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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

STATE OF NORTH CAROLINA

AMENDED LEASE

COUNTY OF CUMBERLAND

RETURN TO CITY OF FAYETTEVILLE
Return to Cleland P. Reese, ENCL. MAIN. DEPT. 433 HOV ST
FAYETTEVILLE

THIS AMENDED LEASE (hereinafter the "Lease") is made and entered into as of the 23rd day of February, 2004, by and between the CITY OF FAYETTEVILLE, North Carolina, hereinafter referred to as "LESSOR", and the AIRBORNE AND SPECIAL OPERATIONS MUSEUM FOUNDATION, a North Carolina nonprofit corporation, hereinafter referred to as "LESSEE". This Lease is an amendment to the Ground Lease Agreement entered into between the parties hereto on or about the 1st day of October, 2000, and is recorded in Book 5360, page 425, Cumberland County, North Carolina, Registry (hereinafter referred to as the "Original Lease"). It is the intent of the parties hereto that this Amended Lease shall supercede and replace the Original Lease in its entirety. The LESSOR and LESSEE are herein sometimes separately referenced as "Party" and jointly referenced as "Parties" and agree as follows:

1. DEFINITIONS

(a) Demised Premises. The real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with all permanent and nonpermanent improvements and fixtures constructed on or affixed to such land, but excluding the Museum Building as hereinafter defined.

(b) Museum Building. That area within the footprint of the Airborne and Special Operations Museum building located at 100 Bragg Boulevard, Fayetteville, North Carolina, containing 59,000 square feet, more or less, of interior heated/air conditioned space, canopies, and loading docks constructed and operated as a part of the Airborne and Special Operations Museum. In addition thereto, the term "Museum Building" shall include an area extending five feet (5') from and parallel to the exterior of the building described immediately above.

(c) Permanent Improvements. Shall include any and all buildings and fixtures, trade or otherwise, that are permanently affixed to the ground or any structure, building, or other improvement on the Demised Premises, and cannot be removed without destroying the use for which said buildings and fixtures, trade or otherwise, were originally intended to be used.

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(d) Nonpermanent Improvements. Shall include any fixtures, trade or otherwise, or items of personal property that can be removed from the Demised Premises without destroying the use for which fixtures, trade or otherwise, were originally intended to be used.

(e) Agreement. That certain Agreement entered into between CITY, as LESSOR, and FOUNDATION, as LESSEE, dated the 10th day of December, 1998, which is incorporated by reference. To the extent this Lease and the Agreement are inconsistent, the terms of this Lease shall prevail.

(f) U.S. Government Properties. Shall mean any items of personal property including, but not limited to, exhibits, artifacts, or displays, on loan or display at the Museum, which have been purchased with United States government funds, donated or on loan to the United States government, which are not the property of LESSEE.

(g) LESSEE's Accountant. A Certified Public Accountant, licensed to do business in North Carolina, which LESSEE shall be required to employ and maintain at all times during the term of this Lease, and which shall be required to provide those financial records at all times as set forth in § 2(j).

(h) Conveyance. The transfer of all title, right, and interest to the Museum Building which includes all real and personal fixtures therein.

2. DEMISE OF PREMISES; ANNUAL RENTAL; IMPOSITIONS; FINANCIAL RECORDS; BUDGETS.

(a) Demise of Premises. LESSOR, for and in consideration of the Annual Rental, covenants, and conditions herein contained to be kept, performed and observed by LESSEE, does hereby lease and demise to LESSEE, and LESSEE does hereby accept from LESSOR, the Demised Premises excepting therefrom any right-of-way previously granted or to be granted to the North Carolina Department of Transportation.

(b) Warranty of Title. LESSOR hereby represents and warrants that LESSOR is the owner of the Demised Premises in fee simple absolute, subject to the covenants, conditions, restrictions, easements and other matters of record.

(c) Warranty of Quiet Enjoyment. LESSOR covenants and agrees that LESSEE, upon payment of the Annual Rental and other charges herein provided, and upon observance and performance of the covenants, conditions, and terms of this Lease, shall peaceably hold and enjoy the Demised Premises for the term hereby demised without hindrance or interruption by LESSOR or any other person or persons claiming under LESSOR, except as herein expressly provided.

(d) Lease Term. This Lease shall continue for so long as the Airborne and Special Operations Museum remains in operation, unless terminated as otherwise provided herein.

(e) **Rental.**

✓ (1) **Annual Rental.** LESSEE shall pay to LESSOR Annual Rental in an amount equal to two percent (2%) of gross sales from the operation of the AIRBORNE AND SPECIAL OPERATIONS MUSEUM (hereinafter referred to as the "ASOM") gift shop, simulator, and theatre (hereinafter referred to as the "Museum Operations"). The Annual Rental shall be calculated on the basis of LESSEE's fiscal year which begins October 1. The Annual Rental shall first be calculated on the financial statement(s) provided by LESSEE's certified public accountant and it shall be payable on or before November 1 of each year. Upon LESSEE's receipt of its Annual Audit, which shall be within 120 days of the end of each fiscal year, the Annual Rental shall be adjusted based on the Museum Operations reflected in the Annual Audit. Any deficit shall be paid no later than fifteen (15) days of LESSEE's receipt of the Annual Audit. Any credit shall be offset against the next rental installment. The first year's Annual Rental shall be prorated from the effective date of this Lease and shall be paid on or before November 1, 2004, subject to adjustments as stated above.

✓ The LESSEE shall have the option of paying the Annual Rental on a quarterly basis. The calculations of the quarterly payments shall be based on the financial statement(s) provided by LESSEE's certified public accountant. Any adjustments shall be made upon receipt of the Annual Audit as provided above.

(2) **Late Charges.** If LESSEE fails to pay any Annual Rental payment by the 15th day of the month following the due date, LESSEE shall pay a late payment charge equal to four percent (4%) of the past due payment, which shall become due and payable to the LESSOR as liquidated damages for the administrative costs and expenses incurred by the LESSOR by reason of LESSEE's failure to make prompt payment. The Late Charges shall be payable by LESSEE on demand. No failure by the LESSOR to insist upon strict performance by LESSEE of its obligation to pay Late Charges shall constitute a waiver by the LESSOR of its right to enforce the provisions of this section. In no event shall the amount of penalties authorized herein exceed the maximum allowable by law for late payment.

(f) **Holdover.** Any holding over by the LESSEE after the end of the term shall subject the LESSEE to a penalty of Five Hundred and 00/100 Dollars (\$500.00) per day.

(g) **Impositions, Taxes, Fees, Utility Charges.** LESSEE shall pay or cause to be paid all of the following items, if any ("Impositions"):

- (1) Any ad valorem property taxes, special taxes, and assessments on all capital improvements made by LESSEE on the Demised Premises;
- (2) Any personal property and inventory taxes;
- (3) Water, water meter and sewer installments, rates and charges;
- (4) License and permit fees;

- (5) Service charges for lighting, sanitary sewer sanitation and water supply;
- (6) Gross receipts, excise or similar taxes imposed or levied upon installment payments;
- (7) All excise, sales, value added, use, occupancy and similar taxes;
- (8) Charges for utilities, communications and other services rendered or used on or about the Demised Premises;
- (9) Payments in lieu of each of the foregoing, whether or not expressly so designated;
- (10) Fines, penalties and other similar or like charges applicable to any of the foregoing, and any interest or cost with respect thereto; and
- (11) Any and all other federal, state, county and municipal governmental and quasi-governmental levies, fees, installments, assessments or taxes, penalties and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, and any interests or costs with respect thereto, which at any time during or after (but attributable to a period falling within) the Lease Term are:
 - (i) Assessed, levied, confirmed, imposed upon or would become due and payable out of or in respect of, or would be charged with respect to, the Demised Premises, the use and occupancy of the Demised Premises by LESSEE, any document or agreement to which LESSEE is a party, transferring as interest in LESSEE's estate in the Demised Premises, and this transaction; and
 - (ii) Encumbrances or liens upon the Demised Premises permitted by law.

Each such Imposition, or installment thereof, during the Lease Term shall be paid before the last day the same may be paid without fine, penalty, interest or additional cost; provided, however, that if, by law or agreement, any Imposition may, at the option of the payor, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), LESSEE may exercise the option to pay the same in such installments and shall be responsible for the payment of such installments only, provided that all such installment payments relating to periods prior to the expiration of the Lease Term are required to be made prior to the expiration of the Lease Term.

LESSEE, from time to time upon request of the LESSOR, shall furnish to the LESSOR an official receipt or other evidence reasonably satisfactory to the LESSOR evidencing the payment of any Imposition. If at any time during the Lease Term, a tax or excise on installment or the right to receive installments or other tax, however described is levied or assessed against the LESSOR as a substitute in whole or in part for any Impositions heretofore payable by LESSEE, LESSEE shall pay and discharge such tax or excise on installment before interest or penalties accrue, and the same shall be deemed an Imposition levied against the Demised Premises in accordance with this section.

(h) Proration of Impositions. Any Imposition relating to a fiscal period of the imposing authority, a part of which period is included within the Lease Term, and a part of which is included within the period of time before or after the Lease Term, shall be apportioned between the LESSOR and LESSEE as of the beginning and ending dates of the Lease Term so that LESSEE shall pay that portion of such Imposition for that part of such fiscal period which is within the Lease Term.

(i) Contest of Impositions. LESSEE shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. Upon termination of such proceedings, it shall be the obligation of LESSEE to pay the amount of such Imposition or part thereof as finally determined in such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith. LESSEE shall have the right to seek a reduction in the assessed valuation of the Demised Premises for ad valorem property tax purposes, and to prosecute any action or proceeding in connection therewith.

(j) Books and Financial Records. All books and financial records of the LESSEE shall be maintained by the LESSEE in accordance with generally accepted accounting principles for nonprofit corporations and shall be made available to the LESSOR at its request. The LESSEE shall use tape-recording cash registers or other sales-recording devices commonly used in lieu thereof, if such other devices make a permanent written record of each sale. The LESSEE shall record on such cash register or other recording device all amounts received from sales of merchandise, services, and fees. The LESSOR may, at all times during business hours, take readings of such cash register or other recording devices and observe the operation of the recording of sales thereon, and examine the books and financial records of LESSEE. The LESSEE shall have the books and financial records annually audited at its expense by LESSEE's Accountant. A copy of the report of each such audit shall be transmitted to the LESSOR within 120 days of the end of the LESSEE's fiscal year. The LESSOR may, at its expense, order an additional audit of LESSEE's books, and financial, operational, and maintenance records for any fiscal year. If such additional audit shows an amount owed to the LESSOR which is one percent (1%) or more greater than that shown in LESSEE's audit, the LESSEE shall pay such additional amount to LESSOR, together with the costs of the additional audit, or if a one percent (1%) or more difference in any other gross category, such as maintenance expenses, personnel costs, management fees, then LESSEE shall pay the cost of the audit. LESSEE shall be required to keep at all times during the term of this Lease, and for three (3) years after the termination of this Lease, all financial records required herein to be kept and provided to the LESSOR.

(k) Inspection of Books and Financial Records. LESSEE shall be required, subject to reasonable notice, to permit the City Manager of LESSOR, or his/her designee, to examine the books and financial records of LESSEE for the purpose of maintaining compliance with the terms of this Lease. Additionally, during the term of this Lease, LESSEE shall provide to LESSOR such other monthly financial reports and data in such detail as may be required by the LESSOR's Chief Financial Officer in accordance with acceptable accounting reporting standards.

3. USE OF PREMISES

Throughout the Lease Term, LESSEE shall use the Demised Premises in keeping with its function of being a part of the "ASOM" and for the display of artifacts, memorabilia, audio-visual

presentations, unit memorials, memorial pavers, static displays, live demonstrations and other related functions and activities of the LESSEE and the ASOM.

(a) All improvements constructed on the Demised Premises shall conform to all laws, rules, regulations and ordinances applicable to safety and accessibility of the physically handicapped; and

(b) Roads and Parking. Paved parking areas to accommodate a minimum of 141 cars shall be provided in close proximity to the Museum Building. Paved access and entrance road to the above-mentioned parking areas and Museum Building shall also be provided.

Throughout the Lease Term, LESSEE shall make or cause to be made all repairs, decoration, revisions, alterations and improvements to the Demised Premises, including capital improvements as shall be necessary or appropriate and shall purchase such equipment and supplies as shall be necessary and appropriate for the operation of the Demised Premises in a clean, safe, lawful, high quality, state-of-the-art manner, for grounds surrounding a public museum.

4. OPERATION

LESSEE shall operate the Demised Premises in a manner consistent with the operation of other grounds surrounding public museums similar in function. Such operations and maintenance shall be in accordance with all applicable health and safety regulations.

5. TERMINATION IF USE BECOMES UNLAWFUL, IMPOSSIBLE, OR IMPRACTICAL

(a) If it is or becomes unlawful for LESSEE to perform its intended obligations under this Lease, or, if the U.S. Army, or anyone holding under it, for any reason, ceases to operate the ASOM, or if all of the Demised Premises is condemned or changed by public authority so that it becomes impossible or impractical to use the Demised Premises in the manner described in § 3, Use of Premises, then LESSEE shall have the right at any time thereafter to terminate this Lease by giving LESSOR sixty (60) days notice in writing of such termination upon the following terms and conditions:

(i) LESSEE shall vacate the premises within ninety (90) days of any notice required herein; and

(ii) Except for U.S. Government Properties, or properties on loan to LESSEE for purposes of display under the Agreement, LESSEE shall not be permitted to remove any permanent or nonpermanent improvements or any other property belonging to LESSOR from the Demised Premises or the Museum Building, and LESSEE shall be required to transfer title to any motor vehicles or other tangible items bearing registered titles to LESSOR prior to vacation of the Demised Premises.

(b) In the event of any condemnation of the Demised Premises in which less than the entire demised premises is taken, this Lease shall continue in full force and effect.

6. SIGNS

Subject to compliance with the LESSOR's sign ordinance, the LESSOR shall permit the LESSEE to install and maintain on the improvements, and at locations mutually agreeable on the Demised Premises, entrance and directional signs of sufficient number and size to adequately advertise the ASOM.

7. ALCOHOLIC BEVERAGES

Alcoholic beverages shall not be sold, consumed, or otherwise permitted on the Demised Premises without the consent of LESSOR.

8. ALTERATIONS AND IMPROVEMENTS BY LESSEE

(a) LESSEE's Right to Alter and Improve.

(1) Major alterations or improvements the LESSEE may wish to make must be with the written consent of the LESSOR which shall not be unreasonably withheld or delayed. The LESSEE must submit construction or landscaping plans of the proposed alterations or improvements to the LESSOR for its review.

(2) The Demised Premises shall at all times be kept free of mechanics' and materialmen's liens as well as any other encumbrance, easement, license, right, interest or privilege which the LESSOR has not consented to in writing, as hereinafter more specifically provided.

(3) The LESSEE agrees that all contracts for construction work shall be made in accordance with applicable law. All construction on the Demised Premises shall be in accordance with all applicable LESSOR codes and ordinances; all required permits shall be obtained and all required permit and inspection fees shall be paid by LESSEE. Upon the execution of a contract(s) with the general contractor/subcontractor(s) who will construct the capital improvements, LESSEE shall provide performance and labor and materials bonds as required by applicable law naming LESSOR and LESSEE as Co-Owners as security and for the full and faithful performance of said contracts.

(4) The LESSOR shall be notified at the time of commencement of any work on the Demised Premises except for normal, routine maintenance and operations of the Demised Premises in keeping with its intended use.

(b) Easements and Dedications. In order to provide for the more orderly development of the Demised Premises as a public museum, it may be necessary, desirable, or required that street, water, sewer, drainage, gas power lines, and other easements and dedications, and similar rights be granted or made on or within portions of said Demised Premises. As part of the consideration to LESSEE for the execution of this Lease, LESSOR shall, upon request of LESSEE, join with LESSEE in executing and delivering such documents, from time to time, and throughout the term of this Lease, as the LESSOR deems appropriate or necessary for the several governmental agencies, public utilities, and companies for the purposes of granting such easements and

dedications. The location of such easements, dedications and similar rights shall be mutually agreeable to the LESSOR and the LESSEE. Any and all costs for providing such easements and dedications shall be borne solely by LESSEE.

(c) Ownership of Improvements, Fixtures, and Equipment. It is expressly understood and agreed that title to any and all permanent and nonpermanent improvements, whatsoever nature at any time constructed, placed, or maintained upon any part of the Demised Premises, except for U.S. Government properties, or properties on loan to LESSEE for purposes of display shall be and remain vested in the LESSOR free and clear of any and all liens and encumbrances permitted herein; provided that any motor vehicle or other tangible item required to bear a registered title, shall be permitted to be registered in the name of LESSEE during the term of this Lease. During the term of this Lease, LESSEE shall be required to maintain at all times an accurate written inventory of all permanent and nonpermanent improvements whatsoever nature at any time constructed, placed, or maintained upon any part of the Demised Premises.

9. ENVIRONMENTAL

(a) LESSEE shall comply with all Environmental Laws (as hereinafter defined). LESSEE may handle, store, and use Hazardous Materials (as hereinafter defined), limited to the types, amounts and uses as reasonably necessary for the operation of the ASOM on the Demised Premises, provided that:

(1) LESSEE's operations and activities on the Demised Premises, and more specifically its handling, storage use and disposal of Hazardous Materials, shall at all times comply with all Environmental Laws;

(2) LESSEE shall secure and abide by any and all permits required under applicable Environmental Laws for LESSEE's handling, storage, use and disposal of any such Hazardous Materials; and

(3) LESSEE shall give or post all notices required by any and all applicable Environmental Laws pertaining to such Hazardous Materials. LESSEE shall provide the LESSOR with copies of all manifests, schedules, correspondence, reports and other documents of all types and kinds, when filed or provided to any governmental or quasi-governmental agency having jurisdiction or enforcement authority regarding Environmental Laws.

(b) Liability. LESSEE shall reimburse, defend, indemnify and save the LESSOR, and its employees, agents, contractors, independent contractors, volunteers and elected and appointed officials, harmless from and against any and all claims, losses, liabilities, and attorneys' fees and costs, arising out of or in any way concerned with the presence of Hazardous Materials on or beneath the Demised Premises or the violation of any Environmental Laws by LESSEE or its agents, employees, contractors or invitees, including, without limitation, the costs of any required or necessary investigation, repair, cleanup or detoxification in the preparation of any enclosure or other required plans or remedies in connection therewith, whether voluntary or compelled by governmental authority. The indemnity obligations of LESSEE under this section shall survive the termination or expiration of this Lease.

(c) **Definitions.** For purposes of this section, the terms used herein shall be defined as follows:

(1) "*Environmental Laws*" shall mean and include all federal, state and local statutes, ordinances, regulations and rules and any amendments thereof from time to time in effect relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Act, 42 U.S.C. §§ 7401, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136, et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §§ 1401, et seq.; the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq.; The Noise Control Act, 42 U.S.C. §§ 4901, et seq; the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. §§ E.51, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C §§ 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601, et seq, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Atomic Energy Act 42 U.S.C. §§ 2011, et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§ 10101, et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include any and all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above, purport to regulate Hazardous Materials, or in any way or manner relate to environmental quality, contamination or clean-up.

(2) "*Hazardous Materials*" shall mean any hazardous substance, pollutant, contaminant, or waste regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the HFRA; asbestos, PCBs and other substances regulated under the TSCA; source materials, special nuclear material, by product materials, and any other radio active materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §§ 1910.1200, et seq. and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA or any other hazardous substance, pollutant, contaminant, or waste regulated or defined under any federal, state, or local law not otherwise specified herein.

(d) If required by law or regulation, LESSEE will pay the expense to obtain all environmental permits. All environmental permits will be issued in the name of the City of Fayetteville. LESSOR will assist LESSEE in the process of obtaining the permits, but shall not be required to expend any funds for those purposes. If required by the United States or the United States Army, prior to the conveyance, LESSEE will advance to LESSOR funds to complete a Phase I Environmental Review of the Demised Premises in accordance with ASTM standards. LESSOR will reimburse LESSEE for the actual cost of the Phase I review in an amount not to exceed Three Thousand and 00/100 Dollars (\$3,000.00). If further testing is required, the parties shall negotiate a sharing of that cost.

10. MAINTENANCE, INSPECTION AND EMPLOYMENT

(a) LESSEE's Duty to Maintain. LESSEE, at LESSEE's own cost and expense at all times during the Lease Term, shall keep and maintain, or cause to be kept and maintained, the Demised Premises in a clean, safe, high quality and good state of appearance and repair, without noticeable wear and tear.

(b) Inspection. LESSEE shall permit the LESSOR and the LESSOR's agents or representatives to enter the Demised Premises at all reasonable times for the purpose of:

(1) Inspecting the Demised Premises and construction work and improvements thereon;

(2) Performing the LESSOR's obligations or enforcing the LESSOR's rights hereunder;

(3) Determining whether or not the LESSEE is in compliance with its obligations hereunder; and

(4) In the case of emergency (i.e., a condition presenting imminent danger to the health or safety of any person or to property), making any necessary repairs to the Demised Premises and improvements thereon, provided that the LESSOR shall make a reasonable attempt to communicate with LESSEE to alert LESSEE to the repairs necessary.

11. INDEMNIFICATION OF LESSOR

(a) LESSEE shall not do or permit any willful or negligent act or thing to be done upon the Demised Premises which may subject the LESSOR to any liability or responsibility for injury, damage to persons or property, or to any liability by reason of a violation of any law or of any requirement of a governmental authority, and shall exercise such control over the Demised Premises so as to fully protect the LESSOR against any such liability. The LESSEE shall indemnify and hold the LESSOR and any agents, contractors, independent contractors, volunteers, employees, and elected and appointed officials of the LESSOR (each an "Indemnified Party") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, expert witnesses', engineers', architects' and attorneys' fees, court costs and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following occurring during or after (but attributable to a period of time falling within) the Lease Term, including:

(1) Any demolition, earth work or construction, or any other work or thing done, permitted or allowed by LESSEE, its agents and contractors, in, on or about the Demised Premise or any part thereof;

(2) Any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management done or permitted by LESSEE or its agents, employees, contractors or invitees of the Demised Premises or any part thereof;

(3) Any accident, injury (including death at any time resulting there from) or damage to any person of any person, firm, or corporation or property of any person, firm, or corporation occurring in, on or about the Demised Premises or any part thereof caused by the negligence of LESSEE, its officers, agents, or employees;

(4) Any failure on the part of LESSEE to pay an Annual Rental payment as required herein, to purchase insurance policies required by this Lease, or to perform or comply with any covenants, agreements, terms of conditions contained within this Lease which LESSEE is to perform or comply with;

(5) Any lien or claim which may be alleged to have arisen against or on the Demised Premises, or any lien or claim which may be alleged to have arisen out of this Lease and created or permitted to be created by LESSEE against any assets of the LESSOR under the Laws of the State of North Carolina or of any other governmental authority, or any liability which may be asserted against the LESSOR with respect thereto;

(6) Any failure on the part of LESSEE to keep, observe and perform any other terms, covenants, agreements, provisions, conditions or limitations contained in this Lease and any construction, equipment, or other contracts and agreements affecting the Demised Premises or LESSEE's activities thereon which LESSEE is to keep, observe or perform; and

(7) Any contest of Impositions permitted pursuant to § 2.(i), Contest of Impositions.

(b) Absence of Insurance. The obligations of LESSEE under this section shall not be affected in any way by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Demised Premises or any part thereof.

(c) Defense of Claims. If any claim, action or proceeding is made or brought against any Indemnified Party against which it is indemnified pursuant to this section, then, upon demand by the LESSOR, LESSEE shall resist or defend such claim, action or proceedings in the LESSOR's name, if necessary, by attorneys for LESSEE's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys as the LESSOR shall approve. The foregoing notwithstanding, the LESSOR may engage its own attorneys to defend it or to assist in its defense, and LESSEE shall pay the reasonable fees and disbursements of such attorneys or any other attorney specified herein.

(d) The provisions of this article, INDEMNIFICATION OF LESSOR, shall survive the expiration of the Lease Term with respect to any liability, suit, obligation, fine, damage, penalty, claim, cost, charge or expense arising out of or on connection with any matter which is the subject of indemnification under this article.

12. INSURANCE

(a) **Required Insurance.** The following insurance shall be secured by LESSEE and the premiums thereon paid by LESSEE with respect to the Demised Premises and its operations at all times during the Lease Term, and as a condition to the commencement thereof:

(1) Comprehensive general liability insurance covering property damage, bodily injury, and personal injury, automobile liability insurance (including owned, non-owned and leased vehicles and automobiles), products liability insurance, and innkeeper's liability insurance, per event (if alcoholic beverages are served at the ASOM), in an amount equal to not less than Five Million and 00/100 Dollars (\$5,000,000.00) single limit per occurrence, except that the amount of liquor liability insurance shall only be Five Hundred Thousand and 00/100 Dollars (\$500,000.00);

(2) Statutory worker's compensation insurance; and

(3) "All risk" property insurance to include flood insurance with minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on the Demised Premises and related facilities in an amount equal to the full replacement value thereof.

The amount of the minimum coverage in the above clauses may be lowered if an umbrella policy is furnished covering any excess of the liabilities described in said clauses with a limit of liability of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence. Furthermore, the LESSOR may, from time to time, require LESSEE to increase the amounts of such coverages in order to account for inflation or to provide coverages consistent with coverages for similar museums.

(b) **Responsibility to Maintain.** LESSEE will procure and maintain the above insurance policies during the Lease Term.

(c) **Requirements.** All policies of insurance shall be written on an "occurrence" basis, if possible, and if any policy is written on a "claims made" basis, then such policy shall be written so that it can be continued in effect for a period of three (3) years following expiration of the Lease Term.

(d) **Policies.** All insurance provided for under § 12(a), Insurance: Required Insurance, shall be affected by policies issued by insurance companies rated by Best Reporting Service as A. VI or better and that shall be licensed to do business in North Carolina. The LESSEE shall promptly deliver to the LESSOR certificates of insurance with respect to all the policies of insurance so procured, including existing, additional and renewal policies not less than thirty (30) days prior to the respective dates of expiration. Upon request, the LESSEE shall annually deliver a copy of any or all such insurance policies to the LESSOR.

(e) **Endorsements.** All policies of insurance provided for under this section shall have attached thereto.

(1) An endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice to LESSEE and the LESSOR; and

(2) An endorsement to the effect that no act or omission of LESSEE or the LESSOR shall affect the obligations of the insurer to pay the full amount of any loss sustained.

(f) Named Insured. All policies of insurance required by this section shall be carried in the name of LESSEE and the LESSOR, and all policies shall show LESSOR as certificate holder.

(g) Use of Casualty Insurance Proceeds. If all or any part of the Demised Premises or any buildings and improvements thereon are destroyed or damaged in whole or in part by fire or other casualty (whether or not insured), of any kind or nature, LESSEE shall give the LESSOR immediate notice thereof, and notice of whether or not such damage or destruction had been insured, and whether or not insurance proceeds, if any, will be sufficient for such repairs, alterations, restorations, replacements and rebuilding as may be necessary to put such property in the condition it was in immediately prior to such damage or destruction. LESSEE shall make all insurance claims necessary and appropriate to procure such funds as are needed to carry out such repairs, alterations, restorations, replacements and rebuilding. Proceeds from all insurance claims shall be deposited in a bank account jointly held by LESSEE and the LESSOR in a bank upon the approval of the LESSOR and, unless the LESSOR and LESSEE agree otherwise, be used first to pay in full the costs of restoration before using any part of the same for any other purpose. LESSEE shall restore the destroyed or damaged Demised Premises, buildings, improvements or fixtures thereon to the extent of the value and as nearly as practicable to the character of the improvement existing immediately prior to such occurrence. If LESSEE shall fail or neglect to restore with reasonable diligence or, having so commenced such restoration, shall fail to complete the same with reasonable diligence, the LESSOR may complete such restoration with the moneys in the joint account. If the moneys in the joint account are insufficient to complete restoration, LESSEE, on demand, shall pay the deficiency to the LESSOR. LESSEE shall give the LESSOR notice of completion of the restoration within ten (10) days thereafter. If the LESSOR makes no claim or objection with respect to the use of insurance proceeds or the disposition within sixty (60) days after receipt of LESSEE's notice, then LESSEE may obtain the unapplied proceeds remaining in the joint account. All restoration work shall be completed within forty-five (45) days from the time of the casualty, which time may be extended due to unavoidable delays. When any provision of this section shall require payment from the joint account described herein to either party, the non-recipient party shall join in the execution of the check or withdrawal within seventy-two (72) hours, unless a good faith objection is made in writing to the recipient party within the same period of time. If the parties cannot agree to a resolution of the objection, then the objection shall be immediately submitted to a third-party certified mediator of the Cumberland County Superior Court as agreed between the parties for resolution.

(h) Neither LESSEE nor anyone claiming by, through, under or in LESSEE's behalf shall have any claim, right of action or right of subrogation against the LESSOR for or based upon any loss or damage caused by fire, explosion or other casualty (not limited to the foregoing) relating to the Demised Premises or to any property upon, in, or about the Demised Premises, whether such fire, explosion or other casualty shall arise from the negligence of the LESSOR, its agents, officers, or employees, or otherwise.

13. MECHANICS' LIENS

(a) Prohibition of Liens on Fee or Leasehold Interest. LESSEE shall not suffer or permit any mechanics' liens or other liens to be filed against the fee of the Demised Premises, nor against LESSEE's leasehold interest in the land, nor any buildings or improvements on the Demised Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to LESSEE or anyone holding the Demised Premises or any part thereof through or under LESSEE.

(b) Removal of Liens by LESSEE. If any such mechanics' liens or materialman's liens shall be recorded against the Demised Premises, or any improvements thereof, LESSEE shall cause the same to be removed or, and in the alternative, if LESSEE in good faith desires to contest the same, LESSEE shall be privileged to do so, but in such case LESSEE hereby agrees to indemnify and save the LESSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanics' liens, cause the same to be discharged and removed prior to the execution of such judgment. LESSEE shall pay any costs and attorney's fees incurred by LESSOR as a result of said contest by LESSEE.

(c) LESSOR Discharge of Liens. If LESSEE shall fail to cause a mechanics' or materialman's lien to be discharged and removed from any record then, in addition to any other right or remedy, LESSOR may discharge the same of record. Any amount so paid by the LESSOR, including all costs, expenses, and attorney's fees incurred by the LESSOR in connection therewith, shall constitute rental payable by the LESSEE under this Lease and shall be paid by LESSEE to the LESSOR on demand.

14. DEFAULT AND REMEDIES

(a) If (i) the Demised Premises shall be deserted or vacated for more than ninety (90) days by LESSEE, (ii) proceedings are commenced against the LESSEE in any court under a bankruptcy act or for the appointment of a trustee or receiver of the LESSEE's property, (iii) any interest of LESSEE permitted to be encumbered herein is subjected to any execution, levy, or sale pursuant to any order or decree entered against the LESSEE in any legal proceeding, any such order or decree shall not be vacated or any lien attendant thereto extinguished or cancelled within fifteen (15) days of entry thereof, or (iv) there shall be default in the performance of any other covenant, agreement condition, rule, or regulation herein contained on the part of the LESSEE required herein, LESSEE shall be declared in default.

(b) Time for Curing Default. In the event of LESSEE's default, the rights of LESSOR may not be exercised until written notice of such default is delivered to the LESSEE. Except for a default under §§ 2(f) or 14(a)(iii), LESSEE shall have right to cure any default within thirty (30) days with respect to any default that can be cured by the payment of money, or within ninety (90) days with respect to any other covenant or condition or term of this Lease; and, if such default is of such nature that it cannot be remedied within said time despite LESSEE's good faith efforts, then LESSEE shall have such additional time as is reasonably necessary to cure such default, subject to

the approval of LESSOR's City Manager, or his/her designee, and LESSEE thereafter diligently continues the curing of same.

(c) Remedies. Should LESSEE fail to cure the default during the grace period as provided in § 14(b) above, or as provided in §§ 2(f) or 14(a)(iii), the LESSOR shall have the right to terminate the Lease, in which event the provisions of Termination and Surrender, §§ 15(a)-(e), shall apply. Alternatively, the LESSOR may proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by LESSEE of the applicable provisions of this Lease and/or to recover damages for breach thereof.

15. TERMINATION AND SURRENDER

(a) Purchase Obligation/Leasehold Improvements. Except for U.S. Government Properties or properties on loan to LESSEE for purposes of display and as provided in § 15(e), upon expiration of the Lease Term, the LESSOR shall have and hold all rights, title and interest in the Demised Premises and all Buildings, permanent and nonpermanent improvements and fixtures thereon, without being subject to any claim, lien or interest of LESSEE.

(b) Conveyance of Equipment, Inventory. Except as provided in § 15(e), upon termination of this Lease or expiration of the Lease Term, except for U.S. Government Properties, or properties on loan to LESSEE for purposes of display, LESSEE shall convey to the LESSOR title to and possession of all equipment, vehicles, supplies, furnishings, inventory and other personalty, including any motor vehicle or other tangible personal property requiring a registered title of ownership, owned by LESSEE at the Demised Premises and ASOM, free and clear of all claims, liens and mortgages, together with an assignment of all rights and obligations under any lease contract for such. From time to time as reasonably requested by LESSOR, LESSEE shall provide the LESSOR with an inventory list of all equipment, vehicles, supplies, furnishings, inventory and other personalty, including any motor vehicle or other tangible personal property requiring a registered title of ownership, owned by LESSEE at the ASOM. Said inventory list shall include the type, model, serial number if any, and cost of each item.

(c) No Obligation Beyond Term of the Lease. During the term of this Lease, LESSEE shall not be permitted to enter into any agreement, financing as permitted herein or otherwise purchase any permanent or nonpermanent improvements that will obligate LESSEE to make any payments for the same beyond a five (5) year obligation without the consent of LESSOR.

(d) Surrender of Possession. Except as provided in § 15(e), unless otherwise mutually agreed by the parties, LESSEE shall deliver possession of the Demised Premises and all buildings, if any improvements and fixtures thereon to LESSOR on the last day of the Lease Term.

(e) Conveyance Documents. Throughout the Lease Term, except for U.S. Government Properties, or properties on loan to LESSEE for purposes of display, the LESSOR shall be deemed the owner of all buildings, permanent and nonpermanent improvements, and fixtures on and to the Demised Premises, except for any motor vehicle or other tangible personal property requiring a registered title of ownership. Prior to the termination of the Lease Term, upon the request of the LESSOR, LESSEE shall prepare and convey such deeds and bills of sale for buildings, permanent

or nonpermanent improvements and fixtures on and to the Demised Premises as the LESSOR deems necessary to document its ownership thereof, except for any motor vehicle or other tangible personal property requiring a registered title of ownership.

16. CONVEYANCE; COVENANTS

(a) It is the intent of this Lease that the Museum Building plus any necessary rights of ingress and egress will be conveyed first to the LESSEE which in turn shall convey it to the United States Department of the Army (the "Conveyance"). The conveyance of the Museum Building shall include all heating, air conditioning, ventilation, electric, plumbing systems and equipment, security systems and equipment, and all other such components normally included within the conveyance of a building. Such Conveyances will be subject to the following covenants (the "Covenants") which shall be covenants upon the Museum Building to run with the land, to inure to the benefit of the LESSOR and shall be made a condition of any subsequent conveyance of the Museum Building, or any portion thereof, binding upon any future grantee(s), or any subsequent grantee(s), successor(s) or assign(s), who shall agree to the same in writing prior to the conveyance and failure of the grantee(s), or any subsequent grantee(s), successor(s) or assign(s) to comply with the following Covenants shall cause the Museum Building to automatically revert in fee simple absolute to the LESSOR:

(1) The Museum Building shall be used and operated at all times as a world-class Airborne and Special Operations Museum which shall be a part of the U.S. Department of the Army Museum system and subject to the benefits thereof and subject to its regulations; and

(2) The liability of the U.S. Army for injuries to person or property will be established as provided in the Federal Tort Claims Act [28 U.S.C. §§ 1346(b), 1402, 2401(b), and 2671-2680].

17. CONVEYANCE; CONDITIONS

(a) LESSEE to Pay Cost. The LESSEE shall pay all costs and settlement charges in connection with the Conveyance including, but not limited to, title examination, conveyance charges, notary fees, lien certificates, title insurance, documentary stamps, transfer taxes and recording charges;

(b) Title to Conveyances. Title to the Conveyances shall be by North Carolina General Warranty Deed, free of any liens or encumbrances except usual utility and access easements which do not interfere with the intended use of the Museum Building;

(c) Ownership of Improvements, Fixtures, and Equipment. Upon conveyance of the Museum Building to the U.S. Army Museum System, it is expressly understood and agreed that title to any and all permanent and nonpermanent improvements, real and personal fixtures, equipment and all other personal property of whatsoever nature and at any time constructed, placed, or maintained within the ASOM gallery and conservation area, except for properties on loan to LESSEE for purposes of display, shall be and remain vested in the U.S. Army Museum System free and clear of any and all liens and encumbrances. All nonpermanent fixtures such as, but not limited to, the simulator, and all other personal property located in the Museum Building other than in the

ASOM gallery and conservation area and the exhibits in the lobby shall remain the property of LESSEE and shall, upon default by LESSEE under the terms and conditions of this Lease, become the property of LESSOR. Upon the request of the LESSEE, LESSOR shall prepare and convey such bills of sale for said items of personalty as the LESSEE deems necessary to document its ownership thereof.

(d) The Conveyance shall be subject to any existing easements for sewer, water, and such other utility lines as exist of record, and such restrictive covenants, applicable government regulations and ordinances relating to said Museum Building that affect its use, improvement, enjoyment and maintenance;

18. GENERAL PROVISIONS

(a) No Waiver of Breach. No failure by either LESSOR or LESSEE to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

(b) Time of Essence. Time is of the essence of this Lease and of each provision.

(c) Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

(d) Unavoidable Delay; Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of labor disputes, inability to procure materials, unanticipated weather conditions, or circumstances without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse LESSEE from the prompt payment of any installment and/or other charge required of LESSEE except as may be expressly provided elsewhere in this Lease.

(e) Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of the LESSOR, and subject to the restrictions of the conveyances, the authorized encumbrances, assignees, transferees, subtenants, licensees, and other successors in interest of LESSEE.

(f) Entire Lease. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

(g) *Partial Invalidity.* If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired, or invalidated.

(h) *Relationship of Parties.* Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between LESSOR and LESSEE and neither the method of computation of installment, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between LESSOR and LESSEE, other than the herein-described relationship of LESSOR and LESSEE.

(i) *Interpretation and Definitions.* The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against LESSOR or LESSEE. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease:

(1) *Number and Gender.* In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

(2) *Mandatory and Permissive.* "Shall", "will", and "agrees" are mandatory; "may" is permissive.

(3) *Captions.* Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provision of this Lease.

(4) *Parties.* Parties shall include the LESSOR and LESSEE named in this Lease.

(j) *Attorneys' Fees.* Unless otherwise specified in the Lease, in the event either LESSOR or LESSEE shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover installments, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorneys' fees, which shall be limited to the usual and customary hourly rate for attorneys in the attorney's geographical area and shall be limited to the hours actually expended for these services, and court costs.

(k) *Modification.* This Lease is not subject to modification except in writing and with approval of the LESSOR and LESSEE.

(l) *Delivery of Notices--Method and Time.*

(1) All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the address stated in this

Section. If notice is given by certified or registered mail, notice shall be deemed given on the third day following mailing.

(2) *Notices to LESSOR.* All notices, demands, or requests from LESSEE to LESSOR shall be given to LESSOR at:

City Manager
433 Hay Street
Fayetteville, NC 28301

All copies of insurance certificates or other documents required to be provided by LESSEE to LESSOR shall be sent to:

City Attorney
P.O. Box 1513
Fayetteville, NC 28302

(3) *Notices to LESSEE.* All notices, demands or requests from LESSOR to LESSEE shall be given to LESSEE at:

President, Vice President, or Designee
AIRBORNE AND SPECIAL OPERATIONS MUSEUM FOUNDATION
P.O. Box 89
Fayetteville, NC 28302-0089

(4) All copies of audits and financial records, requested by LESSOR from LESSEE and all Annual Rental payments shall be delivered to the City of Fayetteville, Chief Financial Officer, Drawer D, Fayetteville, NC 28302.

(5) *Change of Address.* Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

(6) *Multiple Parties.* If more than one LESSOR or LESSEE is named in this Lease, service of any notice on any of the LESSEEs or LESSORs shall be deemed service on all of the LESSEEs or LESSORs, respectively.

(m) *Brokers' Commissions.* Each of the parties represents and warrants that there are no claims for brokers' commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

(n) *Non-collusion.* No officer, agent, director, or employee of LESSEE shall become an undertaker, or make any contract for his or her benefit, under such authority, or be in any manner concerned or interested in making such contract, or in the profits thereof, either privately or openly, singly or jointly with another.

(o) Nondiscrimination. During the term of this Lease, the LESSOR and the LESSEE shall require any contract or subcontractor to comply with any and all state and federal laws, regulations, or Executive Orders of either the President of the United States or the United States Secretary of Labor, concerning equal employment opportunity and minority business enterprises.

19. EXECUTION AND INCORPORATION BY REFERENCE


(a) Counterparts. This Lease, consisting of 22 pages, plus one (1) Exhibit has been executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

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(b) Exhibits. Exhibit A is attached and hereby made a part of this Lease, and incorporated by reference as if fully set forth herein.

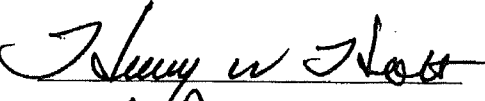
(c) Execution. This Lease has been executed at Fayetteville, NC, on the day and year first above written.

LESSOR: CITY OF FAYETTEVILLE

By: 
MARSHALL B. PITTS, JR., Mayor



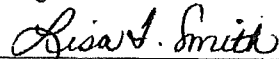
LESSEE: AIRBORNE AND SPECIAL
OPERATIONS MUSEUM FOUNDATION

By: 
Title: V. Pres.

ATTEST:


Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

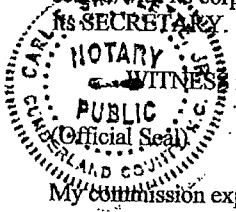

LISA T. SMITH
Chief Financial Officer

Approved for Legal Sufficiency


KAREN M. MCDONALD
City Attorney

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

I, CARL F. Shifflette, Jr., a Notary Public for said County and State, do hereby certify that CARROLL BEARD personally appeared before me this day and acknowledged that he/she is the SECRETARY of the AIRBORNE AND SPECIAL OPERATIONS MUSEUM FOUNDATION, a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ^{or vice} PRESIDENT, Henry W. Holt, sealed with its corporate seal and attested by CARROLL BEARD as its SECRETARY.

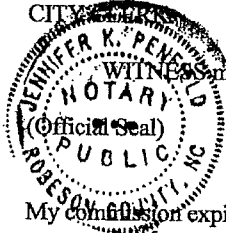


WITNES my hand and official seal this the 15th day of April, 2004.

Carl F. Shifflette, Jr.
NOTARY PUBLIC

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

I, Jennifer K. Penfield, a Notary Public for said County and State, do hereby certify that JANET C. JONES personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its MAYOR, MARSHALL B. PITTS, JR., sealed with its corporate seal and attested by JANET C. JONES as its CITY CLERK.



WITNES my hand and official seal this the 30th day of April, 2004.

Jennifer K. Penfield
NOTARY PUBLIC

The foregoing Certificate(s) of Carl F. Shifflette Jr, Jennifer K Penfield

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Patricia Nichols J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY, Deputy/Assistant - Register of Deeds

EXHIBIT "A"
TO THE AMENDED LEASE BY AND BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE AIRBORNE AND SPECIAL OPERATIONS MUSEUM
ENTERED INTO AS OF FEBRUARY 23, 2004

BEING ALL OF TRACT-B (DEMISED PROPERTY) as shown on that certain plat entitled "PROPERTY OF CITY OF FAYETTEVILLE, AIRBORNE AND SPECIAL OPERATIONS MUSEUM SITE" as recorded in PLAT BOOK 111, PAGE 172, Cumberland County, North Carolina Registry.

Specifically EXCLUDED from the above described property is all of the Airborne and Special Operations Museum building which is that area within the footprint of the Airborne and Special Operations Museum shown as "TRACT-A (MUSEUM BUILDING)" as shown on the aforementioned plat and an area extending five feet (5') from and parallel to the exterior of the Museum Building, the eastern property line of which extends to and is contiguous to the western right-of-way margin of Hillsboro Street.

F:\DATA\RICHARD\ASOM\Amd Lse Descrip