commission of Alabama at a meeting held on the 2nd day of February, 2015.

_____

(Secretary)

Tax Abatement Agreement

This Abatement Agreement is made this **2nd day of February, 2015**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **JOON LLC (b/b/a AJIN USA)** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 336370, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):
_ new project or √ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 15th day of December, 2015; and

WHEREAS, the Project will be located in the County of Chambers (check whichever is applicable)
_ inside the city limits of _____,
_ inside the police jurisdiction of _____,
√ outside the city limits and police jurisdiction of all incorporated municipalities located in Chambers County

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the **2nd day of February, 2015** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

_√_ owned by the entity applying for the abatement,
___ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that a portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424,511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

√ (a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

√ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

__(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

√ (a) If no bonds are to be issued, non-educational property taxes are expected to be approximately **$39,480.60** per year and the maximum period for such abatement shall be valid for a period of **5 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

_ (b) If bonds are issued, non-educational property taxes are expected to be approximately $___ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning the initial date bonds are issued to finance project.

√ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **$449,736** and such abatement shall not extend beyond the date the Project is placed in service.

_ (d) Mortgage and recording taxes are expected to be approximately $0

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: **$8,876,159 for Property Tax and $10,856,378 for Sales & Use Tax**;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 10 Year 2 0 Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially $0 Year 1 $295,811 Year 2 $0 Year 3 $0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
___all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

JOON LLC (AJIN USA) (the Company)	**The Chambers County Commission** (the Granting Authority)
By: _____	By: _____
Name: Jae IK Jang	Name: David Eastridge
Title: CFO	Title: Chairman
Date: 02-02-15	Date: 02-02-15

AJIN NEW

Form CO: CAA
7/09

ALABAMA DEPARTMENT OF REVENUE
Application to Local Granting Authority for Abatement of Taxes

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 3 6 3 7 0

3. TYPE OF PROJECT:
☐ New Project ☒ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
☒ $2,000,000 *OR* ☐ 30% of original cost of existing property, original cost $

5. PROJECT APPLICANT: JOON, LLC
DBA: AJIN USA

6. ADDRESS OF APPLICANT: 1500 County Road 177
CITY: Cusseta
STATE: AL
ZIP CODE: 36852

7. NAME OF CONTACT PERSON: Jae IK Jang
TELEPHONE NUMBER: (334) 782-7183
8. DATE COMPANY ORGANIZED: 02/13/2008

9. PHYSICAL LOCATION OF PROJECT: 1500 County Road 177
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Cusseta
COUNTY: AL
ZIP CODE: 36852

10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):
New JIG/fixtures, assembly equipment & pallets at facility(including owned by HMMA)

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 02/01/2015
12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/15/2015
13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/15/2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT:
☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT
☒ No ☐ Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1: 10	YEAR 1: $295,811	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2	YEAR 2	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d	19d
This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e 7,587,686	19e 9,306,087
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f 1,288,473	19f 1,550,291
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $8,876,159	19g $10,856,378

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Jae IK Jang
NAME (PRINT)

SIGNATURE

CFO
TITLE

12-22-2014
DATE

ST: EX-A2
4/01

ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

Application For Sales and Use Tax Certificate of Exemption

For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to ***Code of Alabama 1975***, Section 40-9B-1, et seq.

APPLICANT'S LEGAL NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
JOON LLC dba AJIN USA	74-3251234

MAILING ADDRESS
1500 County Road 177

CITY, STATE, AND ZIP
Cusseta, AL 36852

ADDRESS OF THE PROJECT SITE
1500 County Road 177, Cusseta, AL 36852

CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Jae Ik Jang		
BUSINESS PHONE NUMBER	**DATE ABATEMENT WAS GRANTED**	**ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT**
(334) 782-7183		12/15/2015

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Jae Ik Jang
(PLEASE PRINT)

Signature

Title CFO

Date 12-22-2014

Mail to:

Alabama Department of Revenue
Attn: Abatement Program Administrator
P. O. Box 327001
Montgomery, AL 36132-7001

(334) 242-1175

AJIN USA

New Investment Plan (2015)

1. Project Name ; Joon, LLC (DBA: AJIN USA)

2. Project Location : 1500 County Road 177, Cusseta Alabama 36852

3. Project Overview

   HMMA will launch a new car model (Elantra) starting in May 2015. To meet customer demands, AJIN USA will need to make investments of approximately $9.6M. This investment will also include JIG/Fixtures, Machinery and Equipment and Pallets. HMMA will invest $1.97M in Molds and Fixtures. These investments by HMMA will be located at AJIN USA's facility, but owned by HMMA. AJIN USA will abate the sales, use and property taxes on all investments located at AJIN USA facility. HMMA will request property tax abatement for its investments located at AJIN USA facility.

4. Expected customer
   Hyundai Motor Manufacturing Alabama (HMMA), Halla Climate System

5. In-Service Date

Customer	Car Model	Estimated In-Serivce Date
HMMA	ADA-*New Elranta*	December 15, 2015

(*)In-Service Date for ADA project might be changed because of customer production schedule.

6. Estimated Project Costs -$ 10,856,378

   1) AJIN Investment - $8,876,159 (Refer to the Exhibit 1 for the Details)

Car Model	JIG & Fixture	Assembly Equipment	Pallet & Other	Total
ADA *ADA F/L	3,287,447	4,300,240	1,288,473	**8,876,159**

*Customer performs facelift to refresh car model. To meet customer demands, AJIN USA will need new investments. This new investment is included in $43M and excludes any modification.

AJIN USA

2) HMMA Investment – $ 1,980,218

Car Model	Mold	C/F, I/F	Total
ADA *ADA F/L	1,718,400	261,818.18	**1,980,218**

7. Forecast Sales from 2015 to 2016

Sale Type	Customer	Car Model	2015	2016	Total
Product Sale	KMMG	UMA	79,285,382	87,387,300	166,672,682
		AN	68,042,310	64,087,329	132,129,639
		QF	45,905,310		45,905,310
		JFA	20,744,442	87,231,474	107,975,916
		Sub Total	213,977,444	238,706,103	452,683,547
	HMMA	LFA	16,931,355	20,131,667	37,063,022
		UD	3,044,465		3,044,465
		ADA	2,292,574	32,431,617	34,724,191
		Sub Total	22,268,394	52,563,284	74,831,678
Total			236,245,838	291,269,387	527,515,225
Scrap Sale			3,222,390	3,222,390	6,444,781
Total Sale			**239,468,228**	**294,491,777**	**533,960,006**

8. Projected Number of New Employee for the Project : 10

9. Attachment

1) Exhibit 1- AJIN USA ADA Investment Plan

AJIN USA ADA Investment Plan

Investor	Car Model	In-Service Date	JIG & Fixture			Assembly Equipment					Pallets			Total
			JIG	Utilities,IF, Etc	Sub-Total	Robot	Welding Machine	GUN	ATD, SPC, Etc	Sub-Total	Type A	Type B	Sub-Total	
AJIN USA	ADA	Dec. 2015	2,041,923	1,245,524	3,287,447	2,613,527	553,482	250,715	882,516	4,300,240	1,030,778	257,695	1,288,473	8,876,159

INFORMATION SHEET FOR TAX ANALYSIS

1/23/2015

Prepared by the Alabama Department of Revenue, Office of Economic Development

14:25

USER INPUTS ARE IN BLUE ON THE SCREEN

Project name: **PROJECT JOON LLC**

Location: **Unincorporated, Chambers County, Alabama**

Criteria: *PROJECT CRITERIA: Total project costs are $10,856,378, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $9,306,087; Nonmanufacturing Equipment - $7,587,686 for sales tax purporses. Total project costs are $8,876,159 per Kimberly Carter. Project consists of: Mfg equipment- $7,587,686; Nonmfg equipment-$1,288,473 for property tax purposes.*

Project Cost or Investment Figures

Existing Real Property			$0	
Cost of New Land			$0	
	Value of Donated Land	$0		
Full Cost of New Buildings			$0	
% of building cost for materials for sales tax	50.00%	$0		
		Total Real Property Costs		$0
Total Real Property Value for Property Tax (costs + donated land)			$0	
Manufacturing Equipment (10-year life)				
	New manufacturing equipment		$9,306,087	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment	$0		
	Installation labor	$0		
	Total owned/used manufacturing eqpt.		$0	
		Total Manufacturing Equipment Costs		$9,306,087
Nonmanufacturing Equipment (10-year life)				
	New nonmanufacturing equipment		$1,550,291	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment	$0		
	Installation labor	$0		
	Total owned/used nonmanufacturing eqpt.		$0	
Computer Equipment (3-year life)			$0	
		Total Nonmanufacturing Equipment Costs		$1,550,291
Vehicles (assessed per state manual)				$0
Pollution Control Equipment (exempt from sales & use taxes and property taxes)				$0
Other Labor & Miscellaneous Costs (not taxed for sales tax & not part of property tax value)				$0
TOTAL REAL & PERSONAL PROPERTY INVESTMENT (for Capital Credit)				$10,856,378

SALES TAX RATES

		General	Educ Part	Mfg. Mach.	Educ Part
State	Alabama	4.000%	0.000%	1.500%	0.000%
County	Chambers County	5.000%	1.000%	2.500%	0.500%
City	Unincorporated	0.000%	0.000%	0.000%	0.000%
TOTAL	all jurisdictions	9.000%	1.000%	4.000%	0.500%

PROPERTY TAX MILLAGE RATES

		Total		Educ Part	
State	Alabama	0.0065		0.0030	
County	Chambers County	0.0360	local total	0.0137	local total
City	Unincorporated	0.0000	0.0360	0.0000	0.0137
TOTAL	all jurisdictions	0.0425		0.0167	

ALABAMA INCOME TAX CAPITAL CREDIT
Summary of Annual Credit Available

PROJECT JOON LLC
Unincorporated, Chambers County, Alabama

Capital Credit Available *(1) (2) (3)*

Year 1	$542,819
Year 2	$542,819
Year 3	$542,819
Year 4	$542,819
Year 5	$542,819
Year 6	$542,819
Year 7	$542,819
Year 8	$542,819
Year 9	$542,819
Year 10	$542,819
Year 11	$542,819
Year 12	$542,819
Year 13	$542,819
Year 14	$542,819
Year 15	$542,819
Year 16	$542,819
Year 17	$542,819
Year 18	$542,819
Year 19	$542,819
Year 20	$542,819
	$10,856,378

NOTES:

PROJECT CRITERIA: Total project costs are $10,856,378, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $9,306,087; Nonmanufacturing Equipment - $7,587,686 for sales tax purporses. Total project costs are $8,876,159 per Kimberly Carter. Project consists of: Mfg equipment-$7,587,686; Nonmfg equipment-$1,288,473 for property tax purposes.

(1) It is assumed this project will meet the qualifications for the capital credit. A capital credit equal to five percent (5%) of the capital costs of the project is available to qualifying projects. This credit must be applied against, and is limited to, the Alabama income tax liability attributable to income generated by or arising out of the project. Since specific information was not provided, it is assumed that the project is placed in service on January 1. Therefore, the credit is not prorated for the first tax year. If the credit is prorated for the first year, the full 20 years of credit is still available because the remaining months will be available as the final year.

(2) The capital credit does not begin until the project is placed in service. If the project is a "phased" project, the credit will not begin until the last phase of the project is placed in service. Projects with at least $100M in capital costs and at least 100 jobs can delay the start of the capital credit up to three years after the project is placed in service, and can carry the credit forward up to four years based on capital

(3) There are four statutory requirements for new and/or expansion projects:

1. Business Activity Requirement as defined in Section 40-18-190: Industrial, warehousing or research activity; headquarters facilities (NAICS 551114); data processing centers; warehousing activity projects (NAICS 493); renewable energy facilities; research & development facilities; projects owned by utilities that produce electricity from alternative energy resources; or projects owned by utilities that produce electricity from hydropower production.

2. Capital Costs which are not less than $100,000,000 for alternative energy resources electricity production; $5,000,000 for warehousing activity projects and hydropower electricity production; $2,000,000 for industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and headquarters facilities; $1,000,000 for small business addition projects; $500,000 for projects located in favored geographic areas, except headquarters facilities, warehousing activity projects and utility owned projects. Donated land, if any, is not included in capital costs. Capital costs under an operating lease cannot be included unless the

3. A minimum job creation for new employees of: 50 at headquarters facilities and warehousing activity projects; 20 at industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and utility owned projects; 15 at small business addition projects; 5 at projects located in favored geographic areas, except headquarters facilities and warehousing activity projects. New employees are those persons who have not previously been employed at the project site or have not been employed by the investing company or companies in this state. Projects, except warehousing activity projects, must create the minimum jobs no later than one year from placing the project in service and must maintain the minimum jobs requirement throughout the life of the credit. Warehousing activity projects have two years from placing the project in service to meet the employee and wage requirements.

4. Average hourly wage of all new employees at project (for calendar year 2014):

For projects located in favored geographic areas, the lesser of $12.97 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located.

For all other projects, the lesser of $16.20 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located. All new employees at the project must meet the minimum average wage requirement no later than one year from placing the project in service and must maintain the minimum average wage requirement for new employees throughout the life of the credit.

ALABAMA
SALES AND USE TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JOON LLC
Unincorporated, Chambers County, Alabama

		Cost	Amount of Tax with NO Abatements (4)(5)(6)(7)	Amount of Tax with FULL Abatements (4)(5)(6)(7)	TAX SAVINGS
Items Taxed at GENERAL Sales & Use Tax Rates			9.000%	1.000%	8.000%
Building Materials *(1)*	50.00%	$0	$0	$0	$0
New Non-manufacturing Equipment *(2)*		$1,550,291	$139,526	$15,503	$124,023
Items Taxed at MANUFACTURING Rates			4.000%	0.500%	3.500%
New Manufacturing Machinery *(2)*		$9,306,087	$372,243	$46,530	$325,713
Items EXEMPT or NOT TAXED			0.000%	0.000%	
Building Labor *(1)*	50.00%	$0	$0	$0	$0
Land and Existing Real Property*(1)*		$0	$0	$0	$0
Used equipment already owned *(2)*		$0	$0	$0	$0
Pollution Control Equipment *(3)*		$0	$0	$0	$0
Other Labor & Miscellaneous Costs		$0	$0	$0	$0
TOTAL PROJECT VALUE & TOTAL TAXES		$10,856,378	$511,770	$62,033	$449,736

Breakdown by jurisdiction				
	State Taxes	$201,603	$0	$201,603
	County Taxes	$310,167	$62,033	$248,133
	City Taxes	$0	$0	$0

NOTES:

PROJECT CRITERIA: Total project costs are $10,856,378, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $9,306,087; Nonmanufacturing Equipment - $7,587,686 for sales tax purporses. Total project costs are $8,876,159 per Kimberly Carter. Project consists of: Mfg equipment-$7,587,686; Nonmfg equipment-$1,288,473 for property tax

(1) Assume that the percentage of total building cost shown above is for building materials, and the remaining percentage of building cost is for labor. Assume further that all of the building materials cost is subject to sales and use taxes. Labor is not taxable for sales and use taxes in Alabama. Land is not taxable for sales and use taxes in Alabama.

(2) Manufacturing equipment is taxed at a reduced rate in Alabama. Non-manufacturing equipment (including warehouse, computer, furniture & fixtures, etc.) is taxed at the general rate. Used equipment already owned by the company, or purchased from the former owner, is not subject to sales tax. Installation labor, when billed as a separate item, is not subject to sales and use tax.

(3) All equipment, facilities, or materials constructed or acquired primarily for the control, reduction, or elimination of air or water pollution are statutorily exempt from sales and use taxes in Alabama.

(4) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(5) Sales and use tax rates are as follows:

LOCATION	General	Educational	Mfg. Machinery	Educational
Alabama	4.000%	0.000%	1.500%	0.000%
Chambers County	5.000%	1.000%	2.500%	0.500%
Unincorporated	0.000%	0.000%	0.000%	0.000%
TOTALS	9.000%	1.000%	4.000%	0.500%

(6) State sales and use taxes and local non-educational sales and use taxes may be abated if a company meets certain requirements. An abatement of state and local sales and use taxes is granted at the local level, by a City Government, a County Government, or a Public Authority. The non-abatable portions of state and local sales and use taxes are indicated in the chart above.

(7) The sales and use tax abatement is effective the date it is granted by the local granting authority. Therefore, any purchases made prior to the effective date would not qualify for the abatement. The sales and use tax abatement is only available until the project is placed in service, and only for capitalized purchases. The full sales and use tax would be due for periods subsequent to date the project is placed in service.

ALABAMA
PROPERTY TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JOON LLC
Unincorporated, Chambers County, Alabama

	Assessed Value @ 20% of Market Value for Real & Personal	Amount of Tax with NO Abatements @ 0.0425	Amount of Tax with FULL Abatements @ 0.0167	ESTIMATED TAX SAVINGS 0.0258
Year 1	$1,704,223	$72,429	$28,461	**$43,969**
Year 2	$1,668,718	$70,921	$27,868	**$43,053**
Year 3	$1,544,452	$65,639	$25,792	**$39,847**
Year 4	$1,437,938	$61,112	$24,014	**$37,099**
Year 5	$1,295,919	$55,077	$21,642	**$33,435**
Year 6	$1,136,148	$48,286	$18,974	**$29,313**
Year 7	$958,625	$40,742	$16,009	**$24,733**
Year 8	$798,854	$33,951	$13,341	**$20,610**
Year 9	$621,331	$26,407	$10,376	**$16,030**
Year 10	$514,817	$21,880	$8,597	**$13,282**
Totals		$496,444	$195,073	**$301,370**

NOTES:

PROJECT CRITERIA: Total project costs are $10,856,378, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $9,306,087; Nonmanufacturing Equipment - $7,587,686 for sales tax purporses. Total project costs are $8,876,159 per Kimberly Carter. Project consists of: Mfg equipment-$7,587,686; Nonmfg equipment-$1,288,473 for property tax purposes.

(1) For calculation purposes, land is valued at cost, including the current value of any donated land. However, the savings granted by an abatement will vary based upon the assessed value of the land every year. Land is valued at market value, including purchased land and donated land.

(2) Real property is valued on an "observed condition," with reappraisal occurring approximately every 3 to 5 years. For easier calculation, the value of real property will remain constant. However, this figure is likely to change throughout the 10 year abatement period.

(3) All equipment, facilities or materials constructed or acquired primarily for the control, reduction or elimination of air or water pollution are statutorily exempt from property taxes in Alabama. All inventory is statutorily exempt from property taxes in Alabama.

(4) All manufacturing equipment is valued using current trend factors and the applicable economic life for your type of industry. All non-manufacturing equipment is valued using current trend factors and a 10 year economic life, except computers having a 3 year economic life.

(5) All business property is assessed at 20% of market value and taxes are collected by the local tax officials.

(6) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(7) Property tax millage rates:

LOCATION	Full millage	Education Millage	Abatable Millage
Alabama	0.0065	0.0030	0.0035
Chambers County	0.0360	0.0137	0.0223
Unincorporated	0.0000	0.0000	0.0000
TOTALS	0.0425	0.0167	0.0258

(8) Non-educational state and local property taxes may be abated for a period of up to ten years for a qualifying industry. If no bonds are issued, the abatement period begins when the project is placed in service. Therefore, any CIP would be taxable at the full millage rate. In addition, the property would be fully taxable at the end of the abatement period. An abatement is granted at the local level, by a City Government, a County Government, or a Public Authority.

PROJECT JOON LLC

PROPERTY TAX DATA FOR PERSONAL & REAL PROPERTY TAX COMPUTATIONS USING PROJECTIONS OF FUTURE MARKET VALUE

ORIGINAL COST	MANUFACTURING EQUIPMENT	NON-MFG EQUIPMENT	COMPUTER EQUIPMENT		REAL PROPERTY	
	$7,587,686	$1,288,473	$0	$8,876,159	$0	$8,876,159

YEAR	YEAR	10Y 10 YEAR COMPOSITE FACTOR	ME=10Y*Cost MARKET VALUE FOR MFG EQPT	10Y 10 YEAR COMPOSITE FACTOR	NM=10Y*Cost MARKET VALUE FOR NONMFG EQPT	3Y 3 YEAR COMPOSITE FACTOR	CE=3Y*Cost MARKET VALUE FOR COMPUTER EQPT	Pers = ME+NM+CE TOTAL MARKET VALUE FOR PERSONAL PROPERTY	Real TOTAL MARKET VALUE FOR REAL PROPERTY	Pers+Real TOTAL MARKET VALUE FOR PERSONAL & REAL PROPERTY	20% AV=(Pers+Real)*20% ASSESSED VALUE (20%) FOR REAL & PERSONAL PROPERTY	0.0065 * AV STATE TAX WITH NO ABMTS	0.0360 * AV LOCAL TAX WITH NO ABMTS	0.0425 State + Local TOTAL TAX WITH NO ABMTS	0.0030 * AV STATE TAX WITH ABMTS	0.0137 * AV LOCAL TAX WITH ABMTS	0.0167 State + Local TOTAL TAX WITH ABMTS
1	2014	0.96	$7,284,179	0.96	$1,236,934	0.84	$0	$8,521,113	$0	$8,521,113	$1,704,223	$11,077	$61,352	$72,429	$5,113	$23,348	$28,461
2	2015	0.94	$7,132,425	0.94	$1,211,165	0.67	$0	$8,343,589	$0	$8,343,589	$1,668,718	$10,847	$60,074	$70,921	$5,006	$22,861	$27,868
3	2016	0.87	$6,601,287	0.87	$1,120,972	0.44	$0	$7,722,258	$0	$7,722,258	$1,544,452	$10,039	$55,600	$65,639	$4,633	$21,159	$25,792
4	2017	0.81	$6,146,026	0.81	$1,043,663	0.30	$0	$7,189,689	$0	$7,189,689	$1,437,938	$9,347	$51,766	$61,112	$4,314	$19,700	$24,014
5	2018	0.73	$5,539,011	0.73	$940,585	0.20	$0	$6,479,596	$0	$6,479,596	$1,295,919	$8,423	$46,653	$55,077	$3,888	$17,754	$21,642
6	2019	0.64	$4,856,119	0.64	$824,623	0.18	$0	$5,680,742	$0	$5,680,742	$1,136,148	$7,385	$40,901	$48,286	$3,408	$15,565	$18,974
7	2020	0.54	$4,097,350	0.54	$695,775	0.16	$0	$4,793,126	$0	$4,793,126	$958,625	$6,231	$34,511	$40,742	$2,876	$13,133	$16,009
8	2021	0.45	$3,414,459	0.45	$579,813	0.14	$0	$3,994,272	$0	$3,994,272	$798,854	$5,193	$28,759	$33,951	$2,397	$10,944	$13,341
9	2022	0.35	$2,655,690	0.35	$450,966	0.12	$0	$3,106,656	$0	$3,106,656	$621,331	$4,039	$22,368	$26,407	$1,864	$8,512	$10,376
10	2023	0.29	$2,200,429	0.29	$373,657	0.10	$0	$2,574,086	$0	$2,574,086	$514,817	$3,346	$18,533	$21,880	$1,544	$7,053	$8,597
												Property Tax Abatements expire after 10 years.			Property Tax Abatements expire after 10 years.		
11	2024	0.26	$1,972,798	0.26	$335,003	0.10	$0	$2,307,801	$0	$2,307,801	$461,560	$3,000	$16,616	$19,616	$3,000	$16,616	$19,616
12	2025	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
13	2026	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
14	2027	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
15	2028	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
16	2029	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
17	2030	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
18	2031	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
19	2032	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107
20	2033	0.24	$1,821,045	0.24	$309,234	0.10	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$2,769	$15,338	$18,107

RESOLUTION NUMBER 02.02.15.0

This Resolution is made this **2nd day of February 2015**, (the Effective Date) by the Chambers County Commission (the Granting Authority), to **AMEND** a tax abatement for **JOON LLC (d/b/a AJIN USA)** (the Company).

WHEREAS, the Company has announced plans for a (check one):
√ new project or _ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
_ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a **period of 5 (five) years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and
WHEREAS, the construction of the project will involve an **AMENDED** capital investment of **$52,344,884 in Property Tax and $82,875,198 in Sales & Use Tax**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the **Tax Abatement Agreement;**

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and **AMENDED** abatement is hereby granted of (check all that apply):

√ all state and local noneducational property taxes,

√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

_ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 5 (five) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Chambers County Commission of Alabama at a meeting held on the 2nd day of February, 2015.

_____

(Secretary)

Tax Abatement **AMENDED** Agreement

This Abatement Agreement is made this **2nd day of February, 2015**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **JOON LLC (b/b/a AJIN USA)** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 336370, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):
__√__ new project or __major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 31st day of December, 2015; and

WHEREAS, the Project will be located in the County of Chambers (check whichever is applicable)
__ inside the city limits of _____,
__ inside the police jurisdiction of _____,
__√__ outside the city limits and police jurisdiction of all incorporated municipalities located in Chambers County

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
__√__ all state and local noneducational property taxes,
__√__ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the **2nd day of February, 2015** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):
__√__ all state and local noneducational property taxes,
__√__ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

_√_ owned by the entity applying for the abatement,
___ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that a portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424,511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

√ (a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

√ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

___(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

√ (a) If no bonds are to be issued, non-educational property taxes are expected to be approximately **$232,826.20** per year and the maximum period for such abatement shall be valid for a **period of 5 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

_ (b) If bonds are issued, non-educational property taxes are expected to be approximately $___ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning the initial date bonds are issued to finance project.

√ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **$3,151,162** and such abatement shall not extend beyond the date the Project is placed in service.

_ (d) Mortgage and recording taxes are expected to be approximately $0

3. The Company hereby makes the following good faith projections:

(a) **AMENDED** Amount to be invested in the Project: **$52,344,884 for Property Tax and $82,875,198 for Sales & Use Tax**;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 5 Year 2 5 Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially $0 Year 1 $157,800 Year 2 $157,800 Year 3 $0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
___all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

JOON LLC (AJIN USA)
(the Company)

By: _____

Name: Jae IK Jang

Title: CFO

Date: 02-02-15

The Chambers County Commission
(the Granting Authority)

By: _____

Name: David Eastridge

Title: Chairman

Date: 02-02-15

AJIN AMENDED

ALABAMA DEPARTMENT OF REVENUE

Form CO: CAA
7/09

Application to Local Granting Authority for Abatement of Taxes

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 3 6 3 7 0

3. TYPE OF PROJECT:
☒ New Project ☐ Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)
☒ $2,000,000 *OR* ☐ 30% of original cost of existing property, original cost $

5. PROJECT APPLICANT: JOON, LLC
DBA: AJIN USA

6. ADDRESS OF APPLICANT: 1500 County Road 177
CITY: Cusseta
STATE: AL
ZIP CODE: 36852

7. NAME OF CONTACT PERSON: Jae IK Jang
TELEPHONE NUMBER: (334) 782-7183
8. DATE COMPANY ORGANIZED: 02/13/2008

9. PHYSICAL LOCATION OF PROJECT: 1500 County Road 177
CITY *(IF OUTSIDE CITY LIMITS, PLEASE INDICATE)*: Cusseta
COUNTY: AL
ZIP CODE: 36852

10. BRIEF DESCRIPTION OF PROJECT *(PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY)*:
New JIG/fixtures, machinery, equipment & pallets at facility(including owned by HMMA & KMMG)

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 11/1/2013
12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/31/2015
13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/31/2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT:
☒ No ☐ Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT
☒ No ☐ Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1 5	YEAR 1 $157,800	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2 5	YEAR 2 $157,800	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials *only*)	18d	19d
This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e 49,126,549	19e 77,307,868
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f 3,218,335	19f 5,567,330
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g $52,344,884	19g $82,875,198

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Jae IK Jang
NAME (PRINT)

SIGNATURE

CFO
TITLE

12-22-2014
DATE

ST: EX-A2
4/01

ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

Application For
Sales and Use Tax Certificate of Exemption

For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to ***Code of Alabama 1975***, Section 40-9B-1, et seq.

APPLICANT'S LEGAL NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
JOON LLC dba AJIN USA	74-3251234

MAILING ADDRESS
1500 County Road 177

CITY, STATE, AND ZIP
Cusseta, AL 36852

ADDRESS OF THE PROJECT SITE
1500 County Road 177, Cusseta, AL 36852

CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Jae Ik Jang		
BUSINESS PHONE NUMBER	**DATE ABATEMENT WAS GRANTED**	**ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT**
(334) 782-7183		12/31/2015

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Jae Ik Jang
(PLEASE PRINT)

Signature

Title CFO

Date 12-22-2014

Mail to:

Alabama Department of Revenue
Attn: Abatement Program Administrator
P. O. Box 327001,
Montgomery, AL 36132-7001

(334) 242-1175

AJIN USA

Revised Investment Plan (2014~2015)

1. Project Name ; Joon, LLC (DBA: AJIN USA)

2. Project Location : 1500 County Road 177, Cusseta Alabama 36852

3. Background
   AJIN USA filled out the Application to the Local Granting Authority for an Abatement of Taxes on October 16, 2013. The Application was approved and AJIN received the Certificate on December 9, 2013. At that time, AJIN USA planned to make an investment of approximately $43.2M. However, we need to increase our investment by approximately $9.1M for the JFA Project.

   At the time of the Application, AJIN USA calculated the JFA investment assuming that items produced would be the same as previous Projects. Recently KMMG requested AJIN USA to produce a more complex item for the JFA Project. This requires AJIN USA to purchase 52 more robots (for a total of 131 Robots). AJIN USA wants to increase the JFA Project by approximately $9.1M in order to meet KMMG's demands.

   This amendment to AJIN USA's investment will not change any other project investments, nor will it change KMMG's and HMMA's original investment.

4. In-Service Date

Customer	Car Model	Estimated In-Service Date
KMMG	JFA-*New Optima*	August 2015

5. Revised JFA Project Costs

	JIG & Fixture	Assembly Equipment	Pallet & Other	Total
JFA Project(Original)	4,713,923	7,929,022	1,292,743	13,935,688
JFA Project (Amended)	4,431,260	17,319,810	1,292,743	23,043,813
Difference	-282,663	9,390,788	0	9,108,125

6. Projected Number of New Employee for the Project : 10 (No Change)

7. Attachment

   1) Exhibit 1- Revised AJIN Investment Plan (2014-2015)

Revised AJIN Investment Plan (2014-2015)

1. AJIN Investment

■ Original Investment

Customer	Car Model	JIG & Fixture	Assembly Equipment	Pallet & Other	Total
KMMG	AN (T/Gate)	946,927	1,673,351	200,750	2,821,028
	UMA	8,995,155	12,625,637	1,377,106	22,997,898
	JFA	4,713,923	7,929,022	1,292,743	13,935,688
		14,656,005	22,228,010	2,870,600	39,754,615
HMMA	LFA	1,025,964	2,108,445	347,736	3,482,145
Total Investment		15,681,968	24,336,456	3,218,335	43,236,759

■ Amend Investment

Customer	Car Model	JIG & Fixture	Assembly Equipment	Pallet & Other	Total
KMMG	AN (T/Gate)	946,927	1,673,351	200,750	2,821,028
	UMA	8,995,155	12,625,637	1,377,106	22,997,898
	JFA	4,431,260	17,319,810	1,292,743	23,043,813
		14,373,342	31,618,798	2,870,599	48,862,739
HMMA	LFA	1,025,964	2,108,445	347,736	3,482,145
Total Investment		15,399,306	33,727,243	3,218,335	52,344,884

Diff	9,108,125

2. KMMG, HMMA Investment

■ Original investment

Customer	Car Model	Mold	C/F, I/F	Total	Remark
KMMG	AN (T/Gate)	210,000	134,286	344,286	
	UMA	13,049,257	934,934	13,984,191	
	JFA	9,867,537	1,123,251	10,990,788	
		23,126,794	2,192,471	25,319,265	
HMMA	LFA	1,836,190	156,524	1,992,714	
Total Investment		24,962,984	2,348,995	27,311,979	

■ Amend Investment

Customer	Car Model	Mold	C/F, I/F	Total	Remark
KMMG	AN (T/Gate)	210,000	134,286	344,286	
	UMA	13,049,257	934,934	13,984,191	
	JFA	9,867,537	1,123,251	10,990,788	
		23,126,794	2,192,471	25,319,265	
HMMA	LFA	1,836,190	156,524	1,992,714	
Total Investment		24,962,984	2,348,995	27,311,979	

Diff	0

3. Abatement amount on the application

Estimated Investment for Project	Original		Amendment	
	Cost or Value for Property Tax	Cost or Value for Sales Tax	Cost or Value for Property Tax	Cost or Value for Sales Tax
a. Land				
b. Exisiting Building(s)				
c. Exisiting Personal Property				
d. New buildings				
e. New Manufacturing Machinery	40,018,424	64,981,409	49,126,549	77,307,868
f. Other New Personal Property	3,218,335	5,567,330	3,218,335	5,567,330
g. Total	43,236,759	70,548,739	52,344,884	82,875,198

INFORMATION SHEET FOR TAX ANALYSIS

1/23/2015

Prepared by the Alabama Department of Revenue, Office of Economic Development

14:23

USER INPUTS ARE IN BLUE ON THE SCREEN

Project name: **PROJECT JOON**

Location: **Unincorporated, Chambers County, Alabama**

Criteria: *PROJECT CRITERIA: Total project costs for Sales Tax are $82,875,198, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $77,307,868; Nonmanufacturing Equipment - $5,567,330. Total project costs for Property Tax are $52,344,844, per Kimberly Carter: Project costs consist of: Mfg Equipment-$49,126,549; Nonmfg Equipment-$3,218,335.*

Project Cost or Investment Figures

Existing Real Property			$0	
Cost of New Land			$0	
	Value of Donated Land	$0		
Full Cost of New Buildings			$0	
% of building cost for materials for sales tax	50.00%	$0		
		Total Real Property Costs		$0
Total Real Property Value for Property Tax (costs + donated land)			$0	
Manufacturing Equipment (10-year life)				
	New manufacturing equipment		$77,307,868	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment			
	Installation labor	$0		
	Total owned/used manufacturing eqpt.		$0	
		Total Manufacturing Equipment Costs		$77,307,868
Nonmanufacturing Equipment (10-year life)				
	New nonmanufacturing equipment		$5,567,330	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment			
	Installation labor	$0		
	Total owned/used nonmanufacturing eqpt.		$0	
Computer Equipment (3-year life)			$0	
		Total Nonmanufacturing Equipment Costs		$5,567,330
Vehicles (assessed per state manual)				$0
Pollution Control Equipment (exempt from sales & use taxes and property taxes)				$0
Other Labor & Miscellaneous Costs (not taxed for sales tax & not part of property tax value)				$0
TOTAL REAL & PERSONAL PROPERTY INVESTMENT (for Capital Credit)				**$82,875,198**

SALES TAX RATES

		General	Educ Part	Mfg. Mach.	Educ Part
State	**Alabama**	4.000%	0.000%	1.500%	0.000%
County	**Chambers County**	5.000%	1.000%	2.500%	0.500%
City	**Unincorporated**	0.000%	0.000%	0.000%	0.000%
TOTAL	**all jurisdictions**	9.000%	1.000%	4.000%	0.500%

PROPERTY TAX MILLAGE RATES

		Total		Educ Part	
State	**Alabama**	0.0065		0.0030	
County	**Chambers County**	0.0360	local total	0.0137	local total
City	**Unincorporated**	0.0000	0.0360	0.0000	0.0137
TOTAL	**all jurisdictions**	**0.0425**		**0.0167**	

ALABAMA INCOME TAX CAPITAL CREDIT
Summary of Annual Credit Available

PROJECT JOON
Unincorporated, Chambers County, Alabama

Capital Credit Available *(1) (2) (3)*

Year 1	$4,143,760
Year 2	$4,143,760
Year 3	$4,143,760
Year 4	$4,143,760
Year 5	$4,143,760
Year 6	$4,143,760
Year 7	$4,143,760
Year 8	$4,143,760
Year 9	$4,143,760
Year 10	$4,143,760
Year 11	$4,143,760
Year 12	$4,143,760
Year 13	$4,143,760
Year 14	$4,143,760
Year 15	$4,143,760
Year 16	$4,143,760
Year 17	$4,143,760
Year 18	$4,143,760
Year 19	$4,143,760
Year 20	$4,143,760
	$82,875,198

NOTES:

PROJECT CRITERIA: Total project costs for Sales Tax are $82,875,198, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $77,307,868; Nonmanufacturing Equipment - $5,567,330. Total project costs for Property Tax are $52,344,844, per Kimberly Carter. Project costs consist of: Mfg Equipment-$49,126,549; Nonmfg Equipment-$3,218,335.

(1) It is assumed this project will meet the qualifications for the capital credit. A capital credit equal to five percent (5%) of the capital costs of the project is available to qualifying projects. This credit must be applied against, and is limited to, the Alabama income tax liability attributable to income generated by or arising out of the project. Since specific information was not provided, it is assumed that the project is placed in service on January 1. Therefore, the credit is not prorated for the first tax year. If the credit is prorated for the first year, the full 20 years of credit is still available because the remaining months will be available as the final year.

(2) The capital credit does not begin until the project is placed in service. If the project is a "phased" project, the credit will not begin until the last phase of the project is placed in service. Projects with at least $100M in capital costs and at least 100 jobs can delay the start of the capital credit up to three years after the project is placed in service, and can carry the credit forward up to four years based on capital

(3) There are four statutory requirements for new and/or expansion projects:

1. Business Activity Requirement as defined in Section 40-18-190: Industrial, warehousing or research activity; headquarters facilities (NAICS 551114); data processing centers; warehousing activity projects (NAICS 493); renewable energy facilities; research & development facilities; projects owned by utilities that produce electricity from alternative energy resources; or projects owned by utilities that produce electricity from hydropower production.

2. Capital Costs which are not less than $100,000,000 for alternative energy resources electricity production; $5,000,000 for warehousing activity projects and hydropower electricity production; $2,000,000 for industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and headquarters facilities; $1,000,000 for small business addition projects; $500,000 for projects located in favored geographic areas, except headquarters facilities, warehousing activity projects and utility owned projects. Donated land, if any, is not included in capital costs. Capital costs under an operating lease cannot be included unless the

3. A minimum job creation for new employees of: 50 at headquarters facilities and warehousing activity projects; 20 at industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and utility owned projects; 15 at small business addition projects; 5 at projects located in favored geographic areas, except headquarters facilities and warehousing activity projects. New employees are those persons who have not previously been employed at the project site or have not been employed by the investing company or companies in this state. Projects, except warehousing activity projects, must create the minimum jobs no later than one year from placing the project in service and must maintain the minimum jobs requirement throughout the life of the credit. Warehousing activity projects have two years from placing the project in service to meet the employee and wage requirements.

4. Average hourly wage of all new employees at project (for calendar year 2014):

For projects located in favored geographic areas, the lesser of $12.97 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located.

For all other projects, the lesser of $16.20 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located. All new employees at the project must meet the minimum average wage requirement no later than one year from placing the project in service and must maintain the minimum average wage requirement for new employees throughout the life of the credit.

ALABAMA
SALES AND USE TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JOON
Unincorporated, Chambers County, Alabama

		Cost	Amount of Tax with NO Abatements (4)(5)(6)(7)	Amount of Tax with FULL Abatements (4)(5)(6)(7)	TAX SAVINGS
Items Taxed at GENERAL Sales & Use Tax Rates			9.000%	1.000%	8.000%
Building Materials *(1)*	50.00%	$0	$0	$0	$0
New Non-manufacturing Equipment *(2)*		$5,567,330	$501,060	$55,673	$445,386
Items Taxed at MANUFACTURING Rates			4.000%	0.500%	3.500%
New Manufacturing Machinery *(2)*		$77,307,868	$3,092,315	$386,539	$2,705,775
Items EXEMPT or NOT TAXED			0.000%	0.000%	
Building Labor *(1)*	50.00%	$0	$0	$0	$0
Land and Existing Real Property*(1)*		$0	$0	$0	$0
Used equipment already owned *(2)*		$0	$0	$0	$0
Pollution Control Equipment *(3)*		$0	$0	$0	$0
Other Labor & Miscellaneous Costs		$0	$0	$0	$0
TOTAL PROJECT VALUE & TOTAL TAXES		$82,875,198	$3,593,374	$442,213	$3,151,162

Breakdown by jurisdiction	State Taxes	$1,382,311	$0	$1,382,311
	County Taxes	$2,211,063	$442,213	$1,768,851
	City Taxes	$0	$0	$0

NOTES:

PROJECT CRITERIA: Total project costs for Sales Tax are $82,875,198, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $77,307,868; Nonmanufacturing Equipment - $5,567,330. Total project costs for Property Tax are $52,344,844, per Kimberly Carter: Project costs consist of: Mfg Equipment-$49,126,549; Nonmfg Equipment-

(1) Assume that the percentage of total building cost shown above is for building materials, and the remaining percentage of building cost is for labor. Assume further that all of the building materials cost is subject to sales and use taxes. Labor is not taxable for sales and use taxes in Alabama. Land is not taxable for sales and use taxes in Alabama.

(2) Manufacturing equipment is taxed at a reduced rate in Alabama. Non-manufacturing equipment (including warehouse, computer, furniture & fixtures, etc.) is taxed at the general rate. Used equipment already owned by the company, or purchased from the former owner, is not subject to sales tax. Installation labor, when billed as a separate item, is not subject to sales and use tax.

(3) All equipment, facilities, or materials constructed or acquired primarily for the control, reduction, or elimination of air or water pollution are statutorily exempt from sales and use taxes in Alabama.

(4) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(5) Sales and use tax rates are as follows:

LOCATION	General	Educational	Mfg. Machinery	Educational
Alabama	4.000%	0.000%	1.500%	0.000%
Chambers County	5.000%	1.000%	2.500%	0.500%
Unincorporated	0.000%	0.000%	0.000%	0.000%
TOTALS	9.000%	1.000%	4.000%	0.500%

(6) State sales and use taxes and local non-educational sales and use taxes may be abated if a company meets certain requirements. An abatement of state and local sales and use taxes is granted at the local level, by a City Government, a County Government, or a Public Authority. The non-abatable portions of state and local sales and use taxes are indicated in the chart above.

(7) The sales and use tax abatement is effective the date it is granted by the local granting authority. Therefore, any purchases made prior to the effective date would not qualify for the abatement. The sales and use tax abatement is only available until the project is placed in service, and only for capitalized purchases. The full sales and use tax would be due for periods subsequent to date the project is placed in service.

ALABAMA
PROPERTY TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JOON
Unincorporated, Chambers County, Alabama

	Assessed Value @ 20% of Market Value for Real & Personal	Amount of Tax with NO Abatements @ 0.0425	Amount of Tax with FULL Abatements @ 0.0167	ESTIMATED TAX SAVINGS 0.0258
Year 1	$10,050,218	$427,134	$167,839	$259,296
Year 2	$9,840,838	$418,236	$164,342	$253,894
Year 3	$9,108,010	$387,090	$152,104	$234,987
Year 4	$8,479,871	$360,395	$141,614	$218,781
Year 5	$7,642,353	$324,800	$127,627	$197,173
Year 6	$6,700,145	$284,756	$111,892	$172,864
Year 7	$5,653,247	$240,263	$94,409	$145,854
Year 8	$4,711,040	$200,219	$78,674	$121,545
Year 9	$3,664,142	$155,726	$61,191	$94,535
Year 10	$3,036,003	$129,030	$50,701	$78,329
Totals		$2,927,649	$1,150,394	$1,777,255

NOTES: Property Tax investment is less than the Sales Tax investment per Kimberly Carter

PROJECT CRITERIA: Total project costs for Sales Tax are $82,875,198, per Kimberly Carter with the Chambers County Development Authority. Project costs consist of: Manufacturing Equipment - $77,307,868; Nonmanufacturing Equipment - $5,567,330. Total project costs for Property Tax are $52,344,844, per Kimberly Carter. Project costs consist of: Mfg Equipment-$49,126,549; Nonmfg Equipment-$3,218,335.

(1) For calculation purposes, land is valued at cost, including the current value of any donated land. However, the savings granted by an abatement will vary based upon the assessed value of the land every year. Land is valued at market value, including purchased land and donated land.

(2) Real property is valued on an "observed condition," with reappraisal occurring approximately every 3 to 5 years. For easier calculation, the value of real property will remain constant. However, this figure is likely to change throughout the 10 year abatement period.

(3) All equipment, facilities or materials constructed or acquired primarily for the control, reduction or elimination of air or water pollution are statutorily exempt from property taxes in Alabama. All inventory is statutorily exempt from property taxes in Alabama.

(4) All manufacturing equipment is valued using current trend factors and the applicable economic life for your type of industry. All non-manufacturing equipment is valued using current trend factors and a 10 year economic life, except computers having a 3 year economic life.

(5) All business property is assessed at 20% of market value and taxes are collected by the local tax officials.

(6) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(7) Property tax millage rates:

LOCATION	Full millage	Education Millage	Abatable Millage
Alabama	0.0065	0.0030	0.0035
Chambers County	0.0360	0.0137	0.0223
Unincorporated	0.0000	0.0000	0.0000
TOTALS	0.0425	0.0167	0.0258

(8) Non-educational state and local property taxes may be abated for a period of up to ten years for a qualifying industry. If no bonds are issued, the abatement period begins when the project is placed in service. Therefore, any CIP would be taxable at the full millage rate. In addition, the property would be fully taxable at the end of the abatement period. An abatement is granted at the local level, by a City Government, a County Government, or a Public Authority.

PROJ... JOON

PROPERTY TAX DATA FOR PERSONAL & REAL PROPERTY TAX COMPUTATIONS USING PROJECTIONS OF FUTURE MARKET VALUE

AL COST	MANUFACTURING EQUIPMENT	NON-MFG EQUIPMENT	COMPUTER EQUIPMENT		REAL PROPERTY	
	$49,126,549	$3,218,335	$0	$52,344,884	$0	$52,344,884

YEAR	10Y 10 YEAR COMPOSITE FACTOR	ME=10Y*Cost MARKET VALUE FOR MFG EQPT	10Y 10 YEAR COMPOSITE FACTOR	NM=10Y*Cost MARKET VALUE FOR NONMFG EQPT	3Y 3 YEAR COMPOSITE FACTOR	CE=3Y*Cost MARKET VALUE FOR COMPUTER EQPT	Pers = ME+NM+CE TOTAL MARKET VALUE FOR PERSONAL PROPERTY	Real TOTAL MARKET VALUE FOR REAL PROPERTY	Pers+Real TOTAL MARKET VALUE FOR PERSONAL & REAL PROPERTY	20% AV=(Pers+Real)*20% ASSESSED VALUE (20%) FOR REAL & PERSONAL PROPERTY
2014	0.96	$47,161,487	0.96	$3,089,602	0.84	$0	$50,251,089	$0	$50,251,089	$10,050,218
2015	0.94	$46,178,956	0.94	$3,025,235	0.67	$0	$49,204,191	$0	$49,204,191	$9,840,838
2016	0.87	$42,740,098	0.87	$2,799,951	0.44	$0	$45,540,049	$0	$45,540,049	$9,108,010
2017	0.81	$39,792,505	0.81	$2,606,851	0.30	$0	$42,399,356	$0	$42,399,356	$8,479,871
2018	0.73	$35,862,381	0.73	$2,349,385	0.20	$0	$38,211,765	$0	$38,211,765	$7,642,353
2019	0.64	$31,440,991	0.64	$2,059,734	0.18	$0	$33,500,726	$0	$33,500,726	$6,700,145
2020	0.54	$26,528,336	0.54	$1,737,901	0.16	$0	$28,266,237	$0	$28,266,237	$5,653,247
2021	0.45	$22,106,947	0.45	$1,448,251	0.14	$0	$23,555,198	$0	$23,555,198	$4,711,040
2022	0.35	$17,194,292	0.35	$1,126,417	0.12	$0	$18,320,709	$0	$18,320,709	$3,664,142
2023	0.29	$14,246,699	0.29	$933,317	0.10	$0	$15,180,016	$0	$15,180,016	$3,036,003
2024	0.26	$12,772,903	0.26	$836,767	0.10	$0	$13,609,670	$0	$13,609,670	$2,721,934
2025	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2026	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2027	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2028	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2029	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2030	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2031	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2032	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554
2033	0.24	$11,790,372	0.24	$772,400	0.10	$0	$12,562,772	$0	$12,562,772	$2,512,554

YEAR	0.0065 * AV STATE TAX WITH NO ABMTS	0.0360 * AV LOCAL TAX WITH NO ABMTS	0.0425 State + Local TOTAL TAX WITH NO ABMTS	0.0030 * AV STATE TAX WITH ABMTS	0.0137 * AV LOCAL TAX WITH ABMTS	0.0167 State + Local TOTAL TAX WITH ABMTS
2014	$65,326	$361,808	$427,134	$30,151	$137,688	$167,839
2015	$63,965	$354,270	$418,236	$29,523	$134,819	$164,342
2016	$59,202	$327,888	$387,090	$27,324	$124,780	$152,104
2017	$55,119	$305,275	$360,395	$25,440	$116,174	$141,614
2018	$49,675	$275,125	$324,800	$22,927	$104,700	$127,627
2019	$43,551	$241,205	$284,756	$20,100	$91,792	$111,892
2020	$36,746	$203,517	$240,263	$16,960	$77,449	$94,409
2021	$30,622	$169,597	$200,219	$14,133	$64,541	$78,674
2022	$23,817	$131,909	$155,726	$10,992	$50,199	$61,191
2023	$19,734	$109,296	$129,030	$9,108	$41,593	$50,701
	Property Tax Abatements expire after 10 years.			Property Tax Abatements expire after 10 years.		
2024	$17,693	$97,990	$115,682	$17,693	$97,990	$115,682
2025	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2026	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2027	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2028	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2029	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2030	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2031	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2032	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784
2033	$16,332	$90,452	$106,784	$16,332	$90,452	$106,784

RESOLUTION NUMBER 02.02.15.2

This Resolution is made this **2nd day of February 2015**, (the Effective Date) by the Chambers County Commission (the Granting Authority), to a tax abatement for **JH INDUSTRY INC. (d/b/a WOOSHIN USA)** (the Company).

WHEREAS, the Company has announced plans for a (check one):
_ new project or √ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
_ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local non-educational property taxes (if applicable) be extended for a **period of 5 (five) years**, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and
WHEREAS, the construction of the project will involve an capital investment of **$2,219,040**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the **Tax Abatement Agreement;**

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

√ all state and local noneducational property taxes,

√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

_ all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of the abatement for the noneducational property taxes (if applicable) shall extend for a **period of 5 (five) years** measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Chambers County Commission of Alabama at a meeting held on the 2nd day of February, 2015.

_____

(Secretary)

Tax Abatement Agreement

This Abatement Agreement is made this **2nd day of February, 2015**, (the Effective Date) by and between the Chambers County Commission (the Granting Authority), and **JH INDUSTRY (d/b/a WOOSHIN USA)** (the Company), its successors and assigns.

WHEREAS, the Company's NAICS Code, 336370, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(a)(10), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):
___ new project or √ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by the 15th day of December, 2015; and

WHEREAS, the Project will be located in the County of Chambers (check whichever is applicable)
_ inside the city limits of _____,
_ inside the police jurisdiction of _____,
√ outside the city limits and police jurisdiction of all incorporated municipalities located in Chambers County; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the **2nd day of February, 2015** (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):
√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
__all mortgage and recording taxes; and

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

_√_ owned by the entity applying for the abatement,
___ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that a portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of all construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in the 2007 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33; Subsectors 423, 424,511, and 927; Industry Groups 5417, 5415, and 5182 (without regard to the premise that data processing and related services be performed in conjunction with a third party); Industries 11331 and 48691; and National Industries 115111, 517110, 541380, and 561422 (other than establishments that originate telephone calls) and includes such trades and businesses as may be hereafter reclassified in any subsequent publication of the North American Industry Classification System or other industry classification system developed in conjunction with the United States Department of Commerce, or any process or treatment facility which recycles, reclaims, or converts any materials, which include solids, liquids, or gases, to a reusable product; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local non-educational property taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) $2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

√ (a) Noneducational Property Taxes: all property taxes that are not required to be used for educational purposes or for capital improvements for education;

√ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

___(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

√ (a) If no bonds are to be issued, non-educational property taxes are expected to be approximately **$9,870.20** per year and the maximum period for such abatement shall be valid for a **period of 5 years**, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

_ (b) If bonds are issued, non-educational property taxes are expected to be approximately $___ per year and the maximum period for such abatement shall be valid for a period of 10 years, beginning the initial date bonds are issued to finance project.

√ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **$105,449** and such abatement shall not extend beyond the date the Project is placed in service.

_ (d) Mortgage and recording taxes are expected to be approximately $

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: **$2,219,040**;

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 0 Year 1 10 Year 2 0 Year 3 0;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially $0 Year 1 $271,973 Year 2 $0 Year 3 $0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two *(Note: This attachment shall include the application for abatement)*, are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

√ all state and local noneducational property taxes,
√ all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
___all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

JH INDUSTRY (WOOSHIN USA)	The Chambers County Commission
(the Company)	(the Granting Authority)
By: _____	By: _____
Name: Jae IK Jang	Name: David Eastridge
Title: CFO	Title: Chairman
Date: 02-02-15	Date: 02-02-15

Wooshin New

ALABAMA DEPARTMENT OF REVENUE

Form CO: CAA 7/09

Application to Local Granting Authority for Abatement of Taxes

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR: [X] Sales & Use Taxes [X] Property Taxes [ ] Mortgage & Recording Taxes

2. PROJECT NAICS CODE: 3 3 6 3 7 0

3. TYPE OF PROJECT: [ ] New Project [X] Major Addition To An Existing Facility

4. DOES MAJOR ADDITION EQUAL THE LESSER OF (CHECK APPLICABLE BOX): [X] $2,000,000 OR [ ] 80% of original cost of existing property, original cost $

5. PROJECT APPLICANT: JH Industry, Inc. DBA: Wooshin USA

6. ADDRESS OF APPLICANT: 1450 County Road 177

CITY: Cusseta STATE: AL ZIP CODE: 36852

7. NAME OF CONTACT PERSON: Jae Ik Jang TELEPHONE NUMBER: (334) 782-7183 8. DATE COMPANY ORGANIZED: 07/11/2011

9. PHYSICAL LOCATION OF PROJECT: 1450 County Road 177

CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): Cusseta COUNTY: Chambers ZIP CODE: 36852

10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY): New products of metal stamping to meet customer's demand.

11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: 2/1/2015

12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: 12/15/2015

13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: 12/15/2015

14. HAVE BONDS BEEN ISSUED FOR PROJECT: [X] No [ ] Yes If yes, date bonds issued:

15. WILL BONDS BE ISSUED FOR PROJECT: [X] No [ ] Yes If yes, projected date of issue:

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY	a. Land (if donated, show market value)	18a	XXXXXXXXXX
YEAR 1: 10	YEAR 1: $271,973	b. Existing Building(s) (if any)	18b	XXXXXXXXXX
YEAR 2	YEAR 2	c. Existing Personal Property (if any)	18c	XXXXXXXXXX
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	18d	19d
This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e 1,601,647	19e 1,601,647
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f 617,393	19f 617,393
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT, SALES TAX TOTAL WILL BE LESS.)	18g $2,219,040	19g $2,219,040

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Jae Ik Jang
NAME (PRINT)

SIGNATURE

CFO
TITLE

12-23-2014
DATE

ST: EX-A2
9/11

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
Application For
Sales and Use Tax Certificate of Exemption
For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to *Code of Alabama 1975*, Section 40-9B-1, et seq.

APPLICANT'S LEGAL NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
JH Industry, Inc. D/B/A Wooshin USA	45-2766591

MAILING ADDRESS

1450 County Road 177

CITY, STATE, AND ZIP

Cusseta, AL, 36852

ADDRESS OF THE PROJECT SITE

1450 County Road 177, Cusseta, AL 36852

CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Jae Ik Jang		
BUSINESS PHONE NUMBER	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT
(334) 782-7183		12/15/2015

A prime contractor must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A contractor or subcontractor must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Jae Ik Jang
(PLEASE PRINT)

Signature

Title CFO

Date 12-23-2014

Mail to:

Alabama Department of Revenue
Attn: Abatement Program Administrator
P. O. Box 327001
Montgomery, AL 36132-7001

(334) 242-1175

WOOSHIN USA
JH Industry, Inc.

New Investment Plan (2015~2016)

1. Project Name : JH Industry, Inc. (DBA: WOOSHIN USA)

2. Project Location : 1450 County Road 177, Cusseta Alabama 36852

3. Project Overview

   HMMA will launch a new car model (New Elantra) starting in 2015 with an estimated In-Service Date in 2015. WOOSHIN USA will support JOON, LLC., the Tier 1 supplier to KMMG to meet its customer demands. To meet customer demands, WOOSHIN USA will need to make investments of approximately $2.2M. This investment will also include JIG/Fixtures, Machinery and Equipment and Pallets.

4. Expected customer

   Joon LLC d/b/a AJIN USA (AJIN is the Tier 1 Supplier to KMMG)

5. In-Service Date

Customer	Car Model	Estimated In-Serivce Date
Joon, LLC	ADA-*New Elantra*	12/15/2015

6. Estimated Project Costs -$2,219,040 (Refer to the Exhibit 1 for the Details)

Customer	Car Model	JIG & Fixture	Assembly Equipment	Pallet & Other	Total
Joon, LLC	ADA	526,587	1,075,060	617,393	2,219,040

7. Forecast Sales from 2015 to 2016

Sale Type	Customer	Car Model	2015	2016	Total
Product Sale	Joon, LLC	ADA	1,834,059	25,945,294	27,779,353

8. Projected Number of New Employee for the Project : 10

WOOSHIN USA
JH Industry, Inc.

9. Attachment

1) Exhibit 1- Wooshin Investment Plan (2015)

1450 County Road 177 Cusseta, AL 36852 ● 334-756-5101 ● FAX 334-756-5169

▣ Wooshin USA New Investment Plan(2015)

(Unit:$)

Customer	Car Model	In-Service Date	JIG & Fixture			Assembly Equipment					Other			Total
			JIG	Fixture	Sub-Total	Robot	Welding Machine	Sealer	GUN	Sub-Total	Pallets	Utilities & Other	Sub-Total	
Joon, LLC.	ADA	Dec. 2015.	510,481	16,106	526,587	653,382	138,370	220,629	62,679	1,075,060	322,118	295,275	617,393	2,219,040
Total Investment			510,481	16,106	526,587	653,382	138,370	220,629	62,679	1,075,060	322,118	295,275	617,393	2,219,040

INFORMATION SHEET FOR TAX ANALYSIS

1/23/2015

Prepared by the Alabama Department of Revenue, Office of Economic Development

14:21

USER INPUTS ARE IN BLUE ON THE SCREEN

Project name: **PROJECT JH INDUSTRY**

Location: **Unincorporated, Chambers County, Alabama**

Criteria:

PROJECT CRITERIA: Total project costs are $2,219,040, per Kimberly Carter with Chambers County Development Authority. Project costs consist of: Land - $0; Building - $0; Manufacturing Equipment - $1,601,647; Nonmanufacturing Equipment - $617,393; and other costs - $0.

Project Cost or Investment Figures

Existing Real Property			$0	
Cost of New Land			$0	
	Value of Donated Land	$0		
Full Cost of New Buildings			$0	
% of building cost for materials for sales tax	50.00%	$0		
		Total Real Property Costs		$0
Total Real Property Value for Property Tax (costs + donated land)			$0	
Manufacturing Equipment (10-year life)				
	New manufacturing equipment		$1,601,647	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment	$0		
	Installation labor	$0		
	Total owned/used manufacturing eqpt.		$0	
		Total Manufacturing Equipment Costs		$1,601,647
Nonmanufacturing Equipment (10-year life)				
	New nonmanufacturing equipment		$617,393	
	Item 2		$0	
	Item 3		$0	
	Equipment costs not subject to sales and use tax			
	Transferred/used equipment	$0		
	Installation labor	$0		
	Total owned/used nonmanufacturing eqpt.		$0	
Computer Equipment (3-year life)			$0	
		Total Nonmanufacturing Equipment Costs		$617,393
Vehicles (assessed per state manual)				$0
Pollution Control Equipment (exempt from sales & use taxes and property taxes)				$0
Other Labor & Miscellaneous Costs (not taxed for sales tax & not part of property tax value)				$0
TOTAL REAL & PERSONAL PROPERTY INVESTMENT (for Capital Credit)				$2,219,040

SALES TAX RATES

		General	Educ Part	Mfg. Mach.	Educ Part
State	Alabama	4.000%	0.000%	1.500%	0.000%
County	Chambers County	5.000%	1.000%	2.500%	0.500%
City	Unincorporated	0.000%	0.000%	0.000%	0.000%
TOTAL	all jurisdictions	9.000%	1.000%	4.000%	0.500%

PROPERTY TAX MILLAGE RATES

		Total		Educ Part	
State	Alabama	0.0065		0.0030	
County	Chambers County	0.0360	local total	0.0137	local total
City	Unincorporated	0.0000	0.0360	0.0000	0.0137
TOTAL	all jurisdictions	0.0425		0.0167	

ALABAMA INCOME TAX CAPITAL CREDIT
Summary of Annual Credit Available

PROJECT JH INDUSTRY
Unincorporated, Chambers County, Alabama

Capital Credit Available *(1) (2) (3)*	
Year 1	$110,952
Year 2	$110,952
Year 3	$110,952
Year 4	$110,952
Year 5	$110,952
Year 6	$110,952
Year 7	$110,952
Year 8	$110,952
Year 9	$110,952
Year 10	$110,952
Year 11	$110,952
Year 12	$110,952
Year 13	$110,952
Year 14	$110,952
Year 15	$110,952
Year 16	$110,952
Year 17	$110,952
Year 18	$110,952
Year 19	$110,952
Year 20	$110,952
	$2,219,040

'OTES:

PROJECT CRITERIA: Total project costs are $2,219,040, per Kimberly Carter with Chambers County Development Authority. Project costs consist of: Land - $0; Building - $0; Manufacturing Equipment - $1,601,647; Nonmanufacturing Equipment - $617,393; and other costs - $0.

(1) It is assumed this project will meet the qualifications for the capital credit. A capital credit equal to five percent (5%) of the capital costs of the project is available to qualifying projects. This credit must be applied against, and is limited to, the Alabama income tax liability attributable to income generated by or arising out of the project. Since specific information was not provided, it is assumed that the project is placed in service on January 1. Therefore, the credit is not prorated for the first tax year. If the credit is prorated for the first year, the full 20 years of credit is still available because the remaining months will be available as the final year.

(2) The capital credit does not begin until the project is placed in service. If the project is a "phased" project, the credit will not begin until the last phase of the project is placed in service. Projects with at least $100M in capital costs and at least 100 jobs can delay the start of the capital credit up to three years after the project is placed in service, and can carry the credit forward up to four years based on capital

(3) There are four statutory requirements for new and/or expansion projects:

1. Business Activity Requirement as defined in Section 40-18-190: Industrial, warehousing or research activity; headquarters facilities (NAICS 551114); data processing centers; warehousing activity projects (NAICS 493); renewable energy facilities; research & development facilities; projects owned by utilities that produce electricity from alternative energy resources; or projects owned by utilities that produce electricity from hydropower production.

2. Capital Costs which are not less than $100,000,000 for alternative energy resources electricity production; $5,000,000 for warehousing activity projects and hydropower electricity production; $2,000,000 for industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and headquarters facilities; $1,000,000 for small business addition projects; $500,000 for projects located in favored geographic areas, except headquarters facilities, warehousing activity projects and utility owned projects. Donated land, if any, is not included in capital costs. Capital costs under an operating lease cannot be included unless the

3. A minimum job creation for new employees of: 50 at headquarters facilities and warehousing activity projects; 20 at industrial, warehousing or research activity projects, data processing centers, research & development facilities, renewable energy projects and utility owned projects; 15 at small business addition projects; 5 at projects located in favored geographic areas, except headquarters facilities and warehousing activity projects. New employees are those persons who have not previously been employed at the project site or have not been employed by the investing company or companies in this state. Projects, except warehousing activity projects, must create the minimum jobs no later than one year from placing the project in service and must maintain the minimum jobs requirement throughout the life of the credit. Warehousing activity projects have two years from placing the project in service to meet the employee and wage requirements.

4. Average hourly wage of all new employees at project (for calendar year 2014):

For projects located in favored geographic areas, the lesser of $12.97 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located.

For all other projects, the lesser of $16.20 per hour, indexed annually as provided in Section 25-5-68, Code of Alabama 1975, or the average hourly wage of the county where qualifying project is located. All new employees at the project must meet the minimum average wage requirement no later than one year from placing the project in service and must maintain the minimum average wage requirement for new employees throughout the life of the credit.

ALABAMA
SALES AND USE TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JH INDUSTRY
Unincorporated, Chambers County, Alabama

		Cost	Amount of Tax with NO Abatements (4)(5)(6)(7)	Amount of Tax with FULL Abatements (4)(5)(6)(7)	TAX SAVINGS
Items Taxed at GENERAL Sales & Use Tax Rates			9.000%	1.000%	8.000%
Building Materials *(1)*	50.00%	$0	$0	$0	$0
New Non-manufacturing Equipment *(2)*		$617,393	$55,565	$6,174	$49,391
Items Taxed at MANUFACTURING Rates			4.000%	0.500%	3.500%
New Manufacturing Machinery *(2)*		$1,601,647	$64,066	$8,008	$56,058
Items EXEMPT or NOT TAXED			0.000%	0.000%	
Building Labor *(1)*	50.00%	$0	$0	$0	$0
Land and Existing Real Property*(1)*		$0	$0	$0	$0
Used equipment already owned *(2)*		$0	$0	$0	$0
Pollution Control Equipment *(3)*		$0	$0	$0	$0
Other Labor & Miscellaneous Costs		$0	$0	$0	$0
TOTAL PROJECT VALUE & TOTAL TAXES		$2,219,040	$119,631	$14,182	$105,449
Breakdown by jurisdiction		State Taxes	$48,720	$0	$48,720
		County Taxes	$70,911	$14,182	$56,729
		City Taxes	$0	$0	$0

NOTES:

PROJECT CRITERIA: Total project costs are $2,219,040, per Kimberly Carter with Chambers County Development Authority. Project costs consist of: Land - $0; Building - $0; Manufacturing Equipment - $1,601,647; Nonmanufacturing Equipment - $617,393; and other costs - $0.

(1) Assume that the percentage of total building cost shown above is for building materials, and the remaining percentage of building cost is for labor. Assume further that all of the building materials cost is subject to sales and use taxes. Labor is not taxable for sales and use taxes in Alabama. Land is not taxable for sales and use taxes in Alabama.

(2) Manufacturing equipment is taxed at a reduced rate in Alabama. Non-manufacturing equipment (including warehouse, computer, furniture & fixtures, etc.) is taxed at the general rate. Used equipment already owned by the company, or purchased from the former owner, is not subject to sales tax. Installation labor, when billed as a separate item, is not subject to sales and use tax.

(3) All equipment, facilities, or materials constructed or acquired primarily for the control, reduction, or elimination of air or water pollution are statutorily exempt from sales and use taxes in Alabama.

(4) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(5) Sales and use tax rates are as follows:

LOCATION	General	Educational	Mfg. Machinery	Educational
Alabama	4.000%	0.000%	1.500%	0.000%
Chambers County	5.000%	1.000%	2.500%	0.500%
Unincorporated	0.000%	0.000%	0.000%	0.000%
TOTALS	9.000%	1.000%	4.000%	0.500%

(6) State sales and use taxes and local non-educational sales and use taxes may be abated if a company meets certain requirements. An abatement of state and local sales and use taxes is granted at the local level, by a City Government, a County Government, or a Public Authority. The non-abatable portions of state and local sales and use taxes are indicated in the chart above.

(7) The sales and use tax abatement is effective the date it is granted by the local granting authority. Therefore, any purchases made prior to the effective date would not qualify for the abatement. The sales and use tax abatement is only available until the project is placed in service, and only for capitalized purchases. The full sales and use tax would be due for periods subsequent to date the project is placed in service.

ALABAMA
PROPERTY TAX SAVINGS
WITH ABATEMENTS
(Estimated from best information available)

PROJECT JH INDUSTRY
Unincorporated, Chambers County, Alabama

	Assessed Value @ 20% of Market Value for Real & Personal	Amount of Tax with NO Abatements @ 0.0425	Amount of Tax with FULL Abatements @ 0.0167	ESTIMATED TAX SAVINGS 0.0258
Year 1	$426,056	$18,107	$7,115	**$10,992**
Year 2	$417,180	$17,730	$6,967	**$10,763**
Year 3	$386,113	$16,410	$6,448	**$9,962**
Year 4	$359,484	$15,278	$6,003	**$9,275**
Year 5	$323,980	$13,769	$5,410	**$8,359**
Year 6	$284,037	$12,072	$4,743	**$7,328**
Year 7	$239,656	$10,185	$4,002	**$6,183**
Year 8	$199,714	$8,488	$3,335	**$5,153**
Year 9	$155,333	$6,602	$2,594	**$4,008**
Year 10	$128,704	$5,470	$2,149	**$3,321**
Totals		$124,111	$48,768	**$75,343**

NOTES:

PROJECT CRITERIA: Total project costs are $2,219,040, per Kimberly Carter with Chambers County Development Authority. Project costs consist of: Land - $0; Building - $0; Manufacturing Equipment - $1,601,647; Nonmanufacturing Equipment - $617,393; and other costs - $0.

(1) For calculation purposes, land is valued at cost, including the current value of any donated land. However, the savings granted by an abatement will vary based upon the assessed value of the land every year. Land is valued at market value, including purchased land and donated land.

(2) Real property is valued on an "observed condition," with reappraisal occurring approximately every 3 to 5 years. For easier calculation, the value of real property will remain constant. However, this figure is likely to change throughout the 10 year abatement period.

(3) All equipment, facilities or materials constructed or acquired primarily for the control, reduction or elimination of air or water pollution are statutorily exempt from property taxes in Alabama. All inventory is statutorily exempt from property taxes in Alabama.

(4) All manufacturing equipment is valued using current trend factors and the applicable economic life for your type of industry. All non-manufacturing equipment is valued using current trend factors and a 10 year economic life, except computers having a 3 year economic life.

(5) All business property is assessed at 20% of market value and taxes are collected by the local tax officials.

(6) Project criteria show that the site will be located inside the city limits of: Unincorporated, Chambers County, Alabama

(7) Property tax millage rates:

LOCATION	Full millage	Education Millage	Abatable Millage
Alabama	0.0065	0.0030	0.0035
Chambers County	0.0360	0.0137	0.0223
Unincorporated	0.0000	0.0000	0.0000
TOTALS	0.0425	0.0167	0.0258

(8) Non-educational state and local property taxes may be abated for a period of up to ten years for a qualifying industry. If no bonds are issued, the abatement period begins when the project is placed in service. Therefore, any CIP would be taxable at the full millage rate. In addition, the property would be fully taxable at the end of the abatement period. An abatement is granted at the local level, by a City Government, a County Government, or a Public Authority.

PROJECT JH INDUSTRY

PROPERTY TAX DATA FOR PERSONAL & REAL PROPERTY TAX COMPUTATIONS USING PROJECTIONS OF FUTURE MARKET VALUE

GINAL COST	MANUFACTURING EQUIPMENT	NON-MFG EQUIPMENT	COMPUTER EQUIPMENT		REAL PROPERTY	
	$1,601,647	$617,393	$0	$2,219,040	$0	$2,219,040

R	YEAR	10Y 10 YEAR COMPOSITE FACTOR	ME=10Y*Cost MARKET VALUE FOR MFG EQPT	10Y 10 YEAR COMPOSITE FACTOR	NM=10Y*Cost MARKET VALUE FOR NONMFG EQPT	3Y 3 YEAR COMPOSITE FACTOR	CE=3Y*Cost MARKET VALUE FOR COMPUTER EQPT	Pers = ME+NM+CE TOTAL MARKET VALUE FOR PERSONAL PROPERTY	Real TOTAL MARKET VALUE FOR REAL PROPERTY	Pers+Real TOTAL MARKET VALUE FOR PERSONAL & REAL PROPERTY	20% AV=(Pers+Real)*20% ASSESSED VALUE (20%) FOR REAL & PERSONAL PROPERTY	0.0065 * AV STATE TAX WITH NO ABMTS	0.0360 * AV LOCAL TAX WITH NO ABMTS	0.0425 State + Local TOTAL TAX WITH NO ABMTS	0.0030 * AV STATE TAX WITH ABMTS	0.0137 * AV LOCAL TAX WITH ABMTS	0.0167 State + Local TOTAL TAX WITH ABMTS
1	2014	0.96	$1,537,581	0.96	$592,697	0.84	$0	$2,130,278	$0	$2,130,278	$426,056	$2,769	$15,338	$18,107	$1,278	$5,837	$7,115
2	2015	0.94	$1,505,548	0.94	$580,349	0.67	$0	$2,085,898	$0	$2,085,898	$417,180	$2,712	$15,018	$17,730	$1,252	$5,715	$6,967
3	2016	0.87	$1,393,433	0.87	$537,132	0.44	$0	$1,930,565	$0	$1,930,565	$386,113	$2,510	$13,900	$16,410	$1,158	$5,290	$6,448
4	2017	0.81	$1,297,334	0.81	$500,088	0.30	$0	$1,797,422	$0	$1,797,422	$359,484	$2,337	$12,941	$15,278	$1,078	$4,925	$6,003
5	2018	0.73	$1,169,202	0.73	$450,697	0.20	$0	$1,619,899	$0	$1,619,899	$323,980	$2,106	$11,663	$13,769	$972	$4,439	$5,410
6	2019	0.64	$1,025,054	0.64	$395,132	0.18	$0	$1,420,186	$0	$1,420,186	$284,037	$1,846	$10,225	$12,072	$852	$3,891	$4,743
7	2020	0.54	$864,889	0.54	$333,392	0.16	$0	$1,198,282	$0	$1,198,282	$239,656	$1,558	$8,628	$10,185	$719	$3,283	$4,002
8	2021	0.45	$720,741	0.45	$277,827	0.14	$0	$998,568	$0	$998,568	$199,714	$1,298	$7,190	$8,488	$599	$2,736	$3,335
9	2022	0.35	$560,576	0.35	$216,088	0.12	$0	$776,664	$0	$776,664	$155,333	$1,010	$5,592	$6,602	$466	$2,128	$2,594
0	2023	0.29	$464,478	0.29	$179,044	0.10	$0	$643,522	$0	$643,522	$128,704	$837	$4,633	$5,470	$386	$1,763	$2,149
												Property Tax Abatements expire after 10 years.			Property Tax Abatements expire after 10 years.		
1	2024	0.26	$416,428	0.26	$160,522	0.10	$0	$576,950	$0	$576,950	$115,390	$750	$4,154	$4,904	$750	$4,154	$4,904
2	2025	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
3	2026	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
4	2027	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
5	2028	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
6	2029	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
7	2030	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
8	2031	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
9	2032	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527
0	2033	0.24	$384,395	0.24	$148,174	0.10	$0	$532,570	$0	$532,570	$106,514	$692	$3,835	$4,527	$692	$3,835	$4,527

Tax Revenue Enhancement Agreement
Business License Discovery/Recovery

This agreement made as of the _____ day of _____, 2015 by and between PRA Government Services, LLC d/b/a RDS and Chambers County, Alabama, an Alabama County ("COUNTY").

A. Business License Discovery/Recovery Services

1. Discovery/Recovery Services include:
   i. Analysis of two or more municipal lists. These lists could include: current business license data, sales tax data, property tax lists and telephone directories at least once a year.
   ii. Properties/entities that are not in one or all of the databases are presumed unlicensed.
   iii. RDS will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no response, RDS may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to Chambers County, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to COUNTY, RDS may change the P.O. Box for Chambers County payments. COUNTY will be responsible for renewals. RDS will provide a list to COUNTY.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: COUNTY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, RDS shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the COUNTY, then the COUNTY shall immediately notify RDS and, thereafter, RDS shall take the steps necessary to insure that designated recipients receive the amounts intended by COUNTY.
6. Notification, Reporting to COUNTY: RDS will provide COUNTY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to COUNTY's account numbers and all fees paid to RDS.

B. General Provisions

1. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions.
2. RDS, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
   i. RDS Fee for Discovery/Recovery Services: RDS will receive fifty percent (50%) of business license revenue collected by RDS.
   ii. RDS fee for copies of business license applications: RDS will receive an amount equal to $1.75 per business license application mailed or faxed to the COUNTY. RDS will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and license year.
4. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to RDS' fee, the COUNTY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
7. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, COUNTY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of COUNTY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process , Section A(3), above, and any refunding related thereto.

8. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the COUNTY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

9. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.

10. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

12. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

13. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event

shall any COUNTY-owned data provided to RDS be deemed included within the Work Product.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

15. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2015.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

PRA GOVERNMENT SERVICES, LLC d/b/a RDS **CHAMBERS COUNTY**

By: _____ By: _____
Its: COO and SVP, Operations Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 1/6/2015_(CRG)

EXHIBIT A
COUNTY DISTRIBUTION

January 6, 2015

John Dendy
Chambers County
P.O. Box 408D
LaFayette, AL 36862

Dear Mr. Dendy:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Chambers County	062201711	xxx0528	100%	Business License Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Kennon Walthall, COO and SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Doug Estes
Client Relations Manager
RDS
205-423-4130 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

By: _____ _____

Name: Kennon Walthall
RDS COO and SVP, Operations

_____
Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Business License Collection Letter of Introduction

Dear Business Owner/Manager:

The Chambers County has contracted with RDS (Revenue Discovery Systems) to perform collection services for business license taxes on the County's behalf. RDS helps the County ensure that all businesses pay their fair share of business license tax.

RDS, as the County's representative, is bound by the same confidentiality as the County's own employees. Any information provided to RDS will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to RDS, and we thank you in advance for doing so. If you have any questions, please contact RDS directly at 855-219-4336, or by email at dresupport@revds.com.

Sincerely,

_____ Date: _____

[John Dendy]
County Manager
Chambers County

Chambers County Commission

Chambers County, Alabama
Including the Office of Chambers County Commission
and the Chambers County Highway Department

Freedom of Information Act

Under the Freedom of Information Act (FOIA) and Code of Alabama you have the right to examine certain eligible public records.

Your rights:

You have the right to request to inspect and/or receive copies of most public records.

You have the right to request that any charges for the requested records be estimated in advance.

How to make a public records request:

You may request records by completing a Public Records Request Form. See attached Request Form. If you do not have access to a computer, call the Chambers County Commission Office at (334) 864-4311 to request a printed Request Form.

You may submit this form in several ways:

U.S. Mail: Chambers County Commission Office, 2 South LaFayette Street, LaFayette, AL 36862

Fax: (334) 864-4306

In person: Chambers County Commission Office, 2 South LaFayette Street, LaFayette, AL 36862

Fulfilling your request:

Chambers County will normally respond within 20 working days of receiving a request. The 20-day period does not include weekends or holidays. Chambers County will make one of the following responses to your request within the 20-day time period:

1. Provide the records requested in their entirety or direct you to a location where you can request or examine such records.

2. Withhold all of the records requested because all of the records are subject to a specific statutory or legal exemption. If all of the records are being withheld, a response in writing will be sent with an explanation of the exemption. That response will identify the records being withheld and state the specific reason such records are being withheld.

3. Provide some of the records requested, but withhold other records. An entire record will not be withheld if only a portion of it is subject to an exemption. In that instance, the portion of the record that may be withheld will be redacted, the remainder of the record will be provided. A written response stating the specific reason such records are being withheld.

4. Respond in writing that the requested records cannot be found, are not maintained in the form requested, or do not exist.

   If Chambers County cannot respond to a request within the 20-day period, you will be informed in writing, explaining the conditions that make the response impossible.

If a request for a very large number of records is made, and it is determined that it cannot even be provided within 30 working days without disrupting other organizational responsibilities, a reasonable effort shall be made to reach an agreement concerning the production or inspection of the records.

Costs:

If the estimated cost is more than $20, a deposit will be required (not to exceed the amount of the estimate), before proceeding with your request. The 20 days to respond to a request does not include the time between a request for a deposit and a response from the requestor.

Costs include items such as staff time, copying costs, media costs or any other costs directly related to supplying the requested records. It will not include general overhead costs.

If requested, an estimate of the charges will be provided prior to supplying the records requested.

If money is owed from a previous public records request that has remained unpaid for more than 30 days, Chambers County may require payment of the past-due bill before responding to a new public records request.

General Guidelines:

A request must identify the records needed with "reasonable specificity." It does not refer to or limit the volume or number of records requested; instead, it requires that a request be specific enough to identify and locate records.

A request must ask for existing records or documents. FOIA allows for inspection or copying of records; it does not apply to situations asking general questions about the work of (the Department), nor does it require (the Department) to create a record that does not exist or devote staff time to search for records not immediately identifiable.

Records will be provided in the format in which they were created.

You may be contacted if there are questions about a request, to ensure that the appropriate records are being provided.

Many records are directly controlled by other entities such as: 1) Sheriff's Office, 2) Probate Office, 3) Revenue Commissioner's Office, and 4) Circuit Clerk. In the event you seek records from these offices you should contact their offices directly.

Exemptions:

Chambers County allows any public body to withhold certain records from public disclosure. Chambers County Government commonly withholds records subject to exemptions such as:

Personnel records.

Records subject to attorney-client privilege.

Vendor proprietary information.

Records relating to the negotiation and award of a contract, prior to a contract being awarded.

Security matters or sensitive information.

For more information, please contact the Chambers County Commission Office public records at (334) 864-4311.

CHAMBERS COUNTY, ALABAMA
PUBLIC RECORDS REQUEST FORM

Availability Statement. Chambers County, Alabama (County) acknowledges the public records access as provided by Code of Alabama, 1975, Section 36-12-40; and further defined under Code of Alabama, 1975, Section 41-13-1; however, in order to provide said public records and continue to maintain proper office operation, the County requires that all public records requests shall be made in writing and upon receipt of the written request, the County further stipulates that the requested documents will be made available to the requester within twenty (20) business days of the request, provided that requested records are not unduly excessive or covered by known Right to Privacy Limitations or other sensitive document restrictions. In the event of an excessive request, same will be provided within thirty (30) business days.

I, _____, request copies of the below described public records. I further acknowledge and agree that any time spent by the County personnel for records location, research or copying shall be charged at the hourly pay rate of the employee conducting the research and copying. The established cost for copies of records has been set at $1.00 per page for standard copies up to 11" x 17" in size. Certification of documents has been set at $1.00 per certification. I also understand I will be responsible for paying all postage if I choose to have these records mailed to me. I fully acknowledge and guarantee payment for these services to Chambers County, Alabama prior to receipt of said records.

Print Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Email: _____

Records Requested: _____

_____

_____

Date: _____ Signature: _____

FOR OFFICE USE ONLY

Employee/Department receiving and/or completing request:	
Date request fulfilled/method of delivery:	
Research by staff/hourly rate charged:	
Copies made:	
Total amount received for research/copies/postage:	