

## VIRGINIA JOBS INVESTMENT PROGRAM GRANT MATCH AGREEMENT

**THIS AGREEMENT** is made and entered into on February \_\_\_\_\_, 2023, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA** (hereinafter “the EDA”), a political subdivision of the Commonwealth of Virginia, and **PS-FERTILITY, INC.** (hereinafter “the Company”), a Virginia corporation.

WITNESSETH:

**WHEREAS**, the Company is participating in the Virginia Jobs Investment Program New Jobs Program (hereinafter “VJIP”) with the Commonwealth of Virginia; and

**WHEREAS**, VJIP has agreed to provide the Company with \$800.00 for every new full-time job created by the Company that is filled for ninety (90) consecutive days (the “VJIP Grant”) to reduce the Company’s human resources costs and contingent upon, amongst other terms, the Company satisfying the minimum investment thresholds identified in the Company’s \_\_\_\_\_, 2022, VJIP Application to the Virginia Economic Development Partnership (hereinafter “the Application”); and

**WHEREAS**, the EDA is willing to provide to the Company in order to provide an additional local match of \$800.00 for every new full-time job, as defined herein, created by the Company that is located in Albemarle County for at least ninety (90) consecutive days (hereinafter “EDA Match”) subject to the same terms and conditions of the VJIP Grant; and

**WHEREAS**, the stimulation of the additional tax revenue and economic activity to be generated by the Company’s creation of new full-time jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose of the EDA Match.

**NOW THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

**Section 1. Definition.** For purposes of this agreement, a “new full-time job” must require a minimum of either (i) 35 hours of an employee’s time per week for the entire normal year of the Company’s operations, which “normal year” must consist of at least 48 weeks, or (ii) 1,680 hours per year. A “new full-time job” must exist and be filled for at least ninety (90) consecutive days in Albemarle County, Virginia, and be approved for the VJIP grant payment to qualify for an EDA Match.

**Section 2. Company Obligations.** The Company is participating in the Virginia Jobs Investment Program New Jobs Program with the Commonwealth of Virginia. To receive an economic incentive payment from the Commonwealth, the Company is

required to hire new full-time employees and make capital investments identified in the Company's VJIP Application of \_\_\_\_\_, 2022, and subject of the VEDP Commitment Letter of \_\_\_\_\_, 2022, copies of which are attached hereto and incorporated fully into this Agreement.

Additionally, for the Company to receive the VJIP grant payments, the Company must present a "Virginia Jobs Investment Reimbursement Request Form" (hereinafter "the Form") to the Commonwealth.

The Company agrees to provide the EDA with the following at the Company's expense:

- A roster of employees serving in full-time jobs as of December 31, 2022;
- A copy of the Form to the EDA upon the Company's submission of the Form to the Commonwealth along with copies of all the Company's "Employer's Quarterly Tax Reports (FC-20)" related to the Form reporting period;
- Verification reasonably satisfactory to the EDA of "new full-time jobs" created in Albemarle County; and
- Detailed verification reasonably satisfactory to the EDA of capital investments made as required by the VJIP grant.

The Company agrees to refund all or a portion of EDA Match payments made hereunder in the same fashion as it would be required to pay back all or a portion of VJIP payments as described in the Application.

**Section 3. EDA Obligations.** Upon submission and approval of the Form and other verifications, the EDA pledges \$800.00 to the Company for each new full-time job created by the Company and located in Albemarle County for at least ninety (90) consecutive days. No individual employee may qualify for the payments more than one time.

The maximum amount of EDA match money shall be \$24,800.00.

The EDA's obligation to fulfill all or any part of this EDA Match is contingent upon the County appropriating and disbursing sufficient funds to the EDA specifically for the EDA Match. The failure of the County to appropriate or disburse such funds relieves the EDA of any obligation under this Agreement.

The EDA promises that the roster, Form, and other verifications will be held in confidence as proprietary tax information to the extent permitted by law. This promise of confidentiality includes but is not limited to employee names and other identifying information, social security numbers, tax and financial information, and other proprietary information.

**Section 4. Term.** This Agreement shall be in effect from January 1, 2023, until December 31, 2025. The parties may extend the term of this Agreement for up to one (1)

calendar year upon written amendment signed by each of the parties if the VJIP Grant is extended for the same amount of time.

**Section 5. Miscellaneous.**

A. *Entire Agreement; Amendments:* This Agreement and the attached Application and VEDP Commitment Letter of \_\_\_\_\_, 202\_\_, constitute the entire agreement among the parties hereto as to the EDA Match and may not be amended or modified, except in writing, signed by each of the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. However, the Company may not convey or assign its rights and obligations pursuant to this Agreement without the prior written consent of the EDA.

B. *Governing Law; Venue:* This Agreement is made and is intended to be performed in the Commonwealth of Virginia. It shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of Albemarle County. Any such litigation shall be brought only in that court.

C. *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be the same instrument.

D. *Notices:* Any notices required or permitted under this Agreement shall be given in writing and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier. Refusal shall mean return of certified mail or overnight courier package not accepted by the addressee. Each party must notify the other in writing of any change of physical or mailing address or change of person to whom notice will be given. Notice provided in accordance with this provision and with any written notice of a change shall satisfy this notice provision:

if to the Company, to:

Kevin Combs  
3420 Keswick Road  
Keswick, VA 22947  
Email:

with a copy to:

Kevin Combs  
351 Grayrock Road  
Crozet, VA 22932  
Email:

if to the EDA, to:

Chair, Economic Development Authority  
Albemarle County  
401 McIntire Road  
Charlottesville, Virginia 22902  
Attention: Donald D. Long  
Email: [dlong@albemarle.org](mailto:dlong@albemarle.org)

with a copy to:

Director, Economic Development Office  
Albemarle County  
401 McIntire Road  
Charlottesville, Virginia  
Attention: Roger Johnson  
[economicdevelopment@albemarle.org](mailto:economicdevelopment@albemarle.org)

E. *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and the unenforceable provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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

**ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY,  
VIRGINIA**

**BY:**

\_\_\_\_\_  
Donald D. Long, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Shreve, Secretary/Treasurer

\_\_\_\_\_  
Date

**PS-FERTILITY, INC.**

**BY:**

\_\_\_\_\_  
Kevin Combs, [TITLE]

\_\_\_\_\_  
Date

Approved as to form:

---