



**MICHIGAN BUSINESS DEVELOPMENT PROGRAM
Performance Based Grant - Term Sheet**

The following is a summary of the highlights of the project and basic terms for which the Company desires grant support from the Michigan Strategic Fund ("MSF") under the Michigan Business Development Program ("BDP"). While the BDP is operated and funded through the MSF, recommendation for approval of a BDP Incentive award is presented by the Michigan Economic Development Corporation ("MEDC") to the MSF.

Date: 04/01/2012

1. **Company Name:** HCL America, Inc. ("Company" or "Applicant")
2. **Company Address:** 330 Potrero Avenue
Sunnyvale, CA 94085
3. **Company EIN:**
4. **Project Address ("Project"):** 209 East Washington Avenue
If different than above Jackson, MI 49201
5. **MBDP Incentive Type:** Performance-Based Grant
6. **Maximum Amount of BDP Incentive:** Up to \$875,000 ("MBDP Incentive Award")
7. **Base Employment Level** 91 The number of jobs currently maintained in Michigan by the Company based on data submitted by the Company to the MEDC reflecting the Company's ~~statewide~~ employment level in Michigan prior to the proposed project. The Base Employment Level, including identification of the Company data used to establish this level, shall be included in the final BDP Incentive Award agreement ("Agreement") between the MSF and the Company.
8. **Total Qualified New Job Creation:** 200 The minimum number of total Qualified New Jobs the Company shall be required to create in Michigan (above the Base Employment Level), in addition to satisfying other milestones if applicable, to be minimally eligible to receive the full amount of the MBDP Incentive Award. Each Qualified New Job must be performed for
(above Base Employment Level)

consideration by a Michigan resident (whose Michigan income taxes are withheld as required), and each Qualified New Job must be in excess of the Base Employment Level. The final terms and conditions of the requirements for the minimum number of Qualified New Jobs that must be created, including provisions addressing disbursements of portions of the BDP Incentive Award, and the effects of short term layoffs, furloughs, or similar gaps in employment on the required minimum hours per week, shall be included in the final Agreement.

a. Start Date for Measurement of Creation of Qualified New Jobs: January 31, 2012

9. Company Investment: \$3.3 million including annual lease costs, leasehold improvements and FFE costs.

10. Municipality supporting the Project: City of Jackson

a. ~~Municipality Support. One of the conditions of execution of the final Agreement is the requirement that the municipality shall have committed to provide: property tax abatement. The final terms and conditions demonstrating this support shall be included in the final Agreement.~~

11. Disbursement Milestones: The final terms and conditions of each of the disbursements of any portion of the MBDP Incentive Award shall be included in the final Agreement, including that before any disbursement is made to the Company, the Company must have maintained: (i) the Base Employment Level (exclusive of the number of Qualified New Jobs then created) and (ii) any Qualified New Jobs created for which disbursements by the MSF have been made, and must otherwise be in compliance with all terms and conditions of the final Agreement, and further shall include:

a. Disbursement Milestone 1: Up to \$200,000 Upon demonstrated creation of: 5 Qualified New Jobs above the Base Employment Level; a secured lease by the Company at Project site; and verification of final approval of municipality support by no later than June 30, 2012.

b. Disbursement Milestone 2: Up to \$100,000 Upon completion of Disbursement Milestone 1, and upon demonstrated creation of 20 additional Qualified New Jobs above the Base Employment Level, by no later than December 31, 2012.

- c. Disbursement Milestone 3: Up to \$400,000 Upon completion of Disbursement Milestone 1 and Disbursement Milestone 2, and upon demonstrated creation of 75 additional Qualified New Jobs above the Base Employment Level, by no later than December 31, 2013.
- d. Disbursement Milestone 4: Up to \$175,000 Upon completion of Disbursement Milestone 1, Milestone 2, Milestone 3 and upon demonstrated creation of 100 additional Qualified New Jobs above the Base Employment Level, by no later than December 31, 2014.

12. Term of Agreement: Execution of Agreement to December 31, 2016

13. Repayment Provisions:

Repayment provisions are required by law. The Repayment terms and conditions will be effective through the Term of the Agreement and shall be defined in the final Agreement. The final repayment provisions may require repayment of some or all of the disbursements made by the MSF, including if the Company moves 25% or more of their employees or operations for the Project out of Michigan, if the Company fails to maintain the Base Employment Level in Michigan, if the Company fails to maintain the Qualified New Jobs Incented by this Award.

14. Reporting Requirements:

Periodic reporting will be required with this program. The detailed information needed from the Company will be included in the final Agreement, but will include Project reporting for such things as: amount of proposed incentive, amount of actual incentive received by Company; amount of proposed and actual investment made by Company for Project; the committed number of new jobs and the actual number of new jobs created as a result of the Project; the educational attainment of the employees hired; the number of new patents, copyrights, or trademarks applied for and issued to the Company; the number of licensing agreements by the Company and the number of such licensing agreements entered into by the Company with Michigan based firms; and any products commercialized by the Company.

15. Public Announcements:

The Company shall not make, or cause, any announcement of the proposed MBDP Incentive Award parameters outlined in this letter before the date of approval by the MSF of the MBDP Incentive Award, unless prior authorized and coordinated with the MEDC.

Any final MBDP Incentive Award is contingent upon several factors, including: (i) submission by the Company of a completed application and all other documentation required under the MBDP (ii) satisfactory municipality support (iii) available MSF funding (iv) completion of financial review, business integrity review, required background checks, and other business and legal review and due diligence as required, and the results of which must be satisfactory the MEDC, the MSF, and as applicable, the Chief Compliance Officer, (v) approval of an award by the MSF, and (vi) execution of a final Agreement containing the established milestones, repayment terms, reporting requirements, and all other detailed terms and conditions, required by the MSF.

Project Name	HCL America, Inc.
Discount Rate	3.25%
Payments + Repayment Period	5

	1	2	3	4	5	6	7	8	9	10
NPV										
Benefits from Project (REMI)	\$308,000	\$1,155,000	\$2,541,000	\$2,695,000	\$2,926,000	\$3,003,000	\$3,157,000	\$3,234,000	\$3,311,000	\$3,388,000
Cost of Project (Grant/Loan)	\$300,000	\$400,000	\$175,000							
Net	\$8,000	\$755,000	\$2,366,000	\$2,695,000	\$2,926,000	\$3,003,000	\$3,157,000	\$3,234,000	\$3,311,000	\$3,388,000

ROI	9.8
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if ROI > 1	Positive Benefit to State
if ROI < 1	Negative Benefit to State