

FOREIGN-TRADE ZONE OPERATING AGREEMENT
between
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
and
SUMIDEN WIRE PRODUCTS CORPORATION

This Foreign-Trade Zone Operating Agreement (the “Agreement”) is made by and entered into as of this ____ day of ____, 20 ___, (the “Effective Date”), by and between The Metropolitan Government of Nashville and Davidson County (the “GRANTEE”) and Sumiden Wire Products Corporation (the “SUBZONE OPERATOR”)(each, a “Party”; collectively, the “Parties”).

RECITALS:

WHEREAS, pursuant to the federal law commonly known as the Foreign Trade Zones Act, 19 U.S.C.A. § 81a, *et seq.*, as amended (the “Act”), the GRANTEE is a grantee of Foreign-Trade Zone No. 78 (“FTZ 78”) pursuant to Order No. 190 of the United States Foreign-Trade Zones Board (the “Board”) and also under the authority of the (Tennessee) Foreign Trade Zone Act, Tenn. Code Ann. § 7-85-101, *et seq.*, and Chapter 6.14 of the Metropolitan Code of Laws; and,

WHEREAS, GRANTEE deems it practicable to limit its participation in the everyday operations of the FTZ 78 subzones and, accordingly, desires to place the operations of SUBZONE OPERATOR's premises located at 710 Marshall Stuart Drive, Dickson TN as described further in Exhibit A attached hereto (the “Premises”) under the supervision of SUBZONE OPERATOR; and,

WHEREAS, SUBZONE OPERATOR desires to be its own authorized foreign-trade zone operator of its subzone and to undertake the development and exclusive operational management of foreign-trade zone activities at the Premises by the standards of operations required by the United States Customs and Border Protection (the “CBP”) and the Board.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. AUTHORITY. For the duration of the term hereof (including any extensions), GRANTEE grants SUBZONE OPERATOR the authority for the activation of FTZ 78 at the Premises for the sole purpose of conducting those subzone activities described in Exhibit A attached hereto (the “Permitted FTZ Activities”), in full compliance with the terms of this Agreement. SUBZONE OPERATOR shall have full responsibility and liability for the operation, management, reporting, maintenance, conduct, and expenses of the Permitted FTZ Activities at the Premises. SUBZONE OPERATOR shall comply fully with all applicable laws and regulations of the Board, CBP, any other applicable governmental entities and agencies, and the Zone Schedule (as defined herein) relating to activities within the subzone at the Premises.

2. ANNUAL REPORT/RECORDS. SUBZONE OPERATOR shall submit to GRANTEE no later than the last day of February, an annual report, in form and substance as required by GRANTEE. Such annual report shall be for the fiscal year ending on the preceding

year (or for such time period as determined by the GRANTEE consistent with requirements of the Board) and shall contain all data, narrative descriptions, photographs, or other information required by the Board relating to the operation of the subzone at the Premises, so that the GRANTEE may timely complete and submit to the Board the annual report for FTZ 78 as required by applicable law or directive. SUBZONE OPERATOR shall keep all financial and accounting records concerning operations at the Premises for a period of five (5) years following the date the merchandise reflected in such records has been shipped from the Premises, or such longer period if required by the Board, CBP, or applicable law. GRANTEE may conduct at the Premises or another location of GRANTEE's choice an audit of the books and records related to subzone activity upon reasonable notice to SUBZONE OPERATOR. In the event the audit reveals a material default by SUBZONE OPERATOR of any terms and conditions of this Agreement, the reasonable cost of the audit shall be borne by SUBZONE OPERATOR. Without limiting GRANTEE's rights to inspect and audit records as provided for herein, the Parties acknowledge and agree that the GRANTEE is not obligated to, and does not intend to, monitor, manage, be liable for, or otherwise be responsible for the day-to-day activity at the Premises.

3. RECORD DEFICIENCIES. If any audit, inspection, or examination by CBP or the Board determines or finds that books, records, or operational procedures of SUBZONE OPERATOR are not in conformance with the requirements of applicable federal, state, and/or local law, or this Agreement, SUBZONE OPERATOR at its sole expense shall take all actions necessary to timely correct such deficiencies as a condition of continued or future subzone sponsorship by the GRANTEE.

4. ACTIVATION/ FOREIGN-TRADE ZONE OPERATIONS MANUAL. SUBZONE OPERATOR represents to the GRANTEE that SUBZONE OPERATOR has established standards of operation and management; prepared and filed with CBP a foreign-trade zone operations manual in compliance with the requirements of the Board or CBP; and will secure activation of FTZ 78 at the Premises from CBP pursuant to Title 19, Section 146.6 of the CBP Regulations (19 C.F.R. § 146.6), or other applicable law. SUBZONE OPERATOR shall require the conformance thereto of such established standards of all persons, corporations, or other entities admitted by it to the Premises. SUBZONE OPERATOR shall be required to keep such operations manual current as required by applicable rules and regulations of the Board or CBP.

5. SUBZONE OPERATOR ACTIVITY. (a) SUBZONE OPERATOR shall be responsible for the timely filing of all Board or CBP documents, scheduling on-site inspections by Board or CBP personnel as appropriate, and preparing and retaining such zone management records supporting all transactions as necessary and appropriate. To the extent GRANTEE is required to directly provide information or documentation to the Board, CBP, or any applicable governmental authority concerning SUBZONE OPERATOR's operations at the Premises, GRANTEE shall notify SUBZONE OPERATOR of such request, and SUBZONE OPERATOR shall timely supply such information and documentation to GRANTEE.

(b) GRANTEE has prepared a zone schedule (the "Zone Schedule") that sets forth rates, charges, rules, and regulations for FTZ 78 operations, which is made a part of this Agreement by reference. As appropriate, information concerning SUBZONE OPERATOR's foreign-trade zone operations shall be included in the Zone Schedule. SUBZONE OPERATOR will be

responsible for the receipt, verification, and physical count of all merchandise admitted to the Premises on the proper CBP forms, the appropriate handling of all merchandise, and the preparation and shipment of all merchandise, and physical count of all merchandise for, import, export, zone to zone transfer, or destruction with prior authorization of CBP and such other U.S. government agencies as may be appropriate. The GRANTEE shall have the right to amend the Zone Schedule upon ninety (90) days' prior written notice to the SUBZONE OPERATOR. To the extent there is a conflict between the provisions of this Agreement and the Zone Schedule, the Zone Schedule shall control.

6. ACCESS/NOTICE. SUBZONE OPERATOR shall permit representatives of GRANTEE, the Board, and CBP to enter and inspect the Premises, merchandise, and relevant records at reasonable times upon reasonable notice (except in the case of emergency) or as otherwise required by law. SUBZONE OPERATOR shall, if requested by GRANTEE, provide GRANTEE copies of all correspondence, notices, reports, and other written communications received by SUBZONE OPERATOR from the Board or CBP, or given by SUBZONE OPERATOR to the Board or CBP concerning SUBZONE OPERATOR's operations at the Premises.

7. SUBZONE OPERATOR COSTS. SUBZONE OPERATOR shall be solely responsible for payment of any and all assessments, costs, charges, fees, damages, penalties, or fines imposed by the Board, CBP, or any other governmental entity attributable to, or arising from SUBZONE OPERATOR's activities at the Premises. SUBZONE OPERATOR shall reimburse GRANTEE for any assessments, costs, charges, fees, damages, penalties, or other expenses imposed on GRANTEE by the Board, CBP, or by any other applicable authority, as a result of any act or omission of SUBZONE OPERATOR. Unless otherwise provided for herein, GRANTEE shall not be required to reimburse SUBZONE OPERATOR for any expenses or costs incurred by SUBZONE OPERATOR in connection with its operations at or administration of the Premises.

8. ADMINISTRATION FEE. SUBZONE OPERATOR shall pay to GRANTEE an annual fee in the amount of \$20,000 (the "Foreign-Trade Zone Administration Fee"), for the privilege of operating under the FTZ zone and as reimbursement for the services provided by GRANTEE to maintain the zone project. This Foreign-Trade Zone Administration Fee shall be paid in one lump sum which is due May 31st of each year. The Parties agree that the amount of the Foreign-Trade Zone Administration Fee is a fair and reasonable compensation for the services to be rendered by the GRANTEE in assisting SUBZONE OPERATOR in maintaining the Premises in the zone. SUBZONE OPERATOR shall be responsible for the payment of all other fees as represented on the Zone Schedule, which is incorporated as fully set forth herein. Upon ninety (90) days' prior written notice, GRANTEE shall have the right to change the Foreign-Trade Zone Administration Fee or any other fee listed on the Zone Schedule, which includes the right to add or remove any fee or the timing of receipt of such payment of any fee.

9. FOREIGN-TRADE ZONE OPERATORS BOND. SUBZONE OPERATOR shall secure and keep in full force and effect a foreign-trade zone operator's bond in a sufficient amount as required by CBP. Upon request, SUBZONE OPERATOR shall provide a copy of the bond to GRANTEE.

10. INDEMNIFICATION. SUBZONE OPERATOR shall protect, indemnify, hold harmless, and defend GRANTEE and its directors, officers, employees, servants, agents, and affiliates, individually or collectively, from and against any and all losses, liabilities, damages, fines, forfeitures, penalties, suits, claims, demands, fees, expenses (including attorney's fees), and damages, whether insured or not, arising out of or in connection with SUBZONE OPERATOR's operations at the Premises and/or under this Agreement. SUBZONE OPERATOR agrees to provide GRANTEE with prompt notice in writing of any notice of claim that SUBZONE OPERATOR receives arising out of or incident to SUBZONE OPERATOR's operations that may give rise to a claim against GRANTEE. SUBZONE OPERATOR'S obligations to indemnification shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of GRANTEE or its officers, officials, employees, servants, agents or volunteers. SUBZONE OPERATOR's indemnification obligations shall survive the expiration or termination of this Agreement, until any and all actual or prospective claims regarding any matter subject to any such obligation under this Agreement to indemnify GRANTEE parties are fully, finally, absolutely, and completely barred by applicable statutes of limitations.

11. TERM. (a) This Agreement shall commence on the Effective Date and remain in effect for a period of five (5) years (the "Initial Term"). At least ninety (90) days prior to the expiration of the Initial Term, SUBZONE OPERATOR shall give GRANTEE written notice of its desire to either renew or not renew the Agreement. The failure of SUBZONE OPERATOR to provide such written notice shall result in the expiration of the Agreement, subject to the proviso of the following subparagraph 11(b).

(b) In the event that on the expiration date, both (x) SUBZONE OPERATOR at any time has given prior notice to GRANTEE of its intent to renew the Agreement and (y) the Parties have not yet entered into a new agreement or have not entered into an amendment to extend the Initial Term, then this Agreement automatically shall remain in full force and effect either for an additional one (1) year period (the "Extended Term") or until such new agreement has been approved and executed by the appropriate representatives of both Parties, whichever occurs earlier. During the Extended Term, SUBZONE OPERATOR shall diligently work and negotiate in good faith with the GRANTEE towards a new agreement. If the Parties have not executed a new agreement by the expiration of the Extended Term, the GRANTEE, at its sole discretion, may elect to either allow the Agreement to expire or, upon the request of SUBZONE OPERATOR, may extend the Extended Term for such reasonable period of time that GRANTEE deems desirable to allow for further negotiations, approvals, and execution of a new agreement.

(c) Upon the expiration or termination of the Agreement, the SUBZONE OPERATOR shall be required, at its sole expense, to deactivate the subzone site at the Premises as of the date of termination or expiration of the Agreement.

(d) For the avoidance of doubt, GRANTEE shall not be obligated to renew or extend the term if the Agreement is sooner terminated for any of the reasons provided for in this paragraph 12.

12. TERMINATION.

(a) *Termination for Convenience.*

1. SUBZONE OPERATOR shall have the right, at any time, upon one hundred and twenty (120) days' prior written notice, to terminate without liability this Agreement without cause.
2. If the FTZ No. 78 grant is revoked, canceled, or suspended for an indefinite period by the Board, or change in applicable law or an order from a court of competent jurisdiction results in the GRANTEE permanently being without authority to operate and/or maintain the subzone site, the GRANTEE shall have the right to immediately terminate the Agreement and the SUBZONE OPERATOR shall have no claim against GRANTEE by reason of such revocation or cancellation. GRANTEE shall cooperate in the assignment of the subzone grant to another appropriate zone, if applicable.
3. If GRANTEE, in its sole discretion, determines to terminate its sponsorship of FTZ 78, it may terminate this Agreement without liability upon one hundred and eighty (180) days' prior written notice to SUBZONE OPERATOR.
 - i. In the event that GRANTEE terminates its participation in FTZ 78, and SUBZONE OPERATOR notifies GRANTEE in writing that SUBZONE OPERATOR intends to obtain a new grantee sponsor, GRANTEE agrees not to unreasonably withhold its consent and to reasonably cooperate with a transfer of the subzone grant of authority to another zone designated by SUBZONE OPERATOR.

(b) *Termination for Cause.*

1. GRANTEE shall have the right to terminate, upon the entry by a court of a competent jurisdiction for: (A) a decree or order for relief in respect of SUBZONE OPERATOR in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (B) a decree or order adjudging SUBZONE OPERATOR to be bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of SUBZONE OPERATOR, under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of SUBZONE OPERATOR or of any substantial part of the property of SUBZONE OPERATOR, or ordering the winding up or liquidation of the affairs of SUBZONE OPERATOR, and in any case, the continuance of any such decree or order for relief or any such other decree or order remains unstayed and in effect for a period of sixty (60) days.
2. SUBZONE OPERATOR shall have the right to terminate the Agreement should GRANTEE be in breach of its duties and/or obligations under this Agreement, and GRANTEE has failed to cure after sixty (60) days of delivery of notice of default from SUBZONE OPERATOR (or such longer time period as determined by GRANTEE in its sole discretion that is needed to correct such default).

(c) The provisions above do not represent GRANTEE or SUBZONE OPERATOR's exclusive remedies for breach and either Party may exercise any other remedy it has at law or equity.

(d) If SUBZONE OPERATOR desires to terminate, SUBZONE OPERATOR shall be

obligated to take all action necessary to deactivate zone site prior to the date of the proposed termination.

(e) SUBZONE OPERATOR represents and warrants that upon zone deactivation, or expiration or termination of the Agreement, for any reason whatsoever, SUBZONE OPERATOR shall completely perform and fulfill all of its obligations and duties that arose or accrued during the term of this Agreement. SUBZONE OPERATOR's indemnity obligations, bond obligations, and record and record retention obligations shall survive termination or expiration of this Agreement.

12. **ADVERTISING.** GRANTEE and SUBZONE OPERATOR may advertise that SUBZONE OPERATOR's operations are within FTZ 78.

13. **INSURANCE.** (a) During the term of the Agreement (including any extensions), SUBZONE OPERATOR shall obtain and maintain requisite insurance policies consistent with the requirements of the Zone Schedule for the benefit of GRANTEE and with GRANTEE as an additional insured, covering liability at the Premises. Such insurance policies shall contain: (i) a provision that for all claims covered under such policy shall provide primary coverage with respect to GRANTEE without contribution from any other insurance carried by or for the benefit of GRANTEE, and (ii) a provision that no act or omission of SUBZONE OPERATOR shall affect or limit the obligation of the insurer to pay the amount of any loss. Said insurance required by this Agreement shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the GRANTEE's Director of Risk Management Services.

(b) SUBZONE OPERATOR shall be required to deliver certificate(s) of insurance to GRANTEE prior to the Effective Date. GRANTEE shall have the right to request, at no cost to the GRANTEE, that SUBZONE OPERATOR deliver or cause the delivery of copies of the policies and endorsements as they concern the policy limits required by this Agreement. SUBZONE OPERATOR shall be required to replace certificates, policies, and/or endorsements for any such insurance expiring prior to the termination of expiration. SUBZONE OPERATOR shall notify the GRANTEE of any notice(s) of cancellation, non-renewal or material change in coverage(s) that are required pursuant to this Agreement.

(c) To assure protection from and against the kind and extent of risk related to this Agreement, GRANTEE, in its sole discretion, may require SUBZONE OPERATOR to obtain increased liability limits or additional insurance coverage at any time while this Agreement is in effect by giving SUBZONE OPERATOR sixty (60) days' prior written notice. SUBZONE OPERATOR shall obtain all increased liability limits or additional insurance coverage required by GRANTEE for changed circumstances or GRANTEE's reasonable re-evaluation of risk levels related to this Agreement.

(d) Failure to maintain or renew coverage and to provide evidence of renewal may be treated by GRANTEE as a material breach of this Agreement.

14. **INDEPENDENT CONTRACTOR.** SUBZONE OPERATOR and GRANTEE are not and shall not be considered, and agree not to represent to any person that they are, joint venturers, partners, or agents of each other, and neither shall have any authority to act on behalf of the other or the power to bind or obligate the other except as set forth in this Agreement.

15. **PRIVILEGES.** GRANTEE makes no representations or warranties as to the particular privileges and benefits which may accrue to SUBZONE OPERATOR from foreign-trade zone site operations as those privileges and benefits may vary as a result of changes in federal law, determinations of the Board and CBP, and operational decisions of SUBZONE OPERATOR. GRANTEE shall in no way be liable for any costs or losses sustained by SUBZONE OPERATOR as a result of its use of the zone.

16. **FURTHER INSTRUMENTS AND ACTIONS.** Each Party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of the Agreement. The Parties specifically recognize that GRANTEE is not obligated to, and does not intend to, monitor the day-to-day activity of the Premises, and the appearance of GRANTEE's name on the forms aforementioned shall not be construed as a representation that GRANTEE has any knowledge of the quantity, character, status designation, identification, or time of admission, transfer or release of goods into or from the Premises, and that any information contained on the aforementioned forms are the representations solely of SUBZONE OPERATOR and not of GRANTEE.

17. **MISCELLANEOUS.**

(a) *Construction.* This Agreement shall be governed by and interpreted in accordance with the Foreign Trades Zones Act, 19 U.S.C.A. § 81a, *et seq.* (as amended); the regulations, policies, or procedures adopted by the CBP or the Board thereunder; all other laws applicable to Foreign-Trade Zones, FTZ 78, or the import or export of goods to or from the United States; and the applicable laws of the State of Tennessee and of The Metropolitan Government of Nashville and Davidson County.

(b) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same of the Agreement.

(c) *Headings.* Headings and captions are intended solely for the convenience of reference and shall not affect the construction or interpretation of the Agreement.

(d) *Severability.* The invalidity, illegality or unenforceability of any provision hereof shall not affect the validity, legality or enforceability of any other provision hereof.

(e) *Waiver.* No failure of either party hereto to exercise any right or remedy hereunder shall constitute a release of any obligation or a waiver of any right or remedy unless such release or waiver is set forth in writing signed by such Party.

(f) *Gender.* All terms and words used in this Agreement, regardless of the number and

gender in which they are used, shall be deemed and construed to include any other number, singular or plural, any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

(g) *Amendment.* This Agreement only may be amended in writing executed by the duly-authorized representatives of each Party. No Party shall unreasonably withhold or delay consent or approval of any amendment to this Agreement when such is required to comply with requirements imposed by the Board, CBP, or change in applicable law.

(h) *Incorporation of Exhibit(s).* The pertinent information and definitions set forth in Exhibit A attached hereto are hereby made a part of this Agreement.

(i) *Assignment.* SUBZONE OPERATOR shall not assign or transfer its interest in or responsibility under this Agreement without prior written consent of GRANTEE.

(j) *No Waiver of Governmental Immunity.* Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity available to GRANTEE or otherwise be construed as a waiver of any remedies, rights, privileges or immunities available at law.

(k) *Governing Law/Venue.* This Agreement shall be construed under and in accordance with the laws of the State of Tennessee. Any action between the Parties arising out of this Agreement shall be maintained in a court of competent jurisdiction located in Davidson County, Tennessee.

(l) *Tax Consequences.* SUBZONE OPERATOR acknowledges and agrees that SUBZONE OPERATOR shall bear any and all responsibility, liability, costs, or expenses connected in any way with any tax consequences experienced by SUBZONE OPERATOR related to this Agreement, any foreign-trade zone activity, operations, maintenance, or development of the subzone for the Premises.

(m) *No Third-Party Beneficiaries.* Nothing in this Agreement, whether express or implied, is intended to confer any right or remedy under or by reason on any other person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any other person to any Party or to give any other person any right of subrogation or action over or against any Party.

(n) *Authority to Enter into Agreement.* SUBZONE OPERATOR represents that (i) it has all requisite power and authority to enter into this Agreement and perform the obligation hereunder; (ii) SUBZONE has received all requisite approvals necessary to operate the Premises; and (iii) the individual(s) executing the Agreement are authorized to do so on behalf of SUBZONE OPERATOR. SUBZONE OPERATOR further acknowledges and agrees that this Agreement shall not be binding on the Parties until it has received the requisite approval from the Metropolitan Council of The Metropolitan Government of Nashville and Davidson County.

(o) *Entire Agreement.* This Agreement supersedes any prior understanding(s) or oral

agreement(s) between Parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no agreements, inducements, promises, understandings, restrictions, representations, or warranties among the Parties other than those provided for herein. In the event there is an existing Agreement between SUBZONE OPERATOR concerning the subject matter hereof, it is agreed and understood by the Parties that this Agreement shall cancel, supersede, and terminate any prior agreements as of the Effective Date.

(p) *Notices.* Any notice or communication required hereunder shall be delivered, mailed by first class mail postage prepaid, or delivery by nationally-recognized courier services to either Party as follows:

To GRANTEE:

Attn: Mayor's Office of Economic and Community Development
1 Public Square,
Nashville, Tennessee 37201

To SUBZONE OPERATOR:

Attn: BRIAN BURR
SUMIDEN WIRE PRODUCTS CORP
710 MARSHALL STUART DRIVE
DICKSON, TN 37055

The address of any Party may be changed by notice to each other Party given in the same manner as provided in this subparagraph.

(q) *Survival.* All obligations of SUBZONE OPERATOR under this Agreement attributable to time periods or events occurring before the date of termination or expiration of the Agreement shall survive such termination or expiration.

(r) *Compliance with Laws.* Each of GRANTEE AND SUBZONE OPERATOR agrees to comply with all applicable federal, state and local laws and regulations.

(s) *Non-Discrimination.* SUBZONE OPERATOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, violates applicable laws concerning the employment of individuals with disabilities, or any other classification protected by federal or Tennessee State Constitutional or statutory law. SUBZONE OPERATOR certifies and warrants that it will comply with this nondiscrimination requirement.

(t) *No Contingent Fees.* SUBZONE OPERATOR hereby represents that SUBZONE OPERATOR has not been retained or retained any persons to solicit or secure a GRANTEE contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this subparagraph

is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under GRANTEE's contracts.

(u) *Other Representations.* (1) Iran Divestment Act: In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101, et seq., SUBZONE OPERATOR certifies that to the best of its knowledge and belief, neither SUBZONE OPERATOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. (2) Boycott of Israel: SUBZONE OPERATOR certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

(v) *Taxes and Licensure.* SUBZONE OPERATOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes. GRANTEE shall not be responsible for any taxes that are imposed on SUBZONE OPERATOR. Furthermore, SUBZONE OPERATOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to GRANTEE.

[signature page follows]

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

Metropolitan Mayor

APPROVED AS TO FINANCIAL
MATTERS:



NAME: Brian E. Burr

TITLE: Chairman

Director of Finance

APPROVED AS TO INSURANCE

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK

Metropolitan Clerk

DATE: _____

FOREIGN-TRADE ZONE OPERATIONS AGREEMENT

EXHIBIT "A"

Pertinent Information and Definitions

<u>GRANTEE:</u>	Metropolitan Government of Nashville & Davidson County Contact: Mayor's Office of Economic and Community Development, (615) 862-6000
<u>ADDRESS:</u>	c/o Mayor's Office of Economic and Community Development 1 Public Square, Suite 100, Nashville, TN 37201
<u>Zone Operator:</u>	Sumiden Wire Products Corporation Contact: Brian Burr
<u>ADDRESS:</u>	710 MARSHALL STUART DRIVE, DICKSON, TN 37055
<u>PERMISES:</u>	FTZ Zone 078; Site Number 020
<u>PERMITTED FTZ ACTIVITIES:</u>	