

PARKING AGREEMENT

THIS PARKING AGREEMENT is made as of the 12th day of May, 2015 (the "Agreement"), is by and between the following parties:

CITY OF ROCHESTER, a municipal corporation of the State of New York with offices at City Hall, 30 Church Street, Rochester, NY 14614 (hereinafter "the City");

DEMOCRAT AND CHRONICLE, LLC, a Delaware limited liability company, with offices at 7950 Jones Branch Drive, McLean, VA 22107 (hereinafter "Gannett").

RECITALS:

WHEREAS, pursuant to a Lease Agreement with Seneca Building of Monroe County LLC, dated as of February 20, 2015 ("Lease Agreement"), Gannett is leasing office space at 245 E. Main Street, Rochester, New York 14614 with a Tax Identification No. 121.24-0001-028.003 (the "Property") adjacent to a portion of the City owned surrounding property known as the "Midtown Site"; and

WHEREAS, Gannett will be occupying two stories of the building on the Property (the "Premises") upon completion of construction; and

WHEREAS, the City is the owner of an underground parking garage formerly known as the Midtown Parking Garage and now known as the Underground Parking Garage at the Midtown Site (the "UPG") located under the Midtown Site; and

WHEREAS, the City has agreed to provide parking to Gannett for its employees and contractors at the UPG to service the Premises once it is developed;

WHEREAS, the City believes that Gannett's use of the UPG will enhance the economic well-being of the City of Rochester and the health, safety, and welfare of its residents.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, the City and the Gannett agree as follows:

SECTION 1. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings ascribed to them herein:

- "UPG:" an underground parking garage owned by the City located on the Midtown Site in Rochester, NY;
- "UPG/Gannett Passes:" the parking passes for up to two hundred fifteen (215) parking spaces in the UPG available for Gannett Parkers;
- "Gannett Parkers:" designated employees and contractors of Gannett.

SECTION 2. PARKING SPACES

A. Gannett Parking Passes. Gannett shall be issued a number of parking passes equal to the number of Gannett Parkers up to a maximum of 215 parking passes. Ten of the Gannett Passes shall be for parking spaces marked and designated for the exclusive use of Gannett Parkers Monday through Friday between the hours of 8 a.m. and 7 p.m. (the "Reserved Spaces"). The City shall, at Gannett's expense, provide appropriate signage (as determined by the City in its sole discretion) indicating the Reserved Spaces. The location of the Reserved Spaces is on Level A of the UPG, as shown on Exhibit "A" attached hereto. The remaining 205 Gannett Passes will not be for specific parking spaces but will be useable for any parking space open to the general public. Any spaces needed above the 215 will be issued to Gannett, upon request, and subject to availability, at the prevailing UPG monthly parking market rate, as it may exist from time to time.

The UPG/Gannett Passes issued pursuant this Agreement are electronic parking tags affixed to the interior windshield of each vehicle. Passes are not transferable.

Gannett shall use a mutually agreeable form provided by the City to register each of the Gannett Parkers.

On an annual basis, Gannett and the City will review whether the hours for the Reserved Spaces are adequate for Gannett's operations, and both parties will work together in good faith to attempt to resolve any issues that may be created if such hours are not adequate.

B. Gannett Visitors Parking. If Gannett desires to pay parking fees for Gannett visitors, the City will accept validated parking receipts in accordance with the City policies and procedures with regards to validated parking.

C. Minimum Parking Passes. Commencing the date of the City's Certificate of Occupancy for the Premises ("Commencement"), Gannett shall have the right to purchase up to two hundred fifteen (215) parking passes for each month of the Term at the rates set forth in Section 4 hereof. If Gannett desires to reduce the number of parking passes purchased pursuant to this Agreement (including any reduction in the amount of Reserved Spaces), it may do so by providing the City with at least thirty (30) days prior written notice of its desire to reduce the number of parking spaces required under this Agreement. Notwithstanding anything herein to the contrary, Gannett shall maintain its rights to two hundred fifteen (215) passes (including ten (10) Reserved Spaces) under the terms of this Agreement throughout the Term. Gannett may reinstate any previously relinquished Gannett Pass by giving the City thirty (30) days' advance written notice.

D. Unused Parking Passes. If after the first twelve (12) months of this Agreement, Gannett has failed to use all of the 215 parking passes for a period of over six (6) months, the number of parking passes available to Gannett under this Agreement shall be reduced by the number of parking passes not used during that six (6) month period. However, Gannett shall be allowed throughout the Term to inform the City that it requires additional passes (up to 215) upon at least thirty (30) days prior written notice to the City, which shall be subject to the terms of this Agreement, including parking rates.

E. Gannett Liaison. Gannett shall designate a parking pass liaison located at the Premises to deal with day to day parking issues. Each month the liaison shall submit a list of any changes to the then current list of names of the employees using the parking passes with the submission of the parking pass payments as detailed in Section 4 below.

F. Maintenance/Repair/Security. The City, at its sole expense, shall be responsible for the maintenance and repair and for security of the UPG.

G. Utilities. The City shall be responsible for payment of water and electric charges for service to the UPG.

SECTION 3. PEDESTRIAN ACCESS

Gannett Parkers shall have unrestricted, non-exclusive, pedestrian access to and from the UPG in the same manner as the general public using the UPG, including the existing unrestricted non-exclusive underground walkway from the Premises to the UPG.

SECTION 4. PAYMENT

Gannett shall pay the prevailing reserved public parking rate for each of the ten Reserved Spaces (currently \$134.00 per month). Gannett shall receive a twenty dollar (\$20.00) discount against the prevailing general public parking rate for the remaining maximum 205 UPG/Gannett Passes each month. The current general public monthly parking rate for the UPG is \$87.00 per month so the initial Gannett rate (for the non-Reserved Spaces) shall be \$67.00 per month per UPG/Gannett Pass. The Gannett rates are subject to change in the amount and at the time as the City prevailing reserved public parking rate and the City prevailing general public monthly rate for the UPG may change.

Gannett shall submit a check to the City Parking Bureau in the total amount owed for UPG/Gannett Passes required for each month. The payment to the City Parking Director shall be delivered within the first five (5) business days of each month.

Gannett shall pay a replacement fee of fifteen dollars (\$15) for each replacement parking pass.

Gannett shall not charge its employees more than the Gannett monthly parking rate paid to the City for the UPG/Gannett Passes.

SECTION 5. TERM

A. The term of this Agreement shall commence on the date that a Certificate of Occupancy is issued by the City for the Premises and shall terminate at 11:59 p.m. on the tenth (10th) anniversary of that date, unless sooner terminated as provided in subsection B. herein. Upon termination of this Agreement, Gannett's ability to continue to retain such parking passes for its exclusive use, even if at full market value, shall be contingent upon the legal and bonding requirements that exist at that time.

B: This Agreement shall sooner terminate upon the occurrence of any of the following:

1. Gannett fails to occupy the Premises at any time during the Term; or
2. In the event that the UPG becomes unusable for parking (subject, however, to Sections 12 and 13 hereof); or
3. In the event that Gannett defaults in or violates the terms or provisions of this Agreement, and fails to end, cure or remedy such default or violation within thirty (30) days of receipt of a written notice from the City specifying the default or violation (or if the default or violation cannot be reasonably cured, ended or remedied within such thirty (30) day period, Gannett has not diligently commenced to cure, end or remedy such default or violation within such thirty (30) day period and fails to diligently thereafter continue to cure, end or remedy such default or violation until cured, ended or remedied).

SECTION 6. LEGAL REQUIREMENTS

Gannett's use of parking spaces pursuant to the UPG/Gannett Passes as well as the ingress and egress routes of the UPG, shall comply with all laws, orders, regulations, rules, ordinances, and requirements of the Federal, State, County and local government (collectively the "Legal Requirements"). City shall maintain the UPG and all ingress and egress routes in compliance with all Legal Requirements as they relate to repairs, changes or alterations to or in and about the UPG or any buildings or improvements thereon or to repairs, changes or alterations incident to or as the result of any use or occupation of the UPG, or use of the adjacent sidewalks, and whether the same now are in force, or that may, at any time in the future, be enacted or directed; and each party shall pay all direct and actual costs, expenses, claims, fines, penalties and damages that may in any manner arise out of or be imposed because of the failure of either party to comply with the respective Legal Requirements of each as set forth herein.

SECTION 7. LIENS/ASSIGNMENTS/MORTGAGING

A. This Agreement may not be mortgaged, assigned or otherwise transferred in whole or in part by Gannett. This Agreement is assignable by the City (and any subsequent owner) to subsequent owner(s) of the UPG.

B. Notwithstanding Subsection A. above, Gannett shall have the right to assign this Parking Agreement to an entity which (i) is the parent of Gannett, a subsidiary of Gannett, or an affiliate of Gannett; (ii) directly or indirectly controls, is controlled by, or is under common control with Gannett; (iii) purchases all or substantially all of Gannett's ownership interests or assets, or (iv) succeeds to all or substantially all of the ownership interests or assets of Gannett, whether by merger, consolidation, sale or otherwise provided that any entity described in clauses (i) through (iv) above assumes in full the obligations of Gannett under this Agreement and assumes the lease for the Premises and maintains the Premises for general office use for the operations of such entity. Gannett shall notify the City, in writing, of any assignment permitted by this Subsection B. within ninety (90) days after its occurrence and shall provide the City with all such reasonable

information and documentation, including but not limited to proof of the assignment of the lease to the Premises to the entity being assigned this Agreement, as the City may request regarding the identity and status of such assignee.

SECTION 8. COVENANTS/REPRESENTATIONS AND WARRANTIES

A. By City

The City covenants, represents and warrants to Gannett as follows:

1. The City is a municipal corporation duly established and validly existing under the laws of the State of New York, and has full, right and lawful authority to enter into this Agreement and perform all its duties and obligations hereunder.

2. All necessary and appropriate actions have been taken, including without limitation adoption of all necessary resolutions of the City and any necessary approvals by the Rochester City Council to allow the City to enter into and perform its obligations under this Agreement.

3. The UPG shall be, at the time of commencement of this Agreement and throughout the term of this Agreement, maintained in good condition and repair and in usable condition pursuant to the terms of this Agreement and kept in compliance with all applicable laws, including the Americans with Disabilities Act.

B. By Gannett:

Gannett covenants, represents and warrants to the City as follows:

1. Gannett is a limited liability company duly established and validly existing under the laws of the State of Delaware, and has full right and lawful authority to enter into this Agreement and perform all its duties and obligations hereunder.

2. There are no actions, suits or proceedings at law or in equity, or by or before any court, governmental instrumentality or other agency or regulatory authority, pending against Gannett, or to the actual knowledge of Gannett's General Counsel, threatened in writing against (a) the Premises, (b) Gannett, or (c) any other person, entity or property with respect to the Premises which would have a material adverse effect on Gannett's use and occupancy of the Premises or which questions the validity of this Agreement or the transactions contemplated hereby.

3. Gannett will cooperate with the City in implementing this Agreement, and shall promptly commence and diligently proceed to complete as quickly as possible all steps and take all affirmative actions necessary, or which may be necessary, and appropriate for the implementation of this Agreement.

4. To the actual knowledge of Gannett's General Counsel, the execution, delivery, performance or observance by Gannett of this Agreement will not violate or contravene any provisions of (a) any Federal, state or local law, (b) any order or decree of any court, governmental authority, bureau or agency, or (c) any mortgage, indenture, security agreement, contract, document undertaking or other agreement or instrument to which Gannett is a party or is binding upon it or any of its property or assets.

5. Gannett has all requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution and delivery of, and the performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered, will constitute a legal, valid and binding obligation of Gannett enforceable against Gannett in accordance with its terms, without the joinder of any party.

SECTION 9. CONDEMNATION

In the event that UPG or any part of thereof shall be taken in condemnation proceeding or by exercise of any right of eminent domain, the City shall be entitled to the full amount of any condemnation award regarding its fee interest in the UPG. Gannett shall not be entitled to any portion of any condemnation award for fee interest because of this Agreement. In no event shall this Agreement be termed, deemed or considered a leasehold interest.

SECTION 10. OPERATING AGREEMENT

The parties acknowledge that it is the normal practice of the City to retain an independent operator to manage and operate the UPG pursuant to an operating agreement. The terms of any such operating agreement executed subsequent to the execution of this Agreement shall be consistent with the terms of this Agreement.

SECTION 11. INDEMNIFICATION

A. Gannett will defend, indemnify and hold the City harmless against any and all claims, suits, damages or causes of action for damages arising during the term of this Agreement, and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in or about the UPG by any person or persons whatever, to the extent such damages or alleged damages directly result from or directly arise out of the activities of Gannett, its agents, employees, contractors, invitees, successors and/or assigns, unless the foregoing results from fraud, misconduct, or an intentional or negligent act or omission of the City or its operator pursuant to Section 10 hereof, or their respective agents, contractors or employees. The foregoing indemnities shall apply irrespective of the application of any rule of comparative or apportioned liability. These indemnities shall survive the expiration of the term of this Agreement.

B. The City shall not in any event whatsoever be liable under this Agreement for any injury or damage to any property or to any person happening on, in or about the UPG, or to any

property belonging to Gannett or any other person which may arise from any cause whatsoever, unless the foregoing results from the fraud, misconduct, or an intentional or grossly negligent act or omission of the City.

SECTION 12. UNUSABLE FOR PARKING

A. The City may permanently close all or a substantial portion of the UPG prior to the scheduled expiration of this Agreement for safety reasons, if licensed professional engineers certify that safety reasons exist and the City determines that it is economically or practically infeasible to restore the UPG, or the applicable portion thereof, to a safe condition, or if the City of Rochester in its governmental capacity orders such closure. Such closure shall also be deemed a determination that the UPG is "unusable for parking" as this phrase is used in this Agreement and all obligations of Gannett under this Agreement shall cease as of the date of such permanent closure.

SECTION 13. DESTRUCTION

A. If, during the term of this Agreement, the UPG shall be destroyed or damaged in whole or in part by fire or other cause, the City shall give Gannett prompt notice thereof. If practically and economically feasible, based on the type and extent of damage, the estimated remaining useful life of the structure, and the availability of insurance proceeds, (this, however, is not a commitment by the City to have insurance or any particular amount of insurance), the City shall promptly, at its own cost and expense, repair, rebuild, and replace the same, at least to the extent of the value and as nearly as possible to the character of the UPG and the equipment therein existing immediately prior to such occurrence. The City shall give Gannett written notice within one hundred twenty (120) days of such occurrence whether or not the damage will be repaired.

B. If the damage set forth in subsection A, above is not repaired, it shall be deemed a determination that the UPG is "unusable for parking" as this phrase is used in this Agreement, in which event all obligations of Gannett under this Agreement shall cease as of the date of the damage.

SECTION 14. NOTICES

Any notice, demand or request required or agreed to be given under this Agreement by either party shall be sufficiently given or served if in writing and signed by the party giving it and either (a) personally delivered (including delivery by an overnight express delivery service if a receipt is obtained) or (b) mailed by certified mail, return receipt requested, addressed to the party to be notified as follows:

CITY: Director of Finance
City of Rochester – Department of Finance
City Hall, Room 108A
30 Church Street
Rochester, NY 14614

WITH A COPY TO: Corporation Counsel
City of Rochester – Department of Law
City Hall, Room 400A
30 Church Street
Rochester, NY 14614

TO GANNETT: Democrat and Chronicle, LLC
c/o Gannett Co., Inc.
2950 Jones Branch Drive
McLean, VA 22107
Attention: Corporate Real Estate Department

WITH A COPY TO: Democrat and Chronicle, LLC
c/o Gannett Co., Inc.
7950 Jones Branch Drive
McLean, VA
Attention: General Counsel

or to such other address as the City and/or Gannett may from time to time designate by giving notice thereof in writing. Service shall be complete upon such mailing except in case of a notice to change an address in which case service shall be complete when the notice is received by the addressee or upon the failure of the addressee to accept delivery of such notice.

SECTION 15. WAIVERS

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

SECTION 16. REMEDIES CUMULATIVE.

All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

SECTION 17. MODIFICATIONS.

Any alteration, change or modification hereof, in order to become effective, shall be made by written instrument or endorsed hereon and, in each such instance, executed on behalf of each party.

SECTION 18. PARTIAL INVALIDITY.

If any provisions of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

SECTION 20. FURTHER ACTS.

Each party covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, documents and instruments as may reasonably be required by the other party in order to carry out fully and effectuate the transactions herein contemplated.

SECTION 21. SECTION HEADINGS, SCHEDULE OF DEFINITIONS AND EXHIBITS.

The section headings in this Agreement are for convenience and for reference only and in no way define or limit the scope or contents of this Agreement or in any way affect its provisions. Unless otherwise set forth, references in this Agreement to sections and subsections shall mean the sections and subsections of this Agreement. All exhibits attached hereto are hereby made a part of this Agreement.

SECTION 22. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 23. ENTIRE CONTRACT

This Agreement embodies the entire agreement between the parties hereto and may be amended only by a document in writing signed by the parties hereto and properly acknowledged.

SECTION 24. APPLICABLE LAW


This agreement shall be governed by the laws of the State of New York. Any action or proceeding regarding this agreement shall be brought in the Supreme Court of New York State, in the Seventh Judicial District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF ROCHESTER

By: 
Name: T. Andrew Brown
Title: Corporation Counsel

DEMOCRAT AND CHRONICLE, LLC
By: Gannett SpinCo., Inc., its Manager

By: 
Name: Todd Magnum
Title: Secretary

STATE OF NEW YORK)

SS:

COUNTY OF MONROE)

On the 14th day of ~~April~~ May in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared **T. Andrew Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Bonnie K. DeCarlo
Notary Public

BONNIE K. DE CARLO
Notary Public, State of New York
Qualified in Monroe County
Commission Expires November 6, 2018

COMMONWEALTH OF VIRGINIA)

SS:

COUNTY OF FAIRFAX)

On the 8th day of April in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Mayman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karen R. Levy
Notary Public

 **Karen R. Levy**
Commonwealth of Virginia
Notary Public
Commission No. 287084
My Commission Expires 2/29/2016

EXHIBIT A

Midtown Underground Parking Garage "A" Level

