

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Victoria L. Brusser</i>	▶ Date received by Local Unit <i>5/8/2015</i>
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Nexthermal Corporation	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 335999	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1045 Harts Lake Road, Battle Creek, MI 49037	▶ 1d. City/Township/Village (indicate which) Battle Creek	▶ 1e. County Calhoun
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	▶ 3a. School District where facility is located Battle Creek	▶ 3b. School Code 13020
		4. Amount of years requested for exemption (1-12 Years) 12

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Addition of 10,000 sq. ft. of production facility will be added to our existing location. Addition will focus on increasing our capabilities and allow additional space for the addition of a recently added product line and to accomate space needed for "assembly" type products which is the current targeted focus to incorporate our products with supplemental items.

6a. Cost of land and building improvements (excluding cost of land)..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ \$909,745.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures..... * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ \$366,505.00 Personal Property Costs
6c. Total Project Costs	▶ \$1,276,250.00 Total of Real & Personal Costs

* Round Costs to Nearest Dollar

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	<u>1/14/15</u>	<u>1/14/17</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	<u>1/14/15</u>	<u>1/14/17</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 94	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 10
--	--

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

▶ 12a. Check the type of District the facility is located in:

Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit)	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Sheri Mullens	13b. Telephone Number (269) 964-0271	13c. Fax Number (269) 964-4526	13d. E-mail Address s.mullens@nexthermal.com
14a. Name of Contact Person Same as above	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
▶ 15a. Name of Company Officer (No Authorized Agents) Sheri Mullens			
15b. Signature of Company Officer (No Authorized Agents) <i>Sheri Mullens</i>		15c. Fax Number (269) 964-0271	15d. Date 5-8-15
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1045 Harts Lake Road, Battle Creek, MI 49037		15f. Telephone Number (269) 964-4526	15g. E-mail Address s.mullens@nexthermal.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents to be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code 13020
17. Name of Local Government Body City of Battle Creek	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk Victoria L Houser	19c. E-mail Address vlhouser@battlecreekmi.gov
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 10 N Davison St, Suite 111, Battle Creek, MI 49017		
19e. Telephone Number 269 966 3348	19f. Fax Number 269 966 3555	

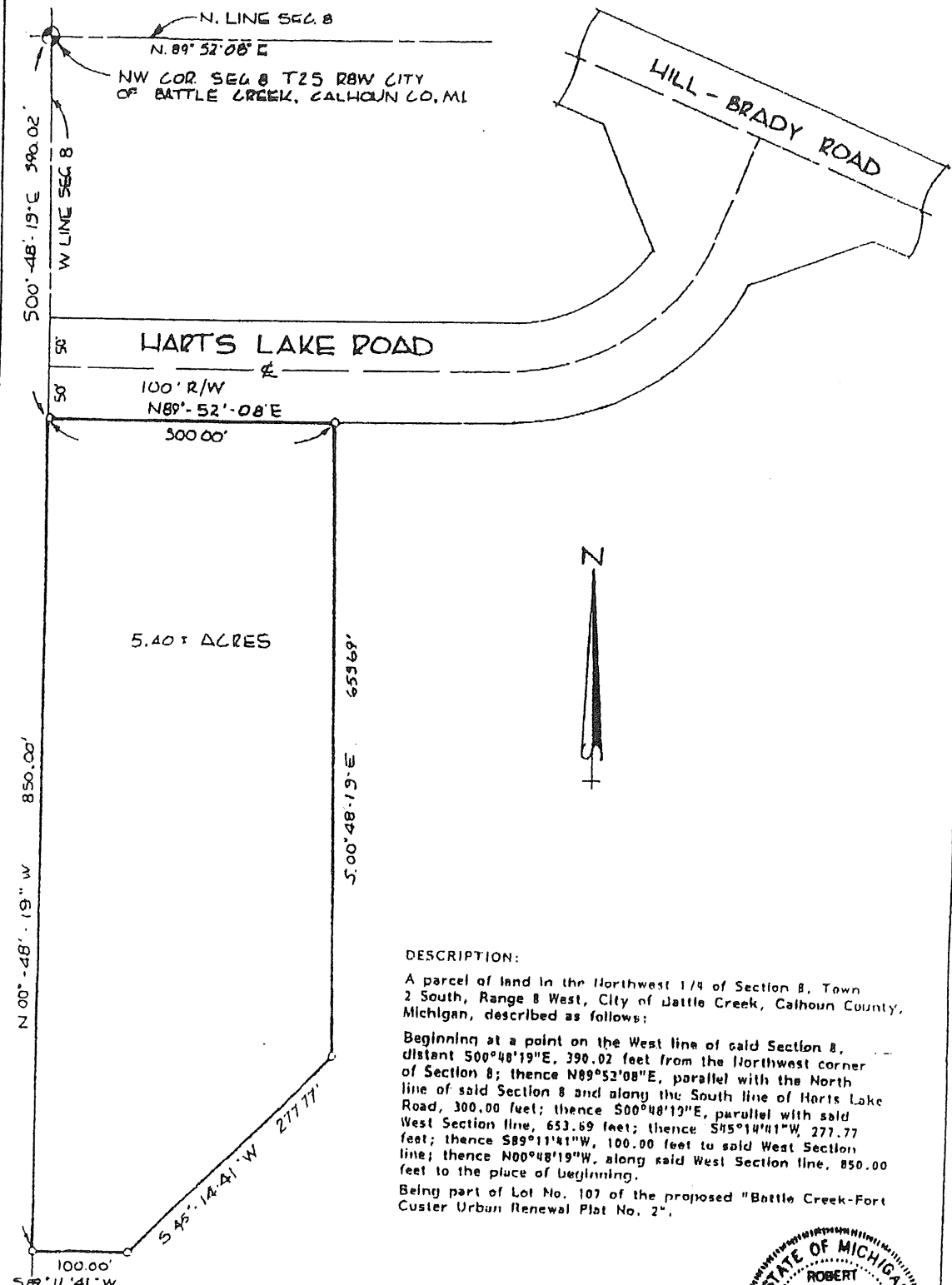
State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

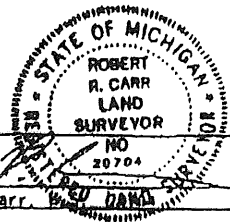
STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



DESCRIPTION:
 A parcel of land in the Northwest 1/4 of Section 8, Town 2 South, Range 8 West, City of Battle Creek, Calhoun County, Michigan, described as follows:
 Beginning at a point on the West line of said Section 8, distant 500°48'19"E, 390.02 feet from the Northwest corner of Section 8; thence N89°52'08"E, parallel with the North line of said Section 8 and along the South line of Harts Lake Road, 300.00 feet; thence S00°48'19"E, parallel with said West Section line, 653.69 feet; thence S45°14'41"W, 277.77 feet; thence S89°11'41"W, 100.00 feet to said West Section line; thence N00°48'19"W, along said West Section line, 850.00 feet to the place of beginning.
 Being part of Lot No. 107 of the proposed "Battle Creek-Fort Custer Urban Renewal Plat No. 2".

Description added 5/22/89
 Revised 6/02/89

CLIENT: Battle Creek Unlimited 4950 West Dickman Road Battle Creek, Michigan 49016-1438			
JOB NO 89 0945-A	SCALE 1"=100'	DRAWN BY MPP	DATE April 18, 1989
PROPOSED INDUSTRIAL SITE Part of Section 8, T25, R8W City of Battle Creek, Calhoun County, MI			



CARR & ASSOCIATES
 LAND SURVEYING
 777 West Central
 Battle Creek, Michigan 49018
 (616) 943 7778

IDENTIFICATION AND LEGAL DESCRIPTION:

Subject is known as Hotset Corporation, located at 1045 Harts Lake Road, Battle Creek, Michigan, and is legally described as follows:

A parcel of land in the Northwest 1/4 of Section 8, Town 2 South, Range 8 West, City of Battle Creek, Calhoun County, Michigan, described as follows:

Beginning at a point on the West line of said Section 8, distant S $00^{\circ} 47' 48''$ E, 390.02 feet from the Northwest corner of Section 8; thence N $89^{\circ} 52' 53''$ E parallel with said North line of said Section 8 and along the South line of Harts Lake Road, 300 feet; thence S $00^{\circ} 47' 48''$ E, parallel with said West section line, 653.69 feet; thence S $45^{\circ} 15' 31''$ W, 277.77 feet; thence S $89^{\circ} 12' 12''$ W, 100.00 feet to said West section line; thence N $00^{\circ} 47' 48''$ W, along said West section line, 850.00 feet to the place of beginning.

Being part of Lot No. 107 of the proposed Battle Creek-Fort Custer Urban Renewal Plat No. 2.

Containing 5.40 acres, more or less.

**INDUSTRIAL FACILITIES EXEMPTION AFFIDAVIT
COMMENCEMENT OF PROJECT**

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

The undersigned, being duly sworn, states the following:

1. I am a representative of Nexthermal Corporation, Applicant for an Industrial Facilities Exemption Certificate, and make this Affidavit based on my own knowledge.
2. I submit this Affidavit in support of the application for Industrial Facilities Exemption Certificate, dated May 8, 2015.
3. I hereby certify that installation of the personal property, which is the subject of the application for Industrial Facilities Exemption began on 1/14/15.

Further Deponents sayeth not.

Nexthermal Corporation, Applicant
BY: Sheri Mullens *Sheri Mullens*
ITS: Secretary

WITNESSES:

J.P. Hill 5/8/15
Scott G. Gish 5/8/15

**CHERYL LEANN COLLINS
NOTARY PUBLIC, BRANCH COUNTY, MI
ACTING IN THE COUNTY OF Calhoun
My COMMISSION EXPIRES MAY 23, 2016**

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

Subscribed and sworn to before me this 8th day of May, 2015.
Cheryl Leann Collins
Notary Public

Calhoun County, Michigan
My Commission Expires: May 23, 2016

INDUSTRIAL FACILITIES EXEMPTION AGREEMENT

This Agreement is entered into as required and authorized by Public Act 334 of 1993 and made in connection with an Application for an Industrial Facility Exemption Certificate by the Applicant named below.

This agreement is entered into between the City of Battle Creek, a Michigan municipal corporation, hereinafter "City", whose address is P.O. Box 1717, Battle Creek, MI 49016-1717, and Nexthermal Corporation whose address is 1045 Harts Lake Road, Battle Creek, MI 49037, hereinafter "Applicant".

For and in consideration of the granting of an Industrial Facilities Exemption Certificate pursuant to Public Act 198 of 1974, the parties agree as follows:

1. Commitments made by Applicant in this Agreement are binding on Applicant if and only if the City Approves an Industrial Facilities Exemption Application filed by Applicant on May 8, 2015 ("Application") and the Application is approved and a Tax Exemption Certificate is issued by the Department of Treasury State Tax Commission pursuant to Act 198.
2. Applicant agrees that the facility for which it has filed the above Application is a new facility.
3. Applicant agrees that the facility will be constructed in not more than two assessment years.
4. Applicant represents that the real and personal property improvements represent an investment equal to at least 20% of the current true cash value of the property as determined by the Assessor or more than \$100,000.00
5. Applicant agrees that if the application includes personal property, the personal property will be used only for manufacturing or manufacturing systems; Applicant agrees that manufacturing is defined as the substantial transformation of a product.
6. Applicant agrees that prior to October of each year and upon reasonable notice at other times, it will supply such information to City as may be necessary for City

staff to enable it to prepare a report to the City Commission and State regarding Applicant's compliance with abatement guidelines and the law.

7. Applicant agrees to expend approximately _____ (\$ 1,276,250) on the improvements that are the subject of the Application named above.
8. Applicant agrees that if the abatement is granted, it will create and hire not less than 10 full-time job equivalent positions not existing as of the date of the Application and not later than 1/14/17. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.
9. Applicant agrees that it will retain no less than 94 full-time job equivalent positions as measured from the date of the Application and for as long as the Certificate issued pursuant to the Application is in effect. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.
10. Applicant agrees that it will comply with the policy of the Battle Creek City Commission established October 2, 1984, that states any business or industry expected to have 15 or more employees requesting financial assistance from the City must demonstrate its commitment to equal employment practices and hire minority persons at least equal in proportion to the available minority work force in the Battle Creek standard metropolitan area (SMSA) within a reasonable length of time. Applicant further agrees to complete such forms as may be necessary to process the Industrial Facilities Exemption Application associated with this Agreement and such other forms as from time to time may be required by the City of Battle Creek relating to equal employment requirement.
11. City agrees that so long as the conditions of this agreement and of the law are fulfilled, it will not seek to revoke the Tax Facility Exemption Certificate issued by the State of Michigan as a result of the above-mentioned Application during the term of that Certificate.

12. City and Applicant agree that any material violation of this Agreement shall be grounds to revoke the Industrial Facilities Exemption Certificate issued pursuant to this Application and city may pursue such remedies as provided by law.

In addition, Applicant agrees that if it ceases operation of its facility before the expiration of the Certificate granted in reliance of this contract it shall be liable to City as partial liquidated damages the following:

A sum of money equal to the current total annual tax savings of this certificate divided by 12 and multiplied the number of months remaining in the year of closure not counting the month of closure. Said sum payable upon demand of City.


Executed at Battle Creek, Michigan, the dates written below.

DATED: _____

BY:
Its: City Manager

Applicant:

DATED: May 8, 2015


BY:
Its: Secretary

INDUSTRIAL FACILITIES EXEMPTION
FEE AFFIDAVIT

STATE OF MICHIGAN)
)
COUNTY OF CALHOUN)

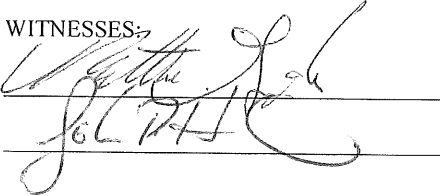
_____ Sheri Mullens _____ and _____ Rebecca Fleury _____,

being first duly sworn, depose and say as follows:

4. I am a representative of _____ Nexthermal Corporation _____, Applicant for an Industrial Facilities Exemption Certificate, and make this Affidavit based on my own knowledge.
5. I, Rebecca Fleury _____, City Manager of the City of Battle Creek, am an official of the City of Battle Creek and I make this Affidavit based on my own knowledge.
6. The named individuals swear or affirm that no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of a contemporaneous exemption certificate application.

Further Deponents sayeth not.

WITNESSES:



Sheri Mullens
Nexthermal Corporation, Applicant

BY: Sheri Mullens

Secretary

ITS: CHERYL LEANN COLLINS
NOTARY PUBLIC, BRANCH COUNTY, MI
ACTING IN THE COUNTY OF Calhoun
MY COMMISSION EXPIRES MAY 23, 2016

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

Subscribed and sworn to before me this 8th day of May, 2015.

Cheryl Leann Collins

Notary Public
Calhoun County, Michigan
My Commission Expires: May 23, 2016

WITNESSES

CITY OF BATTLE CREEK

BY: _____ City Manager

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Calhoun County, Michigan
My Commission Expires: _____

FIRM DESCRIPTION

May 1, 2015

Current Date

1. Nexthermal Corporation
Firm Name

2. 1045 Harts Lake Road, Battle Creek, MI 49037
Address/City/State/Zip

(269)964-0271 (269)964-4526 Calhoun
Telephone **Fax Number** **County**

3. n/a
Name and Address of Home Office if different from above.


4. **What is the function of this business? (Be specific.)**
Manufacturer of Industrial heating elements.

5. **Number of Employees:**
a. **In Battle Creek Area** 94
b. **In Michigan** _____
c. **Other States** _____

6. **Is the business listed on line one (1) certified by:**
Another City? Yes or **NO** **Name of City** _____

7. **Is the firm Minority Owned?** yes **Woman Owned?** _____

8. **Please include a copy of your current business license.**


Authorized Signature

Secretary
Position Title

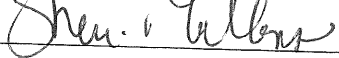
POLICY STATEMENT

Nextthermal Corporation

Policy on Equal Employment Opportunity

It is the policy of Nextthermal Corporation to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because of race, creed, color, national origin, sex, handicap, age, or martial status. The company will work to ensure fair and equitable treatment of all employees and applicants in recruitment, employment, promotions, demotions, transfers, layoffs and terminations. The company has prepared and will implement an Affirmative Action Plan to ensure that all employment decisions are made to further our commitment to equal employment. This plan requires that, among other things, only valid criteria be used in making personnel decisions. Supervisory staff is expected to comply with both the letter and the sprit of this policy. Employees who feel they have been the victims of discriminatory action should feel free to contact the office of Contract Compliance of the City of Battle Creek.

This policy will be distributed to all company departments and by reference, to the union local office (if any) and to the company's recruitment sources.

Signature:  Dated: May 1, 2015

Name: Sheri Mullens

Title: Secretary

Company: Nextthermal Corporation

CITY OF BATTLE CREEK, MICHIGAN

AFFIRMATIVE ACTION POLICY CHECK LIST FOR VENDORS AND CONTRACTORS

The following is a check list of factors that will be weighed by the City when determining certification for eligibility:

FIRMS: SEE UNDERLINED SECTION. PLEASE COMPLETE BY CHECKING APPLICABLE BOXES FOR COMMUNITY PARTICIPATION PROGRAMS THAT YOUR COMPANY PARTICIPATES IN; PROVIDE VERIFICATION IF POSSIBLE.

- Number of minorities employed meets or exceeds current relevant Standard Metropolitan Statistical Percentage for firm's location (example, Battle Creek is currently 9.3%). Demonstrated through submission of contract compliance form identifying employees by race, gender, and job classification (attached).
- Minority employment reflects Labor Force Participation Rate for that particular employment sector. Demonstrated through submission of contract compliance form identifying employees by race, gender, and job classification.
- Existence and implementation of a proactive equal employment opportunity policy (attached).
- Community participation in development of a diverse workforce through support of or involvement with: (demonstrated through written verification)
 - Active internship programs
 - Mentoring programs
 - Job shadowing or training programs
 - Recruitment of employees from welfare-to-work rolls as provided by the Workforce Development Board
 - Employment of individuals formerly living below current poverty level
 - Financial commitment to programs designed to upgrade skills, education, and facilities of economically disadvantaged (such as STRIVE)
 - Financial commitment to child care, transportation, or other barriers to employment issues
 - Subcontracts with women-owned or minority-owned businesses
 - Employment of disabled individuals or veterans
- Bidders or vendors which have been certified by a local unit of government subscribing to the policies and procedures of the Cooperative Certification Consortium (CCC) and who submit their certification number will be considered certified vendors for the City of Battle Creek

Memorandum of Understanding Between The EDGE Program and Nexthermal

WHEREAS, The Family and Economic Security Partnership here after referred to as **EDGE Program**, enter into an agreement with **Nexthermal** to provide training to five individuals that upon successful completion of the training will be hired by **Nexthermal**. Upon the parties' approval of the agreement, the **EDGE Program** agrees to work collaboratively with **Nexthermal** in the following manner:

WHEREAS, the **EDGE Program**, agrees to provide **Nexthermal** up to five individuals that will have completed an intensive general manufacturing training program. The **EDGE Program** will provide the following services as a part of this training agreement:

- 1) Screen participants using the criteria below:
 - a. Utilize **Nexthermal's Hiring Guidelines** as provided by their Human Resources Department.
 - b. Utilize the Internet Criminal History Access Tool (ICHAT) to determine a participant's criminal background.
 - c. Administer a 5-panel drug screen to all program participants.
 - d. Administer the COMPASS Test to all program participants.
 - e. Administer any assessments required by **Nexthermal** as provided by their Human Resources Department.
- 2) Provide Job Coaching services to all program participants for the purposes of improving job retention at **Nexthermal**.
- 3) Provide general manufacturing training at the Kellogg Community College Regional Manufacturing Training Center (KCC-RMTC).
- 4) Provide a work hardening/work experience to program participants at the Goodwill Industries of Central Michigan's Heartland Inc. (GICMH).
- 5) Provide all program participants with financial literacy training and financial coaching through their participation in the GICMH Financial Opportunity Center. Program participants will have access to job coaching services for two years after completing their participation with the **EDGE Program**.

WHEREAS, **Nexthermal** agrees to partner with the **EDGE Program** in the following:


- 1) Designate a Program Champion that will be a central point of contact for **EDGE Staff** and participants.
- 2) The designated Program Champion will complete Bridges Out of Poverty Training provided by GICMH.
- 3) Provide **EDGE Staff** a designated time and place to meet with program participants one day a week during the first 90 days of their placement at **Nexthermal**.
- 4) Allow **EDGE Staff** to have access to all job evaluations.
- 5) Provide **EDGE Staff** with names of team leaders responsible for supervising program participants in order to discuss issues regarding participant job performance.
- 6) Formally introduce program participants to their assigned team leader prior to the start of their first assignment.
- 7) Assign each **EDGE** participant a mentor within the company to provide guidance during his/her initial 90 day assignment.
- 8) Allow **Nexthermal Human Resources Staff** to discuss with **EDGE Staff** any issues impacting job performance of **EDGE** participants while employed by **Nexthermal** during the time period this MOU is in effect.

Memorandum of Understanding Between The EDGE Program and Nexthermal


- 9) Provide **EDGE Staff** and participants clearly defined job descriptions, benefit packages and salary commitments.
- 10) Hire up to five **EDGE Program** participants that successfully complete the general manufacturing training and work experience and place them in positions at the **Nexthermal Battle Creek, MI Plant** beginning the week of November 17th, 2014. All participants will be placed in positions no later than November 24th, 2014.
- 11) The **five EDGE Program** participants will be placed directly with **Nexthermal** and will be hired at a minimum of \$10.88 per hour.

The EDGE Program and **Nexthermal** agree to collaborate and provide the services outlined **above** to the best of their ability for a period of one year beginning on November 17th, 2014 and ending on November 17th, 2015.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

By 
EDGE Program Director,
On Behalf of the FES Partnership

Date 7/30/14

By 
Plant Manager or Designated
Representative

Date July 30, 2014

Soumyajit Routh
3102 4th ST,
Heritage #86
Lubbock, Texas 79415-3227

March 18, 2015

Re: Offer letter for internship at Nexthermal Corporation

Mr. Routh,

Nexthermal Corporation would like to extend an offer of a summer internship program to you towards performance to a development project that we are undertaking.

The internship would start May 14th, 2015 and extend to August 14th 2015. Your duties would include designing the system and leading a team which will include a 3rd party in order to execute prototypes for customer validation of a monitoring system for industrial electric heaters. This is considered a full time employment at 40 hours a week for the duration of the internship.

Specific to the above duties we would be asking you to take a lead in:

- Redesign the hardware of the current prototype to add in new customer focused features
- Upgrade the microprocessor to enable better calculation efficiency
- Update the software algorithm to support the enhanced customer focused features
- Act as lead on behalf of Nexthermal Corporation to coordinate activities with a 3rd party that will be fabricating the module in prototype volume for customer trials
- Conduct performance testing with selected customers for final revision of the design
- Establish final production level costs to support expanded sales market research at volume

During your internship Nexthermal will provide you means needed to perform the above duties, which can include access to computer resources, programming tools and customer information as needed to complete your assigned work.

Your base pay will be set at an hourly wage of \$18.00, and per our corporate handbook as an intern position your benefits will not include company paid medical insurance or paid time off.

Please indicate your acceptance of this at your earliest so that we can plan accordingly.

Thank you,



Jeff Wheeler



Sheri Mullens

CITY OF BATTLE CREEK, MICHIGAN

CONTRACT COMPLIANCE FORM

COMPANY NAME: Nextthermal Corporation

CURRENT EMPLOYEES:

JOB CATEGORIES	ALL EMPLOYEES		MINORITIES ONLY										ALL EMPLOYEES						
	Total	Male	Males					Females					Disabled		Veterans				
			B	AI	H	A	Total	B	AI	H	A	Total	M	F	M	F			
Officials & Managers	6	5	1																
Professionals	5	1	4																
Technical (Semi-professional)	7	5	2				1												1
Sales	8	7	1																
Foreman/Supervisors	1	1																	
Office/Clerical	2		2																
Craftsmen (Skilled)	2	2																	
Operatives (Semi-skilled)																			
Laborers (unskilled)	63	29	34			3		1	2						1				2
Service Workers																			
TOTAL	94	50	44			3		1	3						2				3
											Current Company %								
											(Completed by City) SMSA %								

B=Black A=Asian
AI= American Indian
H=Hispanic

AUTHORIZED SIGNATURE *Angela Taylor* DATE May 1, 2015

Name of person completing form Angela Taylor Telephone No. (269) 964-0271

Nextthermal Corporation
Real/Personal Property Improvements
1/14/15 to 1/14/17

Assigned To:	Description	Real or Personal	Qty	Cost	Extended Cost	Date
IT	Fiber Optic Network Backbone & switches	Personal	1	\$ 5,075.00	\$ 5,075.00	10/31/2015
IT	Computer Room Fire Supression System	Personal	1	\$ 10,500.00	\$ 10,500.00	7/31/2015
IT	Computer Room Climate Control System	Personal	1	\$ 4,500.00	\$ 4,500.00	7/30/2015
IT	Ceiling Mount projector (break room/conference room)	Personal	2	\$ 3,250.00	\$ 6,500.00	5/30/2015
Production	Office cubicles for production addition	Personal	6	\$ 1,500.00	\$ 9,000.00	8/31/2015
Production	Lockers	Personal	6	\$ 350.00	\$ 2,100.00	8/31/2015
Production	Drive belt oven -	Personal	1	\$ 100,000.00	\$ 100,000.00	12/31/2015
Production	Schleuneger wire cutter/stripper	Personal	1	\$ 15,000.00	\$ 15,000.00	9/15/2015
Production	Covaron measuring and mixing equipment	Personal	1	\$ 5,000.00	\$ 5,000.00	4/1/2016
Production	Microplasma welder	Personal	1	\$ 15,000.00	\$ 15,000.00	9/15/2015
Production	Microplasma welder	Personal	1	\$ 15,000.00	\$ 15,000.00	3/31/2016
Production	Spot welder for heavy LHT windings	Personal	1	\$ 30,000.00	\$ 30,000.00	6/30/2016
Production	Future assembly stations	Personal	1	\$ 15,000.00	\$ 15,000.00	12/31/2015
Production	Portable welding/soldering/heat shrink fume extractor	Personal	2	\$ 4,000.00	\$ 8,000.00	12/31/2015
Production	Automatic tubular heater bender	Personal	1	\$ 10,000.00	\$ 10,000.00	12/31/2015
Production	Ultrasonic tube washer	Personal	1	\$ 15,000.00	\$ 15,000.00	12/31/2015
Production	Fenn 4F 4 die	Personal	1	\$ 25,000.00	\$ 25,000.00	12/31/2015
Production	Live head lathe	Personal	3	\$ 2,610.00	\$ 7,830.00	12/31/2015

Assigned To:	Description	Real or Personal	Qty	Cost	Extended Cost	Date
Production	Expand fume exhaust system	Personal	1	\$ 15,000.00	\$ 1,500.00	9/30/2015
Production	Cubicles for shop floor	Personal	3	\$ 1,500.00	\$ 4,500.00	9/30/2015
Production	Compressor & distribution piping	Personal	1	\$ 20,000.00	\$ 20,000.00	6/30/2015
Rick/Tom	Alarm system & cameras	Personal	1	\$ 23,000.00	\$ 23,000.00	8/31/2015
Tom	Bar coding for production floor	Personal	1	\$ 15,000.00	\$ 15,000.00	6/30/2015
Tom	Computer terminals for production floor	Personal	1	\$ 4,000.00	\$ 4,000.00	12/31/2015
		Personal Property Total			\$ 366,505.00	
IT	Computer room construction	Real	1	\$ 10,000.00	\$ 10,000.00	6/30/2015
Jeff	Building Addition - 10,000 square foot	Real	1	\$ 336,518.00	\$ 336,518.00	8/31/2015
Jeff	Tear down of existing two story interior break room and archive	Real	1	\$ 7,400.00	\$ 7,400.00	8/31/2015
Jeff	Soil Borings and compaction testing	Real	1	\$ 9,500.00	\$ 9,500.00	8/31/2015
Jeff	Plumbing for offices and restrooms	Real	1	\$ 12,800.00	\$ 12,800.00	8/31/2015
Jeff	Addition of Offices and Break Rooms	Real	1	\$ 223,927.00	\$ 229,527.00	8/31/2015
Jeff	Parking Lot	Real	1	\$ 130,000.00	\$ 130,000.00	8/31/2015
Jeff	Land Improvements (retention pond and landscaping)	Real	1	\$ 20,000.00	\$ 20,000.00	8/31/2015
Production	Bulk hydrogen and trench across parking lot	Real	1	\$ 69,000.00	\$ 69,000.00	6/30/2015
Production	Electrical moves and drops	Real	1	\$ 85,000.00	\$ 85,000.00	6/30/2015
		Real Property Total			\$ 909,745.00	
		Grand Total			\$ 1,276,250.00	



City of Battle Creek

10 N. Division Street, Battle Creek, Michigan Phone: 269.966.3382 Fax: 269.966.3654
INSPECTION DIVISION

PB15-00021

Issued: 01/14/2015
 Expires: 07/13/2015

Building

Please call 269.966.3382 for an inspection 24 hours in advance. Staff will schedule your request, please do not schedule directly with the inspector.

Type of Construction: 2B Occupancy Group: F-2 Edition of Code: 2012 Michigan Building Code

LOCATION	OWNER	APPLICANT
1045 HARTS LAKE RD 3021-01-110-0 Lot: Plat/Sub: 12	Phone: Fax:	DH Roberts Construction 222 Water St Jonesville MI 49250 Phone: (517) 849 7236 Fax: (517) 849 7238

Work Description: foundation only for future 10,000 sq ft addition
 Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
1a Admin fee	e14 Commercial	1.00	562.00
M E P Review	d13 Plan Review	1.00	219.00
COMMERCIAL PLAN REVIEW	d13 Plan Review commerc	10,000.00	290.00
f USE F-1, F-2 & H	e14 Commercial	10,000.00	2,809.00
1b ZONING APPRVL, COMMERCIAL	e14 Commercial	1.00	20.00

**MUST BE
 POSTED
 AT JOB SITE**

Fee Total: \$3,900.00
 Amount Paid: \$3,900.00
 Balance Due: \$0.00

Plan Reviewer

Inspector