

NORTH CAROLINA

LICENSE AGREEMENT

GUILFORD COUNTY

THIS LICENSE AGREEMENT (this "License") is made as of 2-28-24, by and between GUILFORD COUNTY, a body of politic organized under the laws of the state of North Carolina with an address of 301 West Market Street (the "Licensor"), and The Refuge, Inc., (the "Licensee") a North Carolina non-profit corporation. The Licensor and Licensee shall also be referred to herein each as a "Party", and collectively as the "Parties".

WHEREAS, Licensor owns certain real property located at 3012 E. Bessemer Avenue, Greensboro, NC defined as a parking lot (the "Parking Lot") and further described in Exhibit A; and

WHEREAS, Licensee owns certain real property, adjacent to the Parking Lot, at 3008 E. Bessemer Avenue, Greensboro NC and wishes to utilize the Parking Lot as additional parking for its congregants, staff, and guests; and

WHEREAS, Licensor is willing to grant Licensee permission to utilize the Parking Lot for additional parking subject to the terms of this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **License**. Subject to this agreement, Licensor authorizes and grants a non-transferable, non-exclusive, revocable license to the Licensee for the purposes of utilizing the Parking Lot for additional parking.
2. **Term**. The License shall be effective 2-28-24 (the "Effective Date") and terminate on June 30, 2028. Licensor reserves the right, in its sole discretion, to terminate the License by providing 30 days advance written notice to Licensee.
3. **Rent**. Licensee shall pay to Licensor an annual amount of \$1.00.
4. **No Services Provided**. The Parties understand and agree that this is a non-transferable, non-exclusive, revocable license. Licensor shall not be required, obligated, nor compelled to furnish any services or facilities or to make any repairs or alterations in or to Parking Lot to accommodate Licensee's use.

Licensee shall not make any changes, repairs, improvements, or alterations to the Parking Lot during the Term of this License.

5. **Use**. Licensee's sole use of the Parking Lot shall be for the parking of cars and vans used by its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees. The

Parking Lot shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Parking Lot. The License shall be terminated immediately if the Parking Lot is no longer used for the purposes set forth herein.

6. **Restrictions on Use.** Licensee accepts the Parking Lot in its “as-is” and “where-is” condition and acceptable for its use. Additionally, Licensee shall be responsible for its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees’ safety while accessing and utilizing the Parking Lot. Licensor shall have no obligation nor requirement to provide security to the Licensee, its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees’ during the Term of this License.

Licensee acknowledges and understands the right to park in the Parking Lot is based on availability of parking spaces and the Parking Lot being open for use. Licensor reserves the right to close a portion or all of the Parking Lot to accommodate its operations and needs at the site, in the Licensor’s sole discretion. This License shall not constitute exclusive use of the Parking Lot nor any interest in the Parking Lot. Should the Parking Lot be closed or inaccessible for any reason, at any time, Licensee understands and acknowledges that the Parking Lot may not be used.

Restrictions on the Licensee’s use shall include, but not be limited to:

- a. Parking Lot shall be used solely for parking of pedestrian vehicles. Licensee shall not use the Parking Lot to accommodate any other task, function, event, or service.
- b. Motorcycles, motorbikes, dirt bikes, 4-wheelers and other similar vehicles are strictly prohibited.
- c. Any vehicle requiring a Class A or Class B license is strictly prohibited.
- d. Parking utilization shall only be allowed and only occur for Licensee sponsored and hosted events.
- e. Signage for the Licensee’s benefit is prohibited.
- f. Licensee shall not charge rent and/or levy any fee to its congregants, staff, agents, employees, consultants, affiliates, guests, invitees, private citizens, or other entities for use of the Parking Lot.
- g. Licensee shall not agree, whether formally or informally, to allow its congregants, staff, agents, employees, consultants, affiliates, guests, invitees, private citizens, or other entities to use the Parking Lot outside the times of Licensee sponsored and hosted functions and/or events.

The License shall automatically terminate if the Licensee does any of the following:

- a. Uses the Parking Lot for any purpose other than parking.
- b. Fails to keep the Parking Lot clean and tidy during times of use.
- c. Uses the Parking Lot to store vehicles, equipment, and/or any other personal property.
- d. Attempts to and/or makes any alteration, repair, or improvement to the

Parking Lot.

- e. Uses the Parking Lot for any for-profit or commercial purpose.
 - f. Attempts to lease or rent the Parking Lot to another entity, sell the Parking Lot to another entity, or transfer the License to another entity.
 - g. Ceases to use the Parking Lot for parking.
 - h. Impedes and/or obstructs Licensors' use of the Parking Lot in any way, at any time.
 - i. Uses areas beyond those as identified in Exhibit A, for any reason and at any time. In addition to the License being subject to termination for use of areas outside those identified in Exhibit A, the Licensee and/or its congregants, staff, agents, employees, consultants, affiliates, guests, and/or invitees may be subject to criminal charges including but not limited to "Trespassing", at the Licensor's sole discretion.
 - j. Fails to comply with any request from the Licensor.
 - k. Otherwise violates the terms of this License.
7. **Signage.** Licensee shall place no signs at the Parking Lot. Nor shall Licensee be permitted to place signs on the grounds of and/or surrounding the Parking Lot.
8. **Compliance with Laws.** Throughout the term of this License, Licensee, at its sole cost and expense, shall comply with any and all laws, regulations and ordinances that are applicable to Licensee's use of the Parking Lot or any part thereof.
9. **Indemnity; Insurance.** Licensee, including Licensee's its congregants, staff, agents, employees, consultants, affiliates, guests, and invitees, shall indemnify and hold harmless Licensor, and each of Licensor's officers, agents, employees, and representatives, from and against any claim, demand, liability, or legal proceeding of any kind brought by or on behalf of any third-party (including but not limited to those arising from personal injury, death, or property damage), whether meritorious or not, that arises directly or indirectly from: 1. The use or occupancy of the Parking Lot by Licensee or Licensee's congregants, staff, agents, employees, consultants, affiliates, guests, and invitees; 2. Any act or omission of Licensee or Licensee's congregants, staff, agents, employees, consultants, affiliates, guests, and invitees; and/or 3. The performance or failure to perform any of Licensee's duties under this License. This obligation to indemnify and hold harmless shall survive the expiration or termination of this License and includes, without limitation, attorney's fees and other costs of defense incurred by Licensor, its officers, agents, employees, and/or representatives.

Licensee will provide for the Licensor, by insurance or otherwise, reasonable written assurance for the performance by Licensee of this indemnity and save harmless agreement.

Commercial General Liability: The Licensee does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

GUILFORD COUNTY shall be named as an additional insured on Licensee's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Licensee will also secure its general liability insurance from an A-rated insurance company acceptable to the COUNTY.

Prior to the execution of this License Agreement, Licensee shall provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." Original insurance policies or certified copies of policies may be required by the COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Licensee, Licensor shall have the option, in its sole discretion, to terminate this License immediately.

10. Destruction of or Damage to Premises. If the Parking Lot is partially or totally destroyed by storm, fire, lightning, earthquake or other casualty, this License shall terminate as of the date of such destruction. Licensor shall have no responsibility nor obligation to restore the Parking Lot.

11. Notices. All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

Notices to Licensor:

Guilford County
Attn: County Manager
301 W. Market Street
Greensboro, NC 27401

With copies to:

Guilford County
Attn: County Attorney
301 W. Market Street
Greensboro, NC 27401

&

Guilford County
Attn: Director, Facilities and Property Management
301 W. Market Street
Greensboro, NC 27401

Notices to Licensee:

The Refuge, Inc.
Attn: Jay Stewart
230 Refuge Way
Kannapolis, NC 28081

With a copy to:

The Refuge, Inc.
Attn: Campus Pastor(s)
3008 E. Bessemer Avenue
Greensboro, NC 27405

12. Governing Law Jurisdiction & Venue. The parties agree that this License is subject to the jurisdiction and laws of the State of North Carolina. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and in the jurisdiction of Guilford County, North Carolina.

13. Independent Contractor. The Licensee shall operate as an independent contractor, and the Licensor shall not be responsible for any of the Licensee's, its employees, congregants, or invitees acts or omissions. To the extent permitted under North Carolina law, the Licensee agrees to hold the Licensor harmless from and against any claims, expenses (including attorney fees), costs or liability for the negligent or intentional acts or omissions of the Licensee or its employees and/or congregants. The Licensee, its employees, congregants, and invitees have no authority to enter into contracts or agreements on behalf of the Licensor. The Licensor shall not be liable to the Licensee for any expenses paid or incurred by either the Licensee, its employees, congregants, or invitees. The Licensee shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident while using the Parking Lot; and shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order, to the extent authorized by law.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

GUILFORD COUNTY

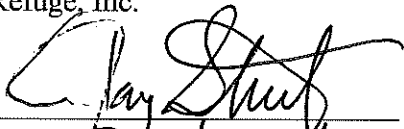
ATTEST:

Jason Jones Date
Guilford County Assistant County Manager

Robin B. Keller Date
Guilford County Clerk to the Board

Eric Hilton, Guilford County Department Director

The Refuge, Inc.

By: 
Name: Jay Stewart
Title: Founding/Lead Pastor
Date: 2/28/24

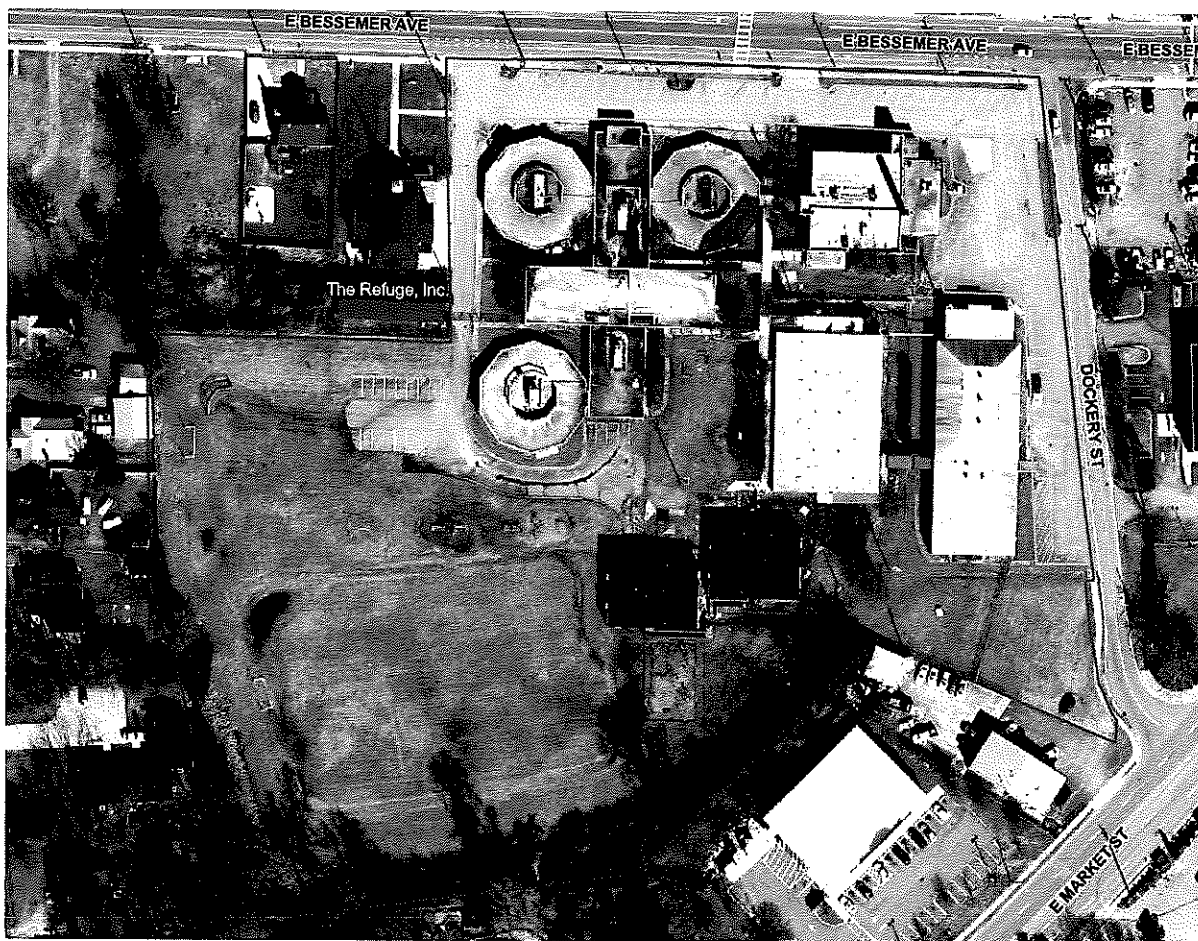
WITNESS:

By: 
Name: MARK GASPARINI
Title: CFO
Date: 2-28-24

(CORPORATE SEAL)

The Refuge
230 Refuge Way
Kannapolis, NC 28081

Exhibit A



Red = Licensor Property

Yellow = Parking Lot

Licensee shall only utilize the Parking Lot as highlighted in yellow above. Use, whether for parking or otherwise, of any other portion of Licensor's Property, as outlined in red above, is strictly prohibited. Additionally, Licensee shall not utilize any portion of Licensor's property which is fenced in.