

FINAL COMMENTS & ADJOURNMENT

Chairman Nelson and County Manager Heath thanked Ms. Stinagle for coming to our Retreat and asked her if she had any final comments. She congratulated the Board on their insight and the things that they are looking to do. She feels that the County is in good financial condition. Chairman Nelson and County Manager Heath thanked the Board for attending. They asked if there were any further comments or questions. There being none, the Retreat was adjourned at 2:05 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

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REGULAR MEETING  
April 7, 2025  
6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 7, 2025, at 6:50 p.m. in the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

- MEMBERS PRESENT:

Wallace E. Nelson, Chairman  
Timothy J. Corprew  
Kathryn M. Treiber

Charles Woodard, Vice Chairman  
Joseph W. Hoffer  
James W. Ward
- MEMBERS ABSENT:

None
- OTHERS PRESENT:

Robert Daniel, County Attorney  
Frank Heath, County Manager  
Rebecca Corprew, Clerk to the Board

Brandon Shoaf, Assistant County Manager  
Mary P. Hunnicutt, Clerk to the Board

Chairman Nelson called the meeting to order. Commissioner Treiber gave the invocation, and the Chairman led the Pledge of Allegiance. Chairman Nelson welcomed everyone to the meeting and stated that the first item of business was to hold Public Hearings: (1) Conveyance of Property in Perquimans County Commerce Center; and (2) Certain Economic Development Incentives.

PUBLIC HEARING – CONVEYANCE OF LAND IN PERQUIMANS COMMERCE CENTER

Chairman Nelson opened the first Public Hearing stating that the purpose of the public hearing was to convey land in the Perquimans Commerce Center - Perquimans Marine Industrial Park, owned by Perquimans County, for purposes of economic development pursuant to North Carolina General Statutes, Section 158-7.1. The Perquimans County Board of Commissioners, subject to public comment at the public hearing for which notice is hereby given, intends to approve conveyance of a fee simple interest in approximately 25.0 acres of land off Granby Street in the Commerce Centre, and a long-term lease of approximately 3 acres along the southwest side of the Perquimans Marine Industrial Park basin. This tract will be surveyed out of Tract One of the Perquimans Commerce Centre as shown on the plat recorded in Plat Cabinet 2, Slide 49, Map 3 in the Office of the Register of Deeds of Perquimans County. The conveyance and lease will be made to MiTek, Inc. The Perquimans County Board of Commissioners have determined that the total value of the tract is \$625,000.00 (\$25,000 per acre for 25 inland acres). The three acres along the basin will be leased at a initial rate of 40 cents per square foot. The purchaser and lessee of the tract has agreed to pay the County the full value of the tract at closing. There were 26 people present. Chairman Nelson recognized Frank Heath, County Manager, who provided the overview of the conveyance. After his comments, Chairman Nelson asked if anyone had signed up for public comments. There being none, Chairman Nelson closed the public hearing at 7:06 p.m.

PUBLIC HEARING – PROPOSAL TO PROVIDE CERTAIN ECONOMIC DEVELOPMENT INCENTIVES

Chairman Nelson opened the second Public Hearing stating that the purpose of the public hearing was to provide certain economic development incentives to MiTek, Inc., a private entity (the "Company"). The purpose of these grants would be to encourage the Company to construct and operate a truss component manufacturing facility that would be located on a multi-acre site in Perquimans County (the "Facility"). This proposal would appropriate and spend from the County's general fund amounts to make certain cash grants, detailed as follows: If an investment threshold of \$15,000,000 is met by MiTek, Inc. to the 28 +/- acre property located on the eastern edge of the Perquimans Marine Park basin, 50% of the original land purchase price of \$625,000 for said parcel will be granted back to MiTek, Inc. If an investment threshold of \$30,000,000 is met on the above-mentioned property, 100% of the original land purchase price will be granted to MiTek, Inc. MiTek, Inc. must make said investments within 3 years of the purchase and lease dates to qualify. The cash grants described above would be conditioned on the Company's paying the applicable real property and personal property taxes for each year of ownership. The Company's construction and operation of the Facility would further the economic interests of the County in numerous ways, including through the following specific benefits: (a) by creating a construction project at the Facility that would last approximately nine months which, in addition to creating employment at the Facility, would likely result in greater revenues to local businesses; (b) by offering a number of full time jobs at the completed Facility with an average wage greater than the median wage in the County; (c) by enhancing the County's property tax base and increasing the County's property tax revenues; and (d) by supporting the diversification of the County's economy. In addition to holding the public hearing, at this meeting the Board of Commissioners of the County may approve the making of the cash grants as described above and may approve and enter into an economic development agreement with MiTek, Inc. There were 27 people present. Chairman Nelson recognized Frank Heath, County Manager, who provided the overview of the incentives. After his comments, Chairman Nelson asked if anyone had signed up for public comments. There being none, Chairman Nelson closed the public hearing at 7:10 p.m.

AGENDA

Chairman Nelson stated that the updated Agenda was at their seats and asked if there were any additions or corrections to the amended Agenda. There being none, Chairman Nelson asked for a motion to approve the Agenda as presented. Timothy J. Corprew made a motion to approve the Agenda as presented. The motion was seconded by James W. Ward and unanimously approved by the Board.

CONSENT AGENDA

Chairman Nelson asked if there were any items that the Board wished to remove from the Consent Agenda to discuss. There being none, Kathryn M. Treiber made a motion to approve the Consent Agenda. The motion was seconded by Charles Woodard and unanimously approved by the Board.

1. **Approval of Minutes:** The Minutes March 3, 2025 Regular Meeting, March 17, 2025 Special Called Meeting, & March 17, 2025 Regular Work Session (cancelled) were approved.
2. **Tax Refund / Release Approvals:**

<b><u>Tax Release (Perquimans County):</u></b>	
<b>Dautrechy, Melanie</b> -----	<b>\$124.50</b>
Mobile home was double listed. Account No. 429449.	
<b><u>Tax Refunds (Perquimans County):</u></b>	
<b>Albemarle EMC</b> -----	<b>\$935.59</b>
Vehicle is covered by State and was taxed in error. Account NO. 81771715.	
<b>Madre, Sr., Donald Gene</b> -----	<b>\$291.51</b>
Plate exchanged. 12-month refund. Account No. 81749438.	
<b>Buchanan, Angela Jean</b> -----	<b>\$103.39</b>
Sold vehicle. 10-month refund. Account No. 745939838.	
<b>Joco, Willie Alton Dunagan</b> -----	<b>\$153.89</b>
Vehicle totaled. 6-month refund. Account No. 80039904.	
<b><u>Tax Refunds (Hertford):</u></b>	
<b>Joco, Willie Alton Dunagan</b> -----	<b>\$153.89</b>
Vehicle totaled. 6-month refund. Account No. 80039904.	
<b><u>Tax Refunds (Winfall):</u></b>	
<b>Albemarle EMC</b> -----	<b>\$1,012.56</b>
Vehicle is covered by State and was taxed in error. Account NO. 81771715.	

3. **Personnel Matters:** The following personnel matters were approved by the Board:

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Ashley Britt	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Chasitivity Clunis	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Timaya Green	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Jada Lister	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Ella Miller	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Johnetta Moore	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Emily Gividen	Part-Time/Fill-In EMT	Appointment	64/1	\$18.26/hr.	04/01/2025
Codie Glover	Part-Time/Fill-In AEMT	Appointment	66/1	\$19.95/hr.	04/01/2025
Tiffany Maupin	IMC III Lead Worker	Reclassification	65/1	\$39,699	04/01/2025
Teahna Nixon	Social Worker III	Reclassification	69/1	\$47,344	04/01/2025
Julie Shreckengast	IMC Supervisor II FCMA	Reclassification	67/1	\$43,353	04/01/2025
Antonio Williams	Administrative Officer I	Reclassification	67/2	\$44,438	04/01/2025
Kathleen Conner	Social Worker Supervisor II	Reclassification	73/1	\$56,459	04/01/2025
Kerry Lahr	Full Time EMT	Reclassification	64/2	\$18.72/hr. / \$38,939	04/01/2025
Corbin Nixon	Full-Time AEMT I	Reclassification	66/1	\$19.95/hr. / \$41,488	04/01/2025
Zeb Danekar	Full-Time Telecommunicator II	Reclassification	66/10	\$24.85 / \$51,689	05/01/2025
SueAnn Cestaro	Full-Time Telecommunicator II	Resignation			03/31/2025
SueAnn Cestaro	Part-Time/Fill-In Telecommunicator II	Reclassification	66/7	\$23.06/hr.	04/01/2025
Kaelyn Melton	Full-Time EMT Basic	Resignation			03/31/2025
Kaelyn Melton	Part-Time/Fill-In EMT Basic	Reclassification	64/1	\$18.26/hr.	04/01/2025
Kristen Jennings	Part-Time/Fill-In AEMT	Removed from Roster			04/01/2025
Tyree Hughes	Part-Time/Fill-In EMT	Removed from Roster			04/01/2025
Joy Hayes	IMC II	Termination			03/13/2025
Elena Howell	Processing Assistant V	Salary Adjustment	61/5	\$36,704	04/01/2025

4. **Step/Merit Increases:**

Department Name	Employee Name	Classification	Grade/ Step	New Salary	Effective Date
Social Services	Kristin Lassiter	Income Maintenance Supervisor II FNS	67/5	\$47,797	04/01/2025
Center for Active Living	LuRee Sawyer	Coordinator – CAL	63/11	\$46,400	04/01/2025
EMS	Clif Beaman	Full-Time Paramedic Supervisor	72/8	\$30.82/hr. / \$64,106	04/01/2025
Sheriff’s Office	Stephen Chappell	Sheriff	63/9	\$44,191	04/01/2025

5. **Board Appointments:** The following board resignation was approved by the Board:

Name	Board/Committee	Action Taken	Term	Effective Date
Deborah Pfennig	Community Advisory Committee	Resignation		03/01/2025

6. **Budget Amendment Nos. 29-33:** The following budget amendments were approved by the Board:

BUDGET AMENDMENT NO. 29  
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-027	America 250	14,000	
10-690-985	America 250	14,000	
<b>EXPLANATION:</b> To amend the FY 24/25 Budget to an America 250 Grant (10,000) and local donations) to be used for an America 250 Celebration Project (mural).			



- **Wallace Nelson:** Chairman Nelson asked the Board about handling public hearings for wind farms as a legislative public hearing and not a quasi-judicial public hearing. It was the consensus of the Board to set up a committee to study this and report back to the Board. The Committee would consist of Charles Woodard, Frank Heath, Brandon Shoaf, Wallace Nelson, and Hackney High.

UPDATES FROM COUNTY MANAGER

- County Manager Heath presented the following updates:
- **Closing on the Intermediate School Loan:** County Manager Heath reported that the closing on the \$11,000,0000 school loan is scheduled for Thursday, April 10, 2025.
  - **Budget Work Sessions:** County Manager Heath reminded the Board that there would be budget work sessions scheduled for Aril 23, 2025 and April 24, 2025. The meetings will begin at 5:00 p.m. and will be held in the EMS Auditorium at 159 Creek Drive, Hertford, NC 27944. The Department Heads will present their proposed budgets for FY 2025-2026. Supper will be provided.
  - **Board Retreat:** County Manager Heath stated that the Board Retreat was held today, April 7, 2025, at 2:00 p.m. A summary of the meeting will be provided in the minutes.
  - **Visit from Representative Don Davis:** Rep. Don Davis will be at the Perquimans County Emergency Operation Center at 4:00 p.m. on April 23, 2025 to visit the area that was damaged during the recent tornado. The Board is welcome to meet him.

BOARD VACANCIES

Chairman Nelson explained that there have been no applications received. He again asked the Board and the public if they knew anyone that might be interested in serving on one of these committees, to let Mary Hunnicutt, Clerk to the Board, know so that she can forward them an application to complete and return. These vacancies are for the Community Advisory Committee and the Senior Tar Heel Legislature Delegate and Alternate. We now have seven (7) openings on the Community Advisory Committee. The only member remaining resigned and the resignation was approved tonight during the Consent Agenda. Currently, we have no members on this committee.

CONVEYANCE OF PROPERTY TO MITEK

Chairman Nelson recognized County Manager Heath who presented the following documents to convey property and to lease property to MiTek in the Marine Industrial Park. Mr. Heath recommends the approval of these four documents. On motion made by Charles Woodard, seconded by James Ward, the Board unanimously approved documents #1, #2, #3, #5 and authorized Chairman, County Manager, and County Attorney to execute these documents at closing with lead way on the acreage adjustment:

1. **Resolution of Authorization to Convey Real Property to MiTek, Inc.:** The Board adopted the Resolution which authorizes the conveyance of properties to MiTek, Inc. See Attachment A.
2. **Lease Agreement Between Perquimans County and MiTek, Inc.:** The Board unanimously approved the Lease Agreement between the County of Perquimans and Mitek, Inc. for leasing ±.88 acres within the Marine Industrial Park. See Attachment B.
3. **Offer to Purchase and Contract with Perquimans County and MiTek, Inc.:** The Board unanimously approved the Offer of Purchase for 25± acres in Perquimans County Commerce Center. See Attachment C.
4. **Plat of Property to be Sold to MiTek, Inc.:** The Board unanimously approved the plat of the 25± acres in Perquimans County Commerce Center. See Attachment D.
5. **Resolution of Incentives for MiTek, Inc.:** The Board unanimously approved the Agreement between Perquimans County and MiTek, Inc. to provide the incentives that will be provided to Mitek, Inc. should they provide the requirements listed within this Agreement. See Attachment E.

INTERMEDIATE SCHOOL FINANCING DOCUMENTATION

Chairman Nelson recognized County Manager Heath who presented and recommended approval of the following documents needed for the closing on the Intermediate School loan for \$11,000,000. On motion made by Kathryn M. Treiber, seconded by James W. Ward, the Board unanimously approved the following documentation:

1. **Resolution Authorizing Contract & Deed of Trust Between Board of Education & Perquimans County, NC:** This Resolution authorizes the execution & delivery of an installment Financing Contract & a Deed of Trust. See Attachment F.
2. **Lease Agreement:** This Lease Agreement is between the County of Perquimans and Perquimans County Board of Education for the purpose of building the Intermediate School. See Attachment G.

SALE OF SURPLUS EQUIPMENT

The County has adopted resolutions proclaiming the following vehicle as surplus equipment and to proceed to sell it on GovDeals. The bid period for the following surplus item with GovDeals closed on April 7, 2025 at 11:00 a.m. On motion made by Timothy C. Corprew, seconded by Joseph W. Hoffer, the Board unanimously approved the sale of the following vehicles on GovDeals:

BUYER	ITEM	DATE SURPLUSED	START BID	SOLD AMOUNT
Doug Freeman	2012 Dodge Charger, VIN #2C3CDXAT4CH201532	2/3/2025	\$500	\$1,775.00
Christian Moody	2016 Dodge Charger, VIN #2C3CDXAT5GH228685	2/3/2025	\$500	\$4,087.00
Tomas Kniec	2017 Dodge Charger, VIN #2C3CDXAT9HH660438	2/3/2025	\$500	\$4,500.00
John Stevenson	2014 Dodge Charger, VIN #1C4RDJFG8JC282832	2/3/2025	\$500	\$3,625.00

PUBLIC COMMENTS

There were no public comments made.

CLOSED SESSION: TO DISCUSS AN ECONOMIC DEVELOPMENT MATTER AND CLOSED SESSION MINUTES

Chairman Nelson stated that, pursuant to NC General Statute 143-318.11(4), the Board went into Closed Session to discuss an economic development matter and to approve the Closed Session minutes. On motion made by Charles Woodard, seconded by James W. Ward, to go into the Closed Session. The motion was unanimously approved to go into Closed Session.

The Closed Session was adjourned, and the Regular Meeting reconvened on motion made by Timothy J. Corprew, seconded by James W. Ward, and unanimously approved by the Board.

No action was required from the Closed Session.



ADJOURNMENT

Chairman Nelson asked if there were any further comments or business to discuss. There being none, the Regular Meeting was adjourned around 8:18 p.m. on motion made by Timothy J. Corprew, seconded by Charles Woodard and unanimously approved by the Board.

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Wallace E. Nelson, Chairman

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Clerk to the Board

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**ATTACHMENT A**

RESOLUTION OF AUTHORIZATION TO CONVEY REAL PROPERTY  
TO MITEK, INC.  
PURSUANT TO  
N.C.G.S. § 158-7.1(d)

WHEREAS, Perquimans County (the "County") is a body politic and corporate of the State of North Carolina with the authority to sell real property and MiTek, Inc. ("MiTek") is a Missouri corporation authorized to do business and purchase real property in the State of North Carolina; and

WHEREAS, the County and MiTek anticipate entering into an Offer to Purchase and Contract (the "Contract") under the terms of which MiTek will agree to purchase from the County certain real property located in Bethel Township, the Town of Hertford, County of Perquimans, State of North Carolina being identified as the 25 acres, more or less, directly southwest of the Perquimans Marine Industrial Park Basin, as recorded in Plat Cabinet \_\_\_\_\_ Slide \_\_\_\_\_, Perquimans County Registry (the "subject real property") for the purchase price of Six Hundred Twenty Five Thousand Dollars (\$625,000.00); and

WHEREAS, the County has determined that the fair market value of the subject property is Six Hundred Twenty Five Thousand Dollars (\$625,000.00); and

WHEREAS, the average hourly wage and benefits package to be paid to MiTek workers located at and on the subject real property is anticipated to be over 25% greater than the Perquimans County average; and

WHEREAS, it is in the best interests of the County and its citizens that the County convey the subject real property to MiTek;; and

NOW THEREFORE, pursuant to the N.C.G.S. § 158-7.1(d), the Perquimans County Board of Commissioners resolves and declares:

1. That the County is authorized to and shall convey the subject real property to MiTek for the purchase price of Six Hundred Twenty Five Thousand Dollars (\$625,000.00).
2. That a copy of this resolution be placed in the minutes of the April 7, 2025 meeting of the Perquimans County Board of Commissioners.

This the 7th day of April, 2025.

  
\_\_\_\_\_  
Clerk to the Board

  
\_\_\_\_\_  
Chairman  
Perquimans County Board of Commissioners



ATTACHMENT B

STATE OF NORTH CAROLINA  
COUNTY OF PERQUIMANS LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between PERQUIMANS COUNTY, hereinafter referred to as "Landlord," and MiTek, Inc., hereinafter referred to as "Tenant." Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT, WHEREAS, at a meeting held in Hertford, North Carolina, on the \_\_\_\_ day of April 2025, by the Perquimans County Commissioners, Landlord, duly approved the execution of this Lease; and

WHEREAS, Landlord and Tenant have mutually agreed as herein set forth.

NOW, THEREFORE, Landlord, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions and provisions hereinafter set forth, does hereby rent, lease and demise unto Tenant for and during the term and under the terms and conditions hereinafter set forth, the Premises, as described herein, with all rights, privileges and appurtenances thereunto belonging.

I. PREMISES

- 1.1 Premises. The "Premises" means that certain parcel or tract of land lying and being in the Perquimans County Marine Park (the "Park"), Hertford, North Carolina being more particularly described as:
- Being all of that certain lot located south and west of the PMIP basin, roughly 0.88 acres +/- and shown on a plat recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_ of the Perquimans County Registry, dated March \_\_, 2025, attached hereto and incorporated herein as Exhibit A.
- The Landlord will keep, for its use a 30 ft. wide perpetual easement, around the basin bulkhead, for access, ingress and egress, and for maintenance or other purposes deemed necessary by the County. This easement is shown on same plat referenced above and attached as Exhibit A.

II. TERM

- 2.1 Initial Term. The initial term of this Lease shall be for a period of twenty (20) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2025, and expiring on the 31st day of December, 2045 ("Initial Term").

Tenant's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

- 4.2 Permitted Uses. Subject to the terms and conditions of this Lease and in accordance with the Town of Hertford Zoning Ordinance, Districts C-5 and C-6, permitted uses- Metal Fabrication and Warehousing, and shall not be used for any other purpose without the prior written consent of Landlord.
- 4.3 Prohibited Uses. Tenant shall not use, occupy or permit the Premises to be used or occupied for any purpose other than those set forth in Section 4.2, nor do or permit anything to be done in or on the Premises, in a manner which would be deemed disreputable or extra-hazardous, or make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance required to be maintained by Tenant or Landlord hereunder, or which will cause or be likely to cause structural damage to any building or any part thereof located on the Premises, or which will constitute waste, a public or private nuisance, or unreasonable annoyance and shall not use or otherwise permit the Premises to be used or occupied in any manner which will violate any present or future laws of any governmental authority, including applicable environmental protection regulations, whether they be federal, state or local. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Park. In no event shall Tenant use the Premises as a place of residence or occupy or permit the Premises to be occupied as a dwelling place.
- 4.4 Compliance with Laws. Tenant shall comply, at its sole expense, with all applicable federal, state and local governmental laws, regulations and ordinances in its use and occupancy of the Premises.
- 4.5 Tenant's Maintenance and Repair Responsibilities. Tenant shall keep and maintain the Premises in good repair and in a clean and orderly appearance to the satisfaction of Landlord. Tenant shall, at its sole cost and expense, promptly repair and at all times maintain in good condition any improvements, trade fixtures or equipment situated on the Premises. Tenant shall immediately address at its sole cost and expense any violations or deficiencies cited or noted by governmental fire, building code or health inspectors.
- 4.6 Lease Guidelines. Tenant must provide information and adhere to the regulations found in "Perquimans Marine Industrial Park Lease Guidelines", Exhibit B, at all times.

V. UTILITIES AND TAXES

- 5.1 Utility Services. The Premises shall be separately metered for electricity, water and, if applicable as provided herein, sewer. Tenant shall contract and pay for all utilities used or consumed in the Premises, including any tap, connection and metering fees which may be charged by the applicable utility supplier, unless Landlord, as provided herein, agrees to

- 2.2 Renewal Term(s). Provided Tenant is not delinquent in the payment of rent and is not otherwise in default hereunder, Tenant shall have the option to renew this Lease for subsequent 5 year terms, that both parties agree to. Notice shall be given in March, prior to the renewal date.
- The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the "Term." Except as specifically set forth herein, the terms and conditions of this Lease shall remain the same during the Renewal Terms.

III. RENT

- 3.1 Initial Term Rent. During the Initial Term, Tenant shall pay annual rent to Landlord for the Premises, ("Rent") in accordance with the following Initial Term Rent Schedule:
- Initial rental payment shall be \$0.40 per square foot, per year for an annual rental payment of \$15,333.12. The first rental payment was made on July 1, 2025 and subsequent rental payment shall be paid no later than the anniversary date of this agreement each year.
- The annual rental rate shall adjust annually in accordance with the Consumer Price Index, South Region.
- 3.2 Manner and Place of Payment. Rent to be paid to Landlord shall be paid in legal tender, without counterclaim, set off or deduction of any kind or nature whatsoever and without notice or demand. Tenant shall pay Rent to Landlord at the address specified herein or, to such other address as Landlord may designate by notice in writing at least fifteen (15) days prior to the Due Date. For any period of less than a full month, quarter or year for which Rent is payable, the applicable Rent shall be prorated.
- 3.2 Due Date. All Rent under this Lease shall be paid to Landlord in advance of the first (1<sup>st</sup>) day of July (the first day of each July being the "Due Date"). Rent payments not delivered within ten (10) days of the Due Date shall bear interest beginning on the Due Date at 10%, or as may be amended from time to time.

IV. CONDITION OF PREMISES, USE AND MAINTENANCE RESPONSIBILITIES

- 4.1 Condition of Premises. Except as otherwise expressly provided herein, Tenant acknowledges that the Premises is being delivered "as is", that Tenant has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Landlord or any agent of Landlord.

pay any such connection fees. Landlord shall not be responsible for any interruptions or curtailment in utility services.

- 5.2 Trash Disposal. Tenant shall provide a sufficient number and size of solid waste disposal containers so as to accommodate the trash generated by its use of the Premises. Tenant is responsible for the removal of trash from the Premises and for all costs associated with such removal.
- 5.3 Utilities at Docks. If applicable, Tenant shall cause electric, water and sewer service to be properly connected to and made available at designated vessel service areas on the docks or wharfs that are appurtenant to the Premises. Upon the written consent of Landlord, Tenant may, at its sole cost and expense, install electric and/or water metering devices at designated vessel service areas.
- 5.5 Taxes and Assessments. Any and all taxes and other assessments which may be levied upon the Premises, or upon Tenant's interest in the Premises or any improvements, equipment or trade fixtures located thereon shall be paid by Tenant prior to when such taxes and other assessments become delinquent.

VI. TENANT IMPROVEMENTS

- 6.1 Conditions Precedent to Construction and Renovation of Structures. Before construction of any structure or the renovation of any existing structure on the Premises is commenced, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall submit construction or design plans (the "Plans") for the proposed structure to Landlord for review and written approval. Tenant shall also submit the Plans for prior review and approval to any governmental agencies and/or contractors as Landlord may require. Any cost or expense associated with Landlord's review of the Plans shall be borne by Tenant. Landlord's approval of the Plans shall be in addition to the approval and the issuance of appropriate permits by the local planning department having jurisdiction, as required by applicable law.
- 6.2 Construction and Renovation of Structures. The construction of any structure or the renovation of any existing structure on the Premises shall be made by Tenant, at its sole cost and expense, in compliance with all applicable governmental laws, rules, ordinances and regulations and in conformity with the Plans approved by Landlord. Any work (including interior and structural) performed by Tenant or at Tenant's direction shall be done in a good and workmanlike manner and shall be diligently pursued by Tenant to completion. Tenant shall not at any time permit any work to be performed on the Premises except by contractors duly licensed by the State of North Carolina, each of whom must carry insurance as required herein, certificates of which shall be furnished to Landlord, upon request. Landlord, for its sole benefit, reserves the right to inspect the construction or renovation of any structure while in progress to assure conformity with the approved Plans.



ATTACHMENT B - CONTINUED

6.3 Mechanic's Liens. Tenant shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Tenant, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Tenant may in good faith contest the claim underlying such lien, so long as Tenant immediately bonds or otherwise discharges the lien.

6.4 Insurance During Construction. Tenant will procure and maintain, and/or will require each contractor entering into a contract for the construction of improvements or structures on the Premises to procure and maintain, a form (i) commercial general public liability and property damage insurance, at its own cost and expense, during the duration of such contractor's contract, in the amount of at least \$1,000,000 bodily injury and property damage liability combined single limit each occurrence/annual aggregate (such insurance shall provide protection from claims for bodily injury, including death, property damage and contractual liability, products/completed operations, third party property damage and XCU (explosion, collapse and underground property damage), where applicable; (ii) business automobile liability insurance on owned, hired and non-owned vehicles for limits not less than \$1,000,000 each accident, bodily injury and property damage liability; and (iii) statutory worker's compensation and employer's liability insurance during the term of its contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (a) \$1,000,000 each accident-bodily injury by disease, (b) \$1,000,000 policy limit-bodily injury by accident and (c) \$1,000,000 each disease-bodily injury by disease; lower limits for employer's liability insurance are satisfactory as long as \$1,000,000 Umbrella Liability Policy is in effect. Each contract for the construction of improvements on the Premises shall also provide that each subcontractor of any contractor who is a party to such a contract shall be required to furnish worker's compensation insurance substantially similar to that required herein. All liability insurance policies required hereunder shall include Tenant and Landlord as additional insureds and all such policies, if issued by a private carrier, shall contain a provision prohibiting cancellation or termination with at least thirty (30) days' prior written notice to Tenant and Landlord (ten (10) days' notice shall apply to non-payment). A certificate evidencing such coverage shall be provided to Tenant and Landlord or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form reasonably acceptable to Tenant and Landlord, shall be provided to Tenant and Landlord with respect to each contractor entering into a contract for the construction of improvements on the Premises.

VII. INSPECTION AND GUIDELINES

7.1 Landlord's Right to Inspect. Landlord may enter upon and inspect the Premises for purposes of insuring Tenant's compliance with this Lease and for the additional purpose of fulfilling its obligations. Landlord may at all reasonable times enter the Premises Such entry by Landlord shall not constitute deprivation of any right of Tenant.

Tenant will, at its own expense, effect and maintain such other property insurance with respect to the Premises as Landlord may from time to time reasonably require with due regard to prevailing prudent business practice as adequate for Landlord's and Tenant's protection based on comparable facilities.

8.3.2 Commercial Liability and Other Insurance. Tenant shall maintain commercial general liability and/or umbrella liability policies, which provide coverage for the Premises. Said insurance shall include coverage for bodily injury and property damage liability; Premises operations; broad form property damage; personal and advertising injury liability; blanket contractual liability; independent contractor's liability; and fire legal liability. To the extent that Tenant or its independent contractor(s) engage in any construction, demolition or excavation operations, all policies covering these operations shall be endorsed to provide coverage for explosion, collapse and underground hazards. The policy or policies of insurance shall provide coverage on an "occurrence" basis (not on a "claims made" basis) and shall provide limits of no less than the following amounts:

General Liability-Single Limits Per Occurrence	\$1,000,000
Single Limits Aggregate	\$2,000,000
Prod.-Comp/Op	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (one fire)	\$300,000
Automobile Liability (each accident)	\$1,000,000
Uninsured/Underinsured Motorist	\$100,000
Medical Payment	\$1,000
Comb. Single Limit	\$1,000,000
Workers Compensation	as required by law

Landlord may from time to time reasonably require, with due regard to prevailing prudent business practices, that these limits be increased in accord with limits customarily maintained by commercial operators of a similar nature and of comparable size in the general geographic region of the Premises, or that additional liability coverage be provided, as may be reasonably adequate for Landlord and Tenant's protection. Tenant shall not cause or permit, through any act or omission, any policy required by this Section to become void or lapse unless replaced by similar coverage.

8.3.3 Comprehensive Pollution Liability Coverage. If required by Landlord, Tenant shall maintain Comprehensive Pollution Liability Coverage with the maximum available limits. This coverage shall be effective upon the date required by Landlord or the receipt of hazardous waste, whichever occurs first.

8.4 Insurance Requirements. All policies shall be issued by insurance companies acceptable to Landlord. All such policies maintained by Tenant shall be purchased only from insurers who are licensed to do business in the State of North Carolina. All insurance policies shall contain an endorsement specifically naming Landlord as an additional insured, and shall be primary to any other insurance that may be available to

7.2 Lease Guidelines. Tenant agrees to abide by and conform to the approved regulations and standards approved by Landlord as part of the "Lease Guidelines" for the Perquimans Marine Industrial Park, attached hereto and incorporated herein as Exhibit B, as may be amended by Landlord from time to time in its reasonable discretion. Enforcement of the terms of the Lease Guidelines is the sole prerogative of the Landlord, and no tenant shall acquire any such rights with respect to any other tenant or tenants by reason of the execution of this Lease.

VIII. LIABILITY, INDEMNIFICATION AND INSURANCE

8.1 Landlord Liability. Landlord shall not be liable for any damages to property or injuries to persons whatsoever which may arise from or be incident to the exercise of the privileges, rights and interests herein granted, or for damages to the property of Tenant, or for damages to the property or injuries to the person of Tenant's officers, employees, agents, contractors, patrons, invitees or others on the Premises or in the Park.

8.2 Indemnification of Landlord. Tenant agrees to release, discharge, indemnify and hold harmless Landlord, its successors and assigns, its officers, board members, from and against all loss, costs, expense, liability, claims and actions, whatsoever, in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with or arising out of the lease and use of the Premises by Tenant, and Tenant's assigns, representatives, employees, agents, patrons or invitees. The obligations in this Section 8.2 shall survive the expiration or earlier termination of this Lease.

8.3 Insurance. During the Term, Tenant shall maintain or cause to be maintained in full force and effect and at its own expense the following forms of insurance:

8.3.1 Casualty Insurance. At all times during the Term, Tenant shall keep any improvements on the Premises insured against loss or damage by fire and all other causes of loss, including the perils of windstorm and hurricane, in an amount for the full replacement cost thereof (or the maximum replacement percentage available under prevailing insurance industry standards) with building ordinance or law endorsement, which amount Tenant will review as to the sufficiency at least annually and, if insufficient, will increase. Tenant will insure any boilers or other pressurized vessels on the Premises against rupture or explosion. Tenant will insure all improvements (including improvements in course of construction), against direct physical loss from flood and earth movement in amounts as are reasonably adequate to protect the interests of Tenant and Landlord, but not in any event to be less than fifty percent (50%) of the total estimated replacement cost of all insured improvements. Unless otherwise approved in writing by Landlord, in case of loss or damage to improvements on the Premises, all proceeds of any applicable insurance shall be used with all reasonable speed by Tenant for the reconstruction, repair or replacement of improvements in a good and workmanlike manner in substantial conformance with the plans submitted to Landlord, and conforming to laws and regulations then in effect as shall be first approved in writing by Landlord.

Landlord. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Landlord thirty (30) days prior written notice. Tenant will provide Landlord with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after the execution of this Lease, and will provide true and complete copies of such insurance policies upon Landlord's request. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent the Landlord in any and all litigation.

IX. CASUALTY

9.1 Damage by Fire or Other Casualty. If any structure and/or improvement on the Premises, or a substantial part thereof, shall be damaged by fire, wind or other casualty, Tenant shall promptly repair or rebuild such structure and/or improvement to substantially the same condition as existed immediately prior to such damage or destruction, and all insurance proceeds payable as a result of such damage or destruction shall be made available to Tenant and shall be applied to the cost of such repair. In such event, Tenant, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonable delay, and in compliance with all applicable governmental laws and regulations and the Plans approved by Landlord in accordance with Section 6 hereof. If the damage or destruction shall render any structure on the Premises untenantable, the rent required to be paid under this Lease shall not abate during the period of untenability.

X. HAZARDOUS MATERIALS

10.1 Hazardous Materials. For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund



ATTACHMENT B - CONTINUED

Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section 10 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease. The term "liabilities" as used in this Section is hereby defined as any and all liabilities, expenses, demands, damages, punitive or exemplary damages, consequential damages, costs, cleanup costs, response costs, losses, causes of action, claims for relief, attorneys' and other legal fees, other professional fees, penalties, fines, assessments and charges.

10.2 Compliance. Tenant shall comply with all Environmental Laws applicable to the Premises and the Park. Tenant shall not use, generate, manufacture, store, permit or dispose of any Hazardous Materials on, under or about the Premises or Park nor transport any Hazardous Materials thereto. Tenant shall immediately notify Landlord of any and all enforcement, clean-up, remediation, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable laws relating to any Hazardous Materials; and all claims, made or threatened by any person (including a governmental authority) against the Premises, Tenant or Landlord relating to any damage, injury, costs, remedial action or cost recovery compensation arising out of or due to the existence of any Hazardous Materials in or about the Premises and Park. Tenant shall be responsible for water, effluent and waste management in accordance with all Federal, State or local laws, rules, regulations and ordinances.

10.3 Indemnification. Tenant shall defend, indemnify and hold Landlord harmless from and against all actions, causes of action, claims, lawsuits, administrative proceedings, hearings, judgments, awards, fines, penalties, costs (including legal, engineers, experts investigatory and consulting fees), damages, remediation activities and clean-up costs, liens, and all other liabilities incurred by Landlord, whenever incurred, arising out of any Tenant's act or failure to act resulting in (i) the existence or presence (or the alleged existence or presence) on or about the Premises or Park of any Hazardous Materials or in the discharge of any Hazardous Materials into the environment; (ii) any personal injury or property damage resulting from any Hazardous Materials on or about the Premises or the Park; (iii) the violation of any federal, state or municipal environmental protection or regulatory law; or (iv) the commencement or prosecution of any judicial or administrative procedure under any Environmental Laws or common law cause of action in which Landlord is named a party or in which it may intervene.

10.4 Landlord's Right of Inspection. Landlord, at any time during the Term, shall have the right, upon reasonable notice to Tenant, to enter the Premises for the purpose of inspecting same to determine if Hazardous Materials shall have been introduced into or under the Premises by Tenant. Any such entry shall be accomplished in such manner as to minimize any interference with the operations of Tenant and at such times as shall be

mutually convenient to Landlord and Tenant. If said inspection shall reveal that Tenant shall have so introduced or permitted the introduction of such Hazardous Materials, Landlord may require Tenant to take all steps necessary as required by the applicable regulatory authorities to remediate said condition and to secure from said authorities evidence of said remediation to the satisfaction of said authorities. In addition, Landlord may immediately or at any time thereafter without notice perform such obligation of Tenant without thereby waiving such default. The obligations of Tenant hereunder shall survive the expiration of the Term or the earlier date of termination of this Lease.

10.5 Landlord Not Liable for Hazardous Materials. Landlord shall not be responsible for any damage, loss or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises. Landlord makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an "as-is"/where-is basis.

XI. DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (an "Event of Default"):

11.1.1 Vacation / Abandonment. Tenant ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term. Such breach must be cured within thirty (30) days of notification to Tenant.

11.1.2 Failure to Pay. If Tenant fails to pay Rent or any other monetary payment as and when due where such failure continues for thirty (30) days after delivery of written notice thereof by Landlord to Tenant.

11.1.3 Transfer. The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Lease or the Premises without the prior written permission of Landlord or in violation of the terms hereof.

11.1.4 Violation of Environmental Laws. Any violation of applicable Environmental Laws or regulations that are not satisfactorily cured as provided herein.

11.1.5 Supervision of Employees. If Tenant fails to supervise or manage its employees, agents, contractors and invitees to ensure compliance with the terms and conditions of this Lease and all laws, rules and regulations governing or applicable to the Premises and the Park.

11.1.6 Failure to Perform. If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease, which failure remains uncured beyond any applicable cure period as provided herein.

11.1.7 Other Defaults. If Tenant fails to comply with any provision contained in this Lease or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

11.1.8 Unethical or Fraudulent Actions. If, in its sole discretion, Landlord determines with regard to this Lease or to Tenant use and occupancy of the Premises, that Tenant knowingly has: acted in an unethical or fraudulent manner; or acted in a manner that would bring Landlord into disrepute; or acted in a manner that is in violation of public policy or in a manner detrimental to the legitimate interests of Landlord; or has refused Landlord's reasonable request for information or additional assurances either with respect to Landlord's reasonable belief that any of the foregoing defaults may have occurred, or which may otherwise be required by law. Such breach must be cured as soon as practicable, and in every case, within thirty (30) days.

11.2 Remedies. In the event that any such Event of Default shall occur, Landlord, without declaring a termination of this Lease (which right is, however, unconditionally and absolutely reserved), may at its election pursue any one or more of the following remedies in addition to any other remedies available to Landlord at law, in equity, or pursuant to the terms of this Lease:

11.2.1 Enforce Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. During the period Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from reletting. No act by Landlord allowed under this subparagraph will terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's written consent, Tenant will have the right to assign or sublet its interest in this Lease, but Tenant will not be released from liability. If Landlord elects to relet the Premises as provided in this subparagraph, Rent that Landlord receives from reletting will be applied to the payment of: (i) first, any indebtedness from Tenant to Landlord other than Rent due from Tenant; (ii) second, all costs, including costs for maintenance, incurred by Landlord in reletting; and (iii) third, Rent due and unpaid under the Lease. After deducting the payments referred to in this subparagraph, any sum remaining from the Rent Landlord receives from reletting will be held by Landlord and applied in payment of future Rent as Rent becomes due under this Lease. If, on the date Rent is due under this Lease, the Rent received from the reletting is less than the Rent due on that date, Tenant will pay to Landlord, in addition to the remaining Rent due, all costs, including for maintenance,

Landlord incurred in reletting which remain after applying the Rent received from the reletting; and/or

11.2.2 Termination. Terminate Tenant's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) any unpaid Rent and other charges which Landlord had earned at the time of the termination; and (ii) any other amount, including attorneys' fees and court costs necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises and any real estate commissions paid or payable; and Landlord's reasonable attorneys' fees incurred in connection therewith; or

11.2.3 Cure Default. Landlord with or without terminating this Lease may immediately or at any other time thereafter re-enter the Premises and cure any Event of Default and/or correct or repair any conditions which shall constitute a failure on Tenant's part to perform any obligation to be performed by it under this Lease, and Tenant shall pay Landlord on demand any and all costs or expenses paid or incurred by the Landlord in making any such cure, correction or repair.

11.3 Right of Landlord to Re-Enter. In the event of any termination of this Lease by Landlord or the enforcement of any other remedy by Landlord under this Lease, Landlord shall have the immediate right to enter upon and repossess the Premises, and any personal property of Tenant may be removed from the Premises and stored in any public warehouse at the risk and expense of Tenant. Tenant hereby waives all claims arising from Landlord's re-entering and taking possession of the Premises and removing and storing the property of Tenant as permitted under this Lease and will save and hold Landlord harmless from all losses, costs or damages occasioned Landlord thereby. No such reentry shall be considered or construed to be a forcible entry by Landlord. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

11.4 Waiver. No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder, nor shall any waiver of a prior Event of Default operate as a waiver of any subsequent default or defaults, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.



ATTACHMENT B - CONTINUED

11.5 Legal Costs. Tenant shall reimburse Landlord, upon demand, for any reasonable costs or expenses incurred by Landlord in connection with any breach by Tenant or the occurrence of any Event of Default under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

XII. RIGHTS AND OBLIGATIONS UPON TERMINATION

12.1 Surrender of Premises. At the expiration of the Term or the earlier termination of this Lease, or upon any reentry by Landlord pursuant to Section 11 hereof (subject to any right of a Leasehold Mortgagee hereunder to a new lease), Tenant shall promptly quit and peaceably surrender possession of the Premises to Landlord in good order, condition and repair and free and clear of all liens and encumbrances (other than those permitted hereby or otherwise created or consented to by Landlord); provided, however, that Tenant shall have no right to surrender the Premises (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant to and subject to the provisions of this Lease) and Landlord will not accept any attempted surrender unless the prior written consent of any Leasehold Mortgagee shall have been obtained. If requested to do so, Tenant shall also execute, acknowledge and deliver to Landlord such instruments as may be necessary or desirable to effectuate the termination of this Lease, the transfer of the Premises and any structures or leasehold improvements situated thereon to Landlord, or to perfect Landlord's right, title and interest in and to the Premises.

12.2 Removal of Improvements. Upon the expiration of the Term or the earlier termination of this Lease, Landlord may (but shall not be obligated to), upon written notice, require Tenant to remove, at the sole cost and expense of Tenant, and not later than ninety (90) days after the expiration or earlier termination of this Lease, all structures, buildings, improvements, trade fixtures, equipment and personal property of any kind whatsoever placed or maintained on the Premises by Tenant and others; and restore the Premises to a condition reasonably approximating that existing at the time of first occupation thereof by Tenant or others, ordinary wear and tear excepted. Should Tenant fail to so remove said structures, buildings, improvements, trade fixtures, equipment and personal property and restore the Premises, Landlord may do so, and in such event, Tenant shall reimburse Landlord for any cost or expense thereof.

XIV. HOLDOVER

14.1 Holdover. In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or any Renewal Term and without the exercise of any available Renewal Term or the execution of a new lease, Tenant shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than thirty (30) days written notice to terminate the tenancy. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, losses, damages, costs and expenses

(including reasonable attorneys' fees and costs), incurred by Landlord in connection with any holdover by Tenant, including any claims, losses or damages relating to any prospective tenant of the Premises.

XV. ADDITIONAL PROVISIONS

15.1 Assignment, Sublease, Binding Effect. This Lease may not be assigned or the Premises subleased by Tenant in whole or in part without the express written approval of Landlord. Tenant shall give Landlord written notice of any proposed assignment or sublease, together with the identity of the assignee or sublessee and other pertinent information requested by Landlord no less than one hundred twenty (120) days (unless a shorter notice period is consented to by Landlord) prior to the intended effective date of any proposed assignment or transfer. Subject to the foregoing, this Lease shall be binding upon and enforceable against, and shall inure to the benefit of, Landlord and Tenant and their respective, legal representatives, successors and permitted assigns.

15.3 Authority. Each person executing this Lease on behalf of Tenant does hereby represent and warrant that, if applicable: (a) Tenant is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Tenant has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

15.4 Relationship Between Parties. Nothing in this Lease shall be construed to render the Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to authorize either to act as agent for the other.

15.6 Entire Agreement. This instrument contains the entire agreement between the Parties, and no statement, promise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

15.7 Amendment. No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Tenant and Landlord.

15.8 Construction of Language. The terms "lease," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

15.8 Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

15.9 Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Tenant, and until Tenant has completely performed all covenants and conditions of this Lease, Landlord shall be entitled to invoke any remedy available to Landlord under this Lease or any law or equity despite such forbearance or indulgence.

15.10 Survival. All obligations accruing prior to expiration of the Term shall survive the expiration or other termination of this Lease.

15.11 Landlord's Remedies Cumulative. The rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

15.12 Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15.13 Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

15.14 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

15.15 Memorandum of Lease for Recording. At the request of either Party, Landlord and Tenant shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

To Landlord: Perquimans County  
Attn: County Manager  
P.O. 45  
128 N. Church St.  
Hertford, North Carolina 27944

The address to which notices shall be mailed or personally delivered as aforesaid to either Party may be changed by written notice.

[signatures begin on following pages]



ATTACHMENT B - CONTINUED

IN WITNESS WHEREOF, this Lease has been executed under seal by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgments below.

TENANT:

Mitek Inc.  
16023 Swingley Ridge Rd.  
Chesterfield MO 63017

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is \_\_\_\_\_ (title) of MiTek, Inc., and that he as \_\_\_\_\_ (title) being authorized to do so, executed the foregoing instrument on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires: \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

LANDLORD:

Perquimans County- Perquimans Marine Industrial Park

By: \_\_\_\_\_  
Wallace Nelson, Chair

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY

I, Rebecca Toy Corprew, a Notary Public in and for the County and State aforesaid, do hereby certify that Wallace Nelson, personally came before me this day and acknowledged that he is Chair of Boll (title) of Perquimans County, and that he as Chair of Boll (title) being authorized to do so, executed the foregoing instrument on behalf of the organization.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal, this the 7<sup>th</sup> day of April, 2025.

My Commission Expires: February 07, 2028  
Notary Public  
Print Name: Rebecca Toy Corprew



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ATTACHMENT C

COUNTY OF PERQUIMANS  
OFFER TO PURCHASE AND CONTRACT  
MITEK, INC.  
25 ACRES +/-, COMMERCE CENTER, HERTFORD, NORTH CAROLINA

Perquimans County, a body politic and corporate of the State of North Carolina, as Seller, hereby offers to sell and convey and MiTek, Inc., a corporation of the State of Missouri, licensed to do business in North Carolina, as Buyer, upon acceptance of said offer, agrees to purchase, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), up on the following terms and conditions:

1. REAL PROPERTY: Located in Bethel Township, the Town of Hertford, County of Perquimans, State of North Carolina, being identified as 25 acres, more or less, directly southwest of the Perquimans Marine Industrial Park Basin, as recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Perquimans County Registry. Said 25 acres +/- will be surveyed by Perquimans County prior to conveyance.

2. PURCHASE PRICE: The purchase price is Six Hundred Twenty-Five Thousand Dollars (\$625,000.00) and shall be paid as follows:

(a) Five Thousand Dollars (\$5,000.00) of the purchase price as an EARNEST MONEY DEPOSIT with this offer by bank check made payable to Perquimans County and delivered to Frank Heath, County Manager, as Escrow Agent, to be held by "Escrow Agent", until the sale is closed as contemplated by this Agreement, at which time it will be credited to Buyer and applied to the purchase price, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted by Seller; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted by Seller, and Buyer and Seller do not consummate the sale contemplated hereby and Buyer breaches this contract, then all earnest monies shall become non-refundable and shall be forfeited upon Seller's request to Seller, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

(b) Six Hundred Twenty Thousand Dollars (\$620,000.00), by bank check at Closing.

3. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for the preparation of a deed, survey and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by law.

4. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title within three (3) months of the date of this Offer to Purchase at a place designated by Seller. An additional 3-month period may be granted, upon consent by both parties, to allow for additional due diligence by the buyer. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close within three (3) months of the date of this Offer to Purchase, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the closing date agreed-upon in writing.

5. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

6. DELIVERY OF TITLE: Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing. (c) All late listing penalties, if any, shall be paid by Seller.

8. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

9. PROPERTY INSPECTION: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyers expense, inspections to determine the condition of the Property.

10. REPAIRS: Pursuant to any inspections in accordance with Paragraph 9 above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the

ATTACHMENT C - CONTINUED

Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded.

11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyers representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

13. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. By signing this agreement, each party covenants that it has not entered into any contract, express or implied, with a realtor or agent or broker as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

Date: \_\_\_\_\_

Date: 4/7/2025

Buyer \_\_\_\_\_ (SEAL)

Seller  \_\_\_\_\_ (SEAL)







ATTACHMENT E

THIS AGREEMENT (hereinafter referred to as “the Agreement” or “this Agreement”) is entered into effective as of \_\_\_\_\_ by and between MiTek, Inc., (hereinafter “MiTek”) and Perquimans County, North Carolina, (hereinafter, the “County”),

RECITALS

WHEREAS, the County is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible pursuant to the Project (as defined below); and,

WHEREAS, MiTek has proposed establishing a truss component manufacturing facility at the Perquimans County Commerce Center and Perquimans Marine Industrial Park Basin. It is anticipated that such a facility and any other buildings will be owned by MiTek and that the facility itself will be operated by MiTek. It is further anticipated that any equipment, fixtures, furnishings and similar items located in or on the facility used by MiTek in the operation of the facility will be owned by MiTek. The building or buildings constructed on the facility are referred to herein as the “Facility”. The Facility is referred to herein as the “Project”. MiTek expects that the Project will include taxable buildings and improvements having a minimum initial aggregate taxable value of at least Thirty Million \$30,000,000 and expects to create at least 80 new jobs as a result of the Project;

WHEREAS, the County recognizes that the Project will bring direct and indirect benefits to the County, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus and has offered economic development Incentives

located on North Granby Street in the Perquimans County Commerce Centre, Perquimans Marine Industrial Park, Hertford, North Carolina (such property being referred to as the “Site”). After a full and final survey of the Site is completed, the purchase price may be adjusted depending on the number of acres contained in the Site as shown on the completed survey. The Site is denoted as the “Parcel A” on the map attached hereto as Exhibit A. Within 60 days after the effective date of this Agreement, or as soon thereafter as is practicable, the County will convey fee simple title to the Site to MiTek for and in consideration of the payment on the conveyance date of Six Hundred Twenty Five Thousand (\$625,000.00) (which the County has verified and determined is the fair market value of the Site and which is hereinafter referred to as the “Purchase Price”). Other than payment of the purchase price by MiTek to the County, no further consideration shall be conveyed other than the consideration set forth in Article II herein. The date on which such conveyance occurs is referred to herein as the “Conveyance Date”. MiTek shall pursue all actions, after the Conveyance Date, necessary to ensure that the Site is appropriately zoned for the Facility and that all appropriate County permits and approvals are received in a timely manner. The Local Incentives related to the Site are set forth in Article II herein. MiTek acknowledges that the subject property is subject to certain restrictions and covenants as more particularly shown in recorded restrictions and covenants recorded in the Perquimans County Registry.

ARTICLE II

MITEK INVESTMENT REQUIREMENTS

AND LOCAL INCENTIVES PROVIDED

A. Capital Investment Discounts- Within thirty-six (36) months of the conveyance date, MiTek shall complete construction of a building or buildings and facilities on the Site. The term “complete construction” shall mean construction of a building or buildings and facilities which meet the requirements of MiTek, and which are suitable for MiTek to maintain and operate a truss component manufacturing facility on the Site. Upon MiTek accomplishing complete construction, MiTek shall apply for a Certificate of Occupancy and the date of issuance of the Certificate of Occupancy shall be deemed the date of complete construction. After the Certificate of Occupancy is issued by the Perquimans County Inspections Department, the County will have an appraisal firm appraise and assess the property to determine the taxable value of the building(s), facilities and improvements on the Site, not including the value of the land and taxable business

(the “Local Incentives”) to induce MiTek to create jobs within the County and locate the Project at the Site, and such Local Incentives do in fact induce MiTek to create jobs within the County and to locate the Project at the Site in that MiTek would not create jobs within the County and locate the Project in the County if the Local Incentives were not being offered and;

WHEREAS, the County hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to MiTek to create jobs within the County and to locate the Project at the Site. Similarly, MiTek acknowledges that its decision to locate the Project at the Site resulted from the County's offer of Local Incentives and other assistance described in this Agreement, and;

WHEREAS, the County is authorized pursuant to N.C.G.S. 158-7.1 to acquire and assemble land for industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of higher paying jobs, and other stimuli of the local economy. Such considerations shall be limited each fiscal year to a total of one-half of one percent of the County's assessed property tax valuation for each year.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the County, MiTek agree as follows:

ARTICLE I

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO

LOCATION OF FACILITY, LAND, DEVELOPMENT AND INFRASTRUCTURE

MiTek agrees to locate the Facility on a tract of land to be purchased by MiTek from the County for a purchase price equal to \$25,000 per acre which at this time is estimated to be \$625,000.00. The tract of land consists of approximately twenty-five (25.0) acres

equipment on the Site. Once the County has received the assessed and appraised value of the building(s), facilities and improvements on the site not including the value of the land and taxable business equipment on the Site, the County will reimburse MiTek based on the following table and based on the appraised and assessed value for the buildings, facilities and improvements on the Site which value shall be exclusive of the land value and any taxable business equipment that may be located at that site at the time of valuation or in the future.

<i>Taxable Building Value</i>	<i>Reimbursement Amount</i>
<i>Less than \$15,000,000</i>	<i>No reimbursement</i>
<i>\$15,000,000-\$29,999,999</i>	<i>50% of Purchase Price</i>
<i>Over \$30,000,000</i>	<i>100% of Purchase Price</i>

ARTICLE III

SUCCESSFUL COMPLETION OF CONSTRUCTION OF BUILDINGS, FACILITIES AND IMPROVEMENTS

In the event MiTek successfully accomplishes complete construction within thirty-six (36) months of the conveyance date, MiTek shall be entitled to the amount of reimbursement set forth in Article II above and the County shall pay to MiTek the amount of reimbursement due Mitek within 90 days of the date in which the County received the appraised and assessed value of the buildings, facilities and improvements on the site not including the value of the land and taxable business equipment on the site.

ARTICLE IV

UNSUCCESSFUL COMPLETION OF INCENTIVES QUALIFYING CRITERIA



ATTACHMENT E - CONTINUED

Notwithstanding any reimbursement paid to MiTek pursuant to this Article III herein, in the event that MiTek does not maintain and operate a truss component manufacturing facility for a period of ten continuous years, MiTek shall pay to the County the amount of the County reimbursed portion of the purchase price within 90 days of written notice to MiTek by County that such sum is due.

ARTICLE V

UNSUCCESSFUL COMPLETION OF CONSTRUCTION OF BUILDINGS, FACILITIES AND IMPROVEMENTS

Upon failure of MiTek to (i) commence construction within two years of the Conveyance Date; or (ii) to accomplish complete construction within thirty-six (36) months of the Conveyance, MiTek shall convey the property back to the County through conveyance of a general warranty deed, without further consideration for such transfer. In the event the Company does not reconvey the property back to the County upon Default, the County shall have the right to elect any legal remedies it may have available to it to have the property reconveyed to County.

ARTICLE VI

GENERAL PROVISIONS FOR LOCAL INCENTIVES

All discounts on the purchase price of the Site shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such discount be made if MiTek has outstanding property taxes with respect to the Project, or other amounts owed to the County, then due (in which case payment shall be made after such obligations are discharged following written notice of such delinquency to MiTek). If all conditions set forth herein have been satisfied, unless otherwise specified, the term "Year" refers to a fiscal year of the County, which begins on July 1 and ends on the following June 30.

any legal action instituted to enforce the terms of this agreement shall be in the court of appropriate jurisdiction in Perquimans County, North Carolina.

D. Entire Agreement; Amendment; Authority

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and successors and assigns of each of them. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to exclusive jurisdiction of the State of North Carolina, Perquimans County for this Agreement. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE COUNTY HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

ARTICLE VII

OTHER PROVISIONS

A. Adverse Change

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or in interpretations thereof, have not changed.

B. Change in Law

In the event any applicable law, policy or regulations applicable to the MiTek adversely affects or impacts the effective operation of the Project, the County will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the County. County agrees to enter into a Development Agreement, if required, pursuant to N.C.G.S. 160-400.20 with the MiTek or development of the Site.

C. Further Action

The parties acknowledge that the terms of the Project and the Incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner. The venue of

E. Severability

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

F. Assignment

MiTek shall not assign this Agreement or any portion thereof without the written consent of the County, nor shall MiTek assign any funds due or to become due to it hereunder without the prior written consent of the County, provided however, MiTek shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary of MiTek. In the event of (i) the sale of the Site by MiTek; (ii) the assignment of this Agreement by MiTek approved by County; or (iii) a substantial change in the ownership of MiTek, the terms and provisions of this Agreement shall remain in full force and effect and shall be binding upon the successors, assigns and grantees of MiTek.

G. Certificate of Authority

MiTek (or the appropriate wholly-owned subsidiary of the Company) shall file a Certificate of Authority with the Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina Law promptly after the execution of this Agreement.

H. Counterparts; Jurisdiction

ATTACHMENT E - CONTINUED

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts of Perquimans County, North Carolina.

I. Audit Right

The County reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to MiTek's compliance with the capital investment requirements under the Articles of this agreement.

J. Annual Report

In the event MiTek should cease to be a public company, with its annual report publicly available online for review, MiTek shall furnish to the County a copy of its annual audit report performed by a certified public accountant as soon as it becomes available to MiTek, but no later than six months following MiTek's year end.

K. Due Authorization

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

L. Costs

Each party shall assume its own costs, including but not limited to fees for legal, accounting, and engineering services, except that the County shall be responsible for the costs of the surveys for any portion of land which may be subject to this Agreement.

No delay or forbearance by the County in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date and year first above written.

M. Notices

Any and all notices, requests, demands and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after it was deposited in the United States Mail or on the day it was actually received whichever day is earlier.

County: Perquimans County  
PO Box 45  
Hertford, North Carolina 27944

MiTek: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N. Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

O. Time

Time is of the essence of this Agreement and each and all of its provisions.

P. No Waiver of Remedies

County: Perquimans County, NC  
By:  \_\_\_\_\_  
Chairman

MiTek: MiTek, Inc.  
By: \_\_\_\_\_  
Vice-President



ATTACHMENT F

Gilmore & Bell, P.C.  
Draft-March 25, 2025

RESOLUTION OF THE COUNTY OF PERQUIMANS, NORTH CAROLINA AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT AND A DEED OF TRUST; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH THE PERQUIMANS COUNTY BOARD OF EDUCATION; AND AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION WITH INSTALLMENT FINANCING FOR SCHOOL IMPROVEMENTS

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Perquimans County, North Carolina (the "County"), as follows:

Section 1. The Board does hereby find and determine as follows:

- (a) The Perquimans County Board of Education (the "Board of Education"), the governing body of the Perquimans County local school administrative unit, has determined that a need exists for the acquisition, construction and installation of a new intermediate school facility (the "Project"), and has requested capital funding to pay a portion thereof.
- (b) The Project is hereby approved.
- (c) After consideration and a public hearing held on March 3, 2025, which public hearing was duly noticed pursuant to applicable law, the Board has determined that the most advantageous manner of financing the Project is by entering into an installment financing contract (the "Contract") with Webster Bank, National Association (the "Lender") in a principal amount not to exceed \$11,000,000, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Contract, the Lender will advance moneys to the County in an amount sufficient to pay, together with other available funds, (i) the costs of the Project and (ii) costs of issuance related to the Contract, and the County will repay the advancement by making installment payments, with interest, for the term of the loan. The term of the loan will be approximately 20 years.
- (d) In order to secure the performance of the County's obligations under the Contract, the County will execute and deliver a Deed of Trust (the "Deed of Trust"), granting a lien on the site of the Project and all improvements and fixtures thereon located and to be located thereon (the "Mortgaged Property").
- (e) The Mortgaged Property will be leased back to the Board of Education pursuant to a Lease Agreement (the "Lease Agreement") between the County and the Board of Education, which Lease Agreement will be subordinate to the lien created by the Deed of Trust.
- (f) The following documents (collectively, the "County Documents") have been presented to the Board for approval relative to the transaction hereinabove described:
  - (i) The Contract;
  - (ii) The Deed of Trust;
  - (iii) The Lease Agreement; and
  - (iv) The Federal Tax Agreement from the County.

Section 2. The Board hereby approves the County Documents, in substantially the forms presented at this meeting. The Chair or Vice Chair of the Board of Commissioners or the County Manager (each, an "Authorized Officer") are hereby authorized to execute, acknowledge and deliver the County Documents on behalf of the County, in such form and substance as the Authorized Officer executing and delivering the County Documents shall find acceptable. The Clerk of the Board is hereby authorized to affix the official seal of the County to the County Documents as may be required and attest the same.

Section 3. The Authorized Officer and such other proper officers of the County are authorized and directed to execute and deliver such closing certificates, instruments, opinions, affidavits and other documents as required by the Lender and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the County Documents and such other documents.

Section 4. Notwithstanding any provision of the Contract, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract and the Deed of Trust being the security for the Lender in such instance.

Section 5. The County has made certain capital expenditures in connection with the Project prior to the date hereof, and the County expects to make additional capital expenditures in connection with the Project in the future. The County intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Contract or other tax-exempt obligations to be delivered by the County. The maximum principal amount of the Contract or other tax-exempt obligations expected to be delivered for the Project is not expected to exceed \$11,000,000.

Section 6. The County covenants to take such action as may be required in the opinion of nationally recognized bond counsel to the Lender to cause the Contract and all actions of the County with respect to the proceeds thereof to comply with Internal Revenue Code of 1986, as amended (the "Code") in order that interest with respect to the Contract be or continue to be excluded from gross income for federal income tax purposes.

Section 7. This Resolution shall take effect immediately upon its passage.

Passed by the Board of Commissioners this 7<sup>th</sup> day of April, 2025.

Wallace Nelson  
Chair of the Board of Commissioners

I, Mary Hunnicutt, Clerk to the Board for the County of Perquimans, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the County Board at a regular meeting duly called and held on April 7, 2025, and that the proceedings of such meeting are recorded in the Minutes of the County. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the County Board is on file in my office.

WITNESS my hand and the official seal of the County this 7<sup>th</sup> day of April, 2025.

Mary Hunnicutt  
Mary Hunnicutt, Clerk to the Board  
County of Perquimans, North Carolina



ATTACHMENT G

Prepared by and Return to:

Jason C. Schurke, Esq.  
Gilmore & Bell, P.C.  
2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108

LEASE AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF PERQUIMANS

This LEASE AGREEMENT, dated as of April 10, 2025 (the "Lease"), by and between the COUNTY OF PERQUIMANS, NORTH CAROLINA, a body politic and corporate duly created and existing under the laws of the State of North Carolina, as lessor (the "County"), and the PERQUIMANS COUNTY BOARD OF EDUCATION, a body corporate which has general control and supervision of all matters pertaining to the Perquimans County Public Schools, its respective school administrative unit, and is duly organized and existing under the laws of the State of North Carolina, as lessee (the "Board of Education"),

WITNESSETH:

WHEREAS, the County and the Board of Education have determined to cooperate in a plan to finance the cost of a project which has found to be necessary and desirable to provide for improved public school facilities and improved public education in such school administrative unit; and

WHEREAS, such project consists of the planning, design, equipping and construction of a new intermediate school facility (the "Project") on real property that, together with the Project and all buildings, improvements and fixtures located or to be located thereon (the "Leased Property") is to be leased by the County to the Board of Education, as more particularly described in Exhibit A hereto; and

WHEREAS, as a part of such plan, the County has entered into an Installment Financing Contract, dated as of April 10, 2025, between the County and Webster Bank, National Association (the "Lender"), providing for the financing of the cost of the Project (the "Installment Financing Contract"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, as a part of such plan, the County and the Board of Education have entered into an Agreement dated October 15 2024, providing, among other matters, for the construction and other accomplishment of the Project (the "Interlocal Agreement"); and

WHEREAS, as a part of such plan, the County proposes to lease the Leased Property (as defined herein) to the Board of Education, and the Board of Education has determined to lease the Leased Property from the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; RULE OF CONSTRUCTION

All capitalized terms used in this Lease and not otherwise defined herein shall have the meanings assigned to them in the Installment Financing Contract, unless the context clearly requires otherwise. In addition, the following terms will have the meanings specified below, unless the context clearly requires otherwise:

"Board of Education Representative" means any person at the time designated, by a written certificate furnished to the County and signed on the Board of Education's behalf by its Chairman, to act on the Board of Education's behalf for the purpose of performing any act under this Lease.

"Closing Date" means the date on which the Installment Financing Contract takes effect.

"County Representative" means any person at the time designated, by a written certificate furnished to the Board of Education and signed on the County's behalf by the Chairman of its Board of Commissioners, to act on the County's behalf for the purpose of performing any act under this Lease.

"Deed of Trust" means the Deed of Trust, of even date herewith, from the County to the trustee named therein, for the benefit of the Lender, securing the installment payments and other obligations specified under the Installment Financing Contract, as supplemented and amended from time to time.

"Event of Default" means one or more events of default as defined in Section 12.1.

"Lease" means this Lease Agreement, as it may be duly amended.

"Lease Term" means the term of this Lease as determined pursuant to Article IV.

"Lease Year" means, initially, from the Closing Date through December 31, 2025, and, thereafter, means the twelve-month period of each year commencing on January 1 and ending on the next December 31.

"Leased Property" means the property subject to the Deed of Trust, consisting of the real property on which the Project will be located, together with all buildings, improvements and fixtures located or to be located thereon, and the rents, issues, profits and proceeds thereof, all as more fully described in the Deed of Trust.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Board of Education each represent, covenant and warrant for the other's benefit and the benefit of the Lender, as follows:

(1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

ATTACHMENT G - CONTINUED

(2) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party, nor compliance by such party with its obligations under this Lease, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

DEMISING CLAUSE

The County hereby leases the Leased Property to the Board of Education and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

Notwithstanding anything in this Lease to the contrary, the Board of Education's rights to possession of the Leased Property, its rights to purchase the Leased Property pursuant to Section 5.2, and all of its other rights under this Lease are subordinate to the rights of the Lender, the beneficiary under the Deed of Trust. Any judicial sale of, or foreclosure on, the Leased Property pursuant to the Deed of Trust shall terminate all the Board of Education's rights hereunder with respect to the Leased Property.

ARTICLE IV

LEASE TERM

- 4.1 **Commencement.** The Lease Term shall commence on the Closing Date.
- 4.2 **Termination.** The Lease Term shall terminate upon the earlier of either of the following events:
- (a) the termination of the Installment Financing Contract; or
  - (b) an Event of Default and termination by the County pursuant to Article XII.

Termination of the Lease Term pursuant to Section 4.2(b) shall terminate the County's obligations under this Lease and the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including those relating to the receipt and disbursement of funds, shall be continuing until the Installment Financing Contract is discharged as provided therein.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 **Quiet Enjoyment.** The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action

cost of the Leased Property and providing of the Leased Property to the Board of Education for its use is of substantial value to the Board of Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's funding for such purpose would be primarily provided through the County.

ARTICLE VII

CONSTRUCTION OF THE PROJECT

7.1 **Construction of the Project.** The County has provided in the Interlocal Agreement for the construction and other accomplishment of the Project by the Board of Education. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Project in the Installment Financing Contract and hereby approves such provisions. The Board of Education shall take possession of the Project upon completion thereof.

Title to the Project and the remainder of the Leased Property shall be held by the County during the Lease Term, subject only to Permitted Encumbrances.

7.2 **Additional Improvements to the Project.** The Board of Education may at any time and from time to time, in its sole discretion and at its own expense, acquire, construct and install real property improvements and items of equipment or other personal property other than the Project in or upon any portion of the Leased Property that do not materially impair the effective use or materially decrease the value of the Leased Property. The Board of Education shall repair and restore any and all damage resulting from the acquisition, construction and installation of any such improvements or property.

ARTICLE VIII

BOARD OF EDUCATION'S ASSUMPTION OF COUNTY'S OBLIGATIONS

8.1 **Assumption of Obligations.** The Board of Education hereby assumes all the County's obligations under the Installment Financing Contract regarding care, use and operation of the Leased Property, payment of taxes, utilities and other governmental charges, maintenance of insurance coverage, prevention of liens, and repair or replacement of the Leased Property. It is expressly understood that the Board of Education shall not assume the County's obligation under the Installment Financing Contract to pay the Installment Payments and that the Board of Education shall not indemnify the County or any other party to the Installment Financing Contract for third-party claims asserted against any party to the Installment Financing Contract relating to the payment of the Installment Payments.

8.2 **Transfer of Rights.** In order to allow the Board of Education to carry out the County's obligations under the Installment Financing Contract to be assumed by the Board of Education, the County hereby transfers its rights under the Installment Financing Contract regarding such obligations to the Board of Education. Nothing in this Section, however, shall be construed as in any way delegating to the Board of Education any of the County's rights or responsibilities to make decisions regarding the Board of Education's capital and operating budgets or otherwise covenanting that funds for such purposes will be appropriated or available.

8.3 **Board of Education's General Covenant.** The Board of Education further undertakes not to take or omit to take any action the taking or omission of which would cause the County to be in default in any manner under the Installment Financing Contract. If the Board of Education shall take or omit to take any such action, then the Board of Education shall proceed with all due diligence to take such action as may be necessary to cure such default.

affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Financing Contract and to the right hereby reserved to the County to inspect the Leased Property at any reasonable time.

Notwithstanding the foregoing, nothing contained in this Lease, the Interlocal Agreement, the Deed of Trust or any other arrangements entered into between the County and the Board of Education in connection with the financing of the Project shall be construed to grant to the County any jurisdiction or supervision over the operation and use of the public educational system for the County and its facilities that would not exist in the absence of these transactions. The County and the Board of Education hereby acknowledge and agree that the transactions contemplated by this Lease, the Interlocal Agreement, the Installment Financing Contract, the Deed of Trust or any other arrangements entered into between the County and the Board of Education are entered to facilitate the financing by the County of a portion of the cost of the Project. The County shall have no rights over the public educational system or its facilities on account of this Lease and the other transactions contemplated hereby except as shall be necessary for the County to carry out its obligations under the financing arrangements.

5.2 **Purchase Option.** The Board of Education shall have the option to purchase the Leased Property at the end of the Lease Term upon (i) payment by the County to the Lender of all of the Installment Payments and other amounts payable to the Lender under the Installment Financing Contract or the Deed of Trust, and (ii) payment to the County of a purchase option price of \$100. The Board of Education shall notify the County of its exercising of this option within one hundred twenty (120) days after the end of the Lease Term and within forty-five (45) days thereafter the County shall execute and deliver to the Board of Education a general or special warranty deed with a covenant against grantor's acts together with such other documents as are necessary to convey to the Board of Education good and marketable title to the Leased Property, subject only to (a) any encumbrances permitted or created by the Deed of Trust or the Installment Financing Contract ("Permitted Encumbrances") and (b) any encumbrance or imperfection caused by or attributable to the Board of Education.

Upon request of the Board of Education, the County shall request the Lender to release the Leased Property, or any part thereof, to the extent that it constitutes all or any portion of the Property (as such term is defined in the Deed of Trust) or the Project.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 **Use for School Purposes; Assumption of Obligations.** In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for public education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

6.2 **Payments.** In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of \$100 payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that, although the County's financing of the

8.4 **County's Cooperation.** The County shall cooperate fully with the Board of Education in filing any proof of loss or taking any other action under this Lease. In no event shall the County or the Board of Education voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Project without the other's written consent. If the amount expected to be received pursuant to any such settlement does not exceed \$50,000, then the Board of Education may, without the consent of the County, voluntarily settle, or consent to the settlement of, any proceeding arising out of any related insurance claim, provided that the Board of Education promptly notifies the County of such settlement after it has been reached.

8.5 **Advances; Performance of Obligations.** If the Board of Education shall fail to pay any amount required to be paid by it under this Lease, or fails to take any other action required of it under this Lease, then the County may (but shall be under no obligation to) pay such amount or perform such other obligation. The Board of Education agrees to reimburse the County for any such payment or for its costs incurred in connection with performing such other obligation.

ARTICLE IX

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 **Disclaimer of Warranties.** THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product or service provided for herein.

9.2 **Further Assurances; Corrective Instruments.** The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

9.3 **Board of Education and County Representatives.** Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 **Compliance with Requirements.** During the Lease Term, the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Leased Property or any portion thereof.



ARTICLE X

TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

10.1 **Title to Leased Property.** Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, until foreclosed upon as provided in the Deed of Trust or conveyed as provided in this Lease, notwithstanding (a) the occurrence of one or more Events of Default as defined in Section 9.1 of the Installment Financing Contract; (b) the occurrence of any event of damage, destruction, condemnation or construction or title defect; or (c) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property during the Lease Term, except as expressly set forth in this Lease.

ARTICLE XI

SUBLEASING AND INDEMNIFICATION

11.1 **Board of Education's Subleasing.** The Board of Education may not assign or sublease the Leased Property, in whole or in part, except as provided in Section 8.2 of the Installment Financing Contract. The Board of Education may, however, make the Leased Property available for community use in accordance with the laws of the State.

11.2 **Indemnification.** Except as provided in Section 8.1, to the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County and the Lender harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any claims arising from: (a) any condition of the Leased Property or (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder. The Board of Education shall be notified promptly by the County or the Lender of any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

ARTICLE XII

EVENTS OF DEFAULT

12.1 **Events of Default.** Each of the following shall be an "Event of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) The Board of Education's failure to make any payments hereunder when due;
- (b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County or by the Lender, unless the County and the Lender shall agree in writing to an extension of

the Lease Term by reason of an Event of Default, neither the Board of Education nor the County nor anyone claiming through or under either of them shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Installment Financing Contract or of any remedy provided hereunder or thereunder; and the Board of Education and the County, for themselves and all who may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XIII

MISCELLANEOUS

13.1 **Notices.** Any notice, request, demand, and other communication given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient, with copy to the Lender, as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

- (a) If intended for the County, addressed to it at the following address:

County of Perquimans, North Carolina  
128 N. Church Street  
Hertford, NC 27944  
Attention: Finance Officer
- (b) If intended for the Board of Education, addressed to it at the following address:

Perquimans County Board of Education  
411 Edenton Road Street  
Hertford, NC 27944  
Attention: Superintendent
- (c) If intended for the Lender, addressed to it at the following address:

Webster Bank, National Association  
360 Lexington Avenue, 5<sup>th</sup> Floor  
New York, NY 10017  
Attn.: Public Sector Finance

13.2 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject however to the limitations contained in Article XI.

13.3 **Third Party Beneficiary.** This Lease inures to the benefit of the parties hereto and the Lender and their successors and assigns, and is binding upon the parties hereto and their successors and assigns.

13.4 **Net Lease.** This Lease shall be deemed and construed to be a "net lease," and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions, and without abatement or setoff.

such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, neither the County nor the Lender shall unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected and, further, that if by reason of any event or occurrence constituting force majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Section 6.2 or Section 8.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

(c) The dissolution or liquidation of the Board of Education or the voluntary initiation by the Board of Education of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Board of Education of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by the Board of Education into an agreement of composition with creditors or the Board of Education's failure generally to pay its debts as they become due.

12.2 **Remedies on Default.** Whenever any Event of Default shall have happened and be continuing after the expiration of any applicable cure period, the County may, with the Lender's consent, take one or any combination of the following remedial steps:

- (a) Terminate this Lease, evict the Board of Education from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof.
- (b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books and records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.
- (c) Take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the Board of Education under this Lease.

Any amount collected pursuant to action taken under this Section shall be applied in accordance with the Installment Financing Contract.

12.3 **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, end any such right and power may be exercised from time to time as may be deemed expedient. In order to entitle the County to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

12.4 **Waivers.** If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. A waiver of an event of default under the Installment Financing Contract shall constitute a waiver of any corresponding Event of Default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other Event of Default under this Lease or impair any right consequent thereon.

12.5 **Waiver of Appraisalment, Valuation, Stay Extension and Redemption Laws.** The Board of Education and County agree, to the extent permitted by law, that in the case of a termination of

13.5 **Payments Due on Holidays.** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall not be a business day, such payment may be made or act performed or right exercised on the next preceding day that is a business day with the same force and effect as if done on the nominal date provided in this Lease.

13.6 **Severability.** In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13.7 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13.8 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

13.9 **Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or limit of any provisions or sections of this Lease.

13.10 **Memorandum of Lease.** At the request of either party, the County and the Board of Education shall, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

13.11 **Prauduit Certification.** This Lease shall not become effective unless and until the County's Finance Officer and the Board's Finance Officer have signed the Praudit Certification.

[Signature page follows.]

ATTACHMENT G - CONTINUED

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year first above written.



COUNTY OF PERQUIMANS, NORTH CAROLINA  
By: Wallace Nelson  
Chairman of the Board of Commissioners

By: Mary Hunnicutt  
Mary Hunnicutt  
Clerk to the Board of Commissioners

PERQUIMANS COUNTY BOARD OF EDUCATION  
By: Russell Lassiter  
Chairman of the Board of Education

[SEAL]

ATTEST

By: Tanya Turner  
Name: Tanya Turner  
Title: Secretary of the Board of Education

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

Travis Nathan  
Finance Officer  
County of Perquimans, North Carolina

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

Rebecca Toy Corpen  
Finance Officer  
Perquimans County Board of Education



EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

[To be inserted from Title Commitment.]

STATE OF NORTH CAROLINA  
COUNTY OF PERQUIMANS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Wallace Nelson and Mary Hunnicutt personally appeared before me this day, each acknowledging to me that he and she signed the foregoing document in the capacity indicated thereon.

Witness my hand and notarial seal this 7<sup>th</sup> day of April, 2025.

Rebecca Toy Corpen  
Notary Public

Printed Name: Rebecca Toy Corpen

My commission expires:

February 02, 2028

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA  
COUNTY OF PERQUIMANS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tanya Turner and Russell Lassiter personally appeared before me this day, each acknowledging to me that he and she signed the foregoing document in the capacity indicated thereon.

Witness my hand and notarial seal this 2 day of April, 2025.

Rebecca Toy Corpen  
Notary Public

Printed Name: Rebecca Toy Corpen

My commission expires:

February 02, 2028

[NOTARIAL SEAL]



EXHIBIT B

[Copy of Installment Financing Contract.]

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