

January 11, 2016 8:30 A.M.

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

**JONES COUNTY OFFICE AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585**

COMMISSIONERS PRESENT:

Zack Koonce, Chairperson
Sondra Ipock-Riggs, Commissioner
Joseph Wiggins, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Angelica Hall, Clerk

COMMISSIONERS ABSENT:

Frank Emory, Vice- Chairperson
Mike Haddock, Commissioner

The Chairperson called the meeting to order. Chairperson Zack Koonce gave the invocation.

MOTION was made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the agenda be **APPROVED** with the following additions:

11. Medical Director Contract

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the minutes for Regular Meeting on December 7, 2015 be **APPROVED**.

PUBLIC COMMENT PERIOD:

No Public Comment

1. DOT PAVING REQUEST

Mr. Buddy Wetherington, with the Pollocksville VFD requested the Board create a letter to request the NC DOT pave in front of the bay doors at the proposed new building for the new fire station located at 209 Beaufort Road, Pollocksville, N.C. Mr. Wetherington explained that NC DOT would assist with the request, however, the letter had to come through the County Commissioners. **MOTION** made by Commissioner Sondra Ipock-Riggs seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the Board create a letter to the NC DOT to pave in front of the bay doors at the proposed new building location.

2. ADA CAPITAL REQUEST

Mr. Wesley Smith, Jones County Health Director, presented the Board with a capital request to purchase items that are needed to become compliant and allow the Health Department to bring back much needed services to Jones County. Based on an implementation plan that has been developed by the Child Health consultants, the Health Department is required to purchase ADA approved exam table and weight scales. The cost of the exam table is \$4635.58 and the cost of the weight scales is \$1,420.54, for a total of \$6,056.12. There is \$4,806.00 in Child Health funds that have been authorized to use towards the purchase of this equipment, which will cover all but \$1,250.12. Mr. Smith is requesting the Board approve the

use of \$4,806 in Child Health funds and \$1,250.12 in Family Planning funds to purchase the ADA approved exam table and weight scales. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the capital request be **APPROVED** as presented. A copy of this capital request is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

3. JONES COUNTY WATER SUPPLY IMPROVEMENTS LETTER OF CONDITIONS

Mr. Aaron Gaskins with the USDA Rural Development presented the Board a Letter of Conditions from USDA. Mr. Gaskins explained in summary, that the USDA has approved the application for funding at an amount of \$8,191,000. This is comprised of \$1,984,000 in Grant, \$6,157,000 Loan and \$50,000 applicant contribution. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** this item be **TABLED** until all Board members are present to discuss this matter in further detail.

4. LATE APPLICATION

Mr. Samuel Croom presented the Board two late applications for approval. There was no discussion. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the application for Eddie Banks, Ellis Banks and Joel Banks be **APPROVED** as presented. A copy of this application is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the application for Green Recycling Solutions LLC be **APPROVED** as presented. A copy of this application is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

5. TAX COLLECTION REPORT

Mr. Samuel Croom presented the Board with the Tax Collection Report for 12/15. This is informational only no action needed by the Board. A copy of this report is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

6. DSS BOARD APPOINTMENT

Mr. Franky Howard requested the Board appoint a replacement to the DSS Board. It was approved at the last meeting to ask Donna Haddock to fill the position, however, she has declined the offer. Mr. Howard has spoken to Phoebe Emory and she has agreed to serve on the DSS Board. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** Phoebe Emory be appointed to the Jones County DSS Board to serve until June 2017.

7. EMPG FUNDING APPLICATION

Mr. Franky Howard presented the Board with the annual EMPG (Emergency Management Performance Grant) Application which is used to offset the Emergency Management functions at the County Level. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the

application be **APPROVED** as presented. A copy of this application is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes

8. BUSINESS CENTER LEASE

Mr. Howard presented the Board with the recommended Lease Agreement that has been negotiated with a micro brewery business wanting to take over space at the Jones County Business Center. The terms of the Lease are \$8,000/month for the first six months (June-December 2016) going up to \$10,000 for the second year starting January 2017. This will cover the cost of the equipment and improvements to the space. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Lease Agreement be **APPROVED** as presented. A copy of this Lease Agreement is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

9. 2016 MEETING SCHEDULE AND LOCATION

Mr. Franky Howard presented the Board with a Meeting schedule and location change. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** this item be **TABLED** until all Board members are present to discuss this matter in further detail.

10. TRASH DUMPING REPORT

Mr. Franky Howard discussed with the Board the report of illegal trash dumping within the county. Mr. Howard has already spoken to the land owner and demanded that he clean up the area and ensure it doesn't happen again. Informational only.

11. MEDICAL DIRECTOR CONTRACT

Mr. Wesley Smith, Jones County Health Director, presented the Board with a request to extend the Medical Director Contract for the Health Department. In order to provide Child Health services the Health Department is required to contract with a Medical Director to cover Pediatric services, as well as all other programs. The current Medical Director, Dr. Holly Warren, is certified in Internal Medicine and cannot cover Pediatric services. Therefore, the Health Department will be contracting with ECU Brody School of Medicine, Department of Family Medicine, to provide a Medical Director certified to serve all age groups, including Pediatrics. The agreement with Dr. Warren was terminated effective December 31, 2015. However, the agreement with ECU is still being worked out, so Dr. Warren has agreed to a 30 day extension of her agreement to keep the Health Department in compliance and allow time to transition to the new agreement with ECU. Mr. Smith is requesting to ratify the amendment to the Medical Director agreement with Dr. Warren and authorize the Health Director to sign the amendment and any necessary extension on behalf of the Board. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Medical Director Contract be **APPROVED** as presented. A copy of this contract is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

Mr. Howard briefly spoke with the Board about a request to have the Brock Mill Pond functional and available for demonstrations for the public.

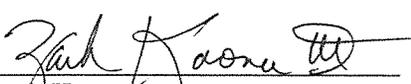
COMMISSIONER'S REPORTS

Commissioner Sondra Ipock-Riggs requested and update on the spending.

PUBLIC COMMENT

Mr. Wayne Hurley thanked the Board for delaying the voting on the water project and also requested more communication be provided to the public.

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the meeting be **ADJOURN** at 9:50 a.m.



Zack Koonce
Chairperson



Angelica Hall
Clerk to the Board

EXHIBIT A

McKESSON
Empowering Healthcare

Price Quote

Prices reflected may not apply to all ship-to locations and are subject to vendor eligibility requirements and approvals

Jones Co. Health Dept. 252-4489111 Po Box 216 418 Nc Hwy 58n Trenton, NC 28585 Account Number: 54267215 Ship To Number: 54283556	McKesson Medical-Surgical Customer Svc Phone: (800) 874-2240 Customer Svc Fax: (866) 743-7465
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Account Manager
SALVANT, JON

Quote Total
\$4,685.58

Usage	Item Num	Vendor Abbr	Catalog Num	Full Item Desc	UOM	Price
1	957215	Midmrk	9A314004	Bracket, Chair Arm Fact Inst (Optional. Needed for future arm resis)	EA	\$149.60
1	530184	Midmrk	002-0870-229	Top, Upholstery F/204 Soft Touch Perflum Midmrk	EA	\$314.00
1	538981	Midmrk	222-016	Base, Table W/til/hrt Ritter 222 Midmrk	EA	\$4,171.98

McKESSON

Empowering Healthcare

Price Quote

Prices reflected may not apply to all ship-to locations and are subject to vendor eligibility requirements and approvals

McKesson Medical-Surgical Customer Svc Phone: (800) 874-2240 Customer Svc Fax: (866) 743-7465	Jones Co Health Dept 252-4489111 P.O.Box 216 418 Nc Hwy 58 N Trenton, NC 28585 Account Number: 54267215 Ship To Number: 54267215
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Account Manager
SALVANT, JON

Quote Total
\$1,420.54

Usage	Item Num	Vendor Abbr	Catalog Num	Full Item Desc	UOM	Price
1	670537	Detcto	6500	Scale, W/c Bari 800lb Capacity Detcto	EA	\$1,420.54

AV-5
Web
8-11

Application for Agriculture, Horticulture, and
Forestry Present-Use Value Assessment

DEC 21 2015
Tax Department

(G.S. 105-277.2 through G.S. 105-277.7)

County of JONES, NC

Tax Year 2015

Full Name of Owner(s)
EDDIE M BANKS, ELLIS S. BANKS, JR + JOEL R. BANKS

Mailing Address of Owner
2514 TEN MILE FORK RD.

City
TRENTON

State
NC

Zip Code
28585

Home Telephone Number
252.448.2881

Work Telephone Number

Ext.

Cell Phone Number

Instructions

Application Deadline: This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dorncc.com/downloads/CountyList.pdf. **DO NOT** submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

AGRICULTURE (includes Aquaculture)

HORTICULTURE

FORESTRY

Enter the Parcel Identification-Number, acreage breakdown, and acreage total for each tax parcel included in this application:

PARCEL ID	OPEN LAND in Production	OPEN LAND not in Production	WOOD LAND	WASTE LAND	CRP LAND	HOME SITE	OTHER (Describe in Comments)	TOTAL ACRES
<u>5418-87-6788-00</u>	<u>150</u>	<u>10</u>	<u>1000</u>	<u>55.3</u>		<u>30</u>		<u>1218.30</u>
								0.00
								0.00
								0.00
								0.00

Comments:

Yes No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County: _____ Parcel ID: _____

County: _____ Parcel ID: _____

IMPORTANT!

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

ADDITIONALLY, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.

Part 1. Ownership

On what date did the applicant become the owner of the property? DATE: 3/23/2015

If owned less than four full years on January 1, provide: Name of Previous Owner: JENNIE MORTON BANKS

How the Applicant is Related to the Previous Owner: SONS

[X] Yes [] No Did one of the applicants reside on the property on January 1 of the year for which this application is made?

If YES, provide name of resident:

[X] Yes [] No Are any of the acres leased out to a farmer? If YES, indicate: Number of acres leased out: 150

Name of farmer leasing the land: RIGGS BROTHERS Phone:

Choose the legal form of ownership from "a - e" below, and answer the questions, if any, for that ownership:

[] a. One Individual [] b. Husband and Wife (as tenants by the entirety)

[] c. Business Entity (Circle one: Corporation, Limited Liability Company, Partnership) List all the direct shareholders, members, or partners of the business entity and their farming activities:

Member: Farming Activities:
Member: Farming Activities:
Member: Farming Activities:
Member: Farming Activities:

[] Yes [] No Are any of the direct shareholders, members, or partners either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individuals' farming activities.

[] Yes [] No Once you have reached the individual level of ownership interest, are all of the individuals relatives of each other? (See G.S. 105-277.2(5a) for the definition of relative.)

State the principal business of the business entity:

[] d. Trust. List the trustee(s), name of the trust, and all of the beneficiaries:

Trustee(s): Name of trust:
Beneficiary: Farming Activities:
Beneficiary: Farming Activities:
Beneficiary: Farming Activities:
Beneficiary: Farming Activities:

[] Yes [] No Are any of the beneficiaries either a business entity or trust (i.e. not an individual)? If YES, you must attach a breakdown of those business entities or trusts until you reach the individual level of ownership interest and you must describe those individual's farming activities.

[] Yes [] No Once you have reached the individual level of ownership interest, are all of the beneficiaries either the trust's creator or relatives of the creator? (See G.S. 105-277.2(5a) for the definition of relative.)

[X] e. Tenants in common. List the tenants and their percentage of ownership (round to the nearest 0.1%):

Owner EDDIE M BANKS 33% Owner JOEL R BANKS 33%
Owner ELLIS S BANKS, JR 33% Owner %

[] Yes [X] No Are any of the tenants either a business entity or trust? If YES, you must make a copy of this page for each business entity or trust. You must complete the business entity section only or trust section only for each tenant as appropriate, labeling each copy with the name of the business entity or trust.

The Tax Assessor may contact you for additional information after reviewing this application.

Part 2. Agriculture and Horticulture

For the past three years and for each tax parcel within the farm unit, enter the agricultural or horticultural products actually produced on the land and the gross income from the sale of the products, including livestock, poultry, and aquatic species. INCOME INFORMATION IS SUBJECT TO VERIFICATION.

If payments are received from any governmental soil conservation or land retirement program, indicate the acres and amount of income in the table below. Provide the name of the program in the Product column.

Do not include income received from the rental of the land. Income must be from the sale of the product.

Parcel ID	ONE YEAR AGO 20 <u>14</u>			TWO YEARS AGO 20 <u>13</u>			THREE YEARS AGO 20 <u>12</u>		
	Product	Acres	Income	Product	Acres	Income	Product	Acres	Income
	<u>Tobacco</u>	<u>150</u>	<u>45,000</u>	<u>Cotton</u>	<u>150</u>	<u>30,000</u>	<u>Soybeans</u>	<u>150</u>	<u>30,000</u>
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0
	Totals	0.00	0	Totals	0.00	0	Totals	0.00	0

Yes No ➔ If this application covers a horticultural tract used to grow Christmas trees, has a written management plan been prepared? If YES, attach a copy. If NO, attach a full explanation of your operation that contains at least the following: year each tract was planted, gross income from each tract, site management practices, number of trees per acre, and expected date of harvesting for each tract.

If this application covers an aquatic species farming operation, enter the total pounds produced for commercial sale annually for the last three years: Year 20 lbs, Year 20 lbs, Year 20 lbs

Part 3. Forestry

Attach a complete copy of your forest management plan. Indicate below who prepared the plan:

- N.C. Division of Forest Resources Consulting Forester Owner Other

Note: The property must be actively engaged in the commercial growing of trees under a sound management program as of January 1 of the year for which application is made.

Key elements in a written plan for a sound forestland management program are listed below:

1. Management and Landowner Objectives Statement—Long range and short range objectives of owner(s) as appropriate.
2. Location—Include a map or aerial photograph that locates the property described and also delineates each stand referenced in the "Forest Stand(s) Description/Inventory and Stand Management Recommendations" (Item 3 below).
3. Forest Stand(s) Description/Inventory and Stand Management Recommendations -- Include a detailed description of various stands within the forestry unit. Each stand description should detail the acreage, species, age, size (tree diameter, basal area, heights), condition (quality and vigor), topography, soils and site index or productivity information. Stand-specific forest management practices needed to sustain productivity, health and vigor must be included with proposed timetable for implementation.
4. Regeneration-Harvest Methods and Dates--For each stand, establish a target timetable for harvest of crop trees, specifying the type of regeneration-harvest (clear cut, seed tree, shelter wood, or selection regeneration systems as applicable).
5. Regeneration Technique--Should include a sound proposed regeneration plan for each stand when harvest of final crop trees is done. Specify intent to naturally regenerate or plant trees.

NOTE: Forest management plans can and should be updated as forest conditions significantly change (e.g. change in product class mix as the stand ages and grows, storm damage, insect or disease attack, timber harvest, thinning, wildfire). The county will audit plans periodically and, to remain eligible for use-value treatment, the plan must be implemented.

Part 4. Affirmation

AFFIRMATION OF APPLICANT – I (we) the undersigned declare under penalties of law that this application and any attachments hereto have been examined by me (us) and to the best of my (our) knowledge and belief are true and correct. In addition, I (we) fully understand that an ineligible transfer of the property or failure to keep the property actively engaged in commercial production under a sound management program will result in the loss of eligibility. I (we) fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

<u>Eddie M. Banks</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date
<u>Eddie S. Banks Jr.</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date
<u>[Signature]</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date

Part 5. Continued Use *(Complete only if the property is currently in Present-Use Value and you are applying for immediate eligibility under the Continued Use exception. See G.S. 105-277.2(b2)(1) for full details.)*

- I certify:
1. The property is currently in Present-Use Value.
 2. I intend to continue the current use of the land under which it currently qualifies.
 3. I understand I will be responsible for all deferred taxes due because of any disqualification.
 4. I ACCEPT FULL LIABILITY FOR ANY EXISTING DEFERRED TAXES.

Note: If the property is currently in Present-Use Value and liability is not accepted, the full amount of the deferred taxes will typically be due in the name of the grantor immediately. Liability need not be accepted and no deferred taxes are due for qualifying transfers pursuant to G.S. 105-277.3(b) and (b1). For example, liability does not need to be accepted for qualifying transfers to relatives. However, any deferred taxes existing at the time of transfer will remain a lien on the property. Owners already receiving Present-Use Value on properties not included in this application may wish to review the alternative provisions of G.S. 105-277.3(b2)(2).

<u>Eddie M. Banks</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date
<u>Eddie S. Banks Jr.</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date
<u>[Signature]</u> Signature of Owner (All tenants of a tenancy in common must sign.)	<u>owner</u> Title	<u>12/21/15</u> Date

FOR OFFICE USE ONLY: APPROVED DENIED BY: _____ REASON FOR DENIAL: _____

EXHIBIT C

Form AV-10 (Rev. 03-14)

DEC 21 2015

APPLICATION for TAX YEAR 2015

Tax Department

Property Tax Exemption or Exclusion

COUNTY: Jones

MUNICIPALITY: Maysville

Full Name of Owner(s): Green Recycling Solutions LLC Green Co Land Development

Trade Name of Business: Freen Recycling Solutions LLC GreenCo Land Development

Mailing Address of Owner: 166 Center Street Jacksonville, NC 28546

Phone Numbers: Home: Work: 910-938-5900 Cell: 910-389-1825

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 542373321500 Address/Location: 11710 Hwy 17 N. Maysville, NC 28555

Property ID #: Address/Location:

Property ID #: Address/Location:

Non-Deferment Exemptions and Exclusions—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- [X] G.S. 105-275(8) Pollution abatement/recycling
[] G.S. 105-275(17) Veterans organizations
[] G.S. 105-275(18),(19) Lodges, fraternal & civic purposes
[] G.S. 105-275(20) Goodwill Industries
[] G.S. 105-275(45) Solar energy electric system
[] G.S. 105-275(46) Charter school property
[] G.S. 105-277.13 Brownfields-Attach brownfields agreement
[] G.S. 105-278.3 Religious purposes
[] G.S. 105-278.4 Educational purposes (institutional)
[] G.S. 105-278.5 Religious educational assemblies
[] G.S. 105-278.6 Home for the aged, sick, or infirm
[] G.S. 105-278.6 Low- or moderate-income housing
[] G.S. 105-278.6 YMCA, SPCA, VFD, orphanage
[] G.S. 105-278.6A CCRC-Attach Form AV-11
[] G.S. 105-278.7 Other charitable, educational, etc.
[] G.S. 105-278.8 Charitable hospital purposes
[] G.S. 131A-21 Medical Care Commission bonds
[] Other:

Tax Deferment Programs—Check the tax deferment program for which this application is made. ***These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.***

- [] G.S. 105-275(12) Nonprofit corporation or association organized to receive and administer lands for conservation purposes
[] G.S. 105-275(29a) Historic district property held as a future site of a historic structure
[] G.S. 105-277.14 Working waterfront property
[] G.S. 105-277.15A Site infrastructure land
[] G.S. 105-278 Historic property-Attach copy of the local ordinance designating property as historic property or landmark.
[] G.S. 105-278.6(e) Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: Recycling Construction and demolition waste

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: We are receiving construction and demolition waste and recycle this waste

AFFIRMATION: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature] Title: Member/Manager Date: 12/21/2015

(All tenants of a tenancy Title: Date:

in common must sign.) Title: Date:

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: [] APPROVED [] DENIED BY: REASON FOR DENIAL:



Environmental
Quality

TAX CERTIFICATION

In accordance with the provisions of the General Statutes of North Carolina [G.S. 130A-294(a)(3); G.S. 105-122(b); G.S. 105-130.10; G.S. 105-130.5(b)(6); and G.S. 105-275(8)], this is to certify that:

GREEN RECYCLING SOLUTIONS LLC
11710 HWY 17
MAYSVILLE NC 28555
JONES COUNTY

filed a request for tax certification on resource recovery or recycling facilities and/or equipment on 6/24/2015.

The Division of Waste Management of the North Carolina Department of Environmental Quality inspected or verified these resource recovery or recycling facilities and/or equipment on 11/12/2015, and found that the facilities and/or equipment in Enclosure (1) meet the requirements of the Standards for Special Tax Treatment of Recycling and Resource Recovery Equipment and Facilities.

DATE TAX CERTIFICATION APPROVED: 12/10/2015

Digitally signed by Jason M. Watkins
DN: cn=Jason M. Watkins,
o=NCDWM, ou=Solid Waste Section,
email=jason.watkins@ncden.gov,
c=US
Date: 2015.12.18 11:28:03 -0500

Jason M. Watkins
Field Operations Branch Head
Div. of Waste Management, Solid Waste Section

Enclosure: Property Listing

cc: Jones County Tax Supervisor
Ray Williams, Environmental Senior Specialist
Dennis E. Shackelford, Environmental Supervisor

State of North Carolina | Environmental Quality | Waste Management
1646 Mail Service Center | 217 West Jones Street | Raleigh, NC 27699-1646
919 707 8200

GREEN RECYCLING SOLUTIONS LLC
JONES COUNTY
12/10/2015

<u>Property Type / Description</u>	<u>Year Acquired</u>	<u>Serial/Asset Number</u>	<u>Original Cost</u>
EXCAVATOR	14	1479 VOLVO #160	\$50,000.00
PRIMARY FINGER SCREEN	14	15733-01 CLO480	\$306,875.00
ALINE PICK CONVERGE	14	15733-02	\$117,703.00
ALINE STRUCTURE PLATFORM AND CHUTES	14	15733-03	\$117,500.00
MINUS 6" CONVEYOR AND STRUCTURE	14	15733-04	\$35,000.00
DESTONER BLOWER AND STRUCTURE	13	15733-07	\$76,188.00
STRUCTURE FOR BLINE	14	15733-08	\$126,322.00
SECOND FINGER SCREEN	14	1733-06	\$35,000.00
INCLINE MAGNET AND STRUCTURE	14	1733-065	\$30,000.00
SKID STEER	15	257B3/B7H01506	\$33,000.00
FRONT END LOADER, CATERPILLAR	14	DDA0295 924G	\$78,000.00
31,736 SQ FT CONCRETE FLOORED METAL BLDG			
26.86 ACRES LAND			
Total			\$1,005,588.00

EXHIBIT D



COUNTY OF JONES

JONES COUNTY TAX OFFICE

P.O. Box 87

Trenton, North Carolina 28585-0087

Samuel B. Croom
Tax Administrator

Phone: (252)448-2546

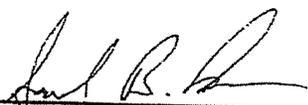
Fax: (252)448-1080

January 7, 2016

Jones County Tax Collector:

For the Month of December:

2015 Levy Collected by Tax Office:	\$ 2,313,879.13
2015 Levy Collected by NCVTS:	51,900.71
2006-2014 Levy Collected:	17,383.30
Total Levy Collected:	<u>\$ 2,383,163.14</u>



 Samuel B. Croom
 Jones County Tax Administrator

2015 Levy: \$ 6,168,524.69

Collected on 2015 Levy as of 12/31/2015: 4,803,014.90

Other Levy Reduction:

Releases:	28,158.71
Write-Offs:	73.90
Total Levy Reduction:	<u>\$ 4,831,247.51</u>

Percent (%) of Levy Reduced as of 12/31/15: 78.32%

Percent (%) of Levy Reduced as of 12/31/14: 71.78%

EXHIBIT E

**NORTH CAROLINA LOCAL GOVERNMENT
APPLICATION FOR FFY 2016 EMPG FUNDING****INSTRUCTIONS FOR COMPLETING EM FORM 66**

- 1.1 **EM Agency Name** - Type or print the official legal title of your Emergency Management (EM) agency.
- 1.2 **Street Address, City, Zip Code+4** - Type or print the street address, city, and nine digit zip code.
- 1.3 **EIN/Tax ID Number** - Type or print the unique nine digit identification number for your county's agency. **NOTE: Your financial personnel should be able to provide you with this number.**
- 1.4 **D-U-N-S Number** - Type or print the unique nine digit identification number for your county's agency. **NOTE: Your financial personnel should be able to provide you with this number.**
- 1.5 **Zip Code+4** – Enter your nine digit zip code for your county government agency mailing address, e.g., 281230465.
- 1.6 **SAM Registered** – Each applicant must be registered in the Federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is <https://www.sam.gov/>.
Expiration Date – What is the expiration date for your SAM account?
- 1.7 **EM Program Manager** - Type or print the name of the county EM Program Manager. **NOTE: Must be the same title on the Position Description and Organization Chart.**
- 1.8 **Finance Manager** - Type or print the name of the county Financial Manager. **NOTE: Must be the same title on the Position Description and Organization Chart.**
- 1.9 **Time (%)** - EM Director will type or print the **percentage of time the director devotes to Emergency Management program activities** (e.g. 50%, 60%, 90%, etc.).
- 1.10 **Current Salary** - Type or print the current annual salary for EM Director. **(Round to the nearest dollar).**
- 1.11 **Date of Employment in Current Position** – Enter the start date of your position as Local Emergency Management Program Manager, e.g. 02/04/2014.

1.12

Personnel Data Table – Complete the specific questions that deal with EM program staff. For the Cost Share or In-Kind Match question, explain how the county will match the federal award grant monies. In FFY 2016, EMPG has a 50% County and 50% Federal cost share cash- or in-kind match requirement. Federal funds cannot be matched with other Federal funds. The data requested will assist in documenting the extent to which EMPG Program funding contributes to enhancing or sustaining emergency management capacity in terms of personnel support at the local level.

All EMPG Program funds (Federal and match) allocated towards Local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated for State emergency management personnel.

All EMPG Program funds (Fed & match) allocated towards Non-Local emergency management personnel?

Enter the dollar amount for all EMPG Program funds (Fed & match) allocated towards Non-State emergency management personnel.

Total Number of Local Emergency Management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Enter the Total Number of State Emergency Management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program).

Number of Local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program? Enter the number of State emergency management full-time equivalent (FTE) personnel supported by the EMPG Program.

Total Number of Local emergency management personnel funded (fully or partially) by the EMPG Program. Enter the total Number of State and local emergency management personnel funded (fully or partially) by the EMPG Program.

Cost Share or In-Kind Match explanation in detail?

Enter in information as to how the county will match the local EMPG share. Describe if funds will come from a general fund, EMPG local funds, etc.

NORTH CAROLINA LOCAL GOVERNMENT APPLICATION FOR FFY 2016 EMPG FUNDING									
Grant Period: October 1, 2015 – September 30, 2017									
1.1	EM Agency Name	Jones County Emergency Management Agency							
1.2	Street Address, City	418 Hwy 58 North, Trenton, NC 28585							
1.3	EUN/Tax ID Number	56-6000312							
1.4	DUNS 9 Digit Number	135410871	1.5	Zip Code+4	2	8	5	5	0
1.6	SAM Registered? (Yes, No)	Yes	Expiration Date						
LOCAL EMERGENCY MANAGEMENT PROGRAM									
<i>For 1.7 indicate actual percentage of time Emergency Management directors devote to work on only EM activities. Please do not include work time for EMS, 911, Fire Marshal, Safety activities, etc.</i>									
1.7 EM Program Manager (Print/Type in Name Below)			1.9*	1.10	1.11				
F. ERIC MERRITT			Time (%) (e.g. 50%, 75%, 100%)	Current Salary	Date of Employment in Current Position				
			100%	39534.08	01/01/2014				
Email: emerritt@jonescountync.gov									
1.8 County Finance Manager (Print/Type in Name Below)									
Brenda C. Reece									
Email: breece@jonescountync.gov									
1.12	Personnel Data: Complete for personnel supported with FFY 2016 EMPG Program funds								
a. All EMPG Program funds (Federal and match) allocated towards Local emergency management personnel?						\$ 39,534.08			
b. All EMPG Program funds (Federal and match) allocated towards Non-Local emergency management personnel?						\$ 0.00			
c. Total Number of Local emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG Program)?						1.5			
d. Number of Local emergency management full-time equivalent (FTE) personnel supported (fully or partially) by the EMPG Program?						1.5			
e. Number of Local emergency management personnel supported (fully or partially) by the EMPG Program?						1			
f. Cost Share or In-Kind Match explanation in detail? Timmy Pike, Assistant Emergency Management Director – 50% of \$43520, Benefits \$16,041.									

* Area Coordinator must verify the percentage of time devoted to Emergency Management activities.

I DO HEREBY CERTIFY THAT THE EM PROGRAM MANAGER POSITION* IS NOT VACANT OR IS CURRENTLY BEING FILLED BY AN ACTING COUNTY EMPLOYEE.



Local EM Program Manager Signature

Area Coordinator Signature

Branch Manager Signature

Date: _____

* AS PART OF THE GRANT APPLICATION DELIVERABLES, A CURRENT POSITION DESCRIPTION AND ORGANIZATION CHART THAT MEETS U.S. DEPARTMENT OF HOMELAND SECURITY PROGRAM AND STATE REQUIREMENTS IS ESSENTIAL.

**INSTRUCTIONS FOR COMPLETING EM FORM 66A
(STATE/LOCAL FFY 2016 EMPG AGREEMENT)**

It is important that the Finance Officer and the local Chief Executive Officer have information and knowledge of the local EM program and the financial status of the local EM Agency. By coordinating the program emphasis with your county officials, the State's "Comprehensive Emergency Management Criteria" and the state and federal required activities, your partnership agreement should serve as a master plan for the year's activities.

The State/Local FFY 2016 EMPG Agreement requires the signature of the Local Emergency Management Program Manager, the Local Finance Officer, and the Local Chief Executive Officer (the last may be the same individual).

Your Area Coordinator will monitor your FFY2016 EMPG progress throughout the grant period.

REPORTING

EMPG deliverables to include Universal and Optional activities must be uploaded into WebEOC so that your agency's performance in the completion of scheduled activities throughout the year can be tracked and approved.

North Carolina Emergency Management does recognize that circumstances may prevent the accomplishment of a scheduled activity. However, for full eligible Federal funding in FFY 2016, all Universal activities must be completed and uploaded into WebEOC.

All requests for revisions (rescheduling or substitution of an equivalent activity) must be justified in writing to the Director of North Carolina Emergency Management through the appropriate Branch Manager.

STATE/LOCAL FFY 2016 EMPG AGREEMENT

AGENCY: _____ JONES COUNTY EMERGENCY MANAGEMENT _____

This is to certify that the above named agency agrees to successfully complete the activities below in full partnership with North Carolina Emergency Management and the U.S. Department of Homeland Security. The appropriate Branch Manager and/or Area Coordinator will review the progress of this agreement quarterly with the local Emergency Management Director. This report will also be the basis for continued funding during this fiscal year.

All Emergency Management activity deliverables must be completed before the agreement period ends **September 30, 2016**. To receive credit for any deliverables you complete, an electronic copy for each deliverable must be uploaded into WebEOC by the deadline above and approved by State personnel.

Certify completion of the following activities for EMPG Universal activities no later than September 30, 2016 unless otherwise noted below:

- 2016.01 Update the new 2016 THIRA/SPR/NIMS reporting tool by November 15, 2016;
- 2016.02 Review/Update County Emergency Operation/Response plan;
- 2016.03 Participate in a minimum 24 hours EM training;
- 2016.04 Conduct or participate in three exercises per year;
- 2016.05 Complete all NIMS training requirements as outlined in NIMS Five-Year Plan;
- 2016.06 Review, input and update resources in Resource Management
- 2016.07 Attend Statewide EM Conference
- 2016.09 Update Statewide Mutual Aid Agreement Authorized Agent Page
- 2016.52 Update County Profile

NOTE: As listed above to be eligible to receive FFY 2016 EMPG funding, applicants must meet NIMS compliance requirements. The THIRA/SPR/NIMS is the required means to report FY 2016 NIMS compliance for FFY 2016 funds.

FFY 2016 Compliance Requirements

- NIMS Training: IS 100; IS 200; IS 700; and IS 800;
- FEMA Professional Development Series: IS 120, IS 230a. b.; IS 235a. b.; IS 240a; IS 241a; IS 242a; and IS 244a

EMPG Program funds used for training should support the nationwide implementation of NIMS. Grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf. The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

The Federal Funding Accountability and Transparency Act (FFATA) necessitates a system to allow prime grant award and sub-award recipients to report monies received from federal funds. The FFATA Subaward Reporting System – FSRG.gov – is the system that allows grant award and contract award recipients to electronically report their sub-award monies. Each prime and sub-award recipients must be registered and renewed annually in the System for Award Management (SAM) to continue to be eligible for EMPG monies.

This Agreement will become effective upon execution of all parties to the Agreement. The date of execution shall be the date of the last signature.

EXECUTED THIS THE ____ DAY OF _____, 201__

F. Eric Merritt

(Print) Name of Local EM Program Manager

F. Eric Merritt

Signature of Local EM Program Manager
Date

Signature of Local Chief Executive Officer
Date

EMERGENCY MANAGEMENT COORDINATOR

JONES COUNTY

GENERAL STATEMENT OF DUTIES

Employee is responsible for implementing and maintaining emergency plans for the county. Employee will ensure that all county fire and EMS workers are prepared to assist in emergency situations. Ensures all Flood Ordinances are enforced as set by the Jones County Board of Commissioners at a Base Flood Elevation of zero.

DISTINGUISHING FEATURES OF THE CLASS

Employee develops and coordinates plans and procedures for the immediate use of all facilities, equipment, and manpower in emergency situations. Works in an advisory role for training activities needed for volunteer fire departments, EMS squads and law enforcement. Considerable independent judgment and initiative must be exercised in carrying out all administrative and technical phases of work. Work is performed under the general direction of the County Manager and the Board of County Commissioners and is evaluated through written reports, and in terms of overall effectiveness of civil preparedness. Employee is exempt under the FLSA. Ensures all Flood Ordinances are enforced as set by the Jones County Board of Commissioners at a Base Flood Elevation of zero.

DUTIES AND RESPONSIBILITIES

Essential Duties and Tasks

Plans, directs and coordinates a comprehensive emergency management program for the county; prepares for immediate use of all county facilities, equipment, manpower, and other resources for the purpose of minimizing or preventing damages to persons and/or property during emergency situations. Employee must remain up to date on the latest policies and procedures related to emergency management. Works closely with local government officials in setting up emergency programs; maintains liaison with the state and federal civil preparedness officials to ensure an effective operation of local emergency preparedness plans. Establishes comprehensive information programs to educate the public as to proper actions during emergency situations; coordinates the recruitment of volunteer personnel and agencies to supplement existing emergency preparedness manpower and facilities. Advises volunteer fire, EMS, and law enforcement personnel of grants, equipment, and training programs available through emergency management and other grant resources. Works closely with the safety

committee to address and remedy issues of concern for the county and the safety of its employees. Schedules quarterly meetings for the safety committee and maintains minutes of those meetings. Ensures all issues brought before the safety committee are handled in a timely manner. Works closely with local government officials in establishing safety programs such as safety inspections of county buildings, evacuation routes, evacuation plans, fire drills, first aid kits and training programs for each department as needed.

Employee is responsible for the submittal of an Emergency Management budget to the Finance Officer for the start of each fiscal year. Employee is responsible to take appropriate steps during emergency situations and will properly notify County Officials.

Ensures all Flood Ordinances are enforced as set by the Jones County Board of Commissioners at a Base Flood Elevation of zero.

Additional Duties

Performs related work as required.

RECRUITMENT AND SELECTION GUIDELINES

Knowledge, Skills and Abilities

Considerable knowledge of practices and procedures and regulations regarding emergency preparedness activities at the local level.

Working knowledge of state and federal regulations regarding emergency preparedness for emergency situations.

Ability to establish and maintain effective working relationships with coworkers.

Ability to exercise sound judgment in emergency situations.

Ability to effectively use general office equipment.

Ability to analyze and record information accurately.

Ability to exercise tact and courtesy in contact with the general public, groups, other agencies, etc.

Ability to follow moderately complex oral and written instructions.

Ability to be alert with good mental concentration, have the ability to act fast and decisively in any situation.

Ability to maintain confidentiality.

General knowledge of the geography of the county.

Physical Requirements

Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Must possess the visual acuity to prepare, determine accuracy, neatness and thoroughness of work assigned or to make general observations of facilities or

structures. Worker may be subject to environmental conditions that occur inside and outside, to hazards that include mechanical or electrical parts, to atmospheric conditions that affect respiratory systems of the skin, to wear respirator occasionally, to work in close quarters, and to work with infectious diseases.

Education and Experience

High School Diploma or equivalent
Level II Emergency Management Certification.
Hazardous Materials Operations Certification.

EXHIBIT F

NORTH CAROLINA

JONES COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the Contract Date, and effective as of the Effective Date, by and between JONES COUNTY, a body politic and corporate of the State of North Carolina (hereinafter referred to as "Landlord"); and Third Rock Brewing, a North Carolina limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE 1

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the Agreement in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

1.1 "Agreement" - means and refers to this Lease Agreement, and any amendments hereto.

1.2 "Contract Date"- means and refers to the 11th of January, 2016.

1.3 "Effective Date" - means and refers to 1st of March, 2016. (Dependant on equipment install and UCC sale of current in-place equipment of former Brewery)

1.4 "Equipment" – means the equipment and other items listed on Schedule A attached hereto and which are located on the Leased Premises.

1.5 "Hazardous Material" – means and refers to any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of state or federal environmental regulations or laws, or listed as such by the Environmental Protection Agency.

1.6 "Landlord" - means and refers to Jones County, a body politic and corporate of the State of North Carolina.

1.7 "Leased Premises" or "Premises"- means and refers to that certain space located at the Jones County Incubator Building, 134 Industrial Park Drive, Trenton, North Carolina 28585, said leased premises being(a) that area referred to as the "Production Area" consisting of seven

thousand (7,000) square feet, more or less, (b) that area referred to as the "Wet Lab" consisting of two hundred ninety-four (294) square feet, more or less, and(c) that area referred to as "Office Space" consisting of three hundred and twelve (312) square feet more or less.

1.8 "Parties" - means and refers to Landlord and Tenant, collectively.

1.9 "Tenant" - means and refers to Third Rock Brewing

ARTICLE 2

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

2.1 Landlord desires to lease the Leased Premises and Equipment to Tenant.

2.2 Tenant desires to lease the Leased Premises and Equipment from Landlord.

2.3 The Parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of and the Parties' responsibilities, understandings and duties in connection with this Agreement.

ARTICLE 3

Lease

Landlord does hereby lease to Tenant the Leased Premises and Equipment, and Tenant accepts the same, all based upon the terms and conditions contained herein.

ARTICLE 4

Term

4.1 **Term.** The initial term of this Agreement shall begin on the Effective Date and extend through December 2020 ("Initial Term"), unless sooner terminated or extended. Provided that Tenant is not then in default, Tenant shall have the option to renew this Lease for an additional sixty (60) months (hereinafter "Extended Term"), provided it notifies Landlord in writing of such intention at least one hundred twenty (120) days prior to the expiration of the initial lease term. During the Extended Term, the terms of this Agreement shall remain the same, except for monthly rent as more particularly set forth in Section 5.2 below.

4.2 **Termination.** After the expiration of the term of this Agreement, Tenant shall clean and repair the Leased Premises and Equipment and surrender the same to Landlord in as good a condition as that existing at the time of Tenant's initial occupancy, normal wear and tear excepted. In conjunction therewith, Tenant shall remove all signs from the Leased Premises, including but not limited to lettering on plate glass windows.

4.3 **Termination for Cause.** Either party shall have the right to terminate this Agreement "for cause" prior to the expiration of the Initial Term or Extended Term, and in such event, in accordance with Article 12 of this Agreement.

ARTICLE 5

Rent; Security Deposit

5.1 **Initial Term.** Starting June 1, 2016 through December 31, 2016, Tenant shall pay to Landlord as rent for the Leased Premises and Equipment the sum of \$8,000 per month, in advance, on the first day of each calendar month, at such place as Landlord may direct, with rent for any partial month to be prorated. All rent payments are due by the first of each calendar month. Starting January 1, 2017 through the end of the initial term (December 31, 2020) of this agreement, Tenant shall pay to Landlord as rent for the Leased Premises and Equipment the sum of \$10,000 per month, in advance, on the first day of each calendar month.

5.2 **Extended Term.** In the event that Tenant elects to extend this Agreement under Section 4.1 above, then the Parties shall in good faith negotiate a new rental amount, in no event to be less than fair market value. If the Parties are unable to agree in writing on the new rent amount by the beginning date of the Extended Term, the Lease shall terminate on the last day of the Initial Term.

5.3 **Security Deposit.** Intentionally omitted.

ARTICLE 6

Use of Premises and Equipment

6.1 **Permitted Uses.** Tenant shall utilize and occupy the Leased Premises and Equipment for the manufacturing, distribution and sale of beer, including on-site sales and consumption, and activities incidental thereto and for no other purpose except as Landlord may from time to time agree with Tenant in writing. Tenant shall not remove any of the Equipment from the Premises.

6.2 Janitorial Services. Landlord shall provide janitorial services for the common areas, but consisting of only routine vacuum cleaning or dust mopping floors, cleaning exterior windows and entrance doors, and specifically excluding the Leased Premises.

6.3 Common Area Access. Landlord shall furnish to Tenant and its agents, employees and invitees, subject to reasonable restrictions on the use thereof as may be determined by the Landlord, non-exclusive access to common areas, including the main foyer and restroom facilities.

6.4 Conference Rooms. Landlord shall provide to Tenant reasonable use of the Business Center conference room facilities on a first scheduled, first serve basis in accordance with Landlord's policies, as such policies may be determined and amended from time to time in Landlord's discretion.

6.5 Business Equipment Access. Landlord shall provide to Tenant use of the Business Centers business equipment, if any, which may include a facsimile machine, copier and audio video equipment on a first scheduled, first serve basis in accordance with Landlord's policies, as such policies may be determined and amended from time to time in Landlord's discretion.

6.6 Management and Other Training. Landlord shall endeavor to assist Tenant, in arranging training courses on site. It is anticipated that such training will be done in association with the Jones County Campus of Lenoir Community College (LCC). LCC may charge a fee to Tenant for this training.

6.7 Business Center Use Policies. Landlord may adopt, and thereafter amend, without notice to Tenant, rules, regulations and policies related to for the use of the Business Center, common areas, and the Leased Premises. In addition to such rules, regulations and policies, the following terms and conditions apply to the Business Center, common areas, and Leased Premises:

A. Smoking. Smoking shall not be allowed anywhere within the Leased Premises, common area, or the Business Center, except in such areas that may be designated by the Landlord.

B. Air Conditioning and Heating. Air conditioning and heating shall be available daily on normal work days from 8:00 a.m. to 5:00 p.m., at a level in the Landlord's judgment to be comfortable for occupancy and use of the Leased Premises under normal

business operations during the usual seasons thereof. Otherwise, the Landlord may reduce the level of air conditioning or heat at its discretion. Tenant shall not be allowed to use any artificial means of air conditioning or heat, including space heaters, without the express written permission of the Landlord.

ARTICLE 7

Improvements; Repairs; Renovations

7.1 Except as hereinafter otherwise provided, the Landlord at its sole cost and expense, shall maintain and keep in good repair the foundation, mechanical, electrical, exterior and supporting walls, plumbing, HVAC, and roof; provided however that the cost of any repairs required to the Leased Premises as a result of the negligence or willful act of Tenant or Tenant's employees, agents or invitees shall be paid solely by Tenant.

7.2 Tenant at its sole cost and expense shall maintain and keep in good repair the Equipment and all other portions of the Leased Premises. Tenant shall use all reasonable precautions to prevent waste, damage, or injury to the Premises and Equipment and shall keep the Premises, including all bath and plumbing fixtures, in a clean and sanitary condition and in conformity with all laws, statutes, ordinances, regulations, and other requirements of any governmental authority having jurisdiction thereof.

7.3 All repairs and replacements shall be of quality and class at least equal to the quality and class of the Leased Premises at the time of entry by Tenant, ordinary wear and tear excepted.

7.4 Tenant at its sole cost and expense shall have the right to make renovations, additions and improvements of or to the Leased Premises at any time and from time to time in accordance with plans and specifications submitted to and approved in writing by Landlord, which approval Landlord may withhold for any reason. Landlord shall also have the right to approve any contractor making such renovations, additions and improvements, which approval Landlord may withhold for any reason.

7.5 Any and all repairs, replacements, renovations, additions or improvements of or to the Leased Premises or Equipment shall be and become the property of the Landlord and shall remain to be surrendered as part of the Leased Premises, without cost to the Landlord upon expiration of the term of this Agreement or any extension thereof; provided however, that at any time prior to the expiration of the term or any extensions of term, Tenant may remove such fixtures

owned and installed by it as may be affixed to the Leased Premises provided such removal can be effected without materially damaging the Leased Premises. Any damage, whether material or otherwise, upon the removal of said fixtures shall be immediately repaired at the expense of Tenant. Landlord shall also have the right to approve any contractor making such repairs, replacements, renovations, additions or improvements, which approval Landlord may withhold for any reason.

ARTICLE 8

Signs

Tenant shall be allowed to maintain signage upon the Leased Premises, subject to Landlord's consent, which consent shall not be unreasonably withheld. The cost of any and all signs shall be borne by the Tenant. Tenant shall apply for any necessary governmental permits.

ARTICLE 9

Subordination

Tenant agrees that this Agreement shall be subordinate to any mortgages or deeds of trust ("Security Instruments") that may now, or hereafter, be placed upon the Leased Premises, to any and all advances made or to be made under said Security Instruments and the promissory notes and other obligations secured by such Security Instruments, and to all amendments, renewals, replacements and extensions to and of said Security Instruments, promissory notes and obligations.

ARTICLE 10

Ad Valorem Taxes

Tenant shall be responsible for, and timely pay each year during the term of this Agreement, and any extension thereof, on or before the last day on which payment may be made without penalty or interest, all ad valorem taxes, assessments and other governmental charges assessed by any lawful authority against any personal property and fixtures owned or possessed by Tenant and located at or on the Leased Premises, including the Equipment.

ARTICLE 11

Utilities and Services

Tenant shall be responsible for all utilities and similar services, including but not limited to, water, sewer, electricity, natural gas, telephone, telecommunications, solid waste disposal, pest control, and janitorial maintenance, incurred by Tenant at or relating to the Leased Premises.

ARTICLE 12

Default

12.1 This Agreement is made upon the express condition that if the Tenant fails to pay the rental amount reserved hereunder or any part thereof after the same shall become due, and such failure shall continue for a period of ten (10) days after notice thereof from the Landlord to the Tenant, or if the Tenant fails or neglects to perform, meet, or observe any of the Tenant's other obligations hereunder, and such failure or neglect shall continue for a period of thirty (30) days after notice thereof from the Landlord to the Tenant, then Landlord may, at the Landlord's option and without prejudice to any other remedy or right of action that Landlord may have by reason of such default, either: (a) Terminate this lease by giving written notice thereof to Tenant, and thereupon, or at any time thereafter, re-enter the Premises, evict Tenant, and take possession of the Premises and Equipment, without service of notice or resort to any legal proceeding, and recover from Tenant all damages proximately resulting from such default, including the cost of recovering the Premises and Equipment and the worth of the balance of this lease over the reasonable rental value of the Premises and Equipment for the remainder of the lease term, which sum shall be immediately due to Landlord from Tenant; or

(b) Bring an action for possession of the Premises and Equipment as provided by law, and recover from Tenant all damages proximately resulting from such default as set forth in subparagraph (a) above; or,

(c) In lieu of the above, or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this lease, including re-entry and reletting of the Premises and Equipment without termination of this lease, and recovery of all expenses of reletting, all reasonable expenses incurred in the alteration and repair of the Premises and Equipment, and the difference between the rent received by Landlord under the new lease

agreement and the rent installments that are due for the same period under this lease, which sum shall be immediately due to Landlord from Tenant.

In addition to the foregoing, upon default, Landlord may (i) declare the entire amount of rent hereunder for the remainder of the term of this lease immediately due and payable; and/or (ii) pursue any other lawful right or remedy incident to the relationship created by this lease. All of the foregoing remedies are cumulative and may be exercised concurrently or separately.

ARTICLE 13

Entry and Inspections

Landlord shall have the right to enter into, upon, over and under the Leased Premises during the term of this lease for the purpose of inspection, construction, repair or other emergency matters, or under government order or requirement. Prior to entering the Leased Premises for any non-emergency reason, Landlord shall give Tenant reasonable notice of the same.

ARTICLE 14

Hazardous Materials

Tenant warrants that it shall permit no installation or placement of Hazardous Material on the Leased Premises, that it shall permit no release of Hazardous Materials of any type, onto or from the Leased Premises in violation of any environmental law, and that Tenant shall indemnify and hold harmless the Landlord from and against all losses, expenses and claims of every kind (including but not limited to attorneys' fees and all other litigation costs) suffered by or asserted against it as a direct or indirect result of the presence or release of Hazardous Material, or failure to comply with any provisions of this Article 14.

ARTICLE 15

Indemnity and Insurance

15.1 Tenant shall, at its expense, maintain and carry insurance as follows:

<u>Types of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory Worker's Compensation
Hazard Insurance on the Premises	\$2,000,000.00
Commercial General Liability	\$1,000,000.00

Tenant shall, upon request, furnish appropriate insurance certificates to Landlord.

Tenant shall, at its expense, maintain and carry hazard insurance on the Equipment as required by Landlord from time to time. The policy or policies for all insurance shall be placed with reputable insurance companies licensed to do business in the State of North Carolina. The hazard insurance shall name Landlord as the insured and the liability insurance shall name Landlord and Tenant as insured parties thereunder, and such policies shall provide that there shall be no cancellation or amendment thereof without ten (10) days' prior written notice to each named insured.

Tenant shall purchase whatever additional insurance is requested by Landlord, if available, from a carrier acceptable to both parties, provided the costs for such additional insurance are reimbursed by Landlord.

15.2 Tenant will indemnify and hold Landlord harmless for any loss suffered by Tenant, its agents, licensees and invitees, at the Leased Premises, regardless of the cause excluding any intentional act or negligence of Landlord or its agent.

ARTICLE 16**Notice Provision**

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given by either hand delivery, or if mailed by a nationally-recognized courier service to the applicable address hereinafter stated, or to such other address as the parties may mutually agree upon:

Tenant

3rd Rock Brewing
4141 Banks Stone Drive
Raleigh NC 27603

Landlord

Jones County
Attention: County Manager
PO Box 340
418 Hwy 58 North
Trenton, North Carolina 28585

ARTICLE 17**Landlord/Tenant Relationship**

The execution of this Agreement and the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent, employer and employee, partnership, joint venture or any other relationship other than that of landlord and tenant.

ARTICLE 18**Holdover**

In the event Tenant remains in possession of the Premises after the expiration of the term of this Agreement without the execution of a new agreement, Tenant shall occupy the Premises under a month-to-month tenancy subject to all the conditions of this Agreement in as much as the same are consistent with such tenancy. However, the rent during such period shall be two hundred percent (200%) of the rent of the month immediately prior to the holdover.

ARTICLE 19

Condemnation or Destruction of the Premises

In the event that twenty-five (25%) or more of the Leased Premises is destroyed or condemned, taken or appropriated by any public or quasi-public authority under the power of eminent domain, police power or similar, either party shall have the right to terminate this Agreement upon thirty (30) days written notice. Regardless of whether this Agreement is terminated hereunder, Landlord shall be entitled to any and all insurance, income, rent, award or interest which may be paid in connections with the destruction, condemnation or appropriation. Nothing herein shall prevent Tenant from bringing a separate action or proceeding for compensation for any of Tenant's property taken.

ARTICLE 20

Insolvency

Either party shall have the right, in its discretion, to declare the Agreement terminated, if:

20.1 By the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of the other party (hereinafter "Other Party"), shall be appointed and the order shall not have been discharged within sixty (60) days, or if, by decree of such a court, said Other Party shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Other Party pursuant to the Federal Bankruptcy Code or any other similar statute, as now or hereinafter in effect, shall be filed against the Other Party and such petition shall not be dismissed within sixty (60) days after such filing, or the Other Party shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or

20.2 The Other Party shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

ARTICLE 21

Short Form Lease

If requested by either party, the Parties shall execute a memorandum of lease for recordation in the Office of the Register of Deeds of Jones County, North Carolina, which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

ARTICLE 22

Miscellaneous

22.1 Condition of Premises and Equipment. Landlord shall furnish to Tenant the Leased Premises and Equipment in substantially the same condition as existing on the Contract Date.

22.2 Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by the party to be charged therewith.

22.3 Severability. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

22.4 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

22.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns.

22.6 Assignment and Subletting. Except as may otherwise be expressly provided herein, Tenant shall not assign any right, obligation, or liability arising hereunder without Landlord's prior written consent, which consent may be withheld for any reason. Any such

assignment or attempted assignment shall be null and void. Nor will Tenant sublet the Leased Premises without first having obtained the written consent of the Landlord, which consent may be withheld for any reason.

22.7 Laws and Regulations. The Tenant at its own cost and expense shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which are applicable to the Leased Premises, and shall not knowingly utilize the premises for any illegal, unsafe, or offensive purposes, functions or acts whatsoever.

22.8 Covenant of Further Assurances. The Parties agree that from and after execution of this Agreement, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement.

22.9 Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent or other charges due under this lease, or on account of any default of the terms and provisions of this lease, or to enforce or interpret any of the covenants, terms, provisions, agreements, or conditions of this lease, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees incurred by such party as part of the costs of such action, the amount of which shall be made part of any judgment or decree rendered.

22.10 Headings. Headings in this Agreement are for convenience and reference only and shall be not used to interpret or construe its provisions.

22.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original..

22.12 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Exclusive venue for any action, whether in equity or in law, shall be Jones County, North Carolina.

22.13 Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto agreeing to the matters and things set forth herein.

IN TESTIMONY WHEREOF, the parties have duly and properly executed this Agreement, as of the Contract Date.

**LANDLORD:
JONESCOUNTY**

By: _____

Zack A. Koonce III
Chairman

ATTEST:

Angelica K. Hall
Clerk

-COUNTYSEAL-

**TENANT:
3rd Rock Brewing, LLC**

By: _____

Jay Hasson (SEAL)

Its: President

SCHEDULE A
(Equipment)

ALL Brewing Equipment in place at the Effective Date.

We will update this list on the Effective Date

EXHIBIT G



Jones County Health Department
418 Hwy 58 N, P. O. Box 216
Trenton, NC 28585

Phone: (252) 448-9111

Wesley P. Smith
Health Director

Fax: (252) 448-1443

Certified Mail, Return Receipt Requested

December 28, 2015

Holly Warren, MD
901 Roundtree Street
Kinston, NC 28501

Re: Extension of Terminated Medical Director Agreement

Dear Holly,

As mutually agreed upon, this letter confirms the extension of the Medical Director Agreement between you and Jones County Health Department for one (1) month, from December 31, 2015 to January 31, 2016. In order to extend the agreement, the attached "Amendment to Medical Director Agreement" needs to be signed and dated by both parties. Please sign and date both copies of this letter and the Amendment to Medical Director Agreement, retain one set for yourself, and return the other set in the enclosed envelope for my records.

I appreciate your understanding and willingness to serve as our Medical Director for this additional period of time while we work out the details of the new agreement with Dr. Rick Watson through ECU Brody School of Medicine, Department of Family Medicine. The extension will allow Dr. Watson to review and sign our Standing Orders, as well as provide him an opportunity to meet with our Medical Provider, Janet Tillman, DNP, RN, FNP-BC.

Please do not hesitate to contact me should you have any questions. Thanks again, and Happy New Year to you and your family!

Sincerely,

Wesley P. Smith
Health Director

12/28/15
Date

Holly Warren, MD
Medical Director

Date

NORTH CAROLINA
JONES COUNTY

AMENDMENT TO
MEDICAL DIRECTOR AGREEMENT

This Amendment is made and entered into by and between JONES COUNTY, a body politic and corporate of the State of North Carolina, JONES COUNTY HEALTH DEPARTMENT, an agency existing under and by virtue of the laws of the State of North Carolina, specifically Sections 153A-77 and 130A-34(b) of the North Carolina General Statutes and HOLLY WARREN, M.D., a physician licensed to practice medicine in the State of North Carolina.

RECITALS

1. The Parties entered into a Medical Director Agreement ("Agreement") on October 6, 2014.
2. Notice of Termination of the Agreement was sent in accordance with the terms of the Agreement with an effective date of termination of December 31, 2015.
3. Parties desire to amend the Agreement as set forth herein such that Jones County Health Department may stay compliant with state and federal law during the transition of its Medical Director position, particularly with regard to the review of standing orders.

NOW THEREFORE, for and in consideration of the matters and things set forth herein, the Parties hereto do hereby amend the Agreement as follows:

1. Article 7, section 7.1 shall be amended to include the following language:
"In the discretion of the Health Director, the Health Director and Medical Director may execute a month-to-month extension of the termination date of this Agreement to the extent such extension is necessary for the continued services provided by the Jones County Health Department pursuant to the Agreement. Such extension shall be in writing and signed by the Health Director and the Medical Director. Any such extension of the termination date shall incorporate the Agreement, including this Amendment by reference as if fully stated therein."

This Amendment is effective on the last date signed below:

JONES COUNTY HEALTH DEPARTMENT
By: Wesley Smith
Wesley Smith
Jones County Health Director
Date Signed: 12/28/15

HOLLY WARREN, M.D.
Date Signed: _____