

NISSAN

NISSAN NORTH AMERICA, INC.
One Nissan Way
Franklin, TN 37067

April 16, 2013

David Overby
Madison County
P.O. Box 608
Canton, MS 39046

Re: 1421 East Peace St., Canton, MS

Mr. Overby,

This letter shall serve as notice that Nissan North America, Inc. has decided to exercise the 30-day Termination Option which is under "Term" of the Lease Agreement for the Parking Area located at 1421 East Peace St., Canton, MS. Your email response will serve as acknowledgement of the termination of the Lease Agreement. The termination will take effect as of May 17, 2013.

Sincerely,



Doug Stawinski
Senior Manager, Corporate Real Estate

Lease Agreement

This LEASE AGREEMENT ("Agreement"), made and entered into this 18th day of March, 2013 (the "Commencement Date"), by and between Madison County, a governmental entity, hereinafter referred to as "Landlord," and NISSAN NORTH AMERICA, INC., a California corporation, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Property is defined as 1421 East Peace St., Canton, Mississippi.

WHEREAS, the Landlord is the owner and operator of the Property; and,

WHEREAS, the Property contains an area suitable for the parking of Vehicles (the "Parking Area"). The Parking Area shall be further defined as any paved or gravel surface of the Property, excluding buildings or other improvements. The Parking Area of the Property is further defined in Exhibit A of this Agreement.

WHEREAS, the Landlord wishes to lease, demise and let unto Lessee, and Lessee wishes to take and lease from the Landlord, the Parking Area, for the operation of a parking area for truck trailers and other vehicles (collectively "Vehicles").

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the Landlord and Lessee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

Term

The Lessee shall exclusively have and hold the Parking Area, together with all rights and privileges thereto, for a period of one (1) month, commencing on the first date that Lessee parks Vehicles on the Assigned Area, and expiring after one (1) month. Thereafter, the term of this Lease Agreement shall be automatically extended on a month-to-month basis.

Lessee may terminate this Lease Agreement with at least 30 days advance written notice to the Landlord, at any time, for any reason. Following the initial 3 months of the Lease Agreement, Landlord may also terminate this Lease Agreement with at least 30 days advance written notice to Lessee. Upon termination of this Lease Agreement, Lessee shall be responsible for restoring the property to its original state, allowing for normal wear and tear.

Rent

Beginning on the Commencement Date, and continuing thereafter on a month to month basis, Lessee covenants to pay to the Landlord, monthly rent of \$2,000 for exclusive access to the Parking Area. Rent shall be due on the first day of each month following, but payable within the first fifteen days without penalty. Additionally, the Lessee shall be allowed 60 days for submission of the first payment due under the lease. The initial and final month rent may be prorated.

Lessee shall remit payment to Landlord at: PO Box 608, Canton, MS 39046-0608.

Security

Lessee shall be allowed 24/7 access to the Property during the term of this Lease Agreement for security purposes. Lessee shall be allowed to fence the Parking Area as necessary for Lessee's security needs, but Lessee shall remove all installed fencing at the expiration of this Lease Agreement. Lessee may also install additional lighting at Lessee's expense. Any lighting installed shall also be removed by Lessee at expiration of this Lease Agreement.

Liability

Lessee hereby releases Landlord from any liability associated with the Lessee's use or occupancy of the Property under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

LANDLORD:

Madison County

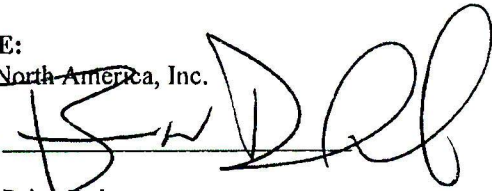
Signed: 

Name: David W. Overby

Title: County Administrator

LESSEE:

Nissan North America, Inc.

Signed: 

Name: Brian Delauter

Title: Director of Corporate Services

Contact for Landlord:

David W. Overby, CPA, County Administrator
PO Box 608
Canton, MS 39046
Phone: 601-855-5580

Contact for Tenant:

Brian Delauter
Director of Corporate Services
One Nissan Way
Franklin TN, 37067

Exhibit A

