

**LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
AND
PETER BRUCE LTD.**

THIS LEASE AGREEMENT ("hereinafter Lease") made and entered into this 19th day of November, 2002, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (hereinafter "Lessee"), and **PETER BRUCE LTD.** (hereinafter "Lessor").

WITNESSETH:

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 Article 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Lessor is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease real property (hereinafter "Premises") from Lessor, ancillary to use as space for court functions (hereinafter "Permitted Use"); and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the rent or other consideration hereinafter established, Lessor lets and leases unto Lessee all parts and portions of certain real property, with the exceptions stated herein, for the purpose of the Permitted Use.

SECTION 1. LEASE DOCUMENTS.

This Lease is comprised of the following documents:

- (a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) any properly executed amendment to this lease (most recent with first priority)
- (b) this lease.

SECTION 3. TERM AND EXTENSION

(a) This lease shall commence on April 1, 2003, or sooner if Tenants Improvements are substantially complete) so long as Lessee has provided Lessor with approved construction documents on or before November 1, 2002; and end on March 31, 2006 ("Ending Date"). Should unreasonable delays in construction of Tenant Improvements occur caused solely by delays on the part of Lessee or its agents, this lease shall commence on April 1, 2003, and not the date of occupancy. The provisions of section 5 shall govern the refund of any unused portion of the lease. This lease shall not take effect until approved by the Council of the Metropolitan Government.

(b) Lessor hereby grants Lessee the option to extend the original three-year term of this lease agreement by an additional two one-year terms with one hundred eighty (180) days written notice prior to the expiration of the lease or extension period. In no event shall the entire term of the lease extend beyond five (5) years. All terms and conditions of the lease agreement will remain the same during the extension period, except that the Base Rent shall be re-negotiated and shall not be less than the rent payable during the initial term of the lease.

(c) If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (i) the commencement date or (ii) 30 days after the space is made available to the Lessee in accordance with the conditions of this lease.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) **Lessor's Rights and Responsibilities.**

Lessor agrees to allow Lessee to use and occupy approximately 53,877 square feet of space, as shown on Exhibit A, attached and made a part of this agreement, being at the premises known as Corners I, 601 Mainstream Drive, Nashville, Tennessee, recorded as Map 070-10 Parcel No. 17, of the Davidson County Register of Deeds records, ("the premises") to use for the Permitted Use.

(b) **Lessee's Rights and Responsibilities.**

(i) Lessee agrees to occupy and use the premises as specified above and to pay rent as specified in section 5.

(ii) Lessee agrees to contract for janitorial services for the premises and is responsible for any expenses incurred therefrom.

SECTION 5. RENT.

(a) Amounts.

Lessee agrees to pay Lessor Base Rent of \$377,139.00 annually, payable in the amount of \$31,428.25 monthly.

(b) Payment.

Rent must be paid by the first day of each month, as specified in section 18.

(c) Refund.

If Lessee occupies any of the premises for less than the full term of the lease, any rent paid for the premises in advance shall be refunded on a pro rata basis.

(d) Late Payments.

Lessee acknowledges that Lessor shall incur certain additional unanticipated administrative and legal costs and expenses if Lessee fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Lessor hereunder, if any payment required to be paid by Lessee to Lessor hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate (as reported in the Wall Street Journal) of interest ("Prime Rate") plus one (1%) per cent.

SECTION 6. CONSIDERATION.

Lessee, in consideration of this Lease, agrees:

(a) To timely pay rent when due hereunder;

(b) To use and occupy the premises for purposes stated hereunder only, and for no other object or purpose without the prior written consent of Lessor, or to not use the Premises for any illegal or harmful purpose.

SECTION 7. ADDITIONAL RENTAL.

In addition to the Base Rent specified in this Lease, Lessee shall pay to Lessor as "Additional Rent" for the Premises, in each calendar year or partial calendar year, during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year. "Annual Rental Adjustment" shall mean the amount of Utilities, Operating Expenses, Insurance Premiums and Taxes as described in this Section 7 below. Lessor shall estimate the Annual Rental Adjustment annually, and written notice thereof shall be given to Lessee prior to the beginning of each calendar year. Lessee shall pay to Lessor each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. Lessor may bill actual expenses over and above the estimated monthly amount for the first twelve months. Any overage in the estimated monthly payments would be deducted from the next month's payment. Within a reasonable time after the end of each calendar year, Lessor shall prepare and deliver to Lessee a statement showing the actual Annual Rental Adjustment.

Within thirty (30) days after receipt of the aforementioned statement, Lessee shall pay to Lessor, or Lessor shall credit against the next rent payment or payments due from Lessee, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Lessee during such year.

(a) TAXES. In addition to any rent specified herein, Lessee shall pay ad valorem property taxes, including any property taxes which are assessed during the term of this Lease, based upon the space actually occupied by Lessee. Notwithstanding the foregoing, Lessee is a tax exempt entity and nothing in this lease is intended to constitute a waiver of this status.

(b) INSURANCE PREMIUMS: Lessee shall pay as additional rent an amount equal to premiums charged for fire and extended coverage at replacement value, any other usual insurance coverages maintained by Lessor on the building, including liability insurance with all endorsements carried by Lessor on the Building payable for any Lease Year.

(c) OPERATING EXPENSES: Lessee shall pay as additional rent an amount equal to the reasonable repair, replacement, operation and maintenance costs for the building's common area, shrub care, lawn care and general landscaping, trash removal, maintenance and repair and replacement to parking and trucking areas, driveways, sidewalks including snow removal, exterior lighting, other facilities used in the Building (including management fees) and the cost to monitor, maintain and repair fire safety systems (Operating Expenses), and the Lessor shall use good faith efforts to keep the operating and maintenance costs in line with costs for other similar buildings. Operating Expenses shall include any items of repair and maintenance items in Section 10. The costs of any capital improvements constructed during the Lease Term shall be amortized over the useful life of such improvements (as reasonably determined by Lessor) and only the amortized portion shall be included in Operating Expenses.

SECTION 8. TENANT IMPROVEMENTS

(a) Lessee has personally inspected the Premises and accepts the same "AS IS" without representation or warranty by Lessor of any kind and with the understanding that Lessor shall have no responsibility except as set forth herein.

(b) Promptly following the approval of this Lease, Lessee shall prepare and submit to Lessor a set of plans and specifications and/or construction drawings (the "Plans and Specifications") covering all work to be performed by Lessor in constructing the leasehold improvements to the Premises (the "Lessee Improvements"). Lessor shall have ten (10) days in which to review the Plans and Specifications and to give Lessee written notice of Lessor's approval of the Plans and Specifications or its requested changes to the Plans and Specifications. If Lessor fails to approve or request changes to the Plans and Specifications with ten (10) days, then Lessor shall be deemed to have approved the Plans and Specifications and the same shall thereupon be final. Lessor shall at all times in its review of the Plans and Specifications, and of any revisions thereto, act reasonably and in good faith.

(c) Following Lessor's approval (or deemed approval) of the Plans and Specifications, Lessor shall solicit competitive bids from at least three (3) Contractors. Lessor and Lessee shall

review the bids jointly and Lessee shall select one Contractor. Promptly following the selection of a Contractor, Lessor shall deliver to Lessee a statement of the cost to construct and install all of the Lessee Improvements (the "Cost Statement"). Lessee agrees to acknowledge the Cost Statement in writing within three (3) days following Lessor's written request therefor.

(d) Lessee shall be responsible for the cost to construct the Lessee Improvements only to the extent that the Cost Statement, taking into account any increases or decreases resulting from any Change Orders (as hereinafter defined), exceeds One Hundred Sixty Thousand (\$160,000.00) Dollars (the "Allowance"). The Lessee shall have the right to inspect all work, either with its personnel or with a hired consultant's inspector(s). Lessee's Architect/Engineers shall also approve the Contractors Payment Requests and the Lessor may request reimbursement of each approved Contractors Payment Request, after Lessor has exhausted the Allowance. Each reimbursement request shall be accompanied by a statement signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with the Plans and Specifications and that the Contractor knows of no reason why payment should not be made as requested. Lessee shall make every attempt to make payment to the Lessor within ten (10) days following the submission of a request for reimbursement.

(e) Lessor shall provide Lessee with a proposed schedule for the construction and installation of the Lessee Improvements, including, but not limited to construction activities, submission schedules and inspection dates, and shall notify Lessee of any material changes to said schedule, but Lessor shall not be responsible for any delays not caused by Lessor. Lessee agrees to coordinate with Lessor regarding the installation of Lessee's phone and data wiring and any other trade related fixtures that will need to be installed by Lessee in the Premises prior to Substantial Completion. In addition, if and to the extent permitted by applicable laws, rules and ordinances, Lessee shall have the right to enter the Premises prior to the anticipated date for completion of the Lessee Improvements in order to install fixtures and otherwise prepare the Premises for occupancy (which right shall expressly exclude making any structural modifications), so long as it does not interfere with the work of the contractor. During any entry prior to the Commencement Date (i) Lessee shall comply with all terms and conditions of this Lease other than the obligation to pay rent, (ii) Lessee shall not interfere with Lessor's completion of the Lessee Improvements, and (iii) Lessee shall not begin operation of its business. Lessee acknowledges that Lessee shall be responsible for obtaining all applicable permits and inspections relating to any such entry by Lessee.

(f) Lessee shall have the right to request changes to the Plans and Specifications at any time by way of written change order (each, a "Change Order", and collectively, "Change Orders"). Provided such Change Order is reasonably acceptable to Lessor, Lessor shall prepare and submit promptly to Lessee a memorandum setting forth the impact on cost and schedule resulting from said Change Order (the "Change Order Memorandum of Agreement"). Lessee shall, within three (3) days following Lessee's receipt of the Change Order Memorandum of Agreement, either (i) execute and return the Change Order Memorandum of Agreement to Lessor, in which case the Cost Statement shall be deemed modified automatically to take into account said Change Order,

or (ii) retract its request for the Change Order. Lessor shall not be responsible for any delay caused by each such Change Order.

SECTION 9. SPACE AUDIT

The Lessor certifies that the amount of space as described in Section 4(a) above, is accurate to the best of his knowledge. The Lessee reserves the right to perform physical measurements of said space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Section 4(a) above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the Lessee. In all cases, the Lessee shall use the current Building Owner's and Manager's Association (BOMA) standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

SECTION 10. LESSOR'S MAINTENANCE OBLIGATIONS, ADA AND UTILITIES.

(a) **Lessor's Obligations.** Lessor agrees to maintain, repair or refurbish the Premises as follows:

- (i) maintaining, repairing or replacing the Premises' roof, as necessary;
- (ii) maintaining, repairing or replacing the foundation and structural members of the exterior walls, as necessary;
- (iii) maintaining, repairing or replacing all electrical wiring on Premises as required by the Metropolitan Code of Laws, including all codes or regulations adopted by reference;
- (iv) maintaining or repairing the interior and exterior of the Premises, as necessary;
- (v) maintaining or repairing all florescent light fixtures;
- (vi) maintaining or repairing the premises within twenty-four (24) hours after the necessity of the same is brought to the attention of the Lessor or its agents, if reasonable under the circumstances;
- (vii) maintaining, repairing or replacing all plumbing and HVAC systems, as necessary, to insure that the same is functioning in good working order and condition on or before the commencement date and throughout the term of the lease.

(b) **ADA Obligations.** Included as a part of the Tenant Improvements, Lessor will cooperate with Lessee to insure that Premises complies with the requirements of the Metropolitan Government's ADA Compliance Office and with the Americans with Disabilities Act (ADA) and

the Justice Department Standards for Accessible Design (JDSAD), initially set forth at 28 C.F.R. Part 36, App. A., effective at the date of implementation.

(c) Utilities. Lessor shall be responsible for providing and paying for all utilities, including, without limit, electrical, water, HVAC and gas, which cost shall be included in Additional Rent as set forth in paragraph 7..

SECTION 11. INSURANCE.

Lessee shall provide property insurance for all property belonging to Lessee that shall be in use within Premises. Lessee shall not be responsible for providing property insurance for any property that does not belong to Lessee. Lessee is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. Lessee will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

SECTION 12. HOLDING OVER.

In the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified so far as applicable. The rent for such holdover period shall be at 150% of the Base Rent plus the Additional Rent in effect upon the date of such expiration.

SECTION 13. CONFLICT OF INTEREST.

Lessor declares that as of the effective date of this Lease, 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 Lease and, furthermore, Lessor 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 Lease. In addition, Lessor 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 Lease. Furthermore, Lessor 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 Lease.

SECTION 14. PERSONNEL POLICY.

Lessor makes oath that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying off of any individual due to his race, creed, color, national origin, gender or disability.

SECTION 15. TERMINATION-FUNDING. Should funding for this lease be discontinued, Metro shall have the right to terminate the lease immediately upon written notice to Lessor, provided Metro reimburse Lessor for the unamortized portion of the \$160,000.00 Allowance.

SECTION 16. CONDEMNATION.

(a) **Total Taking.** If the entire Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date the Taking.

(b) **Partial Taking - Lessee's Rights.** If any part of the Premises becomes subject to a Taking and such Taking will prevent Lessee from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Lessee may terminate this Lease as of the date of such Taking by giving written notice to Lessor within thirty (30) days after the Taking.

(c) **Partial Taking - Lessor's Rights.** If any material portion, but less than all, of the Premises becomes subject to a Taking, then Lessor may terminate this Lease by delivering written notice thereof to Lessee within thirty (30) days after such Taking. If Lessor does not so terminate this Lease, then this Lease will continue.

(d) **Award.** If any Taking Occurs, then Lessor shall receive the entire award or other compensation for (i) the land on which the Premises are situated, (ii) the Premises, and (iii) other improvements taken, and Lessee may separately pursue a claim against the condemner for (i) the value of Lessee's personal property that Lessee is entitled to remove under this Lease, (ii) moving costs and (iii) loss of business.

SECTION 17. REMEDIES FOR DEFAULT.

(a) **Notice of Default.** Upon actual notice of Lessor's default, Lessee shall deliver written notice of default to Lessor, wherein, if such default remains uncured for 30 days or is incurable within said 30 day period after the receipt of such notice, then this Lease shall terminate ("Termination for Default"). If Lessor is curing the default in good faith but the work cannot be completed within thirty (30) days, then as long as Lessor is expeditiously moving ahead to cure the default, then such default is not ground for termination.

(b) **Termination for Lessor's Default.** The following shall constitute an event giving rise to a Termination for Default:

(i) Lessee reasonably determines that Lessor has failed to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within the time provided in Section 17(a), or such period of time as specified

by Lessor, taking into consideration the gravity and nature of the default, or if Lessor shall violate any of the terms of this Lease;

(ii) Lessor fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County;

(iii) Lessor defaults or breaches any other contract between it and The Metropolitan Government of Nashville and Davidson County.

(d) The rights and remedies of Lessee provided in Section 16 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessor is not relieved of its liability to Lessee for damages sustained by virtue of a default of this Lease. Lessee reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessor, with the understanding that Lessee is under no obligation to correct any such default. Lessee's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.

(e) Termination for Lessor Bankruptcy.

It shall be grounds for Termination of this Lease upon the following:

(i) Should Lessor file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessor or of all or any substantial part of Lessor's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessor or of all or any substantial part of Lessor's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessor; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive);

(f) Any breach of material terms or conditions of this Lease on the part of Lessor shall constitute a default of Lessee's obligation hereunder. Failure to correct any default upon thirty (30) days' written notice by Lessee shall constitute a material breach of this Lease and relieve Lessee of any duty under this Lease.

(g) Lessee's Default. The occurrence of any of the following shall be a "Default":

(i) Lessee fails to pay any Base Rent or Additional Rent within five (5) days after the same is due, or Lessee fails to pay any other amounts due Lessor from Lessee within ten (10) days after the same is due.

(ii) Lessee fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after notice thereof from Lessor; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Lessee commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(iii) Lessee shall vacate or abandon the Premises, or fail to occupy the Premises or any substantial portion thereof for a period of thirty (30) days.

(iv) Lessee shall assign or sublet all or a portion of the Premises in contravention of this Lease.

(d) Remedies. Upon the occurrence of any Default, Lessor shall have all rights and remedies allowed by law or in equity.

SECTION 18. FIRE AND OTHER DAMAGE.

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless Lessor determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly payments hereunder shall abate in such amount as may be reasonably determined by Lessor; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the compensation hereunder shall not cease or be abated during any repair period. Should the damage to the area be so extensive as to render it untenable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage; otherwise this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this Section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

SECTION 19. NOTICES, PAYMENT OF RENT, AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All rents shall also be paid to the same address, or to such other address as Lessor may designate by a notice in writing. Until any such change is made, notices to Lessee shall be delivered as follows:

LESSEE: METROPOLITAN GOVERNMENT
ATTN: FINANCE DEPARTMENT
REAL ESTATE MANAGER
222 3RD AVE NORTH, STE. 701
NASHVILLE, TN 37201
(615) 880-2632

Notices to Lessor shall be delivered as follows:

LESSOR: PETER BRUCE, LTD.
ATTN: KATHY EBERLY
C/o Levitt Properties
402-412 Route 23
Franklin, N. J. 07416
973/823-1140
Copy To: Malcolm Chaifetz
Chaifetz & Chaifetz
350 5th Ave, Sute 6304
New York, N. Y. 10118
212 594 9410

Lessor designates the following as the Lessor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

DESIGNATED AGENT: Chaifetz & Chaifetz
ATTN: Malcolm Chaifetz
350 5th Ave, Sute 6304
New York, N. Y. 10118
212 594 9410

SECTION 20. SURRENDER.

(a) Upon the Ending Date or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in as good order and condition as on the

Commencement Date, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God or circumstances over which the Lessee has no control or for which Lessor is responsible pursuant to this lease, excepted.

(b) Lessee shall remove its personal property, computer equipment, wiring and cabling in the Premises, at its sole cost and expense. Lessee shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. All Lessee property which is not removed within ten (10) days following Lessor's written demand therefore shall be conclusively deemed to have been abandoned and Lessor shall be entitled to dispose of such property at lessee's cost without incurring any liability to Lessee. The provisions of this section shall survive the expiration or other termination of this lease.

(c) All Tenant Improvements made to the Premises in accordance with Section 8 shall be and remain the property of Lessee until the expiration of the term of this Agreement, at which time the said improvements shall become the property of Lessor, provided, however, that any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises shall remain the property of Lessee. Should Lessor require Lessee to remove any of the Tenant Improvements at the expiration of the term of this Agreement, Lessor shall request such removal, in writing ninety (90) days prior to the expiration of this Agreement or any extensions; in which event Lessee shall have a reasonable amount of time to remove such improvements and repair any damage caused by such removal to a tenantable condition.

SECTION 21. SEVERABILITY. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

SECTION 22. FORCE MAJEURE. Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of 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 is not within its control.

SECTION 23. NOTICE OF CLAIMS. Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

SECTION 24. AUTHORITY TO ENTER INTO LEASE AGREEMENT. The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

SECTION 25. ACKNOWLEDGEMENT. The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 26. APPLICABLE LAW AND VENUE. The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

SECTION 27. NO AGENCY. Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

SECTION 28. AMENDMENT. This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated here upon its passage by the Metropolitan Council and upon its filing with the Metropolitan Clerk.

SECTION 29. COMPLIANCE WITH LAWS. Lessor agrees to comply with all federal, state and local laws in the performance of this lease.

SECTION 30. COVENANT OF QUIET ENJOYMENT. Lessor hereby covenants that the peaceful use of the Premises by Lessee twenty-four (24) hours per day, seven (7) days per week and fifty-two (52) weeks per year will not be disturbed at any time during the Term by the Lessor or a party claiming superior title to Lessor.

SECTION 31. ENTIRE AGREEMENT. This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

(THIS SPACE INTENTIONALLY LEFT BLANK).

The Lessor fully understand that this lease is not binding except and until all appropriate Lessee official signatures have been fully obtained, approval of this agreement by the Metropolitan Council and upon its filing with the Metropolitan Clerk.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY and PETER BRUCE LTD have executed their signatures the date first above written.

PETER BRUCE, LTD.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (LESSEE):

Ken Maynard
Ken Maynard
Public Property Director

(LESSOR)

BY:

[Signature]
Title: PRESIDENT

APPROVED AS TO FINANCIAL MATTERS:

[Signature]
DAVID MANNING
Director of Finance

Sworn to and subscribed to before me, a Notary Public, this 20 day of SEPTEMBER 2002 by

MORTIMER LEVITT, the

APPROVED AS TO INSURANCE:

[Signature]
JOE CLINARD
Director of Insurance

PRESIDENT of Lessor and duly authorized to execute this instrument on behalf of PETER BRUCE LTD (LESSOR)

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DANIEL W. CHAMPNEY
Metropolitan Attorney

[Signature]
Notary Public
My Commission Expires 1/31/06

MALCOLM CHAIFETZ
Notary Public, State of New York
No. 02CH0610425
Qualified in New York County
Commission Expires Jan. 31, ~~2000~~ 2006

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

[Signature]

Date: 11/19/02

Site Plan

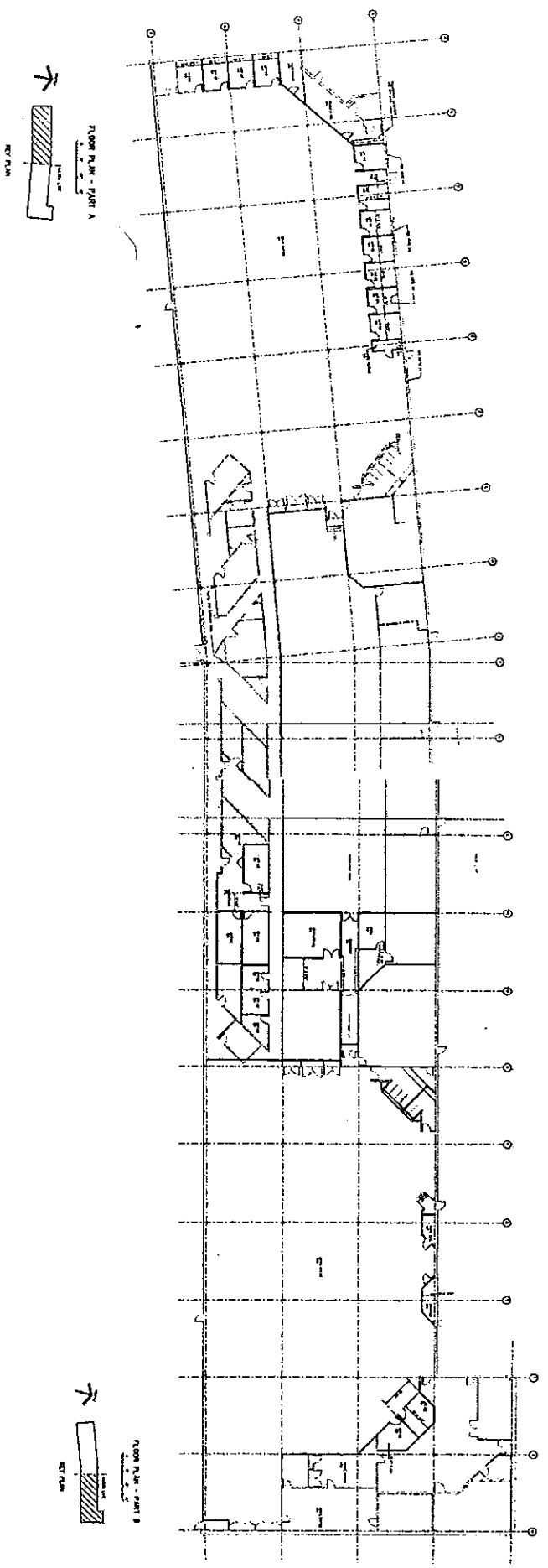


EXHIBIT A