

AGREEMENT¹

Agreement dated January 10, 1990, between Any Company, Inc. (herein called Any Company, Inc.), and Another Corporation (herein called Another Corporation) for rental of parking spaces at ParkCo® Parking Garage (herein called Garage).

It is Agreed between the parties that Any Company, Inc. shall pay therefor the sum of \$ 50,000.00 as follows:

A non-refundable deposit of 25% per parking space must accompany a signed copy of this agreement. The non-refundable balance of the bill must be paid at least 45 days prior to occupancy. Occupancy will not be permitted without full compliance.

It is Further Agreed that if Any Company, Inc. fails to comply in any substantial respect with the terms of this agreement, Another Corporation shall have the right without notice to Any Company, Inc., to sell said space at public or private sale, the said Any Company, Inc. to be liable for any deficiency, loss, or damage suffered by Another Corporation by reason of the premises herein stated, which said deficiency, loss or damage, Any Company, Inc. agrees to said to the said Another Corporation upon demand together with the reasonable Any Company, Inc. expenses and costs incurred by reason thereof, or Another Corporation at its option may retain payment made by Any Company, Inc. as liquidated damages. The actual occupancy of said parking space by any vehicle is of the essence hereof, and upon default by Any Company, Inc. as herein provided Another Corporation is expressly authorized to occupy or to cause said parking space to be occupied in such a manner as it may deem best for the interests of the said Garage, without any rebate or allowance whatsoever therefor to said Any Company, Inc. and without in any way releasing said Any Company, Inc. from any liability hereunder, and said Any Company, Inc. Any Company, Inc. expressly agrees to pay said Another Corporation the full sum as hereinabove set forth.

It is Further Agreed that in case said premises shall be destroyed by fire or by the elements or by any other cause, or in case Government intervention or regulation, military activity, strikes, or any other circumstance shall make it impossible or inadvisable for Another Corporation to provide occupancy at the time and place herein provided, then and thereupon this contract shall terminate and said Any Company, Inc. shall and does waive any claim for damages or compensation, Any Company, Inc. except pro rata return of the amount paid after deduction of actual Any Company, Inc. expenses incurred in connection with preparation for occupancy and there shall be no further liability on the part of either party.

It is Further Agreed that Any Company, Inc. shall not assign or sublet any part of the said parking space without the consent of Another Corporation in writing. All vehicles are to be subject to the approval of Another Corporation. Only the vehicle of the party whose name appears on the face of this contract can be parked in said parking space. Another Corporation reserves the right to re-allocate parking spaces in the event changes in the floor plan of the Garage are required by structural changes in the building by municipal authorities, or in the interest of better traffic control.

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It is Further Agreed that the condition, rules and regulations printed on the reverse side hereof are made a part thereof as though fully incorporated herein.