

LEASE AGREEMENT
BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND THE
METROPOLITAN NASHVILLE AIRPORT AUTHORITY

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made, entered and effective this _____ day of August, 2002, by and between the METROPOLITAN NASHVILLE AIRPORT AUTHORITY, a public corporation existing under the laws of the State of Tennessee, hereinafter referred to as "Authority", and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, hereinafter referred to as "Lessee" and "Metropolitan Government".

W I T N E S S E T H:

WHEREAS, Authority is the owner and operator of the Nashville International Airport, Nashville, Tennessee, together with certain air navigational facilities, hereinafter referred to as the "Airport"; and,

WHEREAS, Lessee is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to lease real property pursuant to 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Authority wishes to lease, demise and let unto Lessee, and Lessee wishes to take and lease from Authority, certain improved real property, at the Nashville International Airport, Nashville, Tennessee (the "Airport"), as more fully described herein, and made a part hereof, to operate a 911 emergency call center.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, Authority and Lessee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" as used herein contemplates and includes the lease of Authority-owned property (referred to henceforth as Assigned Areas) and permission for Lessee to operate a 911 emergency call center and other business activities in support thereof.
- 1.2 "Airport", "Airport Terminal" and "Terminal" shall mean the Passenger Terminal Building at Nashville International Airport and the airfield operating area.
- 1.3 "Assigned Area" is the area or areas of Airport designated by this Agreement and Exhibits A-1 and A-2 attached hereto.
- 1.4 "Authority" shall mean the Metropolitan Nashville Airport Authority and shall include such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties which lawfully reside in the Metropolitan Nashville Airport Authority.
- 1.5 "President" shall mean the President of the Metropolitan Nashville Airport Authority or that person designated by the President to act for him with respect to any or all matters pertaining to this Agreement.

ARTICLE II

TERM

- 2.1 This Agreement shall become effective upon execution by all parties hereto. By this Agreement, the Authority leases, demises, and lets unto the Lessee and Lessee takes and leases from the Authority pursuant to the terms and conditions set forth in this Agreement that certain improved real property at Nashville International Airport, Nashville, Tennessee, and commonly known as the Luton Center, as set

forth by metes and bounds on Exhibit A-1 and as set forth graphically on Exhibit A-2, both of which exhibits are incorporated herein by reference the same as if copied verbatim. The term of this Agreement shall be for three (3) years commencing October 1, 2002, and ending September 30, 2005, at which time the leasehold, and all improvements thereon, shall revert to the Authority free and clear of all liens, claims, or encumbrances whatsoever. At the end of the term, Lessee shall have two (2) successive options to extend the term for an additional period of one (1) year for each such option. Lessee shall exercise any option by giving Authority not less than ninety (90) days written notice prior to the expiration of the term or previous option, which ever is applicable.

ARTICLE III

PRIVILEGES AND OBLIGATIONS OF LESSEE

- 3.1 Lessee shall use the Assigned Area as a 911 emergency call center and for other business activities in support thereof. The Assigned Area shall be used for no other purpose without the advance written approval of the Authority, which approval may be denied for any reason.
- 3.2 Lessee agrees to conform with all of Authority's signage standards and agrees not to display, install, inscribe, paint or affix any signs, advertisements or notices upon the Assigned Area without written consent of Authority, which consent may be denied for any reason. Upon termination of this Agreement, Lessee shall remove any and all signs, advertisements and notices at the request of Authority.
- 3.3 Lessee is hereby granted the rights of ingress and egress from the Assigned Area. Such rights of ingress and egress shall apply to Lessee's employees, guests, patrons, invitees, suppliers and other authorized individuals.

ARTICLE IV

RENTALS, FEES AND CHARGES

- 4.1 Commencing October 1, 2002, and continuing thereafter for the term hereof, Lessee covenants to pay to Authority, over and above other additional charges and payments to be made by Lessee, as hereinafter provided, an annual rental of Sixty Thousand One Hundred Sixty-five and 48/100 Dollars (\$60,165.48), payable in equal monthly installments of Five Thousand Thirteen and 79/100 Dollars (\$5,013.79), payable on the first day of each month, in advance and without notice or set-off, at the address provided in Section 25.5 or at such other location notice of which is hereafter given by the Authority.
- 4.2 The rental for each renewal option shall be based upon fair market value for Assigned Area, which shall include all improvements. The parties shall negotiate and agree upon fair market value in writing prior to any renewal option taking effect.
- 4.3 Lessee shall have separately metered and shall pay for all utilities consumed within the Assigned Area.
- 4.4 Without waiving any other right of action available to Authority in the event of default in payment of any and all fees, charges or taxes hereunder, in the event that Lessee is delinquent for a period of ten (10) days or more in paying to Authority any fees payable to Authority pursuant to this Agreement, Lessee shall pay to Authority interest thereon at the maximum rate allowable by law per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Lessee.

ARTICLE V

IMPROVEMENTS BY AUTHORITY

- 5.1 Lessee represents that it has inspected and examined the Assigned Area and accepts it in its present condition and agrees that Authority shall not be required to make any other improvements, repairs or modifications whatsoever in or upon the Assigned Area hereby leased or any part thereof. Lessee's occupancy of the Assigned Area is Lessee's representation to Authority that (i) Lessee has examined and inspected the Assigned Area, including any existing improvements thereon, (ii) finds the Assigned Area to be as represented by Authority and satisfactory for Lessee's intended use, and (iii) constitutes Lessee's acceptance of the Assigned Area and any existing improvements "as is". Authority makes no representation or warranty as to the condition of the Assigned Area or the improvements.**
- 5.2 Except as provided in Section 6.8 of this Agreement, all leasehold improvements, as defined by Tennessee law, will be considered an integral part of the Assigned Area and title to such leasehold improvements will vest in Authority upon termination or expiration of this Agreement, free and clear of any liens or encumbrances whatsoever.**

ARTICLE VI

IMPROVEMENTS BY LESSEE

- 6.1 Lessee shall, without cost to Authority, provide the Assigned Area with all improvements necessary for its operation other than the existing improvements.**
- 6.2 All improvements and equipment constructed or installed by Lessee, its agents, or contractors, including the plans and specifications shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.**

- 6.3 Two sets of final plans and specifications for the Assigned Area shall be submitted to the Authority after execution of this Agreement. No work or construction shall commence until written approval from the Authority is received and the plans are stamped "Approved".**
- 6.4 The Authority shall either approve or disapprove the plans and/or specifications submitted by Lessee. The approval by the Authority of any plans and specifications refers only to the conformity of such plans and specifications for the Assigned Area to existing improvements at the Airport and such approval shall not be unreasonably withheld. The review or approval of such plans and specifications by the Authority is for the sole benefit of the Authority and is not an approval for architectural or engineering design or compliance with applicable laws or codes, and the Authority by approving such plans and specifications, assumes no liability or responsibility for any defect in any structure or improvement constructed according to such plans and specifications. The Authority reserves the right to reject any designs submitted, and shall state the reasons for such action.**
- 6.5 In the event of rejection by the Authority, Lessee shall submit necessary modifications and revisions.**
- 6.6 No material changes or alterations shall be made to said plans and specifications after approval by the Authority. No structural alterations or improvements shall be made to or upon the Assigned Area without the prior written approval of the Authority. One reproducible final copy of the plans for all improvements or subsequent changes therein or alterations thereof to the Assigned Area shall be signed by Lessee and submitted to the Authority within thirty (30) days following completion of the project.**

- 6.7 Lessee covenants and agrees that it shall, at its sole cost and expense, construct or cause to be constructed on the Assigned Area all improvements required to be used for the purposes specified in III hereof, including all utility services. All improvements made by Lessee to the Assigned Area shall be of high quality. Furthermore, they shall be safe, fire resistant, attractive in appearance, and shall require written approval of the Authority prior to installation. All charges including installation cost, meter deposits and all service charges for water, electricity and other utility services to and within the Assigned Area shall be paid by Lessee.**
- 6.8 All improvements made to the Assigned Area and additions and alterations thereto made to the Assigned Area by Lessee shall be and remain the property of Lessee until the expiration of the term of this Agreement, as set forth in II, or upon termination of this Agreement (whether by expiration of the term, termination, forfeiture, or otherwise), whichever first occurs; at which time the said improvements shall become the property of Authority, provided, however, that any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Assigned Area shall remain the property of Lessee and shall so remain unless Lessee shall fail within ten (10) days following the termination of this Agreement to remove its trade fixtures, signs and other personal property of Lessee not permanently affixed to the Assigned Area in which event, at the option of Authority, title to same shall vest in Authority, at no cost to Authority, or Authority may elect to exercise its rights set forth in Paragraph 14.6 of this Agreement.**

- 6.9** Upon completion of improvements to the Assigned Area outlined herein above, Lessee shall have the right to install or erect additional improvements in the Assigned Area provided, however, that all such alterations be commenced only after plans and specifications thereof have been submitted to and approved in writing by the Authority. Any such alterations and/or repairs shall be without cost to the Authority within the time specified in the written approval and with the least disturbance possible to Lessee's operation and to the public.
- 6.10** The ultimate control over the quality and acceptability of the improvements in the Assigned Area will be retained by Authority, and all improvements and finishes shall require the written approval of the Authority prior to installation.
- 6.11** Upon completion of improvements, a duly authorized officer of Lessee must prove to the reasonable satisfaction of Authority by certified written statement, and any other means or devices deemed reasonably necessary by Authority: (1) the amount of total construction costs; (2) that the improvements have been constructed in accordance with plans and specifications previously approved by Authority and in strict compliance with all applicable building codes, laws, rules, ordinances and regulations; and (3) that no liens exist on any or all of the construction and that all contractors and subcontractors have been paid all amounts due and owing to them.
- 6.12** Lessee shall not remove or demolish, in whole or in part, any material portion of the improvements upon the Assigned Area without the prior written consent of the Authority, which may be conditioned upon the obligation of Lessee to replace the same by an improvement specified in such consent.
- 6.13** Lessee shall be responsible for making repairs at its sole expense for any damage resulting from the removal by Lessee of its said furniture, trade fixtures, etc.

ARTICLE VII

OPERATIONAL STANDARDS

- 7.1 Lessee agrees to operate upon and within the Assigned Area in a safe and orderly manner.**
- 7.2 The management, maintenance and operation of the Assigned Area shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times be subject to the direction and control of Lessee.**
- 7.3 The operations of Lessee, its employees, invitees, suppliers, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others.**

ARTICLE VIII

MAINTENANCE

- 8.1 Lessee will keep, or see to the keeping of, the Assigned Area at all times in good and substantial repair, and will be responsible for keeping the Assigned Area in a good, clean, sightly and healthy condition commensurate with housekeeping standards of other tenants at the Airport.**
- 8.2 If Lessee shall at any time fail to keep the Assigned Area in good and substantial repair as aforesaid in a clean and healthy condition, then Authority, after giving Lessee the (10) days written notice of such failure to comply, may do all things necessary to effect compliance with this Agreement, and all monies expended by it for that purpose shall be repayable by Lessee as additional rental in the month or months said work is performed. Authority's reasonable determination shall be final and conclusive.**

- 8.3 Lessee agrees to maintain and make necessary repairs to the Assigned Area and the fixtures and equipment therein and appurtenances thereto. Lessee agrees to keep and maintain in good condition the electrical, mechanical, HVAC, and other systems located on the Assigned Area.**
- 8.4 Prior to making any structural repairs, Lessee shall submit plans to and obtain the written approval of the Authority. All such work performed by Lessee must be inspected and approved by the Authority. Lessee will be responsible for maintaining the structural integrity and condition of the roof, structural walls, and foundation of the building that is located in the Assigned Area.**
- 8.5 All repairs done by Lessee or on its behalf shall be performed in a good and workmanlike manner. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state or local authority having jurisdiction over the work in Lessee's Assigned Area.**
- 8.6 Subject to Lessee's reasonable security policies (which may, for example, require that the Authority's representative be accompanied by a Lessee representative while present in the Assigned Area), Authority shall have the right to enter Lessee's Assigned Area to:**
- a. Inspect the Assigned Area at reasonable intervals during Lessee's regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Agreement. The Authority may, at its discretion, require Lessee to effect repairs required of Lessee at Lessee's own cost.**
 - b. Perform any and all things which Lessee is obligated to do, but has failed to do after reasonable notice, including: maintenance, repairs and**

replacements to Lessee's Assigned Area. The cost of all labor and materials required to complete the work will be paid by Lessee to the Authority within ten (10) days following demand by the Authority for said payment.

Authority's receipts and invoices shall be conclusive and binding on Lessee as to the cost of performance of such obligations by Authority.

- 8.7 Lessee shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Lessee's operations. Lessee agrees to provide and use suitable covered or sealed receptacles for all garbage, trash and other refuse in the Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted.
- 8.8 Lessee shall have the right, but shall not be obligated, to provide security protection as it may desire at its own cost. Such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligations of Lessee hereunder. Any extra security protection shall be subject to the authority granted to the Airport's Public Safety Department and shall in no way hinder or interfere with their duties.

ARTICLE IX

COMPLIANCE

- 9.1 Lessee, its officers, agents, servants, employees, contractors, licensees and any other person whom Lessee controls or has the right to control shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the United States of America, the State of Tennessee, the Metropolitan Government of Nashville and Davidson County and their respective agencies, departments, authorities or commissions which may either directly or indirectly

affect Lessee or its operations on or in connection with the Assigned Area or Airport. If the Authority incurs any fines or penalties due to Lessee's violation of any such present or future laws, ordinances, orders, directives, rules and regulations, it is mutually agreed by both parties that any such fine or penalty shall be directly passed on to Lessee by Authority and the same shall become the sole responsibility of Lessee.

9.2 Lessee shall pay wages that are not less than the minimum wages required by federal and state statutes ordinances to persons employed in its operations hereunder.

9.3 This Agreement is governed by the laws of Tennessee. Any disputes relating to this Agreement must be resolved in accordance with the laws of Tennessee, and in the event of litigation, Lessee acknowledges that jurisdiction and venue for actions to enforce or interpret this Agreement are proper in the Chancery Court of Davidson County, Tennessee.

ARTICLE X

ASSIGNMENT AND SUBLEASING

10.1 Lessee shall not assign this Agreement or allow same to be assigned by operation of law or otherwise, or sublet the Assigned Area or any part thereof without the prior written consent of Authority. Authority reserves the right to deny any assignment or subletting by Lessee for any reason it deems in the best interest of Authority. Any purported assignment or sublease in violation hereof shall be void.

10.2 In no case may the activities, uses, privileges and obligations authorized herein on the Assigned Area or any portion thereof be assigned, for any period or periods

after an uncured default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by Lessee.

- 10.3 In the event Authority consents to any assignment or subletting on the part of Lessee for any rights or privileges granted in this Agreement, Lessee shall be and remain responsible for any and all payments due Authority as a result of operations from the assignment or subletting and for the performance of any and all of Lessee's obligations hereunder.

ARTICLE XI

INTENTIONALLY DELETED

ARTICLE XII

INSURANCE AND BONDS

- 12.1 Lessee is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code. Ann. § 29-20-201 et seq. Lessee agrees to provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of Lessee, subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.
- 12.2 Intentionally Deleted.
- 12.3 Intentionally Deleted.
- 12.4 Intentionally Deleted.
- 12.5 Intentionally Deleted.
- 12.6 Intentionally Deleted.
- 12.7 Intentionally Deleted.
- 12.8 Intentionally Deleted.

12.9 To the maximum extent allowed by law, Lessee agrees to maintain fire and extended insurance coverage on all buildings and permanent improvements existing or to be constructed on the Assigned Area in an amount not less than Seven Hundred Thirty Thousand Dollars (\$730,000.00), which represents the full insurable value thereof, provided, however, that such amount shall be adjusted no more frequently than annually at the reasonable request of Lessor to reflect increased insurable value. If any building or improvements located on the Assigned Area shall be damaged by fire, casualty or any other causes, Lessee shall, within ninety (90) days after such damage, commence restoration or reconstruction of the Assigned Area to a condition generally equivalent to that preceding the damage or destruction. During the period of such reconstruction, the rental provided for herein shall be reduced in proportion to the area of the Assigned Area which have been rendered unusable. Lessee may elect, during such ninety (90) day period, not to reconstruct or rebuild the damaged or destroyed building or buildings erected on the land, in which event the insurance proceeds shall become the property of Authority. In any event, Lessee's repair or reconstruction to the Assigned Area, or payment of the insurance proceeds to Authority if the Assigned Area is not restored, must be commenced in the case of repair or in the case of payment of proceeds made within ninety (90) days after such damage. As to permanent improvements constructed on the Assigned Area by Lessee, the formula for determining division of insurance proceeds when the permanent improvements are not reconstructed shall be based upon the unamortized cost to be determined by amortizing the cost of the permanent improvements on a straight-line basis over the portion of the term of the lease remaining from the time of completion of the

improvements. Should Lessee later elect to rebuild or reconstruct, then Authority will pay over to Lessee upon receipt of itemized bills of cost as expended, that portion of the insurance proceeds necessary to complete said rebuilding or reconstruction, but in no event an amount greater than the insurance proceeds.

12.10 If Lessee makes or causes to be made additional improvements to the Assigned Area, the agreed upon insurance limits of the Assigned Area shall be one hundred percent (100%) of the full insurable value of those improvements.

12.11 Prior to commencing any work or construction in the Assigned Area, Lessee agrees to provide, or cause to be provided, Authority with a Construction Bond and Labor and Materials Bonds, for any construction or capital improvements undertaken by Lessee during the term of this Agreement in a sum equal to the full amount of the construction contract award.

ARTICLE XIII

TERMINATION BY LESSEE

13.1 In addition to all other remedies available to Lessee, this Agreement shall be subject to termination by Lessee should Authority breach any of the material terms, covenants, or conditions of this Agreement to be kept, performed, and observed by Authority, and the failure of Authority to remedy such breach, subject to Authority's right to litigate the issue, which litigation shall stay this time period, for a period of thirty (30) days after written notice from Lessee of the existence of such breach or, if more than thirty (30) days shall be required because of the nature of such breach, if Authority shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

- 13.2 In the event of any default by Authority that substantially interferes with Lessee's ability to use the Assigned Area for the purposes permitted by this Agreement, Lessee shall be eligible for an equitable abatement in its rental, fees and charges as identified in Article IV from the time of default until the cessation of such condition of default, or the termination of this Agreement by Lessee. In the event of any litigation to determine if a condition of default has occurred, Lessee may elect to pay its rentals, fees and charges into the court having jurisdiction over such litigation, or to Authority, but shall not be relieved from such obligation unless and until a final determination on such litigation is made in Lessee's favor.**
- 13.3 Should funding for this Agreement be discontinued by the governmental action or decision of Lessee, Lessee shall have the right to terminate this Agreement immediately upon written notice to Authority.**
- 13.4 This Agreement shall be subject to suspension by Lessee in the event any one or more of the following occur:**
- a. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of Airport in such a manner as to substantially restrict Lessee's use of the Assigned Area, not caused by any act or omission of Lessee, and the remaining in force of such injunction for at least sixty (60) days; or**
 - b. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of Airport and its facilities in such a manner as to substantially restrict Lessee's use of the Assigned Area if such restriction be continued for a period of three (3) months or more.**

13.5 In the event of any occurrence provided for in Section 13.4, this Agreement may be suspended by Lessee, until any such occurrence is totally rectified, and Lessee shall be released from its obligation to pay the rental, fees and charges as identified in IV, until the cessation of said suspension, at which time this Agreement will resume and continue under the existing terms and conditions.

ARTICLE XIV

TERMINATION BY AUTHORITY

14.1 This Agreement shall be subject to termination by Authority should any one or more of the following conditions of default occur:

- a. If Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Lessee's part to be performed and observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by Lessee of written notice of such neglect or failure (except for the failure or neglect to pay any installment of monthly rental or additional rental wherein such neglect or failure must be cured within ten (10) days after receipt by Lessee of written notice of such neglect or failure) or, if more than thirty (30) days shall be required because of the nature of the default, if Lessee shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default; or**
- b. If the estate hereby created shall be taken by execution or by other process of law; or**
- c. The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings under the provisions of any federal or state reorganization code**

or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act; or

- d. If any court shall enter a final order with respect to Lessee, providing for modification or alteration of the rights of creditors; or
- e. If Lessee shall fail (and such failure is not cured within the time period set forth herein) to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Tennessee, the Metropolitan Government of Nashville and Davidson County relating to Lessee's use of the Assigned Area; or
- f. If Lessee shall fail to take possession of the Assigned Area; or
- g. If Lessee shall, for any reason within its control, abandon all or any part of the Assigned Area or shall discontinue the conduct of its operations in all or any part of the Assigned Area for a period in excess of ten (10) business days.
- h. If Lessee shall commit any act of default under the terms or conditions of any other agreement between the parties hereto, with such default remaining uncured and resulting in the termination of the applicable Agreement.

14.2 In the event any condition of default shall occur (notwithstanding any waiver, license, or indulgence granted by Authority with respect to any condition of default in any form or instance) Authority, then, or at any time thereafter, while such breach is continuing, shall have the right, at its election, either to terminate this Agreement by giving at least ten (10) days written notice to Lessee at which time Lessee will then quit and surrender the Assigned Area to Authority, but Lessee

shall remain liable as hereinafter provided, or, to enter upon and take possession of the Assigned Area (or any part thereof in the name of the whole), without demand or the permission of any court and to remove Lessee and those claiming under Lessee, forcibly, if necessary, without prejudice to any remedy for arrears of rent or preceding breach of covenant and without any liability to Lessee or those claiming under Lessee for such repossession.

14.3 Authority's repossession of the Assigned Area shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention is given to Lessee, or unless such termination is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Authority because of any default by Lessee, Authority may at any time after such reletting elect to terminate this Agreement for any such default.

14.4 Upon repossession, Authority shall in good faith attempt to relet the Assigned Area or any part thereof for such period or periods (which may extend beyond the term of this Agreement) at such rent or rents and upon such other terms and conditions as Authority may, in good faith, deem advisable. Authority shall in no event be liable and Lessee's liability shall not be affected or diminished in any way whatsoever for failure to relet the Assigned Area, or in the event same are relet, for failure to collect any rental or other sums due under such reletting.

14.5 In the event that Authority shall elect to relet, then rentals received by Authority from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to Authority; second, to the payment of any cost of such reletting; and the residue, if any, shall be held by Authority and

applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Authority. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Authority, as soon as ascertained, any reasonable costs and expenses incurred by Authority in such reletting not covered by the rentals received from such reletting of the Assigned Area.

- 14.6 If Authority shall terminate this Agreement or take possession of the Assigned Area by reason of a condition of default, Lessee and those holding under Lessee, shall forthwith remove their personal property from the Assigned Area. If Lessee or any such claimant shall fail to effect such removal forthwith, Authority may, at its option, exercise the right set forth in paragraph 16.1 herein or may without liability to Lessee or those claiming under Lessee remove such goods and effects and may store the same for the account of Lessee or of the owner thereof at any place selected by Authority, or, at Authority's election, and upon given fifteen (15) days written notice to Lessee of date, time and location of sale, Authority may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise as Authority may in good faith deem advisable. If, in Authority's judgment, the cost of removing and storing or the cost of removing and selling any such goods and effects exceeds the value thereof or the probable sale price thereof, as the case may be, Authority shall have the right to dispose of such goods in any manner Authority may deem advisable.

- 14.7 Lessee shall be responsible for all costs of removal, storage and sale, and Authority shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by Authority. If any surplus sale proceeds shall remain after such reimbursement Authority may deduct from such surplus any other sum due to Authority hereunder and the residue, if any, shall be held by Authority and applied in payment of future rent as the same may become due and payable hereunder.**
- 14.8 If Authority shall enter into and repossess the Assigned Area for reason of default of Lessee in the performance of any of the terms, covenants or conditions herein contained, then and in that event Lessee hereby covenants and agrees that Lessee will not claim the right to redeem or reenter the Assigned Area to restore its operations hereunder and Lessee hereby waives the right to such redemption and re-entrance under any present or future law, and hereby further, for any party claiming through or under Lessee, expressly waives its right, if any, to make payment of any sum or sums of rent, or otherwise, of which Lessee shall have made default under any of the covenants of this Agreement and to claim any subrogation of the rights of Lessee under these presents, or any of the covenants thereof, by reason of such payment.**
- 14.9 All rights and remedies of Authority herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.**

- 14.10** If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Lessee shall be permitted to retain possession of the Assigned Area, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.
- 14.11** Any amount paid or expense or liability incurred by Authority for the account of Lessee may be deemed to be additional rental and the same may, at the option of Authority, be added to any rent then due or thereafter falling due hereunder.
- 14.12** Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Authority obtaining possession of the Assigned Area by reason of the violation by Lessee of any of the covenants and conditions of this Agreement or otherwise. The rights given to Authority herein are in addition to any rights that may be given to Authority by any statute or otherwise.
- 14.13** Lessee agrees that title to all permanent improvements constructed on the Assigned Area by Lessee shall vest in Authority, free and clear, without further process of law, upon expiration or termination of this Agreement.
- 14.14** Authority, by this section, places Lessee on notice that during the term of this Agreement, it may become necessary for Authority to terminate some part or all of this Agreement for Airport modification and/or expansion in order to adequately provide airport facilities and air service. Authority shall have the right to terminate this Agreement at any time in the event the Board of Commissioners of Authority shall determine, by resolution adopted in an open meeting at which

Lessee shall be afforded an opportunity to be heard, that the Assigned Area, or portion thereof, are necessary for Airport modification or expansion. Notwithstanding anything to the contrary in this Agreement, in the event of any such termination by the Authority, the Authority shall pay Lessee an amount equal to the then unamortized cost of the permanent improvements constructed by Lessee on the Assigned Area, if any, determined by amortizing the cost of the permanent improvements on a straight line basis over the portion of the term of the Lease remaining from the time of completion of the permanent improvements. In addition, Authority shall pay to Lessee relocation assistance pursuant to and as limited by Title 49 Code of Federal Regulations Part 24, as the same may be amended from time to time. Authority shall give Lessee six (6) months notice to vacate the Assigned Area in the event of such termination, and thereafter Lessee shall have no liability for the payment of rent for the remainder of the term of this Agreement. If so requested by Lessee and prior to the end of the six (6) month notice period, the Authority shall use its best efforts to provide Lessee other Assigned Areas from which Lessee may conduct its operations. Lessee shall yield up the Assigned Area and any improvements constructed thereon at the expiration of said six (6) months notice without the Authority resorting to the process of law. A resolution duly enacted by the Board of Commissioners of Authority shall be conclusive evidence that said property or properties are needed for airport modification or expansion. The Authority is not currently aware of any such planned or anticipated airport modification or expansion.

14.15 Lessee agrees to keep all insurance policies in effect through surrender of the Assigned Area.

ARTICLE XV

CONDEMNATION

- 15.1 In the event of a total taking due to sale under or because of the right of eminent domain, or condemnation, of all the Assigned Area during the term of this Lease, this Lease shall terminate as of the date of such taking, or sale, and all of Lessee's rights and interests in said Assigned Area, and any and all rights or interests in this Lease, shall cease to exist hereunder. Lessee shall be entitled to recover from the condemning authority only that portion of the condemnation award or settlement allocated to the remaining unamortized cost of the permanent improvements constructed by Lessee on the Assigned Area, if any, determined by amortizing the cost of the permanent improvements on a straight line basis over the portion of the term of the Lease remaining from the time of completion of the permanent improvements. Lessee shall retain its rights to payment from the condemning authority for relocation assistance in accordance with applicable federal or state regulations. Authority shall be entitled to the remaining portion of the award or settlement allocated to the buildings and permanent improvements constructed by Lessee and all of the award allocated to the land and permanent improvements constructed by Authority. In no event will Lessee's right to compensation exceed that portion of the condemnation award or settlement properly allocated to the condemned permanent improvements constructed by Lessee as unamortized above, along with relocation assistance.
- 15.2 In the event of a taking or sale, under or due to the right of eminent domain or by condemnation, of any part of the unimproved or improved portions of the Assigned Area during the term of this Lease, which by agreement of Authority and Lessee

renders the Assigned Area useless, or materially affects the purposes for which this Lease has been executed, Authority or Lessee may elect to terminate this Lease; provided, that if Lessee elects to terminate, all of its rights and interest in the Assigned Area shall terminate as of the date of taking; however, Lessee shall be entitled to receive that portion of the condemnation award or settlement allocated to the unamortized cost of the permanent improvements constructed by Lessee on the Assigned Area, if any, determined by amortizing the cost of the permanent improvements on a straight line basis over the portion of the initial term of the Lease remaining from the time of completion of the permanent improvements. Lessee shall retain its right to relocation assistance, as provided here and above. Authority shall be entitled to the remaining portion of the award or settlement allocated to buildings and permanent improvements constructed by Lessee and all of the award allocated to the land and permanent improvements constructed by Authority. In no event shall Lessee's right to compensation exceed that portion of the condemnation award or settlement properly allocated to the condemned permanent improvements constructed by Lessee as unamortized above, along with relocation assistance. If Lessee elects to remain in possession, the rental provided for herein shall be reduced in proportion to the areas of the Assigned Area so taken or rendered unusable.

ARTICLE XVI

SECURITY

16.1 Lessee agrees to observe all security requirements of Transportation Security Administration Part 1542, and the Airport Security Program, and as they may be amended hereafter, applicable parts of which will be furnished to Lessee, as

approved by the Federal Aviation Administration and/or the Transportation Security Administration, and to take such steps as may be necessary or directed by Authority to insure that sublessees, employees, invitees, and guests observe these requirements.

- 16.2 If Authority incurs any fines and/or penalties imposed by the Federal Aviation Administration and/or the Transportation Security Administration, or any expense in enforcing the regulations of Transportation Security Administration Regulations Part 1542 and/or the Airport Security Program, as a result of the acts or omissions of Lessee, Lessee agrees to pay and/or reimburse all such costs and expense. Lessee further agrees to rectify any security deficiency as may be determined as such by Authority, the Federal Aviation Administration and/or the Transportation Security Administration. Authority reserves the right to take whatever action necessary to rectify any security deficiency as may be determined as such by Authority, the Federal Aviation Administration and/or the Transportation Security Administration. Authority reserves the right to take whatever action necessary to rectify any security deficiency, in the event Lessee fails to remedy the security deficiency, and Lessee shall immediately reimburse Authority for the costs of such remedy on demand therefor from Authority.

ARTICLE XVII

HOLDING OVER

- 17.1 Any holding over by Lessee after the expiration or termination of this Agreement, without the written consent of Authority, except for the period provided for herein for removal of property, shall not be deemed to operate as an extension or renewal

of this Agreement, but shall only create a tenancy from month to month which may be terminated by Authority at any time.

ARTICLE XVIII

ATTORNEY'S FEES

18.1 In the event that either party brings any action under this Agreement, and prevails in said action, then the prevailing party shall be entitled to recover from the other party its reasonable fees incurred as a result of said action. Such fees shall include, but not be limited to, expert witness fees, court reporter fees, court costs, and attorney fees.

ARTICLE XIX

AMENDMENT

19.1 This Agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XX

RELATIONSHIP OF PARTIES

20.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. The parties understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of Landlord and Tenant.

ARTICLE XXI

APPROVALS BY AUTHORITY

21.1 Unless otherwise specified in the Agreement, whenever this Agreement calls for approval by the Authority, such approval shall be evidenced by the written approval of the President of Authority or his designee.

ARTICLE XXII

ENVIRONMENTAL PROTECTION

22.1 Lessee agrees to comply with all laws, and to obey all rules, regulations, or administrative orders of agencies of The Metropolitan Government of Nashville and Davidson County, the State of Tennessee, The United States and Authority as these laws, rules, regulations and administrative orders may now exist and as they may be hereafter adopted relating to protection of the environment.

ARTICLE XXIII

ENVIRONMENTAL COMPLIANCE

23.1 Lessee shall not cause or permit any "Hazardous Substance" as defined in Paragraph 23.4 of the Agreement to be used, stored or generated on the Assigned Area, except for Hazardous Substances of types and quantities customarily used or found in Lessee's business so long as said Hazardous Substances are used, stored and/or generated in full compliance with all laws. Lessee shall not cause or permit the release [as "Release" is defined in 42 U.S.C. Section 9601(22)(as amended)] of any Hazardous Substance, contaminant, pollutant, or petroleum product in, on or under the Assigned Area or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon. Lessee shall fully and timely comply with all applicable federal, state, and local statutes and regulations relating

to protection of the environment, including, without limitation, 42 U.S.C. Sections 6991-6991i.

23.2 Compliance Upon Termination - Upon the termination of this Agreement or vacation of the Assigned Area, Lessee shall, at Lessee's sole expense, remove or permanently clean all Hazardous Substances that Lessee, or anyone for whom Lessee is responsible, including, but not limited to, a customer, invitee, employee, agent, or person having a contractual relationship with the Lessee, caused to be situated on, at, in or under the Assigned Area. This shall be done in compliance with all applicable federal, state and local laws, regulations and ordinances and shall include the performance of any necessary cleanup or remedial action. Lessee shall provide Authority with copies of all records related to any Hazardous Substances that are required to be maintained by any applicable federal, state, or local laws or regulations.

Lessee shall, at Lessee's sole expense, clean up, remove and remediate (1) any Hazardous Substances in, on, or under the Assigned Area in excess of allowable levels established by all applicable federal, state and local laws and regulations and (2) all contaminants and pollutants, in, on, or under the Assigned Area that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a Release of Hazardous Substances, pollutants, contaminants or petroleum products that existed on the Assigned Area prior to the execution of the Agreement or that was caused solely by the act or omission of Authority or a third party for whom the Lessee is not responsible, e.g., not a

customer, invitee, employee, agent, or person having a contractual relationship with the Lessee.

23.3 Responsibility for Non-Compliance - Lessee shall defend and hold harmless the Authority and its consultants, agents, officers, directors and employees from and against and shall be responsible to the full extent allowed by applicable law for all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to reasonable attorneys fees, arising out of or resulting from the Lessee's use of the Assigned Area or acts or omissions of others on the Assigned Area for whom Lessee is responsible. Without limiting the generality of the foregoing, the above provision extends to liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Assigned Area or actual, threatened or alleged release of any Hazardous Substances, pollutant, contaminant or petroleum in, on or under the Assigned Area or the Building, provided that said actual, threatened or alleged contamination or release occurs after execution of the Agreement and is not caused by contamination that existed at the Assigned Area prior to execution of the Agreement. Lessee's obligations under this paragraph shall survive termination or expiration of this Agreement.

23.4 Definition of Hazardous Substances - As used herein, the term "Hazardous Substances" means and includes any and all substances, chemicals, wastes, sewage or other materials which are now or hereafter regulated, controlled or prohibited by any local, state or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof including,

without limitation, (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901, et seq., the Federal Water Pollution Control Act (FWPCA), 33 U.S.C. Section 1251, et seq., or the Clean Air Act (CAA), 42 U.S.C. Section 7401, et seq., all as amended from time to time hereafter; and (b) any hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree or other law now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound, or waste. As used herein, the term "Hazardous Substances" also means and includes, without limitation, asbestos; flammable, explosive or radioactive materials; gasoline, oil; motor oil; waste oil; petroleum (including without limitation, crude oil or any fraction thereof); petroleum-based products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorinated biphenyls; and other regulated chemical products.

23.5 Authority's Representation - To the best of Authority's current actual knowledge and belief as of the date of execution of this Agreement, Authority is not aware of any disposal of any Hazardous Substances in the Assigned Area prior to the date of

execution. Authority has provided Lessee with an opportunity to inspect the Assigned Area prior to the execution of the Agreement and date of possession.

ARTICLE XXIV

TAXES

- 24.1 Lessee is a governmental entity and is exempt from taxes. As such, Lessee shall not be responsible for any taxes that are imposed upon Lessor. Furthermore, Lessor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Lessee.
- 24.2 Lessee has the right to legally protest to any proper taxing authority, at its own expense, by whatever legal means, any tax, levy, assessment or other governmental or similar charge it deems inappropriate or unlawful, provided, however, that no lien or penalty shall be imposed on the Assigned Area as a result thereof.
- 24.3 Lessee covenants to furnish to Authority, promptly upon request, proof of the payment of any tax, assessment, and other governmental or similar charge, which is payable by Lessee as provided herein.

ARTICLE XXV

GENERAL PROVISIONS

- 25.1 Nondiscrimination in Employment Practices -
- a. Lessee and Lessor agree that they shall not subscribe to any personnel policy that permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or that is in violation of applicable laws concerning the employment of individuals with disabilities.

b. It is the policy of the Lessor and Lessee not to discriminate on the basis of age, race, sex, color, national origin, or disability in their hiring and employment practices, or in admission to, access to, or operation of their programs, services, and activities. With regard to all aspects of this Agreement, Lessor and Lessee certify and warrant that each will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Lessee's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Lessee or in the employment practices of Lessee's Contractors. Accordingly, Lessor and Lessee, upon reasonable request by the other party, shall show proof of such nondiscrimination and post in conspicuous places that are available to all employees and applicants, notices of non-discrimination.

25.2 Federal Aviation Act, Section 308 - Nothing herein contained shall be deemed to grant Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport, except that, subject to the terms and provisions hereof, Lessee shall have the right to possess the Assigned Area under the provisions of this Agreement.

25.3 Subordination to Agreements With the United States Government - This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. Authority covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

25.4 Nonwaiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

25.5 Notices - All notices to Authority required by this Agreement shall be in writing addressed to:

**President & CEO
Metropolitan Nashville Airport Authority
Nashville International Airport
One Terminal Drive, Suite 501
Nashville, Tennessee, 37214**

and all notices to Lessee so required shall be addressed to:

Metropolitan Government
Finance Department
Real Estate Manager
222 3rd Avenue North, Suite 701
Nashville, Tennessee 37201

or any other address furnished to the Authority, in writing, by Lessee. Any notice required or desired to be given under this Agreement may be personally served or given by mail. Any notice given by mail shall be sent certified mail with return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party and shall be deemed served on the date that such notice shall be deposited in the United States mail in the manner described herein.

25.6 Captions - The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

25.7 Severability - If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the parties hereto agree that the material rights of either party shall not be effected thereby except to the extent of such holding and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25.8 Agent for Service or Process - The parties hereby designate the following as their agents for service of process and will waive any objection to service of process if served upon this agent:

For the Lessee:

**Metropolitan Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201**

For the Lessor:

**President & CEO
Metropolitan Nashville Airport Authority
Nashville International Airport
One Terminal Drive, Suite 501
Nashville, Tennessee, 37214**

- 25.9 Waiver of Claims - The Lessee hereby waives any claim against Authority and the State of Tennessee and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out.**
- 25.10 Right to Develop Airport - The parties hereto further covenant and agree that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or view of Lessee and without interference or hindrance. In such instances, the costs of development and financial impact, as they impact Lessee, shall be borne by Authority and Lessee according to mutually agreed upon terms and conditions.**
- 25.11 Incorporation of Exhibits - All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.**

- 25.12 Incorporation of Required Provisions - The parties incorporate herein by reference all provisions lawfully required to be contained herein by any governmental body or agency.**
- 25.13 Nonliability of Agents and Employees - No member, officer, agent, or employee of the Authority or the Lessee shall be charged personally or held contractually liable by or to the other party under this Agreement or because of any breach thereof or because of its or their execution.**
- 25.14 Successors and Assigns Bound - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.**
- 25.15 Right to Amend - In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Lessee shall make such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be borne solely by Lessee.**
- 25.16 Time of Essence - Time is of the essence in the performance and/or satisfaction of the duties and/or conditions of this Agreement.**
- 25.17 Gender - Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.**
- 25.18 Force Majeure - Neither Authority nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by**

reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts to the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not within its control.

25.19 Disadvantaged Business Enterprise - Lessee agrees that it shall comply with Authority's Disadvantaged Business Enterprise Program and applicable laws and regulations, as they now exist and as they may be hereafter modified.

25.20 Conflict of Interest - Authority declares that as of the effective date of this Agreement, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Agreement and, furthermore, Authority pledges that it will notify the Administrator of Lessee in writing should any of the above-referenced persons become either directly or indirectly interested in this Agreement. In addition, Authority declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this Agreement. Furthermore, Authority pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Agreement. Lessee acknowledges that the Mayor is a member of the Board of Commissioners of the Authority but acts in his official rather than personal capacity in that position.

25.21 Contingency - This Agreement and the obligations of the Authority and Lessee hereunder are expressly contingent on the release of the Assigned Area from the option granted under that certain MNAA Option Agreement by and among Dell U.S.A., LP, the Authority and The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County dated as of January 1, 2000 and evidenced of record by that certain Memorandum of MNAA Option Agreement dated January 1, 2000 and recorded as Instrument Number 20010221-0016277, Register's Office for Davidson County, Tennessee.

ARTICLE XXVI

ENTIRE AGREEMENT

26.1 The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promise not expressly stated in this Agreement, any other written or oral agreement with the other party being expressly waived.

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

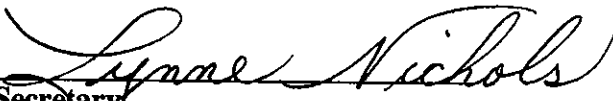
The parties hereto acknowledge that they thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received competent advice and counsel which was necessary for them to form a full and complete understanding of all rights and obligations herein.

The Authority acknowledges that this Agreement is not binding except and until all appropriate Lessee official signatures have been fully obtained, the Agreement has been approved by the Metropolitan Council and the Agreement has been filed with the Metropolitan Clerk.

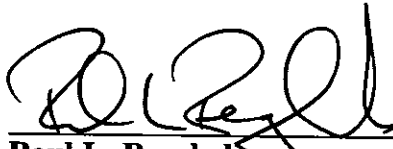
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

AUTHORITY

ATTEST:


Secretary

**METROPOLITAN NASHVILLE
AIRPORT AUTHORITY:**


Raul L. Regalado
President & CEO

**APPROVED AS TO
FORM AND LEGALITY:**


Stites & Harbison, PLLC

RECOMMENDED:


Douglas P. Wolfe
Senior Vice President

DATE: _____

DATE: _____

CERTIFICATE OF ACKNOWLEDGEMENT

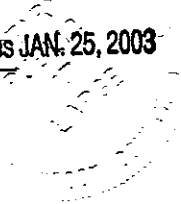
STATE OF TN

COUNTY OF Davidson

Before me, Glenda M. King, a notary public of the state and county aforesaid, personally appeared Raul S. Regalado, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the President + CEO of METROPOLITAN NASHVILLE AIRPORT AUTHORITY, the within bargainer, a corporation, and that Raul as such President and CEO, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as the President and CEO.

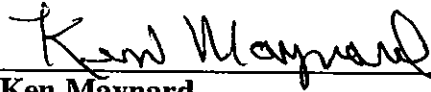
Witness my hand and seal, at office in Nashville, this 9th day of August, 2002.

Glenda M. King
NOTARY PUBLIC
My Commission Expires: My Commission Expires JAN. 25, 2003



LESSEE:

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:**



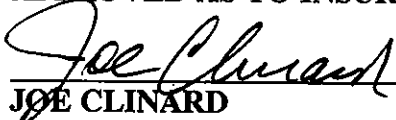
Ken Maynard
Public Property Director

APPROVED AS TO FINANCIAL MATTERS:



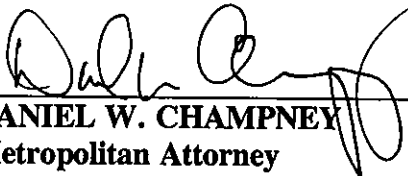
DAVID MANNING
Director of Finance

APPROVED AS TO INSURANCE:



JOE CLINARD
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:



DANIEL W. CHAMPNEY
Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Date: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Tennessee

COUNTY OF Daviesson

Before me, Karen R. Carver, of the state and county aforesaid, personally appeared Ken Maynard whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the Director of Public Property the within bargainor, a corporation, and that he as such Director being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Director of Public Property.

Witness my hand and seal, at office in Nashville, this 13th day of August, 2002.

Karen R. Carver
NOTARY PUBLIC
My Commission Expires: 11-26-05

EXHIBIT A1

8/9/02

11741N:021125:496937:5:NASHVILLE

LEASE DESCRIPTION

A tract of land in the twenty-seventh councilmanic district of Metropolitan-Nashville, Davidson County, Tennessee, lying wholly north of Harding Place and within the parcel identified as 302 on Davidson County Tax Map 434 and being more fully described as follows:

Commencing at an iron rod on the north margin of Harding Place, the northeast corner of the property conveyed to Metropolitan Nashville Airport Authority as evidenced in Deed Book 9194, Page 486, R.O.D.C., TN., and proceed southwesterly with the north margin of Harding Place, a curve to the left having a radius of 1512.40 feet and a central angle of 05 degrees 57 minutes 43 seconds for an arc length of 157.38 feet (chord bearing and distance of South 79 degrees 23 minutes 20 seconds West 157.30 feet) to the Point of Beginning, Thence;

1. Continuing with the north margin of Harding Place and a curve to the left having a radius of 1512.40 feet and a central angle of 01 degrees 39 minutes 18 seconds for an arc length of 43.68 feet (chord bearing and distance of South 75 degrees 34 minutes 49 seconds West 43.68 feet) to a point, Thence;
2. North 50 degrees 42 minutes 50 seconds West a distance of 298.75 feet to a point, Thence;
3. With a curve to the right having a radius of 77.28 feet and a central angle of 164 degrees 35 minutes 46 seconds for an arc length of 222.00 feet (chord bearing and distance of North 64 degrees 26 minutes 47 seconds West 183.16 feet) to a point, Thence;
4. North 51 degrees 25 minutes 02 seconds West a distance of 215.07 feet to a point, Thence;
5. North 37 degrees 29 minutes 19 seconds East a distance of 238.35 feet to a point, Thence;
6. South 51 degrees 28 minutes 02 seconds East a distance of 586.27 feet to a point, Thence;
7. South 38 degrees 33 minutes 57 seconds West a distance of 64.49 feet to a point, Thence;
8. With a curve to the left having a radius of 13.00 feet and a central angle of 89 degrees 31 minutes 12 seconds for an arc length of 20.31 feet (chord bearing and distance of South 06 degrees 11 minutes 39 seconds East 18.31 feet) to a point, Thence;
9. South 50 degrees 57 minutes 15 seconds East a distance of 94.89 feet to the point of beginning and containing 120046 square feet or 2.76 acres as calculated using the above described courses.

EXHIBIT A-1

EXHIBIT A2

8/9/02

11741N:021125:496937:5:NASHVILLE



SCALE: 1"=100'

METROPOLITAN
NASHVILLE
AIRPORT
AUTHORITY
DEED BOOK 8134, PAGE 486,
R.O.D.C., TENNESSEE
120,048 Square Feet Or
2.76 Acres

DELTA=184°35'45" E
CD BRQ=6428'47" W
T=671.41'
R=77.38'
L=221.00'
CHD=123.18'

N 51°25'21" W 218.07'

N 37°31'15" E 128.35'

S 51°25'21" E 218.27'

S 38°41'01" W 244.02'

S 17°25'25" N 218.27'

S 38°30'37" W 244.02'

DELTA=88°31'12"
R=13.00'
T=12.86'
L=38.71'
CHD=14.21'
S 08°11'36" E

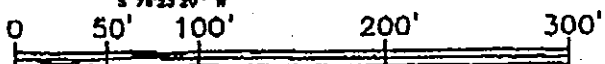
HARDING PLACE

DELTA=01°39'18"
R=1812.44'
T=211.84'
L=43.25'
CHD=43.25'
S 78°34'43" W

DELTA=08°47'43"
R=1312.40'
T=78.25'
L=167.25'
CHD=187.25'
S 78°23'20" W

POINT OF COMMENCEMENT

POINT OF BEGINNING



Graphic Scale

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DRAWN BY: G. TERRY
DATE: 8-24-99
JOB NO.: 99-093 W.O. NO, 6212
APPROVED BY: T. MARTIN

LEASE EXHIBIT
METROPOLITAN NASHVILLE AIRPORT AUTHORITY
TWENTY-SEVENTH COUNCILMANIC DISTRICT OF METROPOLITAN
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

EXHIBIT A-2