

**LEASE AGREEMENT**

**BY AND BETWEEN**

**THE METROPOLITAN NASHVILLE**

**AIRPORT AUTHORITY**

**AND**

**THE METROPOLITAN GOVERNMENT OF**

**NASHVILLE AND DAVIDSON COUNTY**

**DATED AS OF \_\_\_\_\_**

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EXHIBIT A – SURVEY & LEGAL DESCRIPTION

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EXHIBIT D – TITLE VI

**LEASE**

**THIS LEASE** (the "Lease") is made and entered into as of the \_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY**, a public corporation existing under the laws of the State of Tennessee (the "Authority"), and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a Tennessee municipal corporation authorized to do business in the State of Tennessee (the "Tenant"), together the "Parties".

**WITNESSETH:**

**WHEREAS**, Authority is the owner and operator of the John C. Tune Airport, located in Nashville, Davidson County, Tennessee, hereinafter referred to as "the Airport"; and,

**WHEREAS**, Tenant desires to lease a parcel of land at the Airport. The parcel consists of 0.84 acres or 36,624 square feet of unimproved land, hereinafter referred to as the "Premises"; and,

**WHEREAS**, Authority, on behalf of Tenant, will develop and construct an aircraft hangar and ancillary facilities on the Premises as defined in Article V, and more fully depicted on Exhibit C of this Lease (the "Improvements"), in accordance with the requirements herein, and Tenant will lease and operate such Improvements for its aeronautically related activities, at its sole cost and expense; and,

**WHEREAS**, it is the intent of Authority to grant, demise and let unto Tenant, and Tenant intends to lease, accept and rent from Authority, the Premises, as further described in Exhibit A, and Article V.A.; and,

**NOW, THEREFORE**, for and in consideration of the premises, benefits, covenants and agreements contained herein, and in consideration of the rents to be paid to Authority, Authority does hereby lease the Premises and Improvements to Tenant on the following terms and conditions:

**ARTICLE I**  
**DEFINITIONS**

For purposes of this Lease, the following terms are defined as follows, unless the context clearly indicates otherwise:

1. "Additional Rent" shall have the meaning set forth in Article III.J. hereof.
2. "Affiliate" or "Subsidiary" shall mean a corporation, limited liability company, partnership, person, trust, or member that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Tenant. The term "Control" is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
3. "AIR Manual" shall mean the Airport Improvement Request Manual, in addition to any subsequent revisions, modifications, or amendments.
4. "Aircraft" shall have the meaning set forth in Article XXVI. hereof.
5. "Aircraft Coverage" shall have the meaning set forth in Article XVI.B. hereof.
6. "Aircraft Operations Area (AOA)" shall mean all airport areas where aircraft can operate.
7. "Airplane Design Group (ADG)" shall have the meaning set forth in FAA Advisory Circular 150/5300-13A, as may be amended from time to time.
8. "Airport" shall have the meaning set forth in the first recital paragraph hereof.
9. "Airport Master Plan" shall mean the current FAA approved and published Master Plan for John C. Tune Airport, as may be amended from time to time.
10. "Applicable Laws" shall have the meaning set forth in Article VI.F. hereof.
11. "Approved Leasehold Mortgage" shall have the meaning set forth in Article XXXV.A. hereof.
12. "Approved Leasehold Mortgagee" shall have the meaning set forth in Article XXXV.A. hereof.
13. "Appraisal" shall have the meaning set forth in Article III.C.(1) hereof.
14. "Assignment Fee" shall have the meaning set forth in Article XIX.B hereof.
15. "AST" shall mean an above-ground storage tank system, inclusive of tanks, piping and all other equipment or devices used in the operation of the system.

16. "Authority" shall have the meaning set forth in the introductory paragraph hereof.
17. "Award" shall have the meaning set forth in Article XVIII.E. hereof.
18. "Base Rent" shall have the meaning set forth in Article III.A. hereof.
19. "Best Management Practices" shall have the meaning set forth in Article X.B.(9) hereof.
20. "Business Day" shall have the meaning set forth in Article XX.1. hereof.
21. "Capital Improvements" shall mean any and all improvements permanently affixed to the Premises involving an expenditure of Ten Thousand Dollars (\$10,000.00) or more and having a useful life expectancy of more than twelve (12) months.
22. "Cash Deposit" shall have the meaning set forth in Article III.F hereof.
23. "Effective Date" shall have the meaning set forth in the introductory paragraph hereof.
24. "Environmental Laws" shall have the meaning set forth in Article X.A.(4) hereof.
25. "Event of Default" shall have the meaning set forth in Article XX.A. hereof.
26. "Extension Option" shall have the meaning set forth in Article II.B. hereof
27. "Extension Term" shall have the meaning set forth in Article II.B. hereof
28. "FAA" shall have the meaning set forth in Article VI.F. hereof.
29. "FAA Regulations" shall have the meaning set forth in Article XXVI.A. hereof.
30. "Fair Market Rental Value" or "FMRV" as it relates to rent shall mean the price the property would lease for on the open market at similar airports throughout the region or state.
31. "Federal Aviation Act" shall have the meaning set forth in Article XXXVII.B. hereof.
32. "Force Majeure Event" shall mean an extraordinary event beyond the control of the parties, such as a war, strike, riot, crime, or an "act of God", such as a hurricane, flooding or earthquake which prevents one or both Parties from fulfilling their obligations under the Lease.
33. "Fuel Fee" shall have the meaning set forth in Article III.G. hereof.
34. "Governmental Authority" shall have the meaning set forth in Article VI.F. hereof.
35. "Hazardous Materials" shall have the meaning set forth in Article X.A.(3) hereof.
36. "Hazardous Wastes" shall have the meaning set forth in Article X.A.(1) hereof.
37. "Improvements" shall have the meaning set forth in the third recital paragraph hereof and in Article V.A hereof.

38. "Initial Term" shall have the meaning set forth in Article II.A. hereof.
39. "Insurance Coverages" shall have the meaning set forth in Article XVI.D. hereof.
40. "Interest Rate" shall have the meaning set forth in Article X.D. hereof.
41. "Landing Fee" shall have the meaning set forth in Article III.H. hereof.
42. "Lease" shall have the meaning set forth in the introductory paragraph.
43. "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date of this Lease and each annual anniversary thereof.
44. "MAI Appraiser" shall mean an appraiser licensed or otherwise qualified to do business in Tennessee and who has experience in performing appraisals of facilities similar to the Premises and is certified as a member of the American Institute of Real Estate Appraisers or certified as a SRPA by the Society of Real Estate Appraisers, or, if such organizations no longer exist or certify appraisers, such successor organization or such other organization as is approved by Authority.
45. "Minimum Rating" shall have the meaning set forth in Article XVI.H. hereof.
46. "Minimum Standards" shall have the meaning set forth in Article VI.A. hereof.
47. "Notice" shall have the meaning set forth in Article XXIII hereof.
48. "NPDES" shall have the meaning set forth in Article X.B.(7) hereof.
49. "Order" shall have the meaning set forth in Article X.B.(5) hereof.
50. "Owned Aircraft" shall have the meaning set forth in Article VI.A. hereof.
51. "Pavement Condition Index" or "PCI" tests shall have the meaning set forth in Article VIII.B. hereof.
52. "PC Coverage" shall have the meaning set forth in Article XVI.C. hereof.
53. "Permitted Transfer" shall have the meaning set forth in Article XIX.B hereof.
54. "Permitted Use" shall have the meaning set forth in Article VI.A. hereof.
55. "Person" shall mean a natural person, corporation, partnership, trust, joint venture, association, limited liability company or other entity.
56. "Premises" shall have the meaning set forth in the second recital paragraph hereof and shall include all unimproved and improved property, now existing or as may be constructed during the Term of this Lease, on, in or under the leasehold area as depicted on Exhibit A of this Lease.

57. "Prohibited Use" shall have the meaning set forth in Article VI.B. hereof.
58. "Property Condition Assessment" or "PCA" shall have the meaning set forth in Article VIII.B. hereof.
59. "Rating Service" shall have the meaning set forth in Article XVI.H. hereof.
60. "Releasing Parties" shall have the meaning set forth in Article XXVI.D. hereof.
61. "Rent" shall have the meaning set forth in Article III.J. hereof.
62. "Second Appraisal" shall have the meaning set forth in Article III.C.(2) hereof.
63. "Security" shall have the meaning set forth in Article III.F. hereof.
64. "Spill Pollution Control and Countermeasure ("SPCC") Plans" shall have the meaning set forth in Article X.B.(10) hereof.
65. "Stormwater Pollution Prevention ("SWPP") shall have the meaning set forth in Article X.B.(10) hereof.
66. "Successor Entity" shall have the meaning set forth in Article XIX.B. hereof.
67. "Supplemental Rent" shall have the meaning set forth in Article III.I. hereof.
68. "Survey" shall have the meaning set forth in Article IV hereof
69. "Tenant" shall have the meaning set forth in the introductory paragraph hereof.
70. "Term" shall have the meaning set forth in Article II.B. hereof.
71. "Third-Party Aircraft" shall have the meaning set forth in Article VI.A.(4) hereof.
72. "Toxic Substances" shall have the meaning set forth in Article X.A.(2) hereof.
73. "Trade Fixtures" shall have the meaning set forth in Article XI hereof.
74. "Triple Net Lease" shall have the meaning set forth in Article III.K. hereof.
75. "TSA" shall have the meaning set forth in Article VI.F. hereof.



**ARTICLE II**  
**TERM**

A. **Initial Term.** Subject to the earlier termination of this Lease as permitted by the terms hereof, the initial term of this Lease (the "Initial Term") shall commence on the Effective Date of this Lease and shall end at twelve o'clock midnight, Nashville, Tennessee time, on the date which is thirty (30) Lease Years from the Effective Date, subject to extension set forth below.

B. **Extension Term.** At the end of the Initial Term, Tenant shall have one (1) option (the "Extension Option") to extend the Term for an additional period of five (5) years (the "Extension Term"). Tenant shall exercise the Extension Option by giving Authority not less than one (1) year advance written notice prior to the date of the expiration of the Initial Term. Upon Tenant's exercise of the Extension Option, subject to the provisions of **Article III.D.** hereof, the Term shall be extended automatically for a period of five (5) years from the expiration date of the Initial Term. Tenant's option to extend the Term must be exercised for all of the Premises. The Initial Term and the Extension Term are sometimes collectively referred to herein as the "Term".

**ARTICLE III**  
**RENT AND SECURITY**

A. Commencing on the Effective Date of this Lease the annual rent due for the Premises (the "Base Rent") shall be Two Dollars and Twenty-One Cents (\$2.21) per square foot. The Parties agree that the initial Base Rent for the Premises will be in the amount of Eighty Thousand Nine Hundred and Thirty-Nine Dollars and Four Cents (\$80,939.04).

B. Commencing on the first annual anniversary of the Effective Date, and each Lease Year thereafter, other than those specified in **Article III.C** below, the Base Rent shall be increased to an amount equal to One Hundred Three percent (103%) of the Base Rent payable for the immediately preceding Lease Year. An adjustment of the Base Rent pursuant to this **Article III.B.** shall remain in effect until the earlier of the next Lease Year or the expiration of the Initial Term, as the case may be. A rent schedule depicting the Base Rent for the first nine (9) Lease Years is included in **Exhibit B.**

C. Beginning on the date which commences the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) Lease Year the Base Rent shall be adjusted to the then-prevailing fair market value rental rate for the Premises ("FMRV"). The Base Rent following a FMRV adjustment on these dates shall not result in the Base Rent being less than 100% of the immediately prior Base Rent as a "floor" or more

than 110% of the immediately prior Base rent as a "ceiling". FMRV shall be determined by the process set forth below.

(1) At least sixty (60) days prior but no earlier than one hundred eighty (180) days prior to each FMRV adjustment to Base Rent the Authority shall have a MAI Certified Appraiser conduct an appraisal (the "Appraisal") to determine the FMRV of the Premises, a copy of which shall be delivered to Tenant upon completion.

(2) FMRV shall be established by the Appraisal unless, within thirty (30) days following receipt of the Appraisal, either Authority, or Tenant, requests that the Parties obtain a second independent appraisal by another MIA Appraiser, (the "Second Appraisal"), in which event the FMRV shall be determined pursuant to the method prescribed below, unless the Parties agree in writing to accept either the Appraisal, the Second Appraisal or some other amount as the FMRV. The Party requesting the Second Appraisal shall bear the full cost of such Second Appraisal.

(3) If Parties shall have obtained a Second Appraisal within the time frame set forth above and the parties do not agree on a FMRV, and if the Appraisal and the Second Appraisal shall differ between the values so determined by less than ten percent (10%) of the lesser of such amounts, then the FMRV shall be an amount equal to fifty percent (50%) of the sum of the values so determined. If the difference between the values so determined shall exceed ten percent (10%) of the lesser of such amounts, then such two appraisers shall, upon written direction of either Tenant or Authority, appoint a third appraiser to appraise the subject Premises. The determination of the appraiser which differs most in terms of dollar amount from the determinations of the other two appraisers shall be excluded, and the FMRV shall be an amount equal to fifty percent (50%) of the sum of the remaining two determinations and it shall be final and binding upon Authority and Tenant and shall establish conclusively the FMRV of the subject Premises. In the event that no determination by any appraiser differs most in terms of dollar amount from the determination of the other two appraisers, then the FMRV shall be the average of the three determinations, and it shall be final and binding upon Authority and Tenant and shall conclusively establish the FMRV of the subject Premises. If applicable, Tenant and Authority shall equally split the fees and expenses for the third appraiser.

D. Effective upon the expiration of the Initial Term, all Improvements and other items constituting the Premises shall become, and shall be deemed to be for all purposes herein, a part of the Premises, and shall be owned in their entirety by the Authority. During the Extension Term, Base Rent shall be adjusted to reflect the FMRV of the Premises, including all Improvements, according to the appraisal process set forth in Article III.C. above; provided, however, in no event

shall Base Rent during the Extension Term be less than Base Rent for the preceding Lease Year, nor will the FMRV "ceiling" apply during the Extension Term.

(1) In the event that the FMRV determined for the Extension Term pursuant to Article III.C. above, is not acceptable to Tenant, then within thirty (30) days after the date on which the FMRV is determined, the Tenant may elect, in writing, to rescind its election to extend the Term of this Lease in which event this Lease shall terminate as if the Extension Option had not been exercised.

E. Base Rent is payable in equal monthly installments in advance, without notice or demand, beginning on the Effective Date of this Lease, and on the first day of each month thereafter.

F. As security for Tenant's full, faithful and prompt performance of and compliance with all covenants, terms and conditions of this Lease on the part of Tenant, Tenant hereby deposits with Authority the following (the "Security") a cash deposit (the "Cash Deposit") in an amount equal to the total of twelve monthly installments of annual Base Rent then due hereunder. In lieu of an initial Cash Deposit, Tenant shall be obligated to follow the process set forth in Article XX.B following an Event of Default. Pursuant to adjustments in Base Rent set forth in Article III.B. & Article III.C., Authority may require an increase of the amount of the Cash Deposit corresponding to increased Base Rent by providing written notice to Tenant. The Security shall remain on deposit with Authority throughout the Term, and, in addition to any and all other remedies available to it hereunder or otherwise, Authority shall have the right, at its sole option and at any time, to use the Security or any part thereof in whole or partial satisfaction of any amounts past due to Authority under the terms of this Lease. In the event of the application of any of the Security to amounts due to Authority from Tenant hereunder, Tenant shall, within ten Business days after such application of all or a portion of the Security, restore the Cash Deposit to the amount required hereunder. Authority shall have no obligation to apply any of the Security, and neither the existence of such right nor the holding of the Security itself shall cure any default or breach on the part of Tenant under this Lease. Within ninety (90) days after the expiration of the Term or the earlier termination thereof, Authority will return the Security to Tenant, less any amounts then due from Tenant to Authority under this Lease. Tenant hereby waives any right to any interest which may be earned or accrued on the Security during the Term and agrees that Authority shall have no obligation to hold such Cash Deposit in a segregated account and Authority may commingle such Cash Deposit with its other funds.

G. As a further consideration for execution of this Lease by the Authority, Tenant agrees to pay Authority a fuel flowage fee per gallon as may be established by Authority from time to

time (the "Fuel Fee") on all fuels and oils sold, dispensed or consumed from, on or about the Premises. On or before the tenth (10<sup>th</sup>) day of each month, Tenant shall furnish Authority a written statement, the format of which shall be provided by Authority, certifying the total gallons dispensed and corresponding Fuel Fee of Tenant derived from Tenant's fuel and oils dispensed for the immediately preceding month that is accompanied by a full payment of the Fuel Fee due to Authority for such month. The Fuel Fee in effect from time to time shall be in an amount equal to that being paid by other parties engaged in similar operations at the Airport. Tenant agrees to submit additional reports as may be requested by the Authority below;

(1) Tenant shall keep full and accurate books and records showing all fuel received and dispensed, and the Authority shall have the right, through its representatives and with prior notice, during normal business hours, to inspect all such records as may be necessary to verify the Fuel Fee as reported. Tenant agrees that all such records and instruments shall be made available for Authority review in Tenant's offices for at least a three (3) year period following the end of each Lease Year.

(2) Within ninety (90) days of the last preceding Lease Year Tenant shall furnish a written certificate of Tenant's Chief Financial Officer within the Police Department to the Authority certifying that the fees paid by Tenant to the Authority during the preceding Lease Year pursuant to this Lease were made in accordance with the terms of this Lease. Such statement shall also contain fuel received and dispensed as shown on the books and records of Tenant that were used to compute the fees paid to the Authority during the period covered by the statement and shall declare any discrepancies which would entitle the Authority to additional payments. Tenant shall be required to make additional payments, if applicable, to the Authority within five (5) calendar days thereafter.

(3) The Authority reserves the right to request records related Tenant's books and records directly related to this Lease Agreement at any time within three (3) years after the date that Tenant furnishes Authority with the written certificate of Tenant's Chief Financial Officer as provided in Article III.G.(2), above, upon reasonable notice or appointment, for the purpose of verifying the Fuel Fee therein. If, as a result of such an audit, it is established that Tenant has understated the Fuel Fee from all operations at the Airport by two percent (2%) or more (after the deductions and exclusions provided for herein) during the previous annual or other reporting period under this Lease, the entire expense of said audit shall be paid by Tenant, and any additional fees due shall forthwith be paid by Tenant to the Authority with interest thereon at the maximum allowable rate by law per annum from the date such additional fees first became due..

H. Although the Authority does not presently impose landing fees on general aviation aircraft, Tenant agrees to pay Authority a landing fee for all aircraft operations of Tenant and its users as such fee may be established by Authority from time to time (the "Landing Fee"); provided that Authority provides at least thirty (30) day advance written notice of Landing Fee to Tenant. The Landing Fee in effect from time to time shall be in an amount equal to that being paid by other parties engaged in similar operations at the Airport.

I. For each Lease Year of the Term of the Lease, Supplemental Rent due hereunder shall be equal to the cost of design and construction for the Improvements divided by the Term of the Lease and include interest at Authority's borrowing rate. In the event Tenant terminates the Lease prior to construction, Tenant shall reimburse Authority for design costs not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00), including Authority's project management fee.

J. The Fuel Fee, the Landing Fee, Supplemental Rent and all other amounts, charges, costs and expenses that Tenant assumes or agrees to pay under any provision of this Lease shall constitute additional rent hereunder (the "Additional Rent"). As used herein, all references to "Rent" shall include Base Rent and Additional Rent. If Tenant shall fail to pay any such Additional Rent when the same shall become due, Authority shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Base Rent which is then due and payable and shall, except as expressly provided herein, have the right to pay the same on behalf of Tenant. If Tenant is delinquent in paying any Rent due hereunder Authority shall assess late fees at the State maximum allowable interest rate beginning on the date that is one (1) day after such payment is due. Tenant shall perform all of its obligations under this Lease at its sole cost and expense and shall pay all Rent when due and payable, without notice or demand.

K. This Lease is a "Triple Net Lease" and it is the intention of the parties that, except as otherwise provided or limited by the specific provisions of this Lease, Tenant shall be responsible for all costs and expenses pertaining to the improvement, maintenance, repair and operation of the Premises incurred or relating to the period of time during the Term. Except as otherwise required by this Lease, Tenant shall not be responsible for any Authority expenses pertaining to the areas of the Airport outside of the Premises. Any present or future law to the contrary notwithstanding, this Lease shall not terminate, nor, except as otherwise specifically provided in this Lease, shall Tenant be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Rent, nor shall the obligations of Tenant hereunder be affected by reason of any damage to or destruction of the Premises, except as provided in Article XVII, hereof, or by any taking of the Premises or any part thereof by condemnation, except as

provided in Article XVIII, hereof.

**ARTICLE IV**  
**SURVEY**

A survey and legal description of the Premises have been completed in advance of the Effective Date (the "Survey") and are attached to this lease as Exhibit A. The Survey was prepared by a licensed professional surveyor. Within ninety (90) days, upon the completion of new Capital Improvements, subsequent to the Effective Date of this Lease, Authority, at Tenant's sole cost and expense, shall cause the Survey to be updated to reflect the location of new Capital Improvements constructed on the Premises.

**ARTICLE V**  
**RIGHT AND OBLIGATION TO MAKE IMPROVEMENTS**

**A. Improvements:**

(1) Authority shall engage a design firm to design the initial Improvements. Provided this Lease is not terminated pursuant to Article XXVIII, Authority shall also engage a construction firm to construct the initial Improvements.

(2) The initial Improvements shall be designed and constructed to be operated and maintained as efficiently as possible, and shall have an appearance and quality consistent with other hangar and administrative buildings constructed within the past five years at John C. Tune Airport. The designer of the initial Improvements shall meet regularly with Tenant to ensure that the design meets the needs of the Tenant.

(3) Copies of all design documents provided to Authority shall also be provided to the Tenant for its approval. The Tenant shall have 10 business days to review all design documents and all reasonable comments from the Tenant shall be incorporated into the design. Construction activities shall not commence until the Tenant has approved all design and construction documents in writing and Supplemental Rent has been determined. The Tenant shall have the right to review and approve all material field orders, change orders or amendments to the contract(s) with the design and construction firms. All changes that affect functionality, adjacencies, system efficiencies, operating and maintenance costs or finishes shall be deemed material for purposes of this section.

(4) Authority, or its designee, shall provide construction updates to the Tenant on a monthly basis.

(5) Upon substantial completion of the project, the Improvements will be separately metered for utilities so that the Tenant can contract with utility companies directly for service and receive invoices for services provided solely to the Improvements.

(6) The Tenant shall be permitted to participate in the punchlist process prior to the certification of the date of substantial completion of construction of the initial Improvements and all punchlist items noted by the Tenant and Authority shall be addressed prior to Tenant's possession of the Improvements but no more than 30 days following the date of substantial completion, unless otherwise agreed to in writing.

(7) Authority shall obtain all construction warranties on the initial Improvements following substantial completion of the initial Improvements, and Authority shall assign the warranties to the Tenant within one year of the issuance of a Use and Occupancy Permit. The Authority shall be responsible for the management of any warranty issues in the first year following the date of substantial completion. The tenant shall be responsible for the management of individual material and labor warranties outside of the one-year warranty period.

(8) The Tenant shall have the right to begin moving into the initial Improvements upon issuance of a Use and Occupancy Permit, including any such partial permits as may be issued.

B. Throughout the Term of this Lease, Tenant shall have the right to install or erect additional improvements on the Premises, provided however, that construction of any such improvements, modifications or additions, shall commence only after plans and specifications thereof have been submitted to and approved in writing by the Authority, which approval may be granted or withheld in the sole discretion of Authority. Any such alterations shall be without cost to the Authority, shall be completed promptly after commencement of such work, and completed with the least disturbance reasonably possible to the public. All alterations made by Tenant to the Premises shall be of the highest quality consistent with similar developments. All improvements, modifications, additions, and equipment constructed or installed by Tenant, its agents, or contractors, including the plans and specifications shall conform to all applicable statutes, ordinances, building codes, rules and regulations, and the AIR Manual. Once approved, no changes shall be made without the Authority's prior written approval of such change, which approval shall not be unreasonably withheld, conditioned, or delayed.

C. Tenant anticipates fueling its Owned Aircraft utilizing above-ground storage tanks (“ASTs”) owned and operated by Tenant. Notwithstanding anything in this Lease to the contrary, at the request of the Authority, Tenant shall, at Tenant’s sole cost and expense, remove such ASTs upon the expiration or earlier termination of this Lease, and remediate at its sole cost and expense any contamination relating to such ASTs in, on, or under the Premises in compliance with all applicable Environmental Laws as defined herein.

## **ARTICLE VI**

### **USE OF PREMISES**

A. **Permitted Use.** Authority makes no representations or warranties, either express or implied, as to the condition of the Premises or the suitability of the Premises for the use intended by Tenant. Except as provided in Article X.C., Tenant takes the Premises in an "as is" condition and accepts their suitability and sufficiency for Tenant's intended use. During the Term of this Lease, and subject to Tenant’s obligations hereunder, Tenant shall have the right to use the Premises for the operation of an aircraft storage hangar and directly related activities, for the sole purpose of supporting Tenant’s aeronautical activities, the (“Permitted Use”). Tenant shall only use the Premises for storage of aircraft owned, exclusively leased or controlled by Tenant or its Affiliates (“Owned Aircraft”). Tenant shall operate in compliance with all applicable ordinances, rules and regulations established by any federal, state, or local government agency, or by the Authority, and pursuant to the Authority’s Minimum Standards for Operators of Aeronautical Activities, John C. Tune Airport, effective July 23, 2021 (the “Minimum Standards”), incorporated by reference herein and made a part hereof, in addition to amendments, modifications and supplements adopted by Authority from time to time. Subject to the terms and conditions of Authority’s Minimum Standards, the Permitted Use shall include Tenant’s right to:

(1) Engage in the development and construction of improved space on the Premises, to include, but not limited to, hangar, office, AST’s, aircraft ramp/apron, vehicle ingress/egress and parking, and other improvements that have been approved in writing by the Authority;

(2) Engage in the repairing, maintaining, conditioning, servicing, testing, parking or storage of Owned Aircraft provided that such rights shall not be construed as authorizing the conduct of a separate business by Tenant, but shall permit Tenant to perform such functions as are incidental to the conducts of Tenant’s aeronautical activities;



(3) The servicing by Tenant of Owned Aircraft and other equipment by truck or otherwise, with gasoline, fuel, or other propellants, oil, greases, lubricants, or other supplies, the forgoing right to include the right to install and maintain adequate storage facilities for gasoline, fuel or other propellants, oil, greases, lubricants, or supplies, provided that such right shall not be construed as authorizing the conduct of a separate business by Tenant, but shall permit Tenant to perform such functions as are incidental to the conduct of Tenant's aeronautical activities. Tenant may install and maintain AST's on the Premises to be used by Tenant in connections with Tenant's operations; provided, however, that such fuel tanks shall be installed and maintained in compliance with all applicable regulations including those in the Minimum Standards. Tenant shall have the right to purchase aviation fuel from manufacturers and distributors for use in the Owned Aircrafts;

(4) Tenant may, as a matter of courtesy, permit the use of the Premises for aircraft owned or leased by third-parties ("Third-Party Aircraft") from time to time, provided that Tenant is not compensated for such use, that such use is only for continuous periods of seven (7) days or less, and that such right shall not be construed as authorizing the conduct of a separate business by Tenant. Tenant shall not provide maintenance, repair or fueling services for Third-Party Aircraft;

(5) Tenant intends to conduct aircraft operations under 14 C.F.R Part 91. Tenant shall not operate any 14 C.F.R. Part 135 or Part 141 activities on the Premises.

(6) Access to the Premises shall be twenty-four (24) hours per day, 365 days per year, except as limited in accordance with other provisions in this Lease.

B. **Prohibited Use.** Without Authority's prior written consent, which Authority may grant or withhold in Authority's sole and absolute discretion, the Premises shall not be used for any purpose other than the storage of Owned Aircraft. By way of example, but not by way of limitation, Tenant is specifically prohibited from:

(1) Performing any of the activities permitted under Article VI.A. above at a location on the Airport other than the Premises;

(2) Tenant shall not engage in business activities which might constitute conducting the business of a Fixed Base Operator (FBO) as defined by Authority's Minimum Standards. In addition, Tenant shall not engage in any activity that would constitute a business that is separate and apart from the conduct of Tenant's aeronautical activities or that would otherwise conflict with any existing agreements of Authority, without Authority's prior written consent,

which consent may be withheld, conditioned or delayed in Authority's sole and absolute discretion. Tenant hereby agrees to make available to Authority, promptly upon request therefor, any information that Authority may reasonably request, at any time, in order to determine whether Tenant's operations on the Premises are in violation of any of the provisions of this Article VI.

(3) Tenant shall not perform any business on the Premises that is in direct competition with other tenants, lessees, or concessionaires of Authority, other than tenants possessing the same or similar rights of use of the Airport, including;

(a) The operation of a restaurant, café or dining business or facility (other than a snack or coffee bar for the sole use of Tenant and its employees, pilots, mechanics, agents, guests, or invitees using the Premises);

(b) The renting or leasing of automobiles in connection with the operation of an automobile rental business;

(c) The subleasing of any portion of the Premises;

(d) The provision of any fee-paid or free public parking facilities other than for Tenant and its employees, pilots, mechanics, agents, guests, or invitees, using the Premises;

(e) The use of any portion of the Premises for residential purposes, except for temporary sleeping quarters for aircraft personnel (e.g., pilot or mechanic) using the Premises;

(f) The parking and/or ground servicing of air cargo aircraft. Ground servicing shall mean any of those aircraft services normally provided by an airport ground service operator including, without limitation, fueling, loading and unloading of cargo, cleaning and/or refurbishing of aircraft interior or exterior; provided, however, Tenant shall have the right to repair, modify and overhaul its Owned Aircraft in accordance with Article VI.A. above.

(g) The placement of any temporary or mobile-type structures, such as trailers used for office or storage space, in or on the Premises other than those used in the initial construction, renovation, remodeling or reconstruction of Improvements to the Premises (while such work is diligently being conducted);

(4) Any other uses not expressly or by implication permitted by Article VI.A.

C. Authority and Tenant hereby agree that the use of the Premises shall at all times be under the supervision and direction of active, qualified, and competent personnel who shall at all times be subject to the direction and control of Tenant. The actions of Tenant, and its employees, guests, suppliers, contractors, or any other invitees of Tenant, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of Tenant must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies of Tenant and Authority. All access and egress by vendors to and from the Premises must be in compliance with all Applicable Laws, and rules and regulations of the Authority, including the requirement that all vendors be escorted by Tenant or its designee, subject to the approval of Authority.

D. Authority and Tenant hereby agree that the breach by Tenant of any of the provisions of this Article VI is likely to cause Authority immediate and irreparable harm for which Authority has no adequate remedy at law. Accordingly, in the event that Tenant violates, or threatens to violate, any of the provisions of this Article VI, then Authority, in addition to its other rights and remedies available hereunder or otherwise at law or in equity, shall have the right to obtain injunctive relief by way of a temporary restraining order, preliminary injunction and/or permanent injunction or otherwise, and that actual damages need not be proved as a result of any such violation for purposes of obtaining such injunctive relief, it being presumed and agreed that such actual damages exist, the exact amount of which shall be subject to proof at a final hearing on the merits and/or for a permanent injunction.

E. Should Authority (or any successor entity) cease operation of the Airport in whole or in part for a period of three hundred sixty five (365) days that prevents Tenant from using the Premises as permitted by Article VI.A. of this Lease, then Tenant may elect, in its sole discretion, to terminate this Lease at any time by providing Authority with thirty (30) days' prior notice, in which event Tenant shall have no further obligations under this Lease as of the date of the termination hereof.

F. For purposes of this Lease, "Applicable Laws" means all present and future applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and municipal authorities and agencies and their respective agencies, departments, authorities and commissions (individually, a "Governmental Authority") and all present and future grant assurances provided by Authority to any Governmental Authority in connection with Authority's ownership or operation of the Airport and all rules, regulations, policies and procedures of Authority, as the same may be amended, modified or updated from time to time, including the Minimum Standards. The Minimum Standards in effect at the time of execution of this Lease are

those dated July 23, 2021. For purposes of this Lease, Governmental Authorities shall specifically include Authority, the Metropolitan Government of Nashville and Davidson County, the State of Tennessee, the United States Department of Transportation, the Federal Aviation Administration (the "FAA") and the Transportation Security Administration (the "TSA").

G. Authority shall have the following rights that are exercisable without notice and without liability to Tenant for damage or injury to property, person or business (all claims for any such damages or injuries being hereby waived and released, except for claims arising from the gross negligence or willful misconduct of Authority and/or its employees, contractors and agents, for which Authority shall remain liable) and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-off against or abatement of Rent:

- (1) To approve all signage and lettering visible upon the Premises.
- (2) Upon reasonable notice, to enter the Premises to inspect the Premises and to make repairs to the Premises to the extent Authority is permitted or required to do so under the terms hereof;
- (3) To adopt amend, modify, rescind or suspend any of the rules and regulations of Authority in effect from time to time and to adopt such additional rules and regulations as Authority, in Authority's discretion, shall determine to be desirable for the safe, economical and efficient operation of the Airport, and Tenant agrees to comply with all such rules and regulations.
- (4) To exercise all other rights reserved by Authority pursuant to the provisions of this Lease; and
- (5) To construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment.

**ARTICLE VII**  
**ACCESS**

Subject to all Applicable Laws, Tenant shall have access to the Premises twenty-four (24) hours per day, seven days a week.

**ARTICLE VIII**  
**REPAIRS AND MAINTENANCE**

A. Authority and Tenant hereby agree that this Lease is and shall be a Triple Net Lease. During the Term, Tenant, at Tenant's sole cost and expense, shall be responsible for repairs and maintenance of the entire Premises and shall keep and maintain all of the Premises, including grassed areas, buildings, roadways, driveways, paved aircraft and automobile parking areas, landscaping, sidewalks, fencing, lighting, detention areas, drainage and utility facilities and all other improvements, whether owned by Tenant or Authority, located on, in or under the Premises, in a state of good condition and repair in accordance with the reasonable requirements of Authority and all Applicable Laws, and shall make all necessary repairs, replacements and renewals, whether structural or nonstructural, foreseen or unforeseen and ordinary or extraordinary, in order to maintain such state of condition and repair; it being the intention of the parties that Authority shall have no liability for any of the foregoing.

B. Within ninety (90) days prior to the conclusion of every fifth (5<sup>th</sup>) lease year, Tenant, at Tenant's sole cost and expense, shall either use the Department of General Services of the Metropolitan Government to perform a Property Condition Assessment or hire a qualified professional, licensed within the state of Tennessee, to complete a Property Condition Assessment ("PCA") report, inclusive of Pavement Condition Index ("PCI") tests, to determine if conditions exist which may significantly impact the continued and efficient operation of the Premises defined in Article VIII.A. above or which might significantly affect the value and/or useful life of such Premises. A copy of such PCA/PCI reports shall be delivered to Authority promptly upon receipt by Tenant and shall be accompanied by a report from Tenant setting forth the items and the estimated cost of such items intended to be accomplished in the next five-year Lease period by Tenant in accordance with such report(s). In the event Authority should become aware of a condition which Authority determines to be an emergency, then Authority, in addition to all other remedies of Authority, may do all things necessary to effect compliance with the intent of Article VIII.A., including self-performance of the required work and any and all amounts expended by Authority for such purpose shall be repayable by Tenant upon demand. Authority's determination as to what shall constitute an emergency in this regard shall be final and conclusive.

C. Tenant shall be responsible for keeping the Premises in a good, clean, safe and sanitary condition, including provision of janitorial services, supplies and trash removal.

D. It is agreed that Authority is under no obligation to furnish any utilities to Tenant during this Lease. Notwithstanding the foregoing, it is the intent of Authority to provide the initial utility tie ins for Tenant at the Premises. Tenant may install, only upon the Authority's prior written approval, additional meters for any or all of the utilities provided to it. Tenant shall bear the full

cost of any utility modifications or additional installations (including meter installations) that Tenant may require. Tenant shall submit detailed plans of any intended modifications or installations to Authority. All such modifications or installations shall have the prior written approval of the Authority before being undertaken, which approval shall not be unreasonably withheld, conditioned or delayed.

E. Authority shall provide all airfield maintenance, which shall include runway and taxiway pavement maintenance, maintenance of all NAVAIDS, runway/taxiway and obstruction lighting and runway/taxiway marking. Tenant shall immediately contact Authority's maintenance staff, or other designated representative, if repair or maintenance for which Authority is responsible hereunder is required.

#### **ARTICLE IX** **COMPLIANCE WITH LAWS**

In its use and occupancy of the Premises during the Term, Tenant, its Affiliates, its officers, agents, servants, employees, contractors, licensees, invitees, and any other person whom Tenant controls or has the right to control shall comply with all Applicable Laws that are applicable to Tenant's use and occupancy of the Premises, and Tenant shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands, including reasonable attorneys' fees, that may in any way arise out of or be imposed because of the failure of Tenant to comply with any Applicable Laws.

#### **ARTICLE X** **ENVIRONMENTAL COMPLIANCE**

A. As used herein:

(1) "Hazardous Wastes" means all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, et seq.; the Clean Air Act, 42 U.S.C. §§ 7401, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Tennessee Hazardous Waste Management Act, Tennessee Code Annotated §§ 68-212-101, et seq., the Tennessee Hazardous

Waste Management Act of 1983, Tennessee Code Annotated §§ 68-212-201, et seq.; and the Tennessee Petroleum Underground Storage Tank Act, Tennessee Code Annotated §§ 68-215-101, et seq., all as amended, and any other materials, wastes, pollutants, oils or governmentally regulated substances or contaminants defined or designated as hazardous, radioactive, dangerous or any other similar term in or under any of the Environmental Laws, including those materials, wastes, pollutants, oils or governmentally regulated substances or contaminants for which the Environmental Protection Agency or the Tennessee Department of Environment & Conservation has issued health advisories.

(2) “Toxic Substances” means and includes any materials that have been shown to have significant adverse effects on human health or which are subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., as amended, or any other Applicable Laws now in force or hereafter enacted relating to toxic substances. “Toxic Substances” includes asbestos, polychlorinated biphenyls (PCBs), petroleum products, lead-based paints, flammable explosives, radioactive materials and any other pollutants and any hazardous, toxic or dangerous waste, substance, material or pollutant defined as such in (or for purposes of) the Environmental Laws or listed as such by the United States Environmental Protection Agency.

(3) “Hazardous Materials” means Hazardous Wastes and Toxic Substances, collectively.

(4) “Environmental Laws” means and includes all current and future laws relating to Hazardous Materials together with all other Applicable Laws, and any judicial or administrative interpretations thereof, relating to health, safety or environmental matters.

B. Tenant shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials (as defined above) or relate to the protection of human health, safety, or the environment and represents, warrants and agrees that:

(1) It shall not permit any activity at or near the Premises which could involve or lead to the use, manufacture, storage or disposal of any Hazardous Materials, except for the types, and in the amounts, normally used in the operation of a business similar to Tenant’s business on the Premises, but all such use, storage or disposal shall, at all times, be in compliance with all applicable Environmental Laws;

(2) It shall cause the Premises to strictly comply with applicable Environmental

Laws and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws;

(3) All licenses, permits and other governmental or regulatory actions necessary for operations that Tenant or any of its Affiliates conduct or permit at the Premises to comply with Environmental Laws shall be obtained and maintained and Tenant shall ensure compliance therewith;

(4) It shall promptly notify Authority in the event of the discovery of any Hazardous Materials on the Premises not permitted hereunder or any violation of any of the Environmental Laws;

(5) Subject to the terms of this Article X.B.(5), it will promptly forward to Authority copies of all orders, notices, permits, applications or other communications and reports (individually, an "Order") that Tenant or any of its Affiliates receives and that relate to any violation of Environmental Laws applicable to the Premises or any discharge, spillage, use or discovery of any Hazardous Materials or any other matter relating to the Environmental Laws as it may affect the Premises, and shall promptly comply with each such Order and remediate such violation, subject to Article X.C. hereof. In the event that an Order is subject to an attorney/client or attorney work product privilege, Tenant shall not be required to provide such Order to Authority; provided, however, that Tenant shall promptly provide the notice required under Article X.B.(4) hereof regardless of the source of such information, including an Order subject to an attorney/client or attorney work product privilege. Upon the receipt of any such notice or Order, Authority and any environmental consultant or other Person designated by Authority shall have the right, but not the obligation, to enter upon the Premises at reasonable times to assess the environmental condition of the Premises and its use, including conducting an environmental assessment or audit (the scope of which shall be determined in the sole and absolute discretion of the party conducting the assessment) and taking samples of soil, groundwater or other water, air or building materials; provided, however, that, (i) except in the event of an emergency, any such entry by Authority or any environmental consultant or other Person designated by Authority shall occur between the hours of 8:00 a.m. and 5:00 p.m. after not less than forty-eight (48) hours prior notice to Tenant, and (ii) Authority shall repair and restore any damage to the Premises resulting from such entry upon the Premises by Authority or any environmental consultant or other Person designated by Authority. Tenant shall reasonably cooperate with and provide access to Authority and any environmental consultant or other Person designated by Authority; and

(6) It will not use or install on the Premises or permit the use or installation on



the Premises of, any fuel storage tank or equipment that is used to store or transport fuel to other vehicles without the prior consent of Authority.

(7) Tenant acknowledges that the Premises and the Airport are subject to the Clean Water Act and the National Pollution Discharge Elimination System Program (“NPDES”) and the regulations thereunder relating to stormwater discharges under 40 CFR Part 122, as amended from time to time, for operations that occur at the Airport. Tenant further acknowledges that (a) it is familiar with the NPDES stormwater regulations; (b) it will conduct operations subject to the applicable provisions of 40 CFR Part 122, as amended from time to time; and (c) it is aware that its operations may need to be altered from time to time to ensure compliance with the NPDES permit.

(8) Tenant acknowledges that, at all times during the term of this Agreement, it will reasonably cooperate with the Authority in complying with the Clean Water Act and the NPDES stormwater discharge permit, together with any subsequent amendments, extensions or renewals thereof. Tenant agrees to be bound by all applicable portions of such permit, amendments, extensions or renewals. The Authority and Tenant both acknowledge that their cooperation may improve compliance with any stormwater discharge permit terms and conditions and may help to reduce the cost of compliance.

(9) Tenant acknowledges that it is to minimize the exposure of stormwater to significant materials generated, stored, handled or otherwise used by Tenant by implementing and maintaining “Best Management Practices” as defined in 40 CFR Part 122.2, as amended from time to time. Tenant agrees to provide the Authority with monthly deicing reports, including the number of aircraft deiced and the amounts of Type I and IV of propylene glycol used per day.

(10) Tenant acknowledges that the Premises and the Airport are managed to meet the applicable requirements of the Clean Water Act and, to the extent required under applicable Environmental Laws, Tenant, or its contractor, has Stormwater Pollution Prevention (SWPP) and Spill Pollution Control and Countermeasure (SPCC) Plans in place. Tenant agrees to provide copies of such plans to Authority and manage its operations to comply with applicable provisions of the Clean Water Act and the regulatory and procedural requirements within applicable SWPP and SPCC Plans.

(11) Tenant and the Authority jointly agree that protection of the environment is a mutual goal. Tenant agrees to cooperate to the extent reasonably possible with the Authority in the development of programs to address issues of climate change, air emissions, pollution, traffic

congestion, water quality and recycling. Tenant will consider deploying new technologies or best practices which are mutually beneficial in improving environmental stewardship.

C. In making the representations, warranties and agreements set forth in Article X.B. hereof, Tenant does not undertake any obligation to remediate, or take any other action with respect to, or incur any liability for the cost of remediating or taking other action with respect to, any environmental condition affecting the Premises that (i) has resulted from the migration of Hazardous Materials to the Premises from off-site sources or adjacent property and is not attributable to the activities of Tenant or any of its Affiliates, licensees, officers, contractors, subcontractors, invitees, agents, representatives or employees or any of their respective affiliates, officers, contractors, subcontractors, invitees, agents, representatives or employees, or (ii) is not attributable to the activities of Tenant or any of its Affiliates, licensees, officers, contractors, subcontractors, invitees, agents, representatives or employees or any of their respective affiliates, licensees, officers, contractors, subcontractors, invitees, agents, representatives or employees; provided, however, that Authority and Tenant do not intend this Article X.C. to limit Authority's right to seek contribution or cost-sharing under any applicable Environmental Laws for costs that it may incur in connection with inspections, investigations, studies, design, construction, remediation or operations or maintenance of remedial activities at, on or near the Premises from parties responsible for any contamination occurring at, on or near the Premises.

D. If Tenant shall fail to comply with any of the requirements of the Environmental Laws, Authority may, in addition to the other remedies for Tenant's default set forth herein, at Authority's election but without the obligation to do so, (i) give such notices, (ii) cause such work to be performed on the Premises, and (iii) take any and all other actions as Authority shall deem necessary or advisable in order to abate, remove or remediate any Hazardous Materials or otherwise cure Tenant's noncompliance, with the costs thereof to be reimbursed to Authority within ten (10) Business days of demand, together with interest thereon from the date of payment until paid at the interest rate (the "Interest Rate") equal to the lesser of (i) the maximum lawful rate of interest permitted to be charged under Applicable Laws of Governmental Authorities or (ii) the interest rate equal to two percent (2%) per annum above the prime rate of interest as published from time to time by *The Wall Street Journal*.

## **ARTICLE XI** **TRADE FIXTURES**

All trade fixtures and personal property, including all machinery, furniture and furnishings and inventories now or hereafter maintained, installed or used in or about the Premises by Tenant

(the "Trade Fixtures") shall remain the property of Tenant, and may be removed at any time during the Term hereof; provided, however, Tenant shall not have any right to remove any of the Trade Fixtures (i) at any time that an Event of Default or any act or omission which, with notice or passage of time, would constitute an Event of Default, shall have occurred and is continuing or (ii) in the event that any such removal would cause damage to the Premises (unless Tenant shall repair any such damage and restore the Premises to substantially the same condition as existed prior to the removal of such Trade Fixtures).

## ARTICLE XII

### LIENS

A. Except for an Approved Leasehold Mortgage, Tenant shall not do or suffer anything to be done by which the Premises, or any part thereof, may be encumbered by a lien of any kind. In the event that any mechanic's or materialmen's lien or other lien, purporting to be for or on account of any labor done or materials or services furnished in connection with any work on or about the Premises or any part of any thereof done by, for or under the authority of Tenant, or anyone claiming by, through or under Tenant, is filed against the Premises or any part of any thereof, Tenant shall discharge the same of record within ten (10) Business Days after service upon Tenant of notice of the filing thereof; provided, however, that Tenant shall have the right to remove the lien by bonding against the same in accordance with Applicable Laws and to contest any such lien; provided, further, that Tenant shall diligently prosecute any such contest, at all times effectively staying or preventing any official or judicial sale of the Premises or any part of any thereof under execution or otherwise, and, if unsuccessful, Tenant shall satisfy any final judgment against Tenant adjudging or enforcing such lien or, if successful, Tenant shall obtain a record satisfaction or release thereof. In the event Tenant fails to comply with this Article XII.A., Authority, in addition to all other remedies provided herein or otherwise, shall have the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including payment of the claim giving rise to the lien. All such sums paid by Authority and all expenses incurred by it in connection therewith, shall be immediately payable to Authority by Tenant with interest thereon at the Interest Rate from the date of payment by Authority until Authority receives payment from Tenant. Authority shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Authority shall deem proper, for the protection of Authority, the Premises and any other party having an interest therein from mechanic's or materialmen's liens.

B. All Persons furnishing labor or materials to Tenant in connection with the Improvements or any alterations or additions thereto are hereby notified that the filing of any mechanic's or materialmen's lien shall attach only to Tenant's leasehold estate in the Premises.

**ARTICLE XIII**  
**INTENTIONALLY OMITTED**

**ARTICLE XIV**  
**UTILITIES**

Tenant shall, at its sole cost and expense, pay for all utility services required for the operation of or furnished to or consumed on the Premises during the Term, including, without limitation, gas, electricity, water, sewer, heat, internet, and telephone and all charges associated with any of the foregoing.

**ARTICLE XV**  
**INDEMNIFICATION**

Each Party agrees to be responsible for its own negligent acts or omissions or those of its officers or employees arising out of the Lease, to the extent permitted by law. Pursuant to laws of the State of Tennessee, the parties will not indemnify each other.

**ARTICLE XVI**  
**INSURANCE**

With no intent to limit Tenant's liability under the indemnification provisions set forth above, Tenant covenants to obtain and maintain in full force and effect during the Term of this Lease, and all extensions and amendments thereto, at least the following insurance. In the event any of the following insurance is written as "claims made" coverage and the Authority is required to be carried as an additional insured, then Tenant agrees to purchase policy period extensions so as to provide coverage to the Authority for a period of at least two years after the expiration or termination of this Lease.

A. Tenant is self-insured for most potential losses. The Code of Laws of the Metropolitan Government of Nashville and Davidson County Tennessee provides in Article I Section 2.40.100 that the metropolitan attorney is authorized to settle any property damage claim against the metropolitan government for an amount not in excess of fifteen thousand dollars, and any other type of claim against the metropolitan government for an amount not in excess of five thousand dollars.

B. Tenant shall obtain and maintain continuously in effect at all times while this Lease remains in force and effect, at its sole cost and expense, aircraft liability coverage (the "Aircraft Coverage") with coverage limits of not less than Ten Million Dollars (\$10,000,000) per occurrence that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage, including any such claims, damages, losses and liabilities arising from or relating to Tenant's operations, ownership and use of aircraft on Airport property, including but not limited to "damage to leased premises". The aggregate deductible amount under the insurance policy or policies providing the Aircraft Coverage shall not exceed Fifty Thousand Dollars (\$50,000.00) per occurrence. Each insurance policy providing the Aircraft Coverage shall name Authority and its commissioners, officers and employees as additional insureds and shall provide that such insurance policy shall be considered primary insurance as to any other valid and collectible insurance or self-insured retention Authority may possess or retain, unless such claims, damages, losses and liabilities arising from or relating to the operations are caused by the negligence of the Authority and its commissioners, officers and employees. Any insurance coverage maintained by Authority shall be considered excess insurance only unless a loss is caused by the sole negligence of the Authority. Each insurance policy providing the Aircraft Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) Tenant's obligations under Article XVI hereof (other than Article XV hereof) and (ii) any other liability that Tenant has under this Lease for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the Aircraft Coverage shall be approved to do business in the State of Tennessee and rated not less than the Minimum Rating.

C. Tenant shall obtain and maintain continuously in effect at all times while this Lease remains in force and effect, at its sole cost and expense, property insurance coverage (the "PC Coverage") with respect to all improvements on the Premises (inclusive of the Improvements) for one hundred percent (100%) of the insurable replacement value of such improvements, with no co-insurance penalty, that provides "all risk" property insurance including (i) ordinance and law coverage including coverage parts "b" and "c" with limits of insurance equal to the replacement cost of the building and (ii) Leasehold Interest coverage. Each insurance policy providing the PC Coverage shall name Authority as a loss payee. Any insurance coverage maintained by Authority shall be considered excess insurance only. Each insurance company issuing an insurance policy providing the PC Coverage shall be approved to do business in the State of Tennessee and rated not less than the Minimum Rating.

D. For purposes of this Lease, Tenant's self-insured coverage, the Aircraft Coverage, and the PC Coverage are collectively referred to as the "Insurance Coverages". Tenant agrees that each insurance policy providing any of the Insurance Coverages (i) shall not be altered, modified,

cancelled or replaced without not less than thirty (30) days prior notice from Tenant to Authority; and (ii) shall provide for a waiver of subrogation by the issuing insurance company as to claims against Authority and its commissioners, officers and employees; (iii) shall provide that any "other insurance" clause in such insurance policy shall exclude any policies of insurance maintained by Authority and that such insurance policy shall not be brought into contribution with any insurance maintained by Authority; and (iv) shall have a term of not less than one year.

E. Authority shall have the right to change the terms and required coverage amounts of any of the Insurance Coverages if such changes are recommended or imposed by Authority's insurers. Tenant shall provide, prior to the Effective Date, one or more certificates of insurance which shall indicate that Tenant maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with the requirements of this Lease. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to Authority written notice of the modification, cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of the modifications, expiration or earlier cancellation of such insurance policy.

F. Prior to the expiration of any or all of the insurance policies providing the Insurance Coverages, Tenant shall provide Authority with evidence of renewal and supply updated Certificate of Insurance to the Authority. If Tenant or its insurance company fails to promptly respond to Authority's request for adequate evidence of compliance with the insurance provisions Authority may, in addition to all its other remedies, charge Tenant an additional rental in an amount equal to ten percent (10%) of the rental required hereunder until such evidence is provided.

G. If Tenant shall at any time fail to obtain or maintain any of the Insurance Coverages, Authority may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to Authority by Tenant upon demand therefor or set-off by Authority against funds of Tenant held by Authority or funds due to Tenant. Tenant hereby grants, approves of and consents to such right of set-off for Authority. If any of the Insurance Coverages cannot be obtained for any reason, Authority may require Tenant to cease any activity on the Premises until all Insurance Coverages are obtained.

H. The term "Rating Service" shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of the chief financial officer of Authority.

The term "Minimum Rating" shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the Effective Date, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings).

I. It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of Tenant for its acts or omissions as provided in this Lease.

## **ARTICLE XVII**

### **DAMAGE AND DESTRUCTION**

Except as hereinafter provided, if, during the Term, any of the improvements upon the Premises shall be damaged or destroyed by fire or any other casualty, Tenant shall thereafter commence and diligently prosecute to completion, at Tenant's sole expense, the repair or rebuilding of all improvements on the Premises (inclusive of the Improvements) or such portion thereof which was damaged, in a good and workmanlike manner using materials of first grade and quality, to the condition of the improvements upon the Premises or such portion thereof at the time of such fire or other casualty. Notwithstanding the foregoing, however, in the event the improvements upon the Premises are damaged or destroyed at any time during the final three Lease Years of the Initial Term or any time during the Extension Term, and if either (i) the cost to repair or replace the improvements upon the Premises, as estimated by a contractor, architect or other construction consultant selected by Tenant and approved by Authority, exceeds fifty percent (50%) of the full replacement value of all improvements located on the Premises, or (ii) such repair and replacement cannot reasonably be completed within three hundred sixty five (365) days after the date of the damage or destruction, as estimated by a contractor, architect or other construction consultant selected by Tenant and approved by Authority, then Tenant may terminate this Lease upon such date as is set forth in a notice given to Authority within thirty (30) days after the date of the damage or destruction; provided, however, that the date of termination shall be no less than five and no more than sixty (60) days after the effectiveness of such notice and in no event shall Tenant terminate this Lease upon the occurrence of damage or destruction of the improvements upon the Premises unless (a) it has maintained the PC Coverage in the manner required by Article XVI.C. hereof and (b) it pays over to Authority all insurance proceeds from such PC Coverage and the amount of any deductible or self-insurance retention amount with respect to such PC Coverage. Unless this Lease is so terminated, Tenant shall proceed with repair or rebuilding as required by this Article XVII and in accordance with the requirements of Article V hereof and

Authority shall make the net insurance proceeds of such PC Coverage payable with respect to such fire or other casualty available to Tenant on a commercially reasonable basis to pay the costs of such repair and rebuilding, and all costs of such repair or rebuilding in excess of the net insurance proceeds shall be paid by Tenant. There shall be no abatement of Rent during the period of such repair or rebuilding.

**ARTICLE XVIII**  
**TERMINATION BY AUTHORITY AND CONDEMNATION**

A. Authority hereby gives Tenant notice that during the term of this Lease, it may become necessary for Authority to terminate this Lease as to some part of or the entire Premises for Airport modification and/or expansion in order to adequately provide airport facilities and air service. Authority shall have the right to terminate this Lease at any time in the event the Board of Commissioners of Authority shall determine, by resolution adopted in an open meeting at which Tenant shall be afforded an opportunity to be heard, that the Premises, or portion thereof, are necessary for Airport modification or expansion. Authority shall give Tenant twelve (12) months' notice to vacate the Premises, or the affected portion thereof. In the event of such termination, Tenant shall have no liability for the payment of rent for the remainder of the term of this Lease with respect to the portion of the Premises so vacated. Tenant shall yield up the Premises and any Improvements constructed thereon. If, any portion of the Premises not terminated by Authority can no longer be used by Tenant for the purposes described in this Lease, Tenant shall have the right to terminate this Lease. 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 parties hereto further covenant and agree that Authority reserves the right to further develop or improve the Airport as it may see fit, regardless of the desires or view of Tenant and without interference or hindrance. Notwithstanding the foregoing, prior to terminating this Lease or any portion hereof, Authority will use commercially reasonable efforts to identify and offer to Tenant suitable alternative space at the Airport.

B. In the event all of the Premises is taken by a condemning party through the exercise of the power of eminent domain, or is conveyed to a condemning party by a negotiated sale in lieu of a taking by exercise of the power of eminent domain, then this Lease shall terminate as of the date of such taking or conveyance. If a portion of the Premises is so taken or conveyed such that the remainder of the Premises cannot be rebuilt or restored such that, upon completion, Tenant may again use the Premises in substantially the same manner as prior to such taking or conveyance, as reasonably determined by Authority and Tenant, then Tenant may terminate this Lease by giving



Authority notice within thirty (30) days of such taking or conveyance, and such termination shall be effective as of the effective date of such notice.

C. If a portion of the Premises is so taken or conveyed to a condemning party and this Lease is not terminated pursuant to Article XVIII.B above, this Lease shall terminate only with respect to the portion of the Premises so taken or conveyed and the Base Rent shall be adjusted proportionately on the basis of the square footage of the Premises taken or conveyed. There shall be no abatement of Rent during any period of restoration of the Improvements resulting from such taking or conveyance in lieu thereof.

D. In the event of any taking or conveyance in lieu thereof as described in Article XVIII.B. & C. above, any Award therefor shall be paid over in the following manner and order of priority: First, to Authority to the extent of the value of the Premises taken, assuming for the purpose of valuing the Premises in such event that it was subject to this Lease but unimproved; Second, (i) if this Lease is not terminated, to Tenant to the extent required for the repair or restoration of any of the Improvements, or (ii) if this Lease is terminated, to Tenant to the extent Tenant is entitled to compensation therefor under the Applicable Laws of the State of Tennessee; and Third, any balance of the Award shall be paid to Authority.

E. As used in this Article XVIII, the term "Award" shall mean the aggregate of all amounts awarded or consideration paid in one or more proceedings to any party or parties for any purpose as a result of the taking or conveyance in lieu thereof of all or any part of the Premises and shall include all amounts awarded for actual taking, inverse condemnation, demolition, removal or restoration, consequential damages, leasehold value or loss of rent, reduced by the costs, if any, of obtaining any such Award, including reasonable attorneys' fees.

F. In the event any condemnation proceeding affecting the Premises is commenced, Authority and Tenant shall each promptly send to the other copies of any notices, settlement offers, pleadings, or other documents that may be received by either of them with respect to such proceeding. Tenant shall have the right to attend, offer proof and otherwise participate in any hearing or other court action with respect to such proceeding, but Authority shall retain the ultimate control of any such proceeding and the actions taken therein.

**ARTICLE XIX**  
**ASSIGNMENT**

A. Except as otherwise provided herein, Tenant shall not assign this Lease in whole or in part without the prior written consent of Authority which consent may be granted or withheld under the sole discretion of the Authority. Tenant shall be responsible for payment of all of Authority's costs and expenses, incurred in reviewing any proposed assignment hereunder. Any attempted assignment in violation of this Article XIX shall be null and void at Authority's option.

B. Notwithstanding the foregoing, Tenant may assign this Lease to any entity controlling, controlled by or under common control with Tenant or its Affiliates or to any entity into or with which Tenant is merged or consolidated (a "Successor Entity") such assignment shall be considered a Permitted Transfer; provided, that (i) Tenant gives Authority written notice of such assignment not later than thirty (30) days prior to the effective date of such assignment, (ii) Tenant shall not be released from any liability under this Lease, whether past, present or future, by reason of such assignment (iii) the Affiliate or Successor Entity, assumes this Lease by a written assumption agreement delivered to Authority, (iv) the use of the Premises by the Affiliate or Successor Entity, will not violate this Lease, and (v) in the case of an assignment to an Affiliate, such Affiliate shall have been an Affiliate of Tenant for at least five (5) Lease Years. In the case of an assignment that is not a Permitted Transfer, Tenant shall pay to Authority a fee ("Assignment Fee") equal to 100% of any proceeds paid to Tenant for such assignment.

(1) Tenant shall make a lump sum payment to the Authority for any Assignment Fee under this Article XIX.B. within ninety (90) days following the closing of any assignment that is not a Permitted Transfer.

**ARTICLE XX**  
**DEFAULT AND REMEDIES**

A. Any of the following occurrences or acts shall constitute an event of default (an "Event of Default") under this Lease:

(1) If Tenant shall:

(a) Fail to pay any Base Rent under this Lease as and when required to be paid by Tenant hereunder and such failure shall continue for a period of thirty (30) Business Days following Tenant's receipt of notice from Authority of such failure to pay Base Rent; or

(b) Fail to pay any Additional Rent or other charge under this Lease as and when required to be paid by Tenant hereunder and such failure shall continue for a period of thirty (30) Business days (or such shorter period as may be expressly provided in this Lease for the payment of any such Additional Rent or other charge) following Tenant's receipt of notice from Authority of such failure to pay Additional Rent or other charge; or

(c) Fail to provide any insurance coverage as and when required by this Lease; or

(d) Fail to discharge any lien, encumbrance or charge upon the Premises as provided herein; or

(e) Breach or fail to observe or perform any of its covenants, agreement or obligations hereunder, other than those described in Articles XX.A.(1) (a), (b), (c) and (d) hereof, and such breach or failure shall continue for thirty (30) days after notice from Authority to Tenant of such breach or failure; provided, however, that if any such breach or failure (i) is such that it cannot be cured or remedied within such thirty (30) day period, (ii) does not involve the payment of any monetary sum, and (iii) does not place any rights or interest of Authority in immediate jeopardy and Authority is given additional security reasonably satisfactory to it to protect it from loss, all as determined by Authority in its reasonable discretion, then such breach or failure shall not constitute an Event of Default if corrective action is instituted by Tenant to the reasonable satisfaction of Authority within such thirty (30) day period and diligently pursued until such breach or failure is corrected. If Tenant shall fail to correct or cure such breach or failure within such cure period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required.

(f) Fail to pay the Cash Deposit required by Article XX.B.

B. Should Tenant fail to pay any Base Rent or Additional Rent, at the next practically available meeting of the Council of the Metropolitan Government of Nashville & Davidson County, the Finance Director of the Metro Finance Department will seek an emergency authorization for the Cash Deposit required by Article III.F.

C. Upon the occurrence of an Event of Default, Authority shall have the right to give Tenant notice of Authority's termination of this Lease. Upon the effectiveness of such notice, this Lease and the estate hereby granted shall expire and terminate on the date set forth in such notice as fully and completely and with the same effect as if such date were the date herein fixed for the

expiration of the Term, and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as herein provided.

D. In addition, upon the occurrence of an Event of Default, Authority shall have the immediate right, whether or not this Lease shall have been terminated pursuant to Article XX.C. hereof, to re-enter and repossess the Premises by summary proceedings, ejectment or any other legal action or in any lawful manner Authority determines to be necessary or desirable, and the right to remove all Persons and property therefrom. No such re-entry or repossession of the Premises shall be construed as an election by Authority to terminate this Lease unless a notice of such termination is expressly given to Tenant pursuant to Article XX.C. hereof, or unless such termination is decreed by a court or other governmental tribunal of competent jurisdiction.

E. At any time or from time to time after the re-entry or repossession of the Premises pursuant to Article XX.D. hereof, whether or not this Lease shall have been terminated pursuant to Article XX.C. hereof, Authority may attempt to re-let the Premises for the account of Tenant in the name of Tenant or Authority or otherwise, for such term or terms and on such other conditions and for such uses as Authority, in its sole and absolute discretion, may determine. Authority may collect and receive any rent payable by reason of such re-letting and shall apply the same to reduce the obligations of Tenant hereunder.

F. No termination of this Lease pursuant to Article XX.C. hereof or by operation of law or otherwise, and no re-entry or repossession of the Premises pursuant to Article XX.D. hereof or otherwise, and no re-letting of the Premises pursuant to Article XX.E. hereof or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination, re-entry, repossession or re-letting.

G. Authority may recover from Tenant all damages it may incur by reason of the occurrence of an Event of Default, including the cost of recovering the Premises and the value at the time of termination of the excess, if any, of the amount of Rent and charges reserved in this Lease for the remainder of the Term over the then rental value of the Premises for the remainder of the Term, with both figures being discounted to net present value using a discount rate that is equal to two percent (2%) above the then-current yield on U.S. Treasury securities with a maturity date approximately equal to the then-remaining Term. Alternatively, Authority may elect to keep this Lease in effect and recover monthly from Tenant an amount equal to the Base Rent and Additional Rent due less the amount, if any, of any rent that Authority may receive by re-letting the Premises; provided, however, that nothing contained in this Article XX.G. shall be deemed to impose upon Authority any duty to re-let the Premises.

H. No right or remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, and Authority shall also be entitled to all remedies now or hereafter existing by law, in equity or by statute.

I. For purposes of this Lease, a "Business Day" shall mean each day other than a Saturday, a Sunday or any other legal holiday on which commercial banks in the State of Tennessee are authorized to close under Applicable Laws.

**ARTICLE XXI**  
**HOLDING OVER AND SURRENDER OF PREMISES**

A. If Tenant continues to hold and occupy the Premises after the expiration or earlier termination of the Term, such holding over shall operate as an extension of this Lease on the same terms and conditions as herein provided, except for duration and except that the Base Rent payable hereunder during such holding over shall be paid monthly in advance in an amount equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable during the final Lease Year of the Term. Tenant shall then be considered a Tenant-at-will, and Authority may terminate this Lease at any time.

B. At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Authority in substantially the same condition, order and repair as at the time of completion of the Improvements, except for ordinary wear and tear, obsolescence and deterioration occurring on account of normal use and aging. All of the Improvements and any other leasehold improvements, except for the Trade Fixtures to the extent provided herein, shall, at the expiration or earlier termination of the Term hereof, become the property of Authority without any compensation whatsoever to Tenant.

**ARTICLE XXII**  
**QUIET ENJOYMENT**

Authority warrants to Tenant that Authority has full power and authority to enter into this Lease, and that Tenant shall have and enjoy full, quiet and peaceful possession of the Premises during the Term, subject to the provisions of this Lease; and other payments due on or with respect to the Premises for the current year and subsequent years as described in Article XIII hereof; any state of facts that would be disclosed by an accurate survey of the Premises or an independent inspection of the Premises; any and all leases, easements, rights-of-way, encumbrances, conditions, covenants,

restrictions, reservations and exceptions of record affecting the Premises; all Applicable Laws; avigation easement as described in Article XXVI hereof; and the right of Authority, which Authority hereby reserves, to maintain, replace and repair underground utility lines and facilities located on the Premises on the Effective Date that serve adjacent property. Authority hereby agrees to use its best efforts not to unreasonably interfere with any business operations on the Premises in connection with such maintenance, replacement or repair of such underground utility lines and facilities. **TENANT REPRESENTS AND CERTIFIES TO AUTHORITY THAT TENANT HAS MADE INSPECTIONS OF THE PREMISES AND HAS DETERMINED THAT THE PREMISES ARE SATISFACTORY FOR TENANT'S PURPOSES. SUBJECT TO THE CONDITIONS SET FORTH IN ARTICLE V.B., TENANT ACCEPTS THE PREMISES "AS IS, WHERE IS" IN THEIR PRESENT CONDITION, WITHOUT WARRANTY OR REPRESENTATION BY AUTHORITY. TENANT HAS MADE SUCH DETERMINATION INDEPENDENTLY AND NOT IN RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS OF AUTHORITY OR ANY AGENT REPRESENTING, OR HOLDING ITSELF OUT AS REPRESENTING, AUTHORITY. AUTHORITY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.**

**ARTICLE XXIII**  
**NOTICES**

All notices, approvals, consents, requests, demands and other communications required or permitted by this Lease (individually, a "Notice") shall be in writing to be effective and shall either be (i) personally delivered, (ii) sent via e-mail, read receipt requested, (iii) sent by certified United States Mail, postage prepaid, or (iv) sent by a recognized delivery service that provides registered and verifiable shipment or air bill tracking and delivery record, with costs prepaid, to the addresses set forth below:

If to Tenant:                    Metropolitan Nashville Police Department  
600 Murfreesboro Pike  
Nashville, TN 37210  
[chiefofpolice@nashville.gov](mailto:chiefofpolice@nashville.gov)

with a copy to:                The Metropolitan Government: Division of Public Property  
Attn: Director  
PO Box 196300  
Nashville, TN 37219

If to Authority:           The Metropolitan Nashville Airport Authority  
140 BNA Park Drive, Suite 520  
Nashville, Tennessee 37214-4114  
Attention: Real Estate  
CommercialDevelopment@flynashville.com

with a copy to:           The Metropolitan Nashville Airport Authority  
140 BNA Park Drive, Suite 520  
Nashville, Tennessee 37214-4114  
Attention: President and Chief Executive Officer

The person and place to which a Notice is to be sent may be changed by a party hereto upon written notice to the other. Notices sent by e-mail transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail transmission. A Notice shall be deemed received and effective on the date that: (i) it is personally delivered, (ii) on the day it is sent via e-mail, (iii) is three days after the date on which it is deposited in the United States Mail if sent by certified mail, (iv) on the date which the signature receipt is recorded by such recognized delivery service, if sent by a recognized delivery service. Authority shall send to any Approved Leasehold Mortgagee a copy of any Notice sent to Tenant by Authority hereunder that relates to a default by Tenant hereunder to an address of such Approved Leasehold Mortgagee provided to Authority in writing pursuant to Article XXXV.B. hereof by such Approved Leasehold Mortgagee.

**ARTICLE XXIV**  
**WAIVER OF COVENANTS, ETC.**

No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant, and nothing herein contained shall be construed to be a waiver on the part of Authority of any right or remedy in law or otherwise, and all of Authority's remedies herein provided for shall be deemed to be cumulative.

**ARTICLE XXV**  
**ESTOPPEL CERTIFICATES**

At any time and from time to time, either party, on or before the date specified in a request therefor made by the other party, which date shall not be earlier than thirty (30) days from the making of such request, shall execute, acknowledge and deliver to the other a certificate stating (i) whether this Lease is in full force and effect; (ii) whether this Lease has been amended in any way and, if so, including any such amendments; (iii) whether, to the knowledge of such party, there are any existing Events of Default hereunder and specifying the nature thereof; (iv) the then-current Base Rent and the date to which Base Rent has been paid; and (v) such other facts with respect to this Lease or the Premises as Authority or Tenant may reasonably request. Each certificate delivered pursuant to this Article XXV may be relied on by any prospective purchaser, mortgagee or transferee of the Premises or of Authority's or Tenant's interest hereunder.

**ARTICLE XXVI**  
**RESERVATION OF AVIGATION EASEMENT**

Authority hereby reserves from the Premises, for the use and benefit of itself, and its successors and assigns, and the operators, owners and users of aircraft of all types and for the public in general, a perpetual easement and right-of-way for the free and unobstructed flight and passage of aircraft ("aircraft" being defined for the purposes of this Lease as any contrivance now known or hereafter invented, used or designed for navigation of or flight in or through the air) by whomsoever owned or operated, in and through the airspace above, over and across the surface of the Premises, together with the right to cause in such airspace such noise, vibration, odors, vapors, particulate, smoke, dust or other effects as may be inherent in the operation of aircraft for navigation of or flight or passage in and through such airspace, and for the use of such airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating on the Airport. This easement is reserved upon and subject to the following terms and conditions:

A. Tenant shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain, upon the Premises any bush, shrub, tree, pole, fence, building, structure or other obstruction of any kind or nature whatsoever which extends, or which may at any time in the future extend, into the airspace above the Premises to an elevation exceeding that prescribed in Part 77 of the FAA Regulations, 14 C.F.R. Chapter 1, as currently in effect and as the same may, from time to time, be amended, modified, superseded or replaced (the "FAA Regulations").



B. Authority and/or its authorized agents shall have the immediate and continuing right, as part of the rights herein granted, to enter upon the Premises at any time and to remove therefrom, or in the alternative and at the sole option of Authority, to mark and light as obstructions to air navigation, any bush, shrub, tree, pole, fence, building, structure or other obstruction of any kind or nature whatsoever which extends into the airspace above the Premises to an elevation exceeding that prescribed in the FAA Regulations, and Authority and/or its authorized agents shall have the right of ingress to, egress from and passage over the Premises for the purpose of effecting and maintaining such clearance and of removing or of marking and lighting any and all such elevations. After Authority and/or its authorized agents have entered upon the Premises and cleared it within the meaning of this Lease, Authority and/or its authorized agents shall thereafter have the immediate and continuing right to enter upon the Premises and the continued, continual and continuing right to remove or mark and light any bush, shrub, tree, pole, fence, building, structure or obstruction of any kind or nature whatsoever extending up into the air space and above the Premises to an elevation exceeding that prescribed in the FAA Regulations. Tenant shall not have the option of marking and lighting any such obstruction.

C. Tenant shall not hereafter use, cause or permit to be used, or suffer use of, the Premises so as (i) to cause electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between Authority and any aircraft; (ii) to adversely affect or impair the ability of operators of aircraft to distinguish between regularly installed air navigation lights and visual aids and other lights serving the Airport; or (iii) to cause glare in the eyes of operators of aircraft approaching or departing the Airport, or to impair visibility in the vicinity of the Airport, or to otherwise endanger the approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about the Airport; provided, however, that, notwithstanding any contrary provision contained above, Tenant shall be permitted to construct and maintain such Improvements and to utilize all lighting, exterior finishes, landscaping and building materials as shall have been submitted to and approved in writing by Authority.

D. Tenant, for itself, its assigns, Affiliates and legal representatives (the "Releasing Parties"), waives and relinquishes any and all rights or claims which it may now have or may hereafter have against Authority and its commissioners, legal representatives, officers, assigns, associates, employees, agents and all others acting in concert with Authority which any of the Releasing Parties may now own or hold, or have at any time heretofore owned or held, or may hereafter at any other time own or hold, by reason of noises, vibration, odors, vapors, particulate, smoke, dust or other effects as may be inherent in the operation of aircraft caused or created by the flight or passage of aircraft in or through the airspace subject to the easement and right-of-way herein reserved.

**ARTICLE XXVII**  
**ENTRY**

At any reasonable time, upon reasonable notice to Tenant except in the case of an emergency, Authority may (with and in the presence of a representative of Tenant, which Tenant agrees to have present and available at such time) enter the Premises to show it to prospective purchasers and mortgagees and for the purpose of conducting any inspections Authority reasonably requires in connection with Authority's duties and responsibilities as operator of the Airport and owner of the Premises.

**ARTICLE XXVIII**  
**TERMINATION BY TENANT**

Within 60 days following the determination of Supplemental Rent by the Authority and prior to the commencement of construction, Tenant shall have the right to terminate this Lease. In the event of such termination, Tenant shall reimburse Authority for the design costs as described in Article III but shall have no liability for the payment of rent for the remainder of the term of this Lease with respect to the portion of the Premises so vacated. Tenant shall yield up the Premises.

**ARTICLE XXIX**  
**BINDING EFFECT**

This Lease and the covenants and agreements of the parties hereunder shall be binding upon and inure to the benefit of Authority and its successors and assigns and Tenant and its successors and permitted assigns.

**ARTICLE XXX**  
**MISCELLANEOUS PROVISIONS**

The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. The word "Authority" means only the owner of the Premises from time to time, and, in the event of any transfer of the Premises by the owner thereof, the transferring owner of the Premises shall be released from all covenants, agreements and conditions as the Authority hereunder and without further agreement between the parties, and the transferee owner of the Premises shall be deemed to have assumed all covenants, agreements and conditions of Authority hereunder. Such transferee owner of the Premises shall be subject to Tenant's rights of use and possession under this Lease, so long as no Event of Default has occurred

and is continuing hereunder. All exhibits referred to herein are attached hereto and made a part of this Lease. Bracketed provisions in the forms of instruments included in exhibits hereto shall be conformed and/or completed as appropriate for the execution versions thereof. This Lease and the exhibits hereto constitute the entire agreement of the parties with respect to the Premises and all prior understandings and agreements relating to the subject matter hereof are hereby superseded. This Lease and all of the terms and conditions hereof shall be binding on and inure to the benefit of Tenant and its successors and assigns permitted pursuant to Article XIX hereof. This Lease may not be amended or modified except by agreement in writing signed by both parties. Unless otherwise stated in this Lease, any notices, approvals, consents, requests, demands or other communications required or permitted by this Lease on behalf of the Authority may be executed or sent by the President and CEO, or his/her designee. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms, and personal pronouns may be read as masculine, feminine and neuter. References to statutes, regulations or ordinances are to be construed as including all provisions consolidating, amending or replacing the referenced statute, regulation or ordinance, and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments to or changes in such agreements or instruments entered into in accordance with their respective terms. Use of the term "include" or "including" means to include or including without limitation.

**ARTICLE XXXI**  
**PARTIAL INVALIDITY**

In the event any clause, term or condition of this Lease shall be declared null and void, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

**ARTICLE XXXII**  
**GOVERNING LAW**

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.

**ARTICLE XXXIII**  
**TIME OF ESSENCE**

Time is of the essence to this Lease and the obligations and requirements set forth herein.

**ARTICLE XXXIV**  
**RELATIONSHIP OF PARTIES**

This Lease vests an estate for years in Tenant. Nothing herein contained shall cause the parties to be deemed or considered as partners or joint venturers in the operation of Tenant's business or otherwise, nor shall either party be deemed to be the agent of the other except as may be herein specifically provided, and the sole relationship between the parties shall be that of Authority as Lessor and Tenant as Lessee.

**ARTICLE XXXV**  
**MORTGAGE OF LEASEHOLD ESTATE**

A. With the prior consent of Authority, and subject to the terms and conditions of this Lease, Tenant may convey, pledge or encumber, by deed of trust, mortgage or similar instrument (the "Approved Leasehold Mortgage"), its leasehold interest in and to the Premises in favor of a lender (the "Approved Leasehold Mortgagee"), and Tenant may assign this Lease as collateral security for such Approved Leasehold Mortgage. Any such Approved Leasehold Mortgage, and all rights under or relating thereto, shall be subject to each of the covenants, conditions and restrictions set forth herein, and to all rights of Authority hereunder. Tenant shall be responsible for payment of all of Authority's costs and expenses, including reasonable attorneys' fees and expenses, incurred in reviewing any proposed Approved Leasehold Mortgage hereunder. Only one Approved Leasehold Mortgage shall be permitted at any one time and such Approved Leasehold Mortgage shall not cross-collateralize or secure any other indebtedness of Tenant.

B. If an Approved Leasehold Mortgagee shall give Authority notice of such Approved Leasehold Mortgagee's interest in the Premises and such notice shall contain the address to which notices to such Approved Leasehold Mortgagee are to be sent, Authority will thereafter send to such Approved Leasehold Mortgagee, at the address so given, and in the manner set forth in Article XXIII hereof, a copy of any notice of default which Authority may thereafter deliver or send to Tenant. Within the time permitted for the curing or commencing the curing of any default under this Lease, such Approved Leasehold Mortgagee, at its option, may pay any amount due or do any other act or thing required of Tenant by the terms of this Lease, and all amounts so paid or other acts so done by such Approved Leasehold Mortgagee shall be as effective to cure such default as the same would have been if paid or done by Tenant.

C. An Approved Leasehold Mortgagee shall not become liable for Tenant's obligations under this Lease unless and until such Approved Leasehold Mortgagee becomes the

owner of the leasehold estate established hereby by foreclosure, assignment in lieu of foreclosure or otherwise, or if such Approved Leasehold Mortgagee gives notice to Authority that such Approved Leasehold Mortgagee will assume Tenant's obligations under this Lease. An Approved Leasehold Mortgagee shall remain liable for the obligations of Tenant under this Lease only for so long as it remains the owner of the leasehold estate established hereby.

D. If any default or event of default occurs under an Approved Leasehold Mortgage, the Approved Leasehold Mortgagee thereunder and Tenant shall immediately notify Authority of the same in writing, in the manner set forth in Article XXIII hereof.

E. If a non-monetary default by Tenant under this Lease is susceptible of being cured by an Approved Leasehold Mortgagee only after such Approved Leasehold Mortgagee has obtained possession of the Premises, then an Approved Leasehold Mortgagee shall have an additional period not to exceed thirty (30) days to cure a non-monetary default after obtaining possession of the Premises; provided, however, that (i) such Approved Leasehold Mortgagee initiated all necessary actions to obtain possession of the Premises, including the initiation of foreclosure proceedings under its Approved Leasehold Mortgage, within thirty (30) days after the earlier of the date on which such Approved Leasehold Mortgagee became aware of such non-monetary default or the date on which such Approved Leasehold Mortgagee received notice from Authority of such non-monetary default; (ii) such Approved Leasehold Mortgagee shall have pursued such actions with reasonable diligence; (iii) such Approved Leasehold Mortgagee, within any applicable cure period provided in this Lease, shall have paid all Rent and other sums then due to Authority under this Lease; and (iv) such Approved Leasehold Mortgagee shall have cured any other defaults by Tenant under this Lease that are susceptible of being cured by such Approved Leasehold Mortgagee without obtaining possession of the Premises. Notwithstanding the foregoing, the rights granted to an Approved Leasehold Mortgagee in this Article XXXV.E shall not impair any right granted to Authority in this Lease (a) to perform any obligations under this Lease that Tenant is required, but fails, to perform, and (b) to obtain reimbursement from Tenant of Authority's costs and expenses incurred in so performing and, subject to rights granted to an Approved Leasehold Mortgagee in Article XXXV.B hereof, to declare an Event of Default if Tenant fails so to reimburse within any applicable cure period.

F. Nothing contained herein shall release Tenant from any of its obligations under this Lease that may not have been discharged or fully performed by an Approved Leasehold Mortgagee.

**ARTICLE XXXVI**  
**SHORT FORM LEASE**

This Lease shall not be recorded, but a short form lease or memorandum hereof containing a description of the Premises, the term hereof, the rights of renewal, if any, and such other provisions hereof as either party may reasonably request shall, upon request by either party, be signed and acknowledged by the parties hereto in recordable form and may be recorded by Authority or Tenant at the cost of the requesting party.

**ARTICLE XXXVII**  
**NONDISCRIMINATION AND GOVERNMENTAL MATTERS**

A. During the term of this agreement:

(1) Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

(2) Tenant covenants and agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any

improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(3) Tenant agrees to comply with the additional terms and provisions set forth in **Exhibit D**.

B. Nothing herein contained shall be deemed to grant Tenant any exclusive right or privilege within the meaning of Article 308 of the Federal Aviation Act of 1958, as amended (the "Federal Aviation Act"), in the conduct of any activity at the Airport, except that, subject to the terms and provisions hereof, Tenant shall have the rights with respect to the Premises under the provisions of this Lease.

C. This Lease 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 the Airport, the execution of which has been or is 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 the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act.

D. Tenant certifies to the best of its knowledge and belief that:

(1) No federally or state-appropriated funds have been paid or will be paid by or on behalf of Tenant to any Person for influencing or attempting to influence an officer or employee of any agency of the United States government or a member, officer or employee of the United States Congress, or an employee of a member of the United States Congress, in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; and

(2) If Tenant has compensated or does compensate any Person for influencing or attempting to influence an officer or employee of any agency of the United States government,

a member, officer or employee of the United States Congress, or any employee of a member of the United States Congress, in connection with any contract, grant, loan or cooperative agreement, then Tenant shall complete and submit to Authority, in accordance with its instructions, Standard Form LLL, "Disclosure of Lobbying Activities"; and

(3) Tenant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and make disclosures in accordance with this Article XXXVII.D.

E. Tenant hereby agrees as follows:

(1) Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap or creed, and Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, handicap or creed, including action relating to employment; upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships;

(2) Tenant will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of Article XXXVII.A. hereof and this Article XXXVII.E.;

(3) Tenant will, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap or creed;

(4) Tenant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising such labor unions or workers' representatives of Tenant's commitments under this Article XXXVII.E. and will post copies of the notice in conspicuous places available to employees and applicants for employment;

(5) Tenant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the United States Secretary of Labor;



(6) Tenant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

(7) In the event of Tenant's noncompliance with the nondiscrimination requirements of this Lease, this Lease may be immediately canceled, terminated or suspended, in whole or in part, by Authority by providing notice of termination to Tenant, and Tenant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the United States Secretary of Labor, or as otherwise provided by law; and

(8) Tenant will include the provisions of this Article XXXVII.E. in each of its subcontracts or purchase orders unless exempted by rules, regulations or orders of the United States Secretary of Labor issued pursuant to Article 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Tenant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Tenant becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the administering agency, Tenant may request the United States to enter into such litigation to protect the interests of the United States.

F. Tenant hereby represents and warrants that, as of the Effective Date, neither Tenant nor any officer, employee, representative or agent of Tenant has given or donated, or promised to give or donate, either directly or indirectly, to any official, employee or commissioner of Authority or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease.

G. **Security Regulations.** Tenant will comply with all security regulations established or amended, by but not limited to the Authority, Department of Homeland Security, Customs and Border Protection, TSA and the FAA, and to take such steps as may be necessary or directed by Authority, including the installation of mandatory access control if accessing the AOA, to ensure that Affiliates, employees, invitees, and guests observe these requirements. If Authority incurs any

finances and/or penalties imposed by the Federal Aviation Administration and/or the Transportation Security Administration, or any expense in enforcing the regulations of Federal Aviation Regulations Part 1542 and/or the Airport Security Program, as a result of the acts or omissions of Tenant, Tenant agrees to pay and/or reimburse all such costs and expense. Tenant 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, in the event Tenant fails to remedy the security deficiency.

**ARTICLE XXXVIII**  
**FORCE MAJEURE**

Except as provided below, a Force Majeure Event will excuse the performance of that party for a period equal to the duration of the prevention, delay or stoppage; provided, however, that the foregoing provisions of this Article XXXVIII will not apply to the obligations imposed with regard to Rent and other charges Tenant must pay in accordance with the terms of this Lease.

**ARTICLE XXXIX**  
**INTEREST AND OTHER CHARGES**

Notwithstanding any provision of this Lease to the contrary relating to the payment of interest, it is the intent of Authority and Tenant that Authority shall not be entitled to receive, collect, reserve or apply, as interest, any amount in excess of the maximum amount of interest permitted to be charged under Applicable Laws. In the event this Lease requires a payment of interest that exceeds the maximum amount of interest permitted to be charged under Applicable Laws, such interest shall not be received, collected, charged or reserved until such time as that interest, together with all other interest then payable, falls within the maximum amount of interest permitted to be charged under Applicable Laws. In the event Authority receives any such interest in excess of the maximum amount of interest permitted to be charged under Applicable Laws, Authority shall refund to Tenant the amount of such excess and, in such event, Authority shall not be subject to any penalties provided by Applicable Laws for contracting for, charging, reserving, collecting or receiving interest in excess of the maximum amount of interest permitted to be charged under Applicable Laws.

**ARTICLE XL**  
**EASEMENTS**

Authority shall reasonably cooperate with Tenant, at no cost or expense to Authority, in obtaining all necessary easements, rights or ways, utility feeds and conduit connections, permits and governmental and quasi-governmental approvals or consents reasonably necessary to develop the Improvements on the Premises; provided, however, that this Article XL shall not create any express or implied obligation on the part of Authority to consent to or approve any easements, rights or ways, utility feeds or conduit connections that interfere with or impair Authority's ownership, operation or development of the Airport or contravene any Applicable Laws applicable to the Airport, all as determined by Authority in Authority's sole discretion.

**ARTICLE XLI**  
**BROKERS**

Authority represents and warrants to Tenant that no Person is entitled to any real estate commission, finder's fee or the like pursuant to any agreement or understanding with Authority with respect to this Lease. Tenant represents and warrants to Authority that no Person is entitled to any real estate commission, finder's fee or the like pursuant to any agreement or understanding with Tenant with respect to this Lease. Tenant hereby indemnifies Authority and agrees to defend and hold Authority harmless from any liability, cost and expense (including reasonable attorneys' fees), which may result from a breach of this warranty by Tenant.

**ARTICLE XLII**  
**GOVERNMENTAL REQUIREMENTS**

The parties incorporate herein by reference all provisions lawfully required to be contained herein by any Governmental Authority. In the event that a Governmental Authority requires modifications or changes to this Lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Tenant shall make or agree to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required and any expenses resulting from such amendments, modifications, revisions, supplements or deletions shall be paid by Authority.

**ARTICLE XLIII**  
**RECORD RETENTION AND RIGHT TO AUDIT**

Representatives of the Authority have the right, at Authority's expense, to perform, or to have performed, audits of Tenant's books upon reasonable prior notice for the purpose of determining compliance with this Lease. Tenant shall keep its books and records available only as they pertain to Tenant's operation at the Airport for at least three (3) years after this Lease terminates. This provision does not affect the applicable statute of limitations.

**ARTICLE XLIV**  
**SURVIVAL OF PROVISIONS**

The provisions of Articles IX, X, XI, XII, XIV, XV, XX, XXI.B., XXVI.D, XLI and XLIII hereof shall survive the expiration or earlier termination of this Lease, and the provisions of Article XXXV hereof shall survive the termination of this Lease as expressly provided therein.

**ARTICLE XLV**  
**AUTHORITY TO EXECUTE**

Tenant represents and warrants that Tenant has full and lawful authority to enter into and execute this Lease in its own capacity.

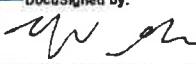
[Signatures on following pages]

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and date first written above.

**AUTHORITY:**

**METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY**

ATTEST:

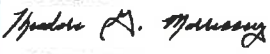
DocuSigned by:  
  
0E1E03DC0CC04F4...  
Jimmy Granbery  
Board Secretary

APPROVED:

DocuSigned by:  
*William H. Freeman*  
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William H. Freeman  
Board Chairman

DocuSigned by:  
*Douglas E. Kreulen, A.A.E.*  
9971F03A387B487...  
Douglas E. Kreulen, A.A.E.  
President and CEO

APPROVED AS TO  
FORM AND LEGALITY:

DocuSigned by:  
  
FF5A12BD6CF340D...  
Theodore G. Morrissey, C.M.  
Assistant General Counsel

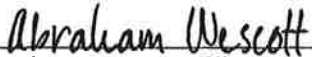
RECOMMENDED:

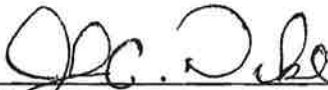
DocuSigned by:  
*Carrie Logan*  
58BC4C9F393F4E9...  
Carrie R. Logan, C.M.  
Associate General Counsel

**TENANT:**

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

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Abraham Wescott, Director  
Public Property Administration

  
\_\_\_\_\_  
John Drake, Chief of Police  
Metropolitan Nashville Police Department

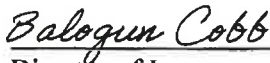
**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

  
\_\_\_\_\_  
Kelly Flannery, Director  
Department of Finance

**APPROVED AS TO FORM AND  
LEGALITY:**

  
\_\_\_\_\_  
Assistant Metropolitan Attorney

**APPROVED AS TO INSURANCE**

  
\_\_\_\_\_  
Director of Insurance

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

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

**EXHIBIT A**

**SURVEY & LEGAL DESCRIPTION**

(Attached on the following pages)

- NOTES**
- THIS IS A CATEGORY 1 PROPERTY SURVEY FOR A LEASE BOUNDARY.
  - THE LEASE BOUNDARY SHOWN HEREON IS A PORTION OF THAT PROPERTY OWNED BY METROPOLITAN NASHVILLE AIRPORT AUTHORITY, DEED BOOK 4788, PAGE 208 BEING DAVIDSON COUNTY TAX PARCEL 07000003400.
  - LAST DATE OF FIELD SURVEY: 06/25/2022.
  - BOUNDARY INFORMATION SHOWN HEREON IS FOR REFERENCE ONLY AND IS BASED ON A LEASE SURVEY COMPLETED BY THIS SURVEYOR.
  - THE TOTAL SITE AREA IS 0.84± ACRES.
  - BOUNDARY AND SITE INFORMATION WAS COLLECTED USING A COMBINATION OF LOCAL GPS RTK METHODS AND / OR TOTAL STATION RADIAL SURVEYING OCCUPYING CONTROL POINTS ESTABLISHED BY LOCAL GPS RTK METHODS.
  - COORDINATE VALUES ARE TENNESSEE STATE PLANE, NAD 83, U.S. SURVEY FEET AS ESTABLISHED BY GPS NETWORK POSITIONING. THE COMBINED GRID TO GROUND SCALE FACTOR CALCULATED FOR THE SITE CONTROL IS 1.00005. BEARINGS AND DISTANCES ARE BASED ON TENNESSEE STATE PLANE GRID.
  - THIS SURVEY DOES NOT INCLUDE ANY INVESTIGATION OF UNDERGROUND UTILITIES. SUBSURFACE UTILITY IMPROVEMENTS WITHIN THE LIMITS OF THE SURVEY ARE NOT SHOWN HEREON. A TRAIL LOCATE REQUEST (IF AVAILABLE) AND A THOROUGH INVESTIGATION OF UNDERGROUND UTILITIES SHOULD BE COMPLETED PRIOR TO ANY EARTH MOVING WORK OR DISTURBANCES.
  - THIS PARCEL IS SUBJECT TO ALL RIGHTS-OF-WAYS AND EASEMENTS SHOWN AND ANY OTHER RIGHTS-OF-WAY OR EASEMENTS EITHER EITHER RECORDED OR BY PRESCRIPTION THAT A COMPLETE TITLE SEARCH MAY REVEAL. NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR TITLE SEARCH WAS PROVIDED TO THIS SURVEYOR.

**LEGEND**

- X — PROPERTY LINE
- X — FENCE LINE
- OE — OVERHEAD UTILITY LINE
- SD — STORM DRAINAGE LINE
- ◆ MAG NAIL W/ WASHER STAMPED "CIA ENGR" SET
- ▲ 5/8" INCH REBAR W/ CAP STAMPED "CIA ENGR" SET
- ⊙ STORM CLEANOUT
- ⊕ AREA DRAIN / CATCH BASIN
- ⊙ UTILITY POLE
- ⊙ RIP-RAP

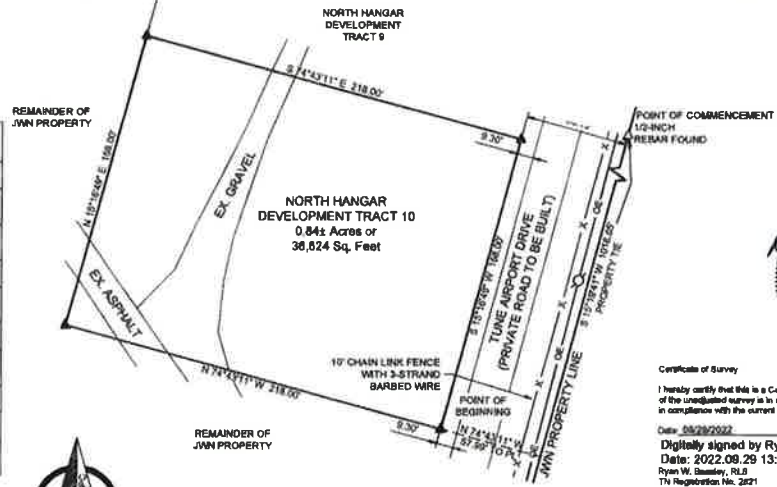


VICINITY MAP - NOT TO SCALE  
Source: <https://maps.nashville.gov/ParcelViewer/>

**JOHN C. TUNE AIRPORT - JWN  
NORTH HANGAR DEVELOPMENT  
TRACT 10  
NASHVILLE, DAVIDSON CO., TN**

ORIG ISSUE DATE: 06/28/2022  
REVISIONS: NO / DATE / DESC.

GPS SURVEY DATA	
Field Procedure	Fixed Station RTK
Horizontal Positional Accuracy	0.10± FT reported at the 95% Confidence Level
Vertical Positional Accuracy	0.20± FT reported at the 95% Confidence Level
Date of Field Survey	6/25/2022
Datum: Horizontal (Epoch) / Vertical	NAD 1983 (2011) / NAVD 1988
Fixed Control Station	JWNA1960 - PACS
Control Station - Position	Northing - 875311.23 Easting - 1707399.87
Control Station - Elevation	494.42
Geoid Model Used	Geoid 03
Combined Scale Factor (Grid to Gnd)	1.00005



Certificate of Survey  
I hereby certify that this is a Category 1 survey and that the ratio of precision of the unadjusted survey is in excess of 1:10,000. This survey was performed in compliance with the current Tennessee Minimum Standards of Practice.  
Date: 06/28/2022  
Digitally signed by Ryan Beasley  
Date: 2022.09.29 13:04:31-0500  
Ryan W. Beasley, P.E.  
TN Registration No. 2881



DRAWING SCALE: 1 INCH = 50 FEET

**CIVIL INFRASTRUCTURE ASSOCIATES**  
30 HICKORY DRIVE  
MURFREESBORO, TN 37139  
www.cia-engineers.com

DRAWN BY: S.L. | CHECKED BY: RMB

LEASE BOUNDARY SURVEY  
**SV 1.0**  
SHEET NO. 1 OF 1



## John C. Tune North Development Tract 10 Lease

Being the following described real estate, situated within the TWENTIETH COUNCIL DISTRICT of Davidson County, Tennessee, and being a portion of that property, which was conveyed to the Metropolitan Nashville Airport Authority, by deed of record in Book 4788, Page 209 in the Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

COMMENCING at a 1/2-inch rebar with cap found in the eastern property line of the John C. Tune Airport property, being the parent tract of the herein described property; runs thence with the property line South 15 degrees 19 minutes 41 seconds West, 1018.65 feet; thence leaving the property line and crossing a Tune Airport Drive, a private road planned for construction, North 74 degrees 43 minutes 11 seconds West, 57.99 feet to the POINT OF BEGINNING, being a 5/8-inch rebar with cap to be set (upon completion of site development) in the western right-of-way of Tune Airport Drive; runs thence with a new lease boundary line as follows:

North 74 degrees 43 minutes 11 seconds West, 218.00 feet to a 5/8-inch rebar with cap to be set;

North 15 degrees 16 minutes 49 seconds East, 168.00 feet to a 5/8-inch rebar with cap to be set;

South 74 degrees 43 minutes 11 seconds East, 218.00 feet to a 5/8-inch rebar with cap to be set;

South 15 degrees 16 minutes 49 seconds West, 168.00 feet to the Point of Beginning and containing 0.84 Acres, more or less, as surveyed by Ryan W. Beasley, Tennessee Registered Land Surveyor Number 2821, of L.I. Smith and Associates, 1100 Lebanon Pike, Ste 105, Nashville, TN 37210 on September 29, 2021. Bearings are based on the Tennessee State Plane Coordinate System, NAD 83.



Digitally signed by Ryan Beasley

Date: 2022.09.29 13:20:26-0500

Ryan W. Beasley, RLS

TN Registration No. 2821

**EXHIBIT B**  
**BASE RENT**

<b>LEASE YEAR</b>	<b>ESCALATION</b>	<b>ANNUAL RENT</b>
1	3%	\$80,939.04
2	3%	\$83,367.21
3	3%	\$85,868.23
4	3%	\$88,444.27
5	3%	\$91,097.60
6	3%	\$93,830.53
7	3%	\$96,645.45
8	3%	\$99,544.81
9	3%	\$102,531.15
10	APPRAISAL	TBD

**EXHIBIT C**  
**IMPROVEMENTS**

## EXHIBIT D

### TITLE VI

I. **Compliance with Non-Discrimination Requirements:** During the performance of the Agreement, as amended from time to time (the “Amended Agreement”), Tenant, for itself, its assignees, and successors in interest (hereinafter referred to in this **Exhibit D** as the “contractor”), agrees as follows:

I. **Compliance with Regulations:** The contractor (hereinafter in this **Exhibit D** includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of the Amended Agreement.

II. **Non-discrimination:** The contractor, with regard to the work performed by it during the Amended Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

III. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under the Amended Agreement and the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

IV. **Information and Reports:** The contractor will provide all information and reports required by the Acts and Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts and Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

## EXHIBIT D

V. **Sanctions for Non-compliance:** In the event of a contractor's non-compliance with the non-discrimination provisions of the Amended Agreement, Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

VI. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (a) through (e) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Authority to enter into any litigation to protect the interests of Authority. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

VII. **Operation of Facilities:** The contractor for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) In the event facilities are constructed, maintained, or otherwise operated on the Parcel described in the Amended Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and

(ii) In the event of breach of any of the above non-discrimination covenants, Authority will have the right to terminate the Amended Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Amended

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Agreement had never been made or issued.

**VIII. Construction/Use/Access of Facilities:** The contractor for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the contractor will use the Parcel in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended; and

(ii) In the event of breach of any of the above non-discrimination covenants, Authority will have the right to terminate the Amended Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Amended Agreement had never been made or issued.

**II. Pertinent Non-discrimination Authorities:** During the performance of the Amended Agreement, the contractor agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Parcel Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose Parcel has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

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- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to contractor’s programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*)