



L.E.A.P. ORG.

Leadership, Enlightenment, Academic Achievement,
Perseverance, Outreach, Responsibility, and Growth

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COMMERCIAL SUB-LEASE "LEAP PLAZA"

1860 Wilma Rudolph Boulevard, Clarksville, Tennessee 37040-6798

THIS COMMERCIAL SUBLEASE AGREEMENT (the "Sublease") made on this, the _____ by and between _____ ("Sub-Lessor", also known as "Tenant"), and **L.E.A.P. O.R.G.** ("Master Lessor", also known as "Management"). "Tenant" and "Management" may sometimes herein be referred to separately as "Party" or collectively as "Parties".

WITNESSETH:

In consideration of the rents and mutual covenants hereinafter set forth, the Sub-Lessor also known as Tenant and Management agree as follows:

ARTICLE I. General

"Definitions" As used herein, the following terms shall have the indicated meanings, unless the context or use indicates another or different meaning:

"Applicable Environmental Law" shall mean any federal, state, foreign and local statutory laws, rules or regulations, agreements with governments or government entities, court orders, administrative orders and case law pertaining to the health or the environment, or petroleum products, or oil, or Hazardous Pollutants and all amendments, modifications and additions including, without limitation, the comprehensive environmental response, Compensation and Liability Act of 1980; the Resource Conservation and Recovery Act of 1976; the Superfund Amendments and Reauthorization Act of 1986; and the Toxic Substances Control Act.

"Building" shall mean the building located upon the Land, within which the "Premises" are located.

"Commencement Date" shall mean the date on which the Term of the Lease commences, as established in this Lease.

"Environmental Conditions" shall mean any Release of a Hazardous Pollutant or the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of a hazardous pollutant or other dangerous or toxic substance or solid

waste in violation of any applicable environmental law including, without limitation, a spill, discharge or contamination by any pollutant, Hazardous Pollutants, dangerous substance, toxic substance, hazardous waste, hazardous materials or hazardous substances as defined, or pursuant to any Applicable Environmental Law, a result of which may require remedial action pursuant to any Applicable Environmental Law or may be the basis of any assertion of any third party claim, including claims of governmental entities.

"Hazardous Pollutants" shall mean any pollutants, dangerous substances, toxic substances, hazardous waste, hazardous materials or hazardous substances as defined in or pursuant to any Applicable Environmental Law.

"Land" shall mean the real property described in Exhibit A and Exhibit B, attached hereto and made a part hereof on which the Building is situated.

"Lease" shall mean this Commercial Sub-Lease and all amendments and supplements attached hereto.

"Permitted Use" shall be that use designated in this Lease.

"Person" shall include any individual corporation, joint venture, general or limited partnership, limited liability company, trust, organization, association or any other entity.

"Premises" shall mean _____ approximately _____ rental square feet of building.

"Release" shall mean releasing, placing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, disposing or dumping, whether intentional or unintentional.

"Term" shall mean the Term of this Lease, including all extensions and renewals.

"References" All references in this Lease to designated Articles, Sections and other Subdivisions are to be designated Articles, Sections and other Subdivisions of this Lease as originally executed. The words "herein", "hereof" and "hereunder" and other words of similar import, refer to this Lease as a whole and not to any particular Article, Section or Subdivision unless the context clearly indicates otherwise. All references in the Lease to the singular shall include the plural and vice versa. Any reference to a specific gender shall include all genders.

ARTICLE II. Terms of Lease

"Agreement to Sublease" Management subleases the Premises to Tenant and Tenant subleases the Premises from Management, upon the Terms and Conditions set forth herein.

"Term" The term for the sublease of the Premises (the "Term") shall commence on the _____ ("Commencement Date") and shall end on _____ ("Expiration Date").

"Early Occupancy" Prior to commencement of the term, Tenant is granted permission to occupy the premises beginning **To Be determined, but no later than Commencement Date.** **Early occupancy contingent on when security and damage deposit is paid to Management.** In taking early occupancy, except for payment of Rent as set forth in this Lease, all other terms, conditions, duties and obligations of this Lease shall be binding upon the Tenant.

"Rent" Rent shall be payable in advance, on the first (1st) day of each calendar month without demand or notice and shall be made payable to L.E.A.P. O.R.G., during the term of the Lease. Tenant agrees to pay to Management as rent for the Premises, beginning on the Commencement Date and continuing through the Expiration Date, the sum of _____, and payable in equal monthly installments of _____ each. Rent shall be payable to Management at Management's address for all notices or at such other place as Management may from time to time designate in writing. The first monthly installment of Rent shall be due and payable on the Commencement Date. Monthly rent shall be payable, without demand by Management and notice of termination for nonpayment of rent is specifically waived.

"Late Fees" If Rent is not received by the first (1st) day of each calendar month, the Tenant is in default of this Lease. To cure this default, the Tenant shall pay a late fee often percent (10%) of the total rent for any payment not made to or received by Management by 4:00 pm on the fifth (5th) day of each month. Said late fees are to be paid as additional rent.

"Returned Checks" There will be a charge of thirty dollars (\$30.00) for each check returned by the banking institution for insufficient funds or for any other reason. Said late charges and returned check charges and any accrued late fees associated with such, shall be paid as additional rent. Should payment be returned from banking institution for any reason, Management reserves the right to require all future payments to be made in the form of cash, certified check, money order or cashier's check only. In addition, late fees will be applied as described in the paragraph above.

"Interest" Any sum due and payable by Tenant that remains unpaid after thirty (30) days shall bear interest at the rate of one and one half percent (1.5%) per month. This interest shall be charged to Tenant and shall be compounded annually. Further, this rate of interest shall be chargeable as both pre-judgment and post-judgment interest.

"Binding Contract" The Lease is a binding _____ contract and may be reported to a credit bureau upon occupancy of the Premises. If Tenant prematurely terminates this Lease, it may negatively impact Tenant's credit rating. Additionally, if Tenant prematurely terminates this Lease, all conditions of this lease must be met or Management may seek civil damages, report derogatory credit standing to the credit bureaus and seek payment of all outstanding debt through a Credit Collection Agency or Attorney. Tenant will be responsible and liable for all fees associated with the collection of this debt to include but not limited to, the court costs, litigation expenses, pre-judgment and post judgment interest, Attorney's fees and collection fees.

"Surrender of Premises" Upon any termination of this Lease, whether by lapse of time, cancellation pursuant to an election provided herein, forfeiture or otherwise, Tenant shall immediately surrender possession of the Premises and all improvements thereon to Landlord in the same or better condition as when received, minus reasonable ordinary wear and tear, damage by casualty or taking by condemnation excepted. Provided that any damage to the Premises is repaired, Tenant may remove all trade fixtures, furnishings, equipment, apparatus and other personal property from the Premises that Tenant owns.

"Security Deposit" Tenant has paid a security and damage deposit in the amount of _____ (_____) as security to protect Management, Master Lesser and Owner of Building from any damages other than normal wear and tear to the Premises. No portion of the said security deposit may be applied as rent by Tenant as and for payment of any rent or fees due to Management. Should Tenant be responsible for damage and/or loss of value to the Premises greater than the value of the security and damage deposit, Tenant agrees to make payment to Management for such loss within fourteen (14) days of presentation of bill on said damage or loss. A comprehensive listing of all repairs, damages, rent or fees owed and all deposits paid shall be given to Tenant within ten (10) days of Tenant vacating property. Said security and damage deposit or any balance thereof due to Tenant shall be refunded within twenty-one (21) days after the comprehensive listing of damage to the premises and estimated dollar cost to restore the premises has been approved and signed by Tenant and returned to Management. Tenant must submit to Management, a forwarding address for the purpose of receiving such comprehensive statement and for returning any due amounts of the security and damage deposit to Tenant or for any other reason that may occur.

"Permitted Use" Tenant shall use the Premises for a "Office" and other similar office uses in compliance with all applicable zoning and state and local rules and regulations, including obtaining all necessary permits and licenses ("Permitted Use") and for no other purpose without the prior written consent of Management, of which consent will not be unreasonably withheld. Tenant, at its sole expense, shall comply with all the requirements of all municipal, state and federal authorities. Tenant will obtain and maintain any licenses, permits and approvals needed by Tenant to use and operate the Premises for its Permitted Use under applicable local, state and federal law, and will obtain and maintain in force and effect any licenses, permits or approval necessary or required to be obtained and maintained by the Owner of the Premises or Management in order to use and operate the Premises for its Permitted Use.

Tenant shall conduct itself and require other persons on the Premises including family, friends, clients, customers or any other invitees to conduct themselves in such a manner that will not disturb or cause harm to leased Premises and/or any other Tenant's Premises or Personal Business Property, which also shall include all "Common Areas" and will respect all other Tenants' rights of peaceful enjoyment of same. Tenant agrees to be financially responsible for any damage incurred in any Common Areas to include but not limited to Premises itself, Personal or Business Property and/or any lost or damaged items.

"Mechanics Liens" No work performed by Tenant, pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Management. No Mechanic's lien or any other lien shall be allowed against the estate of Management, Master Lessor or Owner of said Property, by reason of any consent given by Management, Master Lessor or Owner of said Property to Tenant to improve Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its Contractor, on or about the Premises. In the event any mechanic's or any other lien, shall at any time be filed against the Premises by reason of work, labor services or materials, performed or furnished or alleged to have been performed or furnished to Tenant or to anyone holding the Premises through or under the Tenant, Tenant shall cause the same to be discharged of record or bonded to the satisfaction of Management within thirty (30) days after notice or attachment, unless the lien is litigated in good faith by Tenant and the enforcement thereof is stayed. If Tenant shall fail to cause such lien to be so discharged or bonded (or not litigated and enforcement stayed) within said thirty (30) days, then in addition to any other right or remedy of Management, Master Lessor or Owner of Property; Management, Master Lessor or Owner of Property may bond or discharge the same by paying the amount claimed to be due and the amount so paid by same including reasonable Attorney's fees incurred either defending against such lien or in procuring the discharge of such lien, together with interest thereon at a rate of eighteen percent (18%) per annum, shall be due and payable by Tenant to Management on demand.

"Leasehold Improvements and Tenant's Trade Fixtures" All leasehold improvements (as distinguished from trade fixtures, furnishings, equipment, apparatus and other personal property) installed or used in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Management, shall not be removed from the Premises at anytime, unless such removal is consented to in advance, in writing by Management or at the expiration of this Lease. All such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant upon vacating Premises and title thereto shall be vested solely in Management, Master Lessor or Owner of Property, without payment of any kind or nature to Tenant.

All trade fixtures, furnishings, equipment, apparatus and other personal property (as distinguished from leasehold improvements) owned by Tenant and installed or used in the Premises shall remain the property of the Tenant and shall be removable at any time, including upon expiration of the Term; provided Tenant shall not at any time be in Default of any terms or covenants of this Lease; and provided further Tenant shall repair any damage caused to the Premises caused by the removal of said Property and shall restore the Premises to substantially the same condition as existed prior to the installation of said property.

"Signage" Tenant may, at its own expense, erect and maintain neat and appropriate identification signs on the interior and exterior of the Premises and Building, provided such signs comply with all applicable laws, ordinances and regulations. All signs must be approved by Management prior to the installation of such. Tenant shall remove such signs at the expiration or termination of this Lease and restore any damage to the Premises caused by the removal of such signs.

"Access and Use of Common Areas" During the Term of this Lease, Tenant, its employees, agents and visitors shall have non-exclusive unimpeded access to and from the Premises through all common areas, drives, entranceways and facilities located on the Land and in the Building. Tenant, employees, agents and visitors shall also have use of all common areas to include but is not limited to the front lobby, kitchens, bathrooms, lounges, mailrooms and conference rooms. Access to recreation rooms, computer labs and training rooms will be on as needed and as scheduled basis. Tenant understands and acknowledges that recreation rooms, computer labs and training rooms are primarily used for L.E.A.P. O.R.G classroom training and recreation and all dates and times scheduled by Tenant may be adjusted to accommodate the training and entertainment schedule of such and may be subject to change. Tenant also acknowledges financial responsibility and liability for any and all entertainment equipment checked out either by Tenant itself or its employees, agents or visitors and will repair or replace said equipment immediately if damaged, broken or lost.

"Parking" Tenant, its employees, agents, and visitors, shall have the right, at no cost to Tenant, to use in common with the other tenants in the Building, the parking areas and spaces adjacent to the Building or elsewhere located on the Land for parking of Tenant's automobiles and those of its employees and visitors, subject to the rules and regulations now or hereafter adopted by Landlord.

Article III Premises Expenses

"Taxes and Assessments" Tenant shall not pay real property taxes, assessments and levies ("Taxes") which are assessed against the Land and Building and applicable to the periods of time within Term of this Lease and any renewals thereof. Any personal property taxes assessed against any equipment, trade fixtures, furnishings, apparatus or other personal property of Tenant located on the Premises or used in connection with Tenant's business operation on the Premises shall be the responsibility of and shall be paid by Tenant.

"Utilities" Tenant shall not pay or cause to be paid all charges for internet, gas, electricity, water, sewer, garbage service, exterior lights and all other "basic" utilities used, rendered or supplied to or in connection with the Premises during the Term of this Lease or any renewals thereof. Tenant shall be responsible for telephone service, upgraded internet and cable service or any other utility service not provided by Master Lessor or Management.

"Liability Insurance" At all times during the Term of this Lease, and during such other time as Tenant occupies the Premise or any part thereof, Tenant, at its sole expense, shall carry and maintain general public liability insurance against claims for injury, wrongful death, or property damage occurring upon, in or about the Premises, in companies with minimum limits of two hundred thousand dollars (\$200,000.00) with regard to bodily injuries to, or death of, one person and two hundred thousand dollars (\$200,000.00) with regard to bodily injuries to, or death of, more than one person as the result of anyone accident or disaster. If the nature of Tenant's operations is such as to place any or all of its employees under the coverage of local workmen's compensation or similar statutes, then Tenant shall also keep in full force, at its sole expense, so long as this Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof, workmen's compensation or similar statutes, then Tenant shall

also keep in full force, at its sole expense, so long as this Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. Copies of such insurance are to be furnished Landlord prior to the commencement of the Term hereof.

"Casualty Insurance" Owner of Property shall maintain and provide during the Term of this Lease and any renewals thereof, fire and extended coverage insurance insuring the Building in an amount which will insure the full replacement value Of the Building. Such fire and extended coverage insurance policies shall be in the name of the' Owner of Property only. Upon the occurrence of any insurable event under such policy, all proceeds of the policy shall be paid solely to Owner of Property.

"Contents Insurance" Tenant shall carry a reasonable amount of insurance covering the contents of their Premises against damage or injury caused by fire or other hazard. Tenant hereby releases Management, Master Lessor and Owner of Property from any and all claims for loss or damage to Tenant's property or goods, however occurring. However, Management, Master Lessor or Owner of Property shall not be released from any such claims for loss or damage to Tenant's property or goods caused by Management, Master Lessor or Owner of Property's willful negligence or willful misconduct.

"Policy of Insurance/Insurance Certificate" Prior to commencement of the Lease, and at all times during the Term and any extended Term of this Lease, Tenant shall deposit copies of each policy or policies of such insurance or certificates of insurance with Management as evidence that Tenant has and maintains the required insurance. Each policy of insurance or insurance certificate carried by Tenant under the requirements of this Lease shall provide that it may not be canceled without at least thirty (30) days prior written notice of such cancellation to Landlord, and shall contain a provision waiving any right of subrogation of the insurer against Management, Master Lessor and Owner of Property. The obligations of the Owner of the Property to carry the insurance provided for herein may be brought within the coverage of a so called blanket policy or policies of insurance carried and maintained by the Owner of the Property.

Article IV Destruction of Premises

"Total Destruction" If the Premises are totally destroyed by any casualty, or any portion thereof is damaged or destroyed to the extent that the Premises are rendered untenable for its Permitted Use and, in Management's reasonable judgment, such damage or destruction cannot be repaired within one hundred eighty (180) days after the date of such damage or destruction so as to be fully tenantable for its Permitted Use, then either Management or Tenant shall have the right to terminate this Lease by giving written notice to the other party within forty-five (45) days after such damage or destruction; provided, however, that the date of termination shall be no less than five (5) and no more than sixty (60) days after the date of such notice. As soon as possible, but not later than thirty (30) days after such damage or destruction, Management shall furnish to Tenant its good faith estimate of the time required to repair such damage or destruction and the failure of Management to do so may be deemed by Tenant to be reasonable anticipation that such repair cannot be completed within the time required.

"Partial Destruction" In the event of partial destruction or damage to the Premises which does not result in termination of this Lease, Rent shall be abated in proportion to the area of the Premises which cannot be used by Tenant for the normal operation of its business as a result of such casualty. Owner of Building shall in such event, within a reasonable time after the date of such destruction or damage, subject to any delay caused by Tenant, restore the Premises to substantially the same condition as existed immediately prior to such partial damage or destruction. In the event that Owner of Building is unable to substantially complete the restoration of the Premises as aforesaid so as to allow it to be fully used by Tenant for the normal operation of its business within one hundred eighty (180) days following the date of such damage for any reason including, without limitation, the insufficiency or unavailability of insurance proceeds for such purpose, then Tenant shall have the right to terminate this Lease by giving written notice to Management within thirty (30) days following the expiration of such one hundred eighty day (180) period; provided, however, that the date of termination shall be no less than five (5) and no more than sixty (60) days after the date of such notice. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if damage to or destruction of the Premises is the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, representatives, contractors, successors or assigns, licensees or invitees. For purposes of this paragraph, the amount of any deductible under the insurance to be provided by Owner of Property shall not be considered, in determining the insufficiency or unavailability of insurance proceeds and Owner of Property shall be responsible to contribute the amount thereof to the cost of any repair or restoration. All work to repair or restore the Premises by Owner of Property shall be done diligently to completion in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and regulations.

"Apportionment of Rent" In the event of termination of this Lease pursuant to above paragraphs, then all Rent and all other charges shall be apportioned and paid to the date on which possession is relinquished. Tenant shall immediately vacate the Premises according to such notice of termination.

Article V Eminent Domain

"Condemnation" If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall terminate and cease from the date when possession shall be so taken. Within ten (10) days of receipt of notice that such taking or condemnation proceedings have been initiated, Management shall deliver such notice to Tenant. Thereafter, Management shall provide prompt updates to Tenant of any material developments in such proceedings. Rent shall be abated effective as of the date when possession is taken.

"Partial Condemnation" If a portion of the Premises shall be taken or condemned by a competent authority for a public or quasi-public use or purpose, and if the taking of such portion renders the Premises unusable for Tenant's business, then Management or Tenant may elect, at any time prior to or within sixty (60) days after the date possession of the Premises shall be required by the condemning authority, to terminate this Lease by written notice to the other party and Rent shall be abated effective as of the date when possession is taken. If neither party shall exercise such option to terminate this Lease within such period of time, Owner of Property,

with reasonable promptness, shall make the necessary repairs to and alterations of the Premises to the extent that they have been necessitated by such condemnation to restore and reconstruct the Premises as near as practicable to its condition immediately prior to the taking. To the extent that the Tenant's possession of the Premises may be impaired, the Rent shall be equitably apportioned during any period of non-occupancy based upon the area of the Premises the possession of which is so impaired. Upon re-occupancy by Tenant, Rent shall again be paid; provided, however, that Tenant shall be entitled to a reasonable reduction in the Rent based on the ratio of Premises taken to the original Premises, provided that consideration shall be given to the respective values of the part taken and the part not taken.

"Condemnation Award" In the event of any such taking of all or any part of the Premises, the entire award or compensation, whether as compensation for diminution in value to the leasehold or to the fee, shall be paid to and belong to Owner of the Property; except that, if and only to the extent that the award includes such items, Tenant may make its claim against the condemning authority and shall be entitled to receive and retain that portion of the award, if any, for moving expenses, business dislocation damages, the cost of Tenant's personal property and any other claim to which Tenant is entitled under applicable law. Nothing contained herein, however, shall be construed to preclude Tenant from separately prosecuting any claim directly against the condemning authority for any award to which Tenant may at law be entitled provided that any such claim does not adversely affect the award to Owner of Building.

Article VI Warranties and Representations

"Representations, Warranties and Covenants" To induce Tenant to enter into this Lease and create the leasehold estate, Management hereby represents, covenants and warrants to Tenant as follows, without which Tenant would not enter into this Lease or any other for subsequent documents relating to this Lease, and which shall survive the date of execution thereof and shall continue to be true, accurate and complete throughout the term of this Lease until such time as the Lease is terminated and all amounts due and payable pursuant to the Lease are paid in full.

Management is a licensed Real Estate and Property Management Company as well as a Limited Liability Corporation, which is validly formed and duly existing under the laws of the State of Tennessee.

Management has the power to enter into this Lease and such other agreements related hereto, and has the power and authorization to execute and deliver the same to Management in the form in which the same are and have been delivered now, and from time to time hereafter may be delivered, and the power and authority to execute and deliver to Management additional agreements and other instruments and documents relating to the Lease.

There are no pending or threatened condemnation matters, lawsuits, claims, court orders or administrative hearings affecting the Premises or any portion thereof and Management has not received any notice thereof; written or otherwise;

No Hazardous Pollutant has been stored, discharged, released, generated, disbursed, treated,

disposed of or allowed to escape from the Premises; by Management, nor to the best knowledge of Management, any prior owner or occupant of the Premises; no underground storage tanks are located on the Premises or have been removed or filled thereon by Landlord or, to the best knowledge of Management, any prior owner or occupant of the Premises; and there is no investigation, administrative order, consent order, agreement, litigation or settlement with respect to any of the foregoing proposed, threatened, anticipated or in existence with respect to the Premises; and, to the best knowledge of Management, the Premises is not in violation and is in compliance with all Applicable Environmental Law.

The description of the Premises contained in Exhibit A is complete and accurate. The Premises are free and clear of all liens, encumbrances, rights or claims of other parties, limitations or restrictions on use, or other matters except for Taxes for the year 2013, not yet due and payable, easements for the installation and maintenance of public utilities serving the Premises and such other easements, restrictions and other matters of record that do not adversely affect, impede or hinder the use, occupancy and enjoyment of the Premises by Tenant for its Permitted Use and existing Mortgages. Owner of Building has all easements and rights necessary to allow Tenant to use the Premises for its Permitted Use.

To the best knowledge of Management, Master Lessor and Owner of Building, the Premises are free from any material structural, electrical or mechanical defects and there is no physical condition of the Premises of which Management, Master Lessor and Owner of Building are aware of that could reasonably be expected to have a material adverse effect on Tenant's ability to use and operate the premises for its Permitted Use. All of the Premises' electrical, plumbing, and HVAC systems are in good working order and are in compliance with applicable codes. All of the amounts owed to third parties relating to the Premises are current. The Building and the Premises are in compliance with all applicable zoning or other land use, public health, building or similar codes, rules or regulations applicable thereto. Management, Master Lessor and Owner Of Building has complied, and during the Term of this Lease will comply, in all material respects with all local, state and federal laws, rules and regulations applicable to its ownership and operation of the Premises.

Charlie Davidson Partnership is the owner of the Premises and has leased the entire Premises to include Building and Land to L.E.A.P. O.R.G who manages such property. Management has the power to enter into this Lease and the authorization to execute and deliver the same to Tenant in the form which the same are and have been executed and delivered, and the power and authority to execute and deliver to Tenant additional amendments, modifications or other instruments and documents relating to the Lease.

The execution by Management of this Lease and any other instrument, agreement or documents in connection herewith, which may from time to time hereafter be executed, does not and shall not constitute a breach, violation of or default under any agreement to which Management or Owner of Building is a party or contemplates being a party, and the performance of Management, Master Lessor or Owner of Building of the obligations under this Lease and the instruments executed in connection therewith shall not constitute an event of default or breach under any agreement, instrument, security agreement, deed of trust or other document to which Management and Owner of Building is now or shall be bound.

ARTICLE VII. Tenant's Representations and Warranties

"Representations, Warranties and Covenants" To induce Management to enter into this Lease and create the leasehold estate, Tenant hereby represents, covenants and warrants to Management as follows, without which Management would not enter into this Lease or any other for subsequent documents relating to this Lease, and which shall survive the date of execution thereof and shall continue to be true, accurate and complete throughout the term of this Lease until such time as the Lease is terminated and all amounts due and payable pursuant to the Lease are paid in full:

Tenant is a sole proprietorship, which is validly formed and duly existing under the laws of the State of Tennessee.

Tenant has the power to enter into this Lease and such other agreements related hereto, and has the power and authorization to execute and deliver the same to Management in the form in which the same are and have been delivered now, and from time to time hereafter may be delivered, and the power and authority to execute and deliver to Management, additional agreements and other instruments and documents relating to the Lease.

The execution by Tenant of this Lease and any other instruments, agreements or documents in connection herewith, and of such other agreements, instruments and documents which may be from time to time hereafter executed, does not and shall not constitute a breach, violation of; default under any agreement to which Tenant is now a party or contemplates being a party, and the performance by Tenant of the obligations under this Lease and the instruments executed in connection therewith shall not constitute an event of default or breach under any agreement, instrument, security agreement, deed of trust or other document to which Tenant is now or shall be bound.

There is no litigation, proceeding or investigation pending or threatened against Tenant, by or in any court, bureau, agency or commission which might adversely affect the ability of Tenant to conduct its business or to comply with all of the terms and obligations of this Lease. Tenant does not know of any basis of any such litigation, proceeding or investigation. Tenant is not in default with respect to any judgment, order, writ, injunction, restraining order, decree, rule, regulation or applicable court, bureau, administrative agency or commission affecting the operation of its business or its ability to enter into and comply with all the terms and conditions of this Lease.

Neither the Tenant nor Tenant's business are in violation of or subject to any existing, pending or threatened investigation, claim, lawsuit or inquiry by any governmental authority or any other entity or any response cost or remedial obligations under any Applicable-Environmental Law. The operations of Tenant will not result in the location on or disposal or other Release of any petroleum products, oil, hazardous substances, Hazardous Pollutants or solid waste on or about the Premises. Tenant is, and during the Term of this Lease will continue to be, in material compliance with all local, state and federal laws, rules and regulations applicable to the conduct of its business at the Premises.

ARTICLE VIII. Maintenance and Repairs

"Repairs to be made by Owner of Building" Owner of Building, at its expense, will make or cause to be made necessary repairs to the roof, exterior walls, interior support walls, structural columns and structural floor which collectively enclose the Premises; provided Tenant shall give Management notice of the necessity for such repairs. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts of Tenant, its agents, officers, employees, licensees, invitees, or agents, officers, employees, licensors, invitees or contractors. Any such repairs shall be made by Tenant at Tenant's sole cost. Management may make or cause the same to be made, but shall not be obligated to do so, and Tenant agrees to pay to Management promptly upon Management's demand, the cost of such repairs, if made, with interest thereon at the rate of eighteen percent (18%) per annum from the date of such notice until paid. In the event Management elects not to make such repairs, Management may require Tenant to make such repairs at Tenant's sole cost and expense.

"Repairs to Be Made by Tenant" Repairs to the Premises relating to the electrical, plumbing and HVAC system will be facilitated by Management. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises in good order and repair and shall routinely operate such systems to maintain the condition of the Premises and prevent damage from non-use, such as mold, freezing pipes, etc.; and will surrender the Premises at the expiration of the Term or at such other time as Tenant may vacate the Premises, in as good of a condition as when received, excepting depreciation caused by ordinary wear and tear, damage by casualty (other than such damage by casualty which is caused by the negligence of Tenant, its agents, concessionaires, officers, employees, contractors, licensees or invitees, and which is not wholly covered by Owner of the Building's hazard insurance policy), taking by condemnation, unavoidable accident or act of God. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense any additional electrical wiring which may be required in connection with Tenant's apparatus or equipment. Any damage or injury sustained by any person because of mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair shall be the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Management, Master Lessor and Owner of Building harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorney's and other professional fees, and any other cost which Management, Master Lessor and Owner of Building might reasonably incur.

"Alterations by Tenant" Tenant will not make any material alterations, renovations, improvements or other installations in, or to the Premises or any part thereof (including, without limitation, any structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) unless and until Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Management's prior written approval thereof; which approval shall not be unreasonably withheld. If such approval is granted, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or licensed persons or entities, using first grade

materials. If not approved, Management shall specify such alternative conditions upon which Management will approve the proposed alteration, renovation, improvement or installation. If Management does not approve or disapprove the same within fifteen (15) business days after the submission of the plans and specifications therefore by Tenant, Management shall be deemed to have approved the proposed work. All such work shall comply with all applicable governmental codes, rules, regulations and ordinances.

"Maintenance by Tenant" In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) furnish all necessary light bulbs, fuses, faucet washers, smoke detector batteries; (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality; (d) change batteries in smoke detectors in Premises and insure said smoke detector is working properly at all times; (e) maintain the Premises in a clean, orderly and sanitary condition that is kept free of insects, rodents, vermin and other pests; (f) maintain all doors and locks (g) keep any garbage, trash, rubbish or other refuse in containers until removed by Tenant; and (h) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance company's rating now or hereafter in effect. Tenant shall not leave any personal property of any kind outside of leased Premises.

Tenant agrees to keep Common Areas used by Tenant, its employees, agents and invitees in a clean and sanitary manner. Tables after use will be cleaned. All garbage and refuse will be thrown away in proper receptacles. All dishes will be washed or put into dishwasher. All food will be disposed of in a timely manner. All checked out equipment will be returned in the way it was originally signed out. Any repairs, breakage or loss of said equipment will promptly be repaired or replaced with like equipment.

"Notice to Management of Accident or Defect" Tenant shall promptly notify Management in writing of an accident or any defect of the roof, outer walls, foundations, water or gas pipes, electrical wiring, heating and air units and any appliances provided. Management will cause to be made any necessary repairs as soon as possible and Management, Master Lessor or Owner of Building will not be liable for damages or the temporary breakdown or discontinuance of same until Management receives notice of same and has reasonable time to make repairs.

"Keys" In the event of lockout or loss of keys, it is Tenant's responsibility to call a locksmith. If locks are changed or rekeyed, it is Tenant's responsibility to supply Management with a key within twenty-four (24) hours. It is the Tenant's responsibility to maintain all door locks, window latches and other hardware.

"Financial Responsibility of Repairs" Tenant acknowledges its financial responsibility to repair any condition or damages caused by the accidental, deliberate or negligent act or omission of Tenant, its agents, concessionaires, officers, employees, contractors, licensees, customers, clients or invitees. Tenant promptly agrees to make or cause to be made at its expense, all reasonably necessary repairs to the interior, exterior or to personal or business

property of others which result from or are required by any accident, misuse or neglect. Failure to comply with the sections under maintenance shall constitute a default under the terms of the Lease.

"ADA Compliance" To the best of Management's knowledge, the common areas of the Building, restrooms, walkways, sidewalks and parking areas are in compliance with the Americans with Disabilities Act (the "ADA"). Tenant covenants and agrees that any and all future alterations or improvements made by Tenant to the Premises shall comply, or shall be constructed by Tenant so as to cause the remainder of the Premises to comply, with the ADA.

ARTICLE IV. Environmental Law Compliance and Indemnification

"Environmental Law Compliance" During the term of this Lease, neither Tenant, Management, Master Lessor, Owner of Building nor the Premises shall be in violation of or subject to any existing, pending or threatened investigation, fine, claim, lawsuit or inquiry by any governmental authority or any other entity or any response costs or remedial obligations under any Applicable Environmental Law and this representation and warranty will continue to be true and correct following disclosure to the applicable government authorities of any relevant facts, conditions and circumstances, if any, pertaining to the Premises, the operations of Tenant or the responsibilities of Management, Master Lessor and Owner of Building; neither the operations of Tenant nor Management, Master Lessor and Owner of Building will result in the location on or disposal or other release of any petroleum products, oil, hazardous substances or solid waste.

"Environmental Response" Tenant shall, at Tenant's sole cost and expense, comply with, or ensure compliance with, all Applicable Environmental Law relating to its operations. In the event Tenant discovers, determines or is advised of the existence of any Environmental Condition (any Release of Hazardous Pollutants or the generation, manufacture, refining, transportation, treatment, storage, handling, disposal, transfer, production or processing of Hazardous Pollutants or other dangerous or toxic substance or solid waste in violation of any Applicable Environmental Law) caused by Tenant or its operations, Tenant shall promptly notify Management thereof, and Tenant shall promptly, at Tenant's sole cost and expense, proceed with due diligence to take the appropriate action and response thereto. Tenant hereby agrees to pay any and all fine, charges, fees, expenses, damages, claims, losses, liabilities and response costs including, but not limited to, all legal, accounting, consulting and other expenses which may be incurred or imposed upon Tenant, Management, Master Lessor and Owner of Building or the Premises arising out of or in connection with any Environmental Condition caused by Tenant or its operations, including the exposure of any person to any such Environmental Condition.

Owner of Building shall, at Owner of Building's sole cost and expense, comply with, or ensure compliance with, all Applicable Environmental Law relating to its obligations hereunder. In the event Management, Master Lessor and Owner of Building discovers, determines or is advised of the existence of any Environmental Condition existing on the Premises as of the Commencement Date or otherwise caused by Management, Master Lessor and Owner of Building, Management shall promptly notify Tenant thereof, and Owner of Building shall promptly, at Owner of Building's sole cost and expense, proceed with due diligence to take the appropriate action and response thereto. Owner of Building hereby agrees to pay any and all fines, charges, fees,

expenses, damages, claims, losses, liabilities and response costs including, but not limited to, all legal, accounting, consulting and other expenses which may be incurred or imposed upon Management, Master Lessor, Tenant or the Premises arising out of or in connection with any Environmental Condition existing on the Premises as of the Commencement Date or otherwise caused by Owner of the Building, including the exposure of any person to any such Environmental Condition.

"Indemnification" Tenant hereby agrees to indemnify and hold harmless Management, Master Lessor and Owner of Building and their successors and assigns, from and against any losses, damages, expenses or liabilities, obligations, penalties, actions, judgments, suits, costs, including attorney fees and disbursements of any kind or nature whatsoever which may be imposed in, incurred by or served against Management, Master Lessor and Owner of Building in any way relating to or arising out of Tenant's breach of this Lease, the use or operation of the Premises by Tenant, or Tenant's business, or any action taken or omitted to be taken by Tenant, excluding any such amounts caused by Management, Master Lessor and Owner of Building's negligence or willful misconduct or Management, Master Lessor and Owner of Building's breach of this Lease, and Tenant agrees to pay Management, Master Lessor and Owner of Building any monies accruing or coming due hereunder. At the cost and expense of Tenant and with legal counsel chosen by Tenant, Management, Master Lessor and Owner of Building will defend any and all claims relating to such indemnified matters and will pay any judgments or decrees entered relating thereto.

Management, Master Lessor and Owner of Building hereby agrees to indemnify and hold harmless Tenant, its successors and assigns, from and against any losses, damages, expenses or liabilities, obligations, penalties, actions, judgments, suits, costs, including attorney fees and disbursements of any kind or nature whatsoever which may be imposed in, incurred by or served against Tenant in any way relating to or arising out of Management, Master Lessor and Owner of Building's breach of this Lease, the condition of the Premises as of the Commencement Date or Owner of Building's ownership and use of the Premises, or any action taken or omitted to be taken by Management, Master Lessor and Owner of Building, excluding any such amounts caused by Tenant's negligence or Tenant's breach of this Lease and Owner of Building agrees to pay Tenant any monies accruing or coming due hereunder. At the cost and expense of Owner of Building and with legal counsel chosen by Tenant, Owner of Building will defend any and all claims relating to such indemnified matters and will pay any judgments or decrees entered relating thereto.

"Environmental Indemnification" Except to the extent caused by Management, Master Lessor and Owner of Building's negligence or willful misconduct or breach of this Lease, Tenant hereby further agrees to indemnify and hold harmless Management, Master Lessor and Owner of Building, its successors, assigns, agents and representatives and any subsequent holder of any interest in the Premises derived by, from or through, from Management, Master Lessor and Owner of Building against any losses, damages, expenses or liabilities, obligations, penalties, liens, levies, fines, actions, judgments, suits, attachments, costs, including attorney fees and disbursements of any kind or nature whatsoever which may be imposed in, incurred by or served against Management, Master Lessor and Owner of Building including, but not limited to, any private or governmental lien or judicial or administrative notice, procedure or action, relating

to or arising out of any Hazardous Substances (which term shall include all hazardous and toxic substances, waste or material, any Hazardous Pollutants or contaminants including, without limitation, asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included or are regulated by any Applicable Environmental Laws, rules or regulations of the United States, any state, municipality or governmental entity) brought on the Premises by Tenant, or arising out of the operation of Tenant's business on or Tenant's use of the Premises, or other environmental matters issued, filed or pending against Tenant's use of the Premises or otherwise issued to or received by Tenant. At the cost and expense of Tenant and with legal counsel chosen by Management, Master Lessor and Owner of Building, Tenant will defend any and all claims relating to such indemnified matters and will pay any claims, liens, judgments or decrees relating thereto.

Except to the extent caused by Tenant's negligence or willful misconduct or breach of this Lease, Management, Master Lessor and Owner of Building hereby further agrees to indemnify and hold harmless Tenant, its successors, assigns, agents and representatives and any subsequent holder of any interest in the Lease derived by, from or through Tenant from and against any losses, damages, expenses or liabilities, obligations, penalties, liens, levies, fines, citations, judgments, suits, attachments, costs, including attorney fees and disbursements of any kind or nature whatsoever which may be imposed in, incurred by or served against Tenant including, but not limited to, any private or governmental lien or judicial or administrative notice, procedure or action, including, relating to or arising out of any Hazardous Substances (which term shall include all hazardous and toxic substances, waste or material, any Hazardous Pollutants or contaminants including, without limitation, asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included or are regulated by any Applicable Environmental Laws, rules or regulations of the United States, any state, municipality or governmental entity) existing on the Premises as of the Commencement Date or subsequently brought on the Premises by, or arising out of Management, Master Lessor or Owner of Building's use or maintenance of the Premises, or other environmental matters issued, filed or pending against Management, Master Lessor or Owner of Building's use or maintenance of the Premises or otherwise issued to or received by. Management, Master Lessor or Owner of Building. At the cost and expense of Owner of the Building and with legal counsel chosen by Tenant, Owner of Building will defend any and all claims relating to such indemnified matters and will pay any claims, liens, judgments or decrees relating thereto.

"Survival" The indemnity and hold harmless agreements of Management, Master Lessor, Owner of Building and Tenant in this Article shall survive any default, termination, reentry, taking or possession by Management, Master Lessor or Owner of Building and the indemnity and hold harmless agreements of Management, Master Lessor, Owner of Building and Tenant in this Article shall survive the completion of the Tenn.

ARTICLE X. Default

"Events of Default" Upon the occurrence of any of the following events (each a "Default" or an "Event of Default"), Management may, at its option, declare that Tenant and the leasehold estate created hereby are in default:

Tenant fails to pay any installment of Rent as and when due and such failure is not cured within five (5) days after written notice from Management, provided that Tenant shall be entitled to such notice and may avail itself of such cure period no more than two (2) times in any Lease Year.

Tenant fails to timely deliver and make to Management any payment due hereunder or in connection herewith.

Tenant fails to timely perform with respect to any material obligation hereunder or in connection herewith.

Any judgment, decree or order, not fully covered by appropriate reserve or insurance shall be entered by a court of competent jurisdiction or applicable regulatory or administrative agency against Tenant or its property or a writ or warrant of attachment, execution or lien or any similar process shall be filed against Tenant or the real or personal property or other property of Tenant and such process shall remain unsatisfied, un-vacated, un-stayed, and not appealed for a period of twenty (20) days, or in the event of an appeal, shall remain unsatisfied for a period in excess of fifteen (15) days after all appeals have been dismissed or concluded.

Tenant shall become insolvent or admit in writing its inability to meet its obligations as they may mature, or shall be adjudicated bankrupt, or shall apply for the appointment of a trustee, or receiver, for itself or for any substantial part of its property or assets or any such receiver, trustee, liquidator, or similar person shall be appointed or selected and if appointed in any proceeding brought against Tenant or its property, Tenant by any action shall indicate its approval or acquiescence thereof, or any such receiver, liquidator, trustee or similar person shall not be discharged within sixty (60) days; or any proceeding involving Tenant or its property and assets shall be commenced by or against Tenant or its property and assets under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation under the laws or statutes of the United States of America or any state hereof, and if such a proceeding shall be instituted against Tenant or its property and assets, then Tenant or its property and assets shall by any action indicate its approval of, consent or acquiescence therein, or same shall remain un-dismissed for more than sixty (60) days; or any regulatory authority issues a valid and proper order, ordering Tenant to cease doing business, temporarily or permanently.

Except in the case of the paragraph above, no Event of Default shall be deemed to have occurred hereunder unless and until Management shall have given Tenant written notice of the existence of such Event of Default and has afforded Tenant a period of thirty (30) days during which time Tenant shall have the opportunity to cure such default (or if such default cannot be cured within thirty (30) days, Tenant does not commence to cure said default within said thirty (30) Day period and diligently pursue such cure to completion).

"Remedies" In any of said Events of Default, Management shall have the option to do any of the following (in addition to and not in limitation to any other remedy permitted by law or by this Lease):

Terminate this Lease, in which event Tenant shall immediately surrender the Premises to

Management, but if Tenant shall fail so to do, Management may, without prejudice to any other remedy Management may have for possession or arrearages in rent, enter upon the Premises and expel or remove Tenant and its effects, as provided by the laws of the State of Tennessee and recover all attorney fees and expenses incurred by reason of Tenant's default; or

Without terminating this Lease, re-enter the Premises by summary proceedings or otherwise, and in any event may dispossess the Tenant, removing all persons and property from the Premises, and such property may be removed and stored in public warehouses or elsewhere at the cost of and for the account of Tenant. In the event of such re-entry, Management shall use its best efforts to re-lease at a reasonable rental the Premises, to such Tenant or Tenants for such terms as Management may elect, and in the event of a re-lease, shall apply the rent there from; first to the payment of Management's expenses, including attorney's fees incurred by reason of Tenant's default, and the expense of re-leasing, including but not limited to the repairs, renovation or alteration of the Premises, and then to the payment of rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Management shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-leasing without termination, Management may at any time thereafter, elect to terminate this Lease for such previous breach. In addition, Management, or its agents or representatives, may enter the Premises, by force if necessary, without being liable to prosecution or any claim for damages therefore or for wrongful entry, in order to accomplish this purpose. Tenant agrees to reimburse Management, its agents or representatives, immediately upon demand for any expenses which Management, its agents or representatives may incur in thus affecting compliance with this Lease on behalf of Management, Master Lessor and Owner of Building and further agrees that Management, Master Lessor and Owner of Building, its agents or representatives shall, except in the case of their negligence or willful misconduct, not be liable for any damages resulting to the Tenant from such action.

ARTICLE XI. Subordination, Non-Disturbance and Attornment

"Peaceful and Quiet Use and Possession" Management hereby warrants that it and no other person or corporation has the right to lease the Premises. Provided Tenant is not in Default of this Lease, Tenant shall have peaceful and quiet use and possession of the Premises for the full Term of this Lease, without any hindrance, disturbance, or interference on the part of Management or any person claiming by, through or under Management, and Management shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through, or under Management.

"Subordination" Provided that Tenant shall receive the non-disturbance assurance provided for, Tenant's rights under this Lease are and shall remain subject and subordinate to the operation and effect of any mortgage, deed of trust or other security instrument constituting a mortgage lien upon the Premises, whether the same shall be in existence at the date hereof or created hereafter, any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "Mortgage" and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee, beneficiary or note holder, being referred to herein as a

"Mortgagee." Tenant's acknowledgment and agreement of subordination provided for in this Section is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further assurances thereof as shall be requisite or as may be reasonably requested from time to time by Management or a Mortgagee.

"Non-disturbance" Management may opt to obtain from any existing Mortgagee a non-disturbance agreement whereby such mortgagee recognizes this Lease and Tenant's rights hereunder in the event of any default, foreclosure or the exercise of other rights of the Mortgagee and that this Lease will not be terminated as a result of such exercise of the Mortgagee's rights, so long as the Tenant is not in default hereunder. In the event of any subsequent mortgage, deed of trust, or other security instrument constituting a mortgage lien, security interest, etc. upon the premises, if Management or its Mortgagee request, Tenant shall execute an agreement providing for the subordination by Tenant as provided for in previous paragraph. Such Mortgagee shall provide to Tenant non-disturbance and attornment as provided.

"Attornment" If any Mortgage shall be placed upon Owner of Building's interest or if any person shall succeed to all or part of the Owner of Building's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such Mortgagee or successor in interest, Tenant shall attorn to such Mortgagee or successor in interest and shall execute such agreement in confirmation of such attornment as such Mortgagee or successor in interest shall reasonably request.

"Landlord's Fee Unsubordinated" Management, Master Lessor, Owner of Building and Tenant expressly acknowledge and agree that Management, Master Lessor and Owner of Building shall have no obligation under this Lease or otherwise to subordinate the fee title of the Owner of the Building in the premises, or any rights of the Management, Master Lessor, Owner of Building in this Lease, to any leasehold estate of Tenant created by this Lease or to any lien of any mortgage assignment or other encumbrance upon the leasehold interest of Tenant under this Lease, or to join in any mortgage, assignment, security instrument or other encumbrance, or otherwise in any manner subordinate the fee title of Management, Master Lessor, Owner of Building in and to the premises or the interest of Management, Master Lessor and Owner of Building under this Lease.

"Right to Assign" At any time during Term of this Lease, the Master Lessor or Owner of Building may convey title to the Premises and assign this Lease to one or more entities.

ARTICLE XII. Miscellaneous

"Waiver" No course of dealing on the part of Management or Tenant, their partners, attorneys, employees, agents or representatives, and no failure or delay by Management or Tenant with respect to the exercise of any right, power or privilege by Management or Tenant under this agreement shall operate as a waiver thereof, or any single or partial exercise of any such right, power or privilege. No waiver of default by either party shall be effective unless, in writing, signed by each party. No waiver of any default by either party shall preclude any later exercise thereof, or any exercise of any right, power, or privilege hereunder. No waiver of any

default or forbearance on the part of Management or Tenant in enforcing any of their rights under this Lease shall operate as a waiver of any other default or right or of the same default or right in future occasions.

"No Partnership" None of the Parties are now nor shall become by this Lease or by rights granted or reserved herein a partner or joint venturer of or with the other in the conduct of the other's business or otherwise nor shall any party become by this Lease, an agent or representative of the other for any purpose whatsoever.

"Effect of This Lease" This Lease sets forth the entire understanding of the parties and supersedes any and all prior agreements and arrangements or understandings relating to the 20 subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party or any party's agent or representative or any third party which is not embodied in this Lease and neither party shall be bound by or be liable for any alleged representation, promise, inducement or statement of intent not embodied herein.

"Headings" The article or section headings of this Lease are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions or agreements of the parties.

"Time" Time shall be deemed to be of the essence in all articles wherein times and dates shall be referred to in this Lease.

"Notices" Any notices or consents required to be given by or on behalf of either party to the other, shall be in writing and shall be given by mailing such notices or consents by registered or certified mail, return receipt requested, addressed as follows:

Tenant:

Attention: _____
Telephone: _____
Email: _____

Management:

L.E.A.P. O.R.G.
1860 Wilma Rudolph Blvd
Clarksville, TN 37040
Attention: Richard Reason Garrett
Telephone: (931) 378-0500
Email: Reason@leaporg.net

Or at such other address or addresses as may be specified from time to time in writing, delivered to the other party in accordance with this article.

"Applicable Law and Construction" The laws of the State of Tennessee shall govern the validity, construction, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision. All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by agreement in writing between the parties. Tenant shall have no right to quit the Premises or cancel or rescind this Lease except as said right is expressly granted herein. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles. This Lease has been negotiated by Management and Tenant, and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Management or Tenant, but by both equally. herein. This Lease can be modified only by a writing signed by the party against whom the modification is enforceable.

"Right of Entry by Management" Management, its agent and assigns may, during the Term of this Lease, upon reasonable advance notice (except in the case of emergency) and at all reasonable times and during usual business hours, enter upon the Premises for the purpose of inspecting the same (during which inspection Tenant shall have the right to have a representative present) and show the Premises to prospective tenants or prospective purchasers.

"Estoppel Certificates" At any time and from time to time, within fifteen (15) days after Management shall request the same, Tenant will execute, acknowledge and deliver to Management and to such Mortgagee or other party as may be designated by Management, a certificate in reasonably acceptable form with respect to the matters reasonably required by such party and such other matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Management. In the event that Tenant fails to provide or reasonably object to such certificate within fifteen (15) days after request therefore by Management, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Management and Management is hereby authorized to so certify.

"Memorandum of Lease" The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant. In the event of termination of this Lease, within thirty (30) days after written request from Management, Tenant agrees to execute, acknowledge and deliver to Management an agreement removing such short form of lease from record. If Tenant fails to execute such agreement within said thirty (30) day period or fails to notify Management within said thirty (30) day period of its reasons for refusing to execute such agreement, Management is hereby authorized to execute and record such agreement removing the short form of lease from record. This provision shall survive any termination of this Lease.

"Broker's Commission" Each of the Parties represents and warrants that there are no claims for brokerage commissions due from either party. All commissions and leasing fees in connection with the execution of this Lease will be paid for by Master Lessor. Management and Tenant agrees to indemnify the other Party against, and hold the other Party harmless from, all

liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

"No Modification" This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof; all negotiations, considerations and representations between the parties, having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth

By: Tenants:

Owner

Date: _____

By: Management:

L.E.A.P. ORG

Richard Reason Garret

Executive Director/Realtor

Date: _____