

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

LIC-0-35

| | |
|---|---|
| <p>1. NAVAL ACTIVITY (Property location) Camp Lejeune, North Carolina 28542</p> | <p>2. DATES COVERED (Inclusive) FROM 1 February 1987 TO 31 January 1988</p> |
|---|---|

3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)
Approximately 13,986 sq. ft. of land at Midway Park, NC (Government property) paralleling Highway 24 as shown by Exhibits "A" through "D".

4. PURPOSE OF LICENSE To provide landscaping site at Hunters Creek Subdivision entrance which helps beautify Onslow County and Government property along NC Highway 24, benefiting all people concerned, civilians and military included.

| | |
|--|--|
| <p>5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY</p> | <p>5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Commanding General, Marine Corps Base Camp Lejeune, North Carolina 28542</p> |
|--|--|

| | |
|---|--|
| <p>6. LICENSEE (Name and address) Viking Enterprises, Inc. P.O. Box 1066 Jacksonville, NC 28540</p> | <p>6a. LOCAL REPRESENTATIVE (Name and address) Garland Tuton, President Viking Enterprises, Inc., P.O. Box 1066 Jacksonville, NC 28540</p> |
|---|--|

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "None" under item 7a "Amount")

| | | | |
|--|----------------------------------|--------------------------|--|
| <p>a. AMOUNT (Each payment) None</p> | <p>b. FREQUENCY PAYMENTS DUE</p> | <p>c. FIRST DUE DATE</p> | <p>d. TO (Title and address of local representative of the Government)</p> |
|--|----------------------------------|--------------------------|--|

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

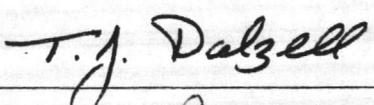
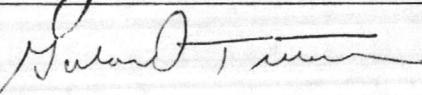
| | | | |
|--|----------------------------------|--------------------------|--------------------------------|
| <p>a. AMOUNT (Each deposit) None</p> | <p>b. FREQUENCY PAYMENTS DUE</p> | <p>c. FIRST DUE DATE</p> | <p>d. TO (Mailing address)</p> |
|--|----------------------------------|--------------------------|--------------------------------|

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE
(If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)

| TYPE | MINIMUM AMOUNT | TYPE | MINIMUM AMOUNT |
|--------------------------------|----------------|---|----------------|
| a. FIRE AND EXTENDED COVERAGE | \$ None | c. THIRD PARTY PERSONAL INJURY PER PERSON | \$ 50,000. |
| b. THIRD PARTY PROPERTY DAMAGE | \$ 10,000. | d. THIRD PARTY PERSONAL INJURY PER ACCIDENT | \$ 100,000. |

10. GENERAL PROVISIONS (See Reverse Side)
Part of General Provision 10.f has been deleted from this license prior to its execution.

II. EXECUTION OF LICENSE

| FOR | BY | | DATE |
|------------------------|---|--|---------------|
| | NAME AND TITLE (Typed) | SIGNATURE | |
| DEPARTMENT OF THE NAVY | T. J. DALZELL, Col., USMC Assistant Chief of Staff Facilities |  | 4 March 1987 |
| LICENSEE | GARLAND TUTON, President Viking Enterprises, Inc. |  | 17 March 1987 |

If Licensee is a Corporation, Certification of signature is attached

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. ~~At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.~~

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America. Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or

damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

CERTIFICATION OF SIGNATURE

I, Frank W. Erwin, do hereby certify
(Secretary or other authorized official)

that Viking Enterprises, Inc. is a
(name of licensee)

North Carolina Corporation ; that
(corporation or unincorporated association)

Garland W. Tuton, who executed the
(person executing license)

foregoing license on behalf of licensee was then _____
(president

President ; that licensee has
or other authorized official)

authority to assume the contractual obligations and liabilities

as set forth in said license and that the person executing the

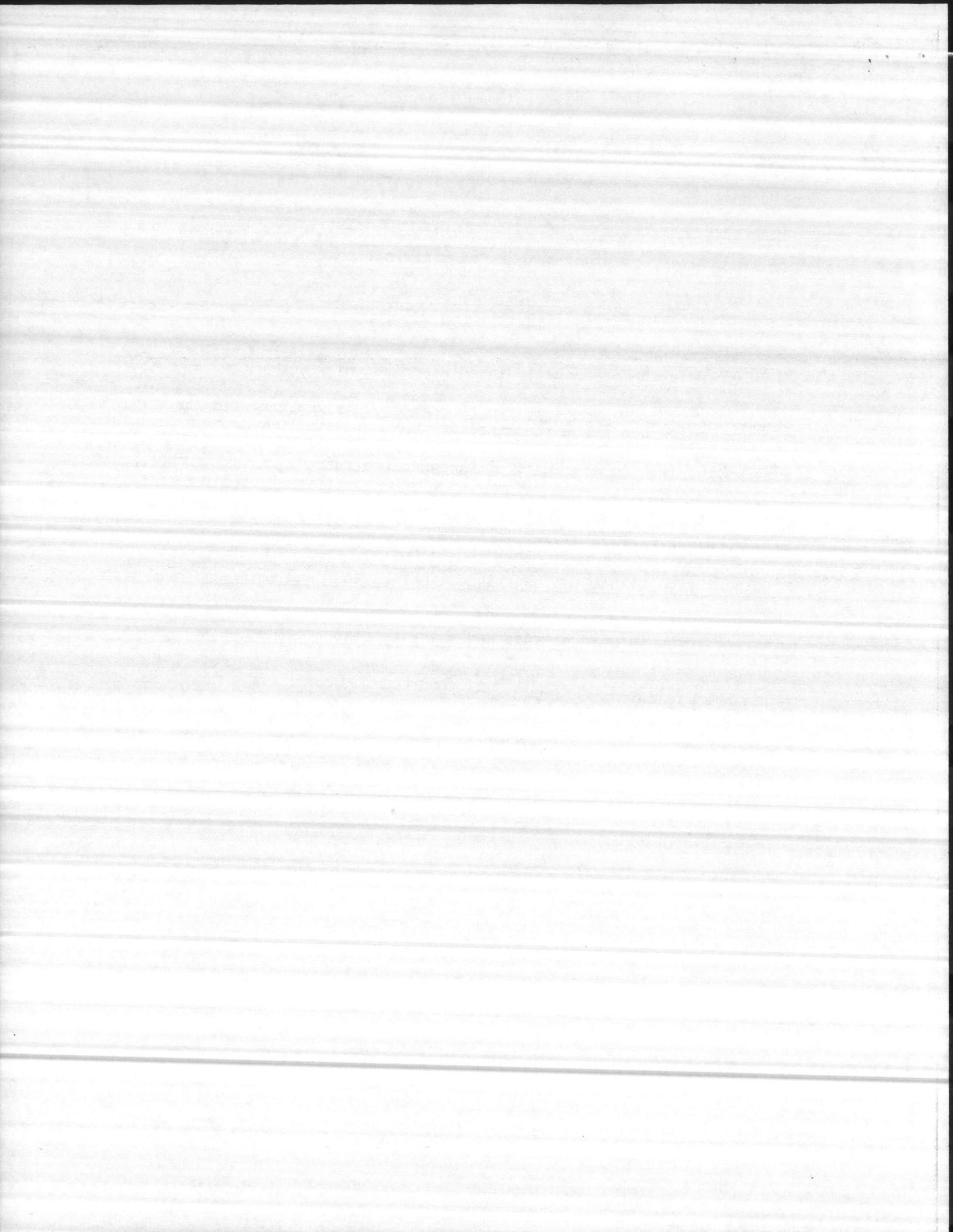
license was duly authorized to do so.

3/20/87
(Date)

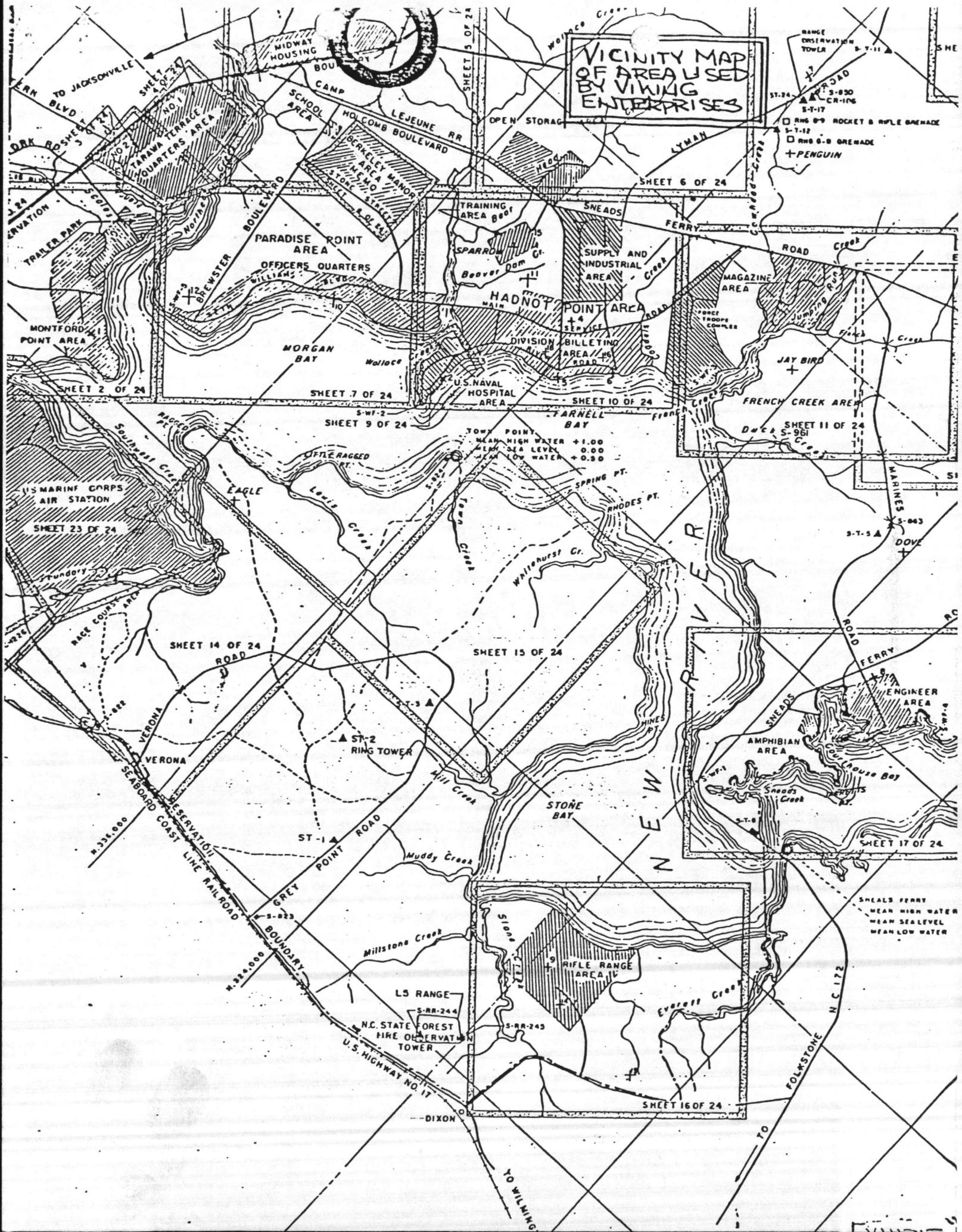


[Handwritten Signature]
(Secretary or other official)

Frank W. Erwin



VICINITY MAP OF AREA USED BY VIWING ENTERPRISES



- RANGE OBSERVATION TOWER
 - ST-24
 - ST-30
 - CR-106
 - ST-17
 - ST-12
 - ST-11
 - ST-1
 - ST-2
 - ST-3
 - ST-4
 - ST-5
 - ST-6
 - ST-7
 - ST-8
 - ST-9
 - ST-10
 - ST-11
 - ST-12
 - ST-13
 - ST-14
 - ST-15
 - ST-16
 - ST-17
 - ST-18
 - ST-19
 - ST-20
 - ST-21
 - ST-22
 - ST-23
 - ST-24
- RING OF ROCKET & RIFLE GRENADE
□ RING OF GRENADE
+ PENGUIN

TOWN POINT
MEAN HIGH WATER +1.00
MEAN SEA LEVEL 0.00
MEAN LOW WATER +0.50

SNEADS FERRY
MEAN HIGH WATER
MEAN SEA LEVEL
MEAN LOW WATER

N
E
W
S

TO JACKSONVILLE
TO WILMINGTON
TO FOLKSTONE N.C. 172
TO DIXON

VERONA
VERONA
VERONA

SEABOARD COAST LINE RAILROAD

U.S. MARINE CORPS AIR STATION

U.S. NAVAL HOSPITAL AREA

HADNOT POINT AREA

TRAINING AREA

INDUSTRIAL AREA

MAGAZINE AREA

FRENCH CREEK AREA

AMPHIBIAN AREA

ENGINEER AREA

RIFLE RANGE AREA IV

LS RANGE

N.C. STATE FOREST FIRE OBSERVATION TOWER

ST-2 RING TOWER

ST-1

ST-8

ST-9

ST-10

ST-11

ST-12

ST-13

ST-14

ST-15

ST-16

ST-17

ST-18

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SHEET 24 OF 24

WILMINGTON

JACKSONVILLE

FOLKSTONE

DIXON

VERONA

SEABOARD COAST LINE RAILROAD

U.S. MARINE CORPS AIR STATION

U.S. NAVAL HOSPITAL AREA

HADNOT POINT AREA

TRAINING AREA

INDUSTRIAL AREA

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ST-19

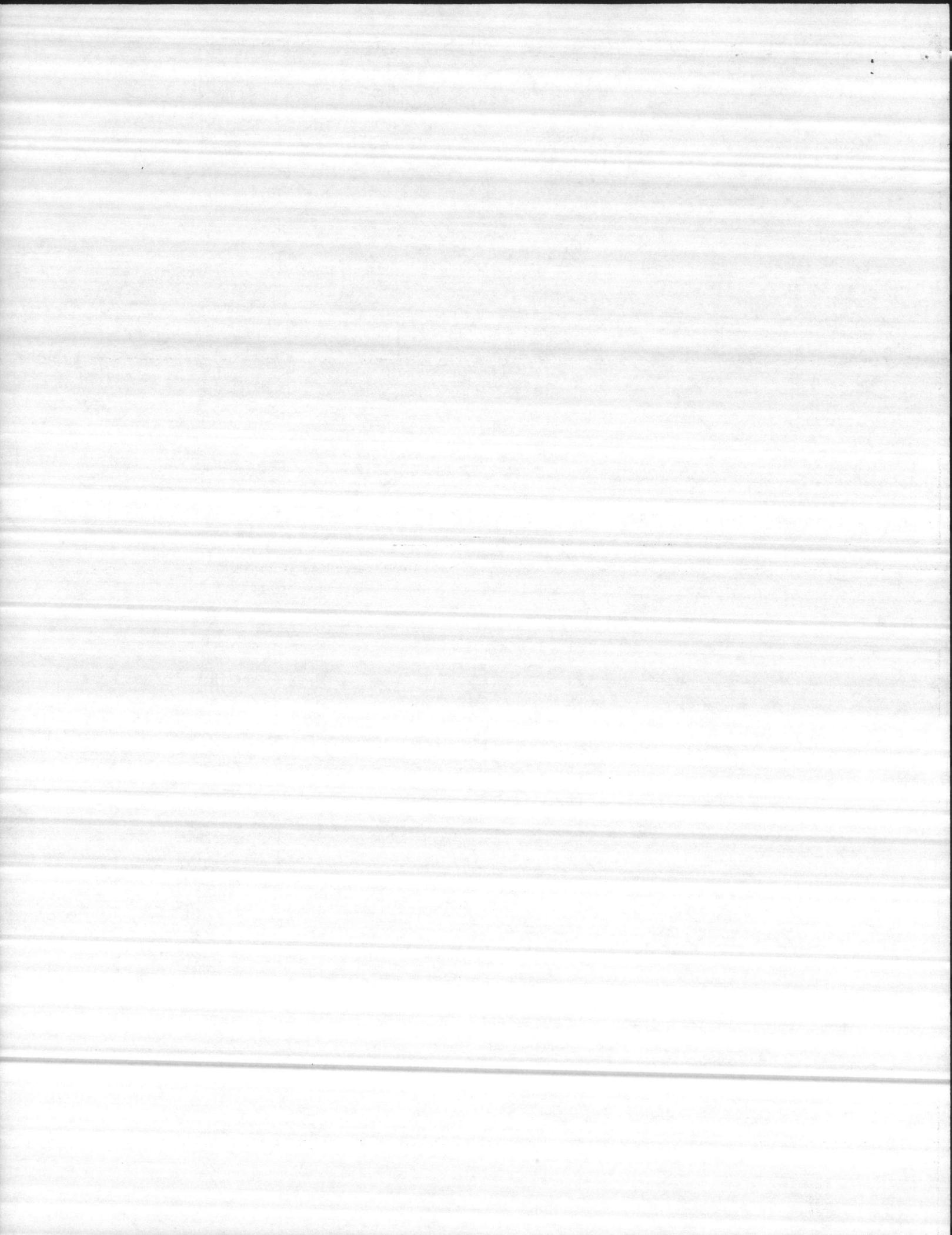
ST-20

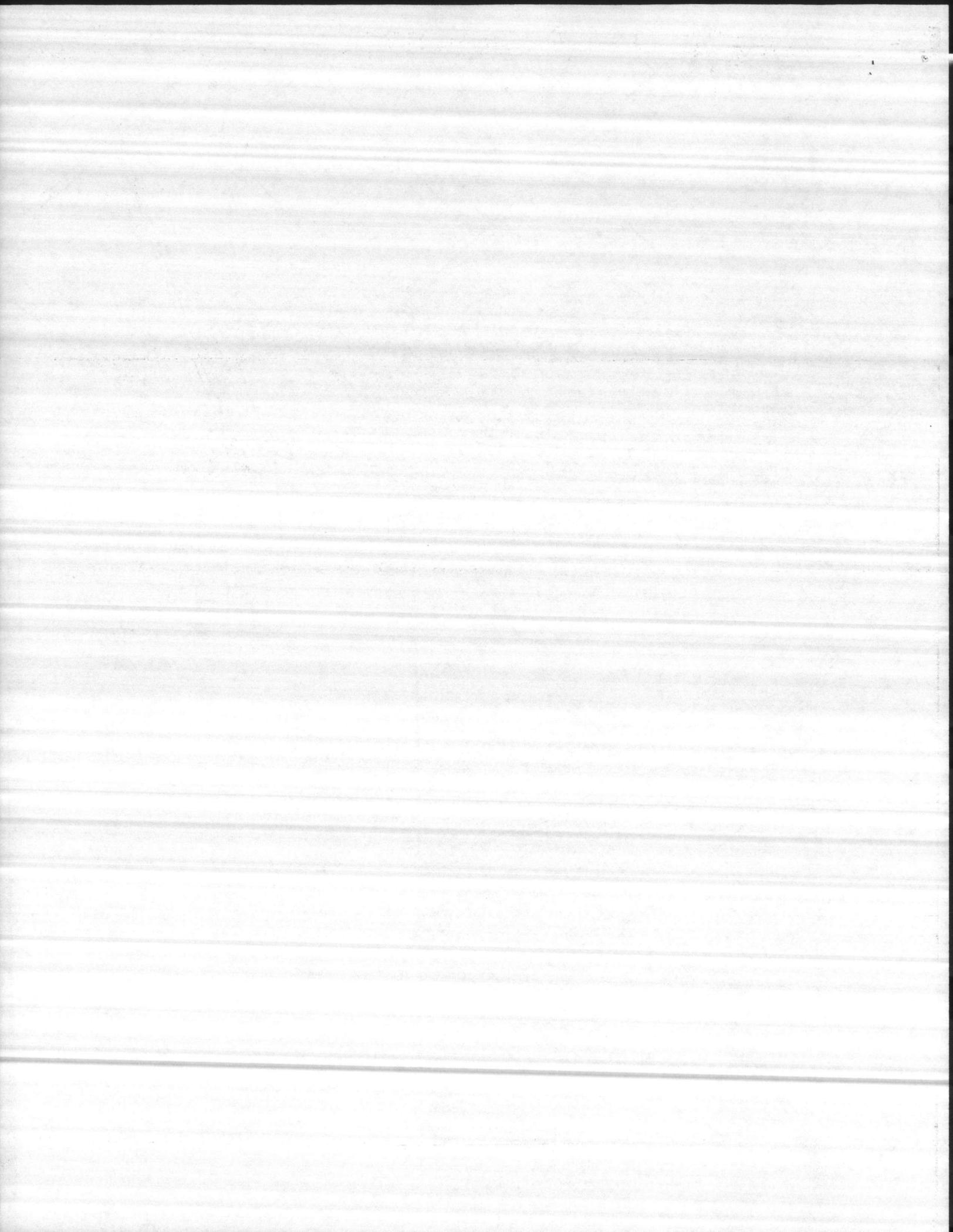
ST-21

ST-22

ST-23

ST-24



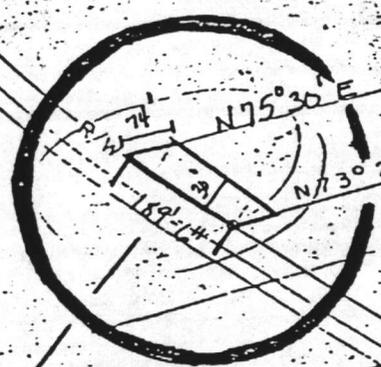


JACKSONVILLE

S 76° 20' E 997'

N 1° 36' W 1025'

APPROX. 83 A



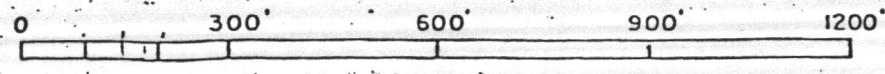
U. S. GOVERNMENT OF
CAMP LEJEUNE - CHERRY F

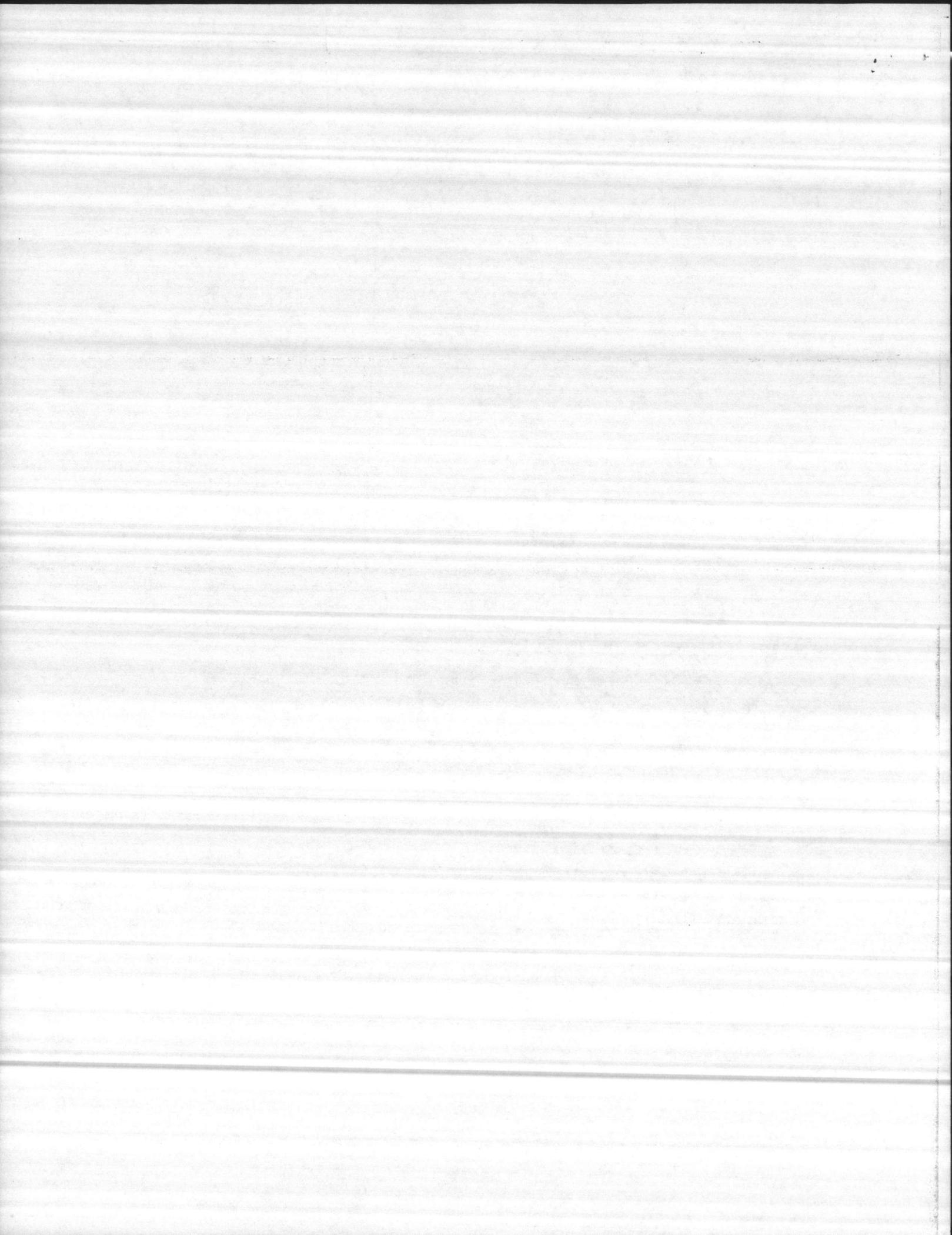
AREA OF GOVT LAND
USED BY VIKING
ENTERPRISES AT
"HUNTERS CREEK"

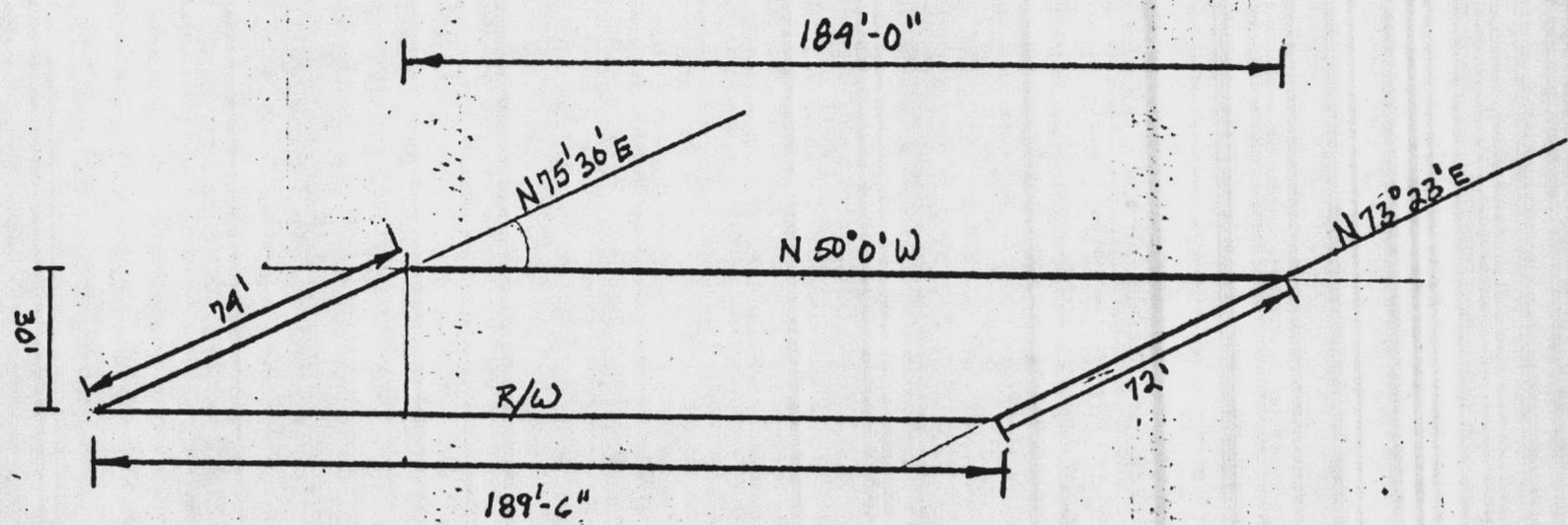
L = 1555' +
R = 5,679.58'
N.C. HWY. 24

S 56° 50' W

GRAPHIC SCALE









Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

| | |
|--|---|
| NAME AND ADDRESS OF AGENCY SEASHORE INS. & ASSOC. 824 GUM BRANCH ROAD SUITE W JACKSONVILLE, N. C. 28540 (919)455-7576 | COMPANIES AFFORDING COVERAGES COMPANY LETTER A ASSURANCE COMPANY COMPANY LETTER B ASSURANCE COMPANY HB COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E |
| NAME AND ADDRESS OF INSURED VIKING ENTERPRISES P.O. BOX 1066 JACKSONVILLE, N.C. 28540 | |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | | |
|----------------|---|----------------------------|------------------------|--|-----------------|-------------------------|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY | BINDER 210SMP | 02/10/88 | BODILY INJURY | \$ | \$ |
| | | | | PROPERTY DAMAGE | \$ | \$ |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 500, | \$ 500, |
| | | | | PERSONAL INJURY | | \$ 500, |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED | BINDER 210CAU | 02/10/88 | BODILY INJURY (EACH PERSON) | \$ | |
| | | | | BODILY INJURY (EACH ACCIDENT) | \$ | |
| | | | | PROPERTY DAMAGE | \$ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 500, | |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | BINDER 210XLS | 02/10/88 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ 5,000 | \$ 5,000 |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | BINDER 210WCO | 02/10/88 | STATUTORY | | \$ 100, (EACH ACCIDENT) |
| B | OTHER BLDRS.RISK NC BLDRS.RISK SC | CM 24007600 CM 17077876 | 05/08/87 05/08/87 | ALL RISK | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 RE: LICENSE NUMBER LIC-0-35

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

| |
|---|
| NAME AND ADDRESS OF CERTIFICATE HOLDER: UNITED STATES MARINE CORPS MARINE CORPS BASE CAMP LEJEUNE, NC 28542 |
|---|

DATE ISSUED: 03/18/87
 J. G. ROCK
 AUTHORIZED REPRESENTATIVE

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

NAVFAC 11011/29 (6-75) (Supersedes Nav/Docks 2260)

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

LIC-0-35

1. NAVAL ACTIVITY (Property location)
Camp Lejeune
North Carolina 28542

2. DATES COVERED (Inclusive)
FROM 1 February 1986 TO 31 January 1987

3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)
Approximately 13,986 sq.ft. of land at Midway Park, NC (Government property) paralleling Highway 24 as shown by Exhibits "A" through "D".

4. PURPOSE OF LICENSE To provide landscaping site at Hunters Creek Subdivision entrance which helps beautify Onslow County and Government property along NC Highway 24, benefiting all people concerned, civilians and military included.

5. LICENSOR
UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address)
Commanding General, Marine Corps Base
Camp Lejeune, North Carolina 28542

6. LICENSEE (Name and address)
Viking Enterprises, Inc.
P.O. Box 1066
Jacksonville, NC 28540

6a. LOCAL REPRESENTATIVE (Name and address)
Garland Tuton, President
Viking Enterprises, Inc., P.O. Box 1066
Jacksonville, NC 28540

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "None" under item 7a "Amount")

| a. AMOUNT (Each payment) | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (Title and address of local representative of the Government) |
|--------------------------|---------------------------|-------------------|---|
| None | | | |

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
(If no cash payment is required, enter "None" under item 8a "Amount")

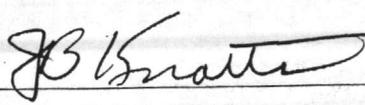
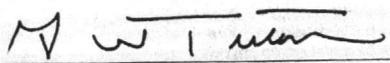
| a. AMOUNT (Each deposit) | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (Mailing address) |
|--------------------------|---------------------------|-------------------|-------------------------|
| None | | | |

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE
(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

| TYPE | MINIMUM AMOUNT | TYPE | MINIMUM AMOUNT |
|--------------------------------|----------------|---|----------------|
| a. FIRE AND EXTENDED COVERAGE | \$ None - | c. THIRD PARTY PERSONAL INJURY PER PERSON | \$ 50,000 |
| b. THIRD PARTY PROPERTY DAMAGE | \$10,000 | d. THIRD PARTY PERSONAL INJURY PER ACCIDENT | \$ 100,000 |

10. GENERAL PROVISIONS (See Reverse Side)
Part of General Provision 10.f has been deleted from this license prior to its execution.

II. EXECUTION OF LICENSE

| FOR | BY | | DATE |
|------------------------|--|--|-------------|
| | NAME AND TITLE (Typed) | SIGNATURE | |
| DEPARTMENT OF THE NAVY | J. B. KNOTTS, BGen, USMC Commanding General |  | 25 FEB 1986 |
| LICENSEE | GARLAND TUTON President Viking Enterprises, Inc. |  | 11 MAR 86 |

If Licensee is a Corporation, Certification of signature is attached

10. GENERAL PROVISIONS

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. ~~At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.~~

g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or

damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage, shall contain an endorsement reading substantially as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

CERTIFICATION OF SIGNATURE

I, FRANK W. ERWIN, do hereby certify
(Secretary or other authorized official)

that VIKING ENTERPRISES, INC. is a
(name of licensee)

North Carolina corporation ; that
(corporation or unincorporated association)

Garland W. Tuton, who executed the
(person executing license)

foregoing license on behalf of licensee was then _____
(president)

President ; that licensee has
or other authorized official)

authority to assume the contractual obligations and liabilities

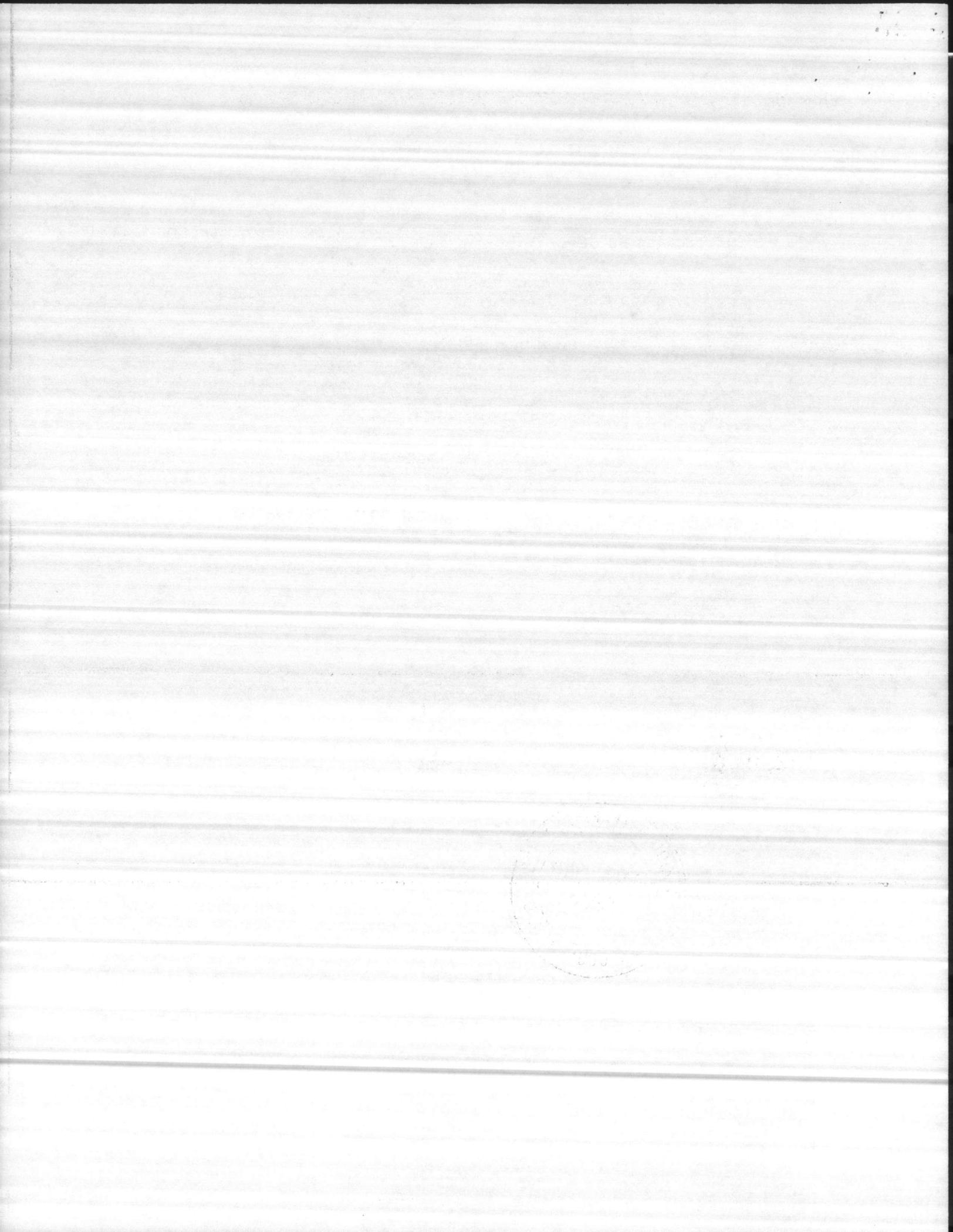
as set forth in said license and that the person executing the

license was duly authorized to do so.

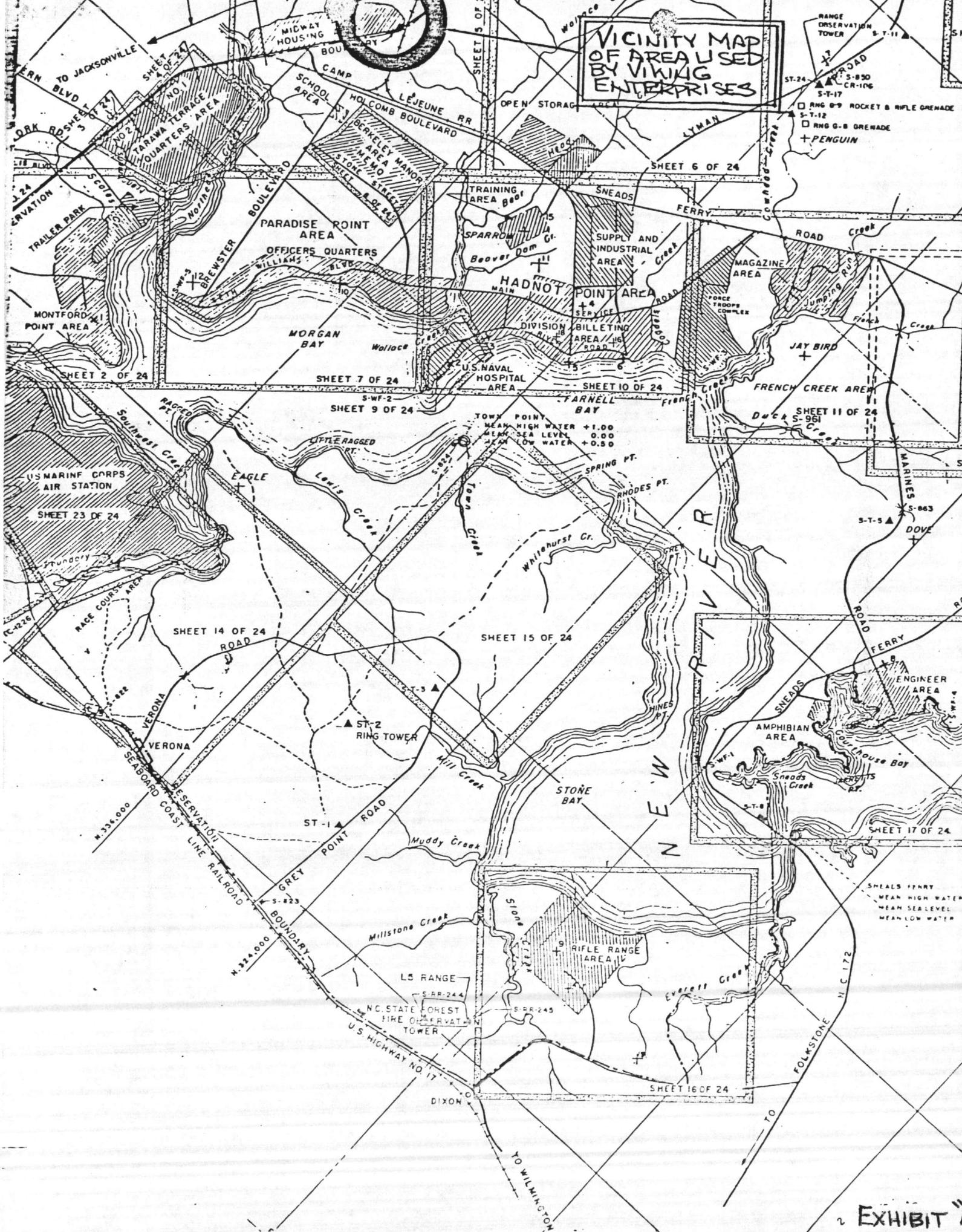
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(Date)

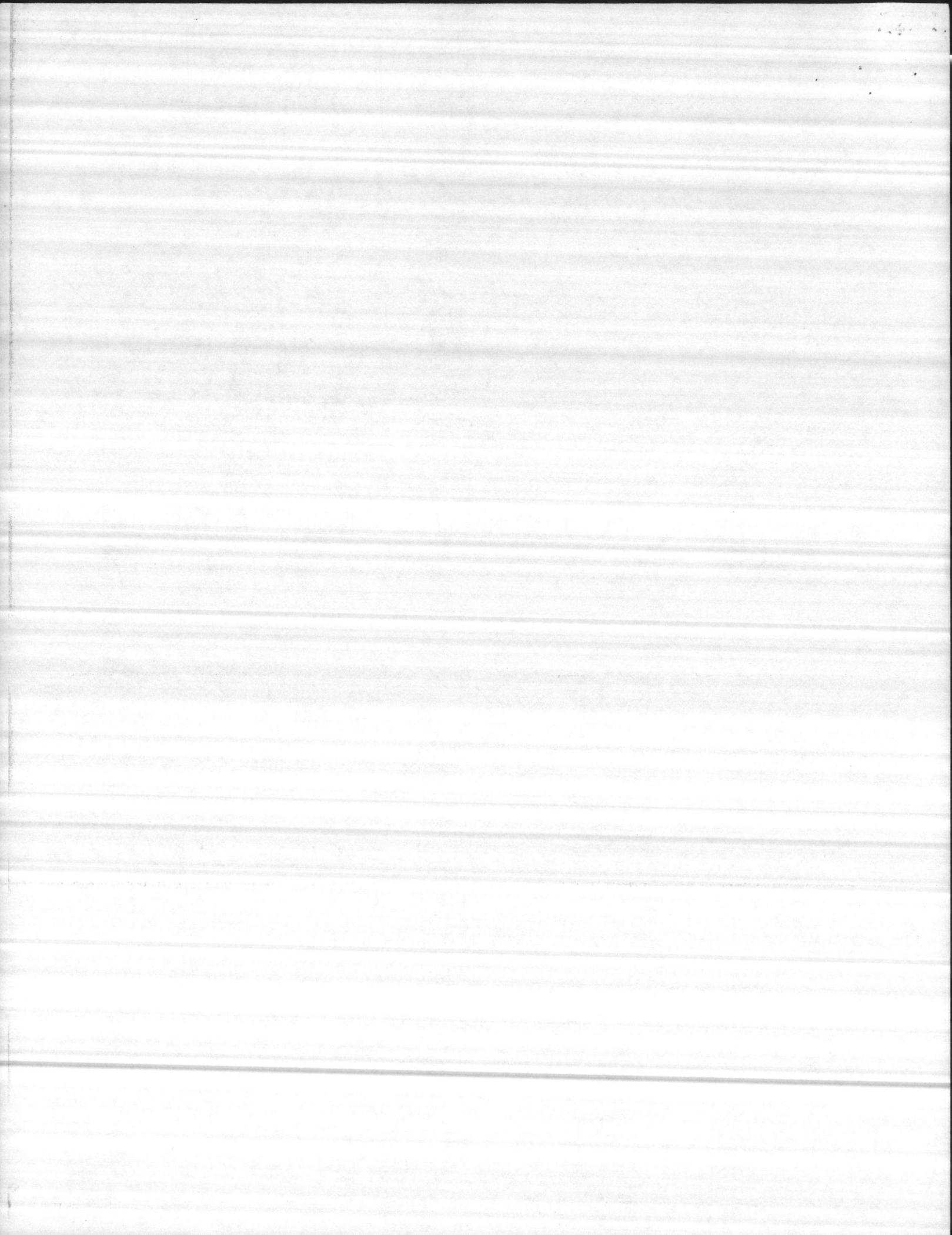
[Signature]
(Secretary or other official)
FRANK W. ERWIN

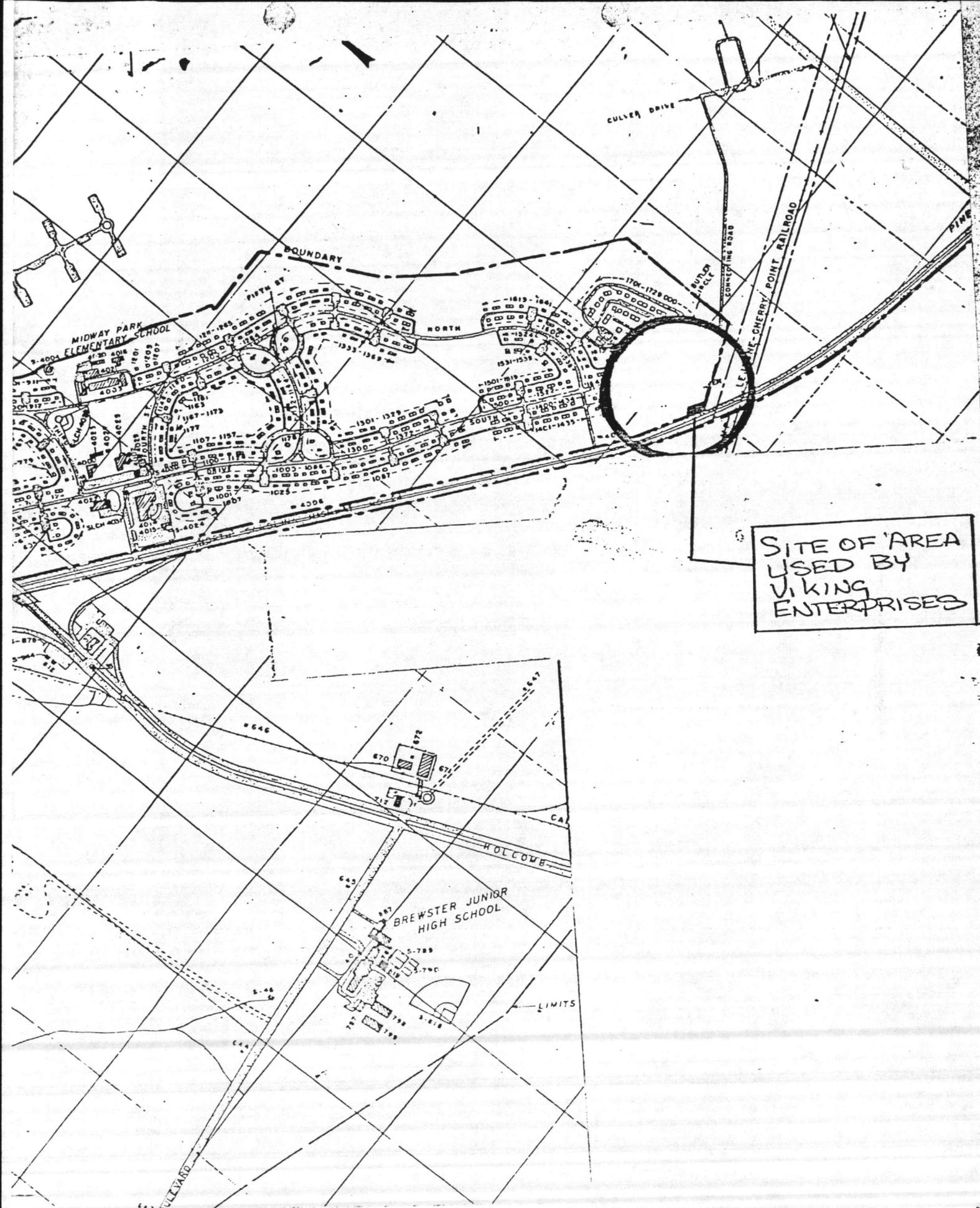




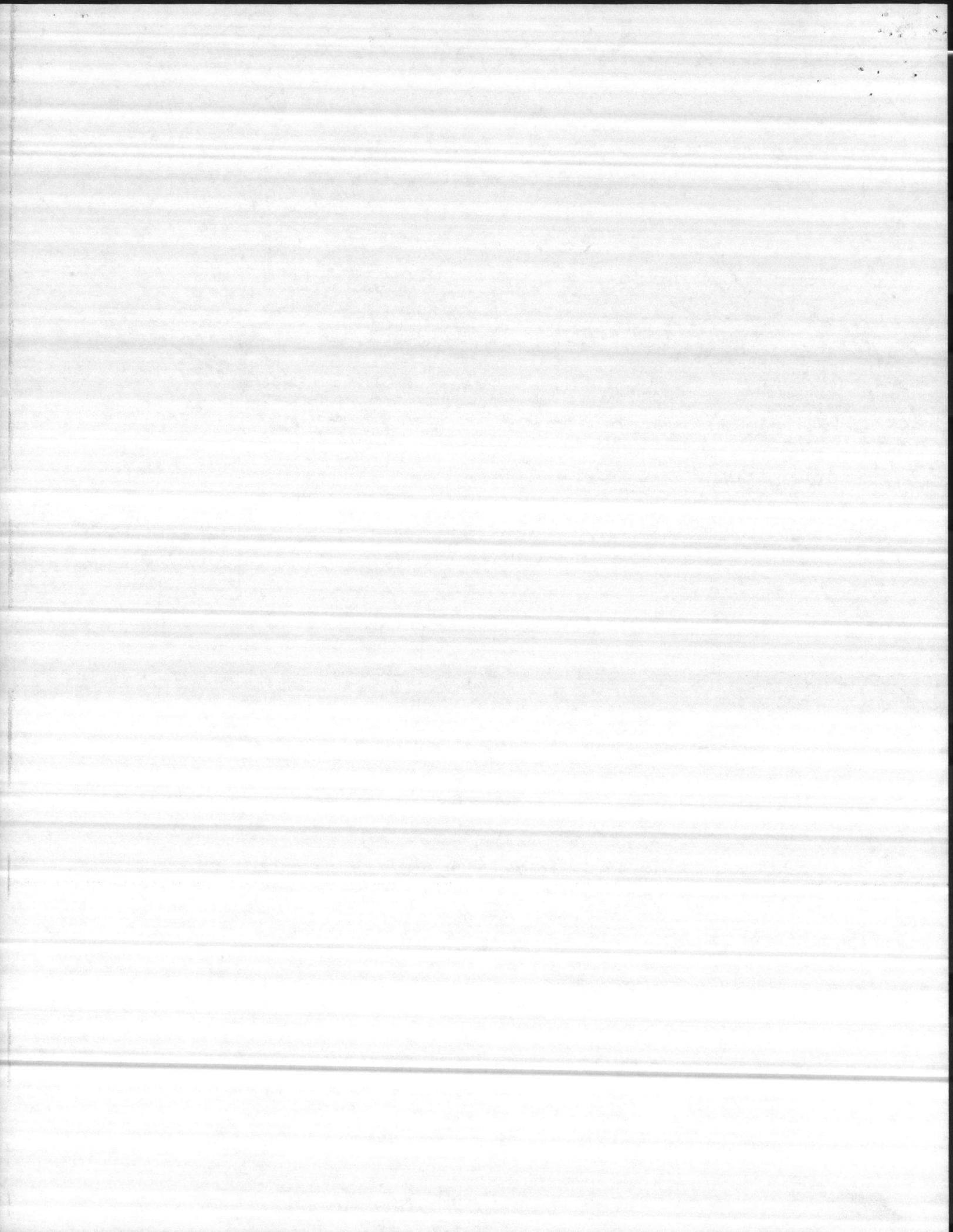
VICINITY MAP OF AREA USED BY VIKING ENTERPRISES

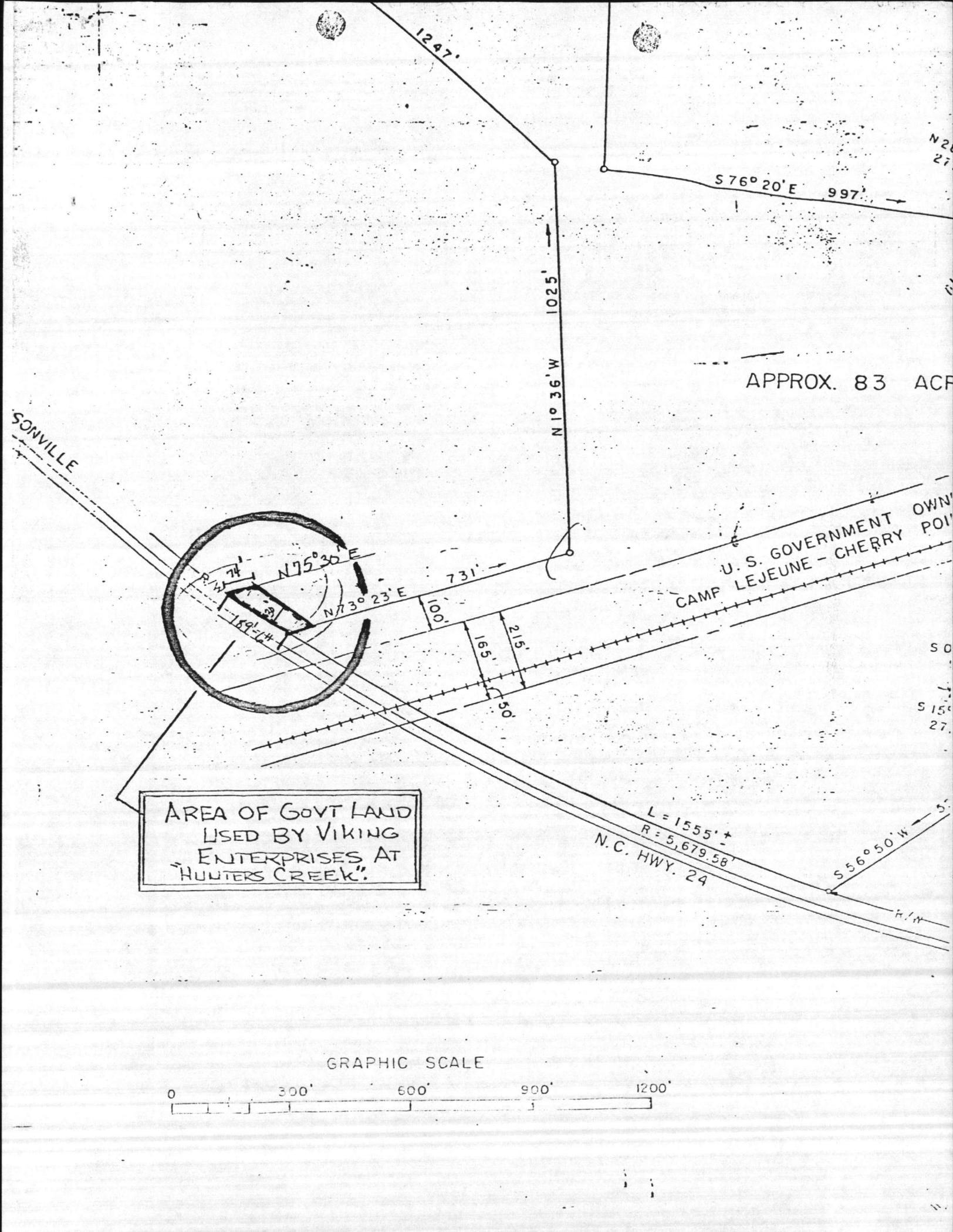


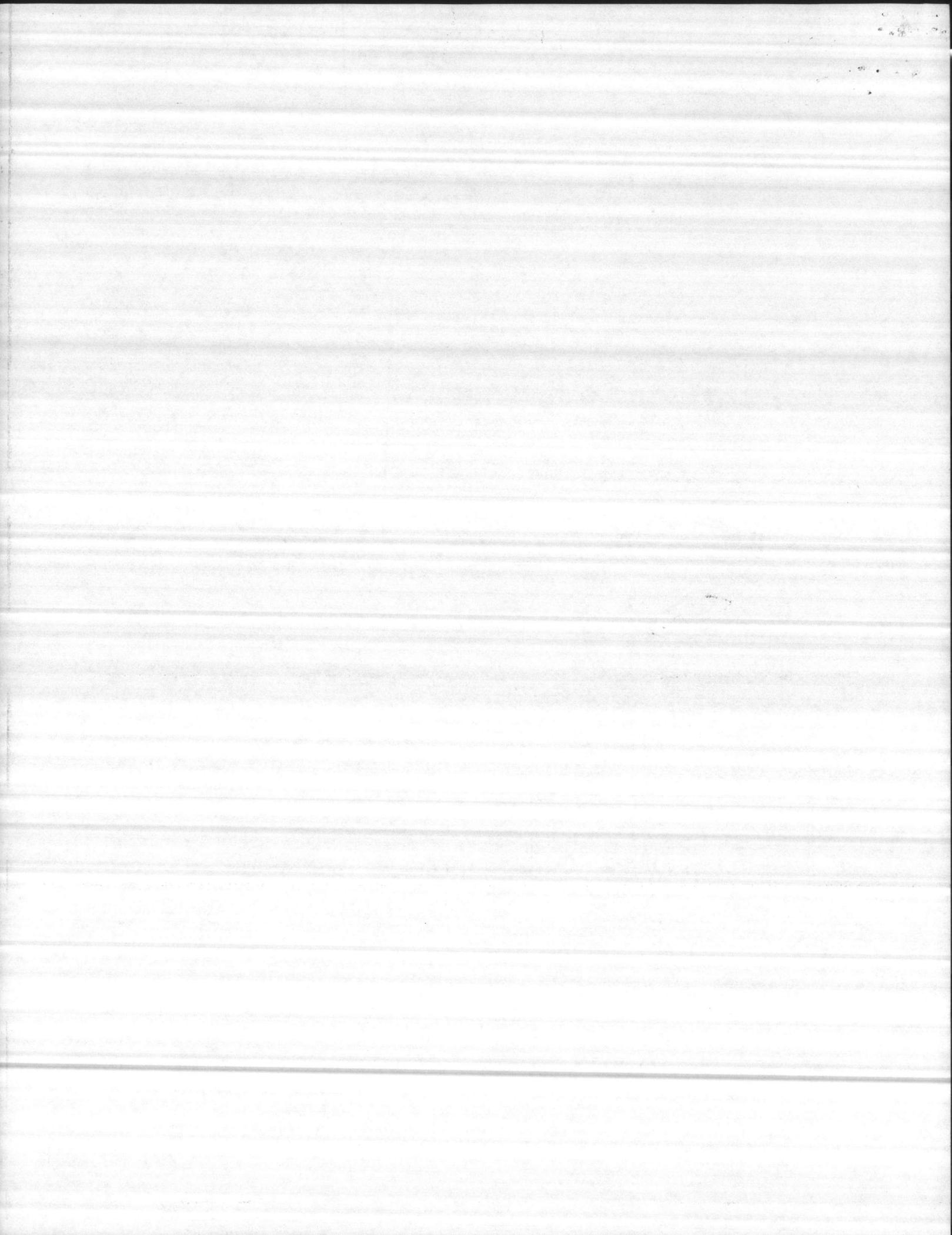


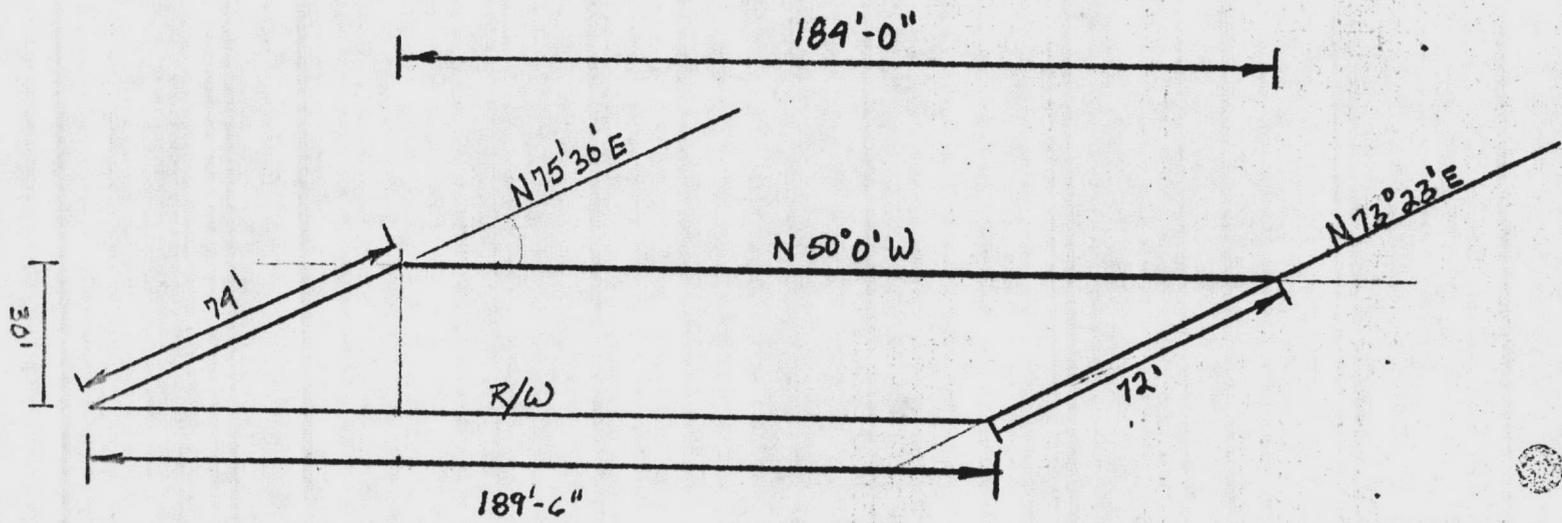


SITE OF AREA
USED BY
VIKING
ENTERPRISES











Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

| | |
|--|---|
| NAME AND ADDRESS OF AGENCY SEASHORE INS. & ASSOC. 824 GUM BRANCH ROAD SUITE W JACKSONVILLE, N. C. 28540 (919)455-7576 | COMPANIES AFFORDING COVERAGES COMPANY LETTER A ASSURANCE COMPANY COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E |
| NAME AND ADDRESS OF INSURED VIKING ENTERPRISES P.O. BOX 1066 JACKSONVILLE, N.C. 28540 | |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

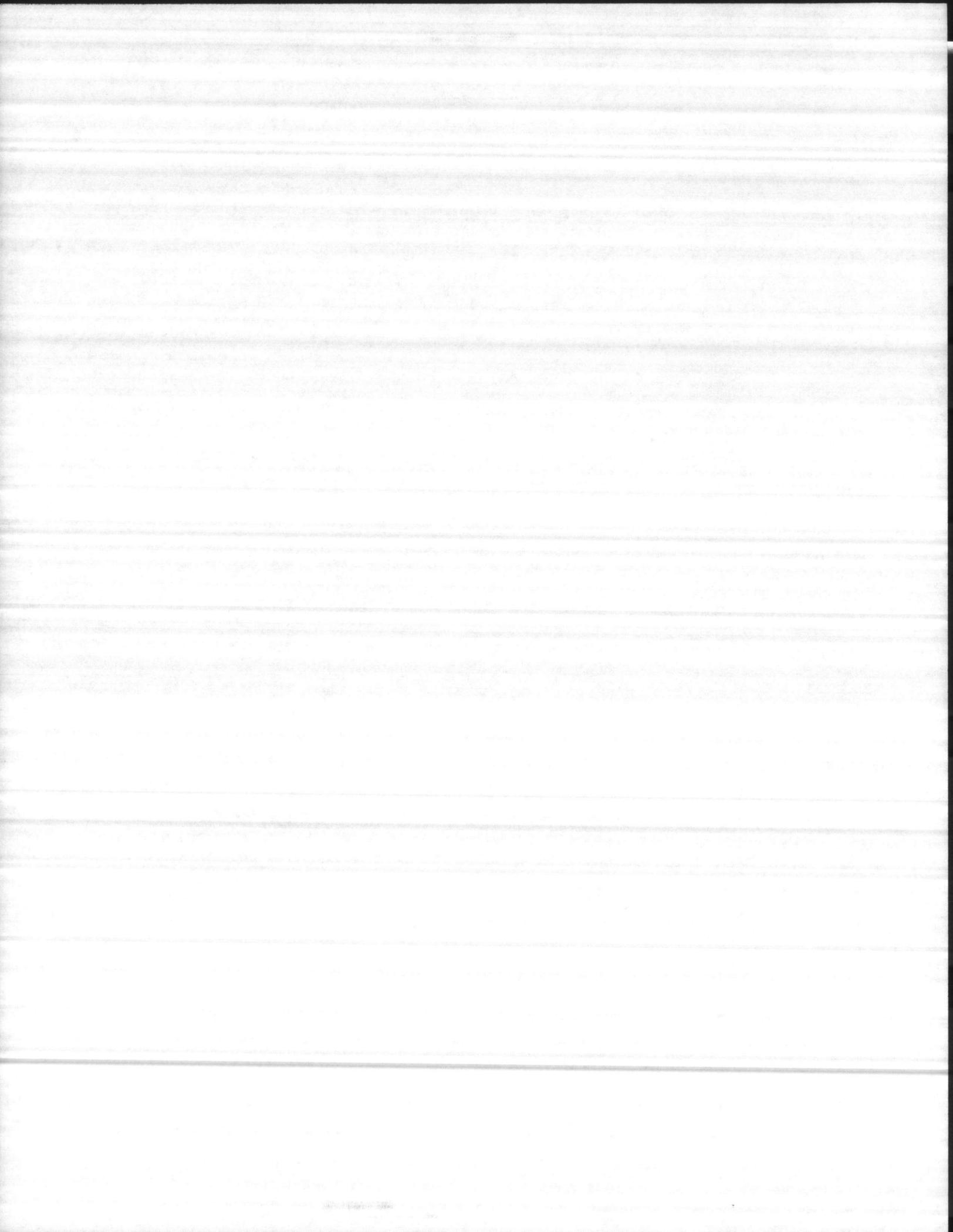
| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | | |
|----------------|---|----------------------|------------------------|--|-----------------|-----------------|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY | BINDER 021086 | 021087 | BODILY INJURY | \$ | \$ |
| | PROPERTY DAMAGE | | | \$ | \$ | |
| | BODILY INJURY AND PROPERTY DAMAGE COMBINED | | | \$ 500, | \$ 500, | |
| | PERSONAL INJURY | | | | \$ 500, | |
| | BODILY INJURY (EACH PERSON) | | | \$ | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED | | | BODILY INJURY (EACH ACCIDENT) | \$ | |
| | | | | PROPERTY DAMAGE | \$ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | \$ | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | STATUTORY | | |
| | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | | | | \$ | (EACH ACCIDENT) |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
RE: LICENSE NUMBER LIC-0-35

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

| |
|---|
| NAME AND ADDRESS OF CERTIFICATE HOLDER: U. S. MARINE CORP. MARINE CORP. BASE CAMP LEJEUNE, NC <div style="text-align: right; margin-top: 10px;">28542</div> |
|---|

DATE ISSUED: **03/12/86**
J. G. Rock
J. G. ROCK **DM**
 AUTHORIZED REPRESENTATIVE



LICENSE FOR NONFEDERAL USE OF REAL PROPERTY
 NAVFAC 11011/29 (6-75) (Supersedes NavDocks 2260)

LICENSE NUMBER

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

LIC-0-35

| | |
|---|---|
| 1. NAVAL ACTIVITY (Property location) Camp Lejeune North Carolina 28542 | 2. DATES COVERED (Inclusive) FROM 1 February 1985 to 31 January 1986 |
|---|---|

3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)
 Approximately 13,986 sq.ft. of land at Midway Park, NC (Government property) paralleling Highway 24 as shown by Exhibits "A" through "D".

4. PURPOSE OF LICENSE To provide landscaping site at Hunters Creek Subdivision entrance which helps beautify Onslow County and government property along NC Highway 24, benefiting all people concerned, civilians and military included.

| | |
|---|---|
| 5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY | 5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address) Commanding General, Marine Corps Base Camp Lejeune, North Carolina 28542 |
|---|---|

| | |
|---|--|
| 6. LICENSEE (Name and address) Viking Enterprises, Inc. P.O. Box 1066 Jacksonville, NC 28540 | 6a. LOCAL REPRESENTATIVE (Name and address) Garland Tuton, President Viking Enterprises, Inc., P.O. Box 1066 Jacksonville, NC 28540 |
|---|--|

7. CASH PAYMENT BY LICENSEE (Payable in advance)
 (If no cash payment is required, enter "None" under item 7a "Amount")

| | | | |
|----------------------------------|---------------------------|-------------------|---|
| a. AMOUNT (Each payment) None | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (Title and address of local representative of the Government) |
|----------------------------------|---------------------------|-------------------|---|

8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)
 (If no cash payment is required, enter "None" under item 8a "Amount")

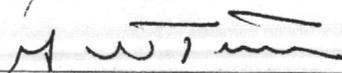
| | | | |
|----------------------------------|---------------------------|-------------------|-------------------------|
| a. AMOUNT (Each deposit) None | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (Mailing address) |
|----------------------------------|---------------------------|-------------------|-------------------------|

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE
 (If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)

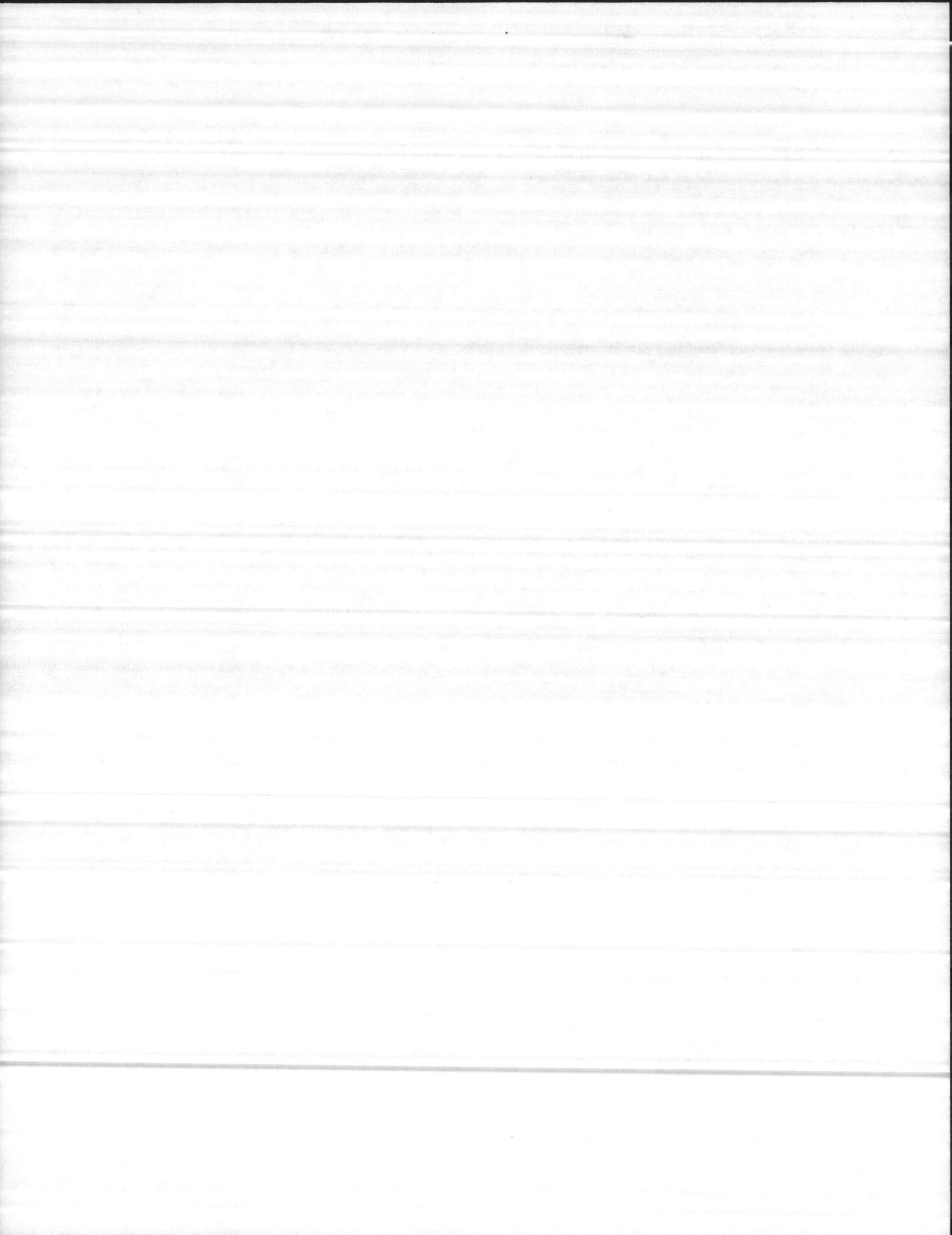
| TYPE | MINIMUM AMOUNT | TYPE | MINIMUM AMOUNT |
|--------------------------------|----------------|---|----------------|
| a. FIRE AND EXTENDED COVERAGE | \$None | c. THIRD PARTY PERSONAL INJURY PER PERSON | \$ 50,000 |
| b. THIRD PARTY PROPERTY DAMAGE | \$10,000 | d. THIRD PARTY PERSONAL INJURY PER ACCIDENT | \$ 100,000 |

10. GENERAL PROVISIONS (See Reverse Side)
 Part of General Provision 10.f has been deleted from this license prior to its execution.

II. EXECUTION OF LICENSE

| FOR | BY | | DATE |
|------------------------|--|--|---------|
| | NAME AND TITLE (Typed) | SIGNATURE | |
| DEPARTMENT OF THE NAVY | L. H. BUEHL, BGen, USMC Commanding General |  | 1-18-85 |
| LICENSEE | GARLAND TUTON President Viking Enterprises, Inc. | X  | 1-30-85 |

If Licensee is a Corporation, Certification of signature is attached



CERTIFICATION OF SIGNATURE

I, Frank W. Erwin, do hereby certify
(Secretary or other authorized official)

that Viking Enterprises, Inc is a
(name of licensee)

Corporation ; that
(corporation or unincorporated association)

Garland W. Tuton, who executed the
(person executing license)

foregoing license on behalf of licensee was then President
(president)

; that licensee has
or other authorized official)

authority to assume the contractual obligations and liabilities

as set forth in said license and that the person executing the

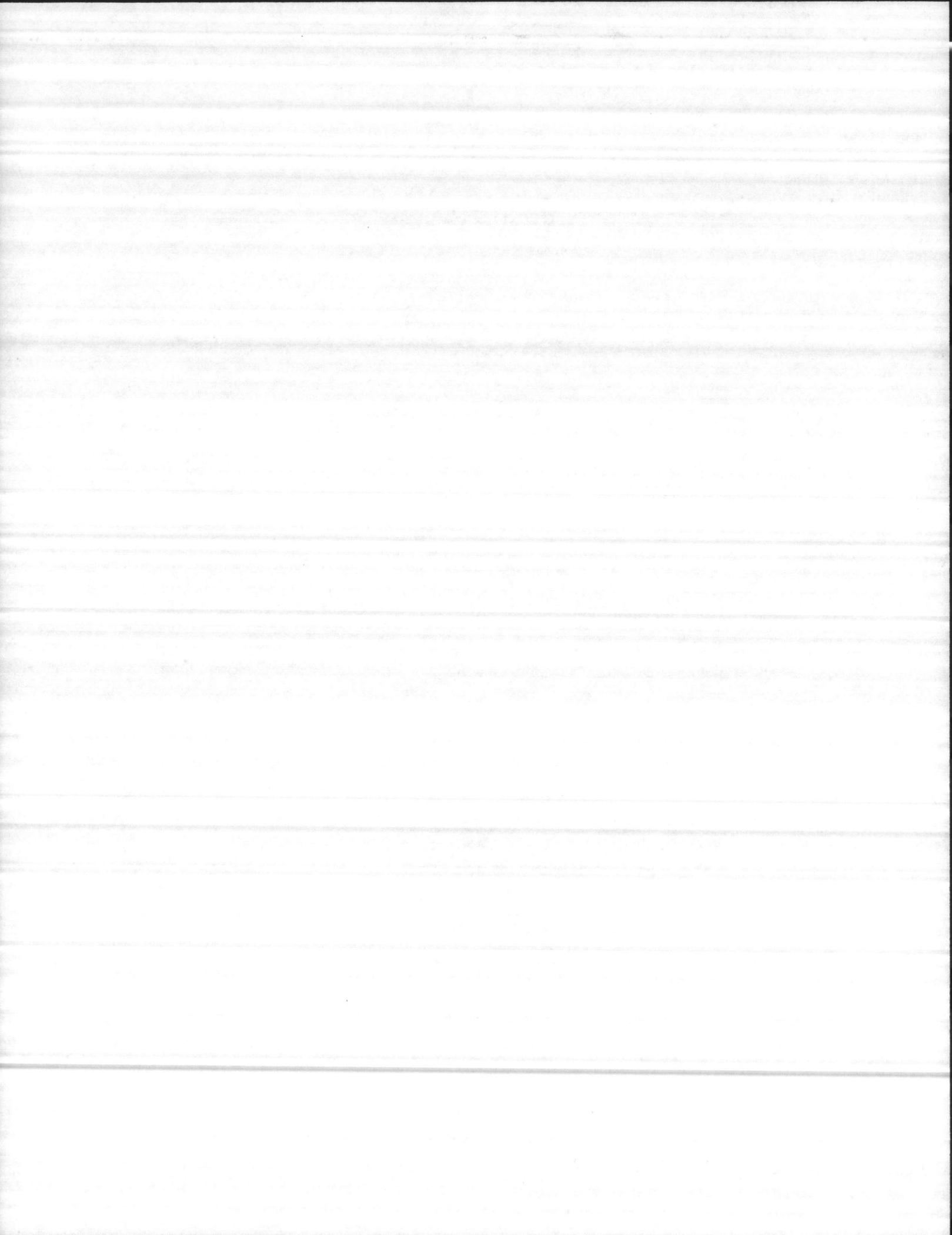
license was duly authorized to do so.

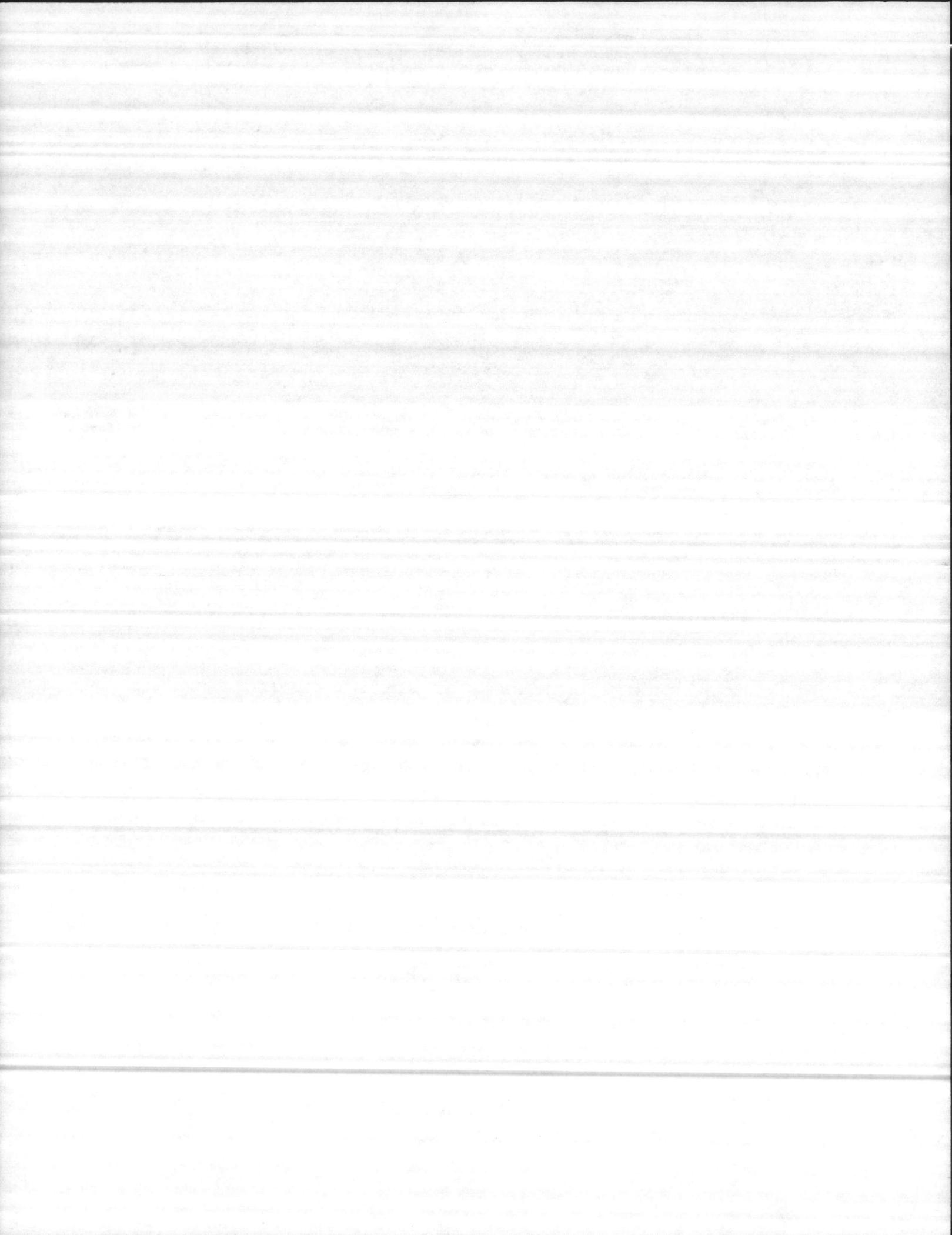
1-30-85

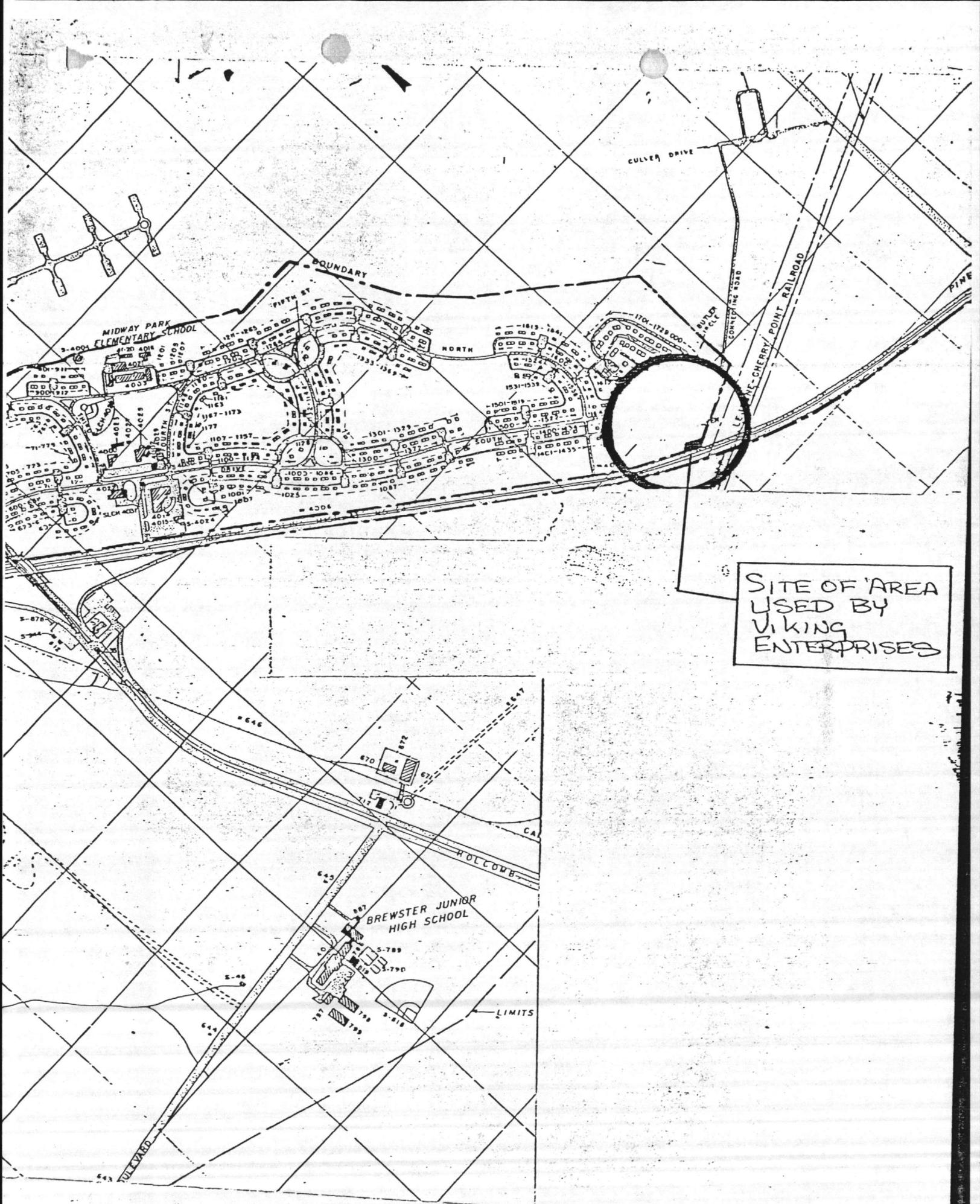
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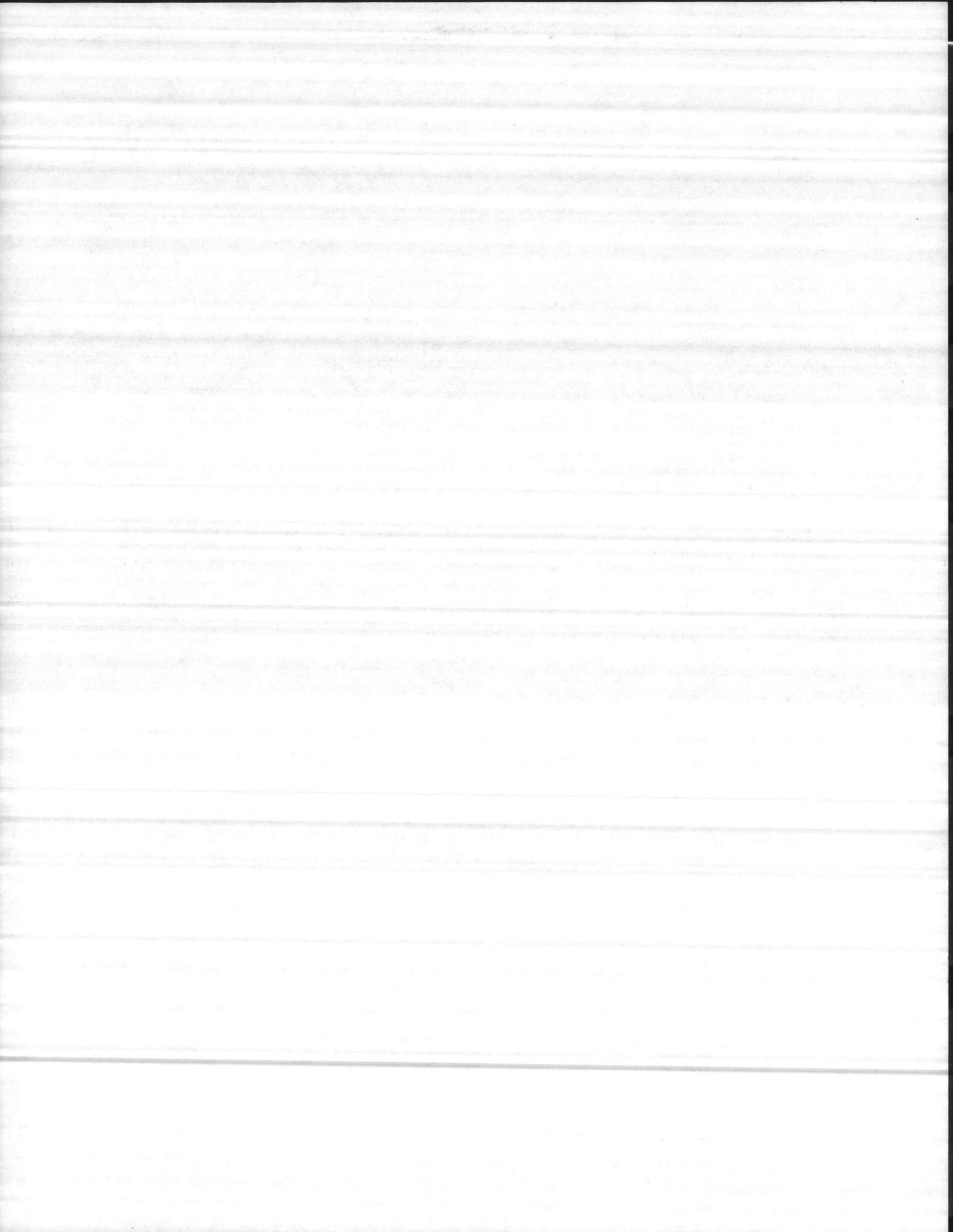
[Signature]
(Secretary or other official)

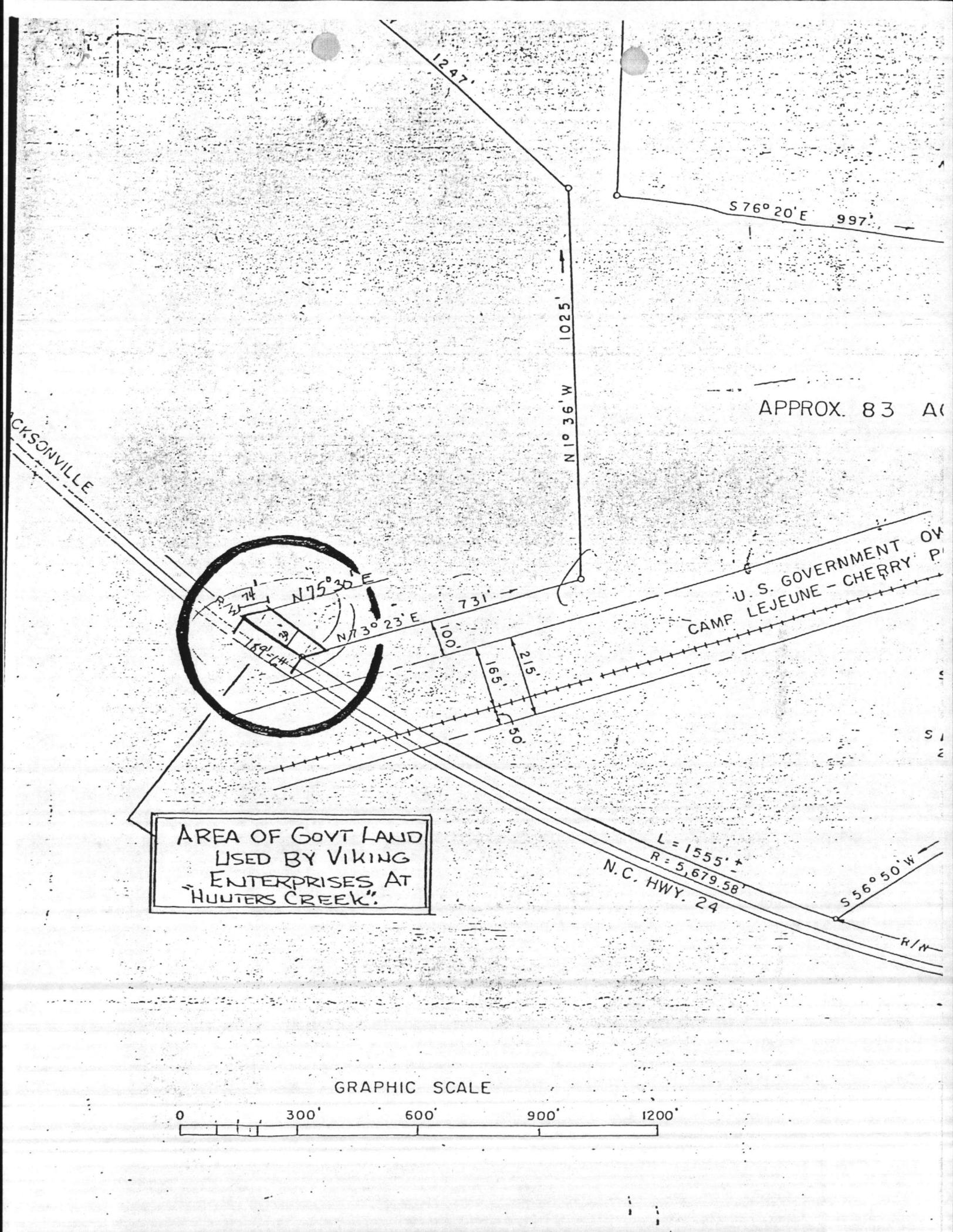






SITE OF AREA
USED BY
VIKING
ENTERPRISES





APPROX. 83 AC

AREA OF GOVT LAND
 USED BY VIKING
 ENTERPRISES AT
 "HUNTERS CREEK".

GRAPHIC SCALE

