

I, Brittney Hunt, Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2026-03-04/R-2) adopted by the Chapel Hill Town Council on March 4, 2025.



This the 5th day of March, 2026.

Brittney N. Hunt

**Brittney Hunt
Town Clerk**

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO SIGN EATS2SEATS LLC INCENTIVE AGREEMENT (2026-03-04/R-2)

WHEREAS, the Council wants to create a strong and active downtown; and

WHEREAS, workers in downtown add to its life and vibrancy; and

WHEREAS, EATS2SEATS LLC committed to locating a significant facility in downtown Chapel Hill; and

WHEREAS, it is for the betterment of downtown to have these new employees in downtown and supporting local businesses.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Manager to sign the EATS2SEATS LLC Incentive Agreement as presented to the Town Council on March 4, 2026 subject to minor technical and non-substantive adjustments as needed in the judgement of the Manager and Town Attorney and distribute the award accordingly.

This the 4th day of March, 2026.

NORTH CAROLINA
ORANGE COUNTY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (hereinafter “Agreement”) is made and entered into as of the ____ day of March, 2026, by and among EATS2SEATS LLC, a limited liability company duly organized under the laws of the State of Delaware and duly qualified to do business in the State of North Carolina and is in good standing in the State of North Carolina, (“Owner”) and the Town of Chapel Hill, , a North Carolina municipal corporation o (“Town”) for the purpose of encouraging the development of major job presence in downtown Chapel Hill (“Project”). Owner and the Town may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

1. On March 4, 2026, the Chapel Hill Town Council, the governing board of the Town, authorized an Incentive Policy, that includes awarding incentives for job creation and investment.
2. Owner inquired about the possibility of locating a significant office in downtown Chapel Hill in connection with the Project.
3. The Parties anticipate that the Project will result in the creating, relocating, and retaining up to forty-one (41) employees.
4. Performance-based financial support from the Town to this Project would make it possible for the Owner to proceed with committing to Chapel Hill as the primary office for the corporation.
5. Based on careful consideration and evaluation of the performance-based financial support proposed by the Town, Owner is willing to relocate its headquarters to 462 W Franklin St, Chapel Hill, bringing significant new employees to downtown.
6. A public hearing on this proposed Agreement was held March 4, 2026, in satisfaction of all requirements of North Carolina Gen. Stat. §158-7.1(c).
7. On March 4, 2026, the Town Council authorized entering into this Agreement pursuant to Resolution Number 2026-03/04-__/R__.

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the Owner and the Town do hereby agree as follows:

TERMS:

1. Town Economic Development Grant. The Town hereby agrees to award a Performance-Based Economic Development Grant (“Grant”) to Owner to be paid in multiple annual

installments consisting of: (i) annual credits toward payment otherwise due for use of Town parking services (each annual credit, a “Credit” and, collectively, such annual credits, the “Credits”). The aggregate amount of Credits shall not exceed eighty-seven dollars (\$87,000.00), (“Aggregate Credit Award”). The Grant is subject to the terms and conditions set forth herein.

2. Project Effective Date. This Agreement shall be effective as of March __, 2026 (the “Effective Date”).
3. Term. This Agreement shall commence on the Effective Date and shall expire on April 1, 2030 (the “Expiration Date”) provided that, Owner shall have the use of the Parking Spaces (as defined below) until December 31, 2030, as set forth in this Agreement. Owner shall be eligible to receive Credits based upon the total number of Employees hired, relocated, and retained during the period of time from the Effective Date to the Expiration Date (the “Term”) subject to the terms of this Agreement.
4. Grants Contingent Upon Performance by Owner. The Total Town Grant Amount has been calculated based upon the assumption that by the Expiration Date, Owner shall have in its employ forty-one (41) full-time employees based in and working from Chapel Hill, NC (as defined below).
5. Calculation of Grants:
 - a. *Grant*: The Town shall award a Grant to Owner in an amount up to eighty-seven thousand dollars (\$87,000.00), which is calculated to equal to (two thousand one hundred twenty-one and ninety-five cents) \$2,121.95 per-employee located in Chapel Hill, as set forth in Exhibit A. The total of grant credits will not exceed eighty-seven thousand dollars (\$87,000.00) over the life of this Agreement.
 - i. *Parking Credits*. Up to eighty-seven thousand dollars (\$87,000.00) can be used as a parking credit for spaces located in downtown Chapel Hill, with a maximum credit of seventeen thousand four hundred dollars (\$17,400.00) per calendar year, for a total of ten (10) parking spaces. Location and number of spaces will be determined annually and set for the following year as set forth in paragraph 5c below. The Parties agree that the current annual fee of a parking space is one thousand seven hundred forty dollars (\$1,740.00) (one hundred forty-five dollars (\$145.00) per month times twelve (12) months) and that the Credits for parking should begin as of the Effective Date. Parking fees are set by this Agreement and will not be affected by any Town parking changes. Credit shall equal payment for Parking Spaces (as defined below) in each such calendar year, as set forth in Exhibit A.
 - b. *Certification*. Beginning in 2027, by March 31st of each calendar year during the Term (“Certification Date”), Owner shall submit a copy of Form NCUI 101 (or a mutually agreed-upon equivalent) (“Certification”) to the Town setting forth total the number of full-time employees (“Employees”) currently employed by the owner and identifying the number of Employees hired during the immediately

previous calendar year; with the initial Certification to be filed on March 31, 2027 including the Employees hired from the Company announcement through December 31, 2026. Owner shall be permitted to redact sensitive information from the Form.

- c. *Parking Spaces.* Owner will work with the Town's Economic Development Officer to coordinate with Parking Services to determine the exact location and number of the parking spaces; provided that such location shall be no greater than one half (0.50) miles from 462 W. Franklin St., Chapel Hill, NC, 27516 ("Parking Spaces"). The location and number of Parking Spaces for each calendar year of the Term, after the first calendar year, shall be determined by December 1st of the immediately preceding calendar year.
6. Progress Checks. If a Certification submitted by Owner shows that Owner's total number of Employees is less than ninety percent (90%) of the total projected number of Employees as forth in Exhibit A, Parties shall discuss in good faith a remediation plan based on, among other things, total expected hires for the remainder of the Term and market factors, including a possible adjustment to the Grant amount on a pro rata basis based upon the total number of jobs located in town for that year. If the Parties are unable to agree on a remediation plan, the Town will have the right to terminate this agreement as set forth in paragraph 7, below. No modifications to this Agreement will be required if the investment goals set forth in the Investment Agreement are not met.
7. Amendment, Modification and Termination. The terms of this Agreement may be amended, modified or terminated by written agreement of the Parties. In the event Owner is unable to meet the Certification requirements of the Progress Check described in paragraph 6 and the Parties are unable to agree on a remediation plan within ninety (90) days, the Town may terminate this agreement.
8. Recordation/Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and assigns.
9. Assignment. This Agreement shall be assignable by Owner, subject to the approval of the Town, which approval shall not be unreasonably withheld, conditioned or delayed.
10. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Town and Owner, or to impose any partnership obligation or liability upon the Parties. Neither the Town nor Owner shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.
11. Construction. The Parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the Parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
12. Governing Law. This Agreement and all obligations arising out of it shall in all respects be governed by and shall be construed in accordance with the laws of the State of North

Carolina and any and all suits or actions related to this Agreement shall be brought exclusively in Orange County, North Carolina.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
14. Authority. Each Party represents and warrants that it has undertaken all actions necessary for approval, execution and delivery of this Agreement, and that the person signing this Agreement has the authority to bind such Party.
15. Notice. The payment to the Owner and written notices pursuant to this Agreement shall be mailed or otherwise delivered to:

EATS2SEATS, LLC.
Attn: Mary Laci Motley, CEO
462 W. Franklin Street
Chapel Hill, NC 27516
marylaci@eats2seats.com

When a notice is required or permitted by this Agreement, it shall be given by written notice to the Parties by delivery to:

Town of Chapel Hill
Attn: Town Manager
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
tvoorhees@townofchapelhill.org

Either Party may update the notices information above by delivery of a written notice to the other Party.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement unless the provision invalidated is so fundamental to this Agreement that this Agreement shall fail of its essential purpose without the provision that was invalidated.
17. Force Majeure. In the event that either Party hereto is be delayed or hindered in or prevented from the performance of an act required hereunder by reason of the following: labor dispute, including strike and lockout; unavailability of essential materials or duly qualified Employees as reasonably determined by Owner, riot; epidemic; war, extreme weather events, fire; explosion; accident; delays or default of the other party, then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. No such event shall excuse the payment of any sums due and payable hereunder on the due date hereof.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{CONTRACTOR’S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

Town Clerk attests this the, , day of, , 20, , .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

EXHIBIT A

EATS2SEATS LLC PERFORMANCE TABLE					
Number year	1	2	3	4	5
Year *	2026	2027	2028	2029	2030
Jobs located in Chapel Hill	12	23	29	35	41
Parking Credit (in kind)	\$17,400	\$17,400	\$17,400	\$17,400	\$17,400
<i>*Years equal to Town's Fiscal years (July 1 - June 30)</i>					
Per Job Award	\$2,121.95				
Projected Annual	\$17,400				