

**Hickory-Conover Tourism Development Authority**  
**Regular Meeting Minutes**  
**June 10, 2024, 8:30 a.m.**

A Regular Meeting of the Hickory-Conover Tourism Development Authority Board of Directors was held in the Catawba River Boardroom of the Hickory Metro Convention Center on Monday, June 10, 2024, at 8:30 a.m., with the following members present:

	Bruce Eckard; Chair	
Kimberly George	Tom Hart	Renee Keever
Lindsay Keisler	Mark Seaman	Warren Wood

A quorum was present.

Also present were Rick Beasley; Assistant Hickory City Manager, Terry Taylor; Counsel, Mandy Hildebrand; CEO, Sarah Jones; Director of Sales and Marketing, and Amber Howard; Director of Events/TDA Clerk.

- I. Chair Eckard called the meeting to order at 8:31 a.m. All Board Members were present except for Brad Lail.
- II. Persons Wishing to Be Heard (None Appearing)
- III. Approval of Minutes
  - A. Regular Meeting of May 13, 2024 - Chair Eckard

Chair Eckard moved, seconded by Mr. Seaman, that the Minutes of May 13, 2024, be approved. The motion carried unanimously.

- IV. Approval of Financial Report

- A. Event Revenue - Ms. Howard

Ms. Howard presented the Event Revenue Chart that shows events and revenue for May 2024. There were 13 events with only one new event. Revenue for the month is at \$39,135 and for the fiscal year, budget has been exceeded and is at 125%.

B. Occupancy Tax – Ms. Hildebrand

Ms. Hildebrand presented the Occupancy Tax Chart which shows revenues collected through April 2024. Revenues are at 81% for the Fiscal Year. Not sure if revenues will reach \$2.4 million but we are hopeful that we will be close.

Ms. Keever added that revenues for hotels are a bit low but still making good numbers. Demand is down compared to last year as last year was off the charts.

C. Finance Report – Ms. Hildebrand

For the eleventh month of the Fiscal Year, income and expense should be at 91.6%. Overall, income is at 104.89% of what was budgeted without May 2024 occupancy tax, and expense is at 72.7% of what was budgeted.

Mr. Seaman moved, seconded by Mr. Wood, that the Finance Report for March 2024 be approved. The motion carried unanimously.

D. Capital Project Fund Update – Ms. Hildebrand

The \$1,387,276 of the \$3.3 million budget has been spent. This includes everything from paying for project management and other items, like 50% of AV/IT, floor coverings and more.

A few unexpected items have come up that may need to be taken out of this fund such as replacing the Catawba roof and changing out/cleaning the skylights in the main hallway.

V. Approval of Fiscal Year 2024-2025 Budget

A. Motion to Open Public Hearing – Chair Eckard

Mr. Seaman moved, seconded by Ms. George, to open the Public Budget Hearing at 8:58 a.m. The motion carried unanimously.

B. Overview of Fiscal Year 2024-2025 Proposed Budget – Ms. Hildebrand

Ms. Hildebrand reviewed a PowerPoint with the following information

- Highlights from Fiscal Year 2023-2024
  - Construction has been ongoing
  - There were 179 events from July 1, 2023-June 30, 2024

- Approved the Strategic Plan in October 2023
- Visit Hickory's strong tourism efforts led City of Hickory to being voted #9 on the list of Best Main Streets in the US by USA Today
- Review of Budget numbers from Fiscal Year 2021-2022 through 2024-2025
- Facts about Fiscal Year 2024-2025 Budget
  - Overall budget is up 17%, but only 8% from where we estimate that Fiscal Year 2023-2024 will finish
  - Will pay \$1.1 million in debt payments
- Revenues are made up of the following
  - Occupancy Tax Revenue
  - Event Revenue
  - Other Revenues – Catering, Marketing Reimbursement
  - Funds from Government Partners
  - Transfer from General Fund to balance Budget (if needed)
- Review of Event Revenue numbers from Fiscal Year 2021-2022 through 2024-2025
- Review of Occupancy Tax revenue from Fiscal Year 2021-2022 through 2024-2025
- Expenditures are made up of the following
  - Personnel
  - Operations
  - Debt
  - Capital

C. Motion to Close Public Hearing – Chair Eckard

Mr. Seaman moved, seconded by Ms. George, that the Public Budget Hearing be closed. The motion carried unanimously.

D. Questions/Comments – Chair Eckard

Mr. Wood asked what items make up event revenue. Ms. Hildebrand explained, and Mr. Wood asked how it works when HCTDA pays to have an event here, such as Visit NC. Ms. Jones explained the benefits of holding Visit NC Tourism Conference.

Liazzo's Catering Contract was discussed.

E. Approval – Chair Eckard

Mr. Wood moved, seconded by Mr. Hart, that the Hickory-Conover Tourism Development Authority Budget Ordinance (as attached) for Fiscal Year 2024-2025 (as attached) be approved. The motion carried unanimously.

## VI. Old Business

### A. Construction Update – Ms. Hildebrand

The following updates were given

- Project is still estimated to be complete by June 30 and/or mid-July (interior) and exterior (parking structure, etc.) will be done late July/August.
- The first event in updated Catawba space may be the EDC Annual Meeting in mid-July
- May have an Open House with a ribbon cutting in the fall when interior and exterior is finished
- Gym floor installation began last week
- Hallways in Catawba section carpeted last week
- Mr. Beasley added that Ed Gudat (Facilities Manager) has been phenomenal in managing the day-to-day construction
- For the canopy outside to parking deck, there is about a ten-week process once the fittings are dug and then the canopy will be ordered
- Will wait until the fall to update landscaping

### B. Lynn & Leroy Lane Update – Ms. Hildebrand

Sign for drive has been ordered and will be delivered this week. Family wants to unveil sign possibly on the last Tuesday in June and it may be just family and a small group. Ms. Hildebrand is working with Brad Lail on this and will keep the board up to date on it. If it's a small gathering, the new name of the driveway can be announced via social media and more if that is okay with the family.

## VII. New Business

### A. Lease Agreement with Catawba County Economic Development Association – Ms. Hildebrand

Chair Eckard moved, seconded by Mr. Seaman, that the Lease Agreement with Catawba County EDC (as attached) for repayment of renovations to offices spaces be approved. The motion carried unanimously.

## VIII. Sales & Marketing Report – Ms. Jones

Reviewed PowerPoint showing a Year-In-Review for Marketing which included the following

- Hosted Media Writers/Bloggers (led to over 13 pieces in large scale media outlets)

- Print & Digital Ads
- Social media statistics: Instagram reached over 45,000 people and Facebook reached over 607,000 people
- Website statistics
- Future plans include scheduling travel writers, co-ops with Visit NC, buy-ins with Tourism Partners, new brand, and updated Destination Guide

Other updates given

- Attended NC E-Sports Summit in Raleigh
- Bid on NC Chamber Conference, other Dance/Cheer events

#### IX. CEO Report - Ms. Hildebrand

The following updates were given

- During the summer, working on future positions and updating the organizational chart to fit the growth in FY 2024-2025 and beyond. All job descriptions will be reviewed and updated where needed. The goal is to have this complete by early September. There is not an organization exactly like the HCTDA as this organization oversees a convention center and is the destination marketing organization for the county. That is usually two different organizations, but we are one and our staff works well together and there are many positives with our organization.
- Will finalize plans for Catawba County EDC Annual Meeting and Ribbon Cutting and will update Board when plans are made.

#### X. Adjournment

Motion by Mr. Wood and seconded by Mr. Hart to adjourn. Motion carried unanimously.

The next HCTDA Board Meeting will be held on August 12, 2024, at 8:30 a.m. at the Hickory Metro Convention Center.

There being no further business, Chair Eckard adjourned the meeting.

Hickory-Conover Tourism Development Authority

By: Bruce P. Eckard  
Chairman Bruce Eckard

Attest: Amber  
Clerk to the Board

**BE IT ORDAINED by the Hickory Conover Tourism Development Authority  
(HCTDA) Governing Board of the  
Hickory Metro Convention Center and Visitors Center in Hickory, NC**

**Section 1:** The following amounts are hereby appropriated in the General Fund for the operation of the Authority and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the chart of accounts heretofore established for this Authority:

Personnel	\$	1,166,575
Operating	\$	1,119,600
Debt	\$	1,160,678
Capital	\$	133,147
Total	\$	<u>3,580,000</u>

**Section 2.** It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025

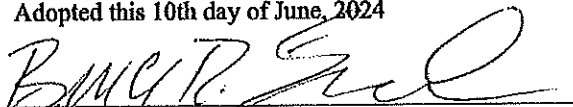
Occupancy Tax	\$	2,400,000
Event Revenue	\$	850,000
Other Revenue	\$	180,000
Government Partners	\$	50,000
Transfer from General Fund Balance	\$	100,000
Total	\$	<u>3,580,000</u>

**Section 3.** The Chief Financial Officer, who also serves as the Chief Executive Officer, is hereby authorized to transfer appropriations as herein under the following conditions:

- a. He/she may transfer amounts between line item expenditures within a function without limitation and without a report being required.
- b. He/she may transfer amounts up to \$2,000 between functions, including contingency appropriations, within the same fund. An official report on such transfers will be made at the next regular meeting of the Governing Board.
- c. He/she may not transfer any amounts between funds, except as approved by the Governing Board in the Budget Ordinance as amended.
- d. That the reserved encumbrances at June 30, 2024 representing prior commitments as of that date, shall be reapportioned pursuant to North Carolina General Statutes 159-13, and distributed to the departments with the various budgets, under which expenditures may be made during the 2024-2025 budget year as previous commitments are satisfied.

**Section 6.** Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to the Chief Financial Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 10th day of June, 2024

  
HCTDA Board Chairman

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

SUBLEASE AGREEMENT

THIS AGREEMENT made this 23 day of <sup>MAY</sup> ~~June~~, 2024 by and between HICKORY-  
CONOVER TOURISM DEVELOPMENT AUTHORITY ("TDA") a North Carolina  
corporation with offices in Hickory, N.C. (hereinafter called the "Sublessor") and CATAWBA  
COUNTY ECONOMIC DEVELOPMENT CORPORATION, a North Carolina corporation  
in Hickory, N.C. ("EDC") (hereinafter called the "Sublessee").

WITNESSETH:

WHEREAS, Sublessor is presently the tenant of a building and parking lot in the  
premises known and designated as the Hickory Metro Convention Center, which premises  
(hereinafter called the "Premises") are more particularly described on the Floor Plan attached as  
Exhibit "A" annexed hereto and made a part hereof;

WHEREAS, said occupancy is pursuant to that certain Lease with the City of Hickory, a  
North Carolina Municipal Corporation (hereinafter called the "Overlease"), which is  
incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual premise, covenants and conditions  
hereinafter set forth, it is mutually agreed as follows:

1. **Premises.** Sublessor hereby leases the Premises to Sublessee, and Sublessee hereby  
leases the Premises from Sublessor for use as a general office and for no other purpose.

2. **Term.** The term of this Sublease shall be effective beginning on the 1st day of July,  
2024 and shall continue up to and including 12:00 Midnight on the 30th day of June, 2034.

3. **Rental.** Sublessee hereby agrees to pay to Sublessor the sum of \$14,508.00 annually,  
payable in equal monthly installments of \$1,209.00 on the first day of every month until the end  
of the term.

4. **Representations.** Sublessor hereby warrants and represents that it is now leasing the  
Premises pursuant to the terms and provisions set forth in the Overlease, that the Overlease is in



full force and effect and that Sublessor has a valid leasehold interest in the Premises under the Overlease. The parties agree to the additional terms and conditions set forth on Exhibit "B" incorporated herein by reference.

**5. Overlease.**

A. All the obligations contained in the Overlease conferred and imposed upon Sublessor (as tenant therein) except as modified and amended by this Sublease and all rights and privileges conferred upon Sublessor (as tenant therein), are hereby conferred and imposed upon Sublessee. Sublessee covenants and agrees to otherwise fully and faithfully perform the terms and conditions of the Overlease and the Sublease on its part to be performed. Sublessee shall not do or cause to be done or suffer or permit any act to be done which would or might cause the Overlease, or the rights of Sublessor as tenant under the Overlease to be endangered, cancelled, terminated, forfeited or surrendered, or which would or might cause Sublessor to be in default thereunder or liable for any damages, claim or penalty. Sublessee agrees, as an express inducement for Sublessor executing this Sublease, that if there is any conflict between the provisions of this Sublease and the provisions of the Overlease which would permit Sublessee to do or cause to be done or suffer or permit any act or thing to be done which is prohibited by the Overlease then the provisions of the Overlease shall prevail.

B. Notwithstanding anything to the contrary herein contained, Sublessor shall have no duty itself to perform any obligations of the Overlandlord, nor shall such default of the Overlandlord affect this Sublease or waive or defer the performance of any of Sublessee's obligations hereunder; provided, nevertheless, that in the event of any such default or failure of performance by Overlandlord, Sublessor agrees, upon notice from Sublessee, to make immediate demand upon Overlandlord to perform its obligations under the Overlease.

**6. Default.**

A. If Sublease defaults in the performance of any of its obligations hereunder and such default continues for five (5) days after the giving of notice of such default with respect to the failure to pay any monies, or ten (10) days after the giving of notice of default with respect to the failure to perform or comply with any non-monetary obligations of Sublessee hereunder, then Sublessor may cure any such default and add any cost thereof (including reasonable attorney's fees) to rent or terminate this Sublease upon giving fifteen (15) days' notice of termination to

Sublessee. Sublessee shall have reasonable additional time beyond fifteen (15) days to cure a non-monetary default if Sublessee has commenced to cure same within said fifteen (15) days and thereafter proceeds with due diligence to cure same.

B. In the event of termination hereunder Sublessee shall remain liable for all rent and other sums due under the Sublease for the remainder of what would have been the term and for all damages arising out of its default. Sublessor shall have the right to re-enter and take possession of the Premises in the event of a termination for default. In addition to any and all remedies set forth herein, Sublessor shall have all remedies available at law or in equity and any and all remedies shall be cumulative and non-exclusive.

7. **No Representations.** Sublessor makes no representations with respect to this transaction or the Premises, except as specifically set forth herein and Sublessee expressly acknowledges that no such representations have been made. Sublessee takes the Premises in their "as is" condition, subject to reasonable wear and tear. However, the Sublessor agrees to make and complete all the renovations as is currently underway under the existing Contract for improvements and repairs with Hickory Construction Company.

8. **Mechanics Liens.** Sublessee shall permit no mechanics liens to be placed against the Premises or any portion thereof; provided Sublessee shall have the right to contest the correctness or validity of any such lien if, immediately upon demand by Sublessor, Sublessee procures and records a lien release bond in form and substance sufficient under the General Statutes of North Carolina to release the Premises or portion thereof from such lien.

9. **Indemnity.** Sublessee hereby agrees to defend, indemnify and hold Sublessor harmless from and against any and all expense, including, but not limited to reasonable attorney's fees, loss, claims or liability for injury to person or property arising out of its use and possession of the Premises, or for its breach of the Sublease.

10. **Restoration.** Sublessee shall immediately prior to the expiration or sooner termination of this Sublease restore the Premises to the condition that Sublessor is required to surrender same under the Overlease as well as have the same in good condition and repair. Sublessee shall remove all of its trade fixtures and equipment prior to the expiration or sooner termination of the term hereof and shall repair all damage caused by such removal.

11. **Notices.** All notices, demands, submissions and consents required hereunder shall be in writing and shall be deemed given if sent by certified mail, return receipt requested, postage prepaid (a) to Sublessee, at the address of Sublessee as hereinabove set forth or such other address as Sublessee may designate by notice to Sublessor, or (b) to Sublessor, at the address hereinabove set forth, or such other address as Sublessor may designate by notice to Sublessee.

12. **Liability Insurance.** Sublessee shall, during the term of this Sublease and at its sole costs and expense, maintain and deliver to Sublessor fully paid public liability and property damage insurance policies (or certificates thereof) with respect to the Premises (naming Sublessor as an additional insured) with limits of at least \$1,000,000.00 for injury or death to any one person, \$2,000,000.00 for injury or death in any one occurrence and \$250,000.00 for damage to property. Such policy or policies shall include a provision that at least ten (10) days prior written notice of cancellation be given to Sublessor and shall affirmatively insure Sublessee's indemnity under this Sublease. Such policies shall be carried by solvent and responsible insurance companies licensed to do business in the State in which the Premises are located. Sublessee shall name Sublessor as additional insured. At least ten (10) days before the expiration of any such policy, Sublessee shall provide Sublessor with a copy of a fully paid renewal policy. Sublessee may carry the insurance required hereunder under a blanket policy provided that Sublessee delivers to Sublessor a certificate, issued and executed by the insurer, evidencing that the Premises is covered by the insurance required hereunder.

13. **Alterations, Maintenance And Repairs.** Sublessee shall not make any alterations or additions to the Premises without first obtaining Sublessor's consent. Sublessee shall maintain the Premises with the exception for roof, structural and repairs to the heating, cooling and plumbing systems which are not caused by the Sublessee's negligence. Sublessee shall return the Premises to the condition it was at the time of initial occupancy with reasonable wear and tear excepted.

14. **Condemnation.** The same terms as are set forth in the Overlease shall apply in the case of a condemnation.

15. **Fire and Other Casualty.** If the Premises be damaged by fire, enemy action, the elements or other casualty, the rights and obligations of Sublessor and Sublessee shall be as set forth in the Overlease; provided, however, that if such damage shall occur under circumstances

which, under the terms of said paragraph, shall entitled Sublessor to elect either to (i) cancel the Overlease or (ii) continue the Overlease, then such right of election shall be exercised by Sublessor.

16. **Assignment.** Without the prior written consent of Sublessor, neither Sublessee, nor Sublessee's legal representatives or successors in interest by operation of law or otherwise, shall assign or mortgage this Sublease, or sublet or license the whole or any part of the Premises or permit the Premises or any part thereof to be used or occupied by others. Any consent by Sublessor to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of Sublessee, or the legal representative or assigns of Sublessee, to obtain from Sublessor consent to any other subsequent assignment or subletting, or as modifying or limiting the rights of Sublessor under the foregoing covenant by the Sublessee not to assign or sublet without such consent.

17. **Liability of Sublessor.** In the event of a transfer of Sublessor's interest in the Overlease, or in this Sublease, it shall be deemed without further agreement between the parties and such transferee that the transferee has assumed and agreed to observe and perform all obligations of the Sublessor hereunder. Notwithstanding any such transfer, Sublessor shall be and remain liable to Sublessee for the observance and performance of all obligations of the Sublessor hereunder and for breach of any of the representations and warranties made by Sublessor herein.

18. **Waiver.** One or more waivers of any covenant or condition by Sublessor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Sublessor to or of any act by Sublessee requiring Sublessor's consent or approval shall not be construed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by Sublessee.

19. **Effect.** This Agreement shall be binding upon the parties hereto, their heirs, successors and permitted assigns and may not be altered amended, terminated or modified except by written instrument executed by each of the parties hereto.

20. **Forum.** This Agreement shall be governed by the laws of the State of North Carolina.

21. **Additional Terms.** The provisions of Exhibit B which represents the responsibilities of the parties regarding rent and cleaning are incorporated herein by reference.

*(Signatures Appear on the Following Page)*

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

**SUBLESSEE:**

**CATAWBA COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

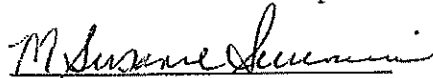
By: 

Name: SCOTT L. MILLAR

Title: **President**

May 23, 2024

Attest:



Secretary

**EXHIBIT "A"**  
**(ATTACH FLOOR PLAN)**

## **EXHIBIT "A-1"**

### **BUILDING RULES AND REGULATIONS**

The following rules and regulations, as well as any rules and regulations that may hereafter be adopted for the safety, care and cleanliness of the Premises, and the preservation thereof, are hereby expressly made a part of the attached Lease, and Tenant (also "Sublessee") agrees to obey all the rules and regulations therein contained, or to be added hereto.

1. Tenant and the employees or patrons of Tenant shall not loiter in the entrances or corridors or in any way obstruct the sidewalks, entry passages, halls, stairways or elevators (if any) and shall use these common areas only as means of passage to and from their respective offices.
2. Doors, windows, glass doors and skylights that reflect or admit light into the exterior, interior halls or other common areas of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were constructed and no rubbish or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by any Tenant who has caused such breakage, stoppage or damage.
3. Tenant shall not do anything in the Premises, or bring or keep anything therein, which shall in any way violate any law, ordinance, rule or regulation affecting the occupancy and use of the Premises which are or may hereafter be enacted or promulgated by any public authority or by the Board of Fire Underwriters.
4. No sign, advertisement, or notice shall be inscribed, painted or fixed to the windows or to any part of the Building, except one of such color, size and style and in such place as may be designate in writing by Landlord (also "Sublessor"). All window treatments shall be subject to the approval and consent of the Landlord.
5. The attachment of wires to the outside of the Building is absolutely prohibited. Landlord shall prescribe the weight and size of all large furniture or other large personal property brought into the Building, the position of any equipment weighing more than three hundred (300) pounds and the items of moving such property in and out of the Building. All moving shall, at Landlord's option, be conducted under the supervision of Landlord. Landlord shall not be responsible for any loss or damages to any property from any cause, but all damage done to the Building by moving or maintaining the property shall be repaired at the expense of Tenant.
6. Tenant will provide its own locks to the Premises and is responsible for all glass repairs and breakage to its doors and window areas. The Landlord will be permitted reasonable access to the Premises at reasonable times with prior advance notice, except for emergency situations.



7. Tenant and its employees shall not create or permit unreasonably loud or distracting noises in the Building or otherwise disturb or interfere with other tenants, throw anything out of windows or doors, place anything on window sills, or bring into or keep within the Building any bicycle, motorcycle or other vehicle, or any animal or bird.
8. Landlord reserves the right to designate the time and method whereby freight, furniture, safes, goods, merchandise and other articles maybe brought into, moved or taken from the Building and the Premises leased by Tenant, but Landlord shall not be responsible for loss or damage to such freight from any cause. Workmen employed by Tenant for repairs, painting, material moving and other similar work that may be done on the Premises shall be mutually approved by Landlord and Tenant.
9. The requirements of Tenant relating to the Premises shall be attended to only on written application by Tenant to Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and all work required of Landlord's employees shall be initiated through Landlord. No employee of Landlord shall admit any person, Tenant or otherwise, to the Building without instructions from Landlord.
10. At any time while the Building is in charge of or under the supervision of a security guard, any person entering, occupying or leaving the Building may be questioned by him as to his business in the Building and anyone not satisfying the guard of his right to enter or occupy the Building may be excluded or removed.
11. Canvassing, peddling or soliciting on the Premises is prohibited and it is the duty of Tenant to exercise all due effort to discourage this activity.
12. The Demised Premises shall not be used at any time by Tenant or its employees, agents or customers for lodging or sleeping purposes.
13. Neither Tenant nor any employee nor agent of Tenant shall engage in or permit games of chance or any form of gambling or immoral or illegal conduct in or about the Premises.
14. Neither Tenant nor any employee nor agent of Tenant shall operate any machinery within the Building except customary small office equipment, or other equipment as approved by Landlord.
15. Neither Tenant nor any employee nor agent of Tenant shall tamper or interfere in any way with windows, doors, locks, air-conditioning controls, heating, lighting, electric or plumbing fixtures in the Common Areas.
16. Neither Tenant nor any employee nor agent of Tenant shall leave Premises unoccupied without locking all doors.
17. Neither Tenant nor any employee nor agent of Tenant shall install or operate vending machines, except in the employee break room, without the prior written consent of Landlord.

18. Tenant will not allow its employees or guests to smoke within the Building.
19. Tenant shall not install any telecommunications cables, wiring or equipment without prior written consent of Landlord. Tenant's telecommunications carrier shall sign a License Agreement with the following minimum provisions prior to the beginning of any work or installation:
  - a) Grant of Carrier's License. Tenant's right to select and utilize a telecommunications and data carrier (the "Carrier") shall be conditioned on the execution of such Carrier of a license agreement pursuant to which Landlord shall grant to the Carrier a license (which shall be coextensive with the rights and privileges granted to Tenant under this Lease ) to install, operate, maintain, repair, replace, and remove cables and related equipment within designated locations within the building but outside of the Premises that are necessary to provide telecommunications and data services to Tenant at the Premises.
  - b) No Exclusive Rights. The license contemplated herein to be granted to the Carrier shall permit the Carrier to provide services only to Tenant and not to any other tenants or occupants of the Building and shall require all of the Carrier's equipment (other than connecting wiring) to be located in the Tenant's Premises. The License shall not grant an exclusive right to Tenant or to the Carrier. Landlord reserves the right, at its sole discretion, to grant, renew, or extend licenses to other telecommunications and data carriers for the purposes of locating telecommunications equipment in the Building which may serve Tenant and other tenants in the Building.
  - c) No Greater Rights. Except to the extent expressly set forth herein, nothing herein shall grant to the Carrier any greater rights or privileges than Tenant is granted pursuant to the terms of this Lease or diminish Tenant's obligations or Landlord's rights hereunder.
  - d) Tenant Ensures Carrier's Compliance. Tenant shall be responsible for ensuring that the Carrier complies with the terms and conditions of the License Agreement relating to the use of the Premises or the making of any physical alterations imposed upon Tenant under this Lease to the extent the Carrier operates or maintains any equipment or delivers any services in the Premises. Any failure by the Carrier to observe and comply with such terms, conditions, agreement, and covenants on behalf of Tenant, to the extent the Carrier operates or maintains any equipment or delivers any services in the Premises or the Licensed Areas, shall be a default under the Lease.
20. Landlord reserves the right to make such other and further rules and regulations as in Landlord's judgment may from time to time be necessary for the safety and cleanliness of, and for the preservation of good order in, the Building.

## **EXHIBIT "B"**

### **ADDITIONAL TERMS & CONDITIONS**

1. Sublessor will provide restroom cleaning and trash removal in the Premises Monday through Friday.
2. Sublessor will provide weekly vacuum and dusting service as well as water, sewer and electricity. Sublessee is responsible for all other utilities.
3. Sublessee will have use of meeting rooms for Trivium Board Meetings or other EDC meetings on a space available basis at no additional charge. However, in any case, Sublessee must use the exclusive catering company of the Sublessor and abide by all other terms and conditions of a Licensee while using space at HMCC that is otherwise available for rent according to the terms of the standard HMCC License Agreement.
4. EDC staff will be provided parking in designated spaces as mutually agreed.
5. The HCTDA CEO and EDC President will meet no less than one (1) time per year in the month of April to discuss any proposed amendment or revision to this Agreement as may be necessary or desirable to insure current practices are meeting the needs and expectations of each organization.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.


**SUBLESSOR:**

**HICKORY-CONOVER TOURISM  
DEVELOPMENT AUTHORITY**

By:   
Chairman

June 10, 2024

Attest:

  
Clerk