

**DARE COUNTY AIRPORT AUTHORITY
410 AIRPORT ROAD, MANTEO, NC
Wednesday, April 29, 2020
SPECIAL MEETING**

- 4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**
- ITEM 1 ELECTRONIC PARTICIPATION BOARD MEETING POLICY**
- ITEM 2 PUBLIC COMMENTS**
- ITEM 3 APPROVAL OF CLOSED SESSION DECEMBER 2, 2019 MINUTES**
- ITEM 4 PROPOSED PURCHASE CONTRACT – PARCEL#024268091**
- ITEM 5 EASTERN AVIATION FUELS, INC. PROPOSED CONTRACT**
- ITEM 6 AIRBOSS, INC. CONTRACT**
- ITEM 7 ENGINEER’S REPORT**
- ITEM 8 ATTORNEY’S REPORT**
- ITEM 9 CHAIR’S REPORT**
- ITEM 10 DIRECTOR’S REPORT**
- ITEM 11 COMMENTS FROM THE AUTHORITY MEMBERS**
- ITEM 12 ADJOURN**

DARE COUNTY AIRPORT AUTHORITY
Electronic Participation in Airport Authority Board Meetings

The Board of Directors (the “Board”) of the Dare County Airport Authority (the “DCAA”) is committed to conducting its meetings in compliance with the North Carolina Open Meetings Law. To enable all Board members to participate fully in Board meetings, the following requirements shall apply whenever one or more members of the Board can only participate in a Board meeting through electronic means.

A. During a Declared State of Emergency and/or when the health or safety of the public, the Board members or DCAA staff may be adversely affected by the presence of Board members in the same meeting room, the following rules shall apply:

A-1. The Board may meet electronically pursuant to this policy without a quorum physically present in the Board chambers so long as a quorum of the Board is participating whether the individuals are acting remotely or present in the Board chambers.

A-2. Remote participants may vote on matters before the Board as if they are present in the Board chambers.

A-3. The Board may hold a closed session if otherwise allowed by law when it would be unreasonable to wait until a future in-person meeting to hold the closed session, and when the Board can confirm that the technology being used does not allow anyone who would not be allowed to participate in the closed session to intercept or participate in the closed session.

A-4. The Board should take reasonable precautions to limit voting actions to those items which must be voted on at that time or within the time that an in-person meeting could safely and conscientiously occur.

A-5. The Board shall make a reasonable attempt to allow for the following:

a. Real time transmission of audio of the meeting to the public, and if such transmission is not possible, then a reasonable attempt to publish the audio (and video, if any), on the DCAA’s website as soon as reasonably possible; and

b. Public participation during a public comment period if the meeting is a regular meeting and the only regular meeting of the Board that month; and

c. Public participation for any public hearings required by law for the decisions being made during the meeting.

A-6. The Board members shall not deliberate, vote, or otherwise take action upon any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending the Board meeting (in person or electronically) to understand what is being deliberated, voted, or acted upon. However, the Board may deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda, sufficiently worded to enable the public to understand what is being deliberated, voted, or acted upon, are made available for public inspection prior to or at the meeting.

A-7. The Board should also consider taking action at a future meeting having an in-person quorum to ratify any actions taken electronically under this provision which occurred without a physically present quorum and without all the necessary votes for the action physically present in the Board chambers.

B. When a Declared State of Emergency or other threat to public health or safety **does not** exist, the following rules shall apply:

B-1. A quorum of the Board must be physically present in the Board chamber for the meeting.

B-2. The remote participant must be able to hear the Board's discussion and any presentations made to the Board during the meeting.

B-3. Technical arrangements must be made so that the remote participant's comments can be heard by all present for the meeting, including the public.

B-4. The remote participant must notify the Clerk to the Board sufficiently in advance of the meeting to ensure that all requirements for remote participation, including technical and equipment needs can be addressed in advance of the meeting.

B-5. The remote participant may not vote on any matter.

B-6. The remote participant will not be included in determining whether a quorum is present for the meeting.

B-7. The remote participant may not participate in a closed session.

B-8. The remote participant may not participate in any quasi-judicial proceeding.

B-9. The Board minutes must reflect that the remote participant was not physically present but was participating remotely.

B-10. A Board member is discouraged from participating remotely in more than 3 regular Board meetings in a 12-month period.

Adopted and made effective on this the _____ day of _____, 20 ____.

Charles Davidson, Chair

Attest:

Margaret Stauffer, Clerk to the Board



DARE COUNTY AIRPORT AUTHORITY

Dare County Regional Airport

P.O. Box 429 ~ 410 Airport Road
Manteo, NC 27954
(252) 475-5570 ~ Fax (252) 473-1196



DARE COUNTY AIRPORT AUTHORITY CLOSED SESSION GENERAL ACCOUNT AND MINUTES December 2, 2019 Meeting

The Dare County Airport Authority met in closed session at 6:51 PM on December 2, 2019 in the Dare County Regional Airport Centennial Pavilion conference room. The purpose of the closed session pursuant to NCGS 143-318.11(a)(5) to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body and negotiating the price and other material terms of a contract or proposed contract or the acquisition of real property by purchase, options, exchange, or lease. The property that is the subject of the closed session bears Dare County tax parcel number 024268000, has a street address of 0 Culpeper St., Manteo, NC, and is now or formally owned by Roanoke Island Baptist Church, May Bacon, James Reed and various others.

Members Present: Charlie Davidson, Fred Newberry, William Pope, Joe Blakaitis, Pete Burkheimer, Jr., Chad Jones

Members Absent: Wally Overman, George Henderson, Jack Shea

Also Attending: Jay Wheless, Wheless & Wheless, PLLC., John Massey & Steve Bright, Talbert & Bright, David Daniels, Airport Director; Margaret Stauffer, Clerk to the Board

Closed Session:

The Board's retained counsel, Robert Hobbs, had a conflict of interest and could not represent the board in this matter. Mr. Hobbs exited the meeting room prior to the beginning of the closed session.

The Dare County Airport Authority retained Wheless & Wheless, PLLC, to assist with the possible purchase of these lands. Attorney, Jay Wheless, was recognized. Mr. Wheless presented some background information with regard to the land and the potential purchase thereof. He then turned the meeting over to John Massey and Steve Bright for further details.

Mr. Massey advised the board that the appraisal had been received. It established a market value of \$339,900 for the parcel. Afterwards, a Review Appraisal was performed and confirmed this valuation. Mr. Massey indicated that the next step was for the board to establish "just compensation" for the land at a value equal to or above the appraised value. This is an FAA requirement.

Mr. Wheless indicated that the board had the following options:

1. Make no offer at all, end the closed session, return to open session and continue with other board matters.
2. Provide its negotiating agents (Mr. Wheless and airport manager, David Daniels, with a cap of authority in negotiating a potential purchase price. For example, the board might say "at a price not to exceed \$400,000" or some other sum.
3. Authorize the negotiating agents to prepare a written offer to purchase at the appraised value and no more.

Discussion ensued. Mr. Massey reminded the board that the purchase funds would be provided at a 90% / 10% split between the FAA and the board, with the FAA paying the 90%. Above the appraised value, the percentages became less certain and FAA approval and North Carolina Division of Aviation approval could be okay less likely.

Mr. Wheless reviewed the possible development potential for the property. Mr. Bright and Mr. Wheless opined that any time a board can get land next to the airport proper, it should be done – particularly when 90% of the purchase was being paid by someone else. Board members asked whether parts of the land could be sold in the future. Both Mr. Wheless and Mr. Bright argued that, generally, land should be retained. Furthermore, Mr. Bright indicated that FAA and North Carolina Division of Aviation approval would have to be received in order to sell any part of the lands that were purchased with government-provided funds.

Mr. Pope moved that the board accept the appraisal and review appraisal, that the value established be deemed "just compensation" and that Mr. Wheless and Mr. Daniels be given authority to prepare an offer to purchase with appropriate contingencies at a purchase price of \$339,900. Mr. Blakaitis seconded the motion. There was no discussion. The motion passed unanimously.

There was general discussion about what to report in open session. Mr. Wheless indicated that he would handle that verbal report.

MOTION: Pete Burkhimer, Jr. moved to end the closed session and return to open session.
SECOND: Chad Jones
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

The Board returned to open session at 7:11 PM.
General Account and minutes prepared by:

Margaret Stauffer, Clerk to the Board
Dare County Airport Authority

WHELESS & WHELESS, PLLC

ATTORNEYS AT LAW

101 SOUTH HIGHWAY 64

P.O. BOX 500

MANTEO, NORTH CAROLINA 27954

TELEPHONE (252) 473-5500

FACSIMILE (252) 473-1154

WEBSITE: www.whelesslawfirm.com

W. JAY WHELESS - jay@whelesslawfirm.com
DWIGHT H. WHELESS (1940 - 2017)

OFFICES ALSO IN:
COLUMBIA, NC

January 10, 2020

VIA EMAIL AND PERSONAL DELIVERY:

c/o Mr. John Register

Village Realty

Mr. Frederick E. Reed, Jr. (and others)

3378 Spring Valley Road

Delhi, NY 13753

Re: Possible Purchase of Land on Airport Road, Manteo, NC

Dear Rick and other owners:

The Dare County Airport Authority ("the Airport Authority") is interested in acquiring property owned by you ("you" is the collective form) and others located in the approach to Runway 17 adjacent to Dare County Regional Airport. The property is depicted on Attachment #1 (Dare County Parcel ID Numbers 024268-000 and 024268-091 ["the Property"]). This acquisition is being sought by the Airport Authority in coordination with the NCDOT Division of Aviation (and the Federal Aviation Administration ["the FAA"]) to allow the Airport Authority to maintain a safe approach to the runway, free of obstructions.

I apologize that it has taken me so long to contact you about this, but, in accordance with FAA regulations, there were several complicated and time-consuming steps that were required to be performed before the Airport Authority could make an offer to purchase the Property. Among those steps were:

- (1) Perform a boundary survey of the Property;
- (2) Perform an Environmental Due Diligence Audit of the Property;
- (3) Perform an appraisal to establish fair market value of the Property;
- (4) Perform a "review appraisal" to verify the value as stated in the appraisal report (somewhat like a second mini-appraisal verifying facts, details and valuation of the first); and
- (5) Establish "just compensation" for the Property.

Please refer to the attached Statement of the Basis for Determination of Just Compensation (Attachment #2). This document describes the Property more specifically and outlines the appraisal process in detail. Pursuant to various state and federal laws or regulations, the Airport Authority may acquire the Property only if it pays "just compensation" to the owners; this is generally held to be the fair market value of the Property pursuant to competent appraisal. To this end, we had the Property appraised by a qualified real estate appraiser.

The appraiser determined the fair market value to be \$339,900.00. The FAA/NCDOT Division of Aviation and the Airport Authority have reviewed this work. As a result, the Airport Authority found the amount of just compensation for the property to be \$339,900.00.

Thus, the Dare County Airport Authority is offering you (and the other owners) \$339,900.00 for all interests in the Property. We hope there are no adjustments to this figure as each and every change must be reviewed and approved (or not) by the FAA/NCDOT Division of Aviation. Tremendous delays could ensue for such reviews and approval of changes is not assured. Accordingly, we hope for full acceptance of this offer (the specific and detailed terms of which are outlined in Attachment #3 – Agreement of Sale).

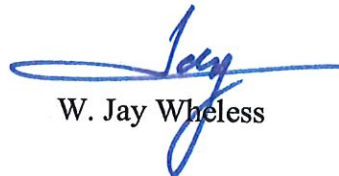
If you agree to this sale and purchase, please have all owners (and spouses of owners) sign all three copies of the Agreement of Sale (Attachment #3). We understand there are many owners. All must execute this Agreement in order to form a binding contract. I have included multiple signature pages so that you can "slip-sheet" the signatures into the main body of the Agreement as signatures are returned to you by the owners.

Return two copies of the fully executed Agreement to me by mail or by personal delivery to my office. Keep the third copy for your records.

The Dare County Airport Authority would like your response as soon as possible, but no later than 30 days from your receipt of this letter. Minor extensions might be acceptable due to the number of signatures you must obtain.

If you have any questions, please contact me by phone or email (email is usually most efficient). Thank you for your favorable consideration of this offer. The Airport Authority would be ready to close in short order assuming our title exam is satisfactory and all owners are prepared to move forward.

Very truly yours,



W. Jay Wheless

WJW:1
Enclosures

c: John Massey P.E., Talbert & Bright w/attachments

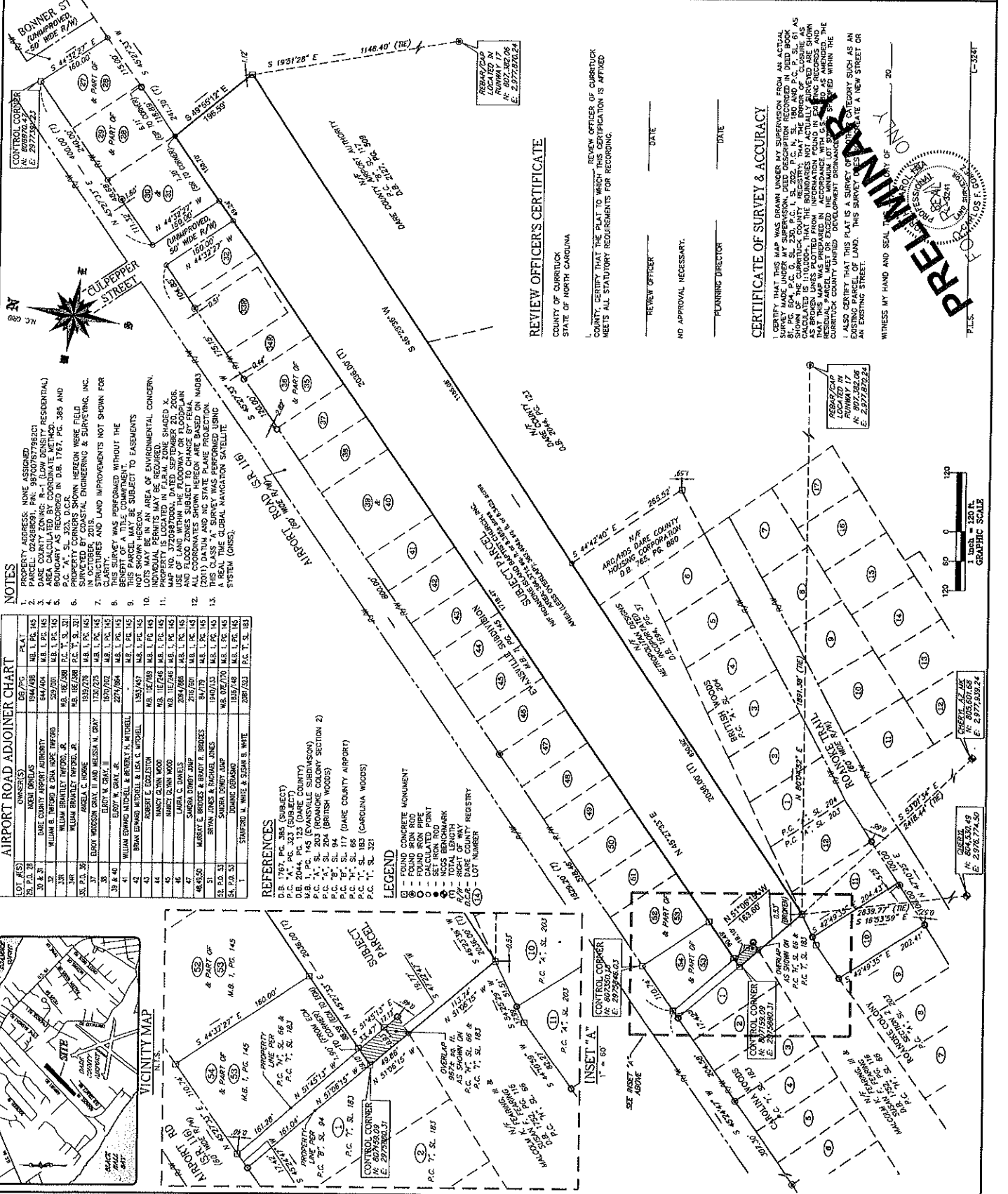
BOUNDARY SURVEY FOR:
DARE COUNTY AIRPORT AUTHORITY
(EQUITABLE OWNER)
DARE COUNTY
MAGS HEAD TWP.
8.365 ACRE PARCEL

SCALE: 1" = 60'
DATE: 10/15/19
CHECKED: [Signature]
PROJECT NO: P720.19
CADD FILE: P720 SURVEY
SHEET: 1 of 1

REVISIONS

NO.	DATE	DESCRIPTION	BY

Coastal
ENGINEERING & SURVEYING, INC.
1425 N. CROATAN HWY.
P.O. Box 1129
Killdy Hawk, N.C. 27949
(252) 261-1333
C-0836 Civil - Structural
Site Development



ATTACHMENT # 2

STATEMENT OF THE BASIS FOR DETERMINATION OF JUST COMPENSATION: DARE COUNTY REGIONAL AIRPORT LAND ACQUISITION

The following information is a summary of how the Airport Authority arrived at a determination of a fair and, in its opinion, reasonable price (Just Compensation) for acquisition of the Reed, Jr. property located at 0 Culpepper Street, Manteo, North Carolina, which has been identified on the attached Exhibit Map (Attachment #1).

PROPERTY AREA TO BE ACQUIRED:

8.365 Acre Parcel ID Numbers 024268-000 and 024268-091
Located at 0 Culpepper Street, Manteo, NC 28954

BASIS FOR DETERMINATION OF JUST COMPENSATION

An appraisal was performed by an independent appraiser, with a review appraisal performed by the NCDOT Right of Way Unit. The appraiser performed an inspection of the property. The appraisal reports considered, but were not confined to, the following items:

- A. Property Description
 - 1. Size
 - 2. Location
 - 3. Access, Shape and Dimensions
 - 4. Drainage/Soils
 - 5. Topography and Vegetation
 - 6. Utilities
 - 7. Flood Hazard Zone
 - 8. Easements and Encroachments
 - 9. Improvements
 - 10. Zoning
 - 11. Property Tax
 - 12. Restrictions
 - 13. History

Current Use of Property: Vacant

- B. Highest and Best Use as Though Vacant: Single Family Subdivision
- C. Methods of Valuation Considered
 - 1. Cost Approach
 - 2. Sales Comparison Approach
 - 3. Income Approach

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.	
Finance Officer Dare County Airport Authority	

ATTACHMENT # 3

NORTH CAROLINA
 DARE COUNTY

AGREEMENT OF SALE

In consideration of the mutually agreed upon terms and conditions set forth herein, the undersigned sellers (hereinafter called the "SELLER") being the owners thereof, agree to sell and convey to the Dare County Airport Authority, a North Carolina Public Authority (hereinafter called the "AIRPORT AUTHORITY" or "Buyer") any and all ownership or "use interests" in and to the parcel (Dare County Parcel ID Numbers 024268-000 and 024268-091) totaling 8.365 acres, more or less, shown in Attachment #1 and described as follows:

8.365 Acre, more or less, Parcel ID Numbers 024268-000 and 024268-091
 Located at 0 Culpepper Street, Manteo, NC 28954

The following terms and conditions will apply:

\$339,900.00 **"Purchase Price"** shall mean the sum of THREE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED DOLLARS *payable on the following terms:*

\$ 1,000.00 **"Earnest Money"** shall mean ONE THOUSAND DOLLARS

Upon this Agreement becoming a contract executed by all parties, the Earnest Money shall be promptly deposited in escrow with WHELESS & WHELESS, PLLC ("Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon herein.

\$338,900.00 **Cash, balance of Purchase Price, at Closing.**

1. **PURCHASE PRICE.** The purchase price shall be payable at Closing by Escrow Agent's trust account check or by wire transfer to an account of the attorney closing agent of SELLER, adjusted as hereinafter set forth for prorations and various Seller expenses natural to closing. Buyer's attorney shall have no duty to divide the proceeds among the various sellers. That shall be the sole burden and responsibility of the seller's attorney. The purchase price represents just compensation as determined by the AIRPORT AUTHORITY and is hereby acknowledged to be the fair market value of the property, inclusive of every interest therein, to be paid by the AIRPORT AUTHORITY through Federal, State, and/or County funds received by the AIRPORT AUTHORITY.
2. **CLOSING.** The AIRPORT AUTHORITY shall specify the place and time of closing, which shall be no later than six months following the date of execution of the Agreement of Sale except as provided herein.
3. **CONFIDENTIALITY.** AIRPORT AUTHORITY and Seller shall keep all terms of the Agreement and the negotiations confidential; however, AIRPORT AUTHORITY may be required to reveal this information to the public at some time in the future when disclosure would not frustrate the purposes for which confidentiality was employed.
4. **LIENS, ETC.** All liens, taxes, deeds of trust, other charges and claims against the property, assessments and other encumbrances shall be paid and satisfied by the SELLER prior to or at Closing and evidence thereof satisfactory to Buyer and as further outlined herein.
5. **ENCUMBRANCES AND CONVEYANCE.** Upon Escrow Agent's receipt of the Earnest Money Deposit, the SELLER, individually and collectively, agrees that this Agreement shall not be revocable and shall not give,


donate, pledge, sell, mortgage, encumber, or otherwise dispose of the property, any part thereof or any interest therein prior to the Closing.

6. **CLOSING EXPENSES.** The SELLER shall pay for preparation of a deed, transfer taxes and revenue stamps required by law and the AIRPORT AUTHORITY shall pay for recording the deed and expenses connected with the examination of title and the Closing.
7. **SPECIAL ASSESSMENTS.** The SELLER warrants that there are no assessments, either pending or confirmed, for sidewalk, paving, water, sewer, grass and/or weed cutting, or other improvements on or adjoining the property, no owner's association dues, nor any other special assessments.
8. **PRORATIONS AND ADJUSTMENTS.** The following items shall be prorated and/or paid prior to or at closing:
 - a) Ad valorem taxes on real property for the current year shall be paid by the SELLER and prorated on a calendar year basis.
 - b) Deferred taxes, if any, shall be paid by the SELLER.
 - c) Ad valorem taxes on personal property for the entire current year and any past years shall be paid by the SELLER.
 - d) All late listing penalties and interest, if any, shall be paid by the SELLER.
 - e) All assessments, if any, shall be paid by the SELLER.
10. **DELIVERIES.** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, development permits of any nature and maintenance records related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer, if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.
11. **EVIDENCE OF TITLE.** Seller agrees to convey fee simple marketable and insurable title to the Property by **GENERAL WARRANTY DEED** without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property and (b) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to Closing, which specific instruments shall be enumerated in the deed referenced in paragraph 3 herein and shall be known as the "Permitted Exceptions"; provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date. Any exception to or against title that is not a "Permitted Exception" that was not known at the time that the Purchase Price was established, shall be valued by Buyer's appraiser to establish its diminished value, if any, on the Property. If Buyer desires to close and assume said exception, then the Purchase Price shall be reduced by the appraiser's diminished valuation, if any, and the parties shall close at the reduced Purchase Price. If Buyer desires to close, but not assume said exception, then the land area or interest affected by the exception shall not be acquired by the Buyer and the Purchase Price shall be reduced by the appraiser's diminished valuation, if any, of the Property less the area affected by the objectionable exception. Alternatively, Buyer may simply not accept one or all of the exceptions or the reduction of the Purchase Price and may terminate the Agreement without claim or demand of Seller.
12. **TITLE EXAMINATION.** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before Closing. In the event that such title examination shows that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than thirty (30) days before Closing, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the

Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. If SELLER requires additional time to remove or cure title defects or objections and is proceeding in good faith with reasonable speed and diligence, then the Closing date shall be adjusted by the parties to accommodate SELLER's efforts, but the ultimate date for Closing shall be determined by the Buyer.

13. SAME CONDITION. If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
14. INSPECTIONS. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this paragraph. Buyer shall have from the Contract Date through the Closing to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO CLOSING, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**
15. TERM. This Agreement shall be irrevocable and shall remain in force in perpetuity, unless the AIRPORT AUTHORITY exercises its right to terminate as provided herein.
16. EXECUTION. This Agreement shall become a binding contract when signed by both the SELLER and the AIRPORT AUTHORITY and shall be executed under seal in duplicate originals, both of which together constitute one and the same instrument, with an executed original being retained by both the SELLER and the AIRPORT AUTHORITY.
17. PARTIES. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, assigns and legal representatives.
18. SPECIAL CONDITIONS. Buyer shall have no obligation to close unless the following conditions precedent shall be satisfied: (a) approval of all closing documents by the FAA/NC DOT Division of Aviation and the Dare County Airport Authority; (b) the area of boundary dispute at the west end of the property shall be resolved and its title shall run to Seller without claim of others before closing; (c) grant funds must be available to buyer in an amount and under conditions suitable to the buyer; (d) spouses of individual sellers must sign this Agreement; and (e) signers for entities must be fully authorized by appropriate entity action and ratification.

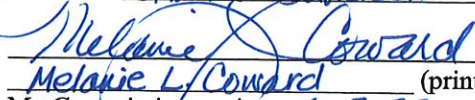
BUYER – DARE COUNTY AIRPORT AUTHORITY, a NC Public Authority:


Representative of Dare County Airport Authority

Date 01/10/2020

NORTH CAROLINA / DARE COUNTY

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 10th day of January, 2020. The person acknowledging execution: Charles Davidson


Melanie L. Coward (print name here), Notary Public
My Commission expires: 6.7.22



AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT

This AGENCY AGREEMENT RENEWAL AND/OR AMENDMENT renews and/or amends the following agency agreement (referred to hereafter as the "Agency Agreement")

- NCAR Form #101 (Exclusive Right to Sell Listing Agreement) dated 01/17/2019
[X] NCAR Form #103 (Exclusive Right to Sell Listing Agreement) dated
NCAR Form #201 (Exclusive Buyer Agency Agreement) dated
NCAR Form #203 (Non-Exclusive Buyer Agency Agreement) dated
NCAR Form #601 (Exclusive Right to Sell Listing Agreement -Auction Sales) dated

entered into by and between Fredrick E. Reed JR., see additional signature addendum ("Client") and Village Realty Holdings, LLC Real Estate Firm ("Firm").

0 Culpepper ST

Property Address/MLS# (if applicable): Manteo, NC 27954

Client and Firm agree that the Agency Agreement is hereby renewed and/or amended in the manner indicated below (Fill in applicable blanks; enter "N/A" in any blank not used):

Renewed and extended until midnight, August 31, 2020. In the event that the term of the Agency Agreement has expired, Client and Firm specifically agree that this Agency Agreement Amendment and/or Renewal shall operate to revive the Agency Agreement for the agreed-upon period of time.

Price shall be changed from \$ N/A to \$

Other amendments:

All terms and conditions of the Agency Agreement not specifically amended herein shall remain the same.

Client and Firm each hereby acknowledge receipt of a signed copy of this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Client: [Signature] Date: 1/17/20
Fredrick E. Reed JR.

Client: Date:

Entity Client: (Name of LLC/Corporation/Partnership/Trust/etc.)

By: Date:

Name: Print Name Title:

Firm (Firm Name): Village Realty Holdings, LLC

By: Authorized Representative John Register Date:



ADDITIONAL SIGNATURES ADDENDUM

NOTE: This form should not be used to add new parties after a contract has been formed [Consult "Guidelines" (Form 3G) for guidance in completing this form]

Property Address: 0 Culpepper ST, Manteo, NC 27954

This ADDITIONAL SIGNATURES ADDENDUM is attached to and made a part of the following named document including any addendum listed here (describe form and addendum by name) Exclusive right to sell Listing agreement Working with Real Estate Agents, Agency Agreement Renewal/and or Amendment ("Document").

The number of parties who need to sign the Document exceed the space provided in the Document. The sole purpose of this Addendum is to provide additional spaces for the identification and signature of the Document by all necessary parties.

By signing this Addendum, each of the additional parties named below acknowledges receipt of the Document and agrees to be bound by all the terms, conditions and/or other provisions contained in the Document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Party Name (print): Dawn Reed [] Buyer [X] Seller [] Other: _____

Signature: Dawn M Reed Date: 1/17/2020

Party Name (print): Robin G Rooks [] Buyer [X] Seller [] Other: _____

Signature: _____ Date: _____

Party Name (print): Sam L. Rooks [] Buyer [X] Seller [] Other: _____

Signature: _____ Date: _____

Party Name (print): Carol R. Vanhoosier [] Buyer [X] Seller [] Other: _____

Signature: _____ Date: _____

Party Name (print): Michael VanHoosier [] Buyer [X] Seller [] Other: _____

Signature: _____ Date: _____

Party Name (print): James R Reed [] Buyer [X] Seller [] Other: 1/27/2020

Signature: James R Reed Date: 1/27/2020

Party Name (print): Frances Reed [] Buyer [X] Seller [] Other: _____

Signature: Frances R Reed Date: 1/27/2020

Ralph D. Reed - Ralph D. Reed [] Buyer [X] Seller [] Other: _____

Entity Party Name (print): Spouse - Kate M. Reed

By: Signature of authorized representative Date Print name and title

[] Buyer [] Seller [] Other: _____

Entity Party Name (print): _____

By: Signature of authorized representative Date Print name and title

[] Buyer [] Seller [] Other: _____



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.



STANDARD FORM 3-T Adopted 7/2015 © 7/2018

ADDITIONAL SIGNATURES ADDENDUM

NOTE: This form should not be used to add new parties after a contract has been formed [Consult "Guidelines" (Form 3G) for guidance in completing this form]

Property Address: 0 Culpepper ST, Manteo, NC 27954

This ADDITIONAL SIGNATURES ADDENDUM is attached to and made a part of the following named document including any addendum listed here (describe form and addendum by name) Exclusive right to sell listing agreement, Working with Real Estate Agents, ("Document").

The number of parties who need to sign the Document exceed the space provided in the Document. The sole purpose of this Addendum is to provide additional spaces for the identification and signature of the Document by all necessary parties.

By signing this Addendum, each of the additional parties named below acknowledges receipt of the Document and agrees to be bound by all the terms, conditions and/or other provisions contained in the Document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Party Name (print): Mary Frieda Bacon [] Buyer [X] Seller [] Other:

Signature: Mary Frieda Bacon Date:

Party Name (print): Spouse Dennis A. Bacon [] Buyer [X] Seller [] Other:

Signature: Dennis A. Bacon Date:

Party Name (print): [] Buyer [X] Seller [] Other:

Signature: Date:

Party Name (print): [] Buyer [X] Seller [] Other:

Signature: Date:

Party Name (print): [] Buyer [] Seller [] Other:

Signature: Date:

Party Name (print): [] Buyer [] Seller [] Other:

Signature: Date:

Party Name (print): [] Buyer [] Seller [] Other:

Signature: Date:

[] Buyer [] Seller [] Other:

Entity Party Name (print): Roanoke Island Baptist Church

By: [Signature] 1-13-20 Wesley M. McQuinn, Jr. Trustee Signature of authorized representative Date Print name and title

[] Buyer [X] Seller [] Other:

Entity Party Name (print): Sean O'Keefe Executor

By: [Signature] Sean O'Keefe, Executor Signature of authorized representative Date Print name and title

[] Buyer [X] Seller [] Other:

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

Village Realty, PO Box 1807 Nags Head NC 27959 Phone: (252)480-2224 Fax: (252)441-1042 John Register



STANDARD FORM 3-T Adopted 7/2015 © 7/2018

SELLER: Roanoke Island Baptist Church

[Signature]
Signature

Wesley Meekins JR.
Seller's Printed Name

Date: 1-13-20

Title: TRUSTEE

Spouses' Signature

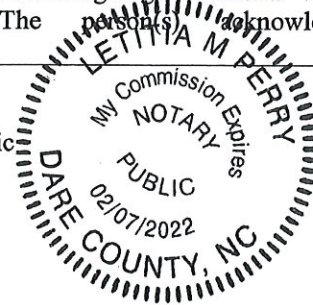
Date: _____

Spouses' Printed Name

STATE OF North Carolina
COUNTY OF Dare

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 13 day of January, 2020. The person(s) acknowledging execution: Wesley Meekins Jr.

Letitia M Perry (Notary's printed name here), Notary Public
My Commission expires: 2/7/22



SELLER:

[Signature]
Signature

Frederick Reed Jr.
Seller's Printed Name

Date: 1/17/2020

[Signature]
Spouses' Signature

Dawn M. Reed
Spouses' Printed Name

Date: 1/17/2020

STATE OF New York
COUNTY OF Delaware

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 17 day of January, 2020. The person(s) acknowledging execution: Frederick Reed Jr. and Dawn Reed

[Signature]
Janice Stevens (Notary's printed name here), Notary Public
My Commission expires: 11-30-20

JANICE STEVENS
NOTARY PUBLIC STATE OF NEW YORK
Delaware County Clerk's No. 4688315
My Commission Expires 11-30-20

SELLER:

Ralph D. Reed

Date: 1-21-2020

Signature
Ralph D. Reed

Seller's Printed Name

Katie M. Reed

Date: 1-21-2020

Spouses' Signature
Katie M. Reed

Spouses' Printed Name

STATE OF New York
COUNTY OF Delaware

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 21 day of January, 2020. The person(s) acknowledging execution: Ralph Reed, Katie Reed

Janice Stevens
Janice Stevens (Notary's printed name here), Notary Public
My Commission expires: 11-30-2020

JANICE STEVENS
NOTARY PUBLIC STATE OF NEW YORK
Delaware County Clerk's No. 4668315
My Commission Expires 11-30-20

SELLER:

Maryfrieda Bacon

Date: 1/20/20

Signature
MARYFRIEDA BACON

Seller's Printed Name

Dennis A Bacon

Date: 1/21/20

Spouses' Signature
DENNIS A BACON

Spouses' Printed Name

STATE OF New York
COUNTY OF Delaware

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 21 day of January, 2020. The person(s) acknowledging execution: Maryfrieda Bacon, Dennis Bacon

Janice Stevens
Janice Stevens (Notary's printed name here), Notary Public
My Commission expires: 11-30-2020

JANICE STEVENS
NOTARY PUBLIC STATE OF NEW YORK
Delaware County Clerk's No. 4668315
My Commission Expires 11-30-20

SELLER:

James R Reed
Signature

Date: 1/27/2020

James R Reed
Seller's Printed Name

Frances H Reed
Spouses' Signature

Date: 1/27/2020

FRANCES H Reed
Spouses' Printed Name

STATE OF New York
COUNTY OF Suffolk

I, the below signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 27th day of JAN, 2020. The person(s) acknowledging execution: JAMES R. REED AND FRANCES H. REED

Andres Silva
ANDRES SILVA (Notary's printed name here), Notary Public
My Commission expires: 03/07/2020

Andres Silva
Notary Public, State of New York
No. 01SI6338383
Qualified in Suffolk County
Commission Expires March 7, 2020

SELLER:

Signature

Date: _____

Seller's Printed Name

Spouses' Signature

Date: _____

Spouses' Printed Name

STATE OF _____
COUNTY OF _____

I, the below signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this ___ day of _____, 2020. The person(s) acknowledging execution: _____

(Notary's printed name here), Notary Public
My Commission expires: _____

SELLER:

Robin G. Rooks
Signature
Robin G. Rooks
Seller's Printed Name

Date: 1-31-2020

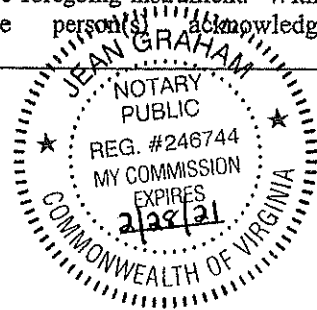
Sam L. Rooks
Spouses' Signature
Sam L. Rooks
Spouses' Printed Name

Date: 1-31-2020

STATE OF Virginia
COUNTY OF Goochland

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 31st day of January, 2020. The person(s) acknowledging execution: Robin Rooks and Sam Rooks

Jean Graham
Jean Graham (Notary's printed name here), Notary Public
My Commission expires: 2/28/21



SELLER:

Carol R. VanHoosier
Signature
Carol R. VanHoosier
Seller's Printed Name

Date: 2/3/2020

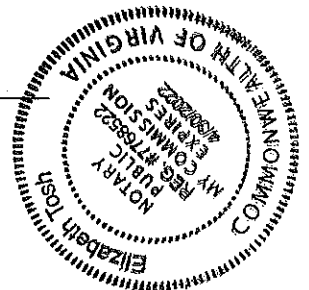
Michael E. VanHoosier
Spouses' Signature
Michael E. VanHoosier
Spouses' Printed Name

Date: 2/3/2020

STATE OF Virginia
COUNTY OF Henrico

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 3 day of February, 2020. The person(s) acknowledging execution: Carol R. Vanhoosier, Michael Everett Vanhoosier

Elizabeth Tosh
Elizabeth Tosh (Notary's printed name here), Notary Public
My Commission expires: 04/30/2022



SELLER:

Signature

Seller's Printed Name

[Handwritten Signature]

SEAN DEFFE

Date:

1-30-2020

Spouses' Signature

Spouses' Printed Name

Date:

KIM E. SCHMIDT
Notary Public, State of New York
Registration #01SC6305524
Qualified In Dutchess County
Commission Expires June 9, 2022

STATE OF New York
COUNTY OF Dutchess

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this 30 day of January, 2020. The person(s) acknowledging execution:

[Handwritten Signature]

Kim E. Schmidt (Notary's printed name here), Notary Public

My Commission expires: 6/9/2022

SELLER:

Signature

Seller's Printed Name

Date:

Spouses' Signature

Spouses' Printed Name

Date:

STATE OF _____
COUNTY OF _____

I, the below-signed, a Notary Public of the aforesaid State and County, do hereby certify that below-named person(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my signature and Notarial Seal this ___ day of _____, 2020. The person(s) acknowledging execution:

(Notary's printed name here), Notary Public

My Commission expires: _____

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

Finance Officer

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

THIS CONTRACT (this "Contract") is made and entered into as of the Effective Date (as defined below), by and between DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, whose address is Attention: Airport Director, PO Box 429, 410 Airport Road, Manteo, NC 27954 (hereinafter referred to as the "Buyer"), and EASTERN AVIATION FUELS, INC., a North Carolina corporation, d/b/a TITAN AVIATION FUELS, whose address is PO Box 12327 (28561), 1001 College Court (28562), New Bern, NC (hereinafter referred to as "Seller").

1. **SERVICES TO BE PROVIDED AND AGREED CHARGES.** The services and/or material to be furnished under this Contract (hereinafter referred to collectively as "SERVICES") and agreed charges for SERVICES rendered pursuant to this Contract are as follows: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of Aviation Fuels (as herein after defined) for use or resale at the Dare County Regional Airport, 410 Airport Road, Manteo, NC (the "Airport").

2. **TERM.**

a. **Initial Term.** The initial term of this Contract is for five (5) years beginning on the first day of February, 2020.

b. **Optional Renewal Term.** After the Initial Term of this Contract, this Contract shall be automatically extended for one (1) additional period of five (5) years, upon the same terms and conditions of the Initial Term of this Contract, unless either party gives to the other party thirty (30) days' written notice before the end of the Initial Term that this Contract shall not be so extended.

c. **No Automatic Extension.** If after the Initial Term and the Optional Renewal Term, if a new contract has not been negotiated and signed by the parties, and if the Seller continues to provide the SERVICES to the Buyer and the Buyer continues to accept and pay for such SERVICES, it shall not be deemed or construed to be a renewal or extension of this Contract, but shall only operate to create a month-to-month term which may be terminated by either party at the end of any calendar month upon thirty (30) days' prior written notice to the other party.

3. **DELIVERIES.** The Aviation Fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by Seller, and deliveries to the Airport by

tank truck in approximately even quantities, in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. PRICING. Buyer agrees to pay for the Aviation Fuels covered by this Contract as follows:

- (1) JET A: Seller's posted dealer price*
- (2) AVIATION GASOLINE 100LL: Seller's posted dealer price*

*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown at the top of Page 1 of this Contract.

"JET A" and "AVIATION GASOLINE 100LL" may be collectively referred to herein as the "Aviation Fuels").

5. PAYMENTS TO SELLER.

a. The Buyer agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this Contract. Unless otherwise specified, the Seller shall submit an itemized invoice to the Buyer by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the Buyer of the invoice.

b. All equipment, and maintenance and repair of equipment, necessary for Seller's performance of this Contract shall be Seller's responsibility.

c. If Seller shall extend credit to the Buyer, the Buyer shall pay Seller sums due under this Agreement net ten (10) days from delivery date via Electronic Funds Transfer.

(1) Seller extends these payment terms and a line of credit based upon the last review of the Buyer's current financial condition. With prior written notice to the Buyer, Seller may change the payment terms or line of credit if there is a material change in the Buyer's financial status as determined by Seller.

(2) Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.

(3) If the Buyer fails to comply with payment requirements, Seller may suspend deliveries until the Buyer pays all sums due hereunder or terminate this Contract forthwith. The suspension or termination of this agreement because of failure of the Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

(4) If the Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with the

Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.

(5) It is further agreed that the Seller, in lieu of reimbursing the Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on the Buyer's account.

6. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this Contract, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by the Buyer.

7. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this Contract discontinue the marketing of any or all grades of aviation fuels in the territory where the Airport is located, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to the Buyer, and the Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

8. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold the Buyer harmless from claims directly caused by the quality or performance of fuels furnished by Seller to the Buyer.

9. TRADEMARKS: Seller grants to the Buyer a nonexclusive, non-transferable right and license to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuels at the Airport. The Buyer will reasonably conform to the branding rules of usage set forth and communicated to the Buyer by Seller. Nonconformance to these rules will result in cancellation of the Buyer's use of the "Shell Aviation" brand or licensed trademark at the discretion of Seller but only after Seller gives the Buyer thirty (30) days' advance written notice of any such violation and an opportunity for the Buyer to cure such noncompliance.

10. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - The Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. The Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - The Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or

underground storage tanks. The Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

11. LIABILITY INSURANCE:

(a) The Buyer shall purchase and maintain at the Buyer's expense the following liability insurance coverage in order to be a branded Shell Aviation provider:

(1) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations, with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(2) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., d/b/a Titan Aviation Fuels as additional insured parties with respect to liability arising from the Buyer's aviation operations, including refueling, de-fueling and/or lubrication of aircraft.

(b) Seller will procure for the Buyer Excess Aviation Refueling Liability Insurance in the amount of fifty million dollars (\$50,000,000) (the "Excess Liability Policy") without any cost or expense to the Buyer for the term of this Contract, provided (1) the Buyer secures and maintains said underlying liability insurance coverage, and (2) such underlying liability insurance coverage procured by Buyer provides \$100,000 per-person sub-limits for bodily injury. Buyer shall be named as the insured on the Excess Liability Policy at all times during the term of this Contract. Seller shall provide Buyer with a true copy of the declarations page for the Excess Liability Policy upon every anniversary or renewal date of the Excess Liability Policy during the term of this Contract.

12. CHARGE / CREDIT CARD PROGRAM: Invoices from credit and charge card sales may be purchased by Seller from the Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to the Buyer from time to time. Upon failure by the Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to the Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. The Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or third party software vendors designated and approved by Seller.

13. CONTRACT FUEL PROGRAM: Seller offers a comprehensive Contract Fuel Program, and the Buyer agrees to participate in this program exclusively. The Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. The Buyer agrees that into-wing services provided by the Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. The Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

14. ADDITIONAL TERMS AND PROVISIONS.

a. Seller shall also do the following:

(1) Provide \$10,000.00 to the Buyer no later than April 1, 2020 for use by the Buyer for repairs to the fuel farm located at the Airport.

(2) Provide the Buyer with a late model refurbished golf cart at no cost, for use by members of the Airport Staff on the Airport only for official Airport business. Seller will provide the golf cart with a 6-month warranty covering any mechanical repairs. Otherwise, Seller provides the golf cart "as is" without any maintenance, repairs or replacements.

(3) Provide the Buyer with a one-time \$12,000 payment no later than March 1, 2019 to be used toward the cost of repairs to the Buyer-owned refueler trucks, and provide loaner Jet-A fuel at no cost if needed during such repairs.

(4) Provide the Buyer with a one-time \$2,500 corporate sponsorship for an AOPA Fly-In held at the Airport if an AOPA Fly-In is hosted by the Buyer during the term of this Contract.

(5) Provide the Buyer with 500 gallons of Aviation Gasoline 100LL fuel once per year for use by the "Candy Bomber" during its annual candy drop held at the Airport each December.

(6) Provide the Buyer with a loaner refueler truck for special events held at the Airport at no cost to the Buyer except for freight both ways, which such freight cost would be the Buyer's responsibility.

b. AVAILABILITY OF FUNDS. This Contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

c. NOTIFICATION OF DIRECTOR WHILE ON SITE. Seller agrees to report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

15. INDEPENDENT CONTRACTOR.

a. Both the Buyer and the Seller agree that the Seller shall act as an independent contractor and shall not represent itself as an agent or employee of the Buyer for any purpose in the performance of the Seller's duties under this Contract. Accordingly, the Seller shall be responsible for payment of all Federal, State and local taxes arising out of the Seller's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

b. In performing the SERVICES, the Seller is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in

the Seller's professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

c. Seller shall comply with all requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, and shall attest to such with the affidavit attached to this Contract.

d. All equipment, and maintenance and repair of equipment, necessary for Seller's performance of this Contract shall be the Seller's responsibility except as expressly provided otherwise in this Contract.

16. SELLER'S INSURANCE AND INDEMNITY.

a. Intentionally omitted.

b. Seller shall be fully responsible to the Buyer for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Seller.

c. In addition, Seller shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the Seller is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the Seller shall carry or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

d. Seller agrees to furnish the Buyer proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

e. Seller upon request by the Buyer shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the Buyer verifying the existence of any insurance coverage required by the Buyer. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

17. HEALTH AND SAFETY. Seller shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the SERVICES. The Seller shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the SERVICES and other persons who may be affected thereby.

18. RIGHT TO REVIEW SERVICE RECORDS. The Buyer shall have the right (but not the obligation) to review Seller's service records to confirm what SERVICES were performed, who performed the SERVICES, and when the SERVICES were performed.

19. NON-DISCRIMINATION IN EMPLOYMENT. The Seller shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the Seller is determined by the final order of an appropriate agency

or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the Buyer, and the Seller may be declared ineligible for further Buyer contracts.

20. TAXPAYER IDENTIFICATION NUMBER. If requested, Seller shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the Buyer within five (5) business days after receipt of the Buyer's request.

21. DISCLOSURE BY CONTRACTOR. Seller represents and warrants that Seller has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the Buyer in connection with this Contract.

22. E-VERIFICATION OF EMPLOYEES. The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this Contract, that either:

(a) The CONTRACTOR or subcontractor employs less than 25 employees who are employed for 9 months or more during a 12-consecutive-month period; or

(b) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25(5), to verify the work authorization of each employee.

23. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the First Judicial District of the General Court of Justice of the State of North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

24. CONTRACT DOCUMENTS/AMENDMENTS.

a. This Contract, together with any purchase order and any attached CONTRACTOR proposals or exhibits, constitutes the entire contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

b. In the event of a conflict between any provision of this Contract and any term or condition contained in any Seller proposal that may be attached hereto, the terms and conditions of this Contract shall control.

25. EFFECTIVE DATE. The "Effective Date" of this Contract is the date that (1) the last one of Seller and the Buyer has signed this Contract, and (2) such signing is communicated to the other party as the case may be.

26. NOTICES. Any notice required or permitted to be given under this Contract shall be effective if in writing and by certified mail, return receipt requested, or by nationally recognized commercial delivery service, to the address for the party provided in this Contract. Any party

may change the address to which such notices are to be addressed by giving each other party notice in the manner herein set forth.

27. PREAUDIT CERTIFICATION. This CONTRACT shall not become effective, nor should it be considered binding, until it has been preaudited as evidenced by the finance officer's signature on the preaudit certificate.

28. ATTACHMENTS. The following documents are attached to and made a part of this Contract: NONE.

(continued on the following page)

29. SIGNATURES. Both the Buyer and the Seller agree to this Contract.

Buyer:

DARE COUNTY AIRPORT AUTHORITY

Date: _____, 2020 BY: _____
Chair

Seller:

EASTERN AVIATION FUELS, INC.

Date: _____, 2020 BY: _____
Robert L. Stallings, IV, President

**This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.**

Finance Officer

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

THIS CONTRACT (this "CONTRACT") is made and entered into as of the EFFECTIVE DATE (as defined below), by and between the DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, PO Box 429, Manteo, NC 27954 (hereinafter referred to as the "DCAA"), party of the first part and AIR BOSS, INC., a North Carolina corporation, SS/EID# 20-1776507, 220 Seven Oaks Landing, Belmont, NC 28012 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

a. The services and/or material to be furnished at the Dare County Regional Airport, Manteo, NC (the "AIRPORT") under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

(1) CONTRACTOR shall provide VHF radios/antennas along with discrete frequencies issued by the FAA/FCC if needed.

(2) CONTRACTOR shall provide two (2) certified professional Air Traffic Controllers for four (4) hours per day (within the HOURS OF OPERATION) during periods of peak air traffic, as determined by the CONTRACTOR after consultation with the AIRPORT Director, for the entire term of this CONTRACT. At all other times during the HOURS OF OPERATION, CONTRACTOR shall provide one (1) certified professional Air Traffic Controller for the entire term of this CONTRACT.

(3) CONTRACTOR shall provide tower controller services for the coordination of aircraft operations into and out of the AIRPORT during the HOURS OF OPERATION.

(4) CONTRACTOR's days and hours of operation at the AIRPORT during the term of this CONTRACT shall be 8:30 AM ET to 6:30 PM ET seven (7) days per week (the "HOURS OF OPERATION")

(5) CONTRACTOR shall maintain for the DCAA a daily record of the number of aircraft operations at the AIRPORT during the HOURS OF OPERATION.

Initials: _____

(6) CONTRACTOR shall report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

b. DCAA shall pay CONTRACTOR the following amounts (the "CONTRACT PRICE") for SERVICES rendered under this CONTRACT on a fiscal year basis (July 1 through June 30). All SERVICES may be altered with an amendment to this CONTRACT approved by the DCAA and CONTRACTOR:

(1)	FY 2020:	
	25% payment due on the Effective Date of this CONTRACT:	\$38,750.00
	25% payment due on June 1, 2020:	\$38,750.00
(2)	FY 2021:	
	25% payment due on July 1, 2020:	\$38,750.00
	25% payment due on August 1, 2020:	\$38,750.00*

* DCAA reserves the right to hold back up to \$4,000.00 from the final payment due on August 1, 2020 (the "HOLDBACK") to cover any damage to the DWELLING (as defined herein) leased by the AIRPORT from a third party for use by the employees of CONTRACTOR during the CONTRACT TERM. Any damage caused by CONTRACTOR's employees, APPROVED PETS (as defined below), family members, invitees, licensees or guests shall be deducted by AIRPORT from the Holdback, with any remaining amount payable to CONTRACTOR accompanied by an itemized list of the deductions and the reasons for such deductions.

c. The DCAA may prepay any or all of the CONTACT PRICE in full or in part at any time without penalty.

2. TIME PERIOD FOR SERVICES; AVAILABILITY OF FUNDS

a. CONTRACTOR shall provide the SERVICES to the DCAA beginning at 8:30 AM ET on May 18, 2020 and end on September 11, 2020 at 7:00 PM (the "CONTRACT TERM").

b. Notwithstanding anything in this CONTRACT to the contrary, this CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The DCAA agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. Unless otherwise specified by a schedule developed by CONTRACTOR and DCAA prior to each payment due date, the CONTRACTOR shall submit

Initials: _____

an invoice to the DCAA before each due date for payment under this CONTRACT. Payment will be processed promptly upon receipt and approval by the DCAA of the invoice.

4. DCAA's RESPONSIBILITIES

The DCAA shall have the following responsibilities under this CONTRACT:

a. The DCAA shall provide to CONTRACTOR's employees, at no additional cost to CONTRACTOR, a three (3) bedroom residential dwelling (the "DWELLING") for the entire CONTRACT TERM. The DWELLING must accommodate housetrained cats and/or dogs as pets (the "APPROVED PETS"). CONTRACTOR reserves the right to require relocation if the DWELLING offered by the DCAA is unsatisfactory in the CONTRACTOR's sole discretion. CONTRACTOR agrees to perform an in-person inspection of a proposed DWELLING at DCAA's request prior to the beginning of the CONTRACT TERM and prior to the DCAA executing a lease for the DWELLING with its landlord, in order to confirm CONTRACTOR's satisfaction with the DWELLING.

b. The DCAA shall provide one (1) computer line/WiFi with passcode.

c. The DCAA shall provide one (1) outside landline telephone line for communication.

d. The DCAA shall provide a remote AWOS display located in the Air Traffic Control Tower.

e. The DCAA shall provide access to the Airport Terminal Building and the Air Traffic Control Tower at all times during the HOURS OF OPERATION.

f. The DCAA shall provide usage of radios and antennas located within the Air traffic Control Tower.

g. The DCAA shall clean the Air Traffic Control Tower at least weekly.

h. The DCAA shall keep the terminal building locked when no DCAA or CONTRACTOR personnel are in the building.

5. OTHER FEES AND CHARGES

The CONTRACT PRICE does not include any applicable Federal, State or local taxes and/or fees. The DCAA shall provide any and all Federal, State and/or local licenses and fees associated with the SERVICES provided by the CONTRACTOR at the AIRPORT, including but not limited to any copyright fees and charges if applicable.

Initials: _____

6. LIMITS OF RESPONSIBILITY

CONTRACTOR's responsibilities are limited to providing the SERVICES under this CONTRACT. CONTRACTOR's employees will assist and advise the DCAA's employees on matters of aircraft operations and safety, but in all cases when the CONTRACTOR's employees request decisions from DCAA employees as to aircraft operations and activities, the final decisions for such aircraft operations and activities at the AIRPORT shall rest with the DCAA.

7. INDEPENDENT CONTRACTOR

a. Both the DCAA and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the DCAA for any purpose in the performance of the CONTRACTOR'S duties under this CONTRACT. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this CONTRACT, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

b. In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

c. The CONTRACTOR shall comply with all requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, and shall attest to such with the affidavit attached to this CONTRACT.

d. All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR's performance of this CONTRACT shall be the CONTRACTOR's responsibility except as expressly provided otherwise in this CONTRACT.

8. INSURANCE AND INDEMNITY

a. The CONTRACTOR shall indemnify and save harmless the DCAA, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the DCAA or which the DCAA must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of CONTRACTOR's obligations under the terms of this CONTRACT.

b. The DCAA shall indemnify and save harmless the CONTRACTOR, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the CONTRACTOR or which the CONTRACTOR must pay and incur by reason of or in any manner resulting from injury, loss or

Initials: _____

damage to persons or property resulting from negligent performance of or failure to perform any of the DCAA's obligations under the terms of this CONTRACT.

c. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, obtain, maintain, and keep in full force and effect during the CONTRACT TERM, commercial general liability insurance (without deductible) in a form approved in the State of North Carolina (including broad form property damage coverages). The limits of liability shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The DCAA, its officers, directors, and employees, and the employees of Dare County, shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Contract. CONTRACTOR shall provide the DCAA with evidence of such insurance at least five (5) business days before the commencement date of the term of this CONTRACT.

d. The CONTRACTOR shall be fully responsible to the DCAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by CONTRACTOR.

e. In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry, or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

f. The CONTRACTOR agrees to furnish the DCAA proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

g. The CONTRACTOR upon request by the DCAA shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the DCAA verifying the existence of any insurance coverage required by the DCAA. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

9. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the SERVICES. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the SERVICES and other persons who may be affected thereby.

10. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take

Initials: _____

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this CONTRACT may be canceled, terminated or suspended in whole or in part by the DCAA, and the CONTRACTOR may be declared ineligible for further DCAA contracts.

11. TAXPAYER IDENTIFICATION NUMBER.

If requested, CONTRACTOR shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the DCAA within five (5) business days after receipt of the DCAA's request.

12. DISCLOSURE BY CONTRACTOR

CONTRACTOR represents and warrants that CONTRACTOR has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the DCAA in connection with this CONTRACT.

13. GOVERNING LAW

This CONTRACT shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this CONTRACT shall be brought in the General Court of Justice of the State of North Carolina in Dare County, North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

14. OTHER PROVISIONS

If applicable, this CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

15. CONTRACT DOCUMENTS/AMENDMENTS

a. This CONTRACT, together with any purchase order and any attached CONTRACTOR proposals or exhibits, constitutes the entire CONTRACT between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

b. In the event of a conflict between any provision of this CONTRACT and any term or condition contained in any CONTRACTOR proposal that may be attached hereto, the terms and conditions of this Contract shall control.

Initials: _____

16. EFFECTIVE DATE

The "Effective Date" of this CONTRACT is the date that (1) the last one of CONTRACTOR and the DCAA has signed this CONTRACT, and (2) such signing or initialing is communicated to the other party as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this CONTRACT are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this CONTRACT.

17. ATTACHMENTS

The following documents are attached to and made a part of this CONTRACT: NONE.

(continued on the following page)

18. SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this CONTRACT as of the EFFECTIVE DATE.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY: _____
Charles Davidson, Chair

Date: _____, 20____

CONTRACTOR:

AIR BOSS, INC.

BY: _____
George E. Cline, President

Date: _____, 20____

Initials: _____