

THIS LICENSE AGREEMENT (this "Agreement") is executed and delivered as of the 12 day of JANUARY, 2010 (the "Effective Date"), by and between PALMETTO REGIONAL MLS, INC., a CORPORATION ("Licensee"), with an address of 146 E. WHITE ST. and the City of Rock Hill, a political subdivision of the State of South Carolina ("Licensor"), whose address is 155 Johnston Street, P. O. Box 11706, Rock Hill, South Carolina 29731.

Statement of Purpose

A. Licensee desires to utilize space for storage associated with the Palmetto Room on real property owned by Licensor and located at 130 E. WHITE ST. Rock Hill, York County, South Carolina, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. Licensor desires to grant a revocable license to Licensee to place no more than four (4) portable, locking storage units of 8' by 16' against the wall labeled 39' on Exhibit A and to utilize such units for storing items related to the Licensee's use of the Palmetto Room, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor hereby agree as follows:

1. **Grant of License.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a revocable license to place no more than four (4) portable, locking storage units of 8' by 16' against the wall labeled 39' on Exhibit A and to utilize such units for storing items related to the Licensee's use of the Palmetto Room.

2. **Term; Termination.** The term of this Agreement shall begin on the Effective Date and shall automatically terminate on any date upon which Licensor delivers notice of termination to Licensee or Licensee delivers notice of termination to Licensor (the "Term").

Licensee and Licensor shall each have the right to terminate this Agreement at any time, for any reason or no reason, by delivering written notice to the other. Any termination shall not relieve Licensee of its obligations under this Agreement that survive expiration or termination. Within 180 days of expiration or termination of this Agreement, Licensee shall remove the storage units and restore the Property to a condition satisfactory to Licensor.

Upon termination of this Agreement, Licensor agrees to consider plans proposed by Licensee for the potential purchase of City owned property for Licensee's future storage purposes.

3. **Use.** Licensee shall access the Property solely for the purposes set forth in section 1 of this Agreement and for no other purpose. Licensee shall comply with all local, state and federal statutes, laws, ordinances, and regulations that may apply to this Agreement and/or Licensee's activities on the Property.

4. **Indemnification.** Licensee shall indemnify and hold Licensor, and its members, managers, officers, shareholders, directors, employees, contractors and agents (collectively, "Indemnified Persons"), harmless from and against all liability, loss, damages or injury, including, without limitation, death or injury to any person or damage to property, and all costs

and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by any one or more of the Indemnified Persons arising from or related to this Agreement and/or Licensee's entry upon or use of the Property. Licensee's obligations under this section shall survive termination or expiration of this Agreement.

5. **Maintenance; Repair.** At all times while this Agreement is in effect, Licensee, at its sole cost, shall maintain the portion of the Property utilized by Licensee for storage in a condition satisfactory to Licensor. Licensee, at its sole cost, shall immediately repair any damage to the Property caused by Licensee.

6. **Insurance; Release of Liability.** During the Term and for a period of 1^(ONE) years after the expiration or termination of this Agreement, Licensee shall, at its sole cost, maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$2,000,000 in the aggregate for all incidents/occurrences during a policy period. The policy shall name Licensor as an additional insured. Licensee shall deliver certificates of insurance in a form acceptable to Licensor upon execution of this Agreement and at any time thereafter upon request by Licensor.

Any insurance provider of Licensee shall be admitted and authorized to do business in the State of South Carolina and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. Licensee shall not self-insure.

Licensee acknowledges that Licensor will not be liable for any damage to or destruction of Licensee's storage units. Licensee hereby releases, discharges and covenants not to sue Licensor, or its members, managers, officers, shareholders, directors, employees, contractors and agents, for any claim, demand, liability, damage, cost, expense or any other loss related to or arising out of use, placement, transportation, operation, construction, deconstruction or removal of the storage units.

7. **Default.** Either party's failure to perform any term or covenant of this Agreement which is not cured within seven (7) days after written notice thereof from the non-defaulting party shall be an event of default entitling the non-defaulting party, without further notice to or demand, to exercise any rights or remedies available at law or in equity, including, without limitation, suit for damages or specific performance. The prevailing party shall also have the right to recover reasonable costs of enforcing this Agreement, including reasonable attorneys' fees.

8. **Notices.** All notices, requests, demands or other communications given hereunder must be sent either (a) by hand, (b) by certified United States Mail, return receipt requested, (c) by commercial overnight delivery service to the parties' respective addresses set forth on the first page of this Agreement, or (d) by facsimile with confirmation of receipt. All notices shall be deemed delivered when mailed, faxed or delivered in accordance with this Section. Notices may be given by or to the parties by their respective attorneys.

9. **Binding Effect; Assignment.** This Agreement shall be binding on the parties hereto and their respective permitted heirs, successors and assigns; provided, Licensee shall not assign this Agreement or all or any part of its rights or obligations hereunder without Licensor's prior written consent.

10. **Severability**. If any provision of this Agreement is held by a court to violate applicable law, such invalid provision shall be severable, and the remainder of this Agreement shall be enforceable to the fullest extent permitted by law.

11. **Time is of the Essence**. Time is of the essence to the terms and provisions of this Agreement.

12. **Interpretation**. Licensor and Licensee have the intent, capacity and authority to execute and enter into this Agreement, have carefully reviewed this Agreement, have had an opportunity to review and discuss the terms with counsel, and agree to each and every term willfully and voluntarily. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. Licensor and Licensee agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision hereof.

13. **Execution in Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of Licensee and Licensor as long as each of them has signed one or more of such counterparts.

14. **Modification and Amendment**. No change, amendment or modification of this Agreement shall be made or valid unless agreed to in writing by Licensee and Licensor.

15. **Entire Agreement**. Except as otherwise provided herein, this Agreement shall constitute the entire and full agreement and understanding between Licensee and Licensor, and shall supersede all prior and/or contemporaneous agreements, understandings and discussions between them, written and/or oral, all of which shall be deemed merged into this Agreement and shall be of no further force and effect.

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IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed, delivered and sealed as of the Effective Date.

LICENSOR:

City of Rock Hill, South Carolina

By: _____ (SEAL)
Name: _____
Title: _____

LICENSEE:

By:  (SEAL)
Name: Arthur Brindley
Title: CEO