LICENSE AGREEMENT
(Gautier Mullet and Music Fest)

THIS AGREEMENT ("Agreement") made this ___ day of _____, 2014, by and between LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company hereinafter referred to as "Licensor", and the City of Gautier, Mississippi (a political subdivision of the State of Mississippi), hereinafter referred to as "Licensee."

RECITALS

WHEREAS, Licensor is the owner of certain real property located at 3200 Highway 90 in Gautier, Jackson County, Mississippi upon which it operates a retail store (the "Retail Property").

WHEREAS, Licensor is also the owner of certain real property in Gautier, Jackson County, Mississippi depicted on Exhibit "A" attached hereto and labeled as the "Property" (the "Property").

WHEREAS, Licensor desires to grant, and Licensee desires to obtain, certain rights to use the Property (but not the Retail Property) as described on Exhibit "B" attached hereto (the "Licensed Area") subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged and the terms of which are hereinafter outlined, the parties agree as follows:

1. Licensor hereby grants to Licensee a temporary, non-exclusive license (the "License") to occupy and use the Licensed Area for the purposes and subject to the conditions set out on Exhibit B (the "Use") attached hereto.

2. Licensee agrees its Use of the Licensed Area shall be in compliance with any and all conditions of any applicable permits, licenses and other governmental and regulatory approvals and in compliance with all applicable laws, statutes, and governmental rules and regulations, including but not limited to, those relating to Environmental Laws as defined herein. This License will be used by Licensee and its employees, agents, and representatives, subject to all the terms and conditions of this Agreement.

3. No fee will be charged for the Use of the Licensed Area during the term of this Agreement.

4. Licensor hereby grants to Licensee the non-exclusive right and privilege, at Licensee's sole cost and expense, to enter on the Licensed Area for the Use set out herein. Licensee's Use of the Licensed Area shall be conducted in a manner whereby it will not preclude or interfere with Licensor's use of the Licensed Area and/or the Retail Property. Additionally, Licensee will closely monitor and take corrective measures, if necessary, to ensure that at all times, its employees, agents and invitees act responsibly, do not drive recklessly on or litter the Licensed Area and/or the rest of the Property.

5. The Licensed Area may be used by Licensee solely for the Use described in Exhibit B during the period beginning on October 18, 2014 and ending on October 19, 2014. Notwithstanding anything contained herein to the contrary, Licensor may terminate this Agreement for any reason or no reason upon five (5) days notice to Licensee.

6. On expiration or termination of the License granted by this Agreement, Licensee shall quietly and peaceably surrender the Licensed Area in a manner that fully complies with all applicable state, federal, or local statute, regulation or ordinance and will leave the Licensed Area in as good condition as such Licensed Area was in at the time of Licensee's entry on the Licensed Area under this Agreement. Furthermore, the terms of this Agreement that would, by their nature, survive termination, including, without limitation, the terms that govern Licensee's removal obligations, and Licensee's indemnification obligations, both environmental and otherwise, as well as this survival provision, will survive any termination or expiration of this Agreement.

7. Licensee agrees to defend and to indemnify and hold Licensor, its parent, subsidiaries, affiliates, and its and their officers, directors, shareholders, agents, employees, and representatives harmless from and against any and all losses, costs, claims, damages, and liabilities, including reasonable attorney's fees, court costs, and fees of expert witnesses, arising from Licensee's use of the Licensed Area and from any of Licensee's activities conducted on the Licensed Area in connection with Licensee's use of the Licensed Area, specifically including the use and activities of Licensee's employees, agents, and invitees.

8. During the term hereof, Licensee shall keep in full force and effect a policy of commercial general liability insurance with respect to Licensee's Use of the Licensed Area and/or the rest of the Property and the operations of Licensee, with a limit for bodily injury, death, damage and personal injury of not less than Two Million Dollars ($2,000,000.00) per occurrence. Two Million Dollar ($2,000,000) general aggregate and Two Million Dollar ($2,000,000) products/completed operations aggregate. The policy shall name Licensee as insured and Licensor as additional insured and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Licensor thirty (30) days prior written notice. Licensee shall also maintain commercial automobile liability insurance with a minimum combined single limit of Two Million Dollars ($2,000,000.00). Licensor shall be named additional insured under the automobile liability policy. Licensee shall also provide evidence of workers' compensation coverage as required by applicable regulation or statute covering any of Licensee's employees who are present on the Licensed Area and/or the rest of the Property. A certificate of insurance shall be delivered to Licensor evidencing the coverage required herein prior to entering upon the Licensed Area and/or the rest of the Property.

9. Environmental Indemnification. Licensee agrees to indemnify, defend and hold the Licensor, its parent subsidiaries, affiliates, and its and their officers, partners, directors, shareholders, employees, agents, tenants, and sub-tenants harmless from any claims, judgments, damages, fines, penalties, costs, liabilities or losses in connection with the presence of Hazardous Materials, as defined herein below, on or under the Property to the extent such Hazardous Materials are Released and present as the result of the acts or omissions of Licensee, it's officers, partners, employees, agents, representative and contractors. Licensee agrees, at it's sole cost and expense, to promptly remediate any contamination of the Property in accordance with applicable law which is the result of the acts or omissions of Licensee thereof and Licensee agrees to indemnify, defend (with counsel acceptable to the

Licensor, in its sole discretion) and hold harmless the Licensor from and against any and all claims, actions, causes of action, damages, liabilities, liens, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and disbursements) resulting from or arising in connection with any release, spill, government requirements/actions/investigations, contamination and/or remediation activities. In the event Licensee must perform remediation as contemplated herein, Licensee agrees to use its best efforts to avoid interference with the building or operations of Licensor on the Property.

As used in this Agreement, the following terms shall have the following meanings:

a) "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law (as defined hereinafter). Without limiting the generality of the foregoing, the term shall mean and include:

i. "Hazardous Substance(s)" as defined in CERCLA (as defined hereinafter), SARA (as defined hereinafter),or Title III of the SARA (as defined hereinafter), each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, and any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined s hazardous, special or toxic materials, substances or waste;

ii. Hazardous Waste" as defined in the RCRA (as defined hereinafter), and regulations promulgated thereunder;

iii. "Materials" as defined as "Hazardous Materials" in the HMTA (as defined hereinafter), as amended, and regulations promulgated thereunder; and

iv. "Chemical Substance or Mixture" as defined in the TSCA (as defined hereinafter), as amended, and regulations promulgated thereunder.

b) "Released" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

c) "Environmental Law" shall mean shall mean any federal, state or local statute, regulation or ordinance or any judicial of administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials', drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statues, and regulations, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time:

i. the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601, et seq.) ("CERCLA");

ii. the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.) ("RCRA");

iii. the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, *et seq.)* (the "HMTA")

iv. the Toxic Substances Control Act (15 U.S.C Section 2061, *et seq.);*

v. the Clean Water Act (33 U.S.C. Section 1251, *et seq.);*

vi. the Clean Air Act (42 U.S.C. Section 7401, *et seq.);*

vii. the Safe Drinking Water Act (21 U.S.C. Sections 349, 42 U.S.C. Section 201 and Section 300f, *et seq.);*

viii. the National Environmental Policy Act (42 U.S.C. Sections 4321, *et seq.*);

ix. the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 33 U.S.C. and 42 U.S.C.) ("SARA");

x. Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101, *et seq.) (*"Title III of the SARA");

xi. the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901, *et seq.);*

xii. the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, *et seq.);*

xiii. the Noise Control Act (42 .S.C. Section 4901, *et seq.);* and

xiv. the emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100, *et seq.).*

10. This Agreement and the rights created herein shall not be recorded in the public records.

11. Licensee may not assign its rights hereunder without first obtaining Licensor's approval, which may be granted or withheld in Licensor's sole discretion.

12. This Agreement shall constitute the entire agreement between the parties and 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 incorporated in this Agreement. No alteration, modification, amendment, or waiver hereto shall be valid unless evidenced by a writing signed by both parties hereto.

13. In the event of any litigation or arbitration between Licensor and Licensee relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

14. Licensee shall not permit the roads or any driveways, sidewalks or other rights-of-way adjacent to the Licensed Area to be obstructed or disturbed in connection with the Use of the Licensed Area.

15. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and must be (i) delivered personally (with written confirmation thereof); (ii) sent by a nationally recognized overnight courier (subject to written delivery confirmation thereof); (iii)

faxed to the appropriate numbers listed below (subject to overnight delivery of the original pursuant to the terms set forth herein); or (iv) sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. The initial addresses of the Parties shall be:

LICENSOR: LOWE'S HOME CENTERS, LLC
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Attn: Property Management

With copy to:
Lowe's Companies, Inc.
1000 Lowe's Boulevard
Mooresville, NC 28117
Attention: Legal Department (NB6LG)

LICENSEE:
City of Gautier
3330 Highway 90
Gautier, MS 39553
Attention: Chassity Bilbo (City Manager)

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail or upon confirmation of the facsimile transmittal as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least ten (10) days prior written notice thereof, either party may from time to time change its address to any other address within the United States of America.

16. The failure of either party to this Agreement to insist upon the performance of any of the items and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

IN WITNESS WHEREOF the parties have executed this instrument the day and year first above written.

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company

By:_____
Name: _____
Title: _____

Licensee:

City of Gautier, Mississippi

By: _____
Name: _____
Title: _____

Exhibit "A"

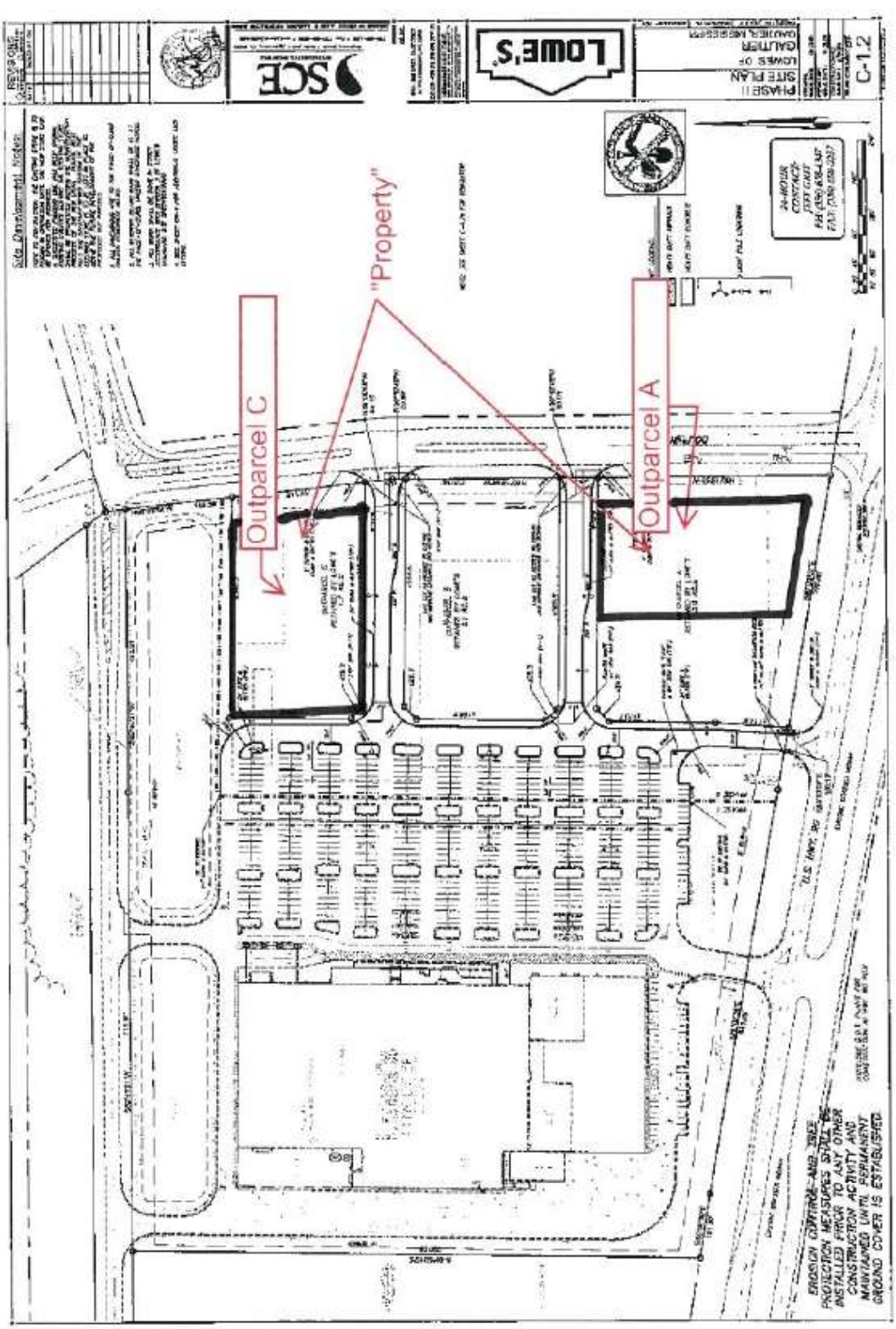
Outparcel C
"Property"
Outparcel A
LOWE'S
SCE
PHASE II
SITE PLAN
LOWES OF
GAUTIER
C-1.2

Exhibit "B"

Use of Licensed Area

Licensee intends to use the Licensed Area for the purposes of holding a "Gautier Mullet and Music Fest".

Additionally, such Use shall be further conditioned on:

Licensee must coordinate all activities so as not to interfere with the customers or operation of Licensor's Retail Property.