

STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF GASTON

This LICENSE AGREEMENT, made and entered into this on the last date signed below. by and between **FIRST BAPTIST CHURCH BELMONT**, a North Carolina Non Profit Corporation (hereinafter referred to as “Licensor”) and **KARE PARTNERS, LLC, D/B/A COMPLEAT KIDZ** a North Carolina Limited Liability Company (hereinafter referred to as “Licensee”).

W I T N E S S E T H:

Licensor, for and in consideration of the License Fee, covenants and agreements hereinafter set forth on the part of the Licensee, its successors and assigns, to be paid, kept and performed, has licensed and by these presents does license unto Licensee, and Licensee hereby accepts for license, upon and subject to the conditions hereinafter set forth, the parking spaces located on the real property described as follows:

All those certain parking areas for the property located at **23 N. Central Avenue, Belmont, North Carolina, having a Tax ID # of 3594081577**, and comprising +-2.23 acres and commonly known, as the Belmont Baptist Church.

THE PARKING AREAS, ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**I. 38 PARKING SPACES LOCATED ON PROPERTY AS SHOWN IN ATTACHMENT 1**

THESE PARKING SPACES WILL BE AVAILABLE FOR PARKING, 5 DAYS A WEEK, MONDAY THROUGH FRIDAY, 52 WEEKS PER YEAR.

**II. ALL OF THE PARKING SPACES ON THE PROPERTY, AS APPROVED ON A CASE BY CASE BASIS.**

THESE PARKING SPACES WILL BE AVAILABLE ONLY UPON PRIOR APPROVAL, FOR **SPECIAL EVENTS**, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD.

(“the Parking Spaces”)

TO HAVE ACCESS TO AND UTILIZE the Parking Spaces for the term and under the conditions hereinafter stated.

1. Term. The term of this License Agreement (the “Term”) shall commence on the 1<sup>st</sup> day of December, 2022 and shall continue for a period of Three (3) years ending on the 30<sup>th</sup> day of November, 2025, except that either party will have the right after December 1<sup>st</sup>, 2023 to terminate this agreement with notice of such intent provided in writing not later than 90 days prior to the termination date.

(Conditioned on Kare Partners, LLC taking ownership of the Belmont Middle School Property, or Term date will change to change accordingly to date Kare Partner’s LLC, takes ownership Belmont Middle School Property.)

(Further Conditioned on Approval by vote of the congregation of Licensor according to its constitution.)

2. License Fee. In consideration of the licensing of the Parking Spaces by Licensor, Licensee covenants, stipulates, and agrees to a License Fee in advance in the sum of

38 spots at the rate of \$3 per spot, 5 days a week, 52 weeks a year = \$29,640

All spots or the Approved Spots for Special Events = \$360

TOTAL

=====  
\$30,000  
(Or \$2,500  
Monthly)

Two Thousand Five Hundred dollars (\$2,500.00) each month. Such payment shall be made to Licensor at the address indicated in Paragraph 8 or to such other place as Licensor may designate in writing.

3. Use of Parking Spaces. Licensee accepts the Parking Spaces “as is” and shall use the Parking Spaces for a parking lot for itself and others from the hours of 7:00 am. until 7:00 pm, Monday through Friday, (the “Designated Hours”), except that, on rare occasion, the licensor may require access to the parking spots at an earlier hour. Should this be the case, licensor will provide parking in its upper parking lot.

4. Indemnity. Licensee will indemnify and save harmless Licensor from any and all loss, cost and expense resulting from claims for bodily injury, wrongful death and property damage arising out of or in any way connected with the Licensee’s use of the Parking Spaces during the License Term. Licensee shall continuously maintain liability insurance in an amount of \$1,000,000/\$2,000,000/\$500,000 and shall furnish Licensor with evidence of its coverage, with Licensor being named an additional insured.

5. Condition of Parking Spaces. Licensee shall keep and maintain the Parking Spaces in clean condition and shall ensure that the Parking Spaces are free of debris and/or any other item(s) that may impede Licensor’s use of the Parking Spaces, however, nothing in this agreement shall require Licensee to clean the Parking Spaces after use by the Licensor. In addition, Licensee agrees to keep the leased 38 parking spaces and licensor-owned access sidewalks free of snow and ice in the event of such inclement weather.

6. Default and Remedies. The following shall be deemed to be Events of Default by Licensee under this License Agreement:

(a) The failure of Licensee to make any payment of License Fee within ten (10) days after Licensor shall have given Licensee written notice of such failure; or

(b) The failure of Licensee to perform any other condition herein contained for more than twenty (20) days after Licensor has given written notice of such failure.

In the case of an Event of Default by Licensee that has not been cured, Licensor may serve written notice upon Licensee that the Licensor elects to terminate this License Agreement upon a specified date not less than thirty (30) days after such written notice, and in such event this License Agreement shall then terminate.

If the Licensor shall at any time fail to perform any of the covenants, conditions or provisions of this License Agreement and such default is not cured within thirty (30) days after receipt of a written notice thereof from Licensee, then in such case, Licensee shall have the right to terminate this License Agreement and to pursue all of the remedies available to Licensee at law or in equity for breach of this License Agreement.

No default hereunder shall be deemed waived by either party unless such waiver is given in writing.

7. Binding Law/Governing Effect. It is further hereby expressly agreed that all covenants and agreements herein made shall extend to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, and that no modifications of this License Agreement shall be binding unless evidenced by an agreement in writing signed by both the Licensor and the Licensee.

8. Notices. Any notice provided herein shall be deemed to have been served sufficiently if the same shall be in writing and either hand delivered to the addressee designated below or mailed via registered or certified mail, return receipt requested, or sent by a national overnight courier service with next business day delivery guaranteed, addressed as follows:

AS TO LICENSOR:

FIRST BAPTIST CHURCH BELMONT

Attn: Pastor Andrew Renfroe

First Baptist Church Belmont

23 N. Central Avenue  
Belmont, NC 28012

AS TO LICENSEE:

KARE PARTNERS, LLC

Attn: Paul Koppang

2675 Court Drive  
Gastonia, NC 28054

Or to such other addresses as Licensor and Licensee may direct from time to time by written notice forwarded by registered or certified mail to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

LICENSOR:

FIRST BAPTIST CHURCH BELMONT

By: Gretchen A. Hofmann

Name: Gretchen A. Hofmann

Title: FBCB Trustee

By: [Signature]

Name: Daron V. Evans

Title: FBCB TRUSTEE

By: [Signature]

Name: Michael F. Curtin

Title: FBCB Trustee

LICENSEE:

KARE PARTNERS, D/B/A COMPLEAT KIDZ

By: [Signature]

Name: PAUL KOPPANE

Title: CHIEF FINANCIAL OFFICER