

PARKING AVAILABILITY AGREEMENT
BETWEEN
THE BIRMINGHAM PARKING AUTHORITY
AND
20TH STREET NORTH QOZB, LLC

THIS PARKING AVAILABILITY AGREEMENT made this the 4th day of
January, 2022, by and between The Birmingham Parking Authority, a public corporation
organized and existing under the laws of the State of Alabama, (hereinafter referred to as “BPA”),
and, 20TH STREET NORTH QOZB, LLC (hereinafter referred to as “205 20TH STREET
NORTH QOZB, LLC ”) a limited liability company organized and existing under the laws of the
State of Alabama, its designated affiliates, successors and assigns;

W I T N E S S E T H:

WHEREAS, 20TH STREET NORTH QOZB, LLC will be undergoing a construction
effort in 2022 to renovate an office building known as “The Frank” located at 20th Street North, in
downtown Birmingham, Alabama (hereafter “The Frank”).

WHEREAS, 20TH STREET NORTH QOZB, LLC is desirous of parking spaces in Deck
6 located at 2010 2nd Avenue, North, Birmingham, Alabama 35203; BPA is desirous of providing
20TH STREET NORTH QOZB, LLC with the First Right of Refusal to access up to one hundred
eighty (180) parking spaces for tenants, guests, employees, invitees and agents of The Frank.

WHEREAS, the BPA is willing to provide 20TH STREET NORTH QOZB, LLC with
the first right of access one hundred eighty (180) parking spaces in Deck 6 for license by the
tenants, guests, employees, invitees, and agents of the 20TH STREET NORTH QOZB, LLC

Development “The Frank” under the terms and conditions provided for in this Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Parking Agreement the parties do hereby agree as follows:

SECTION ONE

RIGHT OF FIRST REFUSAL

1. BPA agrees to provide to 20TH STREET NORTH QOZB, LLC the first right to access one hundred eighty (180) parking spaces in Deck 6 for license by the tenants, guests, employees, invitees, and agents of The Frank under the terms and conditions provided for in this Parking Agreement.

SECTION TWO

DURATION OF OPTION

2. The first right to access parking spaces must be exercised within thirty (30) days of issuance of the Certificate of Occupancy or within thirty (30) days from the date of notice by the BPA to 20TH STREET NORTH QOZB, LLC of an alternate request to the BPA for said parking spaces available in Deck 6 effective for any time after January 1, 2022 or such other time as mutually agreed upon by the parties.

SECTION THREE

EXERCISE OF OPTION

3. 20TH STREET NORTH QOZB, LLC shall have the exclusive right and option to access up one hundred eighty (180) of the subject parking spaces upon the terms and conditions as stated by BPA for a period of thirty (30) days from and after the receipt of notice from the BPA of an alternate request for the subject parking spaces in Deck 6.

SECTION FOUR

LICENSE TO OTHER PARTIES

4. Only after 20TH STREET NORTH QOZB, LLC has notified, in writing, BPA of its decision not to exercise its first right to access parking spaces, or only after the time stated above for 20TH STREET NORTH QOZB, LLC to exercise its option has expired may the BPA license to any other person, partnership, corporation or entity any of the subject parking spaces now covered by this Parking Agreement.

SECTION FIVE

EXERCISE OF RIGHT OF REFUSAL

5. In the event that 20TH STREET NORTH QOZB, LLC timely exercises its right of first refusal as provided above, upon receipt of notice by the BPA from 20TH STREET NORTH QOZB, LLC of its refusal to accept the designated parking spaces, the BPA may make available to other parties the parking spaces made available by this Parking Agreement. If 20TH STREET NORTH QOZB, LLC fails to timely exercise its right of refusal or access to parking spaces, the BPA may make available to other parties the parking spaces made

available by 20TH STREET NORTH QOZB, LLC 's failure to timely exercise Rights under this Agreement.

SECTION SIX

PARKING RATES, TERMS AND CONDITIONS

6. The parking space license rate charged by BPA to the tenants, guests, employees, invitees, and agents of 20TH STREET NORTH QOZB, LLC shall be at the Board approved rate for other parking customers at Deck 6. The same may be adjusted or extended from time to time following said first year term, as approved by the Board. It is understood and agreed that the parking right herein described shall be a license in accordance with the prevailing terms and conditions set by the BPA to use unassigned spaces within the decks described and shall not convey any interest whatsoever in the real estate. The license agreements executed under this availability agreement shall be available for an initial term of five (5) years followed by three 5-year options to automatically renew in accordance with BPA licensing procedures. Subject to the provisions hereof, said license shall be fully assignable by 20TH STREET NORTH QOZB, LLC to any tenant, or employee of tenants in The Frank, with the prior written consent of BPA, which consent shall not be unreasonably withheld by BPA (Exhibit A - Sample Standard License Agreement).

SECTION SEVEN

GOVERNING LAW

7. It is agreed that this Parking Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

SECTION EIGHT

ENTIRE AGREEMENT

8. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent that any preceding agreement is incorporated by reference into this Agreement.

SECTION NINE

MODIFICATION OF AGREEMENT

9. Any modification of this Agreement of additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TEN

NOTICES

10. Any notice, demand, consent, authorization or other communication (hereinafter collectively referred to as "Notice") which either Party is required or may desire to give or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing, signed by the Party giving such Notice, and hand delivered to the other Party or sent by United States certified mail, return receipt requested addressed to the other Party as follows (or to such other address or person as either Party entitled to notice may provide by written notice to the other Party):

To BPA: Executive Director
 Birmingham Parking Authority
 1732 Fifth Avenue North
 Birmingham, Alabama 35203

With a copy to: LaVeeda Morgan Battle
 The Battle Law Firm, LLC
 P.O. Box 360565
 Hoover, Alabama 35236-0565

To 20th Street North QOZB, LLC :
 Hailey Oliff
 Manager
 c/o Orchestra Partners
 1820 Third Avenue North
 Birmingham, AL 35203

Or such other or additional address designated in writing by the party.

THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, THE BIRMINGHAM PARKING AUTHORITY has caused this agreement to be executed by, Wanda Knight, its Interim Executive Director, both on the day and year first above written.

THE BIRMINGHAM PARKING AUTHORITY

Wanda Knight

By: Wanda Knight

Its: Interim Executive Director

STATE OF ALABAMA)

JEFFERSON COUNTY)

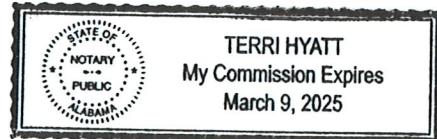
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Wanda Knight, whose name as Interim Executive Director of Birmingham Parking Authority, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said Authority.

Given under my hand and official seal this 10th day of January, 2022.

Terri Hyatt

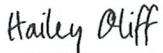
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, has caused this agreement to be executed by,
Hailey Oliff _____, its Manager _____, both on the day and year first above
written.

20TH STREET NORTH QOZB, LLC, LLC

DocuSigned by:

Hailey Oliff
CB8DF0A5AE2344D...

By: Hailey Oliff

Its: Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Hailey Oliff, whose name as Manager of 20th Street North QOZB, LLC , is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said Company.

Given under my hand and official seal this 4th day of January, 2022.



Mary Claire Weeks
Notary Public

My Commission Expires:

MARY CLAIRE WEEKS
Notary Public, Alabama State At Large
My Commission Expires Sept 23, 2024

SAMPLE STANDARD LICENSE AGREEMENT

Parking Space License Agreement
Between
The Birmingham Parking Authority
And

THIS PARKING SPACE LICENSE AGREEMENT (the “Agreement”) is made and entered into this the _____ day of _____, 202____ (the “Commencement Date”), by and between _____, organized under the laws of the state of Alabama, (The “Licensee”), and **the Birmingham Parking Authority**, a public corporation, organized and existing under the laws of the state of Alabama, (the “Authority” or “Licensor”). Licensor and Licensee hereinafter each may be referred to individually as the “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the City of Birmingham (“City”) is desirous of increased development in its downtown area and the parking needs of the Licensee brings new development downtown and the Licensee has an increased need for parking spaces in Decks _____ and _____, as specifically designated below; and

WHEREAS, pursuant to monthly Individual License Agreements as required herein, Licensor will provide public parking in Decks _____ and _____ in non-designated spaces at the rates specified herein; and

WHEREAS, Licensee has requested to license up to _____ non-designated parking spaces (“Parking Spaces”) with non-designated parking spaces in Decks _____ and _____;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do hereby agree as follows:

1. Lessor does hereby license to the Licensee up to _____ Parking Spaces as defined herein for use associated with the Licensee on the following terms and conditions:

(a) This Agreement shall commence on _____, the Commencement Date and terminates 5 years hence on _____ the “Initial Term”) and thereafter will continue with annual term renewable options unless this Agreement is earlier terminated by either party in the manner provided herein.

(b) In consideration of this Agreement, the Licensee shall pay to the Authority a monthly fee for each of the Parking Spaces. The initial monthly fee shall be \$_____ monthly for each of the Parking Spaces. Thereafter, the rate shall be the regular rate as then established by the Board of the Lessor. The payments shall be sent to the Authority’s office located at 1732 Fifth Avenue North, Birmingham, Alabama 35203, or such other place as the Authority may direct. Payment shall be in advance on or before the first day of each month and shall be payable upon execution of this Agreement. Payment is considered delinquent on or after the 10th of each month. Any delinquent service charge due to be paid, shall be paid by the Licensee in accordance with this Agreement. If the account becomes one (1) month past due, this Agreement shall be considered in default as provided in paragraph 12 of this Agreement. The Parties agree that all

payments for all of the Parking Spaces shall be paid by the Licensee to the Lessor and not by the Individual Licensees as defined herein.

(c) The Licensee shall be allowed to place such temporary signage as may be reasonably necessary at the onset of this Agreement to provide directions to employees, or guests parking in the deck as may be reasonably approved by the Authority.

2. This Agreement will terminate on _____, upon the expiration of the Initial Term. Thereafter, this Agreement may be renewed at the rate established by Lessor at that time.

3. Licensee may not assign this Agreement or any portion thereof to any party without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. This Agreement may be terminated by the Lessor if there is any transfer of the interest of Licensee other than to a mortgagee pursuant to a foreclosure or deed in lieu of foreclosure or in violation of this Agreement, or if Lessor no longer manages the Deck 6 for the City of Birmingham.

4. Without any requirement of obtaining the prior written consent of Lessor, Licensee shall have the right to fully assign any Parking Spaces licensed by this Agreement to any employee of the Licensee (hereinafter referred to individually as "Individual Licensee" and collectively as "Individual Licensees").

5. An Individual License Agreement shall be executed between the Authority and each employee or tenant Individual Licensee who uses a Parking Space. The necessary terms of the Individual License Agreement shall appear on a writing provided to the Individual Licensee at the time Licensee assigns any Parking Space to such Individual Licensee. The Individual License

Agreement shall contain a portion of the language substantially similar to the language found on **Exhibit “B”** attached hereto and made a part hereof or any successive Individual License Agreement adopted by the Licensor. The terms of the Individual License Agreement are subject to change in accordance with determinations by the Board of Directors of the Authority. Any Individual Licensee receiving a month-to-month license to park in the Decks____ or ____ shall follow the procedure instituted by Licensor for month-to-month parkers under this Agreement. During the life of this Agreement, any of Parking Spaces may be licensed to third parties on a month-to-month basis.

6. During any Term, any of the Parking Spaces may be licensed to Individual Licensees on a month-to-month basis. Licensee's representatives, on behalf of such Individual Licensees, shall be required to follow a procedure established by Licensor to properly account for such Individual Licensees and their use of parking access cards in order to access the Parking Spaces. If the Licensee or Individual Licensee loses the parking control card furnished by the Authority, the Licensee will pay the Authority \$10.00 for a replacement card. Upon the termination of this Agreement, the Licensee will return to the Authority the parking control card. The replacement charge for broken cards will be \$10.00.

7. Individual Licensees shall abide by all rules posted in the subject Decks. Licensor shall provide Licensee no less than thirty (30) day's written notice of any rules adopted by the Licensor applicable to each Deck after the Commencement Date, said rules to be effective only after the expiration of said thirty (30) day period.

8. Except to the extent of the Authority's or its representatives' or agent's negligence or culpable conduct, the Authority shall not be responsible in any way for an injury to, or property

loss of, the Licensee or its officers, agents, employees or guests. To the extent allowed by law, Licensee hereby agrees to indemnify and hold harmless as to all loss or expense arising there from including reasonable attorneys' fee, the Authority and its officers, directors, employees, agents and other representatives from any and all liability or claims of liability, damages, suits or actions of any nature whatsoever and any loss, cost or expense, including attorney's fees for damages to property and for injury or death to persons occurring in Deck ____ or Deck ____ and arising from the negligence of Licensee under this Agreement or from act or failure to act by any employee, officer, agent, representative, customer or any person whatsoever invited or directed to the Deck ____ or Deck ____ by Licensee, whether the claim arises on the premises of the Authority or any other Authority or City property use under this Agreement, or whether the claim is meritorious or frivolous. Licensee will not be responsible for environmental conditions at Parking Deck ____ or Deck ____ except for those caused by hazardous materials brought to the Parking Deck by Licensee. Licensee will not be required to indemnify or hold harmless the Authority and its officers, directors, employees, agents and other representatives for occurrences caused by their own negligence.

9. Licensor may terminate this Agreement for violations of its posted rules and regulations, said termination to be effective sixty (60) days after Licensee's receipt from Licensor of written notice terminating this Agreement which shall be provided to Licensee in the manner provided in Paragraph 10 below; provided, however, that Licensor shall not terminate this Agreement if, within said sixty (60) day period after Licensee's receipt from Licensor of said written termination notice, Licensee substantially cures said violations of such posted rules and regulations, or within such reasonable time as is necessary to substantially cure said violations if such cure is not capable of being completed within said sixty (60) day period. The mortgagee and

or limited partner of the Licensee shall have the right, but not the obligation, to cure any such default, on behalf of the Licensee. During the Initial Term or any Renewal Term, Licensee may terminate this Agreement at any time by providing sixty (60) days written notice of termination to Licensor in the manner provided in Paragraph 10 below and surrendering the parking control cards issued hereunder by hand delivery to Licensor at the address provided for notice to Licensor in Paragraph 10 below. Any parking control card must be returned to Licensor on the last day it is used by Licensee. Licensee will be charged a prorated fee on a standard thirty (30) day month basis for each day the parking control card is in Licensee's possession until it is received by Licensor. On any termination by Licensee after the twentieth (20th) day of any month, Licensor shall not be obligated to return any fee or any part of any fee Licensee has heretofore paid to Licensor for the month in which the termination occurs; provided, however, that any fees paid by Licensee for use of the Parking Spaces in the month or months following the month in which termination occurs will be refunded.

10. Any notice, demand, consent, authorization or other communication (hereinafter collectively referred to as "Notice") which either Party is required or may desire to give or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing, signed by the Party giving such Notice, and hand delivered to the other Party or sent by United States certified mail, return receipt requested addressed to the other Party as follows (or to such other address or person as either Party entitled to notice may specify by Notice to the other Party):

To Licensor: Executive Director
 Birmingham Parking Authority
 1732 Fifth Avenue North
 Birmingham, Alabama 35203

With a copy to: LaVeeda Morgan Battle
The Battle Law Firm, LLC
PO Box 360565
Birmingham, Alabama 35236-0565

To Licensee:

With a copy to:

Or such other or additional address designated in writing by the party.

11. This Agreement, including all referenced exhibits, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either Licensee or Lessor has authority to make, or has made any statement, agreement or representation, oral or written, in connection with the Agreement which can in any way be deemed to modify, add or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. Except as provided herein, no modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

12. (a) The occurrence of any one or more of the following events shall constitute a default hereunder: (1) Failure of Licensee to pay any fees or monies hereunder when due for more than sixty (60) days after written notice of such notice of such default shall have been given to Licensee; or (2) Failure of Licensee to perform any of the terms, covenants or conditions of this

Agreement to be observed or performed by Licensee, other than payment of any fees or any monies hereunder when due, for more than sixty (60) days after written notice of such default shall have been given to Licensee, provided, however, that in the event Licensee promptly commences and diligently pursues cure of such default after such written notice has been given, Licensee may have such reasonable time as is necessary to cure such default if such cure is not capable of being completed within sixty (60) days from the date of such written notice; or (3) The insolvency of, general assignment by, filing of petition in bankruptcy, by or against, filing of application in any Court for receiver for Licensee, or any of the assets of Licensee, or on the happening of any one or more of said events, provided, however, that Licensee shall have sixty (60) days from the time of any one of said events to have dismissed any filing of a legal proceeding against Licensee seeking any reorganization, liquidation, dissolution, receivership or other similar relief under any present or future federal, state or other statute, law or regulation relative to bankruptcy or insolvency or such reasonable time as is necessary to have such legal proceeding dismissed if not capable of being dismissed within sixty (60) days from the date of filing; or (4) Abandonment of the premises by Licensee for a period of ninety (90) consecutive days, or failure to operate as a hotel resulting in no parking spaces being utilized for ninety (90) consecutive days, provided, however, that any such abandonment of the or failure to operate as a hotel shall not be considered a default hereunder if due to acts of God or government, civil commotion, military authority, terrorist activities, riots, strikes, work stoppages, labor shortages, fire, or other causes, with direct impact on Licensee and beyond Licensee's reasonable control, provided that such party is not otherwise at fault or responsible under the terms of this Agreement prior to the occurrence of such cause.

(b) Subject to Licensee's right to substantially cure any default under this Agreement within sixty (60) days of Licensee's receipt of Licensor's written notice of such default, or within such reasonable time as is necessary to substantially cure such default if such cure is not capable of being completed within said sixty (60) period, upon Licensee's failure to cure a default as hereinabove provided, Licensor shall have all rights and remedies allowed at law, in equity, by statute and otherwise, including but not limited to: (1) the right to terminate this Agreement upon sixty (60) days' written notice, (2) the right to reclaim the Parking Spaces available hereunder by summary proceedings or otherwise, (3) the right to expel Licensee and remove all property hereunder, (4) the right to relicense the Parking Spaces, and/or (5) the right to claim as accelerated payments due under this Agreement the amount of payments which would have been due from Licensee for the sixty (60) day period following the effective date of termination of this Agreement.

13. This Agreement shall be governed by the State of Alabama. The invalidity or unenforceability of any provisions hereof shall not affect or impair any other provision.

IN WITNESS WHEREOF, Licensee has caused this Agreement to be executed by The Manager, who is fully authorized to execute this Agreement, and Licensor has caused this Agreement to be executed by _____, its _____ Executive Director, who is fully authorized to execute this Agreement, both on the day and year first above written.

[Signatures to follow]

BY: _____
ITS: MANAGER

DATE: _____

STATE OF ALABAMA)

)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that _____, whose name as _____ of _____, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said limited liability company.

Given under my hand and official seal this _____ day of _____, 202__.

Notary Public
My Commission Expires: _____

BIRMINGHAM PARKING AUTHORITY,
an Alabama public corporation

By

Its: Interim Executive Director

STATE OF ALABAMA)
_____)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Wanda Knight, whose name as Interim Executive Director of THE BIRMINGHAM PARKING AUTHORITY, a public corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and on behalf of said public corporation.

Given under my hand and official seal this _____ day of _____, 202__.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

INDIVIDUAL LICENSE AGREEMENT OF BIRMINGHAM PARKING AUTHORITY

1. This Individual License Agreement (the "License") is executed in accordance with the terms and conditions of that other agreement entitled "PARKING SPACE LICENSE AGREEMENT" made and entered by and between _____, **Alabama**, and The **Birmingham Parking Authority** (herein called the "Authority"). The terms and conditions of the above identified PARKING SPACE LICENSE AGREEMENT are incorporated herein by reference. The Authority hereby grants to the undersigned Individual Licensee this License for the privilege of parking by the month in Parking Deck ____, for a period of one month, continuing from month to month thereafter until this License is terminated by either party in the manner provided in Sections 6 or 10 below.

2. In consideration of the license the Authority hereby grants, the Individual Licensee shall pay to _____ a monthly fee for each parking space specified (or such other monthly fee as the parties hereto may mutually agree to in writing by amendment to this paragraph. The Licensee will forward full payment for the parking space that is the subject of this Individual License Agreement in accordance with the aforementioned Parking Space License Agreement to the Authority on behalf of Individual Licensee. Payment shall be in advance, on or before the first day of each month (except that the monthly fee shall be prorated on a standard thirty (30) day month basis if the license becomes effective on any day other than the first day of a calendar month, and shall be payable upon execution of this license agreement).

(paragraph three deleted)

4. If the Individual Licensee loses the cardtrol parking card furnished by the Authority or if the cardtrol parking card becomes damaged, the Individual Licensee will pay the Authority **\$10.00** for a replacement card. Upon the termination of this license, the Licensee will be required to return the cardtrol parking card to _____.

5. The Individual Licensee will use the cardtrol parking card to enter and depart from the parking facility. If the Individual Licensee pulls a ticket to admit a vehicle into the parking facility, then the amount owing for such vehicle when the vehicle departs shall be the amount owed according to the ticket. The cardtrol parking card is non-transferable and if anyone other than the Individual Licensee is found using the cardtrol parking card to enter or exit the parking facility, such use shall be grounds for the Authority to cancel the cardtrol parking card and to revoke and terminate the license hereby granted without further notice.

6. The Individual Licensee shall abide by all posted rules located in the parking facility specified herein. The Authority has the discretion to immediately terminate this license for repeated violations of these posted rules by the Individual Licensee, Individual Licensee's guests, employees, or invitees.

7. The Authority will not be responsible for injury of the Individual Licensee or the Individual Licensee's guests, employees or invitees, or for loss of, or damage to any vehicle while in the parking facility, and Individual Licensee assumes all risk of such injury, loss or damage, and agrees to indemnify and hold the Authority harmless from loss or expense arising there from, including attorney fees incurred in litigation with third parties or with Licensee.

8. If the Authority terminates or revokes the license hereby granted for any cause which is above specified as a ground of termination or revocation, the Authority shall not be obligated to return any fee or any part of any fee the Individual Licensee has heretofore paid for prior or current use. In the event the Individual Licensee pays the entire amount due at the beginning of this agreement, in that the agreement is on a month to month basis the Authority shall refund any sums paid for future use.

9. In the instance that a Special Event in the City of Birmingham requires the use by the general public of the parking facility, the Authority shall grant to the undersigned Individual Licensee the privilege of the Special Event, or as otherwise indicated at the discretion of the Authority. This assignment of parking facilities during Special Events does not alter Section 1-7 of this Agreement during the period of time that the Individual Licensee is using the aforementioned alternate parking facility.

10. In addition to the termination provided for above, the Authority may terminate this license by giving to the Individual Licensee not less than thirty (30) days written notice of termination which shall be mailed to the Licensee by United States mail, first-class, postage prepaid, addressed to the Licensee. The Licensee may terminate this license at any time by submitting a notice of termination to the Authority in writing, via email to accounting@bhamparking.com, or in person at the Authority's office located at 1732 5th Avenue North, Birmingham, AL 35203. The termination will be effective as of the date the notice is received by the Authority. A refund of prepaid parking fees, if any, will be prorated as of the date the termination notice is received. On any termination by Licensee after the 20th of any month, the Authority shall not be obligated to return any fee or any part of any fee the Licensee has heretofore paid to the Authority for the month in which the termination occurs. All fees paid for future use will be refunded.

The Authority and the Licensee enter into this agreement on the _____ day of _____, 20____

By _____
BPA Representative