

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this _____ day of _____, 2024 (the "Effective Date"), by and between WASTE MANAGEMENT, INC. OF TENNESSEE, a Tennessee corporation (the "Landlord"), and the WHITE COUNTY DEPARTMENT OF ANIMAL CONTROL & ADOPTION (the "Tenant"). Landlord and Tenant are collectively referred to herein as the "Parties" and each as a "Party."

WITNESSETH:

1. LEASED PROPERTY AND TERM

SECTION 1.1. Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant, does demise and lease to the Tenant a portion of that certain real property and the improvements thereon located at Gum Springs Mountain Road, in White County, Tennessee, owned by Landlord, being a portion of parcel identification number 065 034.00, including the building located thereon, as depicted on Exhibit A attached hereto (collectively, the "Leased Property").

SECTION 1.2. This Lease shall be for a term commencing on the Effective Date and ending on the day prior to the fifth (5th) anniversary of the Effective Date (the "Term").

2. BASE RENT

SECTION 2.1. Tenant hereby covenants and agrees to pay Landlord base rent in the amount of ONE DOLLAR and NO CENTS (\$1.00) ("Base Rent"). The additional consideration for this Lease is Tenant's timely performance of the obligations and payments required by Tenant under this Lease.

SECTION 2.2. Landlord and Tenant acknowledge and agree that this Lease is intended to operate, function, and be interpreted as a triple net lease. Accordingly, except as expressly provided in this Lease, (i) Tenant shall be responsible for all costs and expenses associated with the Leased Property and the business carried on therein, and (ii) Landlord shall have no responsibility for making any expenditure or for incurring any obligation, cost, expense, or liability of any kind whatsoever in connection with this Lease or the ownership, alteration, maintenance, operation, repair, or replacement of the Leased Property, and (iii) Any amount or obligation herein relating to the Leased Property which is not expressly declared to be that of the Landlord shall be deemed to be an obligation of the Tenant to be performed by the Tenant at the Tenant's expense.

3. TAXES, ASSESSMENTS AND UTILITIES

SECTION 3.1. Landlord shall be responsible for all real property taxes applicable to the Leased Property.

SECTION 3.2. Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection and other utilities and services used on the Leased Property, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Leased Property. To the extent any utilities are not currently separately metered, Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. If not separately metered to Tenant, Tenant shall reimburse Landlord for such charges within ten (10) days of Landlord's delivery of an invoice to Tenant. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of Rent (as defined below). Landlord makes no representations

or warranties that the utilities currently available to the Leased Property are sufficient for Tenant's use and proposed business operations. If such utilities are not sufficient, any expense that Tenant incurs in establishing, upgrading or enhancing utility service to the Leased Property shall be solely for the account of the Tenant. In the event the utilities are separately metered, Landlord and Tenant shall place in Tenant's name all separately metered utilities and Tenant shall timely pay all utility charges used on the Leased Property by Tenant during the Term of this Lease. Tenant shall provide proof of payment of such utility charges upon Landlord's reasonable request.

SECTION 3.3. All of the items to be paid by Tenant under Articles 2, 3 or any other amount due and payable by the Tenant under the Lease may be referred to thereafter as "Additional Rent". Base Rent and Additional Rent may be referred to hereafter collectively as the "Rent". Tenant covenants and agrees that Base Rent and Additional Rent shall be paid without abatement, set-off, or deduction. If Tenant shall fail or refuse to make any of the payments required herein or defaults on any of its conditions or obligations under this Lease and, pursuant to Section 11, then Landlord may, but shall not be required to, pay the same and the amount of money so paid, including but not limited to all expenses, fees, costs and reasonable attorney's fees which have been incurred because of or in connection with such payments. The payment thereof shall bear interest at the lesser of 5% per annum or the maximum allowed by law until paid in full and may be collected or enforced by the Landlord as "Additional Rent," due upon the day when the Landlord demands payment thereof or reimbursement therefor of and from the Tenant. The election of Landlord hereunder to pay any such obligation of Tenant shall not waive the default committed by Tenant and Tenant waives and releases Landlord from any obligation to correct in mitigation of actual or potential damages.

4. USE AND CARE OF LEASED PROPERTY: ALTERATIONS BY TENANT

SECTION 4.1. Tenant and all persons claiming by, through or under Tenant shall use and occupy the Leased Property for an animal control center and shelter only (the "Permitted Use") and in full compliance with all applicable federal, state and local laws, ordinances and regulations (the "Laws") and in full compliance with all permits applicable to the Property (the "Permits"). Tenant shall be responsible for obtaining all permits required by applicable Laws for Tenant's Permitted Use of the Leased Property. The Leased Property shall not be used for any other purposes without the prior written consent of the Landlord, which consent may be withheld in its sole discretion. Specifically, the following uses or activities are expressly prohibited ("Restrictions"): (i) emitting any objectionable or unpleasant odor, smoke, dust, gas, noise or vibration to emanate from the Leased Property; (ii) taking any action that would constitute a nuisance; (iii) committing waste or damage to the Leased Property; (iv) no storage of materials and/or accumulating of any material or substance, except for materials customarily used in the Permitted Use (v) using or occupying the Landlord's property, other than the Leased Property; (vi) leaving the Leased Property unsecure; (vii) installing or excavating any earth materials (including, but not limited to, gravel, rock or soil); and (viii) conducting any excavating, drilling, invasive testing, including geotechnical, soil, air or groundwater sampling, or any earthmoving or groundwork.

SECTION 4.2. Commencing on the Effective Date, Tenant shall make all repairs, replacements and maintenance to the Leased Property, ordinary and/or extraordinary, which are necessary or desirable to keep the Leased Property in good order and repair, in a safe and tenantable condition, and in compliance with all applicable Laws and the Permits, including without limitation, the roof, foundation and structural portions of the Leased Property, the interior and exterior walls, parking areas, driveways and storage areas, all utilities, plumbing, entries, doors, ceilings, windows, heating, ventilation and air conditioning systems and other building mechanical systems, landscaping, snow removal and litter pick up. Tenant shall be responsible for keeping the Leased Property free of graffiti. In the event Tenant fails to maintain, repair and/or replace as required under this Lease, and such failure (i) obstructs or interferes with Landlord's operations and/or any future expansion plans, applications, or permit amendments at the White County Landfill, located at 6010 Gum Springs Mountain Road, Sparta, Tennessee (the "Landfill"); or (ii) results in a violation of Law or Permits, then Landlord may (but

shall not be required to), in addition to any other right or remedy allowed under any Laws or other provisions of this Lease, perform the work or cause the work to be performed and submit a bill for the costs of repairs and labor expenses incurred in connection with such maintenance, repair and/or replacement and Tenant shall promptly reimburse Landlord. If Tenant shall fail or refuse reimburse Landlord as required herein, the payment thereof together with interest at the rate of 5% may be collected or enforced by the Landlord as "Additional Rent", due upon the day when the Landlord demands payment thereof or reimbursement therefor of and from the Tenant. The election of Landlord hereunder to pay or perform any such obligation of Tenant shall not waive the default committed by Tenant.

SECTION 4.3. TENANT ACCEPTS THE LEASED PROPERTY IN "AS-IS" "WHERE-IS" "WITH ALL FAULTS" CONDITION WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY LANDLORD OR ANY AGENT OR REPRESENTATIVE OF LANDLORD WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE LEASED PROPERTY, THE LEASED PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR WITH RESPECT TO THE EXISTENCE OR ABSENCE OF TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES IN, ON, UNDER OR AFFECTING THE LEASED PROPERTY. LANDLORD HAS NOT MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE FITNESS FOR PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE LEASED PROPERTY OR ANY PORTION THEREOF. LANDLORD IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LEASED PROPERTY MADE OR FURNISHED BY ANY REAL ESTATE BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT LANDLORD.

SECTION 4.4. Intentionally Deleted.

SECTION 4.5. Tenant shall not make any alterations, changes and/or improvements ("Alterations") to the Leased Property that would (i) obstruct or interfere with Landlord's operations and/or future expansion plans, applications, or permit amendments at the Landfill; (ii) result in a material increase in operating costs at the Landfill; or (iii) result in a violation of Law or Permits, without Landlord's prior written consent, which shall not be unreasonably withheld.

SECTION 4.6. Tenant shall have the right to install in the Leased Property all trade fixtures and equipment which Tenant may deem necessary for the Permitted Use; provided, however, the installation of any storage tanks (above or below ground) or other fixtures or equipment which are attached to the building foundation or attached to the land shall require Landlord's prior written consent prior to installation. Landlord and Tenant agree that any and all Alterations, except movable furniture, furnishings, decorations, trade fixtures, equipment and other personal property of Tenant, made to the Leased Property by Tenant shall become the property of Landlord upon termination of the Lease. Unless otherwise agreed to in writing by the Parties at the time of the expiration or earlier termination of this Lease, Tenant shall remove from the Leased Property all movable furniture, furnishings, decorations, trade fixtures, equipment and other personal property owned or leased by Tenant and shall repair any damage to the Leased Property occasioned by such removal. Unless otherwise agreed to in writing by the Parties at the time of the expiration or earlier termination of this Lease, any of Tenant's movable furniture, furnishings, decorations, trade fixtures, equipment and other personal property not timely removed by Tenant may be removed by Landlord. All costs incurred by Landlord in removing such items shall be paid for by Tenant. The terms of this Section 4.6 shall survive expiration or earlier termination of this Lease.

SECTION 4.7. During the Term of this Lease, Tenant shall keep, afford and allow access to Landlord to the Leased Property at reasonable times upon at least 48 hours prior notice to Tenant by Landlord, except in emergencies.

SECTION 4.8. Tenant shall, upon the expiration or earlier termination of this Lease, peaceably surrender the Leased Property in a broom clean condition and otherwise in as good condition as of the Effective Date or, if applicable, the date of last repair, except for reasonable wear and tear.

SECTION 4.9. Upon Tenant's paying the Rent and performing and observing the covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, Tenant shall and may peaceably hold and enjoy the Leased Property during the Term subject to all easement, rights of way, restrictions and covenants of record and the terms and conditions of this Lease.

5. CASUALTY

SECTION 5.1. If the Leased Property is damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord, and Tenant, in Tenant's sole discretion, shall repair, restore, and rebuild the Leased Property to a condition equivalent to that existing prior to such casualty. In the event of damage to or destruction of the whole or any part of the improvements comprising the Leased Property by fire or any other casualty during the Term, either Landlord or Tenant may terminate this Lease upon giving written notice of such termination to the other Party no later than thirty (30) days after the date of such fire or casualty. If neither Landlord nor Tenant exercises its right to terminate this Lease pursuant to this Section, Tenant shall restore the Leased Property within one hundred twenty (120) days from the date of the casualty. In the event of a fire or any other casualty which does not result in a termination of this Lease as provided for herein, Tenant shall repair and replace its own furniture, furnishings, fixtures and equipment.

SECTION 5.2. Unless this Lease terminates pursuant to Section 5 hereof, Tenant shall submit plans and specifications, names of proposed contractors, financial and other pertinent information about any contractors, certificates of insurance to be maintained by Tenant's contractors, hours of construction, proposed construction methods, and details about the quality of the proposed work for review and approval by Landlord, not to be unreasonably withheld. All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a first-class manner, and in compliance with all applicable Laws and the requirements of Section 4.5. Tenant shall promptly provide to Landlord all notices related to such work.

SECTION 5.3. If Landlord or Tenant terminates this Lease pursuant to Section 5 hereof or in the event of any other termination of the Lease prior to payment of any claim for damage, then Tenant shall pay to Landlord the amount of Tenant's deductible and shall immediately thereafter irrevocably assign to Landlord any insurance payment to which Tenant may become entitled; provided, however, that Tenant shall not be obligated to assign any insurance payment or proceeds paid to Tenant on account of any loss suffered by Tenant for its movable furniture, furnishings, decorations, trade fixtures, equipment and other personal property of Tenant resulting from such fire, flood or other casualty. Tenant may not unilaterally negotiate, prosecute or adjust any such claims, without obtaining Landlord's prior consent thereto. As for any claims that might remain open as of the termination date of this Lease, Tenant will continue to work with its insurer to bring the claim to resolution and upon Tenant's receipt of any insurance proceeds, Tenant will promptly forward the proceeds to Landlord.

6. INSURANCE

SECTION 6.1. During the Term of this Lease, Tenant, at its cost and expense, shall carry and maintain the following types of insurance with respect to the Leased Property with insurance companies acceptable to Landlord having an AM Best Rating of A- IX or better:

(i) Broad form Commercial General Liability insurance policy with a minimum policy limit of \$2,000,000 per occurrence, \$2,000,000 in the aggregate;

(ii) Casualty insurance (on an occurrence basis) against all risks of direct physical loss ("Causes of Loss – Special Form"), including loss by fire, lightning, flooding (if the Leased Property is in a flood zone), earthquakes (if the Leased Property is in an earthquake zone), and other risks which at the time are included under "extended coverage" endorsements, in amounts sufficient to prevent Landlord and Tenant from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the actual replacement value of the Leased Property, without any exclusions other than standard printed exclusions and without exclusion for terrorism and with deductibles of not more than \$50,000 per occurrence;

(iii) Automobile Liability insurance for each automobile owned, non-owned, borrowed, hired or leased by Tenant, with a \$1,000,000 per occurrence policy limit; and

(iv) Workers' Compensation/Employer's Liability with statutory coverage with a \$1,000,000/accident, \$1,000,000/Disease-Policy, \$1,000,000/Disease-per employee.

SECTION 6.2. The General Liability insurance policy and the Casualty Liability policy shall include the Insurance Services Office Form CG 2011 "Additional Insured-Manager or Lessors of Premises" endorsement, naming Landlord and its parents, affiliates and subsidiaries as Additional Insured. The General Liability, Casualty and Automobile Liability policies required in this Section shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the Landlord has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Tenant." Each of the policies required in Section 6.1 shall include the following endorsement: "No coverage may be cancelled, terminated or reduced by this insurance company without first giving at least thirty (30) days' prior written notice to the Landlord."

SECTION 6.3. Tenant shall provide Landlord with certificates of insurance evidencing the existence of the coverage described above prior to the Effective Date and within three (3) business days after request by Landlord. Tenant shall not be released from any liability whatsoever if Tenant fails to maintain the coverage described above. Tenant shall not be entitled to possession of the Leased Property for any period during which Tenant is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a default. A failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

SECTION 6.4. In the event Tenant fails to obtain, pay for and maintain any insurance required herein, Landlord may, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by Landlord shall be deemed "Additional Rent" hereunder, and shall be paid by Tenant to Landlord upon demand. In addition, Landlord may recover from Tenant, and Tenant agrees to pay as Additional Rent to Landlord, any and all reasonable and documented out-of-pocket expenses (including attorneys' fees) and damages which Landlord actually sustained by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the

amount of premiums thereon.

SECTION 6.5 Tenant shall require its contractors and subcontractors' performing work on the Leased Property to acquire builders risk insurance in accordance with industry standards and maintain other insurance coverages as required by law during any period of time such contractor is performing work on the Leased Property.

7. LIENS AGAINST THE LEASED PROPERTY AND THIRD PARTY LEGAL ACTION AGAINST THE LANDLORD.

SECTION 7.1. If Landlord becomes involved in a third party legal action as a result of the action or inaction of Tenant and is found to not be liable or if liability of Landlord is due to the default of Tenant's obligations under this Lease, then Tenant shall reimburse Landlord for all costs and expenses (including without limitation reasonable attorney's fees, fines, penalties, costs of settlement and judgments) associated with such third party legal action within thirty (30) days of the final adjudication of such third party legal action and Landlord's written demand. The obligation to reimburse Landlord contained in this Section shall survive the expiration or earlier termination of this Lease.

SECTION 7.2. Tenant shall keep the Leased Property free and clear of any liens and encumbrances. Should any such lien be filed, Tenant shall promptly bond or otherwise discharge the same within ten (10) days after the notice of filing thereof.

SECTION 7.3. If Tenant shall fail to cause such lien to be discharged of record within such period, Landlord may, after providing Tenant with ten (10) days' notice of its intent to do so, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon demand, reimburse Landlord for all reasonable and documented amounts paid and costs incurred, including reasonable and documented out-of-pocket attorneys' fees, in having such lien discharged of record. The obligation to reimburse Landlord contained in this Section shall survive the expiration or earlier termination of this Lease.

8. ENVIRONMENTAL

SECTION 8.1. Definitions:

- (a) The term "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable federal, state and local environmental laws, ordinances, rules, requirements, and regulations, as any of the foregoing may have been or may be from time to time amended, and any and all other federal, state or local laws, ordinances, rules, requirements, and regulations, now or hereafter existing, relating to (i) the protection of the environment or the preservation or regulation of the public health from exposure to toxic or hazardous substances in the environment, (ii) the regulation or control of toxic or hazardous substances or materials, or (iii) any wrongful death, personal injury or property damage that is caused by or related to the presence, growth, proliferation, reproduction, dispersal, or contact with molds, fungi, bacteria or other microorganisms or any etiologic agents or materials.

- (b) The term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, corrosive or radioactive and that is regulated by any local government, the state in which the Leased Property is located or the United States government. "Hazardous Substance" includes any and all materials or substances that are now or hereafter defined as "hazardous waste," "extremely hazardous waste," "toxic substance," or a "hazardous substance" pursuant to state, federal, or local governmental law, including without limitation Environmental Laws. "Hazardous Substance" includes but is not restricted to friable asbestos, polychlorinated biphenyls ("PCB's"), and petroleum products.

SECTION 8.2. Tenant shall:

- (a) Not cause or permit any Hazardous Substance to be placed, held, located, or transported of on, under, at or from the Leased Property;
- (b) Conduct its activities in accordance with Environmental Laws;
- (c) Provide Landlord with written notice (and a copy as may be applicable) promptly after Tenant's obtaining knowledge or notice of any of the following: (A) any release, discharge and/or contamination at the Leased Property; (B) any report, citation, claim, notice or other communication from any federal, state or local governmental or quasi-governmental authority regarding Hazardous Substances and the Leased Property; or (C) any lawsuit or other legal action instituted against the Tenant for any cost or expense incurred by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any Hazardous Substance at the Leased Property, or of the filing or recording of any lien on the Leased Property or any portion of it; and
- (d) To the extent permitted by law, indemnify, protect and save harmless Landlord and each and every shareholder, officer, director, member, partner, employee, manager, affiliate, subsidiary, and agent of Landlord, and the respective heirs, personal representatives, successors, and assigns, against and from all liabilities, obligations, damages, judgments, penalties, claims, losses, costs and expenses of every nature, including, without limitation, documented out-of-pocket costs and expenses of remedial actions and attorneys' fees, which may be imposed on or incurred by or asserted against them or any of them relating to Tenant's and any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees use, handling, storage, transportation or disposal of Hazardous Substances ("Environmental Damages"). The indemnity contained in this Section shall survive the expiration or earlier termination of this Lease.

9. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublease the Leased Property or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Leased Property (each a "Transfer"), without the prior written consent of Landlord, which may be withheld in its sole discretion. Notwithstanding any assignment or sublease, Tenant will remain primarily liable for the performance of all of its obligations under this Lease. Landlord shall be free to transfer its fee interest in the Leased Property or any part or interest of the Leased Property.

10. NOTICES OR DEMANDS

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested, or (b) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the Party to be notified as following:

If to Landlord: WASTE MANAGEMENT, INC. OF TENNESSEE
720 East Butterfield Road, 4th Floor
Lombard, Illinois 60148
Attention: Director of Real Estate

If to Tenant: WHITE COUNTY DEPARTMENT OF ANIMAL CONTROL & ADOPTION
1 East Bockman Way, Room 204
Sparta, TN 38583
Attention: Director of Finance

or to such other address(es) or addressee(s) as any Party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection, refusal to accept, or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

11. DEFAULT AND REMEDIES UPON DEFAULT

SECTION 11.1. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

- (a) If Tenant defaults in the payment of the Rent or any part thereof when due as herein provided, and such default shall continue for ten (10) days after Landlord's notice thereof in writing to Tenant, or
- (b) If Tenant defaults in any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Tenant, and such default shall continue for thirty (30) days after Landlord's notice thereof in writing to the Tenant (or if the default is of such a nature that it cannot be cured within such time, Tenant does not commence within thirty (30) calendar days and proceed with due diligence to cure such default), or
- (c) If Tenant shall abandon the Leased Property.

SECTION 11.2. If a default occurs pursuant to Section 11.1 and is not cured within the time permitted therein, if any, Landlord shall have the following rights and remedies, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Laws or other provisions of this Lease:

- (a) Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired Term hereof shall cease and expire and become absolutely void on the date specified in such notice, without any right on the part of the Tenant to save the forfeiture by payment of any sum

due or by the performance of any term or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the Term hereof, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein granted for expiration of the Term. Thereupon, Tenant shall immediately quit and surrender to Landlord the Leased Property, and Landlord may enter into and repossess the Leased Property by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and all personal property and fixtures of Tenant without being liable to indictment, prosecution or damages therefor. Tenant shall remain responsible for all reasonable and documented out of pocket costs incurred by Landlord in regaining possession of the Leased Property, including reasonable attorneys' fees, removing Tenant's equipment, trade fixtures and personal property and otherwise performing such repairs as were required under this Lease and no such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Leased Property shall be relet. Tenant shall be responsible for all losses, damages and out-of-pocket costs expended by Landlord in connection with such default including without limitation attorneys' fees and costs incurred in the re-entry, repossession and removal of occupants, personal property and fixtures of Tenant;

- (b) Landlord shall have the right to injunction, in the event of a breach or threatened breach by Tenant of any of the terms and conditions hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided or demand specific performance. Tenant shall be responsible for all losses, damages and out-of-pocket costs expended by Landlord in connection with such default including without limitation attorneys' fees and costs incurred in the re-entry, repossession and removal of occupants, personal property and fixtures of Tenant;
- (c) Landlord may, but shall not be required to, perform or cause the Leased Property to be put in the condition and state of repair as required under this Lease, and in such case, Tenant shall pay the cost thereof, including reasonable attorneys' fees and expenses. The election of Landlord hereunder to perform any such obligation of Tenant shall not waive the default committed by Tenant; and/or
- (d) Landlord may, but shall not be required to, pay the amount of money to be paid, including reasonable attorney's fees and expenses which have been incurred because of or in connection with such payments, together with interest on any such amounts at the rate set forth in Section 3.3, shall be paid by Tenant to the Landlord, upon the demand of Landlord. The payment thereof may be collected or enforced by the Landlord as Additional Rent and in the same manner as though such amount were an installment of Rent, due upon the day when the Landlord demands payment thereof or reimbursement therefor of and from the Tenant. The election of Landlord hereunder to pay any such obligation of Tenant shall not waive the default committed by Tenant.

SECTION 11.3. EXCEPT AS PERMITTED IN SECTION 7.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS LEASE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. SURRENDER OF POSSESSION / HOLDOVER

If Tenant shall hold over beyond the expiration of the Term, Landlord shall treat such holdover tenancy as a tenancy "at will" or "sufferance" (and not a month-to-month tenancy), and Tenant shall pay, in addition to all amounts due pursuant to this Lease, rent for such holding over in an amount equal to one hundred fifty percent (150%) of the then fair market rent as determined by Landlord in its sole discretion. In addition to the payment of the amounts provided above, Tenant shall be liable to Landlord for all damages including, but not limited to, consequential damages that Landlord suffers as a result of such holdover.

13. BROKER'S COMMISSION

Landlord and Tenant warrant, each to the other, that there are no brokers involved in this Lease. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this Lease, the Party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other Party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon.

14. CONDEMNATION

SECTION 14.1. If the use, occupancy or title of the entire Leased Property shall be taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (the "Condemnation"), then and in that event the Term of this Lease shall terminate upon Condemnation and any award, compensation or damages shall be retained by Landlord.

SECTION 14.2. In the event that a material portion (but less than all) of the Leased Property or any interest therein, including but not limited to the right of free access to the Leased Property, shall be so taken, requisitioned or sold as to render the remaining portion of the Leased Property, in the reasonable opinion of Tenant, unsuitable for the Permitted Use, then Tenant may, at its option, terminate this Lease and the Term hereof and any award shall be paid in the same manner and upon the same conditions as set forth in Section 14.1. Such option shall be exercised by Tenant by written notice to Landlord not less than thirty (30) days prior to the date on which possession of such portion of the Leased Property shall be taken.

15. MISCELLANEOUS

SECTION 15.1. The captions of this Lease are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

SECTION 15.2. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Likewise, the acceptance of partial Rent or other payments by Tenant to Landlord is not acceptance by Landlord or a waiver of the full amount(s) due.

SECTION 15.3. This Lease shall be construed and enforced in accordance with the laws of the state

of Tennessee.

SECTION 15.4. This Lease is contingent upon the closing of the transaction contemplated in the Agreement of Purchase and Sale between Landlord and Tenant dated _____ (the "PSA"). If the closing contemplated in the PSA is not completed, then this Lease shall be null and void.

SECTION 15.5. The failure of any Party hereto to enforce any term, covenant, condition, or agreement hereof shall not be deemed to avoid or affect the right of such Party to enforce the same term, covenant, condition or agreement on the occasion of the subsequent default or breach.

SECTION 15.6. All signatories to this Lease represent and warrant that he/she is authorized to enter this Lease on behalf of their respective Parties.

SECTION 15.7. This Lease contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

SECTION 15.8. This Lease may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties. Delivery of an executed counterpart's signature page of this Lease, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Lease.

SECTION 15.9. No provision of this Lease shall be construed more strictly against one Party than the other by reason that one or other Party proposed, drafted or modified such provision.

SECTION 15.10. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANTS USE OR OCCUPANCY OF THE LEASED PROPERTY AND/OR ANY CLAIM OF INJURY OR DAMAGE. The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by Landlord and Tenant.

[Signature Page Follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have caused these presents to be executed as of the day and year first hereinabove written.

LANDLORD:

WASTE MANAGEMENT, INC. OF TENNESSEE
a Tennessee corporation

By: _____
Name: James A. Wilson
Title: Vice President

TENANT:

WHITE COUNTY DEPARTMENT OF ANIMAL
CONTROL & ADOPTION

By: _____
Name: _____
Title: _____

EXHIBIT A

DEPICTION OF THE LEASED PROPERTY
(Outlined in blue)

