

Railroad Use Only
NS Activity No. 1086235
NCRR File No. oh-000+0178
AC: t0000797

NORTH CAROLINA

COUNTY OF GUILFORD

NON-STANDARD LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled "Company"; the CITY OF GREENSBORO, a North Carolina government entity, hereinafter styled "Licensee"; and NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter styled "NSR";

WITNESSETH:

THAT the PARTIES HERETO, for and in consideration of the covenants hereinafter made, agree as follows:

ARTICLE 1. Company, insofar as its right, title, and interest enables it so to do, and without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, hereby grants unto Licensee the right to occupy and use for the purpose or purposes hereinafter mentioned:

The nonexclusive right to use and occupy, for the purpose or purposes hereinafter described, that certain real property of the Company, located in the city of Greensboro, Guilford County at milepost h-000 plus 178 feet and consisting of 127,055 square feet, more or less, said real property being more particularly described on Exhibit B, dated September 1, 2015, and, inter alia, on Exhibit A, dated May 23, 2005, on drawing prepared by Gannett Fleming for the North Carolina Licensee of Transportation Rail Division, both being attached hereto and incorporated herein by this reference (hereinafter "Premises"), specifically excluding, however, any NSR property located outside the property lines of Company.

Company acknowledges that there is currently located on the Premises improvements consisting of platform(s) with canopy, tunnel(s), electrical generator pad and related equipment and facilities constructed and owned by Licensee. Licensee shall have the right to use, maintain, and occupy the improvements at the sole discretion of Company. If the improvements are ever substantially damaged or destroyed Licensee must obtain the written consent of Company prior to the commencement of repairs or rebuilding. At any time during this License, Licensee acknowledges that Company has the right to relocate the improvements at the sole risk and expense of Licensee.

Company reserves the right to have the boundary line of the Premises marked by a registered land surveyor or delineated and measured by other means at any time during the term of this License Agreement. If Company bears any out of pocket expense related to the survey and marking of the boundary line, Licensee shall reimburse Company within sixty (60) days of receipt of invoice from Company.

If it is determined that Licensee is occupying more property than entitled under this Agreement, Company shall be entitled to adjust the annual fee based on the amount of space actually occupied by Licensee on a per-square foot basis. Licensee shall not be entitled to a reduction of the annual fee if the entire Premises is not occupied.

Company reserves unto itself, and its permittees, the permanent right to maintain, operate, renew, or reconstruct upon, under, or over the Premises, any existing or future pipe, electric transmission, telephone, telegraph, signal lines, trackage, or any other facilities. Licensee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises.

With respect to the Premises, Company understands that NSR has identified certain deeds for land in and/or outside the Company corridor in the area that includes the Premises which NSR interprets as vesting an ownership interest in NSR in land upon which the Company corridor is located and which Company disputes. Company and NSR agree that as between them this issue is addressed in Section 21(c) of the July 27, 1999 Master Agreement (Master Agreement) between Company and NSR and may be addressed between Company and NSR at a later date pursuant to the Master Agreement. Company and NSR further agreed that the execution of this Agreement with Licensee is without prejudice to the claims of both Company and NSR to be addressed at a later date pursuant to Section 21(c) and any other applicable provisions of the Master Agreement.

ARTICLE 2. Licensee will use the Premises for the right to occupy, maintain and use a passenger platform(s) with canopy as existing on the date hereof, including 10 feet beyond platform edge, and existing underground tunnel(s), electrical generator pad and related equipment and facilities, and ancillary uses directly related to said platform(s), tunnel(s) and generator in connection with Licensee's sole purpose of accommodating rail passengers at the City of Greensboro rail depot and Amtrak station and in accordance with this License Agreement and for no other purpose without the written consent of Company.

This license is a personal privilege to Licensee and shall not be assigned without the written consent of Company, nor shall Licensee, except with such written consent, permit the Premises to be used for any purpose by any other party, firm or corporation.

ARTICLE 3. Licensee will pay unto NSR an administrative and handling fee of TWO HUNDRED DOLLARS (\$200.00), and an annual fee to Company of SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200.00), annually in advance, beginning as of the first day of , 20 , which is the effective date of this License Agreement, and payable within thirty (30) days of Licensee's receipt of an invoice for same. The amount of such annual fee shall increase each year by three percent (3%) on the anniversary date of the effective date of this License Agreement, unless Company and Licensee agree to a greater amount or this License Agreement is terminated by either Licensee or NCRR. If Licensee shall default in the payment of rental or other sums due hereunder for a period of thirty (30) days after the same shall be due, Licensee shall be deemed liable for the License fee or other sums due hereunder payable within thirty (30) days of Licensee's receipt of an invoice for same together with a late payment charge in the amount of one percent (1%) of such License fee or other sum due for each month or portion thereof that the same shall remain unpaid, or \$25.00 per month, whichever is greater, shall be charged to Licensee. Licensee will pay such late payment charge together with the License fee and other sums due hereunder. If Company cancels or terminates this agreement for any reason except default of Licensee, Company shall refund to Licensee its pro rata portion of rent paid for the unexpired period, but if Company cancels or terminates because of default of Licensee, then Company may retain the rent paid for the unexpired period as damages.

ARTICLE 4. Licensee will not change, alter or modify the Premises, including any change in grade, and specifically shall not construct or install upon the Premises any buildings, structures, or improvements, unless specifically permitted hereby or by written consent of Company. Licensee will not make any alterations in, additions to, or improvements to the Premises or any improvements thereon, or the appurtenances thereto, of any kind whatsoever, without the written consent of Company being first obtained. Company shall have no obligation to furnish to Licensee any water, heat, light, or other public utilities for use by Licensee in Licensee's occupation and use of the Premises and any improvements thereon. Any alterations of or additions to the Premises and any improvements thereon to supply such utilities which may be made by Licensee with the consent of Company shall be of character and design approved by Company and shall be installed and maintained at the expense of Licensee and in accordance with the requirements of Company as to proper installation and construction, Licensee agreeing to pay all expenses and charges for such utilities and to install separate meters necessary in connection therewith. Any alterations of or additions to the electric light or power wires or fixtures upon the Premises and any improvements thereon which may be made by Licensee with the consent of Company shall be made in strict accord with the requirements of the National Electrical Code and at the expense of Licensee. Licensee, while in possession hereunder, shall comply, and cause its agents, employees, contractors and invitees to comply, with all such reasonable rules and regulations as may be prescribed by Company looking to the prevention of fire and compliance with insurance contracts and policies.

Licensee will not permit smoking within any structures occupied hereunder by Licensee, and will post and maintain in a conspicuous place or places within said structures a sign or signs, reading "NO SMOKING ALLOWED", or words of similar import.

ARTICLE 5. Licensee accepts the Premises in their present condition, it being agreed that all maintenance, including but not limited to, grass cutting, snow and ice removal, trash removal and landscaping, needed to keep the Premises in a safe, clean and sanitary condition shall be performed by Licensee .

All improvements shall be kept in good repair and presentable condition at the sole expense of Licensee, and shall not be modified, relocated or otherwise altered except with the written consent of Company.

Company shall have no obligation to perform any maintenance or repairs on the Premises or any improvements located thereon during this License.

If Licensee fails to comply with its maintenance or repair obligations as set forth in this Article 7, upon sixty (60) days written notice to Licensee, Company shall have the right to cause the maintenance or repair work to be completed and Licensee shall reimburse Company within sixty (60) days of receipt of invoice by Licensee for any expenditures made by Company in performing such maintenance or repairs;

ARTICLE 6. Licensee shall pay within sixty (60) days after notice, satisfy, and discharge all claims, judgments or liens for material and/or labor, used or employed by Licensee or its agents in the construction, repair, maintenance, or removal of any buildings or structures located upon the Premises, whether the buildings or structures shall, under the terms of this agreement, be the property of Company or Licensee, and to the extent allowed by North Carolina law and to the extent of the North Carolina Tort Claims Act, Licensee shall to the extent permitted by North Carolina law, indemnify and save harmless Company, its officers, agents and employees, from all such claims, judgments, liens, or demands whatsoever. Such indemnity shall survive the expiration or termination of this Agreement.

ARTICLE 7. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies applicable to the particular work have been furnished and accepted by Company as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:

(a) Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Agreement. The contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. In addition, said policy or policies shall be endorsed to name Company as an additional insured and shall include a severability of interests provision;

(b) In the event Licensee's Commercial General Liability Insurance Policy does not provide contractual liability coverage for operations conducted within 50 feet of a railroad hazard, Licensee shall provide Company Protective Liability Insurance. Said policy shall have limits of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 in the aggregate. In addition, said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or ACE or Affiliated Company.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 1093; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management
(NOTE: NS does not share coverage on RRPL with any other entity on this policy)
- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Licensee project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime contractor must appear on the Declarations.
- g. The name and address of the Licensee must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion — Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- i. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion

- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in item no. 2.h above.

(c) Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Contractor's officers, agents, servants or employees arising directly or indirectly out of the performance of the services herein undertaken;

(d) Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(e) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.

(f) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to Company and approved by Company prior to Licensee's commencement of work on the Premises. Such certificate of insurance shall include the NCRR File No. "o_h-000+0178", as shown on the top of the first page of this License, in the "Certificate Holder" section of the insurance certificate. Failure to adequately identify the insurance certificate as related to this License, and the return of the insurance certificate by Company to Licensee, will demonstrate that Licensee has not satisfied the Licensee's requirements under this Article and will constitute a default under this License. The insurance required herein shall not limit the liability assumed by Licensee under the Consent or the Agreement.

(g) Notwithstanding the provisions of article 9(a), 9(c) and 9(d), Licensee, pursuant to State Statutes(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

ARTICLE 8. As used herein, "Hazardous Materials" shall mean any chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, petroleum or petroleum products or any toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree. Licensee shall not cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises by Licensee or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control. Licensee agrees to give Company prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises. To the extent permitted or required by federal and North Carolina law, Licensee agrees to promptly clean up any Hazardous Materials which are placed, stored, dumped, disposed, released, discharged, used, sold, transported or located on or within any portion of the Premises by Licensee, or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control, and to remediate and remove any such contamination relating to the Premises, at its cost and expense, in compliance with all applicable laws, ordinances, rules or regulations then in effect, at no cost or expense to Company. To the extent permitted by North Carolina law, Licensee agrees to defend, indemnify and hold Company

harmless from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, costs of any clean-up or remediation, administrative orders, consent agreements and orders, liabilities, fines, penalties, costs, attorney's fees, consultant's fees and expenses proximately caused in whole or in part by the existence on or about the Premises of Hazardous Materials if and to the extent such Hazardous Materials are placed, stored, dumped, disposed, released, discharged, used, sold, transported or located on or within any portion of the Premises by Licensee or Licensee's agents, licensees, assignees, tenants, subtenants, officers, directors, members, partners, principals, employees, servants, contractors, subcontractors, invitees, guests or others subject to Licensee's supervision, direction or control. The obligations of Licensee in this Article 8 shall survive the expiration or earlier termination of this License Agreement and shall apply regardless of acquiescence or negligence or allegations thereof on the part of either party.

Licensee understands that Company makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against Company relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act). Licensee acknowledges that Company has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property. In its construction, maintenance, operation, use and occupancy of the Premises, and any improvements thereon, to the extent such is otherwise permitted under this Agreement, Licensee shall comply with any governmental safety, health, environmental and sanitation laws, rules, regulations and ordinances which apply to Licensee, and will, at Licensee's expense, make all corrections, repairs or additions to the Premises or improvements which are needed for such compliance.

ARTICLE 9. The liability of the parties to this agreement, as between themselves, for death, personal injury, and property loss and damage which occurs on or about the Premises during the term of this agreement or which otherwise occurs by reason of, or arises out of, or is incidental to, the use or occupancy by Licensee of the Premises covered by this agreement, shall be determined in accordance with the following provisions regardless of considerations of fault or negligence:

(a) Licensee shall be solely responsible for, and shall bear all liability, claims, loss, damage, expense (including attorney's fees) or costs for loss of or damage to property and/or personal injury (including death) resulting from fire;

(b) Licensee shall be solely responsible for, and shall bear all liability, claims, loss, damage, expense (including attorney's fees) or costs for loss of or damage to property and/or personal injury (including death) which occurs on or about the Premises during the term of this agreement or which otherwise occurs by reason of, or arises out of, or is incidental to, the use or occupancy by Licensee of the Premises, unless such loss, damage or injury shall be caused solely by the negligence of Company.

(c) Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, loss, damage, expense (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever assumed and undertaken by Licensee in this Article 9. This indemnity shall survive any expiration or termination of this Agreement.

(d) Licensee hereby agrees to hold Company harmless and further to indemnify Company from any actual or consequential loss arising from Licensee's use or representation to third parties of Licensee's possessory interest in the Premises. This indemnity shall survive any expiration or termination of this Agreement.

(e) Knowledge on the part of Company of a continuing violation of the terms of this agreement by Licensee shall constitute neither an omission nor acquiescence on the part of Company, and shall in no event relieve Licensee of any of the responsibilities imposed upon Licensee hereunder.

ARTICLE 10.

(a) In connection with the use of the Premises covered by this agreement, Licensee agrees to observe and be bound by the rules of the Company with respect to standard clearances for all railroad tracks, station platforms and canopies located on or adjacent to the Premises covered by this agreement.

(b) Notwithstanding anything contained in this agreement, and irrespective of any joint or concurring negligence of Company, Licensee shall assume sole responsibility for and shall, to the extent allowed by applicable law, indemnify, save harmless, and defend Company, its officers, agents and employees, from and against all claims, actions, or legal proceedings arising, in whole or in part, from the failure of Licensee to comply with any clearance requirements set forth in this agreement.

ARTICLE 11. In the event that the whole or any part of the Premises occupied by Licensee hereunder shall be taken for any purpose under the power of eminent domain, Licensee, except as hereafter provided, shall not be entitled to share in any award resulting from any such taking, nor shall Licensee have any claim against the Company for any expense which may be incurred by Licensee as a result of such taking or as a result of termination of this agreement by reason of such taking, as hereinafter provided. Notwithstanding the foregoing, Licensee shall be entitled to seek compensation from the condemning authority for the value of the improvements of Licensee located on the Premises; it being understood by Licensee, however, that Licensee shall not be entitled to share with the Company in any portion of an award related to the value of Licensee's license interest in the area condemned. In the event that the taking shall be of the whole of the property herein occupied by Licensee or of such part as shall render the Premises untenable for the uses at such time made of the Premises by the Licensee, then this agreement and all rights and interests acquired hereunder shall terminate as of the date of the vesting of title to the property in the condemning authority, and in no event shall Licensee have any claim for the value of any unexpired period of this agreement, provided, however, that, subject to any claims of Company under other provisions of this agreement, Company will refund to Licensee its pro rata portion of rent paid for the unexpired term, as provided in Article 3 hereof.

ARTICLE 12. This agreement shall continue in effect from the date hereinabove set forth until Licensee's rights hereunder are terminated by either party upon sixty (60) days written notice to the other party, except that if Licensee shall default in the payment of rentals, or violate any other covenants herein, Company may terminate Licensee's rights under this agreement by 10 days' written notice to Licensee of election so to do; service of such notice to be made either (a) by delivering a copy of the notice to Licensee, or (b) by mailing the same to or leaving it at the last known address of Licensee and posting in any conspicuous place upon the Premises. If Licensee disputes the grounds for termination due to default set forth in Company's notice, Licensee shall notify in writing Company of such objection within 10 days of receipt of such notice of termination. After receipt of such notification Company and Licensee shall attempt to resolve any such dispute through good-faith negotiations, and nothing contained herein shall prevent any party of seeking review of such determination before a court of competent jurisdiction. Any indemnities contained in this Agreement shall survive the expiration or termination of this Agreement.

Neither this Agreement nor the Consent may be assigned in whole or in part by Licensee, and Licensee shall not enter into any sublicense or sublease of the Premises.

ARTICLE 13.

Subject to the provisions of Article 12 above:

(a) Within thirty (30) days of giving or receiving notice of termination of Licensee's rights under this agreement, Licensee shall furnish Company with a written certification that the Premises have not been contaminated by Licensee's operations, or if a condition of contamination exists or is believed to exist on any part of the Premises, Licensee shall give written notice of that fact to Company, and Licensee shall promptly eliminate said condition.

(b) Upon the expiration or termination of Licensee's rights under this agreement, for whatever cause, Licensee will vacate the Premises immediately, remove all personal property and improvements owned by or placed thereon by Licensee, and leave the Premises, including the subsurface, in as good order and condition as the Premises may have been prior to the use and occupation thereof by Licensee and free from holes, obstructions, debris, wastes, or contamination of any kind.

(c) If Licensee fails to restore the Premises as provided herein prior to the date that Licensee is required to vacate such Premises, then Company may, at its option elect: (a) to become the owner of all personal property and improvements which Licensee has failed to remove without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) at the sole cost and expense of Licensee, to remove or to arrange for the removal of all such property, improvements, obstructions, debris, waste, and contamination, and to restore or to arrange for the restoration of both the surface and the subsurface of the Premises to as good order and condition as the Premises may have been prior to the use and occupation thereof by Licensee. Promptly upon bill rendered by Company, Licensee shall pay to Company the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

ARTICLE 14. If Licensee fails to vacate the Premises prior to the date that Licensee is required to vacate such Premises, Company may, in addition to any other legal remedy it may have, re-enter and take possession of the Premises, oust Licensee and all persons holding under Licensee, and restore or arrange to restore the surface and subsurface of the Premises, as described in Article 12 above. Company may also, after thirty (30) days notice to Licensee, take possession of any property and improvements, including structures, if any, left on the Premises by Licensee and dispose of the same by sale or otherwise for the purpose of applying the proceeds against unpaid rental or to other payments due under the terms of this agreement, or for other purposes as hereinafter mentioned. If, in Company's judgment, any property or improvements so left on the Premises by Licensee is contaminated, has no value, or cannot be conveniently sold, Company may dispose of the same without notice to Licensee in such manner as Company may determine to relieve itself of the burden of caring for such property and improvements, without accountability to Licensee.

ARTICLE 15. In addition to any other rights of entry reserved herein, Company reserves unto itself and its permittees the right to enter upon the Premises at any time for operation, maintenance, reconstruction, repair, or relocation of any building, trackage, or other structures located on the Premises; for inspection of the Premises; for taking whatever corrective actions the Company deems necessary to eliminate any violation of Articles 10, 15, and 16 if, in the Company's judgment, the steps taken by Licensee are inadequate or not timely; and for any other lawful purpose.

ARTICLE 16. It is agreed between the parties that the applicable statute of limitations shall be tolled and shall not begin to run against Company in connection with any controversy or dispute arising under the provisions of Articles 10, 15, 16, and 17 hereof until Company has received actual written notice of noncompliance with the aforementioned articles.

ARTICLE 17. If any provision of this agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.

ARTICLE 18. Licensee hereby agrees that the indemnities it undertakes in favor of Company, its officers, agents and employees, in this agreement will, to the extent allowed by North Carolina law, also apply in favor of the corporate affiliates of Company and to their respective officers, agents and employees as fully as if they were specified as indemnitees herein.

ARTICLE 19. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Company or Licensee, as the case may be, at the address set forth below.

C o m p a n y : L i c e n s e e :
North Carolina Railroad Company City of Greensboro
2 8 0 9 H i g h w o o d s B l v d . P . O . B o x 3 1 3 6
Raleigh, North Carolina 27604 Greensboro, North Carolina 27402-3136

ARTICLE 20. Any consent of the Company requested or required pursuant to this agreement may be given, withheld, conditioned or delayed, as deemed appropriate by Company.

ARTICLE 21. No waiver by either party of any one breach of covenant or default by the other party shall be construed as a waiver of any other or subsequent breach or default on the part of the other party. Also, no declaration of expiration or termination of this agreement shall be construed to release the other party from any covenant or obligation as to which the other party may be in default at the date of such expiration or termination.

ARTICLE 22. Any and all obligations to the Company are dependent upon and subject to approval of the N.C. Board of Transportation of this Agreement and the availability of funds to the Licensee for the purpose set forth in this agreement.

ARTICLE 23. If Company are taxed, assessed, levied or otherwise charged by any governmental entity because of the property of Licensee or uses of the Premises by Licensee, Licensee shall pay or promptly reimburse Company for the same.

ARTICLE 24. Licensee shall be responsible for obtaining, if needed, all permits, licenses and authorizations that may be required of Licensee by any governmental entity for the use and occupancy of Premises or any improvements made by Licensee.

ARTICLE 25. Licensee agrees not to store or keep or allow other persons to store or keep on the Premises, in any quantity, or amount whatsoever, any article of a kind which is of a hazardous or explosive, combustible, or inflammable nature, except in such quantities as are normal and usual to the purposes permitted to be conducted by Licensee on the Premises. Licensee shall dispose of wastes of any kind, whether hazardous or not, on said Premises, and Licensee shall not conduct any activity on the Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from any applicable governmental entity.

ARTICLE 26. In the event of a railroad derailment or disaster of any nature, Company at its sole discretion may forthwith suspend this Agreement in whole or in part for a reasonable period of time in order to clear any wreckage and restore railroad facilities. In such an event there shall be a pro-tanto

abatement of rent due to Company. Any such suspensions shall not, however, result in an extension of this Agreement or any renewal term thereof. Licensee shall not create or permit to be created any condition which will impair, impede or interfere in any way with the operation of the railroad of NSR or Company. In the event of a breach of this covenant which continues for twenty-four (24) hours after notice thereof has been given by NSR or Company to Licensee, NSR or Company may reenter the Premises either to correct the breach or remove that which impairs, impedes or interferes with the operation of the railroad of NSR or Company, all at the sole expense and cost of Licensee, and Licensee will promptly pay such costs and expense upon bill rendered.

ARTICLE 27. The terms set forth in the attached Exhibit C, consisting of three pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, each part being an original, as of the date hereinabove first recited.

COMPANY:
NORTH CAROLINA RAILROAD COMPANY

By: _____
Title: _____

LICENSEE:
CITY OF GREENSBORO

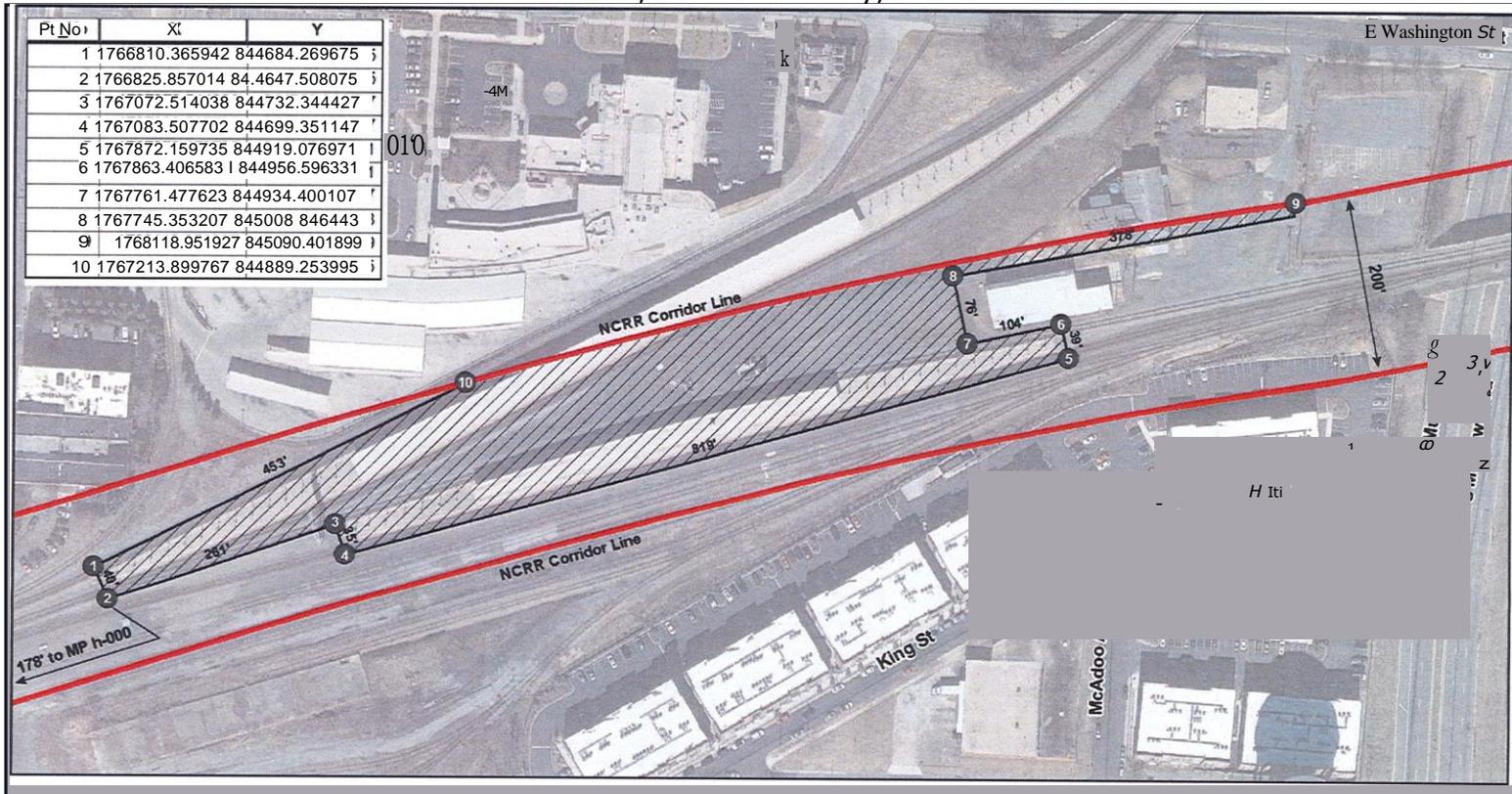
By: _____
Title: _____

NSR:
NORFOLK SOUTHERN RAILWAY COMPANY

By: _____
Title: _____

EXHIBIT B -- September 1, 2015

Milepost h-000 plus 178 (+1-) Feet
Greensboro, Guilford County, North Carolina



 Area Licensed by North Carolina Railroad
Company to the City of Greensboro (+1- 127,055 Sq. Ft.)

V-5a
2

Parcel No. 2 & 3



This map has been prepared by Me North Carolina Railroad Company (NCCR) principally for its purposes by utilizing information received from various (state and governmental sources available to the public, and compiled into its Geographic Information System (GIS). As GIS mapping is a representation of information from various sources, it is not intended to be a substitute for a sealed land survey prepared by a registered North Carolina surveyor. The primary sources of the data shown on the map should be consulted or verified on and to confirm the fitness thereof for any particular use. This map is not intended for use by third parties without approval by NCCR.

EXHIBIT C

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN
RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's directors, officers, agents and employees, and any parent company, subsidiary of parent or affiliate of NSR and their directors, officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, to the extent allowed by North Carolina law and to the extent of the North Carolina Tort Claims Act, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, to the extent allowed by North Carolina law and to the extent of the North Carolina Tort Claims Act, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental

contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.

6. NSR must be given at least thirty (30) days notice prior to the anticipated placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by the Agreement and approval of NSR must be given before such placement is undertaken.
7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies applicable to the particular work have been furnished and accepted by NSR as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:
 - (a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name NSR as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (b) In the event Licensee either cannot obtain contractual liability insurance to cover the obligations assumed under this Agreement or Licensee elects to self-insure its obligations in accordance with article 9(f) below, Licensee or its contractor shall procure and furnish to NSR a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name NSR as the named insured.
 - (c) Workers Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease-policy limit, and \$500,000 per disease — each employee.

(d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name NSR as an additional insured and shall include a severability of interests provision.

(e) Notwithstanding the foregoing, Licensee shall have the right to self-insurance coverage. Licensee shall provide proof of such self-insurance satisfactory to Company not more than ten (10) days after execution of this Agreement.

(f) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510-2791 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.

(g) Notwithstanding the provisions of article 9(a), 9(c), and 9(d), Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.