

GROUND LEASE

THIS INDENTURE (herein "Lease"), made and entered into as of the 24th day of April, 2014, by and between The Industrial Development Board of the City of Kingsport, Tennessee (herein "Landlord"), and City of Kingsport, Tennessee (herein "Tenant").

WITNESSETH:

That for and in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. PREMISES. Landlord does hereby demise and let unto Tenant, and Tenant does hereby hire and lease from Landlord, for the term and upon the conditions and covenants set forth herein, all that certain tract or parcel of land situated in the City of Kingsport, Sullivan County, Tennessee, more particularly described as follows, together with all appurtenant rights and easements (herein "Premises"):

Being a tract of land in the 11th Civil District, Sullivan County, Tennessee, and being more particularly described as:

Starting at an existing iron rod in the northerly sideline of Industry Drive, said iron rod being the southwesterly corner to James and Lena Hensley property (formerly Kingsport Utilities, Inc.); thence with Industry Drive south 40°59'03" east 1067.07 feet to an iron rod new, the Point of Beginning; thence with a new line across General Shale property, the following five calls: north 43°49'32" east 820.00 feet to an iron rod new; thence north 46°10'28" west 200.00 feet to an iron rod new in the southeasterly sideline of a proposed 60-foot right-of-way; thence with said right-of-way north 43°49'32" east 137.52 feet to an iron rod new; thence continuing with a new line across General Shale property south 39°00'10" east 966.01 feet to an iron rod new; thence south 29°35'08" east 256.75 feet to a concrete monument, corner to Lot 20, Block 7, Riverview Addition to City of Kingsport; thence with Lots 20-39, Block 7, Riverview Addition to City of Kingsport, the following three calls: south 23°46'19" east 243.09 feet to a concrete monument; thence south 18°04'21" east 500.93 feet to a concrete monument; thence south 13°03'28" east 368.66 feet to a concrete monument in the line of Richard Ripley property; thence with said property, the following three calls: south 51°05'07" west 244.81 feet to a concrete monument; thence north 69°32'33" west 305.60 feet to an iron rod old; thence south 21°20'19" west 55.00 feet to an iron rod old in the northerly sideline of Industry Drive; thence with Industry Drive the following seven calls: a curve to the right having a radius of 1186.77 feet, an arc length of 130.00 feet, a chord bearing of north 58°45'27" west and a chord length of 129.93 feet to an iron rod old; thence north 55°37'08" west 178.27 feet to an iron rod old; thence south 34°22'52" west 3.0 feet to an iron rod old; thence a curve to the right having a radius of 1226.24 feet, an arc length of 562.15 feet, a chord bearing of north 42°29'08" west and a chord length of 557.24 feet to an iron rod old; thence north 29°21'09" west 459.35 feet to an iron rod old; thence a curve to the left having a radius of 1816.38 feet, an arc length of 365.63 feet, a chord bearing of north 35°07'10" west and a chord length of 365.02 feet to an iron rod old; thence north 40°59'03" west 33.42 feet to an iron rod old, the Point of Beginning.

Containing 38.75 acres, more or less, and being part of the General Shale Products Corporation property as shown on survey by Jan E. Stout, Tennessee RLS #2018, of Barge Waggoner Sumner & Cannon, Inc., dated December 19, 2013. The bearings of the preceding description were based on the Kingsport Geodetic Reference Network.

2. TERM. The initial Term of this Lease is 29 Twenty (20) years, beginning on April 29, 2014 (herein "Commencement Date"), and ending at midnight on April 28th, 2034, unless extended or sooner terminated as provided for in this Lease.

3. RENT. The rent payable hereunder shall be the net sum of One Dollar (\$1.00) per year, payable on the Commencement Date, and annually thereafter on the same day and month, unless it falls on the weekend, at which time it shall be due the Monday following the weekend.

4. RIGHT OF PURCHASE. At any time during the term of this Lease or upon termination of this Lease for any reason, Tenant shall have the right to purchase Premises from Landlord, or its successors or assigns, for Ten Thousand Dollars (\$10,000.00) per acre consideration less a credit to Tenant for any amount paid by Tenant to Landlord as a contribution for economic or industrial development used to amortize or pay any indebtedness for the purchase of the entire tract of property, generally known as the General Shale property consisting of the property described herein and approximately 63 additional acres. Landlord shall not encumber or otherwise convey Premises in any manner. Upon exercise of Tenant's right to purchase or termination of this Lease for any reason, Landlord shall convey good and marketable title to the Premises to Tenant, along with instruments evidencing transfer of ownership to Tenant or any fixtures, furnishings and equipment located on the Premises owned by Landlord.

5. TERMINATION FOR CONVENIENCE. Tenant shall have the right to terminate this Lease by giving written notice to Landlord, at least thirty (30) days before the effective date of termination. Such termination shall not be deemed a breach of contract by either party. Upon such termination, neither party shall have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

6. TAXES AND OTHER IMPOSITIONS. The property is exempt from ad valorem tax, so no real or personal property tax would be due.

7. INSURANCE. Tenant is self-insured through the Tennessee Municipal League Risk Fund, and both parties are subject to the Tennessee Governmental Tort Liability Act. Landlord may be included on a certificate of insurance during the Term.

8. TENANT'S IMPROVEMENTS.

(a) The parties hereby acknowledge that there shall be constructed initially on the Premises by Tenant, at Tenant's sole cost and expense, athletic and recreation and supporting facilities. Landlord agrees to provide to Tenant for the construction of the facilities the amount remaining from the proceeds it has from a loan after the purchase of the General Shale property, not to exceed One Million Three Hundred Thousand dollars when requested by the city. All construction and all additions and alterations shall be constructed in a good and workmanlike manner and shall comply with all laws, rules, orders, zoning ordinances, regulations and requirements of all governmental authorities or departments having jurisdiction of the Premises. Buildings and improvements, furniture, machinery, equipment, furnishings, fixtures and appurtenances erected, installed, placed or located therein (herein "buildings and improvements") are, subject to any provisions herein contained to the contrary, the sole property of Tenant so long as this Lease shall continue in force and effect, and Landlord agrees that Tenant or any subtenant while not in default shall have the right at any time and from time to

time to remove any and all trade fixtures, furniture, furnishings, equipment and other property which it may have stored or installed in or on the Premises.

(b) Upon termination of this Lease or exercise of Tenant's right to purchase set out in Section 4, Landlord shall convey by good and marketable title the Premises to Tenant, which also include all improvements, fixtures, furniture, furnishings and equipment.

(c) Tenant may at any time or from time to time during the Term of this Lease, at its own cost and expense, make any alterations, demolitions, rebuilding, replacements, changes and additions to the Premises and to the buildings and improvements thereon, whether structural or non-structural. Landlord agrees to execute such applications or consents in respect thereto as may be required by governmental authorities having jurisdiction thereof.

9. MAINTENANCE AND REPAIR. Tenant shall at all times during the Term of this Lease, at Tenant's sole cost and expense, keep the Premises and all buildings and improvements now or hereafter located thereon, and all facilities and equipment therein, and all sidewalks, curbs, roadways, parking areas on the Premises, and all appurtenances thereto, in good condition and repair, reasonable wear and tear excepted.

10. MORTGAGES, DEEDS OF TRUST AND LIENS. Landlord covenants, warrants and agrees that throughout the Term of this Lease, including all extensions thereof, Landlord shall not execute any mortgage, deed of trust or create or suffer any lien affecting the Premises. In the event Landlord violates the foregoing covenant, rent and all other sums payable to Landlord hereunder shall abate until such time as such mortgage or lien is released of record.

11. UTILITY CHARGES. Tenant or its subtenants shall be solely responsible for and shall promptly pay all charges for water and sewer services and all costs and charges for gas, steam, heat, light, electricity, power, telephone and any other utility or service used or consumed in or servicing the Premises or the buildings and improvements situated thereon and all other costs and expenses involved in the care, management and use thereof.

12. NO SERVICES BY LANDLORD. It is expressly agreed that Landlord is not and shall not be required to render any services of any kind to Tenant in connection with Tenant's use and occupancy of the Premises.

13. GOVERNMENTAL REGULATIONS. Tenant shall throughout the Term of this Lease, at Tenant's sole cost and expense, comply with all laws, ordinances and lawful regulations and requirements of federal, state and municipal governments. If, however, the Tenant shall in good faith desire to contest any such law, ordinance, regulation or requirement, it shall notify the Landlord in writing of its intention to do so, and it shall not be required to comply therewith so long as it shall in good faith and at its own cost and expense contest the same or the validity thereof by appropriate proceedings. Landlord shall give Tenant such assistance in connection with any such contest as shall be necessary, reasonable and proper, at no cost or expense to Landlord, and Landlord agrees to sign and execute for Tenant any necessary papers or documents for such purpose.

14. USE OF PREMISES. The Premises may be used for any lawful purpose not in violation of any applicable law, ordinance or regulation of any governmental body having jurisdiction thereof.

15. LANDLORD'S TITLE.

(a) Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full term aforesaid, and that subject to the terms of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises throughout the Term and all extensions thereof, free from hindrance or molestation by anyone claiming through Landlord, its predecessors, assigns or heirs.

(b) Landlord further warrants and represents to Tenant that Landlord has fee simple title to the Premises; that the same is not subject to any encumbrances, liens or defects in title, or leases or tenancies or agreements affecting the rights granted to Tenant in this Lease other than those, if any, specifically set forth in EXHIBIT "A" incorporated herein by reference. Landlord further warrants and represents to Tenant that at the time of the commencement of the Term physical possession of the Premises shall be delivered to Tenant free and clear of all liens, encumbrances, tenancies and violations of law, ordinances and regulations relating to the use, occupancy and construction of or on the Premises, except such as may be specified in said EXHIBIT "A" and as contained elsewhere in this Lease.

16. UTILITY EASEMENTS AND RIGHT-OF-WAYS.

(a) Landlord shall grant such easements on the Premises and adjoining property owned by Landlord as Tenant, any utility company or companies, and/or the governmental authorities having jurisdiction thereof may reasonably deem necessary to install, provide and maintain all utilities to the Premises, and grant and/or use reasonable efforts to obtain such modifications of existing utility easements as Tenant may reasonably request so as to remove certain easements from their present locations to the perimeter or boundaries of the Premises to avoid or reduce interference with the erection of the proposed buildings and improvements and the continued use thereof. Landlord shall, promptly upon request, execute in recordable form such instruments, upon terms satisfactory to counsel for Tenant such easements and right-of-ways thereof as may be requested by any of the aforesaid parties.

(b) Landlord shall grant such easements or right-of-ways on the Premises and adjoining property owned by Landlord as Tenant may reasonably deem necessary to install, provide and maintain roads to the Premises from public roads existing as of Commencement Date. Landlord shall, promptly upon request, execute in recordable form such instruments, upon terms satisfactory to counsel for Tenant such right-of-ways thereof as may be requested by Tenant.

(c) All easements and right-of-ways granted by Landlord on adjoining property shall run with the land and shall continue and remain in effect after the termination of this Lease and conveyance of the Premises from Landlord to Tenant.

17. CONDEMNATION.

(a) *Taking for Temporary Use.* If the temporary use of the whole or any part of the Premises shall be taken or condemned for a public or quasi-public use at any time during the Term, the Term shall not be reduced or affected in any way. In such case, Tenant shall continue to pay in full the rents and any other sums of money provided in this Lease to be paid by Tenant. Tenant shall be entitled to the entire award for such taking to the extent of the Term and all periods for which Tenant elects or has elected to extend the same in accordance with the provisions hereof. On the taking of less than a fee title interest in the Premises or improvements

or both, at Tenant's option the question of whether the taking substantially deprives Tenant of the benefit of its leasehold interest and thereby amounts to a total taking, and the effects on Term, rent and apportionment of award shall be determined by arbitration.

(b) *Total Taking.* If the whole or substantially all of the Premises shall be taken at any time during the Term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, then this Lease shall automatically terminate as of the Date of Taking. The term "Date of Taking" shall be deemed to be the later of (i) the date possession shall be taken by such authority or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises. Rent shall be paid up to the date actual possession is taken by the condemning authority with a proportionate refund by Landlord of any rent paid in advance. In the event that such substantial part of the Premises is taken that the portion of the Premises remaining after such taking cannot reasonably, economically and profitably (i.e., at a level of profit reasonably close to that existing before the taking) be used by Tenant for its purposes (even if restoration was made), then Tenant may, at Tenant's option, terminate this Lease by written notice to Landlord given within one hundred twenty (120) days after the Date of Taking. Any such taking, which results in the termination of this Lease by Tenant in accordance with Tenant's option last herein stated, shall be deemed to be a total taking.

(c) *Partial Taking*

(i) A partial taking shall be the taking of a portion of the Premises for any public or quasi-public purpose by any lawful power or authority, by the exercise of right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, which does not constitute a taking for temporary use or a total taking as defined in paragraphs (a) and (b) of this Section 17. In the case of such partial taking, this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking rent shall be reduced in the same ratio that the fair market value of the portion of the Premises taken bears to the fair market value of the entire Premises before the partial taking.

(ii) Any taking which results in the termination of the Lease by the Tenant in accordance with Tenant's option last herein stated, shall be deemed to be a total taking.

(d) *Award.* In the event of either a total taking or a partial taking, the parties hereto agree to cooperate with each other in applying for and in prosecuting any claim for such taking and further agree that the proceeds of any award shall be paid as follows:

(i) *Total Taking*—In the event of a total taking—

(A) All expenses and costs, including attorneys' fees, incurred in obtaining the award shall first be paid.

(B) Any monies remaining after the above expenses have been paid upon a taking of all of the Premises shall be paid to Tenant and Landlord in the amounts deemed appropriate at that time based on current market value of existing buildings, other improvements, and the Premises or arrived at by mutual agreement of both parties.

(ii) *Partial Taking*—In the event of a partial taking—

(A) All expenses and costs, including attorneys' fees, incurred in obtaining the award shall first be paid.

(B) The remainder of the Award shall then be paid to Tenant, if the remainder of the Award is adequate to restore the Premises and improvements to a condition which shall permit the continued operation thereof as an economically viable unit so as not to give rise to Tenant's right to terminate the Lease as provided in subsection (b) of this Section 17, or if Tenant does not exercise said right to terminate.

(C) If the condemnation proceeds available for restoration are inadequate for restoration as aforesaid and Tenant elects to terminate the Lease, the taking giving rise to such events shall be deemed to be a total taking.

(D) Any balance shall be paid to Tenant and Landlord in the amounts deemed appropriate at the time based on current market value of improvements thereon as restored and the value of the leasehold and feehold estates therein and such severance damages as may be borne by the parties to remove or relocate subtenants and any amount awarded for detriment to business, or such allocation between Landlord and Tenant to be arrived at by their mutual agreement.

18. ASSIGNMENT AND SUBLETTING BY TENANT. So long as this Lease shall be in full force and Tenant is not in default in the payment of rental, Tenant may assign or sublet any portion of the Premises without the Landlord's consent, and Tenant shall have no liability for any obligation occurring hereunder after the effective date of an assignment by Tenant of its entire interest in this Lease. Any assignment of the Lease shall only be made upon the following terms and conditions:

(a) The assignee shall specifically assume in writing and agree to perform all the terms, covenants and conditions agreed to by Tenant under this Lease.

(b) A duplicate original of such assignment and assumption, duly executed and acknowledged by Tenant and by the assignee, shall be delivered to Landlord.

(c) Landlord agrees that, in the event of termination of this Lease because of any breach or default by Tenant, it shall not terminate any sublease(s) of the Premises, or a portion or portions thereof, or disturb the possession or leasehold rights of said sublessee(s), except for a default by such sublessee of the provisions of such sublease, and Landlord further agrees, subject to the aforesaid, to continue such sublease(s) in full force and effect and, if requested by such sublessee(s), to enter into a direct lease between Landlord and such sublessee(s). In such event Landlord agrees to assume and perform all obligations of the sublessor under such sublease(s). Landlord agrees that, upon Tenant's request, it shall execute and deliver, in recordable form, written agreements between Landlord, Tenant and said sublessee(s), excluding monetary terms, in such form as may reasonably be requested by any sublessee(s).

19. LANDLORD'S RIGHT OF ENTRY. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Premises and the buildings and improvements situated thereon at all reasonable times for the purpose of inspecting them and making any repairs thereto or performing any work thereon that may be necessary by reason of Tenant's failure, within thirty (30) days following written notice from Landlord, to make such

repairs or perform such work required of Tenant under this Lease. Nothing herein shall imply any duty upon the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in so failing to perform. All entrances upon the Premises and/or work performed thereon by Landlord shall be done with a minimum of disturbance to Tenant and its subtenants and shall not unreasonably interfere with its/their use of the Premises.

20. NOTICES, PAYMENT OF RENT. All notices, demands, requests, consents, certificates and waivers from either party to the other shall be in writing and sent by (i) nationally recognized overnight courier, (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) hand delivery to the following address:

LANDLORD: Industrial Development Board of the City of Kingsport, Tennessee
400 Clinchfield Street, Suite 100
Kingsport, Tennessee 37660
Attn: Chairman

With copy to: Gorman Waddell
Wilson Worley Moore Gamble & Stout PC
P.O. Box 88
Kingsport, Tennessee 37662-0088

TENANT: City Manager
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

With copy to: City Attorney
City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660

or to such other address as the party to receive the notice, demand, request, consent, certificate or waiver may hereafter designate in writing to the other. All payments of rent hereunder shall be made to Landlord at the address from time to time designated as aforesaid for the giving of notice. All notices, demands, requests, consents, certificates and waivers shall be deemed to have been given when deposited with such nationally recognized overnight courier or in the United States Mail as aforesaid.

21. ZONING. Tenant shall, at its own cost and expense, apply for any zoning, zoning variances, changes or consents and other building permits that may be necessary. Landlord agrees to cooperate fully with Tenant to obtain such necessary zoning, variances, changes, consents or permits and agrees to execute such applications or forms as may be required by the governmental authorities having jurisdiction over the Premises.

22. DEFAULT.

(a) If (i) Tenant shall default in the payment of rent on the date of payment as hereinabove provided, and if such default shall continue for a period of twenty (20) days after

receipt of written notice thereof, or (ii) (except as otherwise herein provided) Tenant shall default or fail in the performance of a covenant or agreement to be performed by it under this Lease, and such default shall not have been cured for a period of thirty (30) days after receipt of written notice, or if such default cannot with due diligence be cured within thirty (30) days after receipt of written notice, and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within thirty (30) days, that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), or (iii) Tenant in possession shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent by any court, or file a petition for reorganization or an arrangement under the Bankruptcy Code or any state insolvency act, or a receiver or trustee for its property shall be appointed in any proceeding other than a bankruptcy proceeding, and such appointment shall not be vacated within ninety (90) days after it has been made, then in any of said events, after service of written notice informing Tenant of termination of this Lease in ten (10) days, at the end of the 10th day, Landlord shall have the right, at its option and in addition to all other rights which it may have at law or equity, by summary proceedings or by any other appropriate legal action or proceedings, to terminate this Lease, and except as herein otherwise provided, to enter into said Premises or any part thereof, and expel the said Tenant or any person or persons occupying said Premises, and so to repossess and enjoy the said Premises; provided, however, that if any voluntary or involuntary proceeding in bankruptcy or for a reorganization is instituted, and no application is made in any such proceeding and no relief is requested therein to disaffirm this Lease, or to reform or recast the same or for any change, modification or alteration of any of the terms, covenants and conditions of this Lease or to relieve the Tenant from the punctual payment of the rent, additional rent or other charges required to be paid by Tenant under this Lease, and if all rent, additional rent and other charges due from Tenant under this Lease are paid within twenty (20) days after notice that such amounts are due and if all of the other terms, covenants and conditions of the Lease required to be performed by Tenant are promptly performed and complied with within thirty (30) days after receipt of such written notice, or, in the alternative, if Tenant shall have commenced the remedying thereof within such period or shall be proceeding with such remedy with due diligence (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within thirty (30) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence), then this Lease shall not be so terminated, but shall continue in full force and effect.

(b) Should the Term at any time be ended under the terms and conditions hereof, or in any other way, Tenant hereby covenants and agrees to surrender and deliver the Premises peaceably to Landlord immediately upon such termination.

23. NO WAIVER. No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof of either party, nor shall any forbearance by either party to seek a remedy for any breach with respect to such or any subsequent breach.

24. HAZARDOUS SUBSTANCES.

(a) Landlord represents and warrants that to the best of Landlord's knowledge the Premises have never been used for and Landlord has not used or permitted the Premises to be used for the handling, treatment, storage or disposal of any hazardous or toxic substance as defined under any applicable state or federal law. Landlord further represents and warrants that Landlord has not used or permitted the Premises to be used for and to the best of Landlord's knowledge no gas or oil storage tanks, toxic wastes or environmental hazards, including, without limitation asbestos and PCBs, are or have previously been located or stored in the soil or subsurface of the Premises or any improvements thereon. In the event of the inaccuracy of any of the foregoing, Tenant may terminate this Lease upon notice to Landlord, in which event all prepaid rent shall be refunded to Tenant, or at Tenant's election, Landlord shall cause such hazardous substances to be removed at Landlord's cost and expense.

(b) Tenant shall not, and shall cause any subtenants of Tenant at the Premises to not, use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of any hazardous or toxic substance, as defined under any applicable state or federal law, at, in, upon, under, to or from the Premises except (i) in de minimis quantities necessary for or incidental to the conduct of the business of the Tenant or any subtenants at the Premises, and (ii) in strict compliance with all applicable state or federal laws.

25. SUCCESSORS. Except as otherwise provided in this Lease, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

26. RELATION OF LANDLORD AND TENANT. Nothing contained in this Lease shall be determined or construed by the parties hereto or by any third person to create the relationship of principal or agent or of partnership or of joint venture or of any association between Landlord and Tenant or between Landlord and subtenant, or render Landlord in any way responsible for the debts or losses of Tenant or any subtenant, and neither the method of computation of rent or any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant or between Landlord and any subtenant other than the relationship of Landlord and Tenant and of Landlord and subtenant, respectively.

27. SHORT FORM OF LEASE. The parties hereto agree that they shall, at any time at the request of either party, promptly execute duplicate originals of an instrument in recordable form which shall constitute a short form of lease setting forth a description of the Premises, the term of this Lease, and any other portions thereof, excepting the rental provisions, as either party may request.

28. HOLDOVER. A holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month on the same terms and conditions in effect immediately prior to the expiration. The extended term may be terminated either by Landlord or Tenant by giving 30 days written notice to the other.

29. NON-LIABILITY OF OFFICIALS AND EMPLOYEES. No member, official, or employee of Tenant or Landlord shall be personally liable to the other party to this Lease or any other party, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Landlord or Tenant; for any amount which may become due under this Lease; or on any obligations under the terms of this Lease.

30. MISCELLANEOUS.

(a) If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.

(b) The parties executing this Lease warrant that this Lease is being executed with full corporate authority and that the officers whose signatures appear hereon are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution.

(c) Wherever in this Lease either Tenant or Landlord shall have agreed or promised to perform certain acts or otherwise where the context of this Lease would require such performance to occur after the termination or expiration of the Lease, then those agreements and covenants shall survive the termination or expiration of this Lease and continue to bind Tenant and Landlord.

(d) The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way define, limit, describe or amplify the terms and provisions of this Lease or the scope or intent thereof.

(e) This Lease and the rights and obligations of the parties are governed by the laws of the State of Tennessee, without regard to its conflict of laws principles. If a dispute arises between the parties concerning any aspect of this Lease, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

(f) This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

(g) This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LANDLORD:

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF KINGSPORT, TENNESSEE**

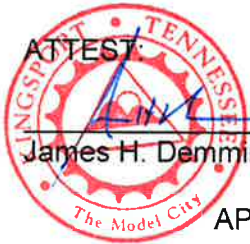


ROBERT FEATHER, Chairman

TENANT:

CITY OF KINGSPORT, TENNESSEE

Dennis R. Phillips
DENNIS R. PHILLIPS, Mayor



ATTEST:

James H. Demming
James H. Demming, City Recorder

APPROVED AS TO FORM:

J. Michael Billingsley
J. Michael Billingsley, City Attorney

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, ROBERT FEATHERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chairman of The Industrial Board of the City of Kingsport, Tennessee, and that he, as the Chairman, executed the foregoing instrument for the purposes therein contained, by signing his name as Chairman.

WITNESS my hand and official seal this 29th day of April, 2014.

Elizabeth A. Chicco
Notary Public



My commission expires:

12-29-2014

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this 29th day of April, 2014.

Elizabeth A. Chicco
Notary Public



My commission expires:

12-29-2014