

**RENTAL AGREEMENT**  
**Crossville Memorial Airport**  
**Crossville, Tennessee**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Crossville, Tennessee, as "Owner", and Whisper Aero, Inc. a Delaware Corporation, hereinafter referred to as "Renter" or "Tenant"

ARTICLE I  
DEFINITIONS

- A. Operative Terms. As used in this Agreement, unless expressly limited or expanded elsewhere herein, the following terms shall have the meanings set forth below:
- B. Term of Lease. The term of this lease shall be for twenty (20) years, commencing on the first day of April, 2024 and ending on March 31, 2044. There is hereby granted an option to extend the lease for an additional ten years, as set forth below.
- C. Permitted Use. The Renter shall be permitted to conduct research and development activities related to the development of ultra-quiet electric fans and associated technologies for aerospace, industrial and consumer applications within the leased premises. Tenant shall have the right to utilize the lease premises for testing, experimentation, prototype development, and related activities necessary for the advancement of its business objectives. Landlord acknowledges and agrees that such activities may include the use of specialized equipment, materials and processes typical of research and development endeavors. Tenant shall conduct such activities in compliance with all applicable laws, regulations and industry standards, and shall take all necessary precautions to ensure the safety and well-being of the leased premises and surrounding areas. Tenant shall indemnify and hold harmless Landlord from any claims, damages, or liabilities arising out of the or related to Tenants research and development activities conducted on the leased premised premises, including defense costs and attorneys' fees. This provision shall survive the termination or expiration of this lease agreement.
- D. Premises. That portion of the building identified as 71 Airport Way, Crossville, Tennessee.

ARTICLE II  
DELIVERY AND ACCEPTANCE OF PREMISES

- A. Acceptance "As-Is" Without Warranty: This Lease is executed by the Parties hereto after a complete and thorough investigation of the Premises and surrounding property by the Tenant. Tenant agrees that it accepts the same "as is/where is" without any representations or warranties from the Landlord as to the physical condition of the Premises whatsoever. Taking of possession by the Tenant of the Leased Premises shall be conclusively deemed to establish that any and all improvements required hereby have been completed and that the Leased Premises are in good and satisfactory condition and are in compliance with the terms of this Lease as of the

date possession was taken by the Tenant.

ARTICLE III  
RENT

A. Rent. The rent shall be in the sum of \$2,000 per month, beginning April 1, 2024. There shall be an annual increase in rent equal to the CPI or 5%, whichever is lower.

B. Late Payment Charges. In the event of any failure by Tenant to pay any Monthly Rent, Additional Rent, or any other amounts due hereunder within five (5) days of the date such amount is due, Tenant shall be liable to Landlord for an Administrative charge of the greater of \$100 or 5% of the amount due in order to reimburse Landlord.

ARTICLE IV  
SECURITY AND UTILITY DEPOSITS

A. Security Deposit. Upon the execution of this Lease by Tenant there shall be due and payable by Tenant a Security Deposit in the amount of \$\_\_\_\_\_ to be held by Landlord as security for the faithful performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in the event of default by Tenant. Upon the occurrence of any default by Tenant Landlord may, from time to time, without notice or prejudice to any other remedy, use such Security Deposit to the extent necessary to make good any arrears of Rent or any other damages, expense, or liability caused to Landlord by such default. To the extent any portion of the Security Deposit is so used Tenant shall immediately place additional funds with Landlord to replenish such Security Deposit. Any remaining balance of such Security Deposit shall be returned to Tenant upon satisfactory compliance with the terms set forth herein, and inspection and acceptance by Landlord of the vacated Leased Premises.

B. Utility Deposit. The tenant shall be responsible for all utilities associated with this property, including gas, water, internet or such other utilities as may be necessary or desired by the Tenant.

ARTICLE V  
USE AND CARE OF PREMISES

A. Limitation of Use. Tenant shall use and occupy the Premises for the Permitted Use and no other use without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Compliance with Laws and Regulations. Tenant shall comply with all laws and ordinances and all valid rules and regulations of all Federal, State, and local governmental agencies and authorities having jurisdiction over the Land and Building.

ARTICLE VI  
MAINTENANCE AND REPAIR OF PREMISES;  
ALTERATIONS; AND LANDLORD'S RIGHT OF ACCESS

A. Tenant's Maintenance and Repair. Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and perform all necessary maintenance, repairs, and replacements for the proper operation of Tenant's business within the Premises, reasonable wear and tear alone excepted, including but not limited to, maintenance, repair, and replacement to: (i) the exterior and interior portions of all doors, door hardware, windows, window assemblies, window frames, plate glass, insulated glass units, door closers, door frames, and storefronts; (ii) all plumbing and sewage facilities serving the Premises; (iii) all fixtures within the Premises; (iv) all electrical systems serving the Premises; (v) all heating, ventilation, and air conditioning systems serving the Premises; and (vi) all interior walls, floors, and ceilings. If at any time and from time to time during the Term and any extensions and/or renewals thereof, Tenant fails to make any maintenance, repair, or replacement in and to the Premises as required in this Lease, subject to the Notice and Cure periods specified in Section 15.1 (except in the event of emergencies) Landlord shall have the right, but not the obligation to enter the Premises and make such maintenance, repair, or replacement for and on behalf of the Tenant, and all sums reasonably expended by Landlord for such maintenance, repair, or replacement shall be deemed to be Additional Rent hereunder and shall be payable to Landlord upon demand. At the termination of this Lease Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty alone excepted.

B. Landlord's Maintenance and Repair. Landlord shall maintain in good order, repair, and replace as necessary the (i) roof, exterior walls and structural components of the building, (ii) all Common Areas, and (iii) any plumbing, electrical, and mechanical systems serving the building insofar as they are not the responsibility of the Tenant. If at any time, and from time to time during the Term and any extensions of this Lease, Landlord shall fail to perform any maintenance, repairs, or replacements required under the terms of this Lease which cause inconvenience to the Tenant or reduce the usefulness of the Common Areas to the Tenant, Tenant shall notify Landlord in writing of its failure to so maintain, repair, or replace and Landlord shall have thirty (30) days thereafter, except in the case of circumstances which would be judged by a prudent person to be emergencies, to effect such maintenance, repairs, or replacements, plus such additional time as is reasonably necessary in the event Landlord commences such work within thirty (30) days of receipt of Tenant's notice. In the event Landlord fails to make such maintenance, repairs, or replacements as prescribed above, Tenant shall have the right, but not the obligation, to make such maintenance, repairs, or replacements for and on behalf of Landlord and shall be entitled to recover the reasonable cost thereof from Landlord.

C. Alterations. Tenant will not make any alterations, additions or improvements in or to the Leased Premises, or add, subtract, or in any way change the mechanical, plumbing, electrical, structural or safety features or finishes of the Premises without the prior written consent of the Landlord as to the character of the alterations, subtractions, improvements or changes. Tenant agrees that any alterations, additions, improvement, subtractions, or changes made pursuant to such consent shall be made in accordance with the plans therefor consented to by Landlord, in conformance with all applicable laws, statutes, ordinances, codes, orders, rules and regulations and at Tenant's sole expense, and Tenant shall save and hold harmless Landlord

and the Leased Premises from any mechanic's and/or materialmen's lien or other claims or damages resulting therefrom.

D. Tenant Improvement. In the event Tenant provides plans for alterations to the Premises, Landlord shall review such plans for approval, and such approval shall not be unreasonably withheld, conditioned, or delayed.

E. No Liens. Tenant shall not suffer or permit any materialmen's, mechanics', artisans' or other liens (or preliminary notice thereof) to be filed or placed or exist against the Land or Building of which the Premises are a part, or Tenant's interest in the Premises, by reason of work, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien or notice should at any time be filed Tenant shall cause the same to be discharged of record or bonded off within fifteen (15) days after the date of filing the same. If Tenant shall fail to discharge or bond such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien or notice of same by a deposit in court or by posting a bond. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, and all reasonable expenses of Landlord in defending such action or in procuring the discharge of such notice or lien, shall be deemed Additional Rent hereunder and shall be repaid by Tenant to Landlord upon demand. Any breach(es) of this responsibility to discharge or bond such lien or make payment upon a demand on the part of Tenant shall result in default of this Lease and be subject to the remedies found in ARTICLE XIII.

F. Landlord's Right of Access. Landlord shall have the right, but not the duty, to enter upon the Premises upon reasonable notice for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations, or additions to adjacent property, or of showing the Premises to prospective lenders, purchasers or tenants.

ARTICLE VII  
SIGNAGE

A. Tenant's Signage. Subject to Landlord's approval as to design and placement, which consent will not be unreasonable withheld, conditioned, or delayed, and any required municipal approval, Tenant shall be entitled place one sign on the building, which must be in compliance with all of the sign codes promulgated by the City of Crossville.

ARTICLE VIII  
UTILITIES

A. Power for Premises. Tenant will be responsible for all utilities, including power, water, sewer, and internet.

B. Utility Service Interruptions. Whether the subject services are the responsibility of the Tenant or Landlord, no temporary interruption or failure of such services incidental to the making of repairs, alterations or improvements, or due to accidents, strikes, or conditions

or events not under Landlord's direct control shall be deemed to be an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

ARTICLE IX  
INDEMNITY

A. Indemnification of Landlord. The Tenant will indemnify the Landlord and hold it harmless from and against any and all claims, actions, damages, liability, suits and expense in connection with the loss of life, personal injury and damage to property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the Tenant of the Premises or any part thereof, or the conduct by Tenant of its business therein, thereon, and therefrom, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, or lessees on or from the Premises. In case the Landlord shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the Landlord in the enforcing of the covenants and agreements of this Lease.

ARTICLE X  
INSURANCE

A. Tenant Responsibilities. Tenant shall, at its sole cost and expense, procure and maintain throughout the Term of this Lease and any renewals or extensions thereof a policy or policies of general liability insurance, insuring Tenant, Landlord, and any Other persons designated by Landlord against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition of the Premises, the use or occupancy of the Premises, and any contractual liability arising hereunder. Such policy or policies shall have a minimum cumulative limit of coverage of not less than \$1,000,000. Tenant shall, at its sole cost and expense, procure and maintain during the Term of this Lease and any renewals or extensions thereof all-risk extended coverage insurance insuring Tenant's personal property and the property of others under Tenants care, custody or control. The policy or policies shall provide for payment of claims on an occurrence basis. All such policies of insurance shall be issued for periods of not less than one (1) year and shall be written by an insurance company or companies authorized to engage in the business of general liability and property & casualty insurance in the state of Tennessee. Such policies shall be noncancellable except after thirty (30) days written notice to Landlord and to designees of Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord within five (5) days following the Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy term.

ARTICLE XI  
DAMAGE BY CASUALTY

A. Immediate Notice. Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by Casualty as defined below.

B. Casualty and Repair. In the event the Premises shall be damaged by fire, flood, storm, civil commotion, or other similar cause ("Casualty") to an extent repairable within one hundred eighty (180) days from the date of such damage, Tenant shall forthwith proceed to diligently repair all damage to the Premises. This Lease shall continue in full force and effect, provided that Rent shall abate in whole if such damage equals or exceeds fifty percent (50%) of the Premises and/or such repair shall deprive Tenant of the use of or access to fifty percent (50%) or more of the Premises for the normal purposes of Tenant's business. No abatement of Rent shall occur if the damage is caused by the negligence of Tenant, its agents, employees, or invitees. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repairs, or restoration of the Premises.

C. Termination by Landlord. In the event that the Premises is destroyed or is damaged by Casualty to an extent not repairable within one hundred eighty (180) days from the date of such destruction or damage, in Landlord's reasonable judgment, this Lease shall terminate as of the date of such destruction or damage.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

A. No Assignment by Tenant. Tenant shall not, either voluntarily, or by operation of law, assign or transfer all or any portion of its interest in this Lease or in the Premises, or sublet all or any portion of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall notify Landlord in writing of any proposed assignment or sublease and Landlord shall be deemed to have consented to the specific proposal unless Landlord notifies Tenant otherwise within 30 days after receiving notice. Any assignment or sublease without Landlord's prior written consent shall be void, and, at Landlord's election, shall constitute a default of Tenant hereunder. Consent to one assignment or subletting shall not be deemed contract to any other. Notwithstanding the foregoing, Tenant may assign or sublease without Landlord's consent, but upon written notice to Landlord, to an entity which (i) controls, is controlled by, or is under common control with Tenant, (ii) merges with Tenant, (iii) acquires at least fifty-one percent of the stock of Tenant, or (iv) acquires substantially all of the assets of Tenant, and which expressly assumes in writing this Lease. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Premises. Notwithstanding anything to the contrary contained herein, in the event that Tenant assigns or sublets any or all of its interest under this Lease, Tenant shall nonetheless remain liable under the terms of this Lease unless Landlord specifically releases Tenant from liability hereunder, in writing.

## ARTICLE XIII PERSONAL PROPERTY TAXES

A. Tax on Tenant's Improvements. Tenant shall be responsible for all personal property taxes assessed on its personal property assessed by the City of Crossville or

Cumberland County, Tennessee.

ARTICLE XIV  
DEFAULTS AND REMEDIES.

A. Non-Compliance with Terms other than Rent. If, except as otherwise provided herein, Tenant fails to keep or perform any covenant or provision of this Lease (except the payment of any installment of Rent or other charge or money obligation herein required to be paid by Tenant to Landlord, as provided in subparagraph (e), below) or violates any covenant or provision of this Lease, and such failure or violation shall continue for a period of thirty (30) days after written notice by Landlord, or in case of a failure or violation which cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to cure such failure or violation promptly after the service of such notice and with all due diligence, then Landlord may in addition to any other remedies at law or in equity or elsewhere in this Lease provided, cure or prosecute the curing of such failure or violation at reasonable expense, which expense shall be deemed to be Additional Rent hereunder and shall be paid to Landlord by Tenant on demand. Tenant agrees that in the event of any failure or violation covered by this Section all rights of Landlord under this Section may be exercised by persons acting on behalf of Landlord, under authority granted by Landlord, with full right of reimbursement as provided hereunder. Tenant agrees that neither Landlord nor any person acting on Landlord's behalf shall be liable for any loss or damage suffered by Tenant resulting from the exercise of the rights granted under this Section.

B. Tenant Default Events. The happening of any one or more of the following shall be deemed to be events of default of Tenant under this Lease.

(1) The making by Tenant of an assignment for the benefit of its creditors;

(2) The levying of a writ of execution or attachment on or against the property of Tenant within the Premises and the same not being released or discharged within fifteen (15) days thereafter;

(3) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant, or for its adjudication as bankrupt or insolvent, and/or for the appointment of a receiver of the property of Tenant, and said proceedings not being dismissed, and any receiver, trustee, or liquidator appointed therein not being discharged, within fifteen (15) days after the institution of such proceedings;

(4) The doing, or permitting, of any act by Tenant which creates a lien therefore against the Land or Building of which the Premises are a part and the same not being released or otherwise provided for by indemnification satisfaction to Landlord within twenty (20) days thereafter;

(5) Failure of Tenant to pay any installment of Rent or other charge or money obligation herein required to be paid by Tenant to Landlord within ten (10) days of the date due; provided, however, that Tenant shall be entitled to one (1) written notice from Landlord per calendar year that a Rent payment is late, and in such instance, the failure of Tenant to pay such installment of Rent within ten (10) days after written notice from Landlord that such Rent payment is late shall constitute an event of default hereunder; or,

(6) Failure of Tenant to comply with any covenant or provision of this Lease (except payment of any installment of Rent or other charge or money obligation herein required to be paid by Tenant to Landlord) within thirty (30) days after written notice of such failure to comply is given by Landlord, or if it is not feasible to cure such failure within such period, to begin performance of such covenant within such period and to diligently pursue performance to completion in a reasonable time thereafter.

C. Landlord's Remedies upon Tenant Default. Upon the occurrence of any of such events of default of Tenant, and subject to applicable notice and cure periods set forth herein, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; or,
- (2) Renter in accordance with applicable rules of law to relet the Premises, as the agent of Tenant, at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefor. Upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of Rent and other charges due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

D. Recovery of Damages. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all reasonable damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorney's fees.

E. Non-Waiver of Legal Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

F. Attorney's Fees. If any effort is made by Landlord to enforce any provision within this Lease, for example but not limited to the retention of an attorney to notify Tenant of a default event or obligation, or if Landlord shall bring any action or proceeding related to this Lease against Tenant, whether to enforce the obligations of the Tenant hereto or to interpret the provisions contained herein, Landlord shall be entitled to recover, in addition to damages or other relief, all attorneys' and other fees from Tenant, including reasonable attorneys' fees, accountants' fees, expert witness fees, and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall

mean and include actions, proceedings, claims, suits, mediations, and other similar proceedings.

ARTICLE XV  
HOLDING OVER AND OPTION TERMS

A. If Tenant remains in possession of the Premises after the expiration or termination of the Term hereof, whether natural or accelerated by Tenant's default, Tenant shall be a Tenant at will, and Landlord shall have no obligation to notify Tenant of any termination of Tenant's possession. Possession shall include any failure by Tenant to comply with the repair and removal terms of this Lease Agreement. Commencing on the date following such expiration or termination, the Base Rent shall, for each month or fraction thereof that Tenant so remains in possession, be 150% of the Base Rent in effect at the expiration or termination of the Lease, subject to all other terms and provisions of this Lease. Furthermore, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including any claim made by any successor tenant founded upon Tenant's failure to surrender the Premises on a timely basis.

B. Exercise of Option. Tenant, at its option, may elect to extend the Lease Term by for a period of ten (10) years. If Tenant so elects to exercise an Option Term, receipt of written notification to Landlord must occur no less than 180 days prior to the expiration of the then current Term that the Tenant has elected to exercise the next option term. Provided there has been no default in the then current Term and the exercise of the Tenant's option is accepted by Landlord the next option Term will be effective concurrently with the expiration of the then current Term, with all terms and conditions of this Lease remaining in effect.

ARTICLE XVI  
NOTICES

A. Notice by Qualified Postage. Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be given hereunder shall be deposited in the United States Mail, postage prepaid, certified mail, or by nationally-recognized overnight delivery (e.g. FedEx, UPS, Airborne) addressed to Landlord at Landlord's Mailing Address or to Tenant at Tenant's Mailing Address as noted in Article I. Any such notice shall be deemed given when proof of delivery is provided by the United States Mail, or one (1) day after deposit with a nationally recognized overnight delivery service.

ARTICLE XVII  
ENVIRONMENTAL COMPLIANCE AND INDEMNITY

A. Tenant's Use of Hazardous Substances. Tenant covenants and agrees that (a) Tenant, its agents and employees shall not discharge, dump, or spill any Hazardous Substances (as hereinafter defined) on or about the Premises during the Term; and (b) to the extent Tenant, its agents and employees use or store any Hazardous Substances on or about the Premises or Building during the Term, Tenants, its agents and employees shall only do so or allow same in accordance with all applicable laws, rules, regulations, codes, and governmental requirements.

B. Tenant's Compliance with Laws. Tenant shall comply with all local, state and federal laws, statutes, regulations and ordinances related to environmental protection or compliance, whether currently in effect or which may come into effect in the future, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., The Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. 651 et seq., the National Environmental Policy Act, 42 U.S.C. 4321 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Tennessee Hazardous Waste Management Act of 1977, T.C.A. {68-212-101 et seq., and the Tennessee Hazardous Waste Management Act of 1983, T.C.A. 568-212-201 et seq., all as they may be amended, modified or replaced (collectively, "Applicable Environmental Law"). Tenant shall comply with Applicable Environmental Law related to the generation, handling, transportation, treatment, storage and/or disposal of solid or Hazardous Materials (as defined below).

C. Tenant Indemnification of Landlord. Tenant agrees to and shall indemnify, defend, protect and hold Landlord, its employees, officers, agents and affiliates harmless from and against any and all liabilities, losses, obligations, claims, damages (consequential or otherwise), penalties, suits, actions, judgments, costs and expenses (including attorneys' fees) of whatever nature, including, but not limited to, any claims, suits, causes of action for personal injury (including death) of persons (including agents and employees of Landlord and Tenant) or property damage (including that of Landlord or Tenant), which may be imposed on, incurred by or asserted against Landlord directly or indirectly, arising out of a breach by Tenant, its agents, employees, contractors, invitees, or licensees of the covenants of this Article..

D. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest, and legal representatives except as otherwise herein expressly provided; provided, however, that all claims, demands, or causes of action which Tenant may at any time thereafter have against Landlord because of Landlord's failure to comply with any provision hereof shall be enforceable solely against Landlord's right, title, and interest in the Premises and no other property of Landlord shall be subject to any such claim, demand, or cause of action.

E. Time is of the essence of this Lease.

F. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

G. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of

computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

H. This Agreement is controlled by the statutes and laws of Tennessee and local rules of court of Cumberland County shall be controlling, without regard to the conflicts of laws principles thereof. For any dispute arising from or concerning this Agreement, the Tenant agrees and hereby submits to the exclusive personal jurisdiction and venue of the Chancery Court of Cumberland County, Tennessee.

I. The Renter will follow the Federal Aviation Regulations at all times while based at Crossville Memorial Airport. The Renter understands that any violations of the Federal Aviation regulations must be reported to the FAA. Renter shall abide by all laws and regulations applicable to the airport and Renter's use of the same as well as the Charter and City Code of the City of Crossville. Renter shall abide by all policies promulgated by the City of Crossville with regard to the hangars, the airport, and all matters relative thereto.

J. Renter assures City that no person shall on the grounds of race, color, national origin, sex or creed as provided by Title VI of the Civil Rights Act of 1974, the Civil Rights Restoration Act of 1987 (PL 100.259), and Section 520 of the Airport and Airway Improvement Act of 1982 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Renter further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed at Crossville, Tennessee by their duly authorized representatives on such date as is indicated below:

LANDLORD: City of Crossville

BY:  
\_\_\_\_\_

DATE:  
\_\_\_\_\_

TENANT, Whisper Aero, Inc.

BY:

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DATE:

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