

NOTICE AND AGENDA OF PAC SPECIAL MEETING

February 1, 2019 at 11:00 AM

I, Michael Giardino, Executive Director of the Peninsula Airport Commission in accordance with SECTION 2 of the ACTS OF ASSEMBLY OF THE PENINSULA AIRPORT COMMISSION hereby call a Special Meeting of the Peninsula Airport Commission (“PAC”) on Friday, February 1, 2019 at 11:00 A.M. in the Newport News/Williamsburg International Airport Commission Room to do the following: (i) to consider and approve a settlement agreement with New Dominion Clubs, Inc. regarding the existing litigation and all other possible claims between the parties; and, further, (ii) to entertain, discuss and vote on resolutions based on the foregoing designated business.

I will also entertain a motion, following open session, only if needed or desired, to hold such closed meeting(s) under Va. Code section 2.2-3711.A for the following purposes:

Subsections A.7 & A.8. - Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Specifically, to discuss legal issues relating to the New Dominion Clubs, Inc. litigation, and the foregoing designated business.

Given this 31st day of January, 2019.

/s/ Michael Giardino, Executive Director

PENINSULA AIRPORT COMMISSION
MINUTES

February 1, 2019

PRESIDED: Sharon Scott

A special meeting of The Peninsula Airport Commission was held on Friday, February, 2019 at 11:00 a.m. in the Commission Room at the Newport News/Williamsburg International Airport.

Commissioners present were:

Rob Coleman, Sharon Scott, George Wallace, Jay Joseph and Tom Herbert

Legal Counsel

James S. McNider, III, Esq.
Phillip Hatchett, Esq.

Administrative Assistant

Ms. Patricia F. Speno

Public in Attendance

Viveca Munger-Legal Assistant
Peter Dujardin – Daily Press

Director of Air Service, Marketing and P.R.

Ms. Jessica Wharton

The meeting was called to order at 11:00 am.

SETTLEMENT AGREEMENT WITH NEW DOMINION CLUBS

WHEREAS, the PAC has been in protracted litigation to quantify the mandate of the Newport News Circuit Court to reimburse New Dominion Clubs, Inc. for its capital investments, after applying the correct depreciation;

WHEREAS, costly trial preparation for this month's trial continues at the expense of

The PAC absent a fair and immediate settlement;

WHEREAS, the parties have now agreed on a settlement amount and terms, including global mutual releases, and the Court system needs to be notified promptly of this outcome to conserve judicial resources;

WHEREAS, notice reasonable under the circumstances has led to the today's special meeting under these exigent situation, and the PAC wishes to ratify and approve the General Release and Settlement Agreement presented today, and to authorize the PAC's commissioners and other representatives to fulfill the Agreement's terms and conditions.

RESOLVED that the PAC hereby ratifies and approves the General Release and Settlement Agreement presented today, and to authorize the PAC's commissioners and other representatives to fulfill the Agreement's terms and conditions, and to immediately report to the Hampton Circuit Court that the imminent trial may be stricken from the Court's docket

Commissioner Coleman made the motion to ratify and approve the General Release and Settlement Agreement presented today and to authorize the PAC's Commissioners and other representatives to fulfill the Agreement's terms and Conditions. Commissioner Tom Herbert seconded the motion.

Voting yes were:

Rob Coleman, Jay Joseph, Sharon Scott, George Wallace and Tom Herbert

ADJOURNED

There being no further business, the meeting was adjourned at 11:02 a.m.

WHEREAS, the PAC has been in protracted litigation to quantify the mandate of the Newport News Circuit Court to reimburse New Dominion Clubs, Inc. for its capital investments, after applying the correct depreciation;

WHEREAS, costly trial preparation for this month's trial continues at the expense of the PAC absent a fair and immediate settlement;

WHEREAS, the parties have now agreed on a settlement amount and terms, including global mutual releases, and the Court system needs to be notified promptly of this outcome to conserve judicial resources;

WHEREAS, notice reasonable under the circumstances has led to the today's special meeting under these exigent situation, and the PAC wishes to ratify and approve the General Release and Settlement Agreement presented today, and to authorize the PAC's commissioners and other representatives to fulfill the Agreement's terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the PAC hereby ratifies and approves the General Release and Settlement Agreement presented today, and to authorize the PAC's commissioners and other representatives to fulfill the Agreement's terms and conditions, and to immediately report to the Hampton Circuit Court that the imminent trial may be stricken from the Court's docket.

GENERAL RELEASE AND SETTLEMENT AGREEMENT

The **PENINSULA AIRPORT COMMISSION** (“the PAC”, and also a Party), party of the first part, and **NEW DOMINION CLUBS, INC.**, a Virginia corporation (“NDC”), and **THOMAS G. McDERMOTT** as an individual (“McDermott”) (both NDC and McDermott, individually and collectively, as well as jointly and severally, also being a “Party”), party of the second part, with the parties of the first and second part being referred to herein collectively as the “Parties”) hereby enter into this General Release and Settlement Agreement dated as of January 31, 2019 (“Agreement”) as a full and final compromise and settlement of all claims, known or unknown, between and/or among the Parties, including but not limited to those relating to or arising under the July 1, 2010 lease and improvement of airport property.

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

1. GENERAL MUTUAL RELEASES

Each Party, on behalf of itself and its past and present agents, representatives, administrators, executors, heirs, devisees, predecessors, and successors (individually a “Releasing Party”), hereby release and forever discharge the other Party and each of their respective past and present employees, stockholders, officers, directors, commissioners, partners, agents, brokers, contractors, servants, affiliates, subsidiaries, parents, departments, divisions, insurers, attorneys, predecessors and successors (collectively, the “Released Parties”), and each of them, jointly and severally, from any and all claims or counterclaims, causes of action, remedies, damages (including but not limited to for attorney’s fees or costs), liabilities, debts, suits, demands, actions, costs, expenses, fees, controversies, set-offs, third party actions, or proceedings of whatever kind or nature, whether at law, equity, administrative, arbitration, or otherwise, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, which the Releasing Party may now have or have ever had against any and each of the Released Parties, without exception or limitation.

2. CONSIDERATION

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, sufficiency, and receipt of which is hereby acknowledged, PAC

general release and obligations contained herein; and that they enter into this Agreement voluntarily.

7. CHOICE OF LAW AND WAIVER

This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the laws of the Commonwealth of Virginia to the rights and duties of the Parties.

Any failure to enforce any terms or conditions of this Agreement by any of the Parties shall not constitute a waiver of any right to assert any of the terms and conditions of this Agreement.

8. SUCCESSORS AND COUNTERPARTS

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, next of kin, executors, administrators, legal representatives, and successors. This Agreement may be executed in counterparts, and may be delivered electronically, and as so executed shall constitute one agreement.


9. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement reflects the entire agreement by and between the Parties, and no statement, promise, or inducement that is not contained herein shall be valid and binding. If any provision or portion of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, only that provision, or portion thereof, shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their signatures.

Date Executed: 1/31/19

PENINSULA AIRPORT COMMISSION

By: 

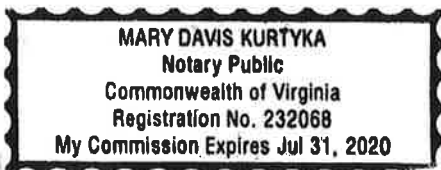
Date Executed: 1/31/19

NEW DOMINION CLUBS, INC., a Virginia corporation

By: [Signature]

Printed Name: Thomas G. McDermott

Title: President



COMMONWEALTH OF VIRGINIA
City
COUNTY OF Hampton

The foregoing instrument was acknowledged before me this 31ST day of January, 2019 by, Thomas G. McDermott, the President of **NEW DOMINION CLUBS, INC., a Virginia corporation**, on behalf of the corporation.

By Mary Davis Kurtyka

Notary Public in and for Virginia

My commission expires: July 31ST, 2020

My registration number is: 232068

Seal

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