LEASE AGREEMENT BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND

EAST BANK DEVELOPMENT AUTHORITY

This Lease Agreement ("Lease") is made and entered into on this the _____ day of ________, **20____, by and between the Metropolitan Government of Nashville and Davidson County (hereinafter referred to as "Metropolitan Government") and East Bank Development Authority** (hereinafter referred to as "Lessee").

CONSIDERATION For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Leased Premises:** The Leased Premises shall include two (2) locations identified as follows, intended for occupancy at different terms, as further set forth in Section (4):
    a. **Leased Premises #1** is located at 730 President Ronald Reagan Way, Nashville, Tennessee 37210 with approximately 1,475 square feet of office space as depicted in Exhibit 1 to this Lease ("Premises");
    b. **Leased Premises #2** is located at 63 Hermitage Avenue, Nashville, Tennessee, 37210 and shall include no less than 3600 square feet of office space. The specific space and square footage within the facility shall be determined at a future date, to be acceptable to both parties, which acceptability shall be evidenced by a Lease Addendum to be executed by both parties. The Lease Addendum shall include the estimated square footage and

a drawing generally depicting the area occupied by Lessee but otherwise shall not modify any terms of this Lease without approval by the governing legislative authorities for each party.

2. Lease and Permission to Enter. Metropolitan Government hereby gives permission, as hereinafter provided, to Lessee and Lessee's licensees and invitees to enter and occupy the Premises for five (5) years.

3. Use of Leased Premises. Lessee shall be permitted to use the Premises for office purposes for the normal execution of Lessee's business. Metropolitan Government shall provide for Lessee's use during its occupancy the space and furnishings reflected on Exhibit 1, provide general equipment necessary to perform Lessee's office functions, and provide any build-out or finishes necessary to deliver the space for occupancy. Any and all furnishings and equipment provided by Metropolitan Government shall remain in the Premises and shall not be removed during the Term or after the expiration of this Lease, however allowing for Metropolitan Government to relocate any necessary furnishings and equipment between Lease Location #1 and Lease Location #2 at such time Metropolitan Government deems necessary to facilitate the relocation between the two locations. Lessee shall be responsible for maintaining the furnishings and equipment in good condition, ordinary wear and tear excepted.

4. Term and Renewal. The initial term of this Lease shall be for a period of five (5) years, commencing with Leased Premises #1 on the date the Lease is signed by all parties and filed with the Metropolitan Clerk. The rights to Leased Premises #1 shall terminate fifteen (15) days after Leased Premises #2 are made available from Metropolitan Government to Lessee (however Lessee shall retain rights for the remaining lease term of the five-year lease at Leased Premises #2). Similarly, Lessee shall not have rights to Leased Premises #2 until Metropolitan Government provides written notice to Lessee that such space is available for Lessee occupancy. Either party may terminate this Lease upon thirty (30) days' written notice. This Lease may be extended one time for a one (1) year term upon mutual agreement. Each party must provide written notice of the intent to extend the Lease at least ninety (90) days before expiration. Any renewal by Metropolitan Government must be approved by the Director of General Services and Director of Public Property Administration, or any such authorities which may be delegated within the Metropolitan Government from time to time. This Lease shall not take effect until approved by the Metropolitan Council.

5. Rent. Lessee agrees to pay to Metropolitan Government annual rent in the amount of $1,200 per year, in fixed monthly installments of $100.00 paid on or before the first day of each month. Rent shall be adjusted on daily pro-rata basis of $3.29 per calendar day for any part of the lease term not completed due to cancellation of the Lease.

6. Utilities. Metropolitan Government shall be responsible for all utilities and related service costs associated with the Premises. Lessee agrees to cooperate with Metropolitan Government to control such costs through responsible use of the Premises.

7. Taxes. To the extent permitted by Tennessee law, Lessee is responsible for paying all real estate taxes associated with the property.

8. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

9. Notices.

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County
Attn: Abraham Wescott, Director, Public Property Administration
P.O. Box 196300
Nashville, TN 37219

With a copy to:
The Metropolitan Government of Nashville and Davidson County
Dawn M. Soper, Assistant Director, General Services Department, Real Estate
700 President Ronald Reagan Way, Suite 301
Nashville, TN 37219

Notices to Lessee shall be sent to:

East Bank Development Authority
Ben York, Chief Executive Officer
Lindsley Hall
730 President Ronald Reagan Way
Nashville, TN 37210

With a copy to:
East Bank Development Authority
Anna Grider, Chief Operating Officer
Lindsley Hall
730 President Ronald Reagan Way
Nashville, TN 37210

In accordance with Tennessee Code § 66-7-101 and applicable law, any party to this Lease may change its address or designated recipient(s) for notice only by delivering written notice of such change to the other party. Such notice shall not be effective until received. No oral notice or informal communication shall be deemed sufficient to effect a change in notice recipient.

10. Maintenance and Repairs. Lessee shall maintain the Premises in clean, sanitary, and operable condition and shall be responsible for all repairs unless otherwise specified.

a. Metropolitan Government shall not be responsible for any maintenance to the structure, foundations, interiors, mechanical, electrical, communications, or security systems, or any other systems and/or Lessee improvements or fixtures specifically related to the operations necessary for the use of the premises as described herein. Upon thirty (30) days prior written notice to Lessee, Metropolitan Government may, at Metropolitan Government's sole discretion, which in no manner shall constitute Metropolitan Government as obligated, perform Lessee's maintenance, repair, and/or replacement obligations and any other items that are Lessee's obligation hereunder. Lessee shall reimburse Metropolitan Government for the cost incurred in doing any such Lessee maintenance, repair, and/or replacement obligations and any other items Metropolitan Government deems necessary to maintain structural integrity within thirty (30) days after being invoiced therefore.

b. Lessee’s Obligations for Maintenance. Lessee agrees to keep the Premises in clean and sanitary condition free of trash, refuse and debris at all times during the Term and not cause damage to the Premises. Lessee shall not permit any of its employees, agents, officers, or attendees to deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee shall be responsible for all reasonable and necessary expenses to repair or replace any property of Metropolitan Government, whether under its control or otherwise, due to defacement, destruction, damage or loss occurring while in use by Lessee, normal wear and tear expected.

11. Insurance.

a. Lessee Liability Insurance. Prior to entering upon the Premises for any purpose permitted under this Lease, and throughout the Term of this Lease, Lessee shall, at its expense, provide and keep in force commercial general liability insurance containing bodily injury and property damage coverage of not less than Two Million Dollars ($2,000,000.00) per occurrence immediately prior to occupying the space. Such limits may be reached through a combination of commercial general liability and umbrella insurance policy limits. Such policies shall cover the entire Premises and shall include Metropolitan Government as an additional insured. Lessee shall, deliver evidence of such policies to Metropolitan Government if so requested in the form of an ACORD 25 Certificate of Insurance (or equivalent form). All such insurance policies shall be with responsible insurance companies with an A.M. Best rating of not less than A- and authorized to do business in the State of Tennessee.

b. Partial Building Occupancy; Allocation of Insurance Responsibility. The Premises consist of a dedicated portion of a larger office building, plus common areas included but not limited to ingress, egress, and restrooms. The parties acknowledge that the Metropolitan Government retains ownership and control over the remainder of the facility and may maintain insurance coverage through a self-insurance program. Notwithstanding anything to the contrary in this Lease, Lessee shall not be required to insure the full insurable value of the building and related improvements; rather, Lessee's insurance obligations with respect to property coverage shall be limited to:

1. Maintaining insurance as required for Lessee's personal property, trade fixtures, equipment and operations within the Premises;
2. Maintaining commercial general liability insurance as otherwise require din subsection (a) above;

3. Bearing responsibility for any loss of or damage to the Premises, or to the larger facility, to the extent caused by the acts or omissions of Lessee, its agents, employees, contractors or invitees; and

c. Reimbursing Metropolitan Government for any deductible amounts actually incurred by Metropolitan Government in connection with repairs to the extent such loss or damage is caused by Lessee as set forth in subsection (iii).

12. Indemnity. To the greatest extent allowed by law, Lessee shall indemnify, defend, and hold harmless Metropolitan Government, its officers, agents, and employees (the "Indemnified Parties") against all claims, demands, lawsuits, damages, defense costs and expenses, including without limitation court costs, litigation expenses, and attorney fees, and actions of any kind or nature whatsoever (collectively, "Claims") from the outset of all Claims, provided such Claims arise under this Lease and relate to the action or inaction of Lessee or any person or entity for which Lessee is responsible.

13. Waiver of Liability for Personal Property. Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

14. Mechanic's Liens. No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metropolitan Government. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within twenty (20) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount plus Metropolitan Government's reasonable costs and attorneys' fees.

15. Fire and Casualty Damage. If the Building or any portion thereof shall be damaged by fire, flood, or other casualty such that in the reasonable judgment of either party the Premises are no longer suitable for use as contemplated by this Lease, then such party may terminate this Lease upon the occurrence of such casualty. In that event, Lessee shall be entitled to retain the proceeds of any policy of insurance paid for by Lessee and covering such casualty (if any), with exception of those proceeds rightfully inuring to Metropolitan Government as an additional insured on Lessee's policy, and Metropolitan Government shall be entitled to retain the proceeds of any policy of insurance paid for by Metropolitan Government and covering such casualty (if any). Metropolitan Government shall have no obligation to rebuild any portion of the Building or the Premises after such casualty.

16. Default and Termination for Cause. In the event Lessee shall at any time be in default of Lessee's obligations under this Lease, and such default shall continue for a period of 30 days after written notice to Lessee (or if such default is not reasonably capable of being cured within 30 days or after receipt of notice Tenant does not diligently prosecute said cure to completion), then Metropolitan Government shall have the right to:

a. Terminate this Lease upon written notice to Lessee;

b. Bring suit for the collection of all amounts for which Lessee may be in default or to compel performance of any responsibility of Lessee hereunder, all without entering into possession or termination of this Lease; or

c. Cure such default at Lessee's cost, for which Lessee shall reimburse Metropolitan Government promptly upon demand.

17. Termination for Convenience. Metropolitan Government may terminate this Lease at any time by giving thirty (30) days written notice.

18. Assignment and Subletting. Lessee may not assign or sublease the Premises without prior written consent of the Metropolitan Government.

19. Compliance with Laws. Lessee shall comply with all applicable federal, state, and local laws and regulations. Any action between the Parties arising from this Lease Agreement shall be filed, maintained, and resolved in the Circuit or Chancery Courts of Davidson County, Tennessee. Lessee explicitly waives its right to remove any actions filed in the courts of Davidson County, Tennessee, to federal court.

20. Non-Discrimination. Notwithstanding any other provision of this Lease, Lessee warrants that no person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the performance of this Lease or in the employment practices of Lessee on the grounds of handicap or disability, age, race, color, religion, sex, sexual orientation, national origin, or any other classification protected by the laws of the United States or the state of Tennessee. Lessee shall post notices of nondiscrimination as required by law.

21. Right of Entry. Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants.

Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

22. Records and Audit. Lessee shall maintain documentation for all charges under this Lease against the Metropolitan Government. The books, records, and documents of Lessee insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Metropolitan Government or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Contingent Fees. Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

25. Parking. Metropolitan Government acknowledges that Lessee has requested up to five (5) parking spaces in the Metropolitan Government garage located on the campus. While Metropolitan Government cannot guarantee the availability of such spaces, Metropolitan Government shall use reasonable efforts to provide parking spaces for Lessee as they become available. Any and all access granted to this shared parking facility shall comply with Metropolitan Government's rules and procedures and may be revoked if such rules and procedures are breached.

26. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

27. Quiet Enjoyment. Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

28. Surrender. Upon the expiration or termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises and cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.

29. Severability. Should any provision of this Lease Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease Agreement.

30. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Lessee certifies that to the best of its knowledge and belief, neither Lessee nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

31. Boycott of Israel. The Lessee certifies that it is not currently engaged in, and will not for the duration of the lease agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

32. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the Premises.

33. Governing Law and Venue. This Lease shall be governed by the laws of Tennessee. Venue shall lie exclusively in Davidson County, Tennessee.

34. Execution and Effective Date. This Lease is not binding until signed by all parties and filed with the Metropolitan Clerk. The Lease shall be signed by all parties prior to filing with the Metropolitan Clerk, and the date filed with the Metropolitan Clerk shall be the Effective Date.

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

Gerald C. Smith, Director
Department of General Services

EAST BANK DEVELOPMENT AUTHORITY

Executive Director

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/adm

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

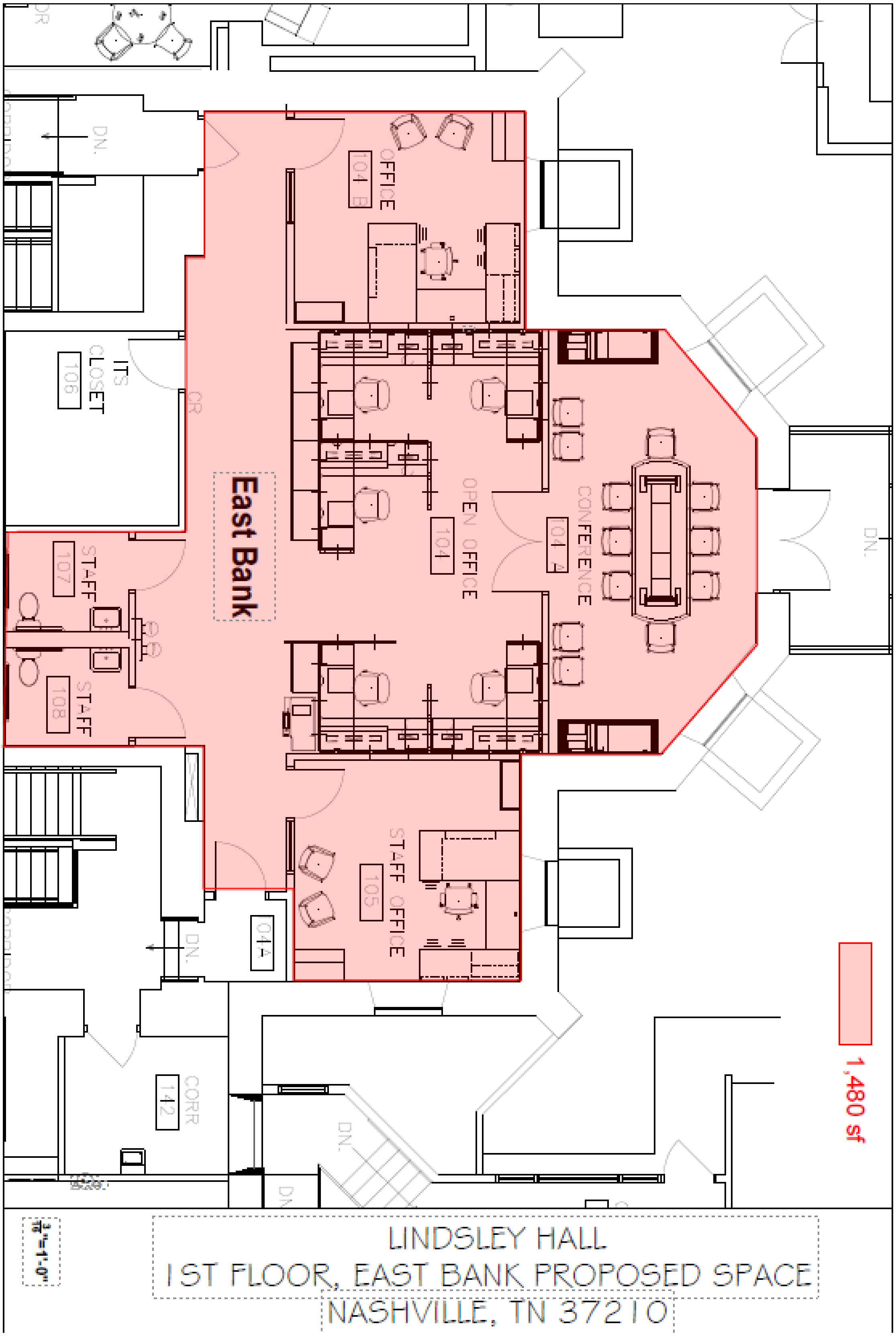
Macy Amos

Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk | Date

EXHIBIT 1


OFFICE
104 B
ITS CLOSET
106
East Bank
OPEN OFFICE
104
CONFERENCE
104 A
STAFF
107
STAFF
108
STAFF OFFICE
105
104A
CORR
142
DN.
1,480 sf
3/16"=1'-0"
LINDSLEY HALL
1ST FLOOR, EAST BANK PROPOSED SPACE
NASHVILLE, TN 37210