

**AGREEMENT FOR TRUCK DRIVER TRAINING COURSE
AND LEASE FOR IMPROVEMENTS ON CITY OF CROSSVILLE PROPERTY**

This Agreement and Lease for Improvements on City of Crossville Property, ("Agreement"), is made and entered into by and between the CITY OF CROSSVILLE, TENNESSEE, a Tennessee municipal corporation, ("City"), TENNESSEE COLLEGE OF APPLIED TECHNOLOGY at CROSSVILLE, ("School"), and TLD LOGISTICS SERVICES, Inc., a Tennessee corporation ("Company"), on this 12th day of SEPT, 2013.

WITNESSETH:

WHEREAS, The City of Crossville is a Municipal Corporation organized under the laws of Tennessee;

WHEREAS, Tennessee College of Applied Technology at Crossville is a post-secondary workforce training school under the governance of the State of Tennessee Board of Regents system;

WHEREAS, TLD Logistics Services was formed by Toyota Tsusho America, Inc., a wholly owned subsidiary of Toyota Tsusho Corporation;

WHEREAS, Company started its operation in Crossville in January 2011 with 30 drivers and by August 2013 had 101 drivers;

WHEREAS, Company grew over 42% last year and is projecting to grow 10% in fiscal year 2014, 20% in fiscal year 2015, and 15% in fiscal year 2016;

WHEREAS, Company is a growing business in Crossville and is restrained in its efforts to attract truck drivers with CDL licenses to fill the opportunities for growth;

WHEREAS, Company has requested a Truck Driver Training Course to be provided to allow their employees and others in the community to attain a Commercial Driver's License;

WHEREAS, the City has suitable property available, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto, ("Property"), and is supportive of the improvements to be made on such property, ("Project");

WHEREAS, School has the facility and resources to provide classroom instruction for students to gain the aptitude necessary to pass the Knowledge Test and Pre-Trip Test;

WHEREAS, Company has the equipment required for the skills test;

WHEREAS, all parties find it mutually desirable to enter into this Agreement.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

1. Certain Definitions as used in this Agreement are as follows:
 - a) **City**: "City" shall mean the City of Crossville, Cumberland County, Tennessee, with its offices located at 392 N. Main St., Crossville, Cumberland County, Tennessee.
 - b) **School**: "School" shall mean Tennessee College of Applied Technology at Crossville, with its offices located at 910 Miller Avenue, Crossville County, Tennessee.
 - c) **Company**: "Company" shall mean TLD Logistics Services, Inc., with its offices located at 2953 N. Main St., Crossville, Tennessee
 - d) **Project**: "Project" shall mean the improvements to be constructed and completed on the Property.
 - e) **Program**: "Program" shall mean the Truck Driver Training course to be provided by School and Company.
 - f) Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning.
2. City agrees to provide the following:
 - Approximately one acre on Interchange Drive (a portion of Tax Map 73, Parcel 30.03) shown on Exhibit "A" ("Property") pursuant to the terms of this lease.
 - Construct up to \$5,000 in improvements for site development which improvements shall remain the sole property of the City. The improvements consist of installation and compaction of approximately 588 tons of 33c gravel and mowing of site with bush-hog. However, and notwithstanding the forgoing, in no event shall the City be responsible for more than \$5,000.00 worth of said improvements and work, it being the responsibility

of Company to pay for all work and materials in excess of the initial \$5,000.00 worth of gravel and work by the City. Accordingly, in the event that \$5,000.00 is insufficient to cover the material, work and improvements described above, Company shall be responsible for paying for the remainder.

3. School agrees to provide the following:
 - Facility and resources to provide classroom instruction for students to gain the aptitude necessary to pass the Knowledge test and Pre-Trip Test
4. Company agrees to provide the following:
 - Two tractor trailers to be used for the skills test
 - Certified instructor
 - All site development and maintenance over \$5,000 required for project, all of which site development and additions, if any, shall remain the sole property of the City at no further cost or expense to the City.

5. Lease shall be for a term of two years, at a rental rate paid by Company to City of \$10.00 per year, and shall automatically renew for successive terms of two years each beginning upon that date upon which this Agreement has been ratified and passed by the Crossville City Council and signed by the Tennessee College of Applied Technology at Crossville and TLD Logistics Services. This Agreement shall continue in effect as to the maintenance of the property as described in Section 4, but subject to the sale of the property or for the building of a spec building upon a 90 day Notice of Cancellation issued by City. Notwithstanding any term or provision herein to the contrary, either party may terminate this lease between them upon said ninety days written Notice of Cancellation. Upon issuance of said Notice, City shall make good faith efforts to find a new location for facility if all parties agree to continuance of said Program, but City is not required to replace the site or secure an alternate site.

6. Subject to the limitations as to liability and damages, if any, under the Tennessee Governmental Tort Liability Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

7. The parties hereto understand that Company desires to use the subject real property for purposes related directly to the Project and Program. Company covenants and agrees that the Property shall be used for no other purpose than that stated above without City's written consent.

8. Company covenants and agrees to pay all ad valorem taxes which are assessed and levied against the Property, Project and Program, if any, during the term hereof. City, as a government entity is not subject to taxation.

9. Company shall obtain at its expense a public liability insurance policy insuring City and Company against any liability which may arise on account of the Project, Program and its use of the Property on an occurrence basis with the minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

10. The Tenant shall at its own cost and expense promptly observe and keep all laws, rules, orders, ordinances, regulations and requirements applicable to the Property, Project and Program.

11. Except as contemplated in Paragraphs 2 and 4, Company covenants and agrees not to make alterations, changes, additions and improvements to the Property without the prior written consent of City. The Company agrees that it will permit the City and its agents to enter the Property during the Company's usual business hours at the Property for inspection purposes.

12. The parties to this Agreement acknowledge and represent that the lease provisions herein are binding on and between the City and Company, and that the School is neither a tenant of the Property nor has any rights or obligations with regard to the Property.

13. Company shall make no assignment of this lease nor any subletting of the Property without the prior written consent of City.

14. Company shall discharge, by bond or otherwise, within twenty (20) days of any filing thereof, any mechanics' lien or other lien for payment of money arising out of any labor or material furnished or alleged to have been furnished to or for Company at the Property by reason of any change, alteration or addition by Company.

15. Company covenants and agrees, at the termination of this lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to City possession of the Property with all the buildings and improvements permanently affixed thereto all of which shall become and remain the property of the Landlord, free from any liens thereon, in good condition and repair, ordinary wear and tear alone excepted. Company's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease. If Company shall default in so surrendering the Property, Company's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of City shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this lease applicable thereto, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

16. From and after the date hereof, Company covenants and agrees to defend and hold the City harmless from and against any and all claims, suits, damages or causes of action for damages, arising after the date hereof, and against any orders, decrees, or judgments which may be entered therein, as a result of any alleged injury to person and/or property or alleged loss of life sustained in or about the Property and the buildings and improvements thereon, or by any person or persons whatsoever, and further from all enforcement actions, regulatory actions, notices of violations, of any kind or type whatsoever, including, without limitation, threatened actions and claims, if any. The covenants in this Paragraph to defend and hold harmless the City shall further include reasonable attorneys fees, court costs and litigation and appellate costs.

17. Company shall pay promptly, as and when the same become due and payable, all charges for electricity, gas, water, and any other utilities supplied the Property, including any sewer taxes or charges.

18. Nothing contained in this lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this lease.

19. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section shall not affect the validity of the remaining provisions or sections.

20. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

21. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

22. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, and in Cumberland County, Tennessee.

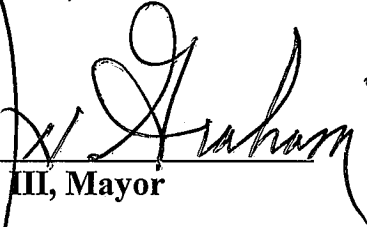
23. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

24. Notices to all parties shall be sufficient if sent in writing, postage prepaid, registered or certified mail to the addresses on file.

25. Company shall not discriminate against students or anyone, directly or indirectly, on the basis of race, color, religion, sex or national origin. Further, Company shall

not refuse to admit students to the Program on the basis of the student either refusing to drive for Company or the student's intention to use his or her license to operate for another entity or individual, even if the same is a competitor of Company. In other words, and without limiting the forgoing, any student may, upon completion of the Program, be employed, or contract with, anyone or any entity of his or her choice, and a commitment to work for, or contract with Company shall not be made a prerequisite for entrance in, or completion of, the Program. The School shall administer the registration of students, and the registration and tuition fees shall include the classroom instruction only. Company shall provide qualified, licensed personnel, administer the registration of students, and the registration and tuition fees for the field training only.

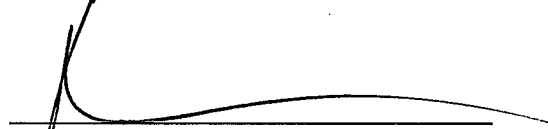
CITY OF CROSSVILLE, TENNESSEE

By: 
J. H. Graham, III, Mayor

ATTEST:

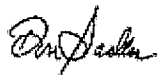

City Clerk

APPROVED AS TO FORM:


City Attorney

**TENNESSEE COLLEGE OF APPLIED
TECHNOLOGY at CROSSVILLE**

TLD LOGISTICS SERVICES, Inc.

By: 
Don Sadler, Director

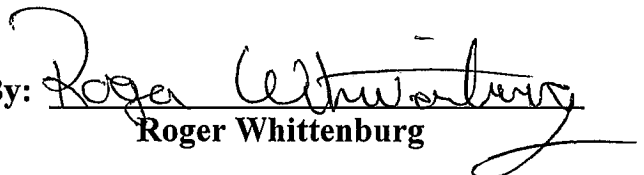
By: 
Roger Whittenburg

EXHIBIT "A"

Approximately 1 acre included in Tax Map 73, Parcel 30.03.