

WORLD'S FAIR PARK EVENT LEASE

THIS AGREEMENT is made as of the ____ day of _____, 200__, by and between The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, hereinafter referred to as "Lessor" and (fill in lessee's organization and signator's name on line below):

 hereinafter referred to as "Lessee." The parties execute this Agreement for the purpose of memorializing the lease by the Lessee of certain facilities located at and within what is known the World's Fair Park, Knoxville, Tennessee.

WITNESSETH: The Lessor and the Lessee, for the mutual considerations stated herein and for the faithful performance of all covenants and conditions set forth herein, agree as follows:

**ARTICLE 1.
 LEASE AND USE OF PREMISES**

Leased Premises and Term. Subject to the terms, conditions and limitations contained in this Agreement, the Lessor hereby leases to the Lessee, and the Lessee hereby rents from the Lessor the _____ Lawn at the World's Fair Park, Knoxville, Tennessee. The Lessee's period of occupancy shall begin on the _____ day of _____, 200__, at _____ o'clock __.m. and shall terminate on the _____ day of _____, 200__, at _____ o'clock __.m. (Note: Leasing the Festival Lawn does NOT include the interactive fountain, court of flags and concrete area around it, which must remain accessible to the general public at all times.)

Date(s)	Start Time	End Time
MOVE-IN/MOVE-OUT INFORMATION		
Date(s)	Start Time	End Time

Premises Defined. The term “Premises,” as used in this Agreement, includes all of the space described in Paragraph 1.1 above and in the World’s Fair Park Event Guide and leased pursuant to this Agreement.

Uses of Premises by the Lessee. The Lessee will use and occupy the Premises solely for the purpose stated below, and for no other purpose whatsoever without the Lessor’s express written approval. The Lessee will observe, abide by and conform to all rules and regulations, and such further rules and regulations as from time to time may be put in effect by the Lessor, for the general safety, comfort and convenience of the Lessor as part of managing the World’s Fair Park.

(Fill in full description of event):

**ARTICLE 2.
COMMON AREAS**

2.1 Common Areas Defined. The term “Common Areas,” as used in this Agreement, includes: all parking areas, the interactive fountain, court of flags area, lake, stream, access roads and facilities, driveways, service roads, loading facilities, sidewalks, landscaped areas, and all other areas constructed or to be constructed for use in common by the Lessor and all other users of the World’s Fair Park.

2.2 Control of Common Areas. The Common Areas will at all times be subject to the exclusive control and management of the Lessor. The Lessor has the right to operate and maintain the Common Areas in such a manner as the Lessor, in its sole discretion, will determine from time to time. This right to operate and maintain includes, without limitation, the right to (i) employ all operational and maintenance personnel, (ii) make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities, (iii) close any portion of the Common Areas for the purpose of making repairs, changes or additions, (iv) change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas, and (v) enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines.

2.3 Parking. The Lessee and its agents, employees, guests, clients, customers, patrons and invitees will park in those areas designated in the World’s Fair Park Event Guide. The Lessee shall not load or unload vehicles except in those areas designated by the Lessor for such purpose. The Lessee, for itself, its employees and clients, agrees that the Lessor will have the right to take, move, impound and tow off vehicles that (i) violate the Lessor’s rules and regulations, block streets, aisles or access ways (ii) park in unauthorized areas, or (iii) park in unauthorized spaces or otherwise park improperly.

2.4 Access to Premises. The Lessor, its representatives, employees and concessionaires shall, at all times, have free access to the Premises.

2.5 Portions of Lessor’s Property Not Demised. The Lessee agrees that during the term of this Agreement, the Lessor may use, cause to be used or lease any portion of the World’s Fair Park not leased to the Lessee pursuant to this Agreement.

**ARTICLE 3.
RENT AND OTHER TENANT DISBURSEMENTS**

3.1 Rental Amount. The total rental amount, which includes the costs for rental equipment and other services, shall be as follows:

L E A S E		R A T E S	
(including move-in/move-out days)			
Facility	No. of Days	Rate Per Day	Total
Festival Lawn			
Performance Area			
Move-in/Move-out Festival Lawn			
Move-in/Move-out Performance Area			
Total Lease Rate			

RENTAL EQUIPMENT/OTHER SERVICES

Equipment/Service	Rate	Provider	Quantity	Total
Phone Lines	To be determined	PBA		
Dumpsters (2)	\$25 each/load	PBA		
Electrical Box	\$50 each/day	PBA		
Sub-Panels	\$25.00	PBA		
Mobile Stage-Commercial	\$1,000/day	PBA		
Trash Liners	\$50/case	PBA		
Mobile Stage-Non-Profit	\$500/day	PBA		
PBA Personnel Overtime Charges	\$25.00	PBA		
PNC Custodial Service/contract with PBA	\$20/ hour per custodian	PBA		
Event Decking	\$0.15 cent per square foot	PBA		
Total Additional/Estimated Cost				

SECURITY/DAMAGE DEPOSIT DUE: _____

TOTAL AMOUNT DUE FROM LESSEE: _____

DEPOSIT PAID BY LESSEE: _____

BALANCE DUE FROM LESSEE: _____

3.2 Covenant to Pay. The Lessee's covenant to pay the total rental amount to the Lessor at the office of the World's Fair Park Event Coordinator when it is due is independent of any and all other covenants contained in this Agreement. If the rental amount is not paid on the date due, the

Lessor may collect a late charge, equal to ten percent (10%) of the late rent, on the delinquent amount.

3.3 Non-Refundable Rental Amount. If the Lessee, being entitled to possession hereunder, shall fail for any reason other than as specified in Section 8.1 hereof to take possession of or to use the Premises, no refund of the rental amount shall be made. Specifically, the Lessee agrees that inclement weather will not be a basis for a refund. The full rent called for by this Agreement, including any disbursements or expenses incurred by the Lessor in connection therewith, shall be payable by the Lessee to the Lessor as liquidated damages, and not by way of penalty.

3.4 Overtime/Contract Labor Costs Borne by Lessee. If PBA incurs overtime costs for its personnel assisting in setting up or breaking down an event, requires the use of additional personnel in addition to normal staffing levels, or incurs contract custodial costs during the event, those costs will be billed to the lessee within 14 days of the conclusion of the event and are the responsibility of the lessee to pay in full.

3.5 Electronic Fund Transfer. The Lessee's has the option to use Electronic Fund Transfer. The PBA utilizes Electronic Fund Transfers as a means to expedite payments to our lessees. By the form, the PBA will deposit any refunds due to the Lessee after their event stated on EXHIBIT 1 attached hereto and incorporated herein by reference. If the Electronic Fund Transfer option is not chosen, a check will be issued during our regular monthly check process.

ARTICLE 4.

RESPONSIBILITY FOR PREMISES

4.1 Condition of Premises. The Lessee's signature on this Agreement signifies that the Lessee (i) has visited the Premises, (ii) has inspected the Premises and the appurtenances thereto, and (iii) is fully acquainted with the condition of the Premises. The failure of the Lessee to do any of the above does not, in any way, relieve the Lessee of any obligations pursuant to this Agreement. The Lessee accepts the Premises in its present condition and acknowledges that it is suitable for the Lessee's intended use. The Lessee acknowledges that Lessor is not responsible for conditions of the premises that may have been altered by weather events or other acts of God. In addition, Lessee acknowledges that Lessor has the right to alter, if necessary, the location of event equipment, booths, etc. if the condition of the lawn(s) requires the relocation of those items onto the sidewalks/street.

4.2 Labor Requirements. The Lessee, at its sole cost and expense, shall furnish all necessary labor required for the Lessee's use of the Premises, including, but not limited to, ticket sellers, ticket takes, security and safety personnel. A security plan for the event must be submitted to the World's Fair Park Event Coordinator for approval at least fifteen (15) days prior to the start of the event. The total number and identity of the individual(s) to be used in these capacities must be approved by the World's Fair Park Event Coordinator prior to the start of the Lessee's event.

4.3 Event Patrons. The Lessee shall not admit to the Lessee's event a larger number of persons than the capacity of the Premises accommodates. The Lessor, by and through its representatives, reserves the right to enter onto the Premises and eject any objectionable person(s) from the Premises. The Lessee hereby waives any and all claims for damages of any kind against the Lessor by reason of or relating to the exercise of such ejection authority. Further, the Lessor shall have the right to collect and have custody of articles left, lost or checked while on the Premises by patrons attending the event given or held on the Premises. The Lessee shall not interfere with the collection and custody of such articles.

4.4 Maintenance Responsibilities. At all times during the term of this Agreement, the Lessee shall, at the Lessee's sole cost and expense, keep the Premises in good order, condition and

repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Lessee shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the Premises and all appurtenances thereto. The Lessor will not be required to make any repairs to the Premises occasioned by the act or neglect of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Lessee. If the Lessee refuses or fails to make such repairs hereunder, the Lessor may make and complete such repairs and add the cost thereof to the total rental amount due. The Lessee will not allow any nuisance(s) to exist with respect to the Premises.

4.5 Alterations by the Lessee. The Lessee will not alter the Premises or place, install or attach any fixtures or equipment to be used in connection with the Lessee's event without obtaining the Lessor's prior written approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located in the Premises.

4.6 Signs. The Lessee will not post, exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards describing the Lessee's event, except those approved by the Lessor. The Lessee shall only post or exhibit signs, advertisements, show bills, lithographs, posters or cards that are related to the event to be given on the Premises, and only in the location(s) and for the period of time specifically designated and permitted by the World's Fair Park Event Coordinator. In addition to obtaining the Lessor's written consent, the Lessee must also obtain all necessary and appropriate governmental permits and licenses for its signage.

4.7 Surrender Of Premises. At the termination or expiration of this Agreement, the Lessee shall deliver the Premises to the Lessor in the same condition as the Lessee received it when the term of this Agreement began, reasonable wear and tear accepted. The Lessee shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the Premises as aforesaid. The Lessee will repair any damage to the Premises caused by the removal of such items. The Lessee's obligation to observe or perform this covenant will survive the expiration or other termination of the lease term. The Lessor reserves the right to remove from the Premises, at the sole expense of the Lessee, any and all effects remaining on the Premises after the period of occupancy has expired. The Lessor may, but is not obligated to, store such effects at the sole expense of the Lessee and without any liability therefore on the part of the Lessor.

ARTICLE 5. HOLD HARMLESS AND INDEMNIFICATION

The Premises shall be used and maintained by the Lessee for its convenience and accommodation throughout the period of occupancy. The Lessee agrees that the Lessor and the City of Knoxville, Tennessee ("the City") shall have no responsibility in connection with the Premises during said period of occupancy. The Lessee shall defend, indemnify and hold the Lessor and the City harmless from any and all liability to the Lessee, and third parties for all claims, actions, demands and expenses (including attorney's fees) resulting from or in any way connected with, or alleged to have arisen from the Lessee's use or occupancy of the Premises, including but not limited to actions or inactions of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees, and the Lessee's breach of any of the terms or conditions of this Agreement. The Lessee shall pay for any and all damage to the Premises sustained during the period of occupancy.

Except for damage or injury proximately caused by the Lessor's or the City's sole negligence, neither the Lessor nor the City shall be responsible for any damage or injury that may occur to the Lessee or to the Lessee's agents, employees, guests, clients, customers, patrons,

invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Lessee hereby expressly releases the Lessor and the City from such loss, damage or injury and agrees to defend, indemnify and hold the Lessor and the City harmless therefrom.

ARTICLE 6. INSURANCE

6.1 Lessee to Obtain Insurance. Prior to its use and occupancy of the Premises, the Lessee shall procure and maintain insurance of the types and in the amounts stated on EXHIBIT 1, attached hereto and incorporated herein by reference.

Other Insurance Requirements. The Lessee will, at least thirty (30) days prior to occupancy of the Premises, furnish the Lessor with original certificates of insurance. The insurance shall be issued by a company licensed to do business in the State of Tennessee and approved in writing by the Lessor. The Lessor shall be given thirty (30) days advance notice of any cancellation of the insurance coverage.

ARTICLE 7. NON-DISCRIMINATION AND ETHICAL STANDARDS

The Lessee: (i) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) will include these provisions in every subcontract or sublease let by or for it.

Further, the Lessee hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the ethical standards prescribed by the Knoxville City Code.

ARTICLE 8. GENERAL PROVISIONS

8.1 Fire and Other Casualty. In the event the Premises or any part thereof is destroyed or damaged by fire or other casualty, or if any other casualty or unforeseen circumstance (other than inclement weather) renders the fulfillment of this Agreement by the Lessor impossible, then this Agreement shall terminate, and if the Lessee has not taken possession of the Premises, the lessor shall refund its rental payments to the Lessee. However, if the Lessee has taken possession of the Premises, the Lessee shall pay rental for the Premises only up to the time of such termination, at the rate herein specified. The Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

8.2 ADA Requirements. The Lessee will comply with any and all requirements of the Americans with Disabilities Act, including but not limited to, the removal of all structural barriers, the accessibility of its event, programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Lessor will not be responsible for any costs or expenses related to the Lessee's compliance with ADA. The Lessee will defend, indemnify and hold the Lessor and the City harmless from and against any and all claims, suits or causes of action and expenses (including attorney's fees) which arise out of this Agreement or the Lessee's use of the Premises, or an act or omission by the Lessee, its agents,

employees, guests, clients, customers, patrons or invitees that violates or is alleged to violate the ADA.

8.3 Written Amendments. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.4 Federal, State, and Local Requirements. The Lessee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

8.5 Assignment and Subletting. The Lessee shall not assign, transfer, or encumber this Agreement without the prior written approval of the Lessor, and shall not sublet or allow any other tenant to come in, with, or under the Lessee without like written approval.

8.6 Continued Liability. Any assignment or subletting, notwithstanding the consent of the Lessor, will not in any manner release the Lessee herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto. The acceptance of any rental payments by the Lessor from any alleged assignee will not constitute approval of the assignment of this Agreement by the Lessor.

8.7 Termination. If any default is made as to any of the covenants contained in this Agreement, this lease and the relationship of the Lessor and the Lessee, at the option of the Lessor, shall terminate and cease. In such a circumstance, the Lessor may re-enter the Premises, remove all persons and fixtures there from and resort to any legal proceedings to obtain possession. Notwithstanding such a termination, the Lessee shall pay the full amount of the rental as herein agreed to be paid.

8.8 Miscellaneous. This Agreement will inure to the benefit of and will be binding upon the Lessor, the Lessee and their respective heirs, executors, administrators, successors and assigns, subject to all the terms, conditions, and contingencies set forth. This Agreement is governed by the laws of the State of Tennessee. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

8.9 Entire Agreement. This Agreement, the exhibits hereto and the documents incorporated herein by reference from the entire agreement between the Lessor and the Lessee. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the World's Fair Park Event Coordinator.

8.10 Date of Execution of Agreement. This Agreement must be signed and returned sixty (60) days prior to the event date.

8.11 World's Fair Park Event Guide. The World's Fair Park Event Guide, current as of the date hereof, is incorporated herein by reference, and all terms and conditions stated therein shall apply to this Agreement, and the Lessee shall be bound by the obligations stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPROVED AS TO FORM:

By Herbert H. Slatery
PBA General Counsel
CITY OF KNOXVILLE, TENNESSEE

THE PUBLIC BUILDING AUTHORITY OF
THE COUNTY OF KNOX AND THE

By: _____

Dale E. Smith
Administrator/CEO

WITNESSED BY:

Lessee (signature): _____

Lessee (printed name): _____

Printed Name:

Title: _____

Lessee Organization: _____

EXHIBIT 1
Public Building Authority EFT Authorization

By selecting this option, the Public Building Authority (PBA) will automatically deposit any refund due to you into the account that you provide.

By filling out this form, I hereby authorize the PBA to initiate credit entries to the account at the financial institution specified below.

This authorization is to remain in full force and effect until the PBA has received an amended authorization form with the appropriate box checked below.

NOTE: The following account information should be for ACH transactions NOT Wire Transfers.

LEASEE TO COMPLETE THIS SECTION:

NEW: _____ CHANGE: _____

Company Name _____

Contact Person _____

Company Address _____

Company Phone Number _____ Fax Number _____

Financial Institution City State

Transit/Routing Number (9 digits) Account Number
(See attached check sample for help locating your routing number and account number)

Please specify type of account: Checking _____ Savings _____

Authorizing Signature _____ Date _____

EFT notification will be faxed to the number listed above. If you have additional or different notification instructions, please provide those below:

To Return: Fax the form to: **(865) 215-4637** Attn: Muffet Schuler or Robyn Smith
OR

Mail the form to: Public Building Authority
Attn: Accounts Payable
912 S. Gay St., Suite 710
Knoxville, TN 37902

ABA, Transit or Routing Number

How do I find the ABA, Transit or Routing Number?

ABA (American Banker's Association), Transit or Routing Numbers are used to identify financial institutions when making transactions.

Checking Accounts

Only your business checks can be used to locate this number for your checking account. As the sample below shows, this information is at the bottom of your business check.

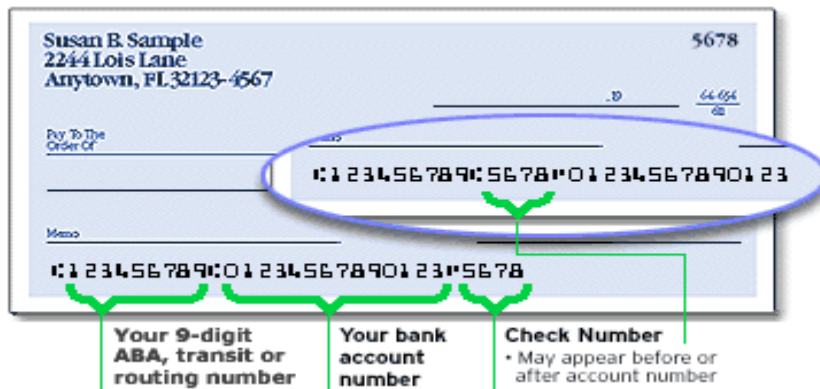


EXHIBIT 2

Insurance

Level 1

- Small events hosted by individuals or non-profit organizations.
- Attendance anticipated at 1,000 or less.

Requirements: Release in lieu of insurance.
(see attachment A)

Level 2

- Attendance anticipated to be between 1,000-3,000 (3,000 or less for other than individuals and non-profit organizations).

Requirements: Commercial General Liability with a combined single limit of \$500,000 per occurrence, \$1,000,000 for general aggregate. The PBA and the City of Knoxville must be named as additional insured.

Automobile Liability in the amount of \$100,000 for each accident. The PBA and the City of Knoxville must be named as additional insured.

Workers' Compensation and Employer's Liability coverage meeting statutory limits mandated by State and Federal law.

All coverages should be placed with an insurance carrier that is A.M. Best Rating of A VII or better.

Level 3

- Attendance anticipated to be 3,000 or more.

Requirements: Commercial General Liability with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 for general aggregate, \$1,000,000 for personal and advertising injury, and \$1,000,000 products-completed operations aggregate. The PBA and the City of Knoxville must be named as additional insured.

EXHIBIT 2

Level 3 (Continued)

- Workers' Compensation and Employer's Liability coverage meeting statutory limits mandated by State and Federal law.
- Automobile Liability with a limit of \$1,000,000 for each accident. The PBA and the City of Knoxville must be named as additional insured.

- All coverages should be placed with an insurance carrier that is A.M. Best Rating of A VII or better.

Sale of Alcohol

Without exception to anticipated attendance or event purpose, liquor liability in the same amount as the commercial general liability coverage is required for sale of alcohol. If commercial general liability is not required, liquor liability in the amount of \$500,000 for each accident is required.

Host liquor activity is not permitted.

END OF EXHIBIT 2

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT ("Agreement") is made and entered into the ____ day of _____, 20__, by and between **THE PUBLIC BUILDING AUTHORITY OF THE COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**, a public nonprofit corporation organized as a public building authority under Tennessee Code Annotated §§ 12-10-101, et seq. ("Lessor"); and (Fill in name of organization and name/title of signator) _____ ("Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease from Lessor a portion of the property known as the World's Fair Park (the "Park") for an event involving fewer than 1,000 participants to be held on or about _____, 20__ (the "Event"); and

WHEREAS, as a condition precedent to Lessee's use of the Park for the Event, Lessor requires that Lessee agree to the terms of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Release. Lessee hereby releases and discharges Lessor, its successors, assigns, directors, officers, agents, and employees from any liabilities, obligations, claims, actions, causes of action, costs and demands of any kind, including but not limited to damage or loss to property, personal injury or death, or any claim for breach of an express or implied warranty, that have or may accrue to Lessee, whether known or unknown, against Lessor, its successors, assigns, directors, officers, agents or employees, arising out of, based on or in any way connected with the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party.

2. **Indemnity**. Lessee agrees to defend, hold harmless and indemnify Lessor, and its successors, assigns, directors, officers, agents, and employees, against any and all actions, proceedings, claims, costs and demands of any kind arising from the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party, any claim for damage or loss to property, injuries or death, and any claim for breach of an express or implied warranty; and against all costs, damages, or expenses paid or incurred by Lessor as a consequence of any such actions, proceedings, claims or demands, including reasonable attorney fees. Lessee agrees to reimburse Lessor for all sums of money, which Lessor pays or becomes liable to pay by reason of any of the foregoing, and will make such payments to Lessor immediately upon demand.

3. **Entire Agreement, Interpretation, Waiver, and Modification**. This Agreement constitutes the entire agreement between the parties relating to Lessee's agreement to release and indemnify Lessor. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by the parties or their duly authorized agents acknowledging that the same is in fact a modification of this Agreement.

4. **Applicable Law**. This Agreement shall be governed by the laws of the State of Tennessee without the need to resort to its law of conflicts.

5. **Consent to Jurisdiction and Venue**. Any legal or equitable action for claims, debts, or obligations arising out of, or to enforce the terms of, this Agreement must be brought in the applicable Tennessee state court located in Knox County, Tennessee, or in the United States District Court located in Knoxville, Tennessee.

6. **Enforceability of Agreement**. If any provision of this Agreement, or portions thereof, are found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

7. **Attorney's Fees and Costs**. If a party hereto resorts to litigation to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recovery of all costs related thereto including without limitation reasonable attorney's fees.

8. **Notice**. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or when sent by registered or certified mail, return receipt requested, to any party hereto at the address set forth below or at such other address as any party shall subsequently designate in writing:

If to Lessor:

The Public Building Authority for the
County of Knox and the City of Knoxville,
Tennessee
400 Main Street, Suite M-22
Knoxville, Tennessee 37902
Attn: Dale Smith

with a copy to:

Herbert H. Slatery III
Egerton, McAfee Armistead & Davis, P.C.

1400 Riverview Tower
900 S. Gay Street
Knoxville, Tennessee 37902

If to Lessee: _____

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

LESSOR:

**THE PUBLIC BUILDING AUTHORITY OF THE
COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**

By: _____
Title: _____

LESSEE:

By: _____ (signature)

Printed Name: _____

Title: _____

Organization: _____

Attachment A