

LEASE AGREEMENT

BETWEEN

HAMILTON COUNTY, TENNESSEE

AS LANDLORD

AND

JAILHOUSE PROPERTIES, LLC

AS TENANT

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made as of the Lease Date by and between HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (“**Landlord**”), and JAILHOUSE PROPERTIES, LLC, a Tennessee limited liability company (“**Tenant**”) (the words “Landlord” and “Tenant” to include their respective legal representatives, successors and permitted assigns where the context requires or permits).

WITNESSETH:

1. **Basic Terms.** This Section 1 contains the basic terms of this Lease. Capitalized terms used in this Lease will have the meanings given them in this Section 1 and elsewhere in this Lease, including SCHEDULE A hereto.

(a) <b>“<u>Premises</u>”</b>	Defined in <u>Section 2(a)</u> .
(b) <b>“<u>Building</u>”</b>	The building depicted on the site plan attached hereto as <u>EXHIBIT A-1</u> , commonly known as 601 Walnut Street, Chattanooga, Tennessee 37402.
(c) <b>“<u>Land</u>”</b>	That certain parcel of real property located in Hamilton County, Tennessee, as more particularly described in <u>EXHIBIT A-2</u> attached hereto.
(d) <b>“<u>Expiration Date</u>”</b>	The earlier of (1) the last day of the 35 <sup>th</sup> Lease Year after the Lease Date, as expressly may be extended hereby and (2) the termination of this Lease pursuant to its terms.
(e) <b>“<u>Security Deposit</u>”</b>	\$50,000.00
(f) <b>“<u>Permitted Use</u>”</b>	Commercial purposes permitted by applicable zoning regulations, all in accordance with the other provisions of this Lease, all applicable Governmental Requirements, and the Use Restrictions set forth on <u>EXHIBIT B</u> attached hereto (the “ <b><u>Use Restrictions</u></b> ”).
(g) <b><u>Addresses for notice</u></b>	<p>Tenant: Jailhouse Properties, LLC 601 Market Street, Fifth Floor Chattanooga, TN 37402 Attn: James K. White, III Email: jimmy.white@urbanstoryventures.com</p> <p>Copy to: Horton, Ballard &amp; Pemerton, PLLC 735 Broad Street, Suite 306 Chattanooga, TN 37402 Attn: Carol M. Ballard Email: cballard@hbplawfirm.com</p> <p>Landlord: Hamilton County, Tennessee c/o Hamilton County Attorney 625 Georgia Avenue Chattanooga, TN 37402 Attn: County Attorney Email: JanieV@hamiltontn.gov</p> <p>Copy to: Hamilton County Real Property Office 4005 Cromwell Road Chattanooga, TN 37421 Attn: Real Property Manager Email: LynnM@hamiltontn.gov</p>

(h) <b>“Guarantor(s)”</b>	James K. White, III Urban Story Ventures LLC
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2. **Lease of Premises.** In consideration of the rent and the mutual covenants contained herein, Landlord leases to Tenant, and Tenant leases and accepts from Landlord, the Land, together with and including all buildings, structures, driveways, parking lots, walkways, landscaping and other appurtenances thereto and all other improvements, at any time during the term of this Lease erected or situated thereon (the Land, Building and other such improvements are collectively referred to as the **“Premises”**), upon all the terms and provisions of this Lease.

3. **Term.**

(a) **Primary Term.** The lease of the Premises by Landlord to Tenant will be for a primary term (the **“Primary Term”**) commencing on the Lease Date and ending on the Expiration Date, as such dates may be revised pursuant to this Lease. The Primary Term, plus all renewals and extensions thereof, if any, are sometimes referred to collectively as the **“Term”**).

(b) **Lease Year.** The term **“Lease Year”** means the 12-month period commencing on the Lease Date, and each 12-month period thereafter during the Term; provided, however, if the Lease Date is a day other than the first day of a calendar month, the first Lease Year will include the period from and including the Lease Date to and including the last day of the Fractional Month in which the Lease Date occurs and will extend through the end of the twelfth full calendar month following the Lease Date.

(c) **Extension Options.** Landlord grants to Tenant five (5) options to extend the Term for a period of 10 years each time (the **“Extension Options”**). The Extension Options shall automatically go into effect unless Tenant provides notice of nonexercise at least six (6) months prior to the end of the then existing Expiration Date. When an Extension Option goes into effect, the Expiration Date will be deemed revised to be the last day of the extended Term, and leasing of the Premises by Tenant for such extended Term shall be subject to all of the same terms and conditions applicable during the Primary Term. Notwithstanding the foregoing, Landlord shall have the right to reject an Extension Option if an Event of Default is ongoing as of the date on which the extension period is scheduled to commence by delivering written notice to Tenant thereof, in which case this Lease shall terminate as of the date of Landlord’s notice as if such date was the Expiration Date hereunder.

4. **Rent.**

(a) **Base Rent.** Tenant will pay to Landlord annual base rent (**“Base Rent”**) in the amount of \$375,000.00 per Lease Year, commencing on the Lease Date, payable in advance, without demand, on or before the first day of each Lease Year during the Term. Commencing on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) Lease Year and continuing on the first (1<sup>st</sup>) day of each Lease Year thereafter during the Term, Base Rent shall increase by three percent (3%). If the Lease Date falls on a day other than the first day of a calendar month, or if the Lease expires or terminates on a day other than the last day of a calendar month, or if the Lease expires or terminates on a day other than the last day of a calendar month, then Base Rent will be apportioned pro rata for the resulting Fractional Month.

(b) **Additional Rent.** Tenant’s obligation to pay Additional Rent will begin to accrue on the Lease Date, except as otherwise provided in this Lease. To the extent Tenant is required to reimburse Landlord for any Additional Rent, then Landlord will deliver a written invoice to Tenant therefor with reasonable evidence of such costs and Tenant will pay Landlord within 15 days after the date of such delivery.

(c) **Net Lease.** Except for Landlord’s obligations specifically and expressly set forth herein, this Lease is an “absolute net lease,” so that this Lease shall yield to Landlord the rentals specified during the Term, and except as specifically and expressly set forth to the contrary, all costs, expenses and obligations of every kind and nature whatsoever relating to the operation, management, maintenance, repair, restoration and replacement of the Premises and all improvements and appurtenances related thereto or any part thereof, structural and non-structural, shall be performed and paid by Tenant. Tenant shall perform all of its obligations under this Lease at its sole cost and expense. As such, Tenant’s obligations arising or accruing during the Term to pay all Base Rent, Additional Rent, and all other payments hereunder required to be made by Tenant shall be absolute and unconditional, and Tenant shall pay all Base

Rent, Additional Rent and all other payments required to be made by Tenant under this Lease without notice (except as otherwise expressly and specifically set forth herein), demand, counterclaim, set-off, deduction, or defense and without abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any and every kind of and nature whatsoever. Except as specifically and expressly set forth in this Lease, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof that may arise or become due during the Term (whether the same shall become payable during the Term of this Lease or thereafter) shall be paid by Tenant, and Landlord is not responsible for any costs, charges, expenses or outlays of any nature whatsoever arising during the Term from or relating to the Premises or the use or occupancy thereof; and Landlord shall be indemnified and saved harmless by Tenant as provided in Section 11 below. Except as specifically and expressly set forth in this Lease, Tenant assumes the sole responsibility during the Term for the condition, use, operation, repair, maintenance, replacement of any and all components and systems of, and the underletting and management of, the Premises. It is the purpose and intention of the parties to this Lease that Landlord shall have no obligation or responsibility, of any nature whatsoever, to perform any tenant improvements, to provide any services, or to perform any repairs, maintenance or replacements in, to, at, or under the Premises, whether for the benefit of Tenant or any other party.

#### 5. **Security Deposit.**

(a) Payment of Security Deposit. Upon execution of this Lease, Tenant will pay the Security Deposit to Landlord as security for the performance by Tenant of the terms, covenants and conditions of this Lease.

(b) Commingled Funds. Any Security Deposit may be commingled with Landlord's other funds and will not bear interest.

(c) Event of Default. If an Event of Default occurs, Landlord may apply the Security Deposit to any sum due Landlord or which Landlord may expend by reason of the Event of Default.

(d) Replenishment of Security Deposit. If all or any portion of the Security Deposit is so applied by Landlord, Tenant will, within 5 days after written demand from Landlord, replenish the Security Deposit in full.

(e) Return of Security Deposit. If Tenant complies with all of the terms of this Lease, the Security Deposit will be returned to Tenant no more than 30 days after the later of: (i) the Expiration Date; and (ii) the date that Tenant delivers possession of the Premises to Landlord in the condition required in Section 28(b) below, and (iii) the date on which there are no remaining obligations of Tenant outstanding. Notwithstanding the foregoing, if no Event of Default has occurred at any time during the first 10 Lease Years of the Term, Landlord will return the Security Deposit to Tenant no more than 30 days after written request by Tenant following the expiration of such 10-Lease Year period.

(f) Transfer and Assignment of Security Deposit. Upon a sale of the Premises, Landlord will transfer (or credit) the Security Deposit to the purchaser and, upon any such transfer or credit, Landlord will be released from all liability for the return of the Security Deposit. Tenant will not assign or encumber the Security Deposit.

#### 6. **Taxes.**

(a) Definition of Taxes. The term "**Taxes**" shall mean, collectively, all taxes, rates, duties, levies, fees, charges, local improvement rates, imposts charges and assessments, including school taxes, water and sewer taxes, extraordinary and special assessments and all rates, charges, excises or levies, whether of the foregoing nature, and whether municipal, provincial, federal, regional, school, parking or otherwise, which may be levied, confirmed, imposed, assessed, charged or rated against the Premises or any part thereof or any furniture, fixtures, equipment or improvements therein, or against Landlord in respect of any of the same or in respect of any rental or other compensation receivable by Landlord and/or the owners of the Premises in respect of the same, including all of such Taxes which may be incurred by or imposed upon Landlord and/or the owners of the Premises or the Premises in lieu of or in addition to the foregoing including, without limitation, any Taxes on real property rents or receipts as such (as

opposed to a tax on such rents as part of the income of Landlord), any Taxes based, in whole or in part, upon the value of the Premises, any commercial concentration or similar levy in respect of the Premises.

(b) Payment of Taxes. In the event Taxes become payable with respect to the Premises, Tenant shall notify the appropriate taxing authorities to deliver directly to Tenant all statements and invoices for Taxes, effective as of the Lease Date. Tenant shall pay all Taxes at least 30 days prior to the date they become delinquent. As soon as practicable after the payment thereof, but in no event less than 15 days prior to the date they become delinquent, Tenant shall deliver to Landlord written evidence of each such payment. To the extent that any such Taxes are imposed upon Landlord, at Landlord's option, Tenant shall either pay such Taxes directly to the taxing authority or reimburse Landlord for such Taxes paid by Landlord. If the Term expires on a day other than the last day of a calendar year, then Tenant's liability for Taxes for such calendar year shall be apportioned by multiplying the amount of Taxes for the full calendar year by a fraction, the numerator of which is the number of days during such calendar year falling within the Term, and the denominator of which is 365.

7. Utilities. All Utilities will be separately metered for the Premises and Tenant shall cause all Utilities to be billed directly to Tenant by the applicable providers. Tenant's obligation for payment of all Utilities will commence on the earlier of: (i) the Lease Date; or (ii) Tenant's actual occupancy of any portion of the Premises. Tenant will establish an account with the Utility provider for each Utility and pay all charges for such Utilities prior to delinquency.

8. Maintenance and Repairs.

(a) Tenant Responsibility. Tenant, at Tenant's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Premises (including without limitation, all interior and exterior, roofing, structural, non-structural, landscaping and systems maintenance; repairs and replacements) that are necessary or desirable to keep all aspects of the Premises in good condition and repair, in a clean, safe and tenantable condition, and otherwise in accordance with all Governmental Requirements and the requirements of this Lease (as the context permits or requires, "Maintain" or "Maintenance"). Tenant shall Maintain all improvements, fixtures, equipment and Personal Property located in, or serving, the Premises in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto as and when necessary. Without limiting the foregoing, Tenant shall Maintain all drives, sidewalks, parking areas, external stairwells and landscaping on the Premises in a clean condition, free of accumulations of dirt, trash, snow and ice. Tenant shall suffer no waste or injury to any part of the Premises. In furtherance of the foregoing, unless otherwise agreed to by Landlord in writing, Tenant shall, at its sole cost and expense, maintain in full force and effect a property management contract ("Property Management Contract") for the management of the Premises with a reputable third-party property manager approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed), which may include a property manager affiliated with Tenant. If Tenant fails to comply with its obligation to maintain a Property Management Contract with a third-party approved by Landlord, Landlord shall have the right to enter into a Property Management Contract on Tenant's behalf, and Tenant will, within 15 days following demand by Landlord, reimburse Landlord, as Additional Rent, for 110% of Landlord's costs incurred in connection with entering into and maintaining such Property Management Contract. Landlord's exercise of the foregoing right will not be deemed to be in lieu of its other remedies for the associated default by Tenant, or to otherwise relieve Tenant of its obligations to Maintain the Premises in good condition and repair.

(b) Failure of Tenant to Maintain Premises. Tenant shall give Landlord prompt written notice of any defects or material damage to the Premises so as to keep Landlord reasonably apprised with respect to the condition of the Premises and the systems and improvements therein. Notwithstanding anything to the contrary contained herein, if Tenant refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, as required hereunder in a manner reasonably satisfactory to Landlord, Landlord shall have the right (but not the obligation) after 30 days' notice to Tenant (except in the event of an emergency, as reasonably determined by Landlord) to enter the Premises and make such repairs or perform such maintenance or replacements on behalf of and for the account of Tenant ("Landlord's Self-Help Right"). If Landlord exercises Landlord's Self-Help Right, Tenant shall be responsible for all costs and expenses incurred by Landlord in connection therewith, and Landlord will also be entitled to assess a market-based management fee, plus an administrative fee equal to 8% of the other costs and expenses incurred by Landlord. In the event Tenant fails to pay the total amount due to Landlord within 15 days after written demand therefor, Landlord shall be entitled to apply the Security Deposit to such amount, and Tenant will be required to replenish the Security Deposit as set forth in Section 5(d) above. Landlord will not be liable for inconvenience,

annoyance, disturbance or other damage to Tenant by reason of Landlord exercising Landlord's Self-Help Right at the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof; provided, however, that Landlord will use reasonable efforts not to disturb or otherwise interfere with Tenant's operations at the Premises in making such repairs or performing such work. For the avoidance of doubt, nothing herein implies any duty of Landlord to do any work required of Tenant under this Lease, but the performance of any such work by Landlord will not constitute a waiver of Tenant's default in failing to perform it.

**9. Use of Premises.**

(a) Permitted Use. Tenant will use the Premises: (i) solely for the Permitted Use and (ii) in compliance with applicable Governmental Requirements and the Use Restrictions. It is hereby acknowledged that applicable Governmental Requirements do not presently allow for alcohol consumption at the Premises. Tenant, at its sole cost and expense, shall be entitled to request the applicable governmental authorities to permit consumption of alcohol at the Premises, but Landlord makes no representation or warranty that alcohol consumption at the Premises will be permitted by Governmental Requirements, and Tenant hereby agrees to assume the risk that alcohol consumption will not be permitted at the Premises.

(b) Tenant's Specific Use. Landlord makes no representation or warranty that Tenant's use of the Premises is permitted by Governmental Requirements, and Tenant shall, at its sole expense, comply at all times with all Governmental Requirements arising from or out of Tenant's business or use or occupation of the Premises and Tenant's construction of any Improvements at the Premises, including, without limitation, procuring, maintaining, and making available for Landlord's inspection any required governmental licenses or permits. Tenant shall not use the Premises, or permit or fail to prevent the Premises to be used: (i) for any purpose or in any manner that violates any Governmental Requirement and/or the requirements of the insurance underwriter(s) for the Premises; (ii) for any purpose that alters the classifications or materially increases the rate of any insurance on the Premises or potentially subjects such insurance to cancellation; or (iii) to violate the certificate of occupancy issued for the Premises. Except as otherwise provided herein, Tenant shall not place, affix, or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material, or any other similar item or items outside the storefront, the glass panes and supports of the show windows, or any window, door, roof of the Premises, except such signs as Landlord shall approve in writing in accordance Section 13 herein. Tenant shall not overload the floor or any mechanical, electrical, plumbing, or utility systems serving the Premises or bring to or keep anything in or on the Premises that is not permitted under the Permitted Use or which would otherwise violate the terms of this Section 9.

(c) No Nuisance or Trespass. Tenant will not allow or permit any vibration, noise, odor, light or other effect to occur within or around the Premises that could constitute a legal nuisance or trespass with respect to any adjoining property or building or its owners or users, or any other occupant of the Building.

**10. Insurance.**

(a) Insurance Coverages Maintained by Tenant. From and after the Lease Date, Tenant will carry and maintain (or cause to be maintained), at its sole cost and expense, the following insurance coverages:

<b>Policy</b>	<b>Minimum Coverage Limits</b>	<b>Terms</b>
Commercial General Liability	<u>Primary</u> : \$2,000,000 per occurrence, \$4,000,000 aggregate.	<ul style="list-style-type: none"> <li>• Must be written on an occurrence (not claims made) basis.</li> <li>• Includes Broad Form Contractual Liability coverage or reasonable equivalent thereto.</li> <li>• Must cover Premises and Tenant's use thereof.</li> <li>• Extends to liability of Tenant arising out of indemnities by Tenant in <u>Section 11</u>.</li> </ul>
Commercial Auto Liability	\$1,000,000 per occurrence combined single limit.	<ul style="list-style-type: none"> <li>• Must cover operations of all owned, hired and non-owned vehicles.</li> </ul>
Workers' Compensation	As required by statute in state where Premises is located.	<ul style="list-style-type: none"> <li>• Must include a waiver of subrogation provision in favor of Landlord, any lender of</li> </ul>

Policy	Minimum Coverage Limits	Terms
		Landlord, and any property manager designated by Landlord.
Employer's Liability	\$1,000,000 per accident or illness, per employee and policy limit.	<ul style="list-style-type: none"> <li>• Must include a waiver of subrogation provision in favor of Landlord, any lender of Landlord, and any property manager designated by Landlord.</li> </ul>
"Following Form" Excess Liability	\$10,000,000 per occurrence, \$10,000,000 aggregate, per policy year.	
Special Form Property Insurance	<u>Premises, Improvements, Trade Fixtures and Personal Property</u> : 100% of the full replacement value from time to time during the Term.	<ul style="list-style-type: none"> <li>• Must include terrorism coverage and coverage for the perils of earthquake and flood, regardless of quake or flood zone.</li> <li>• Deductible must not exceed \$50,000/occurrence.</li> <li>• With respect to Special Form Property Insurance for all items other than Personal Property and trade fixtures, Landlord shall be named loss-payee.</li> <li>• Coverage shall be on a "replacement cost" basis for full value, with no coinsurance relating to coverage associated with the Improvements</li> </ul>
Liquor Liability Insurance*	\$1,000,000 per occurrence, \$2,000,000 aggregate.	<ul style="list-style-type: none"> <li>• Must name Landlord as an additional insured.</li> <li>• Must be in form and substance acceptable to Landlord.</li> <li>• Must cover bodily injury, death, loss of means of support, and property damage on an occurrence basis and any and all liability arising by virtue of applicable federal or state laws, regulations, and local ordinances relating to the service of alcohol, any amendments or supplements thereto, or any kindred legislation concerning the use, sale, or giving away of alcoholic liquors.</li> </ul>

\*Inclusion of Liquor Liability Insurance shall not be construed as a representation by Landlord to Tenant that alcohol is permitted at the Premises or as otherwise modifying the terms of Section 9(a).

Landlord reserves the right to require Tenant to procure insurance in amounts and against such other risks as may be customarily insured from time to time during the Term by prudent owners of similar properties.

(b) Insurance Requirements. All policies of the insurance provided for in Section 10(a) must be issued in form reasonably acceptable to Landlord and must:

i.) Insurance Rating: be issued by insurance companies: (1) with a rating of not less than "A" (or such other rating as may be required by a Lender having a lien on the Premises) and having a financial size of not less than Class X in the most current available "Best's Insurance Reports" or any successor thereto (or if there be none, an organization having a national reputation); and (2) licensed to do business in the state in which the Building is located.

ii.) Additional Insureds: name Landlord, Landlord's property manager, Lender and any other party reasonably designated by Landlord, as an additional insured on a primary and non-contributory basis, with the exception of Worker's Compensation, Employer's Liability and Special Form Property Insurance on trade fixtures and Personal Property.

iii.) Certificate of Insurance: be delivered to Landlord through a certificate of insurance on an Acord form 25, 27, or 28, as applicable, evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this Lease, and otherwise in a form acceptable to Landlord, prior to the Lease Date or any earlier entry into the Premises by Tenant or Tenant's Affiliates and thereafter at least 30 days prior to the expiration of each such policy, and, as often as any such policy expires. Renewal or additional policies must be procured and maintained by Tenant in like manner and to like extent.

iv.) Notice of Cancellation: contain a provision that the insurer will give to the first named insured at least 30 days advance written notice of policy cancellation for reasons other than non-payment of premium and 10 days advance written notice of policy cancellation for non-payment of premium. Furthermore: (1) if Tenant intends to provide substitute coverage or change its insurance carrier, Tenant will give to Landlord at least 30 days advance written notice of any such substitution or change; and (2) Tenant will provide to Landlord, within 5 days after receipt, a copy of any notice of cancellation or change of coverage sent to Tenant by any carrier providing any of the insurance policies provided by Tenant pursuant to this Section 10.

(c) Failure to Maintain Insurance. If Tenant fails to maintain the insurance coverage required by this Section 10, then Landlord may, in addition to its other remedies, upon 10 days advance written notice to Tenant (unless such coverage has lapsed or will lapse, in which event no such notice will be necessary), procure such policies of insurance and Tenant will, within 15 days following demand by Landlord, promptly pay Landlord 110% of the cost of such policies as Additional Rent.

(d) Mutual Release; Waiver of Subrogation.

i.) Mutual Release. Notwithstanding anything to the contrary contained in this Lease, Landlord hereby releases Tenant, and Tenant hereby releases Landlord, Lender and their respective partners, principals, members, officers, shareholders, directors, agents, employees and affiliates from any and all liability for loss, damage or injury to the property of the other, whether located in or about the Premises or elsewhere, **including any loss or damage caused or alleged to be caused by the negligence of the party against whom claims are waived**, which results from an event which is covered by insurance actually carried and in force at the time of the loss (or which would have been covered but for a failure to maintain insurance coverage that was required to be maintained under this Lease) by the party sustaining such loss.

ii.) Waiver of Subrogation. Each of Landlord and Tenant hereby waives all rights of subrogation of its insurers and will cause its insurance policies to be endorsed such that said waiver of subrogation does not affect the right of the insured to recover thereunder.

(e) Landlord Insurance. Landlord may carry commercial general liability insurance, contingent property insurance, and any other insurance reasonably required by Lender from time-to-time (collectively, "**Landlord Insurance**"), and Tenant will reimburse Landlord for the costs of Landlord Insurance when invoiced for same, as Additional Rent.

## 11. Indemnity.

(a) Waiver. Landlord, its affiliates, partners, officers, directors, members, trustees, employees, agents and Lenders shall have no liability for, and shall not assume any liability or responsibility with respect, to the conduct or operation of the business to be conducted on the Premises and shall have no liability for any claim of loss of business or interruption of operations, or any consequential, special, or punitive damages or indirect losses whatsoever. Any motor vehicles, parts, goods, furnishings, fixtures, property or personal effects placed or stored in or about the Premises shall be at the sole risk of Tenant, and Landlord, its affiliates, employees and agents shall not be responsible or liable for such property. To the fullest extent permitted by law, Tenant waives (and will cause Tenant's Affiliates to waive) all claims against Landlord arising from any liability described in this Section 11(a). Without limiting the

generality of the foregoing, the foregoing waiver shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas, or odors or by the bursting, leaking, or dripping of pipes, faucets, and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind, including, without limitation, damage arising from the acts or negligence of occupants of adjacent property or the public. Tenant further agrees that all Tenant's Improvements, trade fixtures, equipment, and all other Personal Property in the Premises or the Building shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Notwithstanding the foregoing, Landlord shall not hereby be exculpated from any liability arising from Landlord's or its agents' gross negligence or intentional misconduct.

(b) Indemnity. Tenant shall indemnify, defend upon request and hold Landlord, its affiliates, partners, officers, directors, members, trustees, employees, agents and Lenders harmless from and against, all demands, causes of action, judgments, costs, damages, claims, liabilities, expenses (including Legal Costs, disbursements and actual costs), losses, penalties and court costs suffered by or claimed against any of them, directly or indirectly, to the extent based on or arising out of, in whole or in part: (a) the use, condition, operation, maintenance, repair, alteration, and occupancy of the Premises or the business conducted therein or therefrom, (b) any activity, condition or occurrence in or about the Premises, (c) any act, omission, negligence or willful misconduct of Tenant or Tenant's Affiliates, (d) contamination of the Premises or the ground waters thereof, any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sewer system, or release or existence of Hazardous Materials on the Premises (irrespective of whether there has occurred a violation thereof) relating to the Premises, (e) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or Tenant's Affiliates of any of the terms, provisions, representations, warranties, covenants or conditions of this Lease on Tenant's part to be performed, including without limitation, the failure to comply with Governmental Requirements, (f) easements or other agreements entered into by Landlord at the request of Tenant following the Lease Date, and (g) any accident, injury, death or damage to the person, property or business of Tenant or Tenant's Affiliates, or any other person that shall happen at, in, upon, or arising out of the Premises, however occurring. Landlord need not have first paid any such claim to be so indemnified and held harmless by Tenant. Tenant, upon written notice from Landlord, shall defend any claim against Landlord at Tenant's sole expense, using legal counsel reasonably satisfactory to Landlord.

(c) Survival. This Section 11 will survive the Expiration Date with respect to any damage, bodily or personal injury, illness or death occurring prior to the Expiration Date.

## 12. Tenant's Trade Fixtures.

(a) Installation. Tenant may install trade fixtures within the Building; provided that (i) if the installation of any trade fixture will impact the Base Building (as hereinafter defined), Landlord's prior written approval will be required (not to be unreasonably withheld, conditioned or delayed), and (ii) such installation shall be performed in compliance with the Rules and Regulations and applicable Governmental Requirements. For purposes of this Lease, "Base Building" means the roof, foundation, structural components, and systems of the Building.

(b) Removal. Tenant, at its expense, will remove all of its trade fixtures from the Premises by the end of the Term; provided, however, that Tenant will comply with the Rules and Regulations and applicable Governmental Requirements in performing such removal and will repair any damage caused by the installation or removal of all trade fixtures.

## 13. Signs.

(a) Exterior Walls. All signs, advertisements or notices installed or displayed on the windows or exterior walls of the Building or on any exterior portion of the Premises shall require Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed) and shall otherwise conform to all applicable Governmental Requirements and any insurance requirements. Tenant shall obtain and pay for all permits and licenses required in connection with any sign and shall be responsible for the proper installation thereof. For the avoidance of doubt, any signage Tenant desires to install within the interior of the Building will not require Landlord's prior written approval but shall be subject to the other terms of this Section 13(a).

(b) Compliance. Landlord shall have the right, without notice to Tenant and at Tenant's sole risk and expense, to remove any items displayed or affixed in or to the Premises which Landlord in good faith determines to be in violation of the provisions of this Lease. All signs installed by Tenant shall be insured and shall be maintained by Tenant at all times in first class condition, operating order, and repair. Tenant shall commence to repair any of Tenant's signs which have been damaged within 10 days after such damage occurs. Tenant shall perform such other maintenance to its signs and canopies as Landlord shall reasonably request. If Tenant fails to repair any of its signs as specified above, Landlord shall have the right to make such reasonable repairs as Landlord deems necessary at Tenant's sole cost and expense.

(c) Removal of Signs. Tenant, at its expense, will remove all of its signs from the Premises by the Expiration Date; provided, however, that Tenant will comply with the Rules and Regulations and applicable Governmental Requirements in performing such removal and will repair any damage caused by the installation or removal of its signs.

14. Governmental Requirements. Tenant, at Tenant's expense, will promptly comply with all Governmental Requirements relating to the Premises and/or Tenant's use of all portions thereof. For the avoidance of doubt, Tenant will be required to complete any Code Modifications required with respect to any portion of the Premises at its own expense. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Premises and shall promptly take and pay for all substantial and non-substantial actions necessary to comply with all Governmental Requirements applicable to the use by Tenant of the Premises, including, without limitation, the Occupational Safety and Health Act (29 U.S.C. §§ 651 to 678), as amended from time to time, and the Americans with Disabilities Act of 1990, (42 U.S.C. §§ 12101 to 12213), as amended by the Americans with Disabilities Act Amendments of 2008 (Pub. L. No. 110-325) (collectively, the "**ADA**"). Tenant will promptly send to Landlord a copy of any written notice received by Tenant alleging a failure to comply with Governmental Requirements or purporting to require a Code Modification.

15. Environmental Matters.

(a) Compliance with Laws. Tenant will cause all activities at the Premises to be conducted in compliance with Environmental Laws.

(b) Permits. Tenant covenants that it will obtain prior to the Lease Date, all permits, licenses or approvals required by any applicable Environmental Laws necessary for Tenant's operation of its business at the Premises.

(c) Use of Hazardous Substances.

i.) Prohibition. Tenant will not cause or permit any Hazardous Substances to be brought upon, kept or used at the Premises without the prior written approval of Landlord; provided that the approval of Landlord will not be required for the use of cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities reasonably necessary for and consistent with ordinary office use or routine janitorial service.

ii.) Hazardous Materials Disclosure Certificate. On or before the Lease Date, Tenant has completed and delivered to Landlord the Hazardous Materials Disclosure Certificate attached hereto and incorporated herein as EXHIBIT C (the "**Hazmat Certificate**"); Tenant completed the Hazmat Certificate based upon the nature of Tenant's proposed business operations at the Premises, and Tenant acknowledges that Landlord and Lender may rely upon Tenant's completed Hazmat Certificate. Tenant shall deliver an updated and current Hazmat Certificate to Landlord on each anniversary of the Lease Date, and at other times as reasonably requested by Landlord.

iii.) Hazmat Recommendations. Landlord reserves the right to impose additional recommendations or requirements upon Tenant (including, without limitation a requirement for Tenant to carry additional insurance) if Landlord reasonably determines that, based on updated Hazmat Certificates, Tenant's activities may expose Landlord to additional risk in the absence of the implementation of such recommendations or requirements ("**Hazmat Recommendations**"). Tenant will implement and incorporate any Hazmat Recommendations into its operations at its own cost. For the avoidance of doubt: Landlord will not be required to request updated Hazmat Certificates or to make Hazmat Recommendations; Landlord's right to do so shall not be deemed an assumption by

Landlord of operation or control of Tenant's operations, and Landlord's failure to do so will not be deemed to be a default by Landlord or to modify Tenant's obligations under this Lease. In any event, if Tenant refuses to implement Hazmat Recommendations, Landlord shall have the right (but not obligation) to implement such Hazmat Recommendations, Tenant shall be responsible for any reasonable costs and expenses incurred by Landlord as a result thereof, and Tenant shall reimburse Landlord for such costs as Additional Rent within 10 days of Landlord's delivery of written demand therefor. Regardless of whether Landlord makes Hazmat Recommendations or enforces Tenant's obligation to deliver Hazmat Certificates, Tenant will not be relieved of its covenants and obligations in this Section 15, and Tenant's indemnity set forth in subsection (g) below shall apply to any claim or liability against Landlord arising out of Tenant's use and storage of Hazardous Substances at the Premises (whether disclosed in the Hazmat Certificates or not).

(d) Release of Hazardous Substances. In any event, Tenant will not cause or permit the release of any Hazardous Substances into the air, water or land, or into the Premises in any manner that violates any Environmental Laws. If such release of any Hazardous Substances occurs, Tenant will notify and keep Landlord reasonably informed of such release.

(e) Remediation. If such release of any Hazardous Substances occurs, Tenant will do the following:

i.) Contain and Control: take all steps reasonably necessary to contain and control such release and any associated Contamination;

ii.) Investigate and Clean-Up: investigate and clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws; and

iii.) Notify: notify and keep Landlord reasonably informed of such release and response.

(f) Hazardous Activities. In any event, Tenant will not cause or permit the following:

i.) Regulated Facility: any activity which would cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under applicable Environmental Laws (including, without limitation, RCRA);

ii.) Storm Sewer: the discharge of Hazardous Substances into the storm sewer system serving the Premises; or

iii.) UST: the installation of any underground storage tank or underground piping on or under the Premises.

(g) Environmental Indemnity.

i.) General Indemnification. Tenant will indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord, by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances at the Premises by any party other than Landlord at any time (including, without limitation, prior to the Lease Date) or by reason of Tenant's breach of any of the provisions of this Section 15.

ii.) Expenses, Losses and Liabilities. Expenses, losses and liabilities, as referenced in Section 15(g)(i), will include, without limitation, the following:

A. Compliance: Landlord expenses to comply with any Environmental Laws;

B. Studying or Removing: costs that Landlord may incur in studying, remedying, removing, disposing or otherwise addressing any Contamination or Hazardous Substances at or arising from the Premises;

C. Penalties: fines, penalties or other sanctions and any liens or claims, including but not limited to natural resource damages claims, assessed upon Landlord; and

D. Professional Fees: legal and professional fees and costs incurred by Landlord in connection with the foregoing.

iii.) Survival. The indemnity contained in this Section 15(g) will survive the Expiration Date.

16. AS-IS. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE PREMISES AS IS, WHERE IS AND WITH ALL FAULTS. TENANT ACKNOWLEDGES THAT LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) LANDLORD'S TITLE THERETO, (v) VALUE, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATION, (viii) USE, (ix) CONDITION, (x) MERCHANTABILITY, (xi) QUALITY, (xii) DESCRIPTION, (xiii) DURABILITY (xiv) OPERATION, (xv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, OR (xvi) COMPLIANCE OF THE DEMISED PREMISES WITH ANY LAW OR LEGAL REQUIREMENT; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION 16 HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE DEMISED PREMISES, ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.

17. Tenant Alterations.

(a) Alteration Process.

i.) Right to Alter. Tenant shall have the right to alter the Premises (each a "**Tenant Alteration**") in connection with Tenant's Permitted Use, including but not limited to, installation of fixtures and equipment. Notwithstanding anything herein to the contrary, any Tenant Alterations which will impact the Base Building shall require Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed). As part of its approval process, Landlord may require that Tenant submit plans and specifications and provide a schedule of values related to the proposed Tenant Alteration. Landlord shall have the right to charge a reasonable fee (payable to either Landlord or its designee) to account for its internal costs of reviewing plans and/or any oversight or monitoring of Tenant's activities that Landlord elects to undertake (the "**Tenant Alteration Monitoring Charge**").

iii.) Standard for Tenant Alterations. All Tenant Alterations will be performed in accordance with all applicable Governmental Requirements and in a good and workmanlike manner with first-class materials.

iv.) Tenant Insurance. Tenant will maintain (and will require its contractors to maintain) insurance reasonably satisfactory to Landlord during the construction of all Tenant Alterations.

v.) Removal of Tenant Alterations. At Landlord's election, Tenant will, at its sole cost and expense and by the end of the Term, remove the Tenant Alterations and repair and restore the Premises to good condition and repair.

vi.) Surrender of Tenant Alterations. Except as otherwise provided in Section 12 and in this Section 17, all Tenant Alterations and all other property installed on the Premises by or on behalf of Tenant will immediately upon installation become the property of Landlord and will be surrendered to Landlord on the Expiration Date.

(b) No Liens.

i.) General Prohibition. Tenant will not permit any lien on account of labor, material or services furnished in connection with work of any character performed or claimed to have been performed at the Premises.

ii.) Discharge of Liens. If any lien is filed against the Premises, Tenant will discharge such lien by payment or bonding within 10 days after Tenant has actual knowledge of the existence of the lien.

iii.) Landlord Cure Right. If Tenant fails to timely discharge such lien, Landlord may, without investigation of the validity of the lien claim (and in addition to any other rights and remedies), discharge such lien and Tenant will reimburse Landlord upon demand for all charges, costs and expenses incurred by Landlord in connection therewith, including, without limitation, Legal Costs.

iv.) No Implied Consent. Nothing contained in this Lease will be construed as a consent or authorization by Landlord to allow any person claiming through or under Tenant to file or otherwise subject the Premises to any lien or claim of any nature under any law.

(c) Survival. Tenant's obligations set forth in this Section 17 shall expressly survive termination of the Lease.

18. Fire and Other Casualty.

(a) Obligation to Restore. If the Improvements are totally or partially damaged or destroyed by fire or other casualty ("**Casualty Damage**"), then promptly after such Casualty Damage, Tenant shall repair, rebuild or restore all damaged Improvements on or about the Premises so as to restore the Premises to the condition in which they were immediately prior to the occurrence of the Casualty Damage ("**Casualty Restoration**"), irrespective of whether any insurance proceeds are adequate or available to repair, rebuild or replace the same.

(b) Insurance Proceeds. All Casualty Restoration shall be at Tenant's expense; provided, however, that to the extent necessary to effect such repair, rebuilding or restoration, Landlord will, subject to the rights of any existing Lender under a Mortgage, make available to Tenant the net proceeds of any fire or other casualty insurance paid to Landlord after deduction of any actual costs incurred in connection with the collection thereof, including Legal Costs ("**Net Insurance Proceeds**"). Release of such Net Insurance Proceeds shall be made to Tenant or Tenant's contractors from time-to-time as the work progresses in accordance with reasonable procedures customarily required in connection with disbursement of construction loan proceeds. If the Net Insurance Proceeds are not adequate, Tenant shall pay, out of funds other than such Net Insurance Proceeds, the amount by which the Casualty Restoration costs exceed such Net Insurance Proceeds and shall furnish proof to Landlord of the payment of such excess for work performed, before Landlord shall release any part of such Net Insurance Proceeds.

(c) Restoration Process. Tenant shall deliver to Landlord for Landlord's approval the plans and specifications relating to the Casualty Restoration, as well as a schedule setting forth the estimated periodic draws for such work. Upon Landlord's approval thereof, Tenant will begin such Casualty Restoration and will prosecute the same to completion with diligence and in accordance with the same requirements relating to Tenant Alterations. Landlord and its architects and engineers shall have the right, at Tenant's expense (to be reimbursed to Landlord as Additional Rent), to conduct reasonable inspections of the Premises from time to time during the Casualty Restoration. In no event, however, shall Landlord have any liability whatsoever for any defects in the design or construction, or the compliance of the plans and specifications with Governmental Requirements.

(d) Rent Abatement. In no event shall any Casualty Damage allow Tenant to abate the payment of Base Rent or Additional Rent or terminate this Lease.

(e) Survival. The provisions of this Section 18 shall expressly survive termination of the Lease.

19. Condemnation.

(a) Total Condemnation.

i.) Termination of Lease. If a material portion of the Building is Condemned and the remaining portion thereof is not usable by Tenant for the Permitted Use (as reasonably determined by Landlord), or if the entirety of the Building is Condemned, this Lease will terminate as of the earlier of the date (the "Condemnation Date") that: (A) title to the condemned real estate vests in the condemnor; and (B) Tenant is deprived of possession of the Building as a result of the Condemnation.

ii.) Apportionment of Rent. In such event: (A) the Rent will be apportioned and paid in full by Tenant through the Condemnation Date; (B) all Rent prepaid for periods beyond the Condemnation Date will be repaid by Landlord to Tenant; and (C) neither party will have any liability hereunder after the Condemnation Date, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such Condemnation Date will survive.

(b) Partial Condemnation.

i.) Restoration of Premises. If only part of the Premises is Condemned and this Lease does not terminate pursuant to Section 19(a), Tenant will restore any resulting damage to portions of the Improvements to a condition as nearly comparable as reasonably practicable to the condition thereof immediately prior to the Condemnation ("Condemnation Restoration").

ii.) Rent Adjustment. There will be an equitable adjustment to the Rent based on the actual loss of use of the Building suffered by Tenant from a partial Condemnation described in Section 19(b)(i).

(c) Award.

i.) Award for Taking. Landlord will receive the entire award in any proceeding with respect to any Condemnation, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant will receive no part of such award (except to the extent disbursed in connection with Condemnation Restoration pursuant to subsection (iii) below).

ii.) Tenant Claim. Nothing contained herein will be deemed to prohibit Tenant from making a separate claim against the condemnor, to the extent permitted by law, for the value of Tenant's moveable trade fixtures, machinery and moving expenses, provided that the making of such claim does not diminish Landlord's award. Except as aforesaid, Tenant hereby waives all claims against Landlord and all claims against the condemnor, and Tenant hereby assigns to Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in the value of any leasehold interest.

iii.) Proceeds for Restoration. If only part of the Premises is Condemned and the Lease does not terminate pursuant to Section 19(a), the net proceeds of any Condemnation award recovered by reason of any taking or Condemnation of the Premises in excess of the cost of collecting the award and in excess of any portion thereof attributable to the then-current market value of the land taken or Condemned (such excess being hereinafter called the "Net Condemnation Proceeds") shall be held in trust by Landlord (or its Lender, as the case may be) and released for the purpose of paying the fair and reasonable cost of Condemnation Restoration. Such Net Condemnation Proceeds shall be released to Tenant or Tenant's contractors from time to time as the Condemnation Restoration progresses in the same manner as Net Insurance Proceeds are to be released in connection with a Casualty Restoration (and the same requirements set forth in Section 18(c) shall apply). Likewise, prior to the commencement of the Condemnation Restoration work, Tenant shall deliver to Landlord reasonable proof that such Net Condemnation Proceeds are adequate to pay the cost of such restoration. If such Net Condemnation Proceeds are not adequate, Tenant shall pay, out of funds other than such Net Condemnation Proceeds, the amount by which such cost will exceed such Net Condemnation Proceeds and shall furnish proof to Landlord of the payment of such excess for work performed

before Landlord shall release any part of such Net Condemnation Proceeds. If such Net Condemnation Proceeds are more than adequate, the amount by which such Net Condemnation Proceeds exceed the cost of Condemnation Restoration will be retained by Landlord or applied to repayment of any Mortgage secured by the Premises.

20. **Tenant's Default.**

(a) **Event of Default.** The occurrence of any of the events listed below will constitute an "**Event of Default**" of Tenant under this Lease.

i.) **Failure to Pay Rent.** Tenant fails to pay any Rent when due, and such failure continues for more than 10 days after Landlord gives written notice to Tenant of such failure;

ii.) **Repeated Failure to Pay Rent.** Tenant fails to pay any Rent when due more than 2 times in any period of 12 months, notwithstanding that such payments have been made within the applicable cure period;

iii.) **Governmental Requirements.** Tenant fails to comply with Section 14 or Section 15 of this Lease, and such failure continues for more than 15 days after Landlord gives Tenant written notice of such failure;

iv.) **Failure to Discharge Lien.** Tenant fails to discharge any lien against the Premises in accordance with Section 17(b);

v.) **Failure to Maintain Insurance.** Tenant fails to maintain in force all policies of insurance required by this Lease or fails to provide Landlord with evidence of such insurance, and either of such failures continues for more than 15 days after Landlord gives Tenant written notice of such failure;

vi.) **Bankruptcy.** (A) Tenant or any guarantor of this Lease is bankrupt (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within 60 days of commencement); (B) a receiver, custodian, or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or of any guarantor of this Lease, which appointment is not vacated within 60 days following the date of such appointment; or (C) Tenant or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

vii.) **Holdover.** Tenant fails to vacate the Premises by the Expiration Date, in accordance with Section 28(b) (no notice-and-cure right is afforded in connection with a Holdover);

viii.) **Abandonment.** Tenant vacates, abandons, or fails to use the Premises for the Permitted Use for a period in excess of 30 days, except that Tenant shall not be deemed to have abandoned or vacated the Premises when and to the extent that the Premises are untenantable by reason of damage by fire, other casualty or condemnation;

ix.) **Other Default.** Tenant fails to perform or observe any other term of this Lease and such failure continues for more than 30 days after Landlord gives Tenant written notice of such failure, or, if such failure cannot be corrected within such 30-day period, if Tenant does not commence to correct such default within said 30 day period and thereafter diligently prosecute the correction to completion within a reasonable time (but in no event later than 90 days after Landlord's notice of default); or

x.) **Repeated Failure to Perform.** Tenant fails to perform or observe the same term, covenant or provision of this Lease more than 2 times in any period of 12 months, notwithstanding that performance has been made within the applicable cure period under subsection (ix) above.

(b) **Landlord's Remedies.** Upon the occurrence of any Event of Default, at Landlord's option, without any demand or notice whatsoever (except as expressly required in this Section 20) Landlord may enforce any of the following remedies:

i.) **Termination of Lease:** Landlord may give Tenant notice of termination, in which event this Lease will terminate on the date specified in such notice and all rights of Tenant under this Lease and to the Premises will terminate, and:

A. Tenant Remains Liable: Tenant will remain liable for all obligations under this Lease arising up to the date of such termination.

B. Surrender of Premises: Tenant will surrender the Premises to Landlord on the date specified in such notice.

ii.) Termination of Lease with Recovery of Damages:

A. Termination Right; Calculation of Damages: Landlord may terminate this Lease as provided in Section 20(b)(i) and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination, is calculated as follows (and which will be immediately due and payable):

1. Lost Rental Value: the positive difference, if any, of: (a) the Base Rent, Additional Rent and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the scheduled Expiration Date had this Lease not been terminated (the "Remaining Term"), minus (b) the aggregate reasonable rental value of the Premises for the Remaining Term (which positive difference, if any will be discounted to present value at the Treasury Yield for the Remaining Term); plus

2. Landlord Expenses: the costs of recovering possession of the Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, Legal Costs, expenses of preparing the Premises for re-letting, demolition, repairs, tenant finish improvements, unamortized balance of the Landlord's Work Allowance or Tenant's Work Allowance, any abated rent, and brokers' commissions; plus

3. Unpaid Rent: the unpaid Base Rent and Additional Rent owed as of the date of termination plus any interest and late fees due hereunder, plus other amounts owing on the date of termination by Tenant to Landlord under this Lease or in connection with the Premises.

iii.) Repossession of Premises.

A. Landlord Repossession of Premises. Without terminating this Lease, in its own name but as agent for Tenant, Landlord may, to the extent permitted under applicable laws, enter into and upon and take possession of the Premises or any part thereof.

B. Removal of Tenant Property. Any property remaining in the Premises may be removed and stored at the cost of, and for the account of, Tenant without Landlord becoming liable for any loss or damage which may be occasioned thereby unless caused by Landlord's willful misconduct.

C. Right to Relet. Thereafter, Landlord may, but will not be obligated to, lease to a third party the Premises or any portion thereof upon such terms and conditions as Landlord may deem or desirable in order to relet the Premises, but without relieving Tenant of its liability.

D. Right to Terminate. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default, provided same has not been cured.

iv.) Other Remedies: Landlord may pursue such other remedies as are available at law or equity.

Mention in this Lease of any particular remedy of Landlord does not preclude Landlord from any other remedy, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy will be exclusive or dependent upon any other remedy, and the remedies are cumulative and not alternative.

(c) Application of Funds. If this Lease terminates as a result of, or while there exists, an Event of Default, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such termination or Event of Default.

(d) No Waiver.

i.) No Implied Acceptance or Surrender. No agreement to accept a surrender of the Premises and no act or omission by Landlord or Landlord's agents during the Term will constitute an acceptance or surrender of the Premises unless made in writing by Landlord.

ii.) No Implied Termination. No re-entry or taking possession of the Premises by Landlord will constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant.

iii.) No Implied Waiver. Landlord's acceptance of Base Rent or Additional Rent in full or in part following an Event of Default hereunder will not be construed as a waiver of such Event of Default.

(e) Application of Rent. Whenever an Event of Default has occurred, any payment of Rent by Tenant, any other payment of any nature tendered by Tenant to Landlord and any other amount of money collected or received by Landlord from any reletting of the Premises pursuant to this Section 20 will be applied in such order as Landlord may elect toward payment of all amounts due from Tenant to Landlord pursuant to this Lease.

21. **Landlord's Right of Entry**. Tenant will permit Landlord and the authorized representatives of Landlord to enter the Building and other portions of the Premises at all reasonable times for the purposes of: (i) inspecting the Premises; (ii) assessing Tenant's compliance with this Lease and performing Landlord's obligations under this Lease; (iii) performing any of Landlord's construction or maintenance and repair responsibilities; and (iv) exhibiting the Premises to any Lender, any prospective purchaser, investor or lender, and during the last 24 months of the Term, any prospective tenant; provided that, except in the case of an emergency, Landlord will give Tenant reasonable prior notice of Landlord's intended entry into the Building.

## 22. **Financing**

(a) Subordination and Attornment.

i.) Subordination: This Lease and all rights of Tenant hereunder are subordinate to any Mortgage and foreclosure of any Mortgage which may now or hereafter affect or encumber the Premises or any portion thereof.

ii.) Attornment. If, in connection with foreclosure of a Mortgage or other taking of possession of the Premises pursuant to a Mortgage, a Lender (or a nominee of the Lender or other purchaser at foreclosure) elects to succeed to the rights of Landlord under this Lease, Tenant will attorn to such successor as landlord under this Lease, without change in the terms and provisions of this Lease, and will promptly execute and deliver any instrument reasonably required by such successor to evidence such attornment; provided, however, that such successor will not be bound by:

A. Advanced Rent Payment: any payment of Base Rent or Additional Rent more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, and then only if such prepayments have been deposited with and are under the control of such successor;

B. No Lender Consent: any provision of any amendment to this Lease to which Lender has not consented in writing; or

C. Defaults of Prior Landlords: the defaults of any prior landlord under this Lease, including, without limitation, any offset against Rent arising out of the defaults of any prior landlord under this Lease.

iii.) Execution of Instruments. Tenant will, in confirmation of the subordination and attornment set forth in this Section 22 and, notwithstanding that such subordination and attornment is self-operative, upon written demand by Landlord, execute any instrument reasonably requested by Landlord or Lender to evidence such subordination and attornment.

(b) Lease Superior Upon Request. At any time during the Term, any Lender may, by written notice to Tenant, make this Lease superior to the lien/security title of its Mortgage. If requested by Lender, Tenant will, upon demand, at any time or times, execute, acknowledge and deliver to Lender, any and all instruments that may be necessary to make this Lease superior to the lien/security title of any Mortgage.

(c) Leasehold Financing. Tenant shall have the right, from time to time without approval of Landlord, to subject Tenant's interest under this Lease to leasehold Mortgages (each, a "Leasehold Mortgage") to finance the cost of Improvements; provided, that, in all events, any such Leasehold Mortgages will be subject and subordinate to this Lease and the interest of Landlord hereunder. Landlord shall, within a reasonable period of time following the request of Tenant and subject to Tenant reimbursing Landlord for its legal fees and other costs, provide a commercially reasonable recognition agreement or similar agreement requested by the lender under the Leasehold Mortgage providing for (among other things) the following:

i.) Notices of default by Tenant under the Lease to be delivered to the holder of the Leasehold Mortgage, together with the right, but not the obligation, of the holder of the Leasehold Mortgage to cure any such default within the cure period prescribed herein for such default.

ii.) In the event of termination or rejection of this Lease by or for Tenant in any bankruptcy or similar creditor/debtor proceedings prior to the expiration of the Term, Landlord will, following the request of the holder of the Leasehold Mortgage, enter into a new lease, on the same terms and conditions set forth in this Lease, for the remainder of the Term; provided that (A) the holder of the Leasehold Mortgage cures all defaults pending under this Lease at the time this Lease is rejected or terminated and (B) assumes all obligations under any subleases then in effect.

### 23. Estoppel Certificate and Financial Statement.

(a) Estoppel Certificates. During the Term, Tenant agrees (and Tenant agrees to require Guarantor) to execute and deliver within 15 days after written request from Landlord, a certification to Landlord and/or its designee certifying as follows:

i.) In Effect. This Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified);

ii.) Rent Payment. The amount of the Security Deposit (if any) and the amount and dates to which Base Rent and Additional Rent have been paid;

iii.) Default. Whether, to its knowledge, there exists any failure by the requesting party to perform any term, covenant or condition contained in this Lease, and, if so, specifying each such failure;

iv.) Acceptance of Premises. If such be the case, Tenant has unconditionally accepted the Premises and is conducting its business therein;

v.) Unperformed Obligations. If such be the case, whether Landlord has performed all obligations under this Lease, including, but not limited to, constructing any tenant improvements and/or paying any tenant allowances; and

vi.) Other Matters. As to such additional factual matters relating to this Lease as may be requested, it being intended that any such statement delivered pursuant hereto may be relied upon by the requesting party and by any party that has, or is contemplating having, a direct or indirect interest in Landlord or the Premises.

(b) Financial Statements. Tenant will, within 30 days after written request by Landlord, deliver Tenant's and any guarantor's financial statements for the past 3 years, audited, if available, and certified by Tenant in writing as being true and accurate, to Landlord and any existing or prospective Lender or purchaser designated by Landlord. All such financial statements will be received by Landlord and such Lender or purchaser in confidence and will be used only for the purposes herein set forth. However, if the party for whom financial statements are required to be delivered under this subsection (b) is a publicly traded company which makes its financial statements available to the public during the time period for which the information is being requested by Landlord, then Tenant will not be required to separately deliver such financial statements associated with that period.

(c) Remedy. In addition to all other remedies available to Landlord, if Tenant fails to comply with the terms of this Section 23, Tenant shall pay to Landlord \$500 per day for every day after the required delivery date (until Tenant complies with this Section 23), and Tenant shall have no right to notice and cure from Landlord before said fee payment begins to accrue.

#### 24. Landlord Liability.

(a) No Continuing Liability. No owner of the Premises, whether named herein, will have liability hereunder after it ceases to hold title to the Premises.

(b) No Personal Liability. Neither Landlord nor any employee, representative, officer, director, security holder, manager, equity holder, trustee, partner or principal of Landlord, whether disclosed or undisclosed, will have any personal liability with respect to any of the provisions of this Lease.

(c) Limitation of Landlord Liability. In the event Landlord is in breach or default with respect to Landlord's obligations or otherwise under this Lease, Tenant will look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies. Landlord's liability under the terms, covenants, conditions, warranties and obligations of this Lease will in no event exceed Landlord's equity interest in the Premises.

(d) No Termination. Except as expressly provided in Section 18 and Section 19 of this Lease, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease nor shall Tenant be entitled to any abatement or reduction of Rent. Except as otherwise provided in Section 18 and Section 19 of this Lease, the obligations of Tenant shall not be affected by reason of (i) any damage to or the destruction of all or any part of the Premises from whatever cause, (ii) the taking of the Premises or any portion thereof by condemnation, requisition or otherwise for any reason, (iii) the prohibition, limitation or restriction of Tenant's use of all or any portion of the Premises or any interference with such use, or (iv) any default on the part of Landlord under this Lease or under any other agreement to which Landlord and Tenant are parties.

(e) Separate/Independent Obligations. It is the intention of the parties hereto that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

(f) Waiver. Except as expressly provided in Section 18 and Section 19 of this Lease, Tenant waives all rights to which it may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Rent or any other sums payable under this Lease.

#### 25. Notices.

(a) Delivery Methods. Any notice required or permitted by the provisions of this Lease must be in writing and delivered to the email addresses set forth in Section 1(g), with a hard copy sent within 2 Business Days thereafter by nationally recognized overnight delivery service providing proof of delivery, to the appropriate mailing address set forth in Section 1(g). Email addresses and mailing addresses may be changed by the affected party to any other address in the continental United States by giving written notice at least 10 Business Days in advance of the effective date of the change.

(b) Notice Date. Notice will be deemed to have been given on the date of email transmission. If a notice that is properly addressed per Section 25(a) is rejected as undeliverable for any reason, the notice will be deemed delivered at the time delivery was attempted.

26. **Broker Indemnification**. Tenant and Landlord each warrant to the other that all negotiations with respect to this Lease (including, without limitation, preliminary consideration of the Premises, economics, and Lease provisions) were handled without the aid, intervention, or employment of any brokers. Each of Tenant and Landlord agrees to defend, indemnify, and protect the other party and its Affiliates against any claims (the term “claims” as used herein is defined as any claim, demand, judgment, award, fine, or dispute involving a brokers’ fee, commission, or finders’ fee) made by any person or entity that represented or acted on behalf of the indemnifying party (or claims to have represented or acted on behalf of such indemnifying party) with regard to this Lease. In addition, it is expressly agreed and understood that the indemnification as provided in this Section 26 shall include all costs of enforcing the indemnity against the other party. The provisions of this Section 26 shall survive the Expiration Date.

27. **Assignment and Subleasing**.

(a) Transfer.

i.) Consent Required. Tenant may not Transfer this Lease or any interest hereunder, in whole or in part, without on each occasion first obtaining the prior express written consent of Landlord. Landlord may withhold its consent to such Transfer only where (i) Tenant is in default of any of its obligations under this Lease beyond any applicable cure period specified herein; (ii) the proposed use of the Premises is not a Permitted Use; or (iii) the proposed use will violate any Governmental Requirements or Use Restrictions; provided, however, that, in any event, Landlord’s consent will be required for any assignment of this Lease proposed by Tenant prior to Substantial Completion of the Redevelopment Work. No assignment, mortgaging, subletting or use or occupancy by others shall in any way be construed to relieve Tenant from any of its liability hereunder to pay Base Rent, Additional Rent and all other sums payable by Tenant hereunder or to perform its obligations hereunder (which shall in every instance continue as the liability and obligation of a principal and not a surety) or from thereafter obtaining the express consent of Landlord to any other or further Transfer of this Lease.

ii.) General Notice Requirements. If Tenant desires to Transfer this Lease, Tenant will give Landlord written notice: (i) with respect to any sublease, no later than 30 days in advance of the proposed effective date of such sublease, and (ii) with respect to all other Transfers, no later than 90 days in advance of the proposed Transfer, which written notice shall include: (1) the name and business of the other party to the proposed transaction; (2) the proposed effective date and duration of the Transfer; (3) the proposed rent or consideration to be paid to Tenant by the other party to the proposed transaction; (4) in the event that a proposed Transfer is a sublease or any other proposed agreement to Transfer less than Tenant’s entire interest in the Premises, the amount and location of the space within the Premises that is the subject of the proposed transaction; and (5) other information as Landlord may reasonably request to evaluate any Transfer; provided, however, that if Tenant desires to effectuate a Change in Control, Tenant written notice to Landlord will include: (1) the name of the proposed entity acquiring the direct or indirect interest in (or assets of) Tenant; (2) the proposed effective date of such Change in Control. Additionally, Tenant shall promptly supply Landlord with other information as Landlord may reasonably request to evaluate the proposed Transfer.

(b) Transfer Process. Landlord will have a period of: (i) with respect to any requested sublease, 30 days, and (ii) with respect to any other Transfer, 90 days, following Landlord’s receipt of the notice and information from Tenant required above within which to notify Tenant in writing that Landlord elects to either permit or refuse the Transfer. Failure by Landlord to respond within the applicable time period shall be deemed: (i) a refusal of any proposed Transfer to which Landlord has the right to withhold its consent under Section 24(a)(i) above; and (ii) an approval of all other proposed Transfers.

(c) Other Transfer Provisions.

i.) Reimbursement. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable costs incurred by Landlord in connection with any requested Transfer.

ii.) Delivery of Transfer Documents. Tenant will deliver to Landlord copies of all transfer documents executed by Tenant and the transferee.

iii.) No Implied Consent. No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee will be deemed to constitute Landlord's consent to any Transfer.

v.) Liability of Transferees. If Landlord takes possession of the Premises before the expiration of the Term, Landlord shall have the right, at its option to take over any sublease of the Premises or any portion thereof and such subtenant shall attorn to Landlord, as its landlord, under all the terms and obligations of such sublease occurring from and after such date, but excluding previous acts, omissions, negligence or defaults of Tenant and any repair or obligation in excess of available net insurance proceeds or condemnation award.

vi.) Tenant Remains Liable. No such Transfer will be deemed a release of transferring Tenant from Tenant's obligations under this Lease or otherwise relieve Tenant of its primary liability under this Lease for the entire Term, and Tenant shall in no way be released from the full and complete performance of all the terms hereof. The liability of Tenant under this Lease shall be continuing and unconditional and shall not be released, affected or limited by: (i) the release or discharge of the assignee, sublessee or other transferee (collectively "Transferee") in bankruptcy or other creditors' proceeding; (ii) any waiver, agreement, exercise or refrain from exercise of rights, or other actions of Landlord, (iii) repossession of the Premises by Landlord, (iv) any application of any security or other deposit posted by Tenant or Transferee under the Lease; (v) any further transfer or consent to transfer of Tenant's or Transferee's interest under the Lease or in the Premises; (vi) the assignment of Landlord's interest under the Lease; or (vii) any amendment, modification, waiver or concession of or under the Lease entered between Landlord and Transferee, regardless of notice to or consent of Tenant (provided, however, that Tenant shall not be responsible for any additional obligations created by any amendment, modification, waiver or concession of or under the Lease entered between Landlord and Transferee that is not consented to by Tenant).

vii.) Non-Compliance. Any attempted Transfer by Tenant in violation of the terms and provisions of this Section 27 shall be void and such act shall constitute an immediate Event of Default.

vii.) Subsequent Transfers. Any Transfer consented to by Landlord will not relieve Tenant (or its transferee) from obtaining Landlord's consent to any subsequent Transfer.

## 28. Termination or Expiration; Holdover.

(a) Right to Collect Rent. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, will affect Landlord's right to collect Rent for the period prior to termination.

(b) Surrender. By the Expiration Date, Tenant will surrender to Landlord: (i) the Premises (including the Improvements, but not including any trade fixtures, signage or Tenant Alteration which Tenant is obligated to remove pursuant to Section 12, Section 13 and Section 17, respectively) clean and neat, in compliance with the Rules and Regulations and otherwise in the same condition as when delivered to Tenant pursuant to this Lease, excepting only normal wear and tear, condemnation and casualty (other than casualty required by this Lease to be insured against by Tenant) and (ii) all keys to the Building. Failure by Tenant to timely do so shall be deemed a "Holdover".

(c) Holdover.

i.) Tenant-At-Sufferance. If Holdover occurs, with or without Landlord's acquiescence and without a written agreement of the parties, Tenant will be a tenant-at-sufferance at 150% of the Base Rent in effect at the end of the Term, and Tenant shall continue to pay all other Additional Rent due hereunder.

ii.) No Renewal by Operation of Law. Notwithstanding anything to the contrary contained in this Section 28(c), there will be no renewal of this Lease by operation of law or otherwise.

iii.) Damages. Tenant will be liable for all damages, direct and consequential, incurred by Landlord as a result of such Holdover.

iv.) No Implied Reinstatement or Renewal. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises will reinstate, continue or extend the Term or of Tenant's right of possession.

v.) Survival. The provisions of this Section 28(c) will survive the Expiration Date.

29. **Late Payments**.

(a) Late Payment Administrative Fee. If any installment of Rent is not paid within 5 days after the date when due, Tenant will pay a one-time administrative fee (the "**Late Payment Administrative Fee**") equal to 2.0% of such past due amount, in order to defray certain of the additional expenses incurred by Landlord as a result of such late payment.

(b) Late Payment Interest. If any past-due installment of Rent, plus the Late Payment Administrative Fee, is not paid in full within 30 days after the original due date thereof, then the past-due installment, plus the Late Payment Administrative Fee, will, after expiration of such 30 days and until paid in full, accrue interest at the lesser of: (i) 1.0% per month, compounded monthly; and (ii) the maximum interest rate allowed by law (the "**Late Payment Interest Rate**").

(c) Additional Fees. The Late Payment Administrative Fee and accrual of interest at the Late Payment Interest Rate are in addition to, and not in lieu of, any of Landlord's remedies under this Lease for non-payment of Rent.

30. **Rules and Regulations**. Tenant agrees that Tenant and its employees, invitees, customers, and contractors shall comply with the Rules and Regulations. Landlord reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt and promulgate additional Rules and Regulations as well as amendments and supplements thereto, provided that such amendments, supplements or additional Rules and Regulations do not materially and adversely affect the rights of Tenant hereunder.

31. **Miscellaneous**.

(a) OFAC. Tenant certifies, represents, warrants and covenants that it is not acting (and will not act) directly or indirectly, for or on behalf of any of the following, and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of:

i.) Terrorist. Any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist;

ii.) Specially Designated National or Blocked Person. Any Specially Designated National or Blocked Person; or

iii.) Others. Any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

(b) **Entire Agreement; Amendment; Severability**.

i.) Entire Agreement. This Lease contains the entire agreement of the parties hereto as to the subject matter of this Lease and no prior representations, inducements, letters of intent, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force and effect.

ii.) Future Amendments. Any future amendment to this Lease must be in writing and signed by the parties hereto.

iii.) Severability. If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under applicable law, then: (A) all remaining provisions of this Lease will remain in full force and effect; and (B) it is the intention of Landlord and Tenant that, in lieu of such illegal, invalid or unenforceable clause or provision, there will be substituted a clause or provision as similar to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(c) Cumulative Rights. All rights, remedies, powers, and privileges conferred hereunder upon the parties hereto (i) will be cumulative, but not restrictive to those given by law, and (ii) will not be (or deemed to be) exclusive of those that may at any time be available Landlord under applicable law.

(d) No Election of Remedies. An exercise of one remedy by Landlord (including, but not limited to, exercising rights under Sections 5(c) or 20(b)), shall not be deemed an election of remedies by Landlord, and Landlord will have the right to pursue any and all other remedies available to it.

(e) No Waiver. No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder or to insist upon strict compliance by Landlord or Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Landlord's or Tenant's rights to demand exact compliance with the terms hereof or lessen either party's right to insist upon strict performance of the terms of this Lease. No provision of this Lease will be deemed to have been waived by either party unless such waiver is made in writing by the party making such waiver.

(f) Time Periods. TIME IS OF THE ESSENCE OF THIS LEASE. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a day other than a Business Day, then such time period will be automatically extended through the close of business on the next regularly scheduled Business Date in the state where the Premises are located.

(g) Relationship. This contract creates the relationship of landlord and tenant between Landlord and Tenant; no estate will pass out of Landlord. The interest of Tenant is not intended to, and will not, be subject to levy and sale and will not be assignable, except as expressly permitted by this Lease.

(h) Recordation. The parties agree to record a short form memorandum of this Lease in the Register's Office of Hamilton County, Tennessee; provided, however, that: (i) the short form memorandum of this Lease shall be in a commercially reasonable form; and (ii) Tenant shall be responsible for, and pay all costs associated with, the recording of such short form memorandum of this Lease.

(i) Counterparts. This Lease may be executed in multiple counterparts including by electronic or PDF signature, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

(j) Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Lease, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Lease or the negotiation, execution or performance of this Lease or the transactions contemplated thereby, will be governed by and construed in accordance with the domestic laws of the state where the Premises are located, without giving effect to any choice of law or conflict of law provision or rule (whether of such state or of any other jurisdiction) that would cause the application of laws of any jurisdiction other than such state.

(k) Headings and Subheadings. The headings and subheadings of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

(l) Negotiated Document. This Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption will be made in favor of either party.

(m) Waiver of Jury Trial. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON**

**ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE RELATIONSHIP OF THE PARTIES HEREUNDER.**

32. **Authority.** Tenant certifies to Landlord as follows:

(a) **Organization.** Tenant is duly organized, validly existing and in good standing under the laws of the state in which it was formed and duly qualified to do business in the state in which the Premises is located; and

(b) **Authorization.** Tenant is authorized by all required corporate or partnership action to enter into this Lease, and the individual(s) signing this Lease on behalf of Tenant are each authorized to bind Tenant.

33. **Prevailing Party.** In the event of a dispute between Landlord and Tenant regarding the terms of this Lease, including any dispute regarding the enforcement of this Lease or the interpretation of any provision of this Lease, whether arising in a lawsuit filed by either Landlord or Tenant, an arbitration, bankruptcy or otherwise, the prevailing party in such dispute will be entitled to recover from the other its Legal Costs in connection with such dispute.

34. **Redevelopment Work.** It is contemplated that Tenant will perform work to redevelop portions of the Premises for the use and benefit of Tenant and Tenant's Affiliates. Such work shall be performed by Tenant in accordance with the work letter attached hereto as EXHIBIT G ("**Redevelopment Work Letter**").

35. **Force Majeure.** In the event that either party shall be delayed, hindered in, or prevented from the performance of any act required by this Lease, other than payment of rent and all other sums due hereunder, by reason of acts of God, pandemics, strikes, lock-outs, labor problems, inability to procure standard materials for which there are no reasonable substitutes, failure of power, restrictive governmental laws or regulation, riots, insurrection, war, terrorist acts, or other reasons of a like nature beyond the control of the party delayed in performance as required under the terms of this Lease, then performance of any such act shall be excused, without liability, for the period of such delay; provided, however, that in no event shall this Section 36 excuse performance beyond a period of ninety (90) days .

36. **Guaranty of Lease.** In order to induce Landlord to enter into this Lease, Tenant's obligations hereunder shall be guaranteed by the Guarantors. Simultaneously with Tenant's execution of this Lease, Tenant shall have the Guaranties in the form attached hereto as EXHIBIT H-1 and EXHIBIT H-2 and by this reference made a part hereof (each, a "**Guaranty**" and, collectively, the "**Guaranties**") executed by the applicable Guarantor and shall deliver each such executed Guaranty to Landlord simultaneously with Tenant's delivery of the executed Lease to Landlord.

37. **Tunnel to the Courts Building.** Tenant agrees that the doors to the tunnel to the Courts Building shall remain locked or otherwise secured and Tenant shall have no right to utilize such tunnel.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands under seal, the day and year written next to their signatures below.

LANDLORD:

Date: \_\_\_\_\_, 2026

HAMILTON COUNTY, TENNESSEE, a political  
subdivision of the State of Tennessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

Date: \_\_\_\_\_, 2026

JAILHOUSE PROPERTIES, LLC, a Tennessee limited  
liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A

“**ADA**”: Defined in Section 14.

“**Additional Rent**”: Any amount, other than Base Rent, required to be paid by Tenant to Landlord pursuant to this Lease and any cost or expense incurred by Landlord on behalf of Tenant or reimbursable to Landlord by Tenant under the terms of the Lease, including, without limitation, any amount advanced by Landlord to cure a default by Tenant under this Lease.

“**Affiliates**”: Shall mean Tenant’s Affiliates or Landlord’s Affiliates, as applicable.

“**Base Rent**”: Defined in Section 4(a).

“**Building**”: Defined in Section 1(b).

“**Business Day**”: Any day other than Saturday, Sunday or a day that banks are closed for business all day in the United States and/or the state in which the Premises are located.

“**Casualty Damage**”: Defined in Section 18.

“**Casualty Restoration**”: Defined in Section 18.

“**Change in Control**”: (a) the transfer of 50% or more of the direct or indirect equity or controlling interests in Tenant in one or more transactions occurring in a 12 month period, whether by sale, merger, consolidation or other transfers of equity interests of any kind; or (b) the sale or other transfer or disposition of all or substantially all of the assets of Tenant. The transfer of any direct or indirect interests in Tenant which are publicly traded on any recognized national or international securities exchange will not be deemed a Change in Control.

“**Code Modification**”: Any alteration or modification of any portion of the Premises or Improvements required during the Term by Governmental Requirements.

“**Condemned**” or “**Condemnation**”: The taking or condemnation of property by any authority having the power of eminent domain.

“**Condemnation Date**”: Defined in Section 19.

“**Condemnation Restoration**”: Defined in Section 19.

“**Contamination**”: The presence of, or release of, Hazardous Substances into any environmental media from, upon, within, below, into or on any portion of the Premises so as to require remediation, cleanup or investigation under any Environmental Law.

“**Environmental Laws**”: All federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist after the Lease Date, concerning protection of human health, safety and the environment, all as may be amended from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“**CERCLA**”) and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“**RCRA**”) and the Toxic Substances Control Act, (15 U.S.C. 2601 et seq. (“**TSCA**”).

“**Event of Default**”: Defined in Section 20(a).

“**Expiration Date**”: Defined in Section 1(d).

“**Extension Options**”: Defined in Section 3(c).

“**Fractional Month**”: A partial month, not consisting of a full calendar month.

**“Governmental Requirements”**: Any restrictions of public record and all present and future laws, regulations, orders, permits, ordinances, rules and other requirements of federal, state, municipal and local governments and governmental authorities. Without limiting the foregoing, Tenant shall not use the Premises, the Building, or the Land, or any portion thereof (a) in violation of Title 21 USC Controlled Substances Act Section 856(a) or any similar or successor law now or hereinafter in effect, (b) for the growing, manufacturing, administration, distribution (including without limitation, any retail or wholesale sales or delivery), use or consumption of any cannabis, marijuana or cannabinoid product, compound or produce, or (c) for the operation of a medical marijuana or cannabis product facility or dispensary, in each case regardless of the legality of the same pursuant to any applicable state laws or regulations.

**“Guarantor”**: Defined in Section 1(h).

**“Guaranty”**: Defined in Section 35.

**“Hazardous Substances”**: Any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste, as those terms are defined by any applicable Environmental Law, and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

**“Hazmat Certificate”**: Defined in Section 15(c)ii.

**“Hazmat Recommendations”**: Defined in Section 15(c)iii.

**“Holdover”**: Defined in Section 28(b).

**“HVAC System”**: A heating, ventilation and air conditioning system.

**“Improvements”**: All improvements at the Premises, including, without limitation, the Building, systems (including without limitation the HVAC System and fire protection system), parking facilities, driveways, exterior lighting and irrigation facilities, Tenant Alterations, and all improvements which are a part of the Work.

**“Land”**: Defined in Section 1(c).

**“Landlord”**: Defined in the preamble.

**“Landlord Insurance”**: Defined in Section 10(e).

**“Landlord’s Affiliates”**: The employees, agents and contractors of Landlord.

**“Landlord’s Self-Help Right”**: Defined in Section 8(b).

**“Late Payment Administrative Fee”**: Defined in Section 29.

**“Late Payment Interest Rate”**: Defined in Section 29.

**“Lease”**: Defined in the preamble.

**“Lease Date”**: The later date on which this Lease is signed by Landlord or Tenant, as indicated next to their signatures on this Lease.

**“Lease Year”**: Defined in Section 3.

**“Leasehold Mortgage”**: A mortgage on the interest of Tenant in the Premises pursuant to this Lease.

**“Legal Costs”**: All reasonable and actual attorneys’ fees, paralegal fees, disbursements and mediation, arbitration and court costs and expenses, including litigation through all trial and appellate levels.

**“Lender”**: The holder of any Mortgage.

**“Maintain”** or **“Maintenance”**: Defined in Section 8(a).

**“Mortgage”**: Each and every deed to secure debt, mortgage, deed of trust or other comparable instrument which may now or hereafter affect or encumber the title of Landlord to the Premises, and any amendments, modifications, extensions or renewals thereof.

**“Net Condemnation Proceeds”**: Defined in Section 19.

**“Net Insurance Proceeds”**: Defined in Section 18.

**“Permitted Use”**: Defined in Section 1(h).

**“Personal Property”**: Any merchandise, inventory or other personal property owned by Tenant, Tenant’s Affiliates or any other party.

**“Premises”**: Defined in Section 1(a).

**“Primary Term”**: Defined in Section 3.

**“Property Management Contract”**: Defined in Section 8(a).

**“Redevelopment Work Letter”**: Defined in Section 35.

**“Remaining Term”**: Defined in Section 20(b)(ii)(A)(i).

**“Rent”**: The aggregate amount of Base Rent and Additional Rent.

**“Rules and Regulations”**: The rules and regulations set forth on EXHIBIT D, as amended, modified, and supplemented from time to time in accordance with the Lease.

**“Security Deposit”**: Defined in Section 1(g).

**“Specially Designated National or Blocked Person”**: A person or entity designated as a Specially Designated National or Blocked Person pursuant to any law, order, rule, or regulation that is enforced or administered by the United States Government or any of its departments or agencies.

**“Taxes”**: Defined in Section 6.

**“Tenant”**: Defined in the preamble.

**“Tenant’s Affiliates”**: The subsidiaries and affiliates of Tenant and all agents, contractors, employees, vendors, customers, licensees or invitees of Tenant and such subsidiaries and affiliates.

**“Tenant Alteration”** and **“Tenant Alterations”**: Defined in Section 17(a).

**“Tenant Alteration Monitoring Charge”**: Defined in Section 17.

**“Term”**: Defined in Section 3.

**“Transfer”**: (a) Any assignment, granting of a license to occupy, subleasing or other transfer of this Lease, or any interest hereunder; or (b) any Change in Control.

**“Transferee”**: Defined in Section 27(c)vi.

**“Treasury Yield”**: The rate of return in percent per annum of Treasury Constant Maturities for the length of time specified (or as most recently corresponding) as published in document H.15(519) (presently published by the Board of Governors of the U.S. Federal Reserve System titled “Federal Reserve Statistical Release”) for the calendar week immediately preceding the calendar week in which the termination occurs. If the publishing of the rate of return of Treasury Constant Maturities is ever discontinued, then the Treasury Yield will be based upon the index, in Landlord’s reasonable determination, most nearly corresponds to the rate of return of Treasury Constant Maturities.

**“Utility” or “Utilities”**: Any or all natural gas, fuel, electricity, telephone, steam, water, sewer and any and all other utility services provided to the Premises by any public or private utility supplier.

**EXHIBIT A-1**

**Premises Site Plan<sup>1</sup>**



<sup>1</sup> NTD: Exhibit to be replaced with depiction showing northern parcel upon which jail building will be located following recording of subdivision plat.

**EXHIBIT A-2**

**Description of the Land<sup>2</sup>**

[To be attached.]

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<sup>2</sup> NTD: Plat reference to be added to exhibit following recording of subdivision plat.

## EXHIBIT B

### Use Restrictions

These Use Restrictions shall prohibit the use, occupancy, leasing, subleasing, operation, development, installation, placement, or construction of buildings, facilities, or other improvements (temporary or permanent) at the Premises:

- (i) in any manner that is illegal;
- (ii) in a manner or for a purpose that violates any applicable zoning requirements or conditions applicable to the Premises; or
- (iii) for any of the following:
  - a. an adult entertainment facility; adult bookstore, pornography shop, or any facility selling adult or erotic merchandise;
  - b. gun range or store for the sale of guns as a primary use;
  - c. an animal kennel, animal shelter, or other establishment that sells, keeps, or boards animals provided a traditional veterinarian office without boarding services shall be permitted;
  - d. a flea market, a business selling so-called "second hand" goods, a surplus store or pawn shop;
  - e. motor vehicle, trailer, or boat dealership or rental facility, body and fender shop, motor vehicle or boat storage facility, provided the foregoing shall not exclude use of the restricted property as a user car retailer such as a Carvana or auto repair facility such as a Christian Brothers Automotive;
  - f. massage parlor provided the foregoing shall not exclude use of the restricted property as a reputable day spa operating multiple location such as a Spa Sydell or Massage Envy;
  - g. head shops or other establishments specializing in sale of cannabis and/or tobacco or paraphernalia used for consumption of cannabis and/or tobacco;
  - h. Junkyard, stockyard or animal raising facility;
  - i. any facility for dumping, disposal, incineration or reduction of garbage or refuse;
  - j. casino, gambling hall, off-track betting parlor, bingo parlor, or gambling facility;
  - k. labor camp;
  - l. any circus, carnival, or amusement rides;
  - m. a mortuary, funeral home, or graveyard;
  - n. any psychic, fortune teller, card reader, or other similar establishment;
  - o. any food depository, food pantry, half-way house, or homeless shelter;
  - p. jail, penal, detention, or correctional facility;
  - q. any facility where tattoos and/or body piercings are performed or displayed;
  - r. any facility whose primary business is check cashing and/or providing so-called "pay-day" loans;  
or
  - s. any other use deemed by Landlord to be noxious, offensive, inappropriate or otherwise incompatible with the values and standards of Hamilton County, Tennessee.

**EXHIBIT C**

**Hazardous Materials Disclosure Certificate**

Your cooperation in this matter is appreciated. You have confirmed that you are a representative of [TENANTNAME, TENANTENTITY] ("**Tenant**") and are duly authorized to make the certifications herein on behalf of Tenant. Initially, the information provided in this Hazardous Materials Disclosure Certificate (the "**Hazmat Certificate**") shall be used by Landlord to evaluate Tenant's proposed uses of the premises (the "**Premises**") and to determine whether to enter into a lease agreement with Tenant (the "**Lease**"). If the parties do enter into the Lease, Tenant shall provide an update to the information initially provided in this Hazmat Certificate on an annual basis and otherwise in accordance with the provisions of Section 15 of the Lease. Any questions regarding this Hazmat Certificate should be directed to, and when completed, the Hazmat Certificate should be delivered to:

Landlord: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name of (Prospective) Tenant: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

Contact Person, Title and Telephone Number(s): \_\_\_\_\_  
Contact Person for Hazardous Waste Materials Management and Manifests and Telephone Number(s): \_\_\_\_\_  
Address of (Prospective) Premises: \_\_\_\_\_  
Length of (Prospective) initial Term: \_\_\_\_\_

**1. GENERAL INFORMATION:**

Describe the proposed operations to take place in, on, or about the Premises, including, without limitation, principal products processed, manufactured or assembled, and services and activities to be provided or otherwise conducted. Existing tenants should describe any proposed changes to on-going operations.

\_\_\_\_\_  
\_\_\_\_\_

**2. USE, STORAGE AND DISPOSAL OF HAZARDOUS MATERIALS**

2.1 Will any Hazardous Substances (as hereinafter defined) be used, generated, treated, stored or disposed of in, on or about the Premises? Existing tenants should describe any Hazardous Substances which continue to be used, generated, treated, stored or disposed of in, on or about the Premises.

Wastes	Yes _____	No _____
Chemical Products	Yes _____	No _____
Other	Yes _____	No _____

If Yes is marked, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If Yes is marked in Section 2.1 of this Certificate, attach a list of any Hazardous Substances to be used, generated, treated, stored or disposed of in, on or about the Premises, including the applicable hazard class and an estimate of the quantities of such Hazardous Substances to be present on or about the Premises at any given time; estimated annual throughput; the proposed location(s) and method of storage (excluding nominal amounts of ordinary office supplies, household cleaners and janitorial supplies to be used on-site and which are not regulated by any Environmental Laws, as hereinafter defined); and the proposed location(s) and method(s) of treatment or disposal for each Hazardous Substance, including,

the estimated frequency, and the proposed contractors or subcontractors. Existing tenants should attach a list setting forth the information requested above and such list should include actual data from on-going operations and the identification of any variations in such information from the prior year's Hazmat Certificate.

**3. STORAGE TANKS AND SUMPS**

3.1 Is any above or below ground storage or treatment of gasoline, diesel, petroleum, or other Hazardous Substance in tanks or sumps proposed in, on or about the Premises? Existing tenants should describe any such actual or proposed activities.

Yes \_\_\_\_ No \_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. WASTE MANAGEMENT**

4.1 Has Tenant been issued an EPA Hazardous Waste Generator I.D. Number? Existing tenants should describe any additional identification numbers issued since the previous Hazmat Certificate.

Yes \_\_\_\_ No \_\_\_\_

4.2 Has Tenant filed biennial or quarterly reports as a hazardous waste generator? Existing tenants should describe any new reports filed.

Yes \_\_\_\_ No \_\_\_\_

If yes, attach a copy of the most recent report filed.

**5. WASTEWATER TREATMENT AND DISCHARGE**

5.1 Will Tenant discharge wastewater or other wastes to:

\_\_\_\_ storm drain?                      \_\_\_\_ sewer?  
\_\_\_\_ surface water?                      \_\_\_\_ no wastewater or other wastes discharged.

Existing tenants should indicate any actual discharges. If so, describe the nature of any proposed or actual discharge(s).

\_\_\_\_\_  
\_\_\_\_\_

5.2 Will any such wastewater or waste be treated before discharge?

Yes \_\_\_\_ No \_\_\_\_

If yes, describe the type of treatment proposed to be conducted. Existing tenants should describe the actual treatment conducted.

\_\_\_\_\_  
\_\_\_\_\_

**6. AIR DISCHARGES**

6.1 Does Tenant plan for any air filtration systems or stacks to be used in Tenant's operations in, on or about the Premises that will discharge into the air; and will such air emissions be monitored? Existing tenants should indicate whether there are any such air filtration systems or stacks in use in, on or about the Premises which discharge into the air and whether such air emissions are being monitored.

Yes \_\_\_\_ No \_\_\_\_

If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Tenant propose to operate any of the following types of equipment, or any other equipment requiring an air emissions permit? Existing tenants should specify any such equipment being operated in, on or about the Premises.

\_\_\_\_ Spray booth(s)                      \_\_\_\_ Incinerator(s)  
\_\_\_\_ Dip tank(s)                            \_\_\_\_ Other (Please describe)  
\_\_\_\_ Drying oven(s)                        \_\_\_\_ No Equipment Requiring Air Permits

If yes, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe, and submit copies of, any reports Tenant has filed in the past 36 months with any governmental or quasi-governmental agencies or authorities related to air discharges or clean air requirements and any such reports which have been issued during such period by any such agencies or authorities with respect to Tenant or Tenant's business operations.

**7. HAZARDOUS MATERIALS DISCLOSURES**

7.1 Has Tenant prepared, or will it be required to prepare, a Hazardous Materials management plan ("**Hazmat Management Plan**") or Hazardous Materials Business Plan and Inventory ("**Hazmat Business Plan**") pursuant to fire department or other governmental or regulatory agencies' requirements? Existing tenants should indicate whether a Hazmat Management Plan or Hazmat Business Plan is required and has been prepared.

Yes \_\_\_\_ No \_\_\_\_

If yes, attach a copy of the Hazmat Management Plan or Hazmat Business Plan. Existing tenants should attach a copy of any updates to the Hazmat Management Plan or Hazmat Business Plan.

**8. ENFORCEMENT ACTIONS AND COMPLAINTS**

8.1 With respect to Hazardous Substances or Environmental Laws, has Tenant ever been subject to any agency enforcement actions, administrative orders, or consent decrees or has Tenant received requests for information, notice or demand letters, or any other inquiries regarding its operations? Existing tenants should indicate whether any such actions, orders or decrees have been, or are in the process of being, undertaken or if any such requests have been received.

Yes \_\_\_\_ No \_\_\_\_

If yes, describe the actions, orders or decrees and any continuing compliance obligations imposed as a result of these actions, orders or decrees and also describe any requests, notices or demands, and attach

a copy of all such documents. Existing tenants should describe and attach a copy of any new actions, orders, decrees, requests, notices or demands not already delivered to Landlord by Tenant.

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8.2 Have there ever been, or are there now pending, any lawsuits against Tenant regarding any environmental or health and safety concerns?

Yes \_\_\_\_ No \_\_\_\_

If yes, describe any such lawsuits and attach copies of the complaint(s), cross-complaint(s), pleadings and other documents related thereto as requested by Landlord. Existing tenants should describe and attach a copy of any new complaint(s), cross-complaint(s), pleadings and other related documents not already delivered to Landlord by Tenant.

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8.3 Have there been any problems or complaints from adjacent tenants, owners or other neighbors at Tenant's former or other current facilities with regard to environmental or health and safety concerns? Existing tenants should indicate whether there have been any such problems or complaints from adjacent tenants, owners or other neighbors at, about or near the Premises and the current status of any such problems or complaints.

Yes \_\_\_\_ No \_\_\_\_

If yes, please describe. Existing tenants should describe any such problems or complaints not already disclosed to Landlord under the provisions of the Lease and the current status of any such problems or complaints.

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## 9. PERMITS AND LICENSES

9.1 Attach copies of all permits and licenses issued to Tenant with respect to its proposed operations in, on or about the Premises, including, without limitation, any Hazardous Substances permits, wastewater discharge permits, air emissions permits, and use permits or approvals. Existing tenants should attach copies of any new permits and licenses as well as any renewals of permits or licenses previously issued.

As used herein, "**Hazardous Substances**" or "**Hazardous Materials**" shall mean and include any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste, as those terms are defined by any applicable Environmental Law, and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil. "**Environmental Laws**" shall mean and include all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist concerning protection of human health, safety and the environment, all as may be amended from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("**CERCLA**"), the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("**RCRA**") and the Toxic Substances Control Act, (15 U.S.C. 2601 et seq. ("**TSCA**")).

The undersigned hereby acknowledges and agrees that this Hazmat Certificate is being delivered to Landlord in connection with the evaluation of a Lease and, if such Lease is executed by the parties, will be attached thereto as an exhibit. The undersigned further acknowledges and agrees that if Landlord and Tenant enter into the Lease, this Hazmat Certificate will be updated by Tenant from time to time in accordance with Section 15 of the Lease. Tenant further acknowledges and agrees that the Landlord and its partners, lenders and representatives may rely upon the statements, representations, warranties, and certifications made herein and the truthfulness thereof in entering into the Lease and the continuance thereof throughout the term, and any renewals thereof, of the Lease. I [**print name**]

\_\_\_\_\_, acting with full authority to bind the (proposed) Tenant and on behalf of the (proposed) Tenant, certify, represent and warrant that the information contained in this certificate is true and correct.

(PROSPECTIVE) TENANT:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT D**

### **Rules and Regulations**

These Rules and Regulations have been adopted by Landlord in order to ensure the safety, care and cleanliness of the Premises and the preservation of order therein.

1. Tenant shall not do or permit to be done in the Premises anything, or bring or keep anything therein, which would conflict with the applicable laws relating to fires, or with the regulations of the applicable Fire Department, or conflict with any of the rules and ordinances of the applicable Board of Health.

2. Except for "service animals" (as such term is defined in the ADA) accompanying disabled persons and permitted dogs, no birds or animals of any kind shall be brought into the Building without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed). Service animals and any other animals permitted by Landlord to enter the Building must be harnessed, leashed or tethered, unless, in the case of service animals, these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case the individual must maintain control of the animal through voice, signal or other effective controls.

3. At the expiration or earlier termination of this Lease, Tenant shall return to Landlord all keys furnished to Tenant by Landlord, or otherwise procured by Tenant, and in the event of loss of any keys furnished by Landlord, Tenant shall pay to Landlord the cost thereof.

4. Tenant shall not cause or permit any gases, liquids or odors to be produced upon or permeate from the Premises, and no flammable, combustible or explosive fluid, chemical or substance shall be brought into the Building, except products customarily used in offices in accordance with applicable laws. Tenant shall prevent inadequate ventilation from and will assure proper operation of any HVAC systems and/or office equipment under Tenant's control, and Tenant will not allow any chemical or biological contaminants in the Premises other than de minimis amounts of hazardous or toxic materials used in machinery and for cleaning purposes in accordance with applicable laws and will take all steps necessary to prevent the release of such contaminants from adhesives, machinery, and cleaning agents. Tenant shall reasonably cooperate in all respects with Landlord regarding the management of the indoor air quality in the Building and in connection with the development and implementation of an indoor air quality management plan for the Building. Smoking shall not be permitted within the Building or in outdoor areas located within 25 feet of entry-ways, outdoor intakes and operable windows.

5. Landlord may take all reasonable measures it deems necessary for the safety and security of the Building, including, without limitation, evacuation for cause, suspected cause, or temporary denial of access. There shall be no abatement of Rent and Landlord shall not be responsible for any damages resulting to Tenant from such action except as set forth in the Lease. Landlord reserves the right to exclude or expel any person who, in the Landlord's judgment, is intoxicated or under the influence of alcohol or drugs and is a potential threat to health and safety of others, commits any act in violation of these Rules and Regulations or constitutes a security risk. Landlord shall have no liability with respect to breaches of security, if any.

6. Tenant, its employees and invitees shall observe and obey all reasonable parking and traffic regulations as imposed by Landlord pursuant to the separate parking agreement between Landlord and Tenant, of even date herewith, governing use of the parking areas adjacent to and serving the Premises.

7. Canvassing, peddling, soliciting and distribution of handbills or any other written materials within the Building outside of the Premises are prohibited, and Tenant shall cooperate to prevent the same.

8. Tenant agrees to participate in reasonable waste recycling programs implemented by Landlord, including any programs and procedures for recycling writing paper, computer paper, shipping paper, boxes, newspapers and magazines and aluminum cans. If Landlord elects to provide collection receptacles for recyclable paper and/or recyclable aluminum cans in the Premises, Tenant shall designate an appropriate place within the Premises for placement thereof, and Tenant shall cause its employees to place its recyclable papers and/or cans into the applicable such receptacles on a daily basis.

9. Except as otherwise provided in the Lease, Landlord shall have the right to change the name of the Building and to change the street address of the Building, provided that in the case of a change in the street address, Landlord shall give Tenant not less than 60 days prior notice of the change, unless the change is required by governmental authority.

10. No bicycles, motorcycles or other motorized vehicles (other than motorized wheelchairs) shall be permitted inside the Premises or the Building except in designated bicycle storage areas nor shall bicycles, motorcycles or other motorized vehicles be parked in a manner which would interfere with access or obstruct sidewalks or walkways.

11. Tenant shall not make, nor permit to be made, any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with tenants of this or neighboring buildings or premises or those having business with them.

12. These Rules and Regulations are supplemental to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

13. Landlord reserves the right to make such other and reasonable Rules and Regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the Project, and for the preservation of good order therein.

## EXHIBIT E

### **Contractor Insurance Requirements**

#### **Contractor's/Subcontractors' Insurance.**

- (a) Commercial General Liability insurance with limits in an amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate including contractual liability coverages, limits for personal and advertising injury, products/completed operations, and damage to the premises; and such limits may be provided by a combination of primary and excess policies. Should "Claims Made" coverage be obtained, the coverage under such policy must be continuously maintained with a retroactive date preceding the commencement date of this Agreement and shall continue for a period following the expiration or termination of the Agreement that is sufficient to cover any applicable statute of limitations.
- (b) Commercial Automobile Liability insurance providing coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00) combined single limit per accident;
- (c) Workers' Compensation coverage subject to the Workers' Compensation laws of the applicable state and Employer's Liability coverage in the minimum amounts of one million dollars (\$1,000,000.00) each for accident, one million dollars (\$1,000,000.00) Disease – Policy Limit, and one million dollars (\$1,000,000.00) Disease - each employee or such other amounts as are required by law or available on a voluntary basis. These limits may be maintained through a combination of Employers' Liability and Umbrella Liability policies.
- (d) Umbrella / Excess Liability insurance above the required Commercial General Liability, coverage with limits not less than two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000.00) general aggregate, written on a form excess over and no less broad than the Commercial General Liability, Automobile Liability and Employer's Liability coverage required above; and
- (e) Professional Liability insurance as may be reasonably appropriate based on the level and type of services provided by Contractor. Should any medical professional services be provided by or on behalf of a Contractor, coverage shall be provided for medical professional liability.

All such insurance required herein shall: (i) be with insurers authorized to conduct business in the state within which the Property is located; (ii) currently have and at all times during this Agreement maintain a rating of at least A- from Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. or an AM Best Rating of A-VII or better; (iii) specifically identify insured location(s) by name and contain the complete address of the Property; (iv) be for terms of at least one (1) year; (v) contain deductibles to be approved by Owner in its reasonable discretion; and (vi) be subject to the commercially reasonable approval of Owner as to insurance companies, amounts, content, forms of policies, method by which premiums are paid, and expiration dates. Contractor further agrees that all required Commercial General Liability, Commercial Auto Liability and Umbrella/Excess Liability coverages shall include Landlord and its property manager, if any, as additional insureds as respects liability arising from this Agreement and to deliver to Landlord original certificates of insurance evidencing as of the Lease Date.

## EXHIBIT F

### **Construction Rules and Regulations**

#### **DESIGN**

1. All work shall be designed in accordance with prevailing codes and all regulatory standards required for the Tenant's operations as well as required by the Lease.
2. The appropriate licensed design professionals shall be engaged for the proposed work unless the Authority Having Jurisdiction (AHJ) does not require licensed design professionals or permits and Landlord waives the requirement for licensed design professionals. It is the Tenant's responsibility to confirm, with documentation, that permits are not required for the work.
3. The design team selected by the Tenant for the project shall thoroughly review the existing conditions of the Premises and the surrounding areas to understand building elements that may affect the proposed construction.
4. Where the work of the building affects the exterior of the building, the renovations proposed shall be thoroughly reviewed with any construction representative of Landlord prior to submitting the construction documents for Landlord approval. All penetrations in the building envelope shall be detailed in a manner that ensures the penetration will be watertight. Detailed plans and elevations of all work and components of the work shall be included in the construction documents. This includes, but is not limited to the modification or addition of louvers, vents, windows, conduits, junction boxes, light fixtures, equipment, ornament, etc. It should be assumed that custom colors will be required to match the existing building aesthetic.
5. Testing and air balancing shall be incorporated into the construction documents for the HVAC system for the entire suite as part of the work.
6. If the project includes ICRA requirements, the ICRA requirements shall be reviewed with Landlord's construction representative.

#### **CONTRACTOR SELECTION**

1. Tenant shall engage contractors who have a successful track record of performing work on similar or comparable projects.
2. Landlord's construction representative may identify the specialty contractors who provide services in the building for disciplines such as roofing, plumbing, fire protection, mechanical, building automation systems, electrical, fire alarm systems, etc. for reference by the bidding contractors.
3. Upon selection of a Contractor, no work shall occur until the following is complete:
  - a. The construction documents have been reviewed and approved by Landlord.
  - b. Copies of the required permits from the AHJ are provided to Landlord's construction representative.
  - c. The Contractor has provided a Certificate of Insurance to Landlord's construction representative naming Landlord and additional named insureds indicated in the Lease Agreement as additional insureds. Policy limits shall be in accordance with the Lease.
  - d. Contractor has provided a project directory including contractor's contacts (project executive, project manager, superintendent, etc.), emergency contacts and subcontractor list and contacts to Landlord's construction representative.

#### **SITE LOGISTICS AND SAFETY**

1. All work shall be performed in accordance with OSHA regulations.
  - a. Contractor shall always maintain a safety plan and is responsible for all safety on the project.
  - b. The safety plan shall be updated regularly in accordance with the scope and progress of the work and shall be made available upon request.
  - c. The safety plan shall include lock-out tag-out procedures where required by the scope of work to

- be performed.
- d. Paper copies of SDS sheets shall be maintained on site at all times for any hazardous substance used on the project.
  2. Contractor shall provide logistics plans for all work that will affect common area traffic and exterior spaces outside of the Premises. Logistics plans shall be provided for work at any building entrance or pedestrian or vehicular traffic area that is affected by the work. Logistics plans shall address all concerns of Landlord's construction representative and shall be updated regularly to reflect the progress of the work.
  3. Contractor shall provide a dumpster for their waste and shall provide temporary toilets for their personnel. Contractor shall ensure temporary controls are maintained regularly and are coordinated with Landlord's construction manager.
  4. Contractor shall not use any spaces outside of the Premises without prior approval from Landlord's construction manager.
  5. Contractor's personnel shall park personal and company vehicles only in the location on the site identified by Landlord's construction manager.
  6. **Failure of the contractor to adequately manage project safety, construction barriers, traffic control and other safety related items will result in the work of the project being stopped.** Landlord reserves the right to directly address these issues with their own forces or contracted forces as necessary based on the circumstances. Work will not be permitted to resume until all safety issues have been addressed and the contractor has demonstrated the issues encountered will not occur in the future. All costs borne by the Landlord due to issues of this nature will be charged to the Tenant.

## CONSTRUCTION

1. Contractor's on-site representative shall communicate regularly with Landlord's construction representative regarding the progress of the work and upcoming logistical issues associated with the work. This communication includes all interaction identified in this document to occur with the Landlord's construction representative. Landlord's construction representative shall be receive copies of all schedule updates.
2. The work areas shall always be kept neat and tidy by the contractor as follows:
  - a. Contractor shall remove waste daily from the work area. All trash and construction debris shall be placed in trash receptacles provided by the Contractor.
  - b. Contractor shall provide and maintain sticky mats as well as other dust control measures at all construction entrances.
  - c. Contractor shall cleanup work areas and all surfaces in common areas affected by the work on a daily basis.

Contractor shall immediately address any issues presented by Landlord's construction representative. Failure to address any request of this nature immediately will result in the Landlord undertaking the resolution required. All costs borne by the Landlord will be charged to the Tenant.

3. Contractor's personnel shall not be under the influence of alcohol or a Schedule 1 or 2 controlled substance (regardless of its legal status) while onsite. Violators will be asked to leave the site and will not be permitted to return to the project.
4. The work of the Contractor shall ensure that all existing fire ratings are maintained, whether they are identified or not.
5. Where the work requires the penetration of the building envelope, the Contractor shall not perform any work until a thorough on-site review of the work scheduled occurs with Landlord's construction representative. The Contractor shall review the scope of the work and where all the components of the work will be placed (louvers, vents, windows, conduits, junction boxes, light fixtures, equipment, ornament, etc.) on the building. Contractor shall review the methods and products that will be used to ensure the building penetrations will be watertight.
6. Should an existing window glazing unit or window system be removed and reinstalled during the project,

the Contractor shall engage a recognized testing agency approved by Landlord's construction representative to confirm the glazing unit or system was reinstalled properly as follows:

- a. The glazing gaskets are intact.
- b. The sealants are installed properly.
- c. There is no air or water leakage.

#### **CLOSEOUT**

1. Contractor shall provide the following to Landlord's construction representative (unless noted otherwise) at the completion of the project:
  - a. Occupancy Certificate
  - b. Marked-up final as-built drawings
  - c. Copies of the following Tests and Certifications:
    1. HVAC Testing and Balancing.
    2. Fire Alarm.
    3. Fire Sprinkler.
    4. Others as required by the scope of the work or requested by the Property Manager.
  - d. Final, unconditional notarized lien waivers for contractor and for subcontractors who have filed or submitted a notice of lien rights.

## EXHIBIT G

### **Redevelopment Work Letter**

1. **Purpose**. This Redevelopment Work Letter establishes responsibilities for the design and construction of the improvements and refurbishments to be made to the Premises (collectively, the “**Redevelopment Improvements**”). If there is a conflict between the terms and provisions of this Redevelopment Work Letter and the Lease, this Redevelopment Work Letter shall control. This Redevelopment Work Letter is part of the Lease and is subject to all of its terms and conditions. Unless the context otherwise requires, any references to the Lease shall include the Work Letter and the obligations herein shall, to the extent applicable, continue during the Term. Unless otherwise defined in this Redevelopment Work Letter, all words and terms defined and used in the Lease with initial capital letters have the same meaning when used with initial capital letters in this Redevelopment Work Letter.

2. **Construction Representatives**. Tenant’s primary representative for construction matters is Michael Wright (“**Tenant’s Primary Representative**”), whose email address is: [michael.wright@urbanstoryventures.com](mailto:michael.wright@urbanstoryventures.com) and phone number is: 423-580-5939. Landlord’s primary representative for construction matters is Michael S. Kirk (“**Landlord’s Primary Representative**”), whose email address is: [michaelk@hamiltontn.gov](mailto:michaelk@hamiltontn.gov) and phone number is: 423-209-7960. Each of Landlord and Tenant may, by written notice to the other, appoint: (i) a new Landlord’s Primary Representative or Tenant’s Primary Representative, as applicable, or (ii) additional representatives entitled to send and receive construction-related communications on behalf of Landlord or Tenant (collectively, “**Additional Construction Representatives**”), as the case may be. All notices and deliveries with respect to construction matters will be made to Tenant’s Representative or Landlord’s Representative, as applicable, and/or their Additional Construction Representatives.

3. **Redevelopment Improvements**. Tenant, at its sole cost and expense, shall perform or cause to be performed all work necessary and appropriate to construct the Redevelopment Improvements in the Premises in accordance with the Redevelopment Plans submitted to and approved by Landlord (collectively, the “**Redevelopment Work**”) under this Work Letter. The Redevelopment Work shall be performed in a good and workmanlike fashion, in accordance with the requirements set forth herein and in compliance with all applicable Governmental Requirements. Tenant shall commence the construction of the Redevelopment Work promptly following the preconstruction activities provided for in Section 5 below and shall diligently proceed with all such construction in accordance with the Construction Schedule (as hereinafter defined).

4. **Plans and Specifications; Permits.**

(a) **Space Plan**. Within 145 days following the Lease Date, Tenant shall cause its architect, which shall be approved by Landlord (“**Tenant’s Architect**”), to prepare Tenant’s space plans for the Redevelopment Work sufficient to convey the architectural design of the remainder of the Premises, including, without limitation, the location of doors, partitions, electrical and telephone outlets, plumbing fixtures, heavy floor loads and other special requirements (collectively, the “**Building Space Plan**”). The Building Space Plan shall be subject to Landlord’s approval, which approval shall not be unreasonably withheld, delayed or conditioned, provided that such Building Space Plan complies with the requirements of this Section 4.

(b) **Proposed Plans and Specifications**. Within 90 days following Landlord’s approval of the final Building Space Plan, Tenant shall cause its architect approved by Landlord (“**Tenant’s Architect**”) to prepare from the final Building Space Plan, complete plans and specifications, shop drawings and submittals covering all of the Redevelopment Work (collectively, the “**Proposed Redevelopment Plans**”). The Proposed Redevelopment Plans shall: (i) consist of one complete set of plans and specifications covering all of the Redevelopment Work (i.e., Tenant shall not be permitted to submit multiple sets of plans and specifications or multiple phases); (ii) be compatible with the structure and mechanical systems and with the design, construction and equipment of the Building; (iii) comply with all Governmental Requirements, including, but not limited to, the ADA and all regulations and orders promulgated pursuant to the ADA (the “**Construction Requirements**”); (iv) comply with all applicable industry standard insurance regulations as well as any insurance requirements peculiar to the Building; and (v) be consistent with the approved Building Space Plan. Landlord shall approve or disapprove Tenant’s Proposed Redevelopment Plans within a reasonable period of time after receipt from Tenant. Tenant shall be responsible for paying the reasonable costs paid by Landlord to third parties for review of the Building Space Plan and Proposed Redevelopment

Plans and other documents under this Work Letter. If Landlord shall disapprove of any portion of the Proposed Redevelopment Plans, Landlord shall advise Tenant of the reasons therefor. Tenant shall within 30 days submit to Landlord, for Landlord's approval (which approval will not be unreasonably withheld, delayed or conditioned), a redesign of the Proposed Redevelopment Plans, incorporating the revisions required by Landlord. Landlord agrees not to unreasonably withhold its approval of the Proposed Redevelopment Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its consent because, in Landlord's opinion: (1) the Redevelopment Improvements are likely to adversely affect Building systems, the structure of the Building or the safety of its occupants; (2) the Redevelopment Improvements would increase the cost of services paid for by Landlord as owner and/or occupant of the Building; (3) the Redevelopment Improvements would violate any Construction Requirements; (5) the Proposed Redevelopment Plans indicate that the Redevelopment Improvements will contain or use hazardous or toxic materials; (6) the Redevelopment Improvements would adversely affect the appearance of the Building; or (7) the Proposed Redevelopment Plans permit a design that increases the density for the Premises above the maximum density permitted by the Lease and/or applicable Governmental Requirements. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent, whether such other reasons are similar to or dissimilar from the foregoing. Landlord shall cooperate with Tenant by discussing or reviewing preliminary plans and specifications, at Tenant's request, prior to completion of the full, final detailed Proposed Redevelopment Plans in order to expedite preparation of same and the approval process.

(c) Notwithstanding anything herein to the contrary, if Tenant fails to: (i) perform any of its obligations under this Section 4 within the time periods prescribed for same herein, or (ii) deliver the Proposed Redevelopment Plans approved by Landlord and ready to be submitted for permits on or before December 8, 2026, then any such failure shall be deemed a Milestone Failure for purposes of Section 6 below. Additionally, in the event that the parties, acting reasonably and in good faith, are unable to agree on the Building Space Plan or the Proposed Redevelopment Plans within 60 days of the date on which Tenant is required to submit such plans, as applicable, then a Milestone Failure will be deemed to have occurred for purposes of Section 6 below.

(d) Tenant shall be solely responsible for the content of the Building Space Plan and the Proposed Redevelopment Plans (collectively, the "**Redevelopment Plans**") and the coordination thereof with the Building design. **LANDLORD'S APPROVAL OF ANY PLANS IS NOT A WARRANTY, COVENANT OR ASSURANCE BY LANDLORD THAT: (I) THE EQUIPMENT AND/OR SYSTEMS SHOWN THEREIN WILL FUNCTION AS DESIGNED; (II) THE PLANS WILL BE SUFFICIENT FOR THE ISSUANCE OF ANY REQUIRED PERMITS; (III) THE PLANS COMPLY WITH ANY CONSTRUCTION REQUIREMENTS; OR (IV) THAT THE LEASEHOLD IMPROVEMENTS WILL NOT INTERFERE WITH OR ADVERSELY AFFECT ANY BUILDING SYSTEMS.** With respect to the Redevelopment Improvements, Tenant shall be solely responsible for compliance with all Construction Requirements. Notwithstanding the foregoing, if Landlord reasonably determines at any time that the Redevelopment Improvements described on the Plans do or will unreasonably interfere with and/or otherwise adversely affect any building systems or do not or will not comply with any Construction Requirements, then such drawings shall be amended, at Tenant's cost, so that the Redevelopment Improvements will not interfere with, and/or otherwise adversely affect such building systems and/or will not violate any Construction Requirements, and Tenant shall be responsible for any delay arising in connection therewith. The Proposed Redevelopment Plans shall also be revised, and the Redevelopment Improvements shall be changed, to incorporate any work required in the Premises by any local governmental field inspector.

(e) Permits. Within five (5) Business Days following Landlord's approval of the Redevelopment Plans, Tenant will submit same to the authorities having or claiming jurisdiction over the Premises and the Redevelopment Work (collectively, the "**Governmental Authorities**") and apply for a building permit and all other licenses and approvals required from Governmental Authorities to perform the Redevelopment Work (collectively, the "**Permits**"). If, following Tenant's submittal of the Redevelopment Plans, the Governmental Authorities request more detail with respect to any aspect of the Redevelopment Plans or any revisions to the Redevelopment Plans prior to issuing the Permits, Tenant shall cause its design team to make such requested revisions to the Redevelopment Plans and to submit the same to Landlord, and the process outlined in subsection (b) above shall continue until the Redevelopment Plans have been approved by the Governmental Authorities and the Permits have issued to Tenant. Tenant shall provide Landlord with a copy of each Permit within five (5) days of receipt of same.

## 5. **Preconstruction Activities**.

(a) Required Deliveries. Prior to commencing the Redevelopment Improvements, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(i) a detailed construction schedule containing the major components of the Redevelopment Improvements and the approximate time required for each such component, including the scheduled commencement date of construction of the Redevelopment Improvements, milestone dates and the estimated date of completion of construction (the "Construction Schedule"), which Construction Schedule shall be subject to Landlord's prior approval, not to be unreasonably withheld, conditioned or delayed;

(ii) an itemized statement of the estimated construction cost, including permits and architectural and engineering fees;

(iii) the names and addresses of Tenant's contractors (and the contractors' subcontractors) to be engaged by Tenant for the Redevelopment Work (collectively, "Tenant's Contractors"); Landlord has the right to approve or disapprove Tenant's Contractors, which approval shall not be unreasonably withheld or exercised; Tenant shall not employ as Tenant's Contractors any persons or entities so disapproved by Landlord; if Landlord has affirmatively approved only certain contractor(s) and/or subcontractor(s) from Tenant's list, Tenant shall employ as Tenant's Contractors only those persons or entities so approved; Landlord may, at its election, designate a list of approved contractors for performance of work involving electrical, mechanical, plumbing or life-safety systems, from which Tenant must select Tenant's Contractors for such work;

(iv) certified copies of insurance policies or certificates of insurance as hereinafter described. Tenant shall not permit Tenant's Contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates of insurance have been delivered to Landlord; and

(v) a copy of all necessary building permits.

Tenant will update such information and items by notice to Landlord of any changes.

(b) Final Requirements. No Redevelopment Work shall be undertaken or commenced by Tenant in the Premises until:

(i) the Redevelopment Plans have been submitted to and approved by Landlord;

(ii) the necessary building permits have been obtained by Tenant and copies thereof have been submitted to and approved by Landlord;

(iii) all required insurance coverages have been obtained by Tenant (failure of Landlord to receive evidence of such coverage upon commencement of the Redevelopment Improvements shall not waive Tenant's obligations to obtain such coverages.);

(iv) items required to be submitted to Landlord prior to commencement of construction of the Redevelopment Improvements have been so submitted and have been approved, where required; and

(v) Landlord has given written notice that the Redevelopment Work can proceed, subject to such reasonable conditions as Landlord may impose.

6. Construction Milestones. The Construction Schedule approved by Landlord will set forth a list of milestones ("Construction Milestones") and required milestone dates ("Milestone Dates") reasonably calculated to ensure the diligent prosecution of the Redevelopment Work by Tenant. In the event that Tenant fails to achieve any Construction Milestone within 60 days after the applicable Milestone Date (a "Milestone Failure"), such Milestone Failure shall be deemed an Event of Default under the Lease, and Landlord shall have all rights and remedies afforded to it under Section 20(b) of the Lease.

7. **Charges and Fees.** Tenant shall be responsible for all costs and expenses associated with the Redevelopment Work, including, without limitation, costs of preparing the Redevelopment Plans and all hard and soft costs relating to the design, construction, and completion of the Redevelopment Improvements. In no event shall Landlord be required to contribute towards or reimburse Tenant for any portion of the costs of the Redevelopment Work, it being acknowledged and agreed by Landlord and Tenant that Tenant's complete responsibility for the costs of such Redevelopment Work is an integral part of the transaction contemplated by this Lease.

8. **Change Orders.** All changes to the final Redevelopment Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Redevelopment Improvements. All delays caused by Tenant-initiated change orders, including, without limitation, any stoppage of work during the change order review process, are solely the responsibility of Tenant.

9. **Standards of Design and Construction and Conditions of Tenant's Performance.** All work done in or upon the Premises by Tenant shall be done according to the standards set forth in Section 17 of the Lease and in this Section 9, except as the same may be modified in the Redevelopment Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant shall obtain, at its own cost and expense, all required building permits and, when construction has been completed, shall obtain, at its own cost and expense, an occupancy permit for the Premises (if issued by the applicable local government authority), a copy of which permit shall be delivered to Landlord. Tenant's failure to obtain such permits shall not cause a delay in any obligations set forth in the Lease.

(b) Landlord shall have the right, but not the obligation, to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any work (i) that Landlord deems to be necessary on an emergency basis, (ii) that pertains to structural components, building systems or the general utility systems for the Building, (iii) that pertains to the erection of temporary safety barricades or signs during construction, or (iv) that pertains to patching or correction of the Redevelopment Improvements and other work in the Building.

(c) Tenant shall use only new, first-class materials in the Redevelopment Work, except where explicitly shown otherwise in the Redevelopment Plans approved by Landlord and Tenant. Tenant shall obtain such usual and customary warranties from Tenant's general contractor of at least one year's duration from the substantial completion of the Redevelopment Improvements against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Redevelopment Improvements.

(d) Tenant and Tenant's Contractors, in performing the Redevelopment Work, shall not unreasonably interfere with any other tenants or occupants of the Building. Tenant and Tenant's Contractors shall make all efforts and take all steps appropriate for construction activities undertaken in a fully occupied first-class office building so as not to interfere with the operation of the Building and shall, in any event, comply with all reasonable rules and regulations existing from time to time at the Building. Tenant and Tenant's Contractors shall take all reasonable precautionary steps to minimize dust, noise and construction traffic and to protect their facilities and the facilities of others affected by the Redevelopment Improvements and to properly police same. Construction equipment and materials are to be kept within the Premises, and delivery and loading of equipment and materials shall be done at such locations and at such time as Landlord shall reasonably direct so as not to burden the construction or operation of the Building.

(e) All contracts for Redevelopment Improvements shall be in the name of Tenant, and Tenant shall not permit any liens to be established against the Premises or the Building for Redevelopment Improvements, except as permitted by Section 22(c). All Redevelopment Improvements are to be performed solely for the benefit of Tenant, and none of Tenant's Contractors shall look to Landlord for satisfaction of any work performed. Notwithstanding the foregoing, any amounts paid by Landlord to pay for the release of any lien against the Premises or the Building may be invoiced by Landlord to Tenant as Additional Rent, which amount shall be paid within ten (10) days after Tenant's receipt of Landlord's written invoice.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's Contractors in performing work to cease work and remove its equipment and employees from the Building.

(g) Tenant shall permit access to the Premises, and the Redevelopment Improvements shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives at all times during the period in which the Redevelopment Improvements are being constructed and installed and following completion of the Redevelopment Improvements.

(i) Tenant shall proceed with its work expeditiously, continuously and efficiently, and shall use all reasonable efforts to complete the same as soon as reasonably practicable. Tenant shall notify Landlord upon completion of the Redevelopment Improvements and shall furnish Landlord with such further documentation as may be necessary under this Work Letter.

(j) Tenant shall have no authority to deviate from the Redevelopment Plans in performance of the Redevelopment Improvements, except as authorized by Landlord and Landlord's Representative in writing. Tenant shall furnish to Landlord "as-built" drawings of the Redevelopment Improvements within thirty (30) days after completion of the Redevelopment Improvements.

(k) Landlord shall have the right to run utility lines, pipes, conduits, duct work and component parts of all mechanical and electrical systems where necessary or desirable through the Premises, to repair, alter, replace or remove the same, and to require Tenant to install and maintain proper access panels thereto.

(l) Tenant shall impose on and enforce all applicable terms of this Work Letter against Tenant's Architect and Tenant's Contractors.

10. **Miscellaneous.**

(a) **Time of the Essence.** Time is of the essence as to each and every term and provision of this Work Letter. In all instances where Tenant is required to approve an item, if no written notice of approval is given within the stated time period at the end of said period the item shall automatically be deemed approved. Except as otherwise provided, all references herein to a "number of days" shall mean and refer to calendar days.

(b) **Incorporation.** This Work Letter is and shall be incorporated by reference in the Lease and all of the terms and provisions of the Lease are incorporated herein for all purposes.

(c) **Tenant's Financial Commitment.** Tenant shall have the sole responsibility and obligation to obtain such equity and debt financing as may be required for the acquisition and development of the Redevelopment Work.

(d) **No Liens.** Tenant shall not allow the Redevelopment Improvements, the Premises, or the Building or any portion thereof to be subjected to any mechanic's, materialmen's, other liens, or encumbrances arising out of the performance of the Redevelopment Work, except as permitted by Section 22(c).

(e) **Indemnification.** Tenant hereby indemnifies and agrees to defend and hold Landlord and all Landlord Affiliates harmless from and against any and all suits, claims, actions, losses, costs, or expenses of any nature whatsoever, together with reasonable attorney's fees for counsel of Landlord's choice, arising out of or in connection with the Redevelopment Work (including, but not limited to, claims for breach of warranty, worker's compensation, personal injury, or property damage, and any materialmen's and mechanic's liens); provided, however, such indemnity obligation of Tenant shall not apply to the extent such claims, actions, losses, costs, or expenses arise due to the negligence or willful misconduct of Landlord or any Landlord Affiliate.

(f) **Coordination.** All Tenant Affiliates must work in harmony with, and shall not interfere with, any labor employed by Landlord, Landlord's contractors, or by any other tenant or its contractors with respect to any portion of the Premises. Landlord agrees to reasonably cooperate with Tenant's completion of the Redevelopment Improvements, including, without limitation, the operation of the Building and the orderly scheduling of maintenance and repairs in effort to avoid or minimize any interference therewith.

(g) **No Waiver.** Nothing herein contained shall be construed as: (i) constituting Tenant as Landlord's agent for any purpose whatsoever; or (ii) a waiver by Landlord or Tenant of any of the terms or provisions

of the Lease. Any default by Tenant following the giving of notice and the passage of any applicable cure period with respect to any portion of this Work Letter shall be deemed a breach of the Lease for which Landlord shall have all the rights and remedies as in the case of a breach of said Lease.

(h) Warranty. Tenant shall cause Contractor to provide warranties for not less than one (1) year (or such shorter time as may be customary and available without additional expense to Tenant) against defects in workmanship, materials, and equipment in connection with the Redevelopment Work.

(i) Insurance. In addition to any insurance that may be required under the Lease, Tenant shall secure, pay for and maintain or cause all of Tenant's contractors and subcontractors to secure, pay for and maintain during the continuance of construction and fixturing work within the Building or Premises, insurance in the minimum coverages and limits of liability set forth on EXHIBIT E attached hereto.

**EXHIBIT H-1**

**Form of Personal Guaranty**

**GUARANTY**

THIS GUARANTY (this "**Guaranty**"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by James K. White, III, an individual resident of the State of Tennessee ("**Guarantor**") in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("**Landlord**") and any subsequent owner or holder of the Lease.

**R E C I T A L S :**

WHEREAS, Landlord has entered into that certain Lease Agreement dated \_\_\_\_\_, 2026 (as amended from time to time, the "**Lease**") with Jailhouse Properties, LLC, a Tennessee limited liability company (together with any permitted successors, assigns and subtenants under the Lease, "**Tenant**"), in which Guarantor has a direct or indirect financial interest or affiliation, and provides for the leasing to Tenant of space in the building located at 601 Walnut Street, Chattanooga, Tennessee 37402;

WHEREAS, Landlord will not enter into the Lease unless Guarantor guarantees the obligations of Tenant under the Lease as set forth herein; and

WHEREAS, Guarantor derives benefits from the Lease to Tenant.

NOW THEREFORE, as a material inducement to Landlord to enter into the Lease, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged and confessed, Guarantor does hereby, irrevocably and unconditionally, warrant and represent unto and covenant and agree with Landlord as follows:

1. **Defined Terms**. All capitalized terms that are not otherwise defined herein shall be defined as set forth in the Lease.

2. **Guaranty**. Guarantor hereby unconditionally guarantees the following (collectively, the "**Obligations**"):

- a. **Payment**. The full, faithful and punctual payment of all Rent and other amounts due to Landlord under the Lease by Tenant (including amounts associated with any holdover period), together with interest or late charges on all of the foregoing as provided in the Lease and all other costs and expenses of collection and enforcement; and
- b. **Performance**. The full, faithful and punctual performance by Tenant of all the terms, provisions and conditions of the Lease, including, without limitation, Tenant's obligation to perform the Redevelopment Work pursuant to the Redevelopment Work Letter.

3. **No Discharge**. This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding:

- a. **Amendment**. Any extension, modification, amendment or alteration of the Lease, including without limitation those that result in the creation, expansion, renewal or extension of the Obligations or the acceleration of maturity of the Obligations (collectively, "**Alteration of Obligations**");
- b. **Assignment**. Any assignment of the Lease, with or without the consent of Landlord, and with or without the consent of Guarantor;

- c. **Bankruptcy.** Any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof; or
- d. **Release.** Any release, extension or modification of the liability of Tenant or any other party liable under the Lease or any other guaranty of the Lease.

4. **Unconditional Guaranty.** This Guaranty shall in all respects be a present, continuing, absolute and unconditional guaranty of payment and performance and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor or Tenant, or any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Guarantor or Tenant or by any defense which Tenant may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. This Guaranty is a guaranty of payment and not of collection.

5. **Joint and Several Liability.**

- a. **Primary Liability.** The liability of Guarantor under this Guaranty shall be joint and several and primary and direct and in addition to any right of action which shall accrue to Landlord under the Lease.
- b. **Proceeding Against Guarantor.** The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord shall have the right, at its option, to proceed against Guarantor (or any one or more parties constituting Guarantor) without commencing any action, joining or obtaining a judgment against Tenant, any other guaranty of the Lease or any other person or entity.

6. **Default.**

- a. **Enforcement of Rights.** In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, under this Guaranty and under any other guaranty of the Lease.
- b. **Remedies Non-exclusive.** All rights, powers and remedies available to Landlord in the event of a Tenant default under the Lease shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, under this Guaranty, under any other guaranty of the Lease or otherwise available by law or in equity.
- c. **Subrogation.** Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord, and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Waivers.**

- a. **Defenses.** Guarantor expressly and irrevocably waives and hereby agrees not to assert or take advantage of any of the following defenses to the extent they are available to Tenant or Guarantor:
  - i. **Statute of Limitations.** Any defense of the statute of limitations in any action hereunder or in any action for collection of the Obligations;
  - ii. **Failure to Enforce.** Any defense that may arise by reason of the failure of the Landlord to file or enforce a claim against Guarantor or Tenant in bankruptcy or in any other proceeding;
  - iii. **Duty to Disclose.** Any duty on the part of Landlord to disclose to Guarantor any facts it may know or may hereafter acquire regarding Tenant;

- iv. *Lack of Due Diligence*. Any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations;
  - v. *Demand*. Any demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty and any and all other notices or demands to which Guarantor might otherwise be entitled by law.
  - vi. *Election of Remedies*. Any defense based upon an election of remedies by Landlord which destroys or otherwise impairs in any way any subrogation rights of Guarantor or the right of Guarantor to proceed against Tenant for reimbursement.
  - vii. *Bankruptcy*. Any defense based on any rejection or disaffirmance of the guaranteed Obligations, or any part thereof, or any security held therefor, in any such proceedings in bankruptcy or reorganization.
- b. Waivers. Guarantor hereby unconditionally and irrevocably agrees that:
- i. *Subrogation*. Guarantor shall have no right of subrogation, and Guarantor waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant;
  - ii. *Notice*. Guarantor waives notice of acceptance of this Guaranty and of any Alteration of Obligations, including without limitation any extension of the Term of the Lease or expansion of the Premises;
  - iii. *Presentment*. Guarantor waives presentment, demand, notice of protest, notice of dishonor and all other demands and notices in connection with the delivery, acceptance and performance of the Obligations or of this Guaranty;
  - iv. *Security*. Guarantor waives any benefit of, and any right to participate in, any security now or hereafter held by Landlord;
  - v. *Third Parties*. Guarantor waives any right to require Landlord, as a condition of payment or performance by Guarantor, to proceed against Tenant, any other guarantor or any other person; and
  - vi. *Deposits*. Guarantor waives any right to require Landlord to proceed against or have resort to any balance of any deposit account or credit on the books of Landlord in favor of Tenant or any other person.
- c. Subordination. Any indebtedness, claims, reimbursements, right of set-off or remedies (including, without limitation, interest obligations and rights of indemnity) which Guarantor may have against Tenant now or hereafter existing shall be, and hereby are deferred, postponed and subordinated to the Obligations whether such claim, right or remedy arises in equity, under contract, by statute, under common law, or otherwise and Guarantor agrees to refrain from asserting the same until the Obligations are paid in full.
- d. Fraudulent Conveyances. Guarantor hereby unconditionally and irrevocably agrees and guarantees (on a joint and several basis) to make full and prompt payment to Landlord of any of the Obligations or other sums paid to Landlord pursuant to the Lease which Landlord is subsequently ordered or required to pay or disgorge on the grounds that such payments constituted an avoidable preference or a fraudulent transfer under applicable bankruptcy, insolvency or fraudulent transfer laws; and Guarantor shall fully and promptly indemnify Landlord for all costs (including, without limitation,

attorney's fees) incurred by Landlord in defense of such claims of avoidable preference or fraudulent transfer.

- e. **Survival.** The provisions of this Section 7 together with any additional waivers hereunder shall continue and survive after the payment and satisfaction of the Obligations, and the termination or discharge of Guarantor's obligations under this Guaranty.

8. **Reaffirmation.** At the request of Landlord, Guarantor will provide a duly executed reaffirmation of this Guaranty (a "**Reaffirmation**"). Notwithstanding the foregoing, or any provision in the Lease requiring Tenant to obtain a Reaffirmation in connection with amendments to the Lease or the exercise by Tenant of any option under the Lease that result in an Alteration of Obligations, the failure by Guarantor to deliver a Reaffirmation will under no circumstances negate or otherwise limit the obligations of Guarantor under this Guaranty, including without limitation any expansion of the scope of the Obligations related to an Alteration of Obligations.

9. **Choice of Law.** This Guaranty is to be performed in the State of Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts laws or choice of law rules.

10. **Time of Essence.** Time is of the essence of this Guaranty.

11. **Notices.** Any notice required or permitted by the provisions of this Guaranty shall be in writing and either (a) personally delivered or (b) delivered by a nationally recognized overnight delivery service providing proof of delivery, to the addresses set out below or at such other addresses in the continental United States as are specified by written notice delivered at least ten (10) business days in advance of the effective date of the change:

Landlord: Hamilton County, Tennessee  
c/o Hamilton County Attorney  
625 Georgia Avenue  
Chattanooga, TN 37402  
Attn: County Attorney  
Email: JanieV@hamiltontn.gov

With a copy to: Hamilton County Real Property Office  
4005 Cromwell Road  
Chattanooga, TN 37421  
Attn: Real Property Manager  
Email: LynnM@hamiltontn.gov

Guarantor: James K. White, III  
601 Market Street, Fifth Floor  
Chattanooga, TN 37402

Notice will be deemed to have been given on the date of personal delivery or the date placed in the possession of the overnight delivery service, as applicable, but any time period provided in this Guaranty for a response to the notice will not commence until the date of receipt. Any refusal to accept delivery or inability to make delivery because of a change of address as to which no timely notice was given will conclusively constitute receipt of the notice on the date given.

12. **Authority.** Guarantor is authorized by all required corporate or partnership action to enter into this Guaranty and the individual(s) signing this Guaranty on behalf of Guarantor are each authorized to bind Guarantor to its terms.

13. **Successors and Assigns.** This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

14. **Fees and Expenses.** If: (a) Landlord retains an attorney for collection of this Guaranty, or this Guaranty is collected through any legal proceeding; (b) an attorney is retained to represent Landlord in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) an attorney is retained to represent Landlord in any proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Landlord upon demand all reasonable attorney's fees, costs and expenses actually incurred in connection therewith, in addition to all other amounts due hereunder.

15. **Release of Guaranty.** Notwithstanding anything contained herein to the contrary, provided that no Event of Default has occurred at any point during the first ten (10) Lease Years of the Term and Guarantor delivers written notice of same to Landlord without Landlord promptly presenting evidence to the contrary, Guarantor shall be released and discharged from its Obligations under this Guaranty arising from and after the last day of such 10<sup>th</sup> Lease Year.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Guarantor has executed under seal and delivered this Guaranty to Landlord on the date and year above first written.

GUARANTOR:

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JAMES K. WHITE, III

**EXHIBIT H-2**

**Form of Corporate Guaranty**

**GUARANTY**

THIS GUARANTY (this "**Guaranty**"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by **URBAN STORY VENTURES LLC**, a Tennessee limited liability company ("**Guarantor**") in favor of **HAMILTON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee ("**Landlord**") and any subsequent owner or holder of the Lease.

**R E C I T A L S** :

WHEREAS, Landlord has entered into that certain Lease Agreement dated \_\_\_\_\_, 2026 (as amended from time to time, the "**Lease**") with Jailhouse Properties, LLC, a Tennessee limited liability company (together with any permitted successors, assigns and subtenants under the Lease, "**Tenant**"), in which Guarantor has a direct or indirect financial interest or affiliation, and provides for the leasing to Tenant of space in the building located at 601 Walnut Street, Chattanooga, Tennessee 37402;

WHEREAS, Landlord will not enter into the Lease unless Guarantor guarantees the obligations of Tenant under the Lease as set forth herein; and

WHEREAS, Guarantor derives benefits from the Lease to Tenant.

NOW THEREFORE, as a material inducement to Landlord to enter into the Lease, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged and confessed, Guarantor does hereby, irrevocably and unconditionally, warrant and represent unto and covenant and agree with Landlord as follows:

1. **Defined Terms**. All capitalized terms that are not otherwise defined herein shall be defined as set forth in the Lease.

2. **Guaranty**. Guarantor hereby unconditionally guarantees the following (collectively, the "**Obligations**"):

c. **Payment**. The full, faithful and punctual payment of all Rent and other amounts due to Landlord under the Lease by Tenant (including amounts associated with any holdover period), together with interest or late charges on all of the foregoing as provided in the Lease and all other costs and expenses of collection and enforcement; and

d. **Performance**. The full, faithful and punctual performance by Tenant of all the terms, provisions and conditions of the Lease, including, without limitation, Tenant's obligation to perform the Redevelopment Work pursuant to the Redevelopment Work Letter.

3. **No Discharge**. This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding:

e. **Amendment**. Any extension, modification, amendment or alteration of the Lease, including without limitation those that result in the creation, expansion, renewal or extension of the Obligations or the acceleration of maturity of the Obligations (collectively, "**Alteration of Obligations**");

f. **Assignment**. Any assignment of the Lease, with or without the consent of Landlord, and with or without the consent of Guarantor;

- g. **Bankruptcy.** Any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof; or
- h. **Release.** Any release, extension or modification of the liability of Tenant or any other party liable under the Lease or any other guaranty of the Lease.

4. **Unconditional Guaranty.** This Guaranty shall in all respects be a present, continuing, absolute and unconditional guaranty of payment and performance and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor or Tenant, or any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Guarantor or Tenant or by any defense which Tenant may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. This Guaranty is a guaranty of payment and not of collection.

5. **Joint and Several Liability.**

- c. **Primary Liability.** The liability of Guarantor under this Guaranty shall be joint and several and primary and direct and in addition to any right of action which shall accrue to Landlord under the Lease.
- d. **Proceeding Against Guarantor.** The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord shall have the right, at its option, to proceed against Guarantor (or any one or more parties constituting Guarantor) without commencing any action, joining or obtaining a judgment against Tenant, any other guaranty of the Lease or any other person or entity.

6. **Default.**

- d. **Enforcement of Rights.** In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, under this Guaranty and under any other guaranty of the Lease.
- e. **Remedies Non-exclusive.** All rights, powers and remedies available to Landlord in the event of a Tenant default under the Lease shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, under this Guaranty, under any other guaranty of the Lease or otherwise available by law or in equity.
- f. **Subrogation.** Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord, and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Waivers.**

- b. **Defenses.** Guarantor expressly and irrevocably waives and hereby agrees not to assert or take advantage of any of the following defenses to the extent they are available to Tenant or Guarantor:
  - i. **Statute of Limitations.** Any defense of the statute of limitations in any action hereunder or in any action for collection of the Obligations;
  - ii. **Failure to Enforce.** Any defense that may arise by reason of the failure of the Landlord to file or enforce a claim against Guarantor or Tenant in bankruptcy or in any other proceeding;
  - iii. **Duty to Disclose.** Any duty on the part of Landlord to disclose to Guarantor any facts it may know or may hereafter acquire regarding Tenant;

- iv. Lack of Due Diligence. Any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations;
  - v. Demand. Any demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty and any and all other notices or demands to which Guarantor might otherwise be entitled by law.
  - vi. Election of Remedies. Any defense based upon an election of remedies by Landlord which destroys or otherwise impairs in any way any subrogation rights of Guarantor or the right of Guarantor to proceed against Tenant for reimbursement.
  - vii. Bankruptcy. Any defense based on any rejection or disaffirmance of the guaranteed Obligations, or any part thereof, or any security held therefor, in any such proceedings in bankruptcy or reorganization.
- f. Waivers. Guarantor hereby unconditionally and irrevocably agrees that:
- vii. Subrogation. Guarantor shall have no right of subrogation, and Guarantor waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant;
  - viii. Notice. Guarantor waives notice of acceptance of this Guaranty and of any Alteration of Obligations, including without limitation any extension of the Term of the Lease or expansion of the Premises;
  - ix. Presentment. Guarantor waives presentment, demand, notice of protest, notice of dishonor and all other demands and notices in connection with the delivery, acceptance and performance of the Obligations or of this Guaranty;
  - x. Security. Guarantor waives any benefit of, and any right to participate in, any security now or hereafter held by Landlord;
  - xi. Third Parties. Guarantor waives any right to require Landlord, as a condition of payment or performance by Guarantor, to proceed against Tenant, any other guarantor or any other person; and
  - xii. Deposits. Guarantor waives any right to require Landlord to proceed against or have resort to any balance of any deposit account or credit on the books of Landlord in favor of Tenant or any other person.
- g. Subordination. Any indebtedness, claims, reimbursements, right of set-off or remedies (including, without limitation, interest obligations and rights of indemnity) which Guarantor may have against Tenant now or hereafter existing shall be, and hereby are deferred, postponed and subordinated to the Obligations whether such claim, right or remedy arises in equity, under contract, by statute, under common law, or otherwise and Guarantor agrees to refrain from asserting the same until the Obligations are paid in full.
- h. Fraudulent Conveyances. Guarantor hereby unconditionally and irrevocably agrees and guarantees (on a joint and several basis) to make full and prompt payment to Landlord of any of the Obligations or other sums paid to Landlord pursuant to the Lease which Landlord is subsequently ordered or required to pay or disgorge on the grounds that such payments constituted an avoidable preference or a fraudulent transfer under applicable bankruptcy, insolvency or fraudulent transfer laws; and Guarantor shall fully and promptly indemnify Landlord for all costs (including, without limitation, attorney's fees) incurred by Landlord in defense of such claims of avoidable preference or fraudulent transfer.

i. **Survival.** The provisions of this Section 7 together with any additional waivers hereunder shall continue and survive after the payment and satisfaction of the Obligations, and the termination or discharge of Guarantor's obligations under this Guaranty.

8. **Reaffirmation.** At the request of Landlord, Guarantor will provide a duly executed reaffirmation of this Guaranty (a "**Reaffirmation**"). Notwithstanding the foregoing, or any provision in the Lease requiring Tenant to obtain a Reaffirmation in connection with amendments to the Lease or the exercise by Tenant of any option under the Lease that result in an Alteration of Obligations, the failure by Guarantor to deliver a Reaffirmation will under no circumstances negate or otherwise limit the obligations of Guarantor under this Guaranty, including without limitation any expansion of the scope of the Obligations related to an Alteration of Obligations.

9. **Choice of Law.** This Guaranty is to be performed in the State of Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts laws or choice of law rules.

10. **Time of Essence.** Time is of the essence of this Guaranty.

11. **Notices.** Any notice required or permitted by the provisions of this Guaranty shall be in writing and either (a) personally delivered or (b) delivered by a nationally recognized overnight delivery service providing proof of delivery, to the addresses set out below or at such other addresses in the continental United States as are specified by written notice delivered at least ten (10) business days in advance of the effective date of the change:

Landlord:	Hamilton County, Tennessee c/o Hamilton County Attorney 625 Georgia Avenue Chattanooga, TN 37402 Attn: County Attorney Email: JanieV@hamiltontn.gov
With a copy to:	Hamilton County Real Property Office 4005 Cromwell Road Chattanooga, TN 37421 Attn: Real Property Manager Email: LynnM@hamiltontn.gov
Guarantor:	Urban Story Ventures LLC 601 Market Street, Fifth Floor Chattanooga, TN 37402 Attn: James K. White, III Email: jimmy.white@urbanstoryventures.com
With a copy to:	Horton, Ballard & Pemerton, PLLC 735 Broad Street, Suite 306 Chattanooga, TN 37402 Attn: Carol M. Ballard Email: cballard@hbplawfirm.com

Notice will be deemed to have been given on the date of personal delivery or the date placed in the possession of the overnight delivery service, as applicable, but any time period provided in this Guaranty for a response to the notice will not commence until the date of receipt. Any refusal to accept delivery or inability to make delivery because of a change of address as to which no timely notice was given will conclusively constitute receipt of the notice on the date given.

12. **Authority.** Guarantor is authorized by all required corporate or partnership action to enter into this Guaranty and the individual(s) signing this Guaranty on behalf of Guarantor are each authorized to bind Guarantor to its terms.

13. **Successors and Assigns.** This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

14. **Fees and Expenses.** If: (a) Landlord retains an attorney for collection of this Guaranty, or this Guaranty is collected through any legal proceeding; (b) an attorney is retained to represent Landlord in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; or (c) an attorney is retained to represent Landlord in any proceedings whatsoever in connection with this Guaranty, then Guarantor shall pay to Landlord upon demand all reasonable attorney's fees, costs and expenses actually incurred in connection therewith, in addition to all other amounts due hereunder.

15. **Release of Guaranty.** Notwithstanding anything contained herein to the contrary, provided that no Event of Default has occurred at any point during the first ten (10) Lease Years of the Term and Guarantor delivers written notice of same to Landlord without Landlord promptly presenting evidence to the contrary, Guarantor shall be released and discharged from its Obligations under this Guaranty arising from and after the last day of such 10<sup>th</sup> Lease Year.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Guarantor has executed under seal and delivered this Guaranty to Landlord on the date and year above first written.

GUARANTOR:

URBAN STORY VENTURES LLC,  
a Tennessee limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_