

SUPPLY AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this 1st day of January 2026, by and between **AUGUSTA, GEORGIA** (the "Operator") and Sun Coast Resources, Georgia limited liability company with its an office located at 625 5th Street Augusta, Georgia 30901 (the "Distributor") .

WITNESSETH THAT

In consideration of the mutual covenants herein contained, Operator, Distributor and Owner agree, as follows:

-1-

Operator is the Owner of the Augusta Regional Airport located at 1501 Aviation Way, Augusta, in Richmond County, Georgia.

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Operator warrants that it has complied and will comply with all environmental laws relating to the use and operation of all gasoline tanks and dispensing equipment and fixtures, the appropriate testing for leakage of any contaminants, the applicable reporting requirements. Operator will provide information requested by Distributor to illustrate compliance with all applicable environmental laws, rules and regulations.

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Except as otherwise specifically provided herein, during the Term, Distributor agrees to provide unleaded gasoline and diesel to the Premises with the same to be supplied by Distributor on an as needed basis. The Operator makes no guarantee as to the amount of unleaded gasoline and diesel to be purchased during the term of the Agreement.

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The purchase price of all gasoline sold pursuant to this Agreement will be North Augusta **\$-0.076.** above the posted rack price per gallon at point of purchase with respect to each product plus freight and the purchase price of all diesel sold pursuant to this Agreement will be North Augusta **\$-.0599** above the posted rack price per gallon at point of purchase with respect to each product plus freight. The term "freight" as used in the preceding sentence means the common

carrier rate which would be applicable to the deliveries. The amount of freight will be charged even if delivery is made by vehicles owned by Distributor.

All products sold pursuant to this Agreement will be invoiced to Operator at the time of delivery.

Original invoice(s) must be submitted as follows:

Augusta Regional Airport

1501 Aviation Way

Augusta, GA 30906

Attn: Risa Bingham

Ph.: (706) 798-3136

FAX: (706) 798-1551

With a copy to: Kenneth L. Hinkle, C.M.

Director of Aircraft Services

Augusta Regional Airport

1501 Aviation Way |Augusta, GA 30906

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Operator shall be responsible for all claims and demands of every kind caused or arising from the use, occupancy or operation of the Premises by Operator as related to the subject matter of this Agreement, and to the extent required by Georgia law, Operator will obtain and keep in force at its own cost and expense throughout the term of this Agreement adequate public liability insurance.

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Operator agrees to maintain all tanks located on the Premises and all equipment and fixtures in good order and repair.

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7.1 Distributor shall be excused from delay or nonperformance hereunder if Distributor shall be unable to meet the demands for its products with supplies from its normal or usual sources, or if any whatsoever beyond Distributor's control, such as the reasons listed in subsection

7.2 below. In any such contingency, Distributor shall have the right to curtail delivery or allocate its supply of gasoline and petroleum products for sale among all of its customers in any manner which in its sole discretion is fair and reasonable under the circumstances and Operator shall not hold

Distributor responsible for any losses or damages which Operator may suffer as a result of any such

curtailment or allocation. Distributor shall not be required to make up any product not so delivered. If Distributor cannot supply Operator, Operator shall have the option to purchase gasoline and petroleum products from another source.

7.2 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of this obligation by reason of such Force Majeure, there shall be an equitable adjustment of the schedule. Distributor will not be liable for failure to perform or for delay in performance as a result of Force Majeure, including the following:

- (a) Any cause beyond its reasonable control;
- (b) Any act of God;
- (c) Inclement weather;
- (d) Earthquake;
- (e) Fire;
- (f) Explosion;
- (g) Flood;
- (h) Strike or other labor dispute;
- (i) Any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other transportation facility;
- (j) Delay or failure to act of any governmental or military authority;
- (k) Any war, hostility or invasion;
- (l) Any embargo, sabotage, civil disturbance, riot or insurrection;
- (m) Any legal proceedings; or
- (n) Failure to act by Distributor's suppliers due to any cause which Distributor is not responsible, in whole or in part.

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This Agreement shall extend for a period of one (1) year beginning on January 1, 2026 and ending at midnight on December 31, 2026 (the "Term"). Operator, at its option may extend the term of the Agreement for an additional one (1) year period by providing notice to Distributor prior to the expiration of the then-current term and presenting the proposed extension to its Aviation Commission for approval.

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For the purposes of this Agreement, any of the following acts on the part of Operator shall be considered to be a breach of this Agreement: the filing of a petition of bankruptcy or receivership proceedings; failing to submit the required reports; failing to comply with any of the terms and conditions of this Agreement. In the event of any breach of or default under this Agreement by any

party, any of the remaining parties shall give written notice of such breach and demand that the same be cured within ten (10) days. If the breach is not cured within said ten (10) day period, the non-breaching party may pursue its rights and remedies at law or in equity. It is hereby agreed by the parties such specific performance of this Agreement shall be an appropriate remedy for any breach.

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Any sale, transfer or encumbrance of the assets or rights of any party to this Agreement or the properties or rights which are the subject of this Agreement shall be made subject to the terms, provisions and obligations of this Agreement, which shall be binding upon the heirs, successors, assignees, purchasers or transferees of the property involved.

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Operator is involved in the sale of petroleum products upon the Premises. Operator understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Operator accepts certain responsibility as the operator of a retail facility. Operator must take diligent and continual precautions to discover and stop any such leakage through adequate inventory control. Operator agrees to take such actions as reasonably required to assure that the tank system and release detection system are operated and maintained in accordance with all applicable laws, rules and regulations.

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Waiver on the part of any party hereto as to any breach or default on the part of any other party shall not constitute a waiver as to any subsequent breach or default, whether or not similar in character.

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This Agreement does not constitute any party hereto as an agent, legal representative, joint venture, partner, employee, servant or agent of any party hereto for any purpose whatsoever. Each party is an independent contractor with respect to the other parties and is in no way authorized to make any contract, agreement, warranty or representation on behalf of any other party or to create any obligation, express or implied, on behalf of any other party hereto.

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All notices provided for herein shall be considered as properly given if delivered in writing personally or if sent by registered or certified mail addressed as follows:

As to Operator:

To Operator: For all notices to City the address will be:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to: Augusta General Counsel
Augusta Law Department
535 Telfair Street, Bldg., 3000
Augusta, Georgia 30901-2286
Ph: (706) 842-5550
Fax: (706) 842-5556

As to Distributor:

Sun Coast Resources, LLC.
625 5th Street
Augusta, Georgia 30901
713-429-6702

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This Agreement cancels and supersedes all prior agreements and understandings between the parties hereto pertaining to matters covered herein and there are no other agreements, written or oral, between the parties pertaining to the subject matter hereof.

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Without the prior written consent of Operator, Distributor may not assign, transfer or convey any of its interests under this Agreement, nor delegate any of its obligations or duties under this Agreement except as provided herein.

- 16.1 Consent of Operator Required. Any assignment of this Agreement or rights under this Agreement, in whole or part, without the prior written consent of Operator shall be void, except that, upon ten (10) calendar days' prior written notice to Operator, the Distributor may assign monies due or to become due under this Agreement. Any assignment of monies will be subject to proper setoffs in favor of the Operator and to any deductions provided for in this Agreement.
- 16.2 No Relief of Responsibilities. No assignment will be approved which would relieve Distributor of its responsibilities under this Agreement.

- 16.3 Parties Bound. This Agreement will be binding upon and inure to the benefit of the Operator and Distributor and their respective successors and assigns.

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17 Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Operator cannot enter a Agreement for the physical performance of services unless the Distributor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

17.1 Distributor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

17.2 Distributor has executed an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Agreement as Attachment B.

17.3 Distributor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Agreement, Distributor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment B.

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Corporate Authority. Distributor has executed a Certificate of Corporate Authority attached hereto as Attachment B. The officials of the Distributor executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Distributor. Distributor has all requisite power and authority to enter into and perform its obligations under this Agreement. The execution and delivery by the Distributor of this Agreement and the compliance by the Distributor with all of the provisions of this Agreement (i) is within the purposes, powers, and authority of the Distributor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Distributor and is legal and will not conflict with or constitute on the part of the Distributor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, Agreement, or other agreement or instrument to which the Distributor is a party or by which the Distributor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Distributor; and (iii) has been duly authorized by all necessary action on the part of the Distributor. This Agreement is the valid, legal, binding and enforceable obligation of the Distributor.

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Independent Contractor. Distributor is acting, in performance of this Agreement, as an Independent Contractor. Personnel supplied by the Distributor or its agents or subcontractors hereunder are not the Operator's employees, or agents and Distributor assumes full responsibility for their acts. Distributor shall be solely responsible for the payment of compensation to its employees and subcontractors. The Operator shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Distributor employee, its subcontractors or agent's employees, but such responsibility shall be solely that of Distributor. This clause of the Agreement does not prevent the Operator from requiring Distributor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Distributor to perform the requirements of this Agreement satisfactorily, according to the terms set forth herein. No act or direction of the Operator shall be deemed to be the exercise of supervision or control of the Distributor's performance hereunder.

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Insurance. During the term of this Agreement, Distributor shall provide, pay for, and maintain with companies reasonably satisfactory to the City and the Aviation Commission, the types of insurance as set forth in the Augusta, Georgia Code, and Georgia law, as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and with an Insurer rated "A" or better by AM Best. All policies shall include hold harmless provisions. In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement, the more stringent requirement shall govern. In no event shall Distributor maintain any insurance less than the requirements set forth in the Augusta, Georgia Code, as amended.

20.1 All liability policies of Distributor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

20.2 The Distributor shall procure and maintain continuously in effect throughout the term of its activities upon the Airport at Distributor's sole expense, insurance of the types and in at least such minimum amounts as set forth in this Section.

20.3 The Distributor's insurance policies as required by this Agreement shall apply separately to Augusta as if separate policies had been issued to Distributor and Augusta. The Distributor's Comprehensive General Liability policy shall protect Augusta, GA, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees against any and all liability created by reason of Distributor's conduct.

20.4 The Distributor's insurance shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the Augusta's Risk Manager.

(a) Distributor shall furnish to the Risk Manager Certificates of Insurance evidencing that all of the herein stated requirements have been met. The amount or amounts of all required policies shall not be deemed a limitation of the Distributor's Agreement to indemnify and hold harmless Augusta, Georgia, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees; and in the event Distributor or Augusta, Georgia shall become liable in an amount in excess of the amount or amounts of such policies, then the Distributor shall save Augusta, Georgia, its officers, elected and appointed officials, employees, agents and the Augusta Aviation Commission and its employees harmless from the whole thereof, except in the event of gross negligence of Augusta, Georgia

20.5 The Distributor is required to maintain minimum insurance to protect the Distributor and Augusta, GA from the normal insurable liabilities that may be incurred by Distributor. In the event, such insurance as required shall lapse, Augusta, Georgia and the Augusta Aviation Commission reserve the right to obtain such insurance at the Distributor's sole expense.

20.6 The insurance policies for coverage listed in this Section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to Augusta no less than thirty (30) days prior to cancellation or change.

20.7 Distributor shall carry the following types and minimum amounts of insurance coverage at the Operator:

(a) Worker's Compensation Insurance - With employer's liability coverage of at least \$1,000,000 each accident, \$1,000,000 each employee and a \$1,000,000 disease policy limit. The foregoing insurance shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta-Georgia its officers, agents, elected and appointed officials, representatives, volunteers, and employees, and the Aviation Commission and its employees.

(b) Comprehensive General Liability Insurance – In the amount of Five Million (\$5,000,000) against claims for bodily injury, death or property damage occurring on, in about the Distributor's premises and the Operator, in an amount recommended by the Risk Manager and acceptable to the City. Said coverage shall include products and completed operations. The foregoing insurance shall be endorsed to state that it will be primary to the City and the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta-GA, the Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, GA, the Aviation Commission, their officers, employees, agents, elected and appointed officials shall be added as additional insureds on said policies, including products and completed operations. Said policy shall contain Severability of Interest Clause and shall include Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.

(c) Automobile Insurance. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Distributor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta GA and the Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, GA, the Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta GA, the Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

(d) All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. The required policies of insurance shall be in compliance with the laws of the State of Georgia.

20.8 If at any time the Augusta Regional Airport Executive Director requests a written statement from the

insurance company as to any impairments to the aggregate limit, Distributor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Distributor authorizes the Augusta Aviation Commission and/or Augusta's Risk Manager to confirm with Distributor's insurance agents, brokers, and insurance companies all information furnished.

20.9 The acceptance of delivery to Augusta and the Augusta Aviation Commission of any certificate of insurance evidencing the insurance coverage and limits required under this Agreement does not constitute approval or acceptance by Augusta or the Augusta Aviation Commission that the insurance requirements in this Agreement have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by Augusta.

20.10 The Distributor and Augusta and the Augusta Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Distributor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Distributor shall furnish Augusta, within ten (10) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.

20.11 If at any time the Augusta Regional Airport Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to Augusta and Augusta Aviation Commission as soon as practical but in every instance prior to expiration of current coverage.

20.12 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to Augusta and the Augusta Aviation Commission.

20.13 An insurance binder letter or a Certificate of Insurance must be sent to:

Augusta Regional Airport
1501 Aviation Way
Augusta, Ga. 30901
Attn: Executive Director

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Default and Termination.

Termination by Operator. This Agreement shall be subject to termination by the Operator at any time in the opinion of the Operator the Distributor fails to carry out the Agreement provisions or if any one or more of the following events occurs:

21.1 The default by Distributor in the performance of any of the terms, covenants or conditions of the Agreement, and/or the failure of Consultant to remedy, or undertake to remedy with sufficient forces and to the Operator's reasonable satisfaction. The Operator shall provide the Distributor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Distributor fails to remedy such conditions within five (5) days to the satisfaction of the Operator, the Operator may exercise its option in writing to terminate the Agreement without further notice to the Distributor and order the Distributor to stop providing services immediately and vacate

the premises; and to cancel ordered products with no expense to the Operator.

- 21.2 Distributor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Distributor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- 21.3 Distributor's failure to provide services according to the specifications contained herein.
- 21.4 Distributor's failure to keep, perform, or observe any other term or condition of this Agreement.
- 21.5 Distributor's performance of the Agreement is unreasonably delayed.
- 21.6 The Operator reserves the right to terminate this Agreement if the services provided under this Agreement do not meet or exceed existing industry standards. The Operator reserves the right to make the final determination as to the quality of services.

21.7 Termination for Convenience

The Operator may terminate this Agreement in whole or in part at any time by providing written notice to the Distributor. Such action may be without cause and without prejudice to any other right or remedy of Operator. Upon receipt of a written notice of termination, except as explicitly directed by the Operator, the Distributor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Distributor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders except as directed by the written notice.
- 4. Complete performance of the work not terminated by the notice.

Operator agrees to pay Distributor for:

- a) Products delivered in accordance with the Agreement documents prior to the effective date of termination;
- b) Operator will not pay Distributor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Operator's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this Agreement.

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Indemnification and Hold Harmless. Distributor agrees to indemnify and hold harmless the Augusta Aviation Commission, Augusta, Georgia and their members, officers, elected and appointed officials, agents, servants, employees and successors in office, as set forth in the Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein, from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia and the Augusta Aviation Commission, in connection therewith related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about Operator property which are in any way related to or arising out of any failure of Distributor to perform its obligations hereunder. Distributor further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to any individuals

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employed or retained by Distributor in connection with any changes, additions, alterations, modifications and/or improvements made to the premises, and hereby releases the Augusta, Georgia and the Augusta Aviation Commission, from liability in connection with any such claims. In the event of a conflict between the provisions of the Augusta, Georgia Code and this Agreement, the broader requirement shall govern.

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Compliance with Applicable Laws And Regulations. Distributor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, rules, regulations, Airport Rules and Regulations and Augusta, Georgia ordinances applicable to the Work to be performed under this Agreement, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Distributor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of the Airport during the term of this Agreement, including any renewal periods. All references to Augusta, Airport or Federal codes, provisions, regulations, and rules are incorporated by reference as if fully set forth herein.

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Right to Inspect Premises. The Operator may, at reasonable times, inspect the part of the plant, place of business, or work site of Distributor or any of its subcontractor or subunit thereof which is pertinent to the performance of this Agreement.

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Changes. The Operator may, during the Agreement Term, make changes to the Scope of Work, which may result in changes to the general scope of the Agreement and its provisions. Written agreements, changes, or amendments to this Agreement shall not be binding upon the Operator except through a properly executed amendment.

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Temporary Suspension or Delay of Performance of Agreement. To the extent that it does not alter the scope of this Agreement, the Airport may unilaterally order a temporary stopping of the Work or delaying of the Work to be performed by Distributor under this Agreement.

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Prohibition of Segregated Facilities. The Distributor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Distributor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Agreement.

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Distributor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this Agreement.

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Miscellaneous Provisions

- 29.1 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel.
- 29.2 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Georgia, and agree that the Superior Court of Richmond County, Georgia, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that neither party shall be entitled to recover attorneys' fees except as otherwise specifically provided for by law.
- 29.3 Commercial Activity: Neither Distributor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.
- 29.4 Contingent Fees. Distributor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Distributor, to solicit or secure this Agreement; and that Distributor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Distributor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty and upon a finding after notice and hearing, City may terminate the Agreement and, at its discretion, may deduct from the Agreement Sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.
- 29.5 Waiver. The failure of Operator to seek redress for any violation of or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by Operator. The provision in this Agreement of any particular remedy will not preclude Operator from any other remedy.
- 29.6 Permits. Distributor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Agreement. Distributor shall furnish copies of all licenses, permits, and certifications to the Operator.
- 29.7 Work Permits Required. Distributor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Agreement must be United States citizens, or must be lawfully admitted for residence and be permitted to work

in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et seq.

- 29.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.
- 29.9 Captions. The section captions contained in this Agreement are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.
- 29.10 Article Further Acts. Operator and Distributor each agrees to perform any additional acts, execute, and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Agreement.
- 29.11 Prohibition against Contingent Fees. The Distributor by execution of this Agreement warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two (2) or more counterparts, each with the force and effect of an original, on the day and year first above written.

Signed, sealed and delivered this
day of _____, 20__

OPERATOR:
Augusta, Georgia

By: _____
Name: _____
Title: _____

Witness

Notary Public

[NOTARY SEAL]

Signed, sealed and delivered this
day of _____, 20__

DISTRIBUTOR:

By: _____
Name: _____
Title: _____

Witness

Notary Public

[NOTARY SEAL]

