BOOK 1152 205 71

Lease No.: DOTFA81S0~12800 Greenville, S.C.

6. (a) Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under the Lease which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent. or carriessus, or arbitrary; or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessor shall proceed diligently with the performance of the Lease and in accordance with the Contracting Officer's decision.

- (b) This clause it as not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; PROVIDED. That nothing in the Lease shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
- 7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom
- 8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except hona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.
 - 9. All notices sent to the parties under the lease shall be addressed as follows.

International Harvester Company, Real Estate Section

401 North Michigan Avenue

Chicago, Illinois 60611

To the Government:

DOT, FAA, Southern Region, ASO-56 P. O. Box 20636 Atlanta, Georgia 30320

FAA FORM 4423-2 Pg. 3 (8-76) Supersedes Previous Edition