

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement (“**Lease**”) is made and entered into this 21st day of January, 2016 by and between Park Lot, LLC (“**Landlord**”) and, the undersigned tenant (hereinafter referred to as “**Tenant**”). Landlord hereby leases to Tenant the premises described in this Lease subject to the terms and conditions set forth in this Lease.

1. **Lease.** Landlord hereby leases to Tenant those certain parking spaces located at 201 N. Eugene Street Greensboro, NC as shown in green on the parking map attached hereto as Exhibit A (“parking lot” or “spaces”) and incorporated herein by reference (the “**Map**”), subject to the terms of this Lease and the Rules which may be updated by Landlord from time to time. Tenant further understands that Landlord may provide Tenant with parking passes/tags, which must be displayed on the rear view mirror of Tenant’s registered vehicle.
2. **Term.** The term of this Lease, along with other material terms, are as set forth in that certain Offer to Purchase and Contract by and between the parties dated as of October 9, 2015, which is incorporated herein by reference.
3. **Use.** Tenant shall use the leased premises as a parking lot only for Guilford County employees. Tenant is fully responsible for ensuring that only authorized users are using the parking. The Landlord does not attend to the parking spaces allocated to the Tenant and shall not be responsible for the monitoring of the Tenant’s parking spaces within the lot. Tenant acknowledges that Landlord will lease the parking lot except for 10 spaces designated by Lessee, to the Grasshoppers for parking game day parking on nights and weekends, and Tenant shall require its employees to move their vehicles from the parking lot except for the 10 designated spaces, by 6:00 pm during the week on game nights and at least 3 hours prior to scheduled start times for weekend games. Further, Tenant shall use reasonable efforts to cooperate with Landlord to permit the Grasshoppers to use the lot for parking for a limited number of special events starting after 6:00 pm on weekdays and during the weekends.
4. **AS-IS Condition.** Tenant has had the opportunity to inspect the parking lot prior to signing this Lease and accepts the parking lot in AS-IS condition without any representation from the Lessor as to its condition or suitability for the Tenant’s intended use. The Landlord shall not be responsible to provide security for the parking spaces or the lot. The Tenant shall utilize the parking space and access to the parking space at the Tenant’s own risk, and the Landlord shall have no liability to the Tenant on account of any damage or loss occurring to the Tenant, the Vehicle or any personal property in the Vehicle.
5. **Assignment; Sublease.** The Tenant may not assign this Lease nor sublease the parking lot in whole or part.
6. **Liability; Indemnification.** The Landlord shall in no way be liable for any personal injuries (including death) or property damage caused by or resulting from the use of the parking lot by the Tenant, or the Tenant’s employees, agents, visitors, or invitees. The Tenant shall indemnify, defend, and save the Landlord harmless from and against any and all liability, claims, damages, expenses, fees, penalties, legal proceedings, and causes of action of every kind, including the Lessor’s costs and reasonable attorney’s fees, incurred as a result of any breach by the Tenant of any covenant of this Lease, or as a result of the Tenant’s use of the lot, or the acts or omissions of the Tenant, or the Tenant’s employees, agents, visitors, or contractors; provided, however, that the obligation of the Tenant to indemnify shall not extend

GUILFORD COUNTY CONTRACT NO. 00619D-10/15-182, AMENDMENT 1
PARK LOT, LLC

to the willful misconduct of the Landlord, or the Landlord's employees, agents, or representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LANDLORD:

PARK LOT, LLC

_____ (Name / Title)

TENANT:

GUILFORD COUNTY

Marty K. Lawing (Name / Title)

WITNESS:

Printed Name & Title:

ATTEST:

Guilford County Clerk to Board
(COUNTY SEAL)