

Halifax County Board of Commissioners

Vernon J. Bryant, Chairman
J. Rives Manning, Jr., Vice-Chairman
Carolyn C. Johnson
Linda A. Brewer
Marcelle O. Smith
T. Patrick W. Qualls



Tony N. Brown
County Manager
Andrea H. Wiggins
Clerk to the Board
M. Glynn Rollins, Jr.
County Attorney

Monday February 18, 2019 Regular Meeting 5:30 PM

Halifax County Historic Courthouse
10 North King Street, Post Office Box 38, Halifax, North Carolina 27839
252-583-1131/Fax: 252-583-9921
www.halifaxnc.com

The mission of the Halifax County Board of Commissioners is to provide leadership and support for an effective county government that seeks to enhance the quality of life for the people of Halifax County.

Call to Order

Chairman Vernon J. Bryant

Invocation and Pledge of Allegiance

Adoption of the Agenda

Conflict of Interest

Chairman Vernon J. Bryant

In accordance with the Halifax County Board of Commissioners Rules of Procedures and N. C. G. S. Sec.153A-44, it is the duty of every member present to vote on all matters coming before the Board, unless there is a conflict of interest as determined by the Board or by law. Does any Board member have any known conflict of interest with respect to any matters coming before the Board today? If so, please identify the conflict and the remaining Board members will vote to consider the requested excuse.

1. Agenda Items

- A. Proclamation in Support of the Sons of the American Revolution Observance of the Adoption of the Halifax Resolves **Ken Wilson, Halifax Resolves Chapter North Carolina Sons of the American Revolution**
- B. Charters of Freedom Update **Ken Wilson, Charters of Freedom**

2. Public Hearings

- A. One North Carolina Fund Grant for AirBoss Rubber Solutions **M. Glynn Rollins, Jr., County Attorney**
- B. One North Carolina Fund Grant for Reser's Fine Foods, Inc. **M. Glynn Rollins, Jr., County Attorney**
- C. One North Carolina Fund Grant for JBB Packaging LLC **M. Glynn Rollins, Jr., County Attorney**
- D. Halifax County Community Development Block Grant - Economic Development Project Closeout **Cathy A. Scott, Economic Development Director**

3. Agenda Item

- A. Roanoke Connect Fiber Initiative **Curtis Wynn, Roanoke Electric Cooperative President and CEO**

4. Action on Public Hearings

- A. One North Carolina Fund Grant for AirBoss Rubber Solutions **M. Glynn Rollins, Jr., County Attorney**
- B. One North Carolina Fund Grant for Reser's Fine Foods, Inc. **M. Glynn Rollins, Jr., County Attorney**
- C. One North Carolina Fund Grant for JBB Packaging LLC **M. Glynn Rollins, Jr., County Attorney**
- D. Halifax County Community Development Block Grant - **Cathy A. Scott, Economic**

5. Agenda Item

A. Carry Forward of Animal Control Fees

Bruce L. Robistow, Health Director

6. Other Business

County Commissioners

A. Resolution in Honor of Mariah Watson Bullock

Vernon J. Bryant, Chairman

7. Closed Session

County Commissioners

8. Adjourn until the March 11, 2019 Regular Meeting

County Commissioners

*Accommodations for individuals with disabilities may be arranged by contacting
the County Manager's office at 252-583-1131 at least 48 hours prior to the meeting.*



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ken Wilson, Halifax Resolves Chapter North Carolina Sons of the American Revolution

PRESENTER: Ken Wilson, Halifax Resolves Chapter North Carolina Sons of the American Revolution

SUBJECT: Proclamation in Support of the Sons of the American Revolution Observance of the Adoption of the Halifax Resolves

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Proclamation in Support of the Sons of the American Revolution Observance of the Adoption of the Halifax Resolves.

ATTACHMENTS:

Description

- ▢ Proclamation in Support of the Sons of the American Revolution Observance of the Adoption of the Halifax Resolves

TOTAL COST:

COUNTY COST:

REQUEST: Approve the Proclamation in Support of the Sons of the American Revolution Observance of the Adoption of the Halifax Resolves.



Proclamation

In Support of The Sons of The American Revolution Observance of The Adoption of The Halifax Resolves

Whereas, the stated purposes of the National Society, Sons of the American Revolution include: (1) “To perpetuate the memory of the people and events of the American Revolution” and (2) “To maintain and extend the institutions of American freedom”; and

Whereas, the fourth North Carolina Provincial Congress convened on April 4, 1776 in Halifax to determine the direction the colony would take concerning independence; and

Whereas, on April 12, 1776, the appointed committee, under the leadership of Cornelius Harnett, crafted a document that determined not only the direction the colony of North Carolina would take, but also that of all the thirteen colonies; and

Whereas, this document, known as the Halifax Resolves, read in part “*Resolved, that the delegates for this Colony in the Continental Congress be empowered to concur with the delegates of the other Colonies in declaring independency, and forming foreign alliances, reserving to this Colony the sole and exclusive rights of forming a Constitution and laws for this Colony, and of appointing delegates from time to time (under the direction of the general representation thereof), to meet the delegates of the other Colonies for such purposes as shall be hereafter pointed out.*” This document paved the way for the writing of the Declaration of Independence.

Now, Therefore, Be It Proclaimed, that the Halifax County Board of Commissioners, in the State of North Carolina, is fully in support of the Halifax Resolves Chapter, North Carolina Society, Sons of the American Revolution's efforts to commemorate the adoption of this historic document on April 12, 1776.

Be It Further Proclaimed, that a copy of this proclamation be spread upon the minutes of the Halifax County Board of Commissioners this 18th day of February, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC, Clerk to the Board
Halifax County Board of Commissioners



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ken Wilson, Charters of Freedom

PRESENTER: Ken Wilson, Charters of Freedom

SUBJECT: Charters of Freedom Update

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

A brief update will be held regarding the Charters of Freedom.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST:



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for AirBoss Rubber Solutions

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

The NC Dept. of Commerce has approved a One North Carolina Fund grant of \$125,000 to AirBoss Rubber Solutions to assist in the expansion of their operations on Scotland Neck. The grant funds are to be paid to the county, then disbursed to the company under the terms and conditions of a "Local Government Grant Agreement" and a "Company Performance Agreement". Even though these are not county funds, a public hearing must be held pursuant to G.S. 158-7.1(c) concerning the appropriation and expenditure of these grant funds. The county's previously approved Economic Development Incentive Grant constitutes the "local match" required for this state grant.

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Notice of Public Hearing

TOTAL COST:\$125,000 (state grant funds)

COUNTY COST:none

REQUEST: Conduct the public hearing pursuant to G.S. 158-7.1(c).



OPENING STATEMENT PUBLIC HEARING

Public hearings are held for the purpose of receiving comments from the public regarding a specific subject. Those persons desiring to speak will give their name, their physical address, their phone number and the name of the organization they are speaking for, if applicable. We request that each speaker limit their comments solely to the issue at hand and not direct comments toward specific individuals. In the interest of time, please do not repeat facts or issues covered by previous speakers.

If you wish to comment, you should express your opinion on the subject matter and give the Board an understanding of whether you favor, or oppose, the issue being discussed.

The Board of Commissioners values and appreciates the opportunity to listen to the citizens of Halifax County and respectfully requests that the above guidelines be followed.

COUNTY OF HALIFAX

NOTICE OF PUBLIC HEARING

Pursuant to GS 158-7.1 (c), notice is hereby given that the Halifax County Board of Commissioners will hold a public hearing during the meeting of the Board, which begins at 5:30 p.m., February 18, 2019, in the Commissioners' Meeting Room located on the second floor of the Historic Courthouse, 10 N. King St., Halifax, NC.

Pursuant to GS 158-7.1(a), the commissioners intend to appropriate and expend certain grant funds from the N.C. Dept. of Commerce, One North Carolina Fund, as part of a package of economic development incentives to AirBoss Rubber Solutions (the "Company"). Under the terms of the grant, payments will be made to the company in four installments in a total amount not to exceed \$125,000. Among other conditions, payments to the Company are contingent upon the creation and maintenance of new jobs and capital investment in the county.

The commissioners believe this project will stimulate the local economy, promote business and result in the creation of a substantial number of new, permanent jobs in Halifax County that pay at or above the median average wage.

All persons interested in this public hearing are encouraged to attend and express their view. The County of Halifax will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the Public Hearing. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the public hearing.

Andrea H. Wiggins, MMC
Clerk to the Board
Halifax County Commissioners

February 8, 2019



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for Reser's Fine Foods, Inc.

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

The NC Dept. of Commerce has approved a One North Carolina Fund grant of \$250,000 to Reser's Fine Foods, Inc. to assist in the expansion of their operations in Halifax County. The grant funds are to be paid to the county, then disbursed to the company under the terms and conditions of a "Local Government Grant Agreement" and a "Company Performance Agreement". Even though these are not county funds, a public hearing must be held pursuant to G.S. 158-7.1(c) concerning the appropriation and expenditure of these grant funds. The county's previously approved Economic Development Incentive Grant constitutes the "local match" required for this state grant.

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Notice of Public Hearing

TOTAL COST:\$250,000 (state grant funds)

COUNTY COST:None

REQUEST: Conduct the public hearing pursuant to G.S. 158-7.1(c).



OPENING STATEMENT PUBLIC HEARING

Public hearings are held for the purpose of receiving comments from the public regarding a specific subject. Those persons desiring to speak will give their name, their physical address, their phone number and the name of the organization they are speaking for, if applicable. We request that each speaker limit their comments solely to the issue at hand and not direct comments toward specific individuals. In the interest of time, please do not repeat facts or issues covered by previous speakers.

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Pursuant to GS 158-7.1(a), the commissioners intend to appropriate and expend certain grant funds from the N.C. Dept. of Commerce, One North Carolina Fund, as part of a package of economic development incentives to Reser's Fine Foods, Inc. (the "Company"). Under the terms of the grant, payments will be made to the company in four installments in a total amount not to exceed \$250,000. Among other conditions, payments to the Company are contingent upon the creation and maintenance of new jobs and capital investment in the county.

The commissioners believe this project will stimulate the local economy, promote business and result in the creation of a substantial number of new, permanent jobs in Halifax County that pay at or above the median average wage.

All persons interested in this public hearing are encouraged to attend and express their view. The County of Halifax will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the Public Hearing. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the public hearing.

Andrea H. Wiggins, MMC
Clerk to the Board
Halifax County Commissioners

February 8, 2019



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for JBB Packaging LLC

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

The NC Dept. of Commerce has approved a One North Carolina Fund grant of \$150,000 to JBB Packaging LLC to assist in the location of their operations in Halifax County. The grant funds are to be paid to the county, then disbursed to the company under the terms and conditions of a "Local Government Grant Agreement" and a "Company Performance Agreement". Even though these are not county funds, a public hearing must be held pursuant to G.S. 158-7.1(c) concerning the appropriation and expenditure of these grant funds. The county's previously approved Economic Development Incentive Grant constitutes the "local match" required for this state grant.

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Notice of Public Hearing

TOTAL COST:\$150,000 (state grant funds)

COUNTY COST:None

REQUEST: Conduct the public hearing pursuant to G.S. 158-7.1(c).



OPENING STATEMENT PUBLIC HEARING

Public hearings are held for the purpose of receiving comments from the public regarding a specific subject. Those persons desiring to speak will give their name, their physical address, their phone number and the name of the organization they are speaking for, if applicable. We request that each speaker limit their comments solely to the issue at hand and not direct comments toward specific individuals. In the interest of time, please do not repeat facts or issues covered by previous speakers.

If you wish to comment, you should express your opinion on the subject matter and give the Board an understanding of whether you favor, or oppose, the issue being discussed.

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Pursuant to GS 158-7.1(a), the commissioners intend to appropriate and expend certain grant funds from the N.C. Dept. of Commerce, One North Carolina Fund, as part of a package of economic development incentives to JBB Packaging LLC (the "Company"). Under the terms of the grant, payments will be made to the company in four installments in a total amount not to exceed \$150,000. Among other conditions, payments to the Company are contingent upon the creation and maintenance of new jobs and capital investment in the county.

The commissioners believe this project will stimulate the local economy, promote business and result in the creation of a substantial number of new, permanent jobs in Halifax County that pay at or above the median average wage.

All persons interested in this public hearing are encouraged to attend and express their view. The County of Halifax will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the Public Hearing. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the public hearing.

Andrea H. Wiggins, MMC
Clerk to the Board
Halifax County Commissioners

February 8, 2019



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Cathy A. Scott, Economic Development Director

PRESENTER: Cathy A. Scott, Economic Development Director

SUBJECT: Halifax County Community Development Block Grant - Economic Development Project Closeout

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached is the Notice of Closeout Public Hearing for Halifax County's 2013 CDBG-Economic Development Grant (\$1,000,000) for the Klausner Lumber Two Rail Spur Project. The purpose of this hearing is to review the budget and activities that have been accomplished as a result of this grant.

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Advertisement for Closeout Public Hearing - CDBG-ED Project

TOTAL COST:

COUNTY COST:

REQUEST:



OPENING STATEMENT PUBLIC HEARING

Public hearings are held for the purpose of receiving comments from the public regarding a specific subject. Those persons desiring to speak will give their name, their physical address, their phone number and the name of the organization they are speaking for, if applicable. We request that each speaker limit their comments solely to the issue at hand and not direct comments toward specific individuals. In the interest of time, please do not repeat facts or issues covered by previous speakers.

If you wish to comment, you should express your opinion on the subject matter and give the Board an understanding of whether you favor, or oppose, the issue being discussed.

The Board of Commissioners values and appreciates the opportunity to listen to the citizens of Halifax County and respectfully requests that the above guidelines be followed.

NOTICE OF CLOSEOUT PUBLIC HEARING
HALIFAX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ECONOMIC DEVELOPMENT PROJECT
Klausner Lumber Two Rail Spur Project

Notice is hereby given that the Halifax County Board of Commissioners will hold a public hearing on Monday, February 18, 2019 at 5:30 PM in the Commissioners Meeting Room at the Historic Halifax Courthouse, 10 North King Street, Halifax, North Carolina. The purpose of this hearing is to review the budget and activities that have been accomplished through a Community Development Block Grant-Economic Development Project (Grant No. 12-E-2406) in the amount of \$1,000,000. All project activities are complete and Halifax County is in the process of closing out the grant. Specifically, 100% of these funds were spent in the construction of a rail spur which is owned by Halifax County and leased to Klausner Lumber Two located at 260 Piper Lane, Enfield, NC. CDBG-ED Funds represent approximately 38% of the total project cost for the rail spur which supported the creation of 112 jobs and a low-to-moderate income benefit of 62%.

Citizens will be given the opportunity to provide oral and written comments on Halifax County's use of CDBG funds. Interested citizens are encouraged to attend. Citizens having questions regarding the CDBG-Economic Development Project should contact Tony Brown, Halifax County Manager at 252-583-1131. To submit written comments, send to Tony Brown, Halifax County Manager, PO Box 38, Halifax, NC 27839. Persons requiring special accommodations because of disability or physical impairment should contact Andrea H. Wiggins, Clerk to the Board, at 252-583-1131 or TDD# 919/807-4420 or Relay North Carolina TTY# 1-800-735-2962 at least 48 hours prior to the scheduled meeting.

This information is available in Spanish or any other language upon request. Please contact Andrea H. Wiggins at 252-583-1131 or at the Historic Halifax Courthouse, 10 North King Street, Halifax, NC for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Andrea H. Wiggins al 252-583-1131 o en Historic Halifax Courthouse, 10 North King Street, Halifax, NC de alojamiento para esta solicitud.

Andrea H. Wiggins
Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Curtis Wynn, Roanoke Electric Cooperative President and CEO

PRESENTER: Curtis Wynn, Roanoke Electric Cooperative President and CEO

SUBJECT: Roanoke Connect Fiber Initiative

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

A brief presentation will be held regarding the Roanoke Connect Fiber Initiative.

ATTACHMENTS:

Description

- ▢ Roanoke Connect Fiber Initiative

TOTAL COST:

COUNTY COST:

REQUEST:



February 11, 2019

Mrs. Andrea Wiggins, Clerk to the Board
Halifax County Board of Commissioners
PO Box 38
Halifax, NC 27839

RE: February 18, 2019 Presentation by Curtis Wynn, President & CEO of Roanoke Electric Cooperative - Roanoke Connect Fiber Initiative

Dear Mrs. Wiggins:

Mr. Curtis Wynn, President & CEO of Roanoke Electric Cooperative will attend the February 18, 2019 Meeting of the Halifax County Board of Commissioners to provide an update on the Roanoke Connect fiber initiative. The Roanoke Connect project represents the phased construction and implementation of a \$4 million fiber optic network that connects the Cooperative's electric substations as a "Smart Grid" and expands connectivity into their service area (Northampton, Halifax, Hertford, Bertie & Gates Counties) using a combination of fiber and fixed wireless technology. As the Roanoke Connect network expands, more and more member-owners will be able to subscribe to the system's Smart Grid energy efficiency and broadband Internet services.

The Board of Commissioners and staff is looking forward to Mr. Wynn's presentation on this extremely innovative and valuable initiative underway in the Roanoke Electric service area.

Sincerely,

A handwritten signature in black ink, appearing to read "Cathy A. Scott", with a stylized flourish at the end.

Cathy A. Scott
Executive Director

CC: Vernon J. Bryant, Chairman, Halifax County Board of Commissioners
Tony N. Brown, County Manager
Ronnie Locke, Chairman, Halifax County EDC

Halifax County Economic Development Commission

260 Premier Boulevard • Roanoke Rapids, NC 27870

Phone (252) 519-2630 • Fax (252) 519-2632

E-Mail: cathyscott@halifaxdevelopment.com • Website: www.halifaxdevelopment.com



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for AirBoss Rubber Solutions

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please refer to information provided with the public hearing associated with this matter. A proposed resolution authorizing the appropriation and expenditure of grant funds from the NC Department of Commerce - One North Carolina Fund, is attached for your consideration. Also attached is the "Local Government Grant Agreement" and the "Company Performance Agreement" associated with this grant.

ATTACHMENTS:

Description

- ▢ Resolution
- ▢ AirBoss_Local Government Grant Agreement
- ▢ AirBoss_Company Performance Agreement

TOTAL COST:\$125,000 (state grant funds)

COUNTY COST:none

REQUEST: Adopt the attached resolution.

RESOLUTION AUTHORIZING THE
APPROPRIATION AND EXPENDITURE OF GRANT FUNDS
FROM THE N.C. DEPARTMENT OF COMMERCE - ONE NORTH CAROLINA FUND
(AirBoss Rubber Solutions)

WHEREAS, AirBoss Rubber Solutions (the Company) intends to expand its manufacturing operations in Halifax County; and

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes "by the allocation of other revenues whose use is not otherwise restricted by law"; and

WHEREAS, the N. C. Department of Commerce has approved a grant from the One North Carolina Fund in the total amount of \$125,000 in support of the Company's expansion plans (the Grant); and

WHEREAS, the Grant funds will be paid over to Halifax County for disbursement to the Company, subject to the terms and conditions set forth in the One North Carolina Fund Local Government Grant Agreement between Halifax County and the N.C. Dept. of Commerce, and the One North Carolina Fund Company Performance Agreement between Halifax County and the Company (collectively, the Grant Documents), including provisions related to job creation and capital investment; and

WHEREAS, the award of the Grant is also contingent upon certain local incentives from the County to the Company, the appropriation and expenditure of which have already been authorized following a public hearing; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing pursuant to G.S. 158-7.1(c) regarding the appropriation and expenditure of the Grant funds; and

WHEREAS, the expansion of the Company's operations in Halifax County will stimulate, diversify, and stabilize the local economy, promote business in Halifax County, increase the population and taxable property in Halifax County, and result in the creation of a substantial number of good paying jobs in Halifax County; and

WHEREAS, the funding for this incentive will be appropriated from the N.C. Dept. of Commerce One North Carolina Fund; and

NOW, THEREFORE, BE IT RESOLVED THAT, authorization is given for the appropriate county officials to execute the Grant Documents, and to appropriate and expend the grant funds in accordance with the Grant Documents.

Adopted this 18th day of February, 2019.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board

LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: Halifax County

Grant No. 2018-22345

Project Name: AirBoss Rubber Solutions

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “**LGGA**”) is effective the 12th day of December, 2018 (the “**Effective Date**”) by and between the **County of Halifax, North Carolina** (hereinafter referred to as the “**Local Government**”), and the **North Carolina Department of Commerce** (hereinafter referred to as “**DOC**”);

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the “**Program**”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by AirBoss Rubber Solutions (the “**Company**”), a business that has competitively chosen to locate or expand operations for the following project (the “**Project**”) in North Carolina:

A plant (the “**Facility**”) at which the Company will manufacture high quality rubber based products located in or around 500 AirBoss Parkway in the town of Scotland Neck in Halifax County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

WHEREAS; the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

WHEREAS, the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC.

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

II. LOCAL GOVERNMENT’S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the "Secretary") and not inconsistent with the Secretary's authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC's prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the "Public Records Act"), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary's authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and

incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) This Grant award shall terminate and be null and void on March 29, 2019, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date:

11/18/19

By:

Elizabeth Crabill for
Anthony M. Copeland, Secretary

North Carolina Department of Commerce

Signature Page Follows

**County of Halifax
(Local Government)**

Date: _____

(Official Seal)

By: _____

Name: _____

Title: _____

Authorized Official

Date: _____

ATTEST:

_____, Clerk

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 12th day of December 2018 (the "Effective Date"), by and between AirBoss Rubber Solutions, a North Carolina Corporation authorized to do business in North Carolina (the "Company"), and Halifax County, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGGA"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Forty Two (42) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and Five Million Two Hundred Thousand Dollars (\$5,200,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 44 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date;

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

A plant (the “**Facility**”) at which the Company will manufacture high quality rubber based products located in or around 500 AirBoss Parkway in the town of Scotland Neck in Halifax County, North Carolina.

- 1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

- 1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Thirty Eight (38) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by December 12, 2020 (the “**Grant End Date**,” which shall be two years from the date on which the Grant was formally awarded) (the period between December 12, 2018 and December 12, 2020, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Twelve Dollars (\$612) per week (the “**Wage Standard**”).
- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the project and

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

must invest at least Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000) by the Grant End Date (the "**Required Investment**") (90% of the Target Investment).

- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("**Statutorily Qualifying Expenses**"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of One Hundred Twenty Five Thousand Dollars (\$125,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above ("**Performance Criteria**"). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the "**Company Disbursement Request**"), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the "**Local Government Disbursement Request**"). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
 - a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 11 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
 - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 21 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 32 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment, and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Reserved.**
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.
- 4.0 **ADJUSTMENTS TO GRANT AT CLOSEOUT**
- 4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):
- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:
- $$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$
- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:
- $$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$
- c. The amount the Company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.
- 5.0 **OBLIGATIONS BEYOND CLOSEOUT**

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one-year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.

6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the ("Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.
- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on February 28, 2019, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Halifax
(Local Government)

(Official Seal)

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____, Clerk

Signature page follows

*One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018*

AirBoss Rubber Solutions
(Company)

(Corporate Seal)

By: Kimberly Gallagher
Name: Kimberly Gallagher
Title: Vice President
Authorized Corporate Officer

Date: 1/15/19

STATE OF Michigan
COUNTY OF Oakland

I, Clifford Hanserd Jr., a Notary Public of said State and County, do hereby certify that Kimberly Gallagher (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose therein and in the capacity indicated.

Clifford Hanserd Jr.
Notary Public Signature
Clifford Hanserd Jr.
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 15 day of Jan., 2019

(Official Seal or Stamp)



My Commission expires on Jan. 7, 2023

One NC Company Performance Agreement
AirBoss Rubber Solutions / Halifax County
New and Retained Jobs; Company Only
Form 2018



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for Reser's Fine Foods, Inc.

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please refer to information provided with the public hearing associated with this matter. A proposed resolution authorizing the appropriation and expenditure of grant funds from the NC Department of Commerce - One North Carolina Fund, is attached for your consideration. Also attached is the "Local Government Grant Agreement" and the "Company Performance Agreement" associated with this grant.

ATTACHMENTS:

Description

- ▢ Resolution
- ▢ Reser's Local Government Grant Agreement
- ▢ Reser's Company Performance Agreement

TOTAL COST:\$250,000 (state grant funds)

COUNTY COST:None

REQUEST: Adopt the attached resolution.

RESOLUTION AUTHORIZING THE
APPROPRIATION AND EXPENDITURE OF GRANT FUNDS
FROM THE N.C. DEPARTMENT OF COMMERCE - ONE NORTH CAROLINA FUND
(Reser's Fine Foods, Inc.)

WHEREAS, Reser's Fine Foods, Inc. (the Company) intends to expand its manufacturing operations in Halifax County; and

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes "by the allocation of other revenues whose use is not otherwise restricted by law"; and

WHEREAS, the N. C. Department of Commerce has approved a grant from the One North Carolina Fund in the total amount of \$250,000 in support of the Company's expansion plans (the Grant); and

WHEREAS, the Grant funds will be paid over to Halifax County for disbursement to the Company, subject to the terms and conditions set forth in the One North Carolina Fund Local Government Grant Agreement between Halifax County and the N.C. Dept. of Commerce, and the One North Carolina Fund Company Performance Agreement between Halifax County and the Company (collectively, the Grant Documents), including provisions related to job creation and capital investment; and

WHEREAS, the award of the Grant is also contingent upon certain local incentives from the County to the Company, the appropriation and expenditure of which have already been authorized following a public hearing; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing pursuant to G.S. 158-7.1(c) regarding the appropriation and expenditure of the Grant funds; and

WHEREAS, the expansion of the Company's operations in Halifax County will stimulate, diversify, and stabilize the local economy, promote business in Halifax County, increase the population and taxable property in Halifax County, and result in the creation of a substantial number of good paying jobs in Halifax County; and

WHEREAS, the funding for this incentive will be appropriated from the N.C. Dept. of Commerce One North Carolina Fund; and

NOW, THEREFORE, BE IT RESOLVED THAT, authorization is given for the appropriate county officials to execute the Grant Documents, and to appropriate and expend the grant funds in accordance with the Grant Documents.

Adopted this 18th day of February, 2019.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board

LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: Halifax County Grant No. 2018-23190

Project Name: Reser's Fine Foods, Inc.

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the "LGGA") is effective the 29th day of November, 2018 (the "Effective Date") by and between the **County of Halifax, North Carolina** (hereinafter referred to as the "Local Government"), and the **North Carolina Department of Commerce** (hereinafter referred to as "DOC");

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the "Program") to make funding available within North Carolina "to secure commitments for the recruitment, expansion or retention of new or existing businesses"; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by Reser's Fine Foods, Inc. (the "Company"), a business that has competitively chosen to locate or expand operations for the following project (the "Project") in North Carolina:

A manufacturing plant (the "Facility") at which the Company will manufacture and distribute refrigerated foods located in or around 11251 Hwy 903 in the City of Halifax in Halifax County, North Carolina.

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

WHEREAS; the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

WHEREAS, the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC.

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

II. LOCAL GOVERNMENT’S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved,

the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “Secretary”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

(l) In addition, in the event that the Company fails to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and

incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

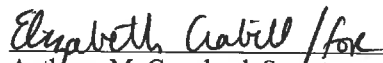
(e) This Grant award shall terminate and be null and void on March 29, 2019, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date: 1/15/19

By:



Anthony M. Copeland, Secretary
North Carolina Department of Commerce

Signature Page Follows

**County of Halifax
(Local Government)**

Date: _____

(Official Seal)

By: _____

Name: _____

Title: _____

Authorized Official

Date: _____

ATTEST:

_____, Clerk

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the "CPA"), effective the 29th day of November, 2018 (the "Effective Date"), by and between Reser's Fine Foods, Inc., an Oregon Corporation authorized to do business in North Carolina (the "Company"), and Halifax County, North Carolina (the "Local Government," and, together with the Company, the "Parties");

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the "DOC"); and

WHEREAS, a One North Carolina Fund grant award in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Grant") has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the "LGGA"); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Seventy Nine (79) new jobs (the "Target New Jobs"), which shall be permanent full-time jobs (each, a "New Job"), and Three Million Two Hundred Thousand Dollars (\$3,200,000) (the "Target Investment") in new investment in the State of North Carolina; and

WHEREAS, the Company has represented that the Grant is necessary to enable the investment and job creation by the Company to occur and go forward in North Carolina; and

WHEREAS, the Grant will enable retention of 205 permanent full-time jobs (the "Retained Jobs"), which is the total number of positions the Company maintained in North Carolina prior to the Effective Date;

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the "Program Guidelines");

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

A manufacturing plant (the “**Facility**”) at which the Company will manufacture and distribute fresh and refrigerated foods located in or around 11251 Hwy 903 in the city of Halifax in Halifax County, North Carolina.

- 1.2 The Company shall maintain its current operations at its facilities in North Carolina and a base level of the number of required Retained Jobs in North Carolina, in addition to any New Jobs to be created as part of this CPA.

- 1.3 The Company shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full Grant, the Company must create Seventy One (71) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by November 29, 2022 (the “**Grant End Date**,” which shall be four years from the date on which the Grant was formally awarded) (the period between November 29, 2018 and November 29, 2022, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Twelve Dollars (\$612) per week (the “**Wage Standard**”).
- 1.5 The Company shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the project, and

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

must invest at least Two Million Eight Hundred Thousand Dollars (\$2,800,000) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).

- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of Two Hundred Fifty Thousand Dollars (\$250,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
 - a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 20 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (v) obtained all required environmental permits.
 - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 40 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 59 New Jobs), (iii) satisfied the Wage Standard and health insurance requirements, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.
 - d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

Government upon proof that the Company has (i) maintained 100% of the Retained Jobs; (ii) created and retained the Required New Jobs, (iii) satisfied the Wage Standard and health insurance requirements, (iv) made the Required Investment, and (v) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

Should it become necessary for a job created after the Effective Date to be counted by the Company as a Retained Job for purposes of establishing the base level of jobs required to be maintained by this CPA, that job may not be double-counted as a New Job.

2.2. DOC will close out the Grant on the first to occur of:

(i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.

(ii) The Grant End Date.

("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 **OBLIGATION TO REPAY GRANT**

3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company substantially ceases operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- 3.3 **Failure to Achieve Wage Standard.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Reserved.**
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

- 4.1 If Closeout occurs on the Grant End Date and the Company has failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):
- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:
$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$
 - b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:
$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$
 - c. The amount the Company has spent on Statutorily Qualifying Expenses
- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company fails to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to verify Retained Jobs, and creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting the Retained Jobs and any other position that does not qualify as a New Job) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from affiliates of the Company in North Carolina, even if those employees are included in the NCUI 101. The Company shall certify how many of the employees listed on the NCUI 101 in each month qualify under the definition of Retained Jobs and New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of the Company.**
- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).

- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 6.4 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

The Company shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the ("Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

The Company has read and understands North Carolina's laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company, to the extent that the Company notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company acknowledges that none of the North Carolina operations owned by the Company or a related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company shall perform and abide by all commitments it made in the Company Application, except as otherwise expressly stated herein. The Company affirms its commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to DOC shall be resolved in favor of this CPA.
- 6.9 The Company indemnifies and holds harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties arising out of or any act or omission of the Company in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or any of its agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's obligations under this Paragraph.
- 6.10 The representations made by the Company in the Company Application to DOC or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company affirms these representations. The Parties agree that any conflict

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

between any representations contained in this CPA and those representations contained in the Company Application to DOC or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.

- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third-party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company shall comply with all applicable federal, state, and local laws and regulations. If the Company fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.
- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

- 6.18 The Company is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company, any such notice being expressly waived by Company to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company.
- 6.20 **This Grant award shall terminate and be null and void on February 15, 2019, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of the Company, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

County of Halifax
(Local Government)

(Official Seal)

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:


_____, Clerk

Signature page follows

*One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018*

Reser's Fine Foods, Inc.
(Company)

(Corporate Seal)

By: 
Name: PAUL LEAMY
Title: COO/TREASURER
Authorized Corporate Officer
Date: 9th Jan. 2019

STATE OF OREGON
COUNTY OF WASHINGTON

I, SARAH J. HOLLOWAY a Notary Public of said State and County, do hereby certify that
PAUL LEAMY (the "principal") personally appeared before me this day, and/or (i) I
have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the
principal's identity, by current State or Federal identification with the principal's photograph, and such
principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose
therein and in the capacity indicated.


Notary Public Signature

SARAH J. HOLLOWAY
Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 9th day of JAN, 20 19.

(Official Seal or Stamp)

My Commission expires on MARCH 5, 20 21



One NC Company Performance Agreement
Reser's Fine Foods, Inc. / Halifax County
New and Retained Jobs; Company Only
Form 2018



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: M. Glynn Rollins, Jr., County Attorney

PRESENTER: M. Glynn Rollins, Jr., County Attorney

SUBJECT: One North Carolina Fund Grant for JBB Packaging LLC

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please refer to information provided with the public hearing associated with this matter. A proposed resolution authorizing the appropriation and expenditure of grant funds from the NC Department of Commerce - One North Carolina Fund, is attached for your consideration. Also attached is the "Local Government Grant Agreement" and the "Company Performance Agreement" associated with this grant.

ATTACHMENTS:

Description

- ▢ Resolution
- ▢ JBB Packaging Local Government Grant Agreement
- ▢ JBB Packaging Company Performance Agreement

TOTAL COST:\$150,000 (state grant funds)

COUNTY COST:None

REQUEST: Adopt the attached resolution.

RESOLUTION AUTHORIZING THE
APPROPRIATION AND EXPENDITURE OF GRANT FUNDS
FROM THE N.C. DEPARTMENT OF COMMERCE - ONE NORTH CAROLINA FUND
(JBB Packaging LLC)

WHEREAS, JBB Packaging LLC (the Company) intends to locate its manufacturing operations in Halifax County; and

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes "by the allocation of other revenues whose use is not otherwise restricted by law"; and

WHEREAS, the N. C. Department of Commerce has approved a grant from the One North Carolina Fund in the total amount of \$150,000 in support of the Company's expansion plans (the Grant); and

WHEREAS, the Grant funds will be paid over to Halifax County for disbursement to the Company, subject to the terms and conditions set forth in the One North Carolina Fund Local Government Grant Agreement between Halifax County and the N.C. Dept. of Commerce, and the One North Carolina Fund Company Performance Agreement between Halifax County and the Company (collectively, the Grant Documents), including provisions related to job creation and capital investment; and

WHEREAS, the award of the Grant is also contingent upon certain local incentives from the County to the Company, the appropriation and expenditure of which have already been authorized following a public hearing; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing pursuant to G.S. 158-7.1(c) regarding the appropriation and expenditure of the Grant funds; and

WHEREAS, the expansion of the Company's operations in Halifax County will stimulate, diversify, and stabilize the local economy, promote business in Halifax County, increase the population and taxable property in Halifax County, and result in the creation of a substantial number of good paying jobs in Halifax County; and

WHEREAS, the funding for this incentive will be appropriated from the N.C. Dept. of Commerce One North Carolina Fund; and

NOW, THEREFORE, BE IT RESOLVED THAT, authorization is given for the appropriate county officials to execute the Grant Documents, and to appropriate and expend the grant funds in accordance with the Grant Documents.

Adopted this 18th day of February, 2019.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board

LOCAL GOVERNMENT GRANT AGREEMENT

THE ONE NORTH CAROLINA FUND

Local Government Name: Halifax County

Grant No. 2018-22807

Project Name: JBB Packaging, LLC

STATE OF NORTH CAROLINA

GRANT AGREEMENT

COUNTY OF WAKE

This Local Government Grant Agreement (the “LGGA”) is effective the 29th day of November 2018 (the “Effective Date”) by and between the **County of Halifax, North Carolina** (hereinafter referred to as the “Local Government”), and the **North Carolina Department of Commerce** (hereinafter referred to as “DOC”);

WITNESSETH:

WHEREAS; the Local Government desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS; the General Assembly has created the One North Carolina Fund (the “Program”) to make funding available within North Carolina “to secure commitments for the recruitment, expansion or retention of new or existing businesses”; and

WHEREAS; the General Assembly has authorized Program funds to be used for installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; and construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; and

WHEREAS; the Local Government has applied for funds in connection with activity to be undertaken by JBB Packaging, LLC (the “Company”), a business that has competitively chosen to locate or expand operations for the following project (the “Project”) in North Carolina:

A manufacturing plant (the “Facility”) at which the Company will manufacture plastic films and plastic packaging *to be located* in or around 100 Grace Drive in the Town of Weldon in Halifax County, North Carolina.

*One NC Local Gov Grant Agreement
JBB Packaging, LLC; JBB Properties, LLC/Halifax County
Company; Related Member Party; New Jobs Only*

WHEREAS; the Local Government has committed to provide matching funds and resources for the Project equal to at least the amount set forth in N.C. Gen. Stat. § 143B-437.72(c)(1) (the “**Match**”); and

WHEREAS; the Local Government’s application (the “**Local Government Application**”) has been approved by DOC for funding, based on the Local Government’s commitments, and the commitments made by the Company in its Program application (the “**Company Application**”); and

WHEREAS, the Company has executed an agreement (the “**Company Performance Agreement**” or “**CPA**”) with the Local Government reflecting the Company’s commitments to expand, create and/or retain jobs and to take other actions that will support North Carolina’s economic development, and the terms on which funds will be made available for such activity from the Program.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, the Local Government and DOC hereby agree as follows:

I. DOC COMMITMENTS AND GRANT CONDITIONS

(a) DOC agrees to provide Program fund in the maximum amount of One Hundred Fifty Thousand Dollars (\$150,000) for the Project (the “**Grant**”), in accordance with the terms of this LGGA and the CPA.

(b) Grant payments disbursed under this LGGA will be disbursed to the Local Government pursuant to N.C. Gen. Stat. § 143B-437.70 *et seq.*, the terms of the Program Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund, established pursuant to N.C. Gen. Stat. § 143B-437.73 and in effect as of the effective date of this LGGA (the “**Program Guidelines**”), consistent with the terms and schedule established in the CPA.

(c) Grant disbursements are conditioned upon the execution of the CPA between the Local Government and the Company, and any other required parties thereto, in a form acceptable to DOC. In addition to the Company and the Local Government, the following is a required party to the CPA: JBB Properties, LLC (“**Related Member Parties**”).

(d) To receive a Grant disbursement, the Local Government must provide or cause to be provided to DOC a properly executed CPA, proof that the Company has performed its obligations under the CPA, proof that the Local Government has met its obligation to provide the Match, a duly executed completed disbursement request and certification in the form of Exhibit A hereof (the “**Local Government Disbursement Request**”), and a duly executed completed Company’s disbursement request and certification in the form of Exhibit A to the CPA (the “**Company Disbursement Request**”).

II. LOCAL GOVERNMENT’S COMMITMENTS

(a) The Local Government agrees to perform the Program and to abide by all commitments, terms and representations in the Local Government Application.

(b) The Local Government agrees to provide the Match in a manner consistent with N.C. Gen. Stat. § 143B-437.72(c)(1), the Program Guidelines and Procedures, and the Local Government Application. The Local Government will provide to the DOC a copy of the duly executed agreement between the Local Government (or other local entity) and the Company governing the local incentives that will be provided to the Company for the Project (the “**Local Incentive Agreement**”), at the time the Local Government returns the executed LGGA. The Company will be ineligible for a Grant disbursement until the Local Incentive Agreement is provided to the DOC. The Local Government will report to the DOC the amount of each incentive payment that is provided to the Company under the Local Incentive Agreement, within thirty (30) days of the date on which it is provided, whether or not the CPA remains in effect.

*One NC Local Gov Grant Agreement
JBB Packaging, LLC; JBB Properties, LLC/Halifax County
Company; Related Member Party; New Jobs Only*

(c) The Local Government agrees to take all steps reasonably necessary to ensure and to establish to DOC that the required levels of jobs are created and/or retained, the required salary levels are achieved, the required levels of investments are made, statutorily qualifying expenses are incurred, any required environmental permits are obtained, and any other required performance criteria are satisfied, and that no Grant funds are disbursed until the performance criteria in the CPA have been met.

(d) The Local Government agrees to take whatever steps may be reasonably necessary to ensure and to establish to DOC that Grant funds disbursed by the Local Government are used only for purposes allowed under the statutory authority creating the Program.

(e) The Local Government agrees to take whatever steps may reasonably be required, after consultation with the Secretary of DOC (the “Secretary”) and not inconsistent with the Secretary’s authority under the CPA, to recapture all disbursed funds for which the Local Government and DOC have a right to be reimbursed.

(f) The Local Government acknowledges that DOC has a right to recapture funds under the CPA and that such right does not relieve the Local Government of its own responsibility to recapture funds.

(g) The Local Government agrees to otherwise reimburse DOC for any funds improperly disbursed, provided, however, that Local Government is under no obligation to reimburse DOC for any improperly disbursed funds that were disbursed with DOC’s prior permission.

(h) The Local Government agrees to keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and the fulfillment of this LGGA. The Local Government shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly. If the Local Government fails to keep and maintain books and records necessary for verifying fulfillment of this LGGA, the Secretary may in his discretion declare this LGGA to be in default, withhold payments for or under this LGGA, and/or require reimbursement of all or any portion of Grant funds previously paid. Prior to taking such action, the Secretary will endeavor to communicate with the Local Government and the Company to discuss the circumstances and the actions being contemplated.

(i) The Local Government agrees to provide any duly authorized representative of DOC or the State of North Carolina at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant for a period of three years following the last payment of Grant funds or for the inspection period specified in the CPA, whichever is longer. To the extent any information or documents gathered pursuant to this section would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “Public Records Act”), the Local Government shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by DOC and its authorized representatives. If the Local Government fails to provide such access and right of inspection, the Secretary may exercise discretion to declare this LGGA in default, to withhold payments under this LGGA and/or require reimbursement of all or any portion of the Grant paid.

(j) The Local Government shall comply with all lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina, and any other applicable laws and/or Executive Orders currently or hereafter in force.

(k) In the event that the Company or Related Member Party fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, the Local Government, after consultation with the Secretary and not inconsistent with the Secretary’s authority under the CPA, shall promptly exercise its rights and remedies to require repayment of funds, or to assess such other penalties as may be provided for in the CPA.

*One NC Local Gov Grant Agreement
JBB Packaging, LLC; JBB Properties, LLC/Halifax County
Company; Related Member Party; New Jobs Only*

(l) In addition, in the event that the Company or Related Member Party fail to fulfill their responsibilities under the Company Application and/or CPA, including their responsibilities to create and/or retain jobs, make investments, and incur statutorily qualifying expenses, and the Local Government recaptures funds from the Company or Related Member Party, the Local Government shall promptly pay to DOC the Grant amounts which it is able to collect.

(m) By not later than January 31 of each year following a calendar year until the full Match has been disbursed to the Company, the Local Government shall submit to the DOC a report detailing Match payments made during the calendar year just ended, together with a cumulative tally of all Match payments made through the end of that calendar year. In addition, the Local Government shall report all other Local Government financial contributions made for the Project. This is required in order to comply with N.C. Gen. Stat. §143B-437.07. Failure to timely file this report will result in ineligibility for Grant payments.

III. GENERAL PROVISIONS

(a) The parties to this LGGA agree and understand that the payment of all sums specified in this LGGA is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds to DOC for this purpose.

(b) Failure of DOC at any time to require performance of any term or provision of this LGGA shall in no manner affect the rights of DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of DOC of any condition or the breach of any term, provision or representation contained in this LGGA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

(c) The recitals are an integral part of this LGGA.

(d) This LGGA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this LGGA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this LGGA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

(e) **This Grant award shall terminate and be null and void on March 15, 2019, if by that date the Local Government has not delivered back to the DOC, an original of this LGGA and of the CPA, duly executed by an authorized official of the Local Government, and attested in the manner provided below, together with a copy of the Local Incentive Agreement.**

Upon execution of this LGGA by DOC and the Local Government in the spaces below, the Local Government hereby accepts the Grant on the terms of this LGGA, effective on the date indicated above, and further certifies that the official signing below has been duly authorized by the Local Government's governing body to execute this LGGA.

North Carolina Department of Commerce

Date:

1/3/19

By:

Elizabeth Crabill Fox

Anthony M. Copeland, Secretary
North Carolina Department of Commerce

Signature Page Follows

One NC Local Gov Grant Agreement
JBB Packaging, LLC; JBB Properties, LLC/Halifax County
Company; Related Member Party; New Jobs Only

**County of Halifax
(Local Government)**

Date: _____

(Official Seal)

By: _____

Name: _____

Title: _____

Authorized Official

ATTEST:

Date: _____

_____, Clerk

COMPANY PERFORMANCE AGREEMENT

THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the “CPA”), effective the 29th day of November, 2018 (the “**Effective Date**”), by, between, and among JBB Packaging, LLC a New Jersey Limited Liability Company authorized to do business in North Carolina (the “**Company**”), JBB Properties, LLC, a New Jersey Limited Liability Company authorized to do business in North Carolina (the “**Related Member Party**”), and Halifax County, North Carolina (the “**Local Government**,” and, together with the Company and Related Member Party, the “**Parties**”);

WITNESSETH:

WHEREAS, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the “**DOC**”); and

WHEREAS, a One North Carolina Fund grant award in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the “**Grant**”) has been negotiated and agreed to by DOC and the Parties; and

WHEREAS, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the “**LGGA**”); and

WHEREAS, the Grant is to be used by the Company toward the goal of creating Fifty (50) new jobs (the “**Target New Jobs**”) which shall be permanent full-time jobs (each, a “**New Job**”), and Eleven Million Dollars (\$11,000,000) (the “**Target Investment**”) in new investment in the State of North Carolina; and

WHEREAS, the Related Member Party will be responsible for some of the performance required by this CPA and the benefits thereof are defined solely between the Company and the Related Member Party; and

WHEREAS, the Company and Related Member Party has represented that the Grant is necessary to enable the investment and job creation by the Company and Related Member Party to occur and go forward in North Carolina; and

WHEREAS, the Grant will stimulate economic activity and create new jobs for the citizens of the State of North Carolina; and

WHEREAS, the Grant is issued pursuant to and subject to the terms of N.C. Gen. Stat. § 143B-437.70 *et seq.* and the Guidelines and Procedures for Commitment of Funds from the One North Carolina Fund (the “**Program Guidelines**”); and

WHEREAS, pursuant to, inter alia, N.C. Gen. Stat. § 143B-437.07 and G.S. 143B-437.72(b), as these statutes may be amended from time to time, the DOC is required to submit regular reports to the North

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

Carolina General Assembly regarding operation of the One North Carolina Fund and the performance and funding requirements for each One North Carolina Fund grant awarded;

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company, the Related Member Party, and the Local Government hereby agree as follows:

1.0 PERFORMANCE CRITERIA

In order to be eligible for the full amount of the Grant, the Company must fulfill the following requirements:

- 1.1 The Company and Related Member Party shall undertake and operate in a timely manner the following project at the following location (the “**Project**”):

A manufacturing plant (the “**Facility**”) at which the Company will manufacture plastic films and plastic packaging to be located in or around 100 Grace Drive in the Town of Weldon in Halifax County, North Carolina.

Required Performance Criteria such as job creation and investment may be performed by either or both of the Company and Related Member Party, which both agree to be bound by the obligations set forth herein, in respect thereof, provided however, all Grant payments shall be made to the Company only, as the sole entity eligible to receive Grant payments.

- 1.2 The Company and Related Member Party shall maintain their current operations at their facilities in North Carolina.

- 1.3 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to create and maintain the Target New Jobs as part of the Project, as described in the Company’s application to DOC (the “**Company Application**”). The New Jobs must be filled by employees hired for the Project on or after the Effective Date who work for at least thirty-five (35) hours per week, and whose wages are subject to withholding under Article 4A of Chapter 105 of the General Statute. Independent contractors, consultants, seasonal and temporary employees are not to be included as New Jobs. In order to be eligible for the full amount of the Grant, the Company must create Forty Five (45) New Jobs (the “**Required New Jobs**”) (90% of the Target New Jobs), by November 29, 2021 (the “**Grant End Date**,” which shall be three years from the date on which the Grant was formally awarded) (the period between November 29, 2018 and November 29, 2021, the “**Grant Period**”).

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or the Related Member Party or any of their related members or affiliates that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this CPA.

- 1.4 The average weekly wage of the group of all permanent full-time jobs at the Facility, including the New Jobs, will equal or exceed Six Hundred Twelve Dollars (\$612) per week (the “**Wage Standard**”).

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

- 1.5 The Company and Related Member Party shall provide health insurance for all permanent full-time employees at the Facility, including the New Jobs, in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d).
- 1.6 The Company, together with the Related Member Party, if applicable, shall make good faith efforts to make the Target Investment in the form of privately funded investment in real property and/or machinery and equipment as part of the Project, and must invest at least **Nine Million Nine Hundred Thousand** Dollars (\$9,900,000) by the Grant End Date (the “**Required Investment**”) (90% of the Target Investment).
- 1.7 The proceeds of the Grant may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) (“**Statutorily Qualifying Expenses**”). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings or for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.
- 1.8 Release of any Grant funds under this CPA is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF GRANT

- 2.1 Proceeds of the Grant up to a total amount of One Hundred Fifty Thousand Dollars (\$150,000) will be disbursed by DOC to the Local Government in four installments based on creation and maintenance of the New Jobs and satisfaction of other performance criteria set out in Section 1.0 above (“**Performance Criteria**”). The number of New Jobs to be counted shall be determined as provided in Paragraph 6.1 hereof. At the time of any requested disbursement, the Company and, as applicable, the Related Member Party, must certify their performance by submitting a duly executed disbursement request and certification in the form of Exhibit A hereto (the “**Company Disbursement Request**”), and the Local Government must submit a duly executed disbursement request and certification in the form of Exhibit A to the LGGA (the “**Local Government Disbursement Request**”). Disbursement will occur on the following schedule and will be subject to any adjustments required by this CPA:
 - a. The first twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than twenty-five percent (25%) of the Target New Jobs (i.e., 13 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements; (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses, and (iv) obtained all required environmental permits.
 - b. The second twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable have together (i) created and retained not less than fifty percent (50%) of the Target New Jobs (i.e., 25 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements; and (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses.

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

- c. The third twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained not less than seventy-five percent (75%) of the Target New Jobs (i.e., 38 New Jobs), (ii) satisfied the Wage Standard and health insurance requirements; and (iii) invested the amount to be disbursed in Statutorily Qualifying Expenses.
- d. The final twenty-five percent (25%) of the Grant will be disbursed to the Local Government upon proof that the Company and Related Member Party, if applicable, have together (i) created and retained the Required New Jobs, (ii) satisfied the Wage Standard and health insurance requirements; (iii) made the Required Investment, and (iv) invested the amount to be disbursed in Statutorily Qualifying Expenses.

The Local Government will submit or cause to be submitted to DOC each Company Disbursement Request and Local Government Disbursement Request, upon proof of the creation of the required number of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of Grant funds from DOC, the Local Government will disburse funds to the Company.

The Company may qualify for disbursement of multiple installments on a single date.

2.2 DOC will close out the Grant on the first to occur of:

- (i) The date as of which DOC shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
 - (ii) The Grant End Date.
- ("Closeout").

Following Closeout, to the extent any Grant proceeds may be due and upon submission of duly completed Company Disbursement Request and Local Government Disbursement Request, a final Grant payment will be disbursed. A request for final payment, if not made previously, must be made to DOC within thirty (30) days following the Grant End Date, provided, however, that if the Company has completed performance and become entitled to a final disbursement of funds under Paragraph 2.1d of this CPA, during any time earlier in the Grant Period, the Company must submit a completed Company Disbursement Request and Local Government Disbursement Request within one year from the date of completed performance (but in no event later than thirty (30) days following the Grant End Date) or forfeit the disbursement.

3.0 OBLIGATION TO REPAY GRANT

- 3.1 **Failure to Provide Health Insurance.** If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company or Related Member Party fail to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

under this CPA and will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.

- 3.2 **Ceasing Project Operations.** If at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the Company and Related Member Party substantially cease operations at the Facility, the Company shall immediately repay all Grant funds previously disbursed in accordance with this CPA.
- 3.3 **Failure to Achieve Wage Standard.** If, at any time during the Grant Period or during the period set forth in Section 5.0 hereof, the average weekly wage of the group of all permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default under this CPA, no further disbursement will be made, and the Company will reimburse DOC the total amount of the Grant previously disbursed in accordance with this CPA.
- 3.4 **Reserved.**
- 3.5 **Other Failures to Comply.** The Company may be required to reimburse Grant funds previously disbursed for failure to comply with Paragraphs 6.4 and 6.16 hereof, or as provided in Paragraphs 4.1 and 5.3 hereof.
- 3.6 **Recovery of Costs.** If the Company fails to reimburse any amount payable hereunder, on demand, the Local Government and DOC may recover the costs of collection to obtain recovery, from the Company, including reasonable attorneys' fees.

4.0 ADJUSTMENTS TO GRANT AT CLOSEOUT

- 4.1 If Closeout occurs on the Grant End Date and the Company, together with the Related Member Party, if applicable, have failed to create and retain the Required New Jobs, has failed to make the Required Investment, or has failed to invest an amount equal to 100% of the Grant in Statutorily Qualifying Expenses, the amount of the Grant shall be reduced to the smallest of the following amounts (the "Adjusted Grant"):

- a. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required New Jobs and the numerator of which is the number of New Jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{New Jobs Actually Created and Retained}}{\text{Required New Jobs}}$$

- b. The amount obtained by multiplying the Grant by a fraction the denominator of which is the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Grant} = \text{Original Grant Amount} \times \frac{\text{Investment Actually Made}}{\text{Required Investment}}$$

- c. The amount the Company has spent on Statutorily Qualifying Expenses

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

- 4.2 To the extent the amount of the Adjusted Grant is less than the amount that has been previously disbursed to the Company, the Company shall reimburse DOC for the difference between the Adjusted Grant and the amount previously disbursed.

5.0 OBLIGATIONS BEYOND CLOSEOUT

- 5.1 If Closeout occurs on or before the date that is exactly one year prior to the Grant End Date, the Company and Related Member Party will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for two (2) years after the date of Closeout.
- 5.2 If Closeout occurs after the date that is exactly one year prior to the Grant End Date, the Company and Related Member Party will maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout until the date that is the one year anniversary following the Grant End Date.
- 5.3 If the Company and Related Member Party fail to maintain at least ninety percent (90%) of the number of New Jobs in place at Closeout for the required time period following Closeout, as specified in Paragraphs 5.1 and 5.2 hereof, the Company will be in default of this CPA and shall reimburse to DOC the total amount of the Grant funds previously disbursed in accordance with this CPA.

6.0 ADDITIONAL PROVISIONS

- 6.1 The Company and Related Member Party shall provide to DOC and the Local Government all documentation deemed necessary by DOC or the Local Government to creation and retention of New Jobs, salary levels, health insurance, investments, Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this CPA, including copies of the N.C. Department of Commerce Division of Employment Security Employer's Quarterly Tax and Wage Report ("NCUI 101"), a list of all positions used in accounting for the Grant and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company to be eligible for disbursements under Paragraph 2.1 hereof, shall be measured by adding the three figures that represent the average number of New Jobs (calculated after deducting any jobs that do not qualify as New Jobs) that have been created during the Grant Period and have been retained during each of the three months of the quarter reported in the Company's and/or Related Member Party's NCUI 101s, and dividing that sum by three, or in such other manner determined by the DOC to reasonably reflect New Job creation. **The Company and Related Member Party shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the Effective Date, or employees that were hired from any affiliates of the Company or Related Member Party in North Carolina, even if those employees are included in their NCUI 101s. The Company and Related Member Party shall each certify how many of the employees listed on their NCUI 101s, respectively, in each month qualify under the definition of New Jobs. For verification of Required Investment, the Company shall provide a fixed asset report and any other documentation requested by DOC. The Company's and Related Member Party's compliance with the job creation and/or retention, investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this CPA shall be attested to under oath by an officer of each of the Company and Related Member Party.**

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

- 6.2 By not later than February 1 of each year during the Grant Period (and with respect to Paragraph 6.2A, through the later of February 1 following the date established pursuant to Paragraph 5 hereof or the date on which the Local Government provides the final funds that would bring the local matching contribution to the level provided by the Grant), the Company must submit the following to the DOC, in the form of Exhibit B hereto:
- A. a copy of the Company's fourth calendar quarter performance (ending December 31) NCUI 101 for the previous calendar year, containing all information required by Exhibit B (N.C. Gen.Stat. §143B-437.07).
 - B. a statement indicating whether the Company expects to have completed Performance Criteria sufficient to request a disbursement during the upcoming state fiscal year (July 1 through June 30). Failure to identify the expected performance over the coming fiscal year may result in ineligibility for a disbursement during that period, or may limit the amount of disbursement available to the Company during the upcoming fiscal year. (N.C. Gen. Stat. §143B-437.72(b)(6b)).
- 6.3 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this CPA, the Company and the Local Government may request an extraordinary modification of this CPA from the Secretary of DOC (the "Secretary"). The Parties agree that any decision to allow such modification shall be at the sole discretion of the Secretary, that such modifications are rarely, if ever, granted, and that the Secretary's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 6.4 The Company and Related Member Party shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Grant and fulfillment of this CPA, including, but not limited to, records to verify employment, salaries, health insurance, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company and Related Member Party each agree that any duly authorized representative of the Local Government or the State of North Carolina, including the DOC, the Office of the North Carolina State Auditor, and the Office of State Budget and Management, shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this CPA throughout the Grant Period and for a period of six years thereafter.

If the Company or Related Member Party fails to keep and maintain books and records necessary for verifying fulfillment of this CPA, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company or Related Member Party fails to provide access and right of inspection sufficient to verify compliance with this CPA, the Local Government or the Secretary, as applicable, may in its or his discretion declare this CPA to be in default, withhold payments for or under this CPA or the LGGA, and/or require reimbursement of all or any portion of the Grant previously paid.

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

The Company and/or Related Member Party shall provide any information DOC requests in order to produce reports or compile data required by the General Assembly.

- 6.5 To the extent any information or documents gathered by or provided to the Local Government or the DOC would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (including, without limitation, N.C. Gen. Stat. §§ 132-1 *et seq.*, commonly referred to as the “**Public Records Act**”), the Company or Related Member Party, as applicable, shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the Local Government and DOC and their authorized representatives.

The Company and Related Member Party have read and understands North Carolina’s laws regarding the treatment of public records and confidential information, including without limitation, those provisions set forth in Exhibit C.

The Company and Related Member Party shall be responsible for any and all costs, expenses, fees, or losses that they or the Local Government or DOC or any other State entity may incur as a result of responding to or resisting any request, subpoena, legal complaint, court order, or other demand seeking to compel such party to release or disclose records, documents, or information pertaining to the Company or Related Member Party, to the extent that the Company or Related Member Party notified the State entity that it objects to such disclosure or release and the State defends against such release; and the Company and Related Member Party shall indemnify the Local Government, DOC, and State entities and their authorized representatives for all costs associated therewith, provided that, no such indemnified party shall be obligated to take any such action.

- 6.6 Notwithstanding anything herein to the contrary, the Parties acknowledge the due execution of the LGGA and agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and the LGGA shall be resolved in favor of the LGGA. The Parties further agree that any conflict between the provisions, requirements, duties, or obligations of this CPA and any program documentation for this Grant other than the LGGA shall be resolved in favor of this CPA.
- 6.7 The Company and Related Member Party acknowledge that none of the North Carolina operations owned by the Company or Related Member Party or of any related entity or affiliate shall be curtailed as a result of the Project.
- 6.8 The Company and Related Member Party shall perform and abide by all commitments they made in the Company Application, except as otherwise expressly stated herein. The Company and Related Member Party affirm their commitments made in the Company Application, and the commitments contained therein are incorporated herein by reference, as if set out in full. The Parties agree that any conflict between the provisions of this CPA and any commitments made in the Company Application to the DOC shall be resolved in favor of this CPA.
- 6.9 The Company and Related Member Party indemnify and hold harmless the Local Government, DOC, and State entities, and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as “Indemnified Parties”), from any claims of third parties arising out of or any act or omission of the Company and/or Related Member Party in connection with the performance of this CPA, and for all losses arising from implementation of this CPA. Without limiting the generality of the foregoing, the Company and Related Member

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

Party release the Indemnified Parties from, and agree that such Indemnified Parties are not liable for, and agree to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with or on or about the Facility, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions, or negligence of the Company or Related Member Party, or any of their agents, contractors, servants, employees, licensees, lessees, or assignees). Each Indemnified Party is an express, third party beneficiary of the Company's and Related Member Party's obligations under this Paragraph.

- 6.10 The representations made by the Company and Related Member Party in the Company Application or as part of the application process are incorporated herein by reference and deemed by the Parties to be material to this CPA. The Company and Related Member Party affirm these representations. The Parties agree that any conflict between any representations contained in this CPA and those representations contained in the Company Application or made as part of the One North Carolina Fund application process shall be resolved in favor of this CPA.
- 6.11 The recitals are an integral part of this CPA.
- 6.12 If the Company or Related Member Party has an overdue tax debt owing to the State of North Carolina, as defined in N.C. Gen. Stat. § 105-243.1, no payments will be made under this CPA or the LGGA until that tax debt has been satisfied. If an overdue tax debt goes unsatisfied by the Company or Related Member Party, for more than one year, this CPA may be declared in default and terminated at the direction of DOC.
- 6.13 The Local Government's obligation to make disbursements to the Company under this CPA is contingent upon the Local Government's receipt under the LGGA of the necessary disbursements from DOC, which are, in turn, contingent on appropriation, allocation and availability of funds for the Grant to DOC.
- 6.14 This CPA constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this CPA, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this CPA, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.
- 6.15 The Parties agree that the State of North Carolina Department of Commerce is a third party beneficiary of this CPA and may, at its option, enforce the terms of this CPA or appear as a party in any litigation concerning it or the Grant.
- 6.16 The Company and Related Member Party shall comply with all applicable federal, state, and local laws and regulations. If the Company or Related Member Party fails to comply with any law or regulation applicable to it, the Secretary may, in his sole discretion, terminate the Grant and declare that no future Grant disbursement shall be due and payable and/or require the Company to

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

reimburse DOC all or part of any Grant funds previously disbursed following the date of any such violation. The Secretary may determine, in his sole discretion, that where the Company is under investigation for an act involving violation of federal, state, local law or regulation, including an unresolved environmental violation, Grant funds be withheld until such time as a determination of culpability or liability is made, and, if the Company or Related Member Party is determined to be in violation, the Grant may be terminated and the Company may be required to reimburse the DOC for all or part of any Grant funds previously disbursed. If such investigation is not concluded within two (2) years of the Grant End Date, the DOC may terminate the Grant.

- 6.17 Failure of the Local Government or DOC at any time to require performance of any term or provision of this CPA shall in no manner affect the rights of the Local Government or DOC at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Local Government or DOC of any condition or the breach of any term, provision or representation contained in this CPA, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
- 6.18 The Company and Related Member Party is encouraged to utilize the services of North Carolina small businesses and minority, female, and disabled contractors, to offer positions in connection with the Project to North Carolina residents, and to use the North Carolina state ports when reasonable and commercially practicable.
- 6.19 In addition to any rights and remedies provided to the Local Government and DOC by law, DOC has the right, without prior notice to Company or Related Member Party, any such notice being expressly waived by Company and Related Member Party to the extent permitted by applicable law, upon the occurrence of any event herein which would result in the Company's obligation to repay some or all of Grant monies disbursed hereunder (including without limitation Section 3, 4 and 5 hereof), to set-off and apply against any amounts due hereunder, any amount owing from DOC or the State to the Company or Related Member Party.
- 6.20 **This Grant award shall terminate and be null and void on February 15, 2019, if by that date the Company has not delivered back to the DOC, two originals of this CPA, duly executed by an authorized officer of each of the Company and Related Member Party, and attested in the manner provided below. This Grant is also subject to the requirement that the Local Government deliver to the DOC, one original each of the LGGA and this CPA, duly executed by an authorized official of the Local Government, within sixty (60) calendar days following the date on which the DOC sends the LGGA and CPA to the Local Government, together with a copy of the agreement with the Company governing the local incentives to be provided for the Project.**

IN WITNESS WHEREOF, the Company, the Related Member Party, and the Local Government have executed this Company Performance Agreement, effective as of the day and year first written above. This CPA is executed under seal for purposes of any statute of limitations.

Approved and Accepted:

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

**County of Halifax
(Local Government)**

(Official Seal)

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, Clerk

Signature Pages Follow

**JBB Packaging, LLC
(Company)**

(Corporate Seal)

By: John Brennan Barba
Name: JOHN BRENNAN BARBA
Title: PRESIDENT
Authorized Corporate Officer

Date: 12/26/2018

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

STATE OF NY
COUNTY OF HERSEN

I, PEGGY S. REITER, a Notary Public of said State and County, do hereby certify that
JOHN BRENDAN GARRA (the "principal") personally appeared before me this day, and/or (i) I
have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the
principal's identity, by current State or Federal identification with the principal's photograph, and such
principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose
therein and in the capacity indicated.

Peggy S. Reiter
Notary Public Signature

Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 26 day of April, 20 18

(Official Seal or Stamp)

My Commission expires on _____, 20__



Signature page follows

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

(Corporate Seal)

**JBB Properties, LLC
(Related Member Party)**

By: John Brendan Barba
Name: JOHN BRENDAN BARBA
Title: PRESIDENT
Authorized Corporate Officer

Date: 12/26/2018

STATE OF NJ
COUNTY OF BERGEN

I, PEGGY S. REITER, a Notary Public of said State and County, do hereby certify that JOHN BRENDAN BARBA (the "principal") personally appeared before me this day, and/or (i) I have personal knowledge of the identity of the principal, and/or (ii) I have seen satisfactory evidence of the principal's identity, by current State or Federal identification with the principal's photograph, and such principal acknowledged to me that he or she voluntarily signed the foregoing document for the purpose herein and in the capacity indicated.

PEGGY S. REITER
Notary Public, State of New Jersey
My Commission Expires
May 02, 2022

Peggy S. Reiter
Notary Public Signature

Notary Printed or Typed Name

Witness my hand and official seal or stamp, this 26 day of Dec, 20 18

(Official Seal or Stamp)

My Commission expires on _____, 20__

PEGGY S. REITER
Notary Public, State of New Jersey
My Commission Expires
May 02, 2022

*One NC Company Performance Agreement
JBB Packaging, LLC; JBB Properties, LLC / Halifax County
Company; Related Member Party; New Jobs Only
Form 2018*

THE ONE NORTH CAROLINA FUND

Addendum to Company Performance Agreement

Between

JBB Packaging LLC, (the "Company"),
JBB Properties LLC, (the "Related Member Party") and
Halifax County (the "Local Government")

This Addendum to Company Performance Agreement ("CPA Addendum"), effective as of the 29th day of November, 2018, is made by, between and among JBB Packaging LLC, a New Jersey limited liability company authorized to do business in the State of North Carolina (the "Company"), JBB Properties LLC, a New Jersey limited liability company doing business in North Carolina without a certificate of authority under G.S. 57D-7-01 (the "Related Member Party") and Halifax County, a unit of local government under Chapter 153A of the N. C. General Statutes (the "Local Government"), collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the Parties have entered into a Company Performance Agreement in connection with a One North Carolina Fund grant in the amount of \$150,000.00 (the "Grant") from the North Carolina Department of Commerce (the "DOC") in support of the Company's operations in Halifax County; and

WHEREAS, the Grant is evidenced by a Local Government Grant Agreement ("LGGA") dated effective November 29, 2018, between the Local Government and the DOC, and designated as Grant No. 2018-22807; and

WHEREAS, by this CPA Addendum, the Parties, with the consent of the DOC, desire to clarify or otherwise amend certain things, terms or conditions related to the CPA;

NOW, THEREFORE, in consideration of the mutual benefit of the things, terms and conditions clarified or amended below, the Parties agree as follows:

1. The Parties acknowledge that the correct corporate name of the Company is JBB Packaging LLC, and that any reference to JBB Packaging, LLC, in the LGGA and the CPA shall mean JBB Packaging LLC.

2. The Parties acknowledge that the correct corporate name of the Related Member Party is JBB Properties LLC, and that any reference to JBB Properties, LLC, in the LGGA and the CPA shall mean JBB Properties LLC.

3. The Related Member Party acknowledges that it has not obtained a certificate of authority from the North Carolina Secretary of State, and further acknowledges that, pursuant to G.S. 57D-7-01(c), the validity of its execution of the CPA and this CPA Addendum is not impaired by its failure to obtain a certificate of authority.

4. The Parties agree that Paragraph 6.14 of the CPA is amended by adding the following sentence at the end of said Paragraph: *"Notwithstanding the foregoing, if the Local Government is the sole plaintiff in any action to enforce this CPA against the Company and/or the Related Member Party as defendant(s), the venue for such action shall be Halifax County, North Carolina."*

5. The Company acknowledges that Brendan Barba is a managing member of the Company, and that he is one in the same person as John Brendon Barba, who executed the CPA as "President" of the Company, and that by execution of this CPA Addendum, all acts of the said John Brendan Barba are ratified and confirmed as authorized acts of the Company.

6. The Related Member Party acknowledges that Brendan Barba is a managing member of the Related Member Party, and that he is one in the same person as John Brendon Barba, who executed the CPA as "President" of the Related Member Party, and that by execution of this CPA Addendum, all acts of the said John Brendan Barba are ratified and confirmed as authorized acts of the Related Member Party.

7. All other matters and things set forth in the LGGA and the CPA not inconsistent with this CPA Addendum remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this CPA Addendum to be executed by their duly authorized officers, effective as of the date set forth above.

[This space intentionally blank. Signatures and notary acknowledgements follow.]

Addendum to Company Performance Agreement
Between
JBB Packaging LLC, (the "Company"),
JBB Properties LLC, (the "Related Member Party") and
Halifax County (the "Local Government")
Effective Date: November 29, 2018

Execution by JBB Packaging LLC

JBB Packaging LLC

By: _____
Brendan Barba

Title: Managing Member

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the aforesaid county and state,
do hereby certify that Brendan Barba personally appeared before me this day and acknowledged that he is
Managing Member of JBB Packaging LLC, a New Jersey limited liability company, and being duly
authorized, executed the foregoing instrument on behalf of said entity.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

Notary Public

Print Name: _____

[Notary stamp/seal here]

My commission expires: _____

Addendum to Company Performance Agreement
Between
JBB Packaging LLC, (the "Company"),
JBB Properties LLC, (the "Related Member Party") and
Halifax County (the "Local Government")
Effective Date: November 29, 2018

Execution by JBB Properties LLC

JBB Properties LLC

By: _____
Brendan Barba

Title: Managing Member

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the aforesaid county and state,
do hereby certify that Brendan Barba personally appeared before me this day and acknowledged that he is
Managing Member of JBB Properties LLC, a New Jersey limited liability company, and being duly
authorized, executed the foregoing instrument on behalf of said entity.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

Notary Public

Print Name: _____

[Notary stamp/seal here]

My commission expires: _____

Addendum to Company Performance Agreement
Between
JBB Packaging LLC, (the "Company"),
JBB Properties LLC, (the "Related Member Party") and
Halifax County (the "Local Government")
Effective Date: November 29, 2018

Execution by Halifax County

Halifax County

By: _____
Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Attest:

Andrea H. Wiggins, Clerk to the Halifax County
Board of Commissioners

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the aforesaid county and state,
certify that Andrea H. Wiggins came before me this day and acknowledged that she is Clerk to the
Halifax County Board of Commissioners, and that by authority duly given and as the act of Halifax
County the foregoing instrument was signed in its name by Vernon J. Bryant, Chairman, Halifax County
Board of Commissioners, sealed with the official county seal, and attested by her as Clerk to the Board.

Witness my hand and official stamp or seal, this _____ day of _____, 2019.

Notary Public

Print Name: _____

[Notary stamp/seal here]

My commission expires: _____



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Cathy A. Scott, Economic Development Director

PRESENTER: Cathy A. Scott, Economic Development Director

SUBJECT: Halifax County Community Development Block Grant - Economic Development Project Closeout

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

After the public hearing, I will request that the Board approve the closeout of the Halifax County Community Development Block Grant - Economic Development Project.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST: Request that the Board of Commissioners take action to officially closeout the Community Development Block Grant - Economic Development Project for the Klausner Lumber Two Rail Spur Project.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Bruce L. Robistow, Health Director

PRESENTER: Bruce L. Robistow, Health Director

SUBJECT: Carry Forward of Animal Control Fees

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

Halifax County Health Department received an additional \$10,529 in revenue for animal control fees for FY17-18. We are asking permission to carry forward this revenue into FY18-19 to perform rabies and spay/neuter clinics.

Our goal is to continue to decrease the euthanasia rates for both dogs and cats. Having more pets vaccinated against rabies makes a safer environment for families by reducing the risk of rabies exposure with pets.

Spaying and neutering more pets will help reduce the unwanted pet population, which in turn will reduce the number of animals coming into our shelter.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:\$10,529

COUNTY COST:\$10,529

REQUEST: Approve Carry Forward to FY18-19.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Vernon J. Bryant, Chairman

PRESENTER: Vernon J. Bryant, Chairman

SUBJECT: Resolution in Honor of Mariah Watson Bullock

DATE: February 18, 2019 Regular Meeting

SUPPORTING INFORMATION:

I will request that the Board adopt the resolution honoring Mariah Watson Bullock.

ATTACHMENTS:

Description

- ▢ Resolution in Honor of Mariah Watson Bullock

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the resolution in honor of Mariah Watson Bullock.



*Resolution
In Honor Of
Mariah Watson Bullock*

Whereas, Mariah Watson Bullock was born on February 28, 1926 in Occoneechee Neck, Jackson, North Carolina and currently reside in Weldon, North Carolina, with family; and

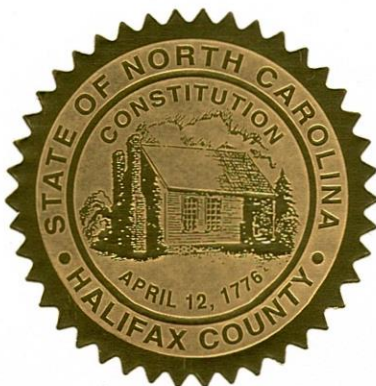
Whereas, Mariah serves as Mother of the Twilight Missionary Baptist Church located in Halifax, North Carolina; and

Whereas, Mariah married the late Wilbert Bullock, Sr., and was blessed with five beautiful children, Wilbert Bullock, Jr., Peggy Bullock Barnes, Anna Bullock Bryant, Essie Mae Bullock, and Rose Bullock Claridy. She is the proud grandmother of ten grandchildren and the proud great-grandmother of seven great-grandchildren; and

Whereas, Mariah loves reading her Bible, listening to gospel music, cooking, praying for her family, and talking on the phone with friends, grandchildren, and great-grandchildren.

Now, Therefore, Be It Resolved, that the Halifax County Board of Commissioners publicly recognizes those who have reached such a remarkable age and who have witnessed and celebrated the innovations, cultural developments, and awesome achievements of this country and does hereby deem it an honor and a pleasure to extend to Mariah Watson Bullock our sincere congratulations and best wishes for many more happy and productive years.

This the 18th day of February, 2019.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC, Clerk to the Board
Halifax County Board of Commissioners