

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (“Agreement”) is entered into as of the “Effective Date” (as defined in Section 16) by and between Carolina Telephone and Telegraph Company LLC d/b/a CenturyLink (“Licensor”) and City of Rocky Mount, North Carolina (“Licensee”). Licensor and Licensee may sometimes be referred to in this Agreement individually as a “party” or collectively as the “parties.”

BACKGROUND:

A. Licensor owns certain real property and improvements having an address of 143 North Washington Street, Rocky Mount, North Carolina (“Property”).

B. Licensee wants to obtain from Licensor certain parking privileges in a portion of a parking lot located on the Property (“Parking Lot”). Licensor is willing to grant such privileges to Licensee upon the terms and conditions contained in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Licensor and Licensee agree as follows:

1. License, Premises, Permitted Use and Reservation of Rights.

1.1 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive revocable license (“License”) permitting Licensee to: (a) park its motor vehicles and vehicles used in the course of Licensee’s business on 48 parking spaces located at the Parking Lot (“Premises”). The Premises is designated on the site diagram attached to this Agreement as Exhibit A and incorporated by reference into this Agreement as “Proposed Parking Lot”; and (b) non-exclusive use of any driveways and drive allies/lanes for vehicular and pedestrian ingress and egress over, on and across the Parking Lot, Property and Premises to obtain access to and from the Premises.

1.2 Licensee may use the Premises for the sole purpose of Licensee parking its passenger and other motor vehicles used in the course of Licensee’s business, limited to cars and trucks no larger than one ton in size (“Permitted Use”). Any change to the Permitted Use will require the prior consent of Licensor, which consent will be at Licensor’s sole discretion.

1.3 Licensor reserves the right to, in its sole discretion and at any time during the “Term” (as defined in Section 2.1): (a) temporarily close off all or any portion of the Premises for alteration, maintenance or other purposes; and (b) enter the Premises at any time and on any occasion without any restrictions whatsoever and use the Premises for its own purposes, provided that such entry and use do not materially and adversely interfere with Licensee’s exercise of the rights granted to it in this Agreement. Licensor’s exercise of its rights under this Section 1.3 will neither constitute a breach of this Agreement nor result in any penalty against or liability to Licensor.

2. Term, Termination and Surrender of Premises.

2.1 The term of this Agreement and thus the License will begin on July 1, 2010 and will continue until either party gives the other party at least 60 days prior notice of termination (“Term”).

2.2 Licensee will not make any changes or improvements in or to the Premises without Licensor’s prior consent, which consent will be at Licensor’s sole discretion in all instances. Licensee will not receive reimbursement from Licensor for the cost associated with making any changes or improvements to the Premises. Any improvements or changes made by Licensee in or to the Premises will become the property of Licensor at the termination of this Agreement, unless the parties agree in writing otherwise.

2.3 Subject to Section 2.2, Licensee will, at its own cost and expense, immediately vacate the Premises upon the expiration or termination of this Agreement, and deliver the Premises to Licensor free of all debris, garbage and personal property, and in substantially the same condition as the Premises was in as of the Effective Date, reasonable wear and tear excepted.

3. **License Fee.** Licensee will pay to Licensor on July 1, 2010 the sum of \$1 for the granting of the License and use of the Premises (“Licensee Fee”). Thereafter, Licensee will pay a License Fee on each subsequent 1st day of July each and every year during the Term. If this Agreement is terminated prior to July 1 of a given year during the Term, Licensor will waive any prorated portion of the Licensee Fee that it might be entitled to for a partial year. All License Fee payments will be made to Licensor and sent to Licensor at the following address:

Carolina Telephone and Telegraph Company LLC d/b/a CenturyLink
P.O. Box 219061
Kansas City, MO 64121-9061
Attn: Lease Administration

Licensor will give notice to Licensee of any change in this payment address in the manner for giving notice prescribed in Section 12.1.

4. **Applicable Laws, Rules and Access and Security Requirements.**

4.1 Licensee will comply with and observe all applicable laws, ordinances, requirements, codes, orders, decisions, rules and regulations of applicable state, municipal, county, federal or other governmental authorities (collectively, “Applicable Laws”) relating to Licensee’s use of the Premises, Property and Parking Lot, its duties and obligations under this Agreement, its presence on the Parking Lot, Property and Premises and its exercise of its rights and obligations under this Agreement.

4.2 Licensee will comply with and observe the following rules (collectively, “Rules”): (a) only Licensee’s owned or leased commercial motor vehicles are permitted to be parked in the Premises, and any industrial length vehicles, semi-trucks or the like are prohibited; (b) Licensee is prohibited from undertaking the following actions or uses upon the Parking Lot, Property or Premises: (i) conducting vehicle repairs (unless an emergency); (ii) washing vehicles; (iii) servicing vehicles; (iv) storing, maintaining or otherwise introducing any hazardous substances or materials, whether inside or outside of any motor vehicle; (v) storing, maintaining or otherwise introducing any combustible or inflammable substances or any material or substance prohibited by regulation, ordinance or law, whether inside or outside of a motor vehicle (other than gasoline in the fuel tank of a motor vehicle); and (vi)

parking more than one motor vehicle of any kind in a parking space; (c) Licensee will not use the Premises for any unlawful purpose or in a manner which, in Licensor's sole discretion, Licensor deems offensive; (d) Licensee will not store any trash, rubbish or garbage on the Premises; and (e) Licensee will not permit offensive odors, noises or other undesirable effects to emanate from the Premises.

4.3 Licensee will have access to the Premises 24 hours per day, 7 days per week. Licensor does not furnish, will not furnish and is under no obligation to furnish any security services or equipment whatsoever in, on or around the Property, Parking Lot or Premises, including security guards, lighting or alarms. Licensee is solely responsible for the safety, care, and protection of any such vehicles, and any property stored in or on such vehicles. Licensee will comply with Licensor's requirements, rules and regulations regarding Licensee's access to the Property, Parking Lot and Premises, and regarding security at the Property, Parking Lot and Premises ("Access and Security Requirements"), such Access and Security Requirements being listed on Exhibit B attached to and incorporated by reference into this Agreement. In addition to the Access and Security Requirements listed on Exhibit B, Licensee will not bring weapons on the Premises, including firearms.

4.4 Licensor may, in Licensor's sole discretion, supplement or amend the Rules or Access and Security Requirements from time to time, and Licensor will give notice to Licensee of such supplemented or amended Rules or Access and Security Requirements, and Licensee will comply with the same.

4.5 Licensee will indemnify, hold harmless and defend Licensor, Licensor's parent, subsidiaries and affiliates and their respective directors, officers, employees and agents (Licensor and the foregoing, each a "Licensor Indemnitee") from and against any and all claims, suits, liens, actions, damages, penalties, assessments, fines, losses, liabilities, costs, expenses, fees, including reasonable attorneys' fees through appeal (collectively, "Damages"), for a claim against a Licensor Indemnitee arising from or related to Licensee's failure to comply with any of Applicable Laws, Rules and Access and Security Requirements. Licensee's obligations under this Section 4.5 will survive the expiration or termination of this Agreement.

5. **Custody.** Licensor will not be deemed to have or to have created a bailment of, any custody, care or control over any motor vehicles in the Premises, or any property located in or on those vehicles, and Licensor will not be deemed to have or to have created temporary or permanent dominion or control over any such vehicles or property.

6. **Disclaimer of Warranties.** Licensee acknowledges that Licensor or anyone on Licensor's behalf has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, present or future, of, as, to, concerning or with respect to: (a) the value, nature, quality, physical or other condition of the Premises, Property and Parking Lot; (b) the suitability of the Premises, Property and Parking Lot for any activities and uses which Licensee may or plans to conduct on the Premises, Property and Parking Lot; (c) the compliance of or by the Premises, Property, Parking Lot or their operation with any laws, rules, ordinances, orders, decisions or regulations or any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Premises, Property and Parking Lot; (e) the manner or quality of the construction or materials incorporated into the Premises, Property and Parking Lot; (f) the manner, quality, state or repair or lack of repair of the Premises, Property and Parking Lot;

and (g) any other matter with respect to the Premises, Property and Parking Lot, and specifically, that Licensor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental, protection, pollution, land use, zoning, development or impact laws, rules, regulations, orders decisions or requirement.

7. **Release, Indemnification, Duty to Defend and Hold Harmless.** Licensor will not be liable to Licensee for, and Licensee releases Licensor from, any and all Damages in connection with, incidental to, arising from or out of Licensee's exercise of the rights granted to it under this Agreement and Licensee's use and occupancy of the Parking Lot, Property and Premises, and incidental to, arising from or out of any occurrence on or about the Premises, Property and Parking Lot, except to the extent caused by the gross negligence or intentional misconduct of Licensor. In addition to any other indemnification, duty to defend and hold harmless obligations of Licensee stated elsewhere in this Agreement, Licensee will indemnify, defend and hold harmless each Licensor Indemnitee from all Damages in connection with, incidental to, arising from or out of Licensee's exercise of the rights granted to it under this Agreement and Licensee's use and occupancy of the Property, Parking Lot and Premises, and incidental to, arising from or out of any occurrence on or about the Premises and Property, except to the extent Damages are a result of the sole gross negligence or sole intentional misconduct of Licensor. Licensee's release and other obligations under this Section 7 will survive the expiration or termination of this Agreement.

8. **Insurance.** Throughout the Term, Licensee must obtain and maintain insurance with financially reputable insurers that are licensed to do business in the State of North Carolina in the following types and amounts of coverage: (a) workers' compensation as provided for under any workers' compensation or similar law; (b) commercial general liability with respect to the Premises and Property, and including coverage for contractual liability and products/completed operations liability, with a limit of not less than \$5,000,000 combined single limit per occurrence for loss of life, bodily injury, property damage and personal injury liability and \$10,000,000 general aggregate, naming Licensor as additional insured; and (c) business vehicle insurance covering the ownership, maintenance or use of any owned, non-owned or hired vehicle with a limit of not less than \$5,000,000 combined single limit per accident for loss of life, bodily injury and property damage liability, naming Licensor as additional insured. Licensee will furnish to Licensor within 30 days of Licensor's request a certificate of insurance evidencing the forgoing required insurance coverage.

9. **Default and Remedies.** The failure of a party to perform any obligation on its part to be performed under this Agreement that continues for a period of 15 days following the non-performing party's receipt of notice from the other party will constitute a default; provided, however, if the default cannot reasonably be cured within said 15 day period, it will not be a default under this Agreement if the defaulting party commences action to cure the default within said 15 day period and proceeds with due diligence to and fully cure the default. In the event of a default, the non-defaulting party may resort to termination of this Agreement, as well as any other remedies to which it is entitled under this Agreement, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

10. **Sublicense and Assignment.**

10.1 Licensee will neither voluntarily, involuntarily or by operation of law assign all or part of this Agreement, nor grant any sublicense regarding the Premises, without the prior consent of Licensor in each instance, which consent will be in Licensor's sole discretion.

10.2 In the event Licensor sells or conveys the Premises: (a) Licensor may assign this Agreement to its successor; (b) Licensor will be released from any liability arising after such assignment based upon any of the terms of this Agreement; and (c) Licensee will look solely to Licensor's successor after such assignment for satisfaction of Licensor's obligations and liability under this Agreement.

11. **Maintenance.** During the Term, Licensor will have no maintenance responsibilities whatsoever for the Premises. Licensee will be solely responsible at its own cost and expense for the repairing and maintaining (including replacing as necessary) the Premises and any improvements thereon in a proper and reasonably safe condition, including conducting snow removal, sweeping, asphaltting, paving and striping. In the event Licensee fails to perform its maintenance obligations under this Section 11, Licensor may perform these obligations itself, and Licensee will reimburse Licensor within 30 days of its receipt of an invoice (with supporting documentation) for all reasonable, actual and documented costs and expenses incurred by Licensor in fulfilling such obligations.

12. **Notice.**

12.1 Whenever any notice, consent, approval, request or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, the same must be in writing. Notice must be delivered in person, by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service to the parties at the following addresses:

If Notice to Licensee:

City of Rocky Mount Public Works Department
Attn: Jonathan Boone
PO Box 1180
331 S. Franklin Street
Rocky Mount, NC 27802-1180

If Notice to Licensor:

Carolina Telephone and Telegraph Company LLC d/b/a
CenturyLink
5454 West 110th Street
Mailstop: KSOPKJ0902-RETA
Overland Park, KS 66031
Attn: Real Estate Notices

With a copy of any Licensor default Notice only (which alone will not constitute Notice to Licensor) to:

CenturyLink Law Department
100 CenturyLink Drive
Monroe, LA 71203

12.2 If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal deliver. Notice will be deemed effective on the date shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address in Section 12.1 by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 12.1.

13. **Forum Selection and Waiver of Jury Trial.**

13.1 Any court proceeding brought by either party against the other must be brought, as appropriate, in the Edgecombe County District Court located in Edgecombe County, North Carolina, or in the United States District Court for the District of Eastern North Carolina located in Raleigh, North Carolina.. Each party agrees to personal jurisdiction in either court.

13.2 The parties irrevocably and unconditionally waive their right to a jury trial in any court action arising among the parties, whether under this Agreement or otherwise, and whether made by claim, counter-claim, third party claim or otherwise. This waiver of jury trial is binding on the parties and their respective successors and assigns, and will survive the expiration or termination of this Agreement.

13.3 If for any reason the waiver of jury trial set forth in Section 13.1 is held to be unenforceable, the parties will enter into binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statues, laws or regulations, and will do so under the applicable commercial rules of the CPR Institute for Dispute Resolution and 9 U.S.C. § 1, et seq. Any arbitration will be held in the Raleigh metropolitan area and be subject to the law of the State of North Carolina. Discovery in the arbitration will be governed by the local rules applicable in the United States District Court for the District of Eastern North Carolina.

14. **Taxes.** Licensee will pay to Licensor Licensee's pro-rata share of real property taxes assessed against the Premises, based upon the percentage of the size of the Premises relative to the total size of the Property.

15. **Miscellaneous.** (a) This Agreement contains all of the promises, agreements, conditions and understandings between the parties concerning the subject matter of this Agreement, and there are no oral agreements or understandings between the parties affecting this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties with respect to the subject matter of this Agreement; (b) except for Licensor's rights concerning amending or supplementing the Rules and Access and Security Requirements as set forth in Section 4.4, and except as may be otherwise expressly allowed under this Agreement, no amendment, change or addition to this Agreement will be binding upon the parties unless it is in writing and signed by the parties; (c) the waiver by a party of any breach of any term, agreement or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of

the same or any other term, agreement or condition. No agreement, term or condition of this Agreement will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (d) no payment by Licensee or receipt of payment by Licensor of a lesser amount than the Monthly Rent will be deemed to be other than on account, nor will any endorsement or statement on any check or on any letter accompanying any check be deemed an accord and satisfaction; and (e) if any term, covenant, agreement or condition of this Agreement or the application of the same to any person or circumstance is to any extent held invalid or unenforceable, the remainder of this Agreement or the application of that term, covenant, agreement or condition to any person or circumstance other than those as to which it is held invalid or unenforceable will not be affected, and each such unaffected term, covenant, agreement or condition of this Agreement will be valid and enforced to the fullest extent permitted by law,

16. **Effective Date.** This Agreement becomes effective on the date this Agreement is last signed by all of the parties ("Effective Date").

17. **Counterparts.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature, provided that the party delivering its signature by facsimile or electronic mail promptly thereafter delivers this Agreement with the original signature to the other party.

"LICENSOR"

Carolina Telephone and Telegraph Company LLC

By: _____
Name: _____
Title: _____
Date: _____

"LICENSEE"

City of Rocky Mount, North Carolina

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

PREMISES

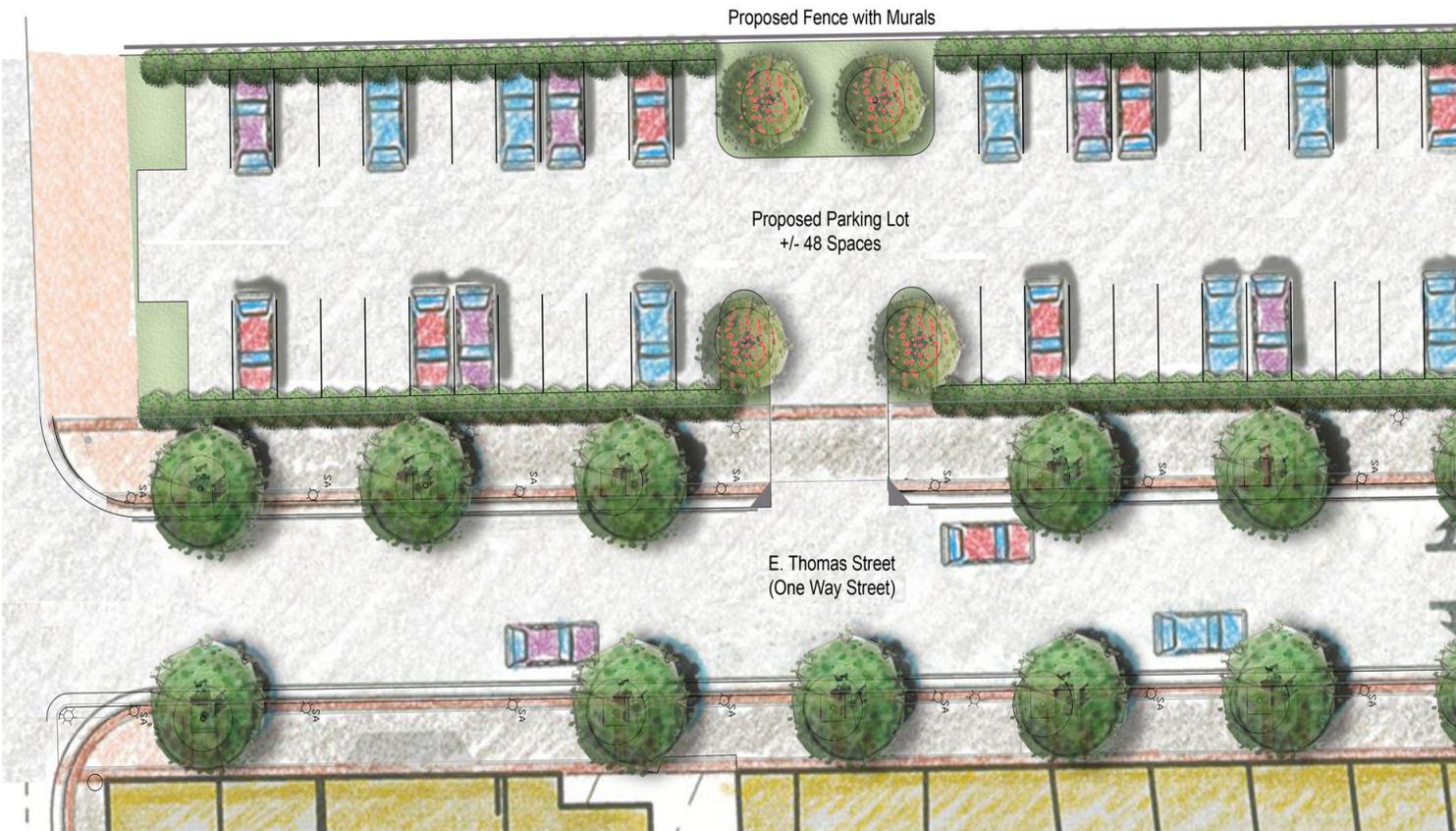


EXHIBIT B

ACCESS AND SECURITY REQUIREMENTS

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