RESOLUTION NO. 32905

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A LEASE AGREEMENT WITH EAST NOOGA, LLC, IN SUBSTANTIALLY THE FORM ATTACHED, FOR APPROXIMATELY SEVENTEEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN (17,767) SQUARE FEET OF SPACE AT 5600 BRAINERD ROAD, FURTHER IDENTIFIED AS EASTGATE TOWN CENTER, FOR A TERM OF FIVE (5) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TERMS OF FIVE (5) YEARS EACH, WITH A FIRST YEAR ANNUAL RENT OF TWO HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS ($230,971.00) AT A PRO-RATED AMOUNT, AND TO AUTHORIZE THE PAYMENT OF THE INITIAL BUILDOUT BUDGET, IN THE AMOUNT OF THREE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS ($354,253.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into a Lease Agreement with East Nooga, LLC, in substantially the form attached, for approximately 17,767 square feet of space at 5600 Brainerd Road, further identified as Eastgate Town Center, for a term of five (5) years, with the option to renew for two (2) additional terms of five (5) years each, with a first year annual rent of $230,971.00 at a pro-rated amount, and to authorize the payment of the initial buildout budget, in the amount of $354,253.00.

ADOPTED: June 16, 2026

/mem

OFFICE LEASE

THIS OFFICE LEASE ("Lease") is made as of the date of full execution below ("Effective Date"), by and between EAST NOOGA, LLC, a Delaware limited liability company ("Landlord"), City of Chattanooga, a municipality existing under the laws of the State of Tennessee ("Tenant").

1. COMPONENTS. This Lease is comprised of the Preamble, Articles 1 to 16, the Signature Page, and the Exhibits. Any reference to a Section or an Article or Exhibit shall refer to that Section or Article or Exhibit in this Lease unless otherwise specified.

1.1 Basic Lease Information. If there is a conflict between this Basic Lease Information and the remainder of this Lease, the Basic Lease Information shall control.

(a) Premises: Suites B18, B22, B24, and B26 as displayed in Exhibit A ("Premises") of 5600 Brainerd Road, Chattanooga, Tennessee 37411 of building known as "Eastgate Town Center" ("Building"). (Article 2)

(b) Rentable Area of Premises: Agreed upon 17,767 rentable square feet. (Section 2.2)

(c) Rentable Area of Building: Agreed upon 744,668 rentable square feet. (Section 2.2)

(d) Term: Subject to Article 3, sixty (60) full calendar months plus any partial month in which the Rent Commencement Date occurs unless otherwise extended or terminated pursuant to this Lease. ("Term"). (Article 3)

(e) Lease Commencement Date: Effective Date. (Article 3)

(f) Tenant Possession Date: Subject to Article 3, upon completion of Landlord's Work. (Article 3)

(g) Rent Commencement Date: Tenant Possession Date. (Article 3)

(h) Expiration Date: At 11:59 PM on the last day of the sixtieth (60^{th}) full calendar month after the Rent Commencement Date unless otherwise extended or terminated pursuant to this Lease. (Article 3)

(i) Monthly Base Rent: Subject to Article 4:

Dates	Month	Monthly Base Rent	Ann. Rent PSF	PSF
TBD	Partial	Prorated	$230,971.00	$13.00
TBD	1-12	$19,247.58	$230,971.00	$13.00
TBD	13-24	$19,825.01	$237,900.13	$13.39
TBD	25-36	$20,419.76	$245,037.13	$13.79
TBD	37-48	$21,032.35	$252,388.25	$14.21
TBD	49-60	$21,663.32	$259,959.90	$14.63

(Article 4)

Landlord__________Tenant___________

(j) Extension Option:	Subject to section 3.7, Tenant shall have two (2) options to extend the Term of the Lease for a period of sixty (60) full calendar months each at a current Market Rate but not less than 103% of the scheduled Monthly Base Rent for the final full month of the prior Term and increase 3% per annum on each anniversary of the Rent Commencement Date. (Section 3.7)
(k) Base Year:	2026. Tenant shall not be responsible for any increases in Operating Expenses, Real Estate Taxes, or Insurance Costs above the amounts incurred for the Base Year. Landlord shall be solely responsible for all Operating Expenses, Real Estate Taxes, and Insurance Costs in excess of the Base Year amounts, and no such increases shall be passed through to Tenant in any form. Tenant's payment obligations under this Lease for Operating Expenses, Taxes, and Insurance are expressly limited to the Base Year amounts only, which are incorporated into the Monthly Base Rent. (Article 5)
(l) Tenant's Share:	2.39% (17,767 sf/744,668 sf). (Section 5.1)
(m) Security Deposit:	None. (Section 4.6)
(n) Permitted Use:	Subject to Article 6, Senior Activity Center. (Section 6.1).
(o) Signage:	Subject to Article 8 and Exhibit H, standard interior signage consistent with existing Eastgate signage for similarly-sized and situated premises. (Article 8)
(p) Amount Due Upon Tenant Lease Execution	$354,253.00 Initial Buildout Budget. (Article 4)
(q) Parking Allotment:	Subject to Sections 4.3 and 7.1 and Exhibit E, seventy (70) shared and non-exclusive common area parking spaces. (Section 4.3 and 7.1)
(r) Tenant's Liability Insurance:	Tenant represents and warrants that it shall maintain liability coverage through its own self-insurance program in amounts not less than the maximum amounts required under Tennessee law for municipal entities. Tenant shall be solely responsible for administering, adjusting, defending, and paying all claims covered by its self-insurance, and Landlord shall have no liability or obligation with respect to such claims. Tenant's failure to maintain self-insurance or to provide required evidence of coverage shall constitute a material default under this Lease. Additionally, Tenant shall maintain its own "Injury-

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On-Duty" program. A copy of Tenant's Self-Insured Certificate of Insurance is attached as Exhibit J. (Article 9)

(s) Landlord Notice Address:	5600 Brainerd Road, Suite D-4, Chattanooga, TN 37411, Attn: General Manger, Tel: 423-855-5570 Fax: 423-8558879 (Section 16.15)
(t) Tenant Notice Address:	Real Property Office 101 E. 11th Street, STE G-18 Chattanooga, TN 37402 With Copy to: Office of the City Attorney 100 E. 11th Street, STE 200 Chattanooga, TN 37402 (Section 16.15) Department of Economic Development 101 E. 11th Street, Suite 200 Chattanooga, TN 37402 (Section 16.15)
(u) Brokers:	Square One represent Landlord. (Section 16.16)
(v) Landlord's Work:	Premises shall be delivered to Tenant as configured in Exhibit I. Quality of materials and finishes at Landlord's sole discretion (Article 2, Exhibits B and I)
(w) Buildout Cost Payment:	Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the agreed-upon initial budget for the Tenant Improvements (the "Initial Buildout Budget") in the amount of **Three Hundred Fifty-Four Thousand Two Hundred Fifty-Three and No/100 ($354,253.00)** Landlord shall apply the Initial Buildout Budget toward the costs of designing, permitting, constructing, and completing the Tenant Improvements as set forth on Exhibit A (the "Tenant Improvements"). Within sixty (60) days after substantial completion of the Tenant Improvements, Landlord shall deliver to Tenant a written accounting of all actual, out-of-pocket costs incurred by Landlord in connection with the Tenant Improvements, if any, (the "Final Buildout Cost Statement") after applying the Initial Buildout Budget payment made by Tenant. If the actual costs exceed the

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	Initial Buildout Budget, Tenant shall pay the amount of such excess (the "True-Up Amount") to Landlord within thirty (30) business days after receipt of the Final Buildout Cost Statement. If the actual costs are less than the Initial Buildout Budget, Landlord shall credit the difference against the next installment(s) of Base Rent due under the Lease.
(x) Warranty on Tenant Improvements:	Tenant improvements are covered by the warranties provided by the contractor(s) who performed the work, such warranties shall not exceed one (1) year. Landlord makes no other warranties, express or implied. Landlord's only obligation is to reasonably cooperate with Tenant in submitting warranty claims. Warranties do not cover damage or defects caused by Tenant misuse, neglect, or improper operation, alterations made by Tenant, or ordinary wear and tear.

1.2 Definitions. The Building defined in Basic Lease Information, including the Common Areas defined in Section 2.1, and the land described on Exhibit C ("Land"), shall be referred to as the "Real Property."

1.3 Articles and Exhibits. The following Articles are contained within this Lease and Exhibits are attached hereto and incorporated herein by this reference ("Exhibits").

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2. PREMISES.

2.1 Demise of Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises described in the Basic Lease Information. Tenant and its employees, agents and invitees shall also have the right to use, in common with others, the public lobbies, corridors, entrances, stairs, elevators, base building facilities, landscaped areas, parking areas and other public portions of the Real Property (collectively, "Common Areas").

2.2 Rentable Area. Landlord and Tenant hereby stipulate that, as of the Lease Commencement Date, the rentable area of the Premises and the rentable area of the Building shall be as set forth in the Basic Lease Information.

2.3 Landlord's Reserved Rights. Notwithstanding anything to the contrary in this Lease, the Premises shall exclude the exterior walls, the foundation, the roof, the structural components of the Building, any space in the Premises used for shafts, pipes, conduits, ducts electrical equipment or other utilities or Building facilities and the Common Areas of the Building. Landlord reserves the right, from time to time, upon a minimum of 24 hours prior notice to Tenant, except in the event of an emergency, in which case no notice shall be required but Landlord will notify Tenant as soon as practicable after the fact, to locate, install, repair and replace any pipes, utility lines, ducts, wires, mains and structural elements throughout the Premises.

2.4 Condition of Premises. Subject to 1.1(v)"Landlord's Work", if any, and 1.1(x) "Warranty on Tenant Improvements" in the Basic Lease Information, Landlord shall have no obligation to improve or otherwise modify the Premises for Tenant's use and Tenant shall accept the Premises in its "as is" condition as of the Lease Effective Date, including but not limited to title, physical condition, size or dimensions of the Premises, and the zoning, building and land use restrictions applicable to the Premises except that Landlord shall ensure that the heating ventilation, and air conditioning comprised of the equipment and ducting ("HVAC"), lighting, plumbing, mechanical, and electrical service to the Premises, for standard tenant usage, shall be in good working order on the Tenant Possession Date. Tenant acknowledges that neither Landlord nor its Authorized Representatives, as defined in this Section, have made any representations, warranties or promises to Tenant regarding the Premises or the Building or the Real Property. "Authorized Representatives" means any director, officer, agent, partner, employee, or independent contractor of the specified party.

2.5 Relocation. Landlord and Tenant agree to the following terms:

(a) Notice. Landlord may by giving not less than one hundred twenty (120) days written notice to Tenant elect to relocate Tenant to other Premises within the Building ("**Substitute Premises**") so long as the Substitute Premises contains approximately the same Floor Area and configuration as the current Premises. Landlord's notice shall be accompanied by a proposed space plan of the Substitute Premises. Tenant shall have fifteen (15) days to accept in writing the Substitute Premises proposed by the Landlord. If the Tenant does not decide in writing to accept the Landlord's Substitute Premises, Tenant's lease shall terminate in full 120 days after the date of Landlord's notice of Relocation

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to Tenant and Tenant shall surrender possession of the Premises in accordance with the provisions of the Lease relating to termination and surrender of the Premises.

(b) Acceptance. If the Tenant agrees to accept the new proposed Substitute Premises, the Landlord shall work with the Tenant to build out the Substitute Premises in substantially the same configuration as the current premises and provide for moving the Tenant to the Substitute premises as soon as they are available all at the Landlord's sole cost. Tenant shall not be required to move out of the current Premises until the Substitute Premises is built-out.

(c) Lease Terms. Minimum Rent and Additional Rent and other charges shall be payable by Tenant at the same rate per square foot rate as payable by Tenant with respect to their current Premises.

(d) Premises. From and after the relocation by Tenant to Substitute Premises, the Substitute Premises shall be deemed to be the Premises for the purposes of the Lease.

(e) No Compensation. If Landlord shall relocate Tenant to the Substitute Premises, Tenant shall not be entitled to any compensation for any inconvenience for interference with Tenant's business nor any abatement or reduction of Minimum Rent or Additional Rent other than any actual downtime.

2.6 Landlord's Entry. Landlord and its Authorized Representatives shall have the right to enter the Premises at all reasonable times with a minimum of 24-hours' prior notice, except in an emergency when no notice is required, for any reasonable purpose, including, but not limited to, the following: (a) to inspect the Premises; (b) to alter, improve or maintain the Premises and the Building upon a minimum of 72 hours' notice; (c) to show the Premises to prospective brokers, agents, buyers, tenants or lenders; and (d) to post notices of non-responsibility, all without reduction or abatement of Rent. Landlord shall have at all times a key to unlock all the doors in and about the Premises, excluding Tenant's vaults and safes and other secure areas identified by Tenant in a written notice to Landlord ("Tenant's Secure Areas"). Landlord shall have the right to use any means which Landlord deems in good-faith to be proper to open the doors in an emergency Any such entry by Landlord and Landlord's Representatives shall comply with all reasonable security measures of Tenant of which Landlord has been given prior written notice and shall not impair Tenant's operations more than reasonably necessary. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of such entry on the Premises as provided in this Section (except damages resulting from the, gross negligence or willful misconduct of Landlord or its Authorized Representatives acting within the scope of their authority), and Tenant waives any Claims arising thereunder.

2.7 Sale or Transfer of Premises. If Landlord sells or transfers all or any portion of the Premises, the Building or the Real Property, on consummation of the sale or transfer, Landlord shall be released from any liability thereafter accruing under this Lease if Landlord's successor has assumed in writing Landlord's obligations under this Lease.

3. TERM.

3.1 Term. The initial term of this Lease shall be for the period specified in the Basic Lease Information ("Term"), unless sooner terminated pursuant to other provisions of this Lease; the Term shall expire on the last day of the last full calendar month during the Term unless otherwise provided in writing and signed by Landlord and Tenant. Tenant and its employees shall be granted access to the Premises and the

Building twenty-four (24) hours per day, seven (7) days per week, every day of the year during the Term or any Extended Term, subject to all applicable Laws, Landlord's reasonable access control procedures, the Rules and Regulations and the terms of this Lease. "Law(s)" means all laws, statutes, ordinances, judicial decisions, or other governmental rules, regulations, orders or requirements (including those of a quasi-official entity or body such as the board of fire examiners or public utilities), now or hereafter in force.

3.2 Rent Commencement Date. Landlord shall use reasonable diligence to deliver the Premises on or before the Tenant Possession Date specified in the Basic Lease Information, as such date may be extended for any delays caused by Force Majeure, as defined in this Section, or Tenant Delays (as defined in the Work Letter). The Rent Commencement Date shall be as set forth in the Basic Lease Information, provided, however, that if Tenant elects to occupy the Premises before Substantial Completion of the Landlord's Work, Tenant acknowledges that, while Landlord will make reasonable efforts to minimize disruption to Tenant's business, there may be some disruption to Tenant's business while Landlord continues to perform the Landlord's Work. Notwithstanding anything to the contrary in the Lease, if Landlord is delayed in the Substantial Completion of Landlord's Work as a result of a Tenant Delay, Landlord may determine, in its sole good-faith judgment, that the actual Rent Commencement Date is the date that Substantial Completion of the Tenant Improvement Work would have occurred but for the Tenant Delay. "Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform.

3.3 No Liability for Landlord. This Lease shall not be void or voidable, nor shall Landlord or its Authorized Representatives have any liability to Tenant, by reason of Landlord's failure to deliver the Premises by the Rent Commencement Date as long as the failure to deliver does not exceed thirty (30) days after the Rent Commencement Date ("Delivery Failure"). In the event of a Delivery Failure, Tenant shall have the right, for a period of thirty (30) days after the Delivery Failure, to void this Lease and receive a full refund of the amount paid upon execution of this Lease ("Delivery Failure Termination Right"). However, if Tenant takes possession of the Premises after a Delivery Failure or fails to timely exercise the Delivery Failure Termination Right, the Delivery Failure Termination Right is vitiated and the Lease shall continue in full force and effect.

3.4 Early Occupancy. If Tenant shall have the right to enter the Premises prior to the Tenant Possession Date ("Early Occupancy Period") as provided in the Basic Lease Information, Tenant shall cause all Tenant's Insurance required under this Lease to be in place prior to such early occupancy or possession of the Premises and continue during the Early Occupancy Period. During the Early Occupancy Period, Tenant shall perform Tenant's Work in accordance with Section 2 of the Work Letter. All the terms and conditions of this Lease shall govern during the Early Occupancy Period except that, subject to Tenant's obligations under this Section, Tenant shall have no obligation to pay Rent for the Early Occupancy Period.

3.5 Surrender of Premises.

(a) Alterations. At the end of the Term or any Extended Term or other sooner termination of this Lease or Tenant's right to possession of the Premises, Tenant shall surrender to Landlord the Premises and all Alterations and Tenant's Work in good condition and repair (ordinary wear and tear, damage by fire or other casualty, and condemnation excepted) except for Alterations that Tenant is obligated to remove under Section 8.4 (Landlord's Property). Before the end of the Term, Tenant shall repair any damage caused by the removal of any Alterations, Tenant's Personal Property and Tenant's Trade Fixtures.

(b) Tenant's Property. At the end of the Term or any Extended Term or other sooner termination of this Lease or Tenant's right to possession of the Premises, Tenant shall surrender to Landlord the Premises with all of Tenant's Personal Property and Tenant's Trade Fixtures removed (collectively, "Tenant's Property"). Tenant's Property not so removed the expiration or earlier termination of this Lease shall be deemed abandoned by Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale and Landlord is free to dispose of the Tenant's Property in any manner it deems fit in its sole discretion with no further obligation to Tenant or any third party which may have a claim to such Tenant's Property. Tenant shall remain responsible for the cost of removal and disposal of such Tenant's Property, as well as any the cost to repair any damage caused by such removal.

3.6 Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without Landlord's written consent, such occupancy shall constitute a tenancy at sufferance. If Tenant remains in possession with Landlord's written consent, such occupancy shall constitute a month-to-month tenancy terminable by either party on thirty (30) days' written notice. Unless otherwise agreed in writing, the Monthly Base Rent during any holdover period shall be one hundred fifty percent (150%) of the Monthly Base Rent in effect for the last full calendar month of the Term, and all other terms and conditions of this Lease shall continue to apply. Nothing in this Lease shall be construed as Landlord's consent to any holdover. Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon expiration of the Term. Tenant acknowledges and agrees that, to the fullest extent permitted by applicable law, Tenant shall be directly responsible for all actual damages incurred by Landlord as a result of Tenant's failure to timely surrender possession of the Premises, including, without limitation: (a) any rent, charges, or other amounts that would have been payable by a succeeding tenant but for Tenant's failure to vacate, (b) any documented, out-of-pocket costs incurred by Landlord in connection with delays to any succeeding tenancy, and (c) Landlord's reasonable, documented administrative costs arising from such delay. The parties acknowledge that Tenant is a governmental entity and, as such, may not enter into agreements that constitute indemnification. The parties therefore agree that the obligations set forth in this Section are intended to reflect Tenant's direct responsibilities under this Lease and shall not be interpreted as requiring Tenant to indemnify, defend, or hold Landlord harmless.

3.7 Extension Options. If Tenant is granted by Landlord any options to extend Term in the Basic Lease Information of this Lease ("Option(s) to Extend Term"), they apply to the entire Premises and in accordance with the following only:

(a) Extension. Each Option to Extend Term shall extend the Term (each, an "Extended Term") for the period specified in the Basic Lease Information. If Tenant exercises an Option to Extend Term, then all of the terms contained in this Lease shall continue in full force and effect during the applicable Extended Term, except with respect to the following: (a) Monthly Base Rent for such Extended Term shall be the amounts set forth for such Extended Term in the Basic Lease Information; and (b) the number of remaining Options to Extend Term, if any, shall be reduced by one (1). References herein to "Term" include the initial Term as defined in the Basic Lease Information and each Extended Term, if the Option(s) to Extend Term is timely exercised by Tenant pursuant to this Section.

(b) Exercise. Each Option to Extend Term shall be exercised, if at all, only by written notice ("Notice to Extend Term") delivered by Tenant to Landlord at least one hundred twenty (120) days but not more than two hundred seventy (270) days prior to commencement of the applicable Extended

Term. If Tenant does not deliver a Notice to Extend Term within the time period set forth herein, such Option to Extend Term and any remaining unexercised Option to Extend Term shall lapse and Tenant shall have no right to extend the Term.

(c) Effectiveness. If Tenant delivers a written Notice to Extend Term in the manner and within the time frames herein provided, this Lease shall be deemed extended for the applicable Extended Term at the Monthly Base Rent and upon the terms specified in this Section without the need for any further notice or documentation. If Tenant does not deliver to Landlord a Notice to Extend Term within the time frames herein provided, this Lease shall expire upon the then scheduled Expiration Date, unless terminated earlier in accordance with the provisions of this Lease. A Notice to Extend Term shall be irrevocable and shall be binding upon both Landlord and Tenant without the need for any further documentation.

(d) Amendment. If, within thirty (30) days after Landlord's receipt of a written Notice to Extend Term, either party shall request that both parties enter into an amendment documenting the applicable Extended Term and Monthly Base Rent during such Extended Term, then Landlord shall prepare an amendment to this Lease setting forth the applicable Extended Term and Monthly Base Rent for such Extended Term pursuant to this Section ("Extended Term Amendment"). The Extended Term Amendment shall be submitted to Tenant for execution and Tenant shall have twenty (20) days after receipt thereof from Landlord in which to execute and deliver the Extended Term Amendment to Landlord, and Landlord shall have twenty (20) days after receipt of the same in which to execute the Extended Term Amendment and to deliver one (1) fully executed copy to Tenant. The failure of either or both Landlord or Tenant to execute the Extended Term Amendment shall not have the effect of nullifying Tenant's Notice to Extend Term, and this Lease shall nevertheless be extended for the applicable Extended Term as herein provided.

(e) No Default. Each Option to Extend Term shall be exercisable by Tenant on the express conditions that at the time of the exercise of the Option to Extend Term and upon the date of the commencement of the applicable Extended Term, no Event of Default exists, unless such restriction is expressly waived in writing by Landlord (which election shall be in Landlord's sole discretion).

(f) Market Value Negotiation. Upon receipt by Landlord of Tenant's Notice to Extend Term, Landlord and Tenant shall have thirty (30) calendar days thereafter ("Negotiation Period") to agree upon a current market rental rate ("Current Market Rate"). Failing such agreement by the expiration of the Negotiation Period, Landlord and Tenant shall, within thirty (30) calendar days after the expiration of the Negotiation Period ("Appointment Period"), each appoint an appraiser or broker to prepare an appraisal or a valuation of the Current Market Rate. Within sixty (60) calendar days after the expiration of the Appointment Period, the Landlord and Tenant appraisers or brokers must each prepare its own appraisal or valuation and provide it to the other party, using comparable leases that are or can be used for a similar use and of a similar size ("Appraisal Period"). If the Landlord and Tenant appraisers or brokers cannot agree within thirty (30) calendar days after the expiration of the Appraisal Period ("First Consensus Period"), they must jointly appoint a neutral appraiser or broker within thirty (30) calendar days thereafter ("Neutral Appointment Period"). Within thirty (30) calendar days of the expiration of the Neutral Appointment Period, the Neutral appraiser or broker must prepare its valuation of Current Market Rate ("Neutral Valuation Period"). The three appraisers or brokers must agree upon a Current Market Rate within thirty (30) calendar days after the expiration of the Neutral Valuation Period ("Second Consensus Period"). Failing a consensus of at least two appraisers or brokers by the expiration of the Second Consensus Period, then the average of the two appraisals or valuations with the closest Current Market Rate shall be used. The parties are each responsible for their own appraiser's or broker's cost and 50% of the neutral appraiser's or broker's cost.

4. RENT.

4.1 Monthly Base Rent. From and after the Rent Commencement Date , Tenant shall pay to Landlord as monthly base rent for the Premises the amount stated in the Basic Lease Information as "Monthly Base Rent." Monthly Base Rent for the first full month after the Rent Commencement Date shall be paid upon the Tenant Possession Date and the execution of the Start Date Letter (Exhibit I) . Thereafter, Tenant shall pay the Monthly Base Rent on the first day of each calendar month following the Rent Commencement Date, in advance, without any right of deduction, setoff, prior notice or demand. For any partial month, Tenant shall pay the prorated portion of the Rent for the days tenant is in possession of the Premises during the calendar month divided by the actual days in the calendar month. All rental increases shall occur on the anniversary of the first day of the Term or any Extended Term unless otherwise specified. Any abated Monthly Base Rent shall become immediately due and payable from Tenant to Landlord upon an Event of Default under the Lease.

4.2 Termination for Unappropriated Funds. Tenant reserves the right to terminate this Lease for unappropriated funds or unavailability of funds by giving written notice to the Landlord at least sixty (60) days prior to the effective date of such termination. The obligation of Tenant for payment of Rent to Landlord is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Lease into a subsequent fiscal period is subject to appropriation of funds by the Chattanooga City Council. Upon any termination of this Lease under this Section 4.2, all Tenant Improvement costs, allowances, and other advance payments made by Tenant shall be deemed fully earned by Landlord and non-refundable, and Tenant waives any claim to reimbursement or to any unspent or unused Tenant Improvement funds. Tenant shall vacate and surrender the Premises on or before the effective termination date, and Tenant may not remain in possession without having fully paid all Rent due through such date. Any occupancy after the termination date shall constitute a holdover subject to the holdover provisions of this Lease.

4.3 Additional Rent. – SUBJECT TO SECTION 1.1(K) "BASE YEAR"

(a) Payment. Commencing the first day of the month that is twelve full calendar months after the Rent Commencement Date, in addition to the Monthly Base Rent, Tenant shall pay to Landlord, as Additional Rent, as defined in this Section, (i) Tenant's Share, as defined in Section 5.1 (Increased Costs), of any increase in Property Taxes, as defined in this Section, over the Property Taxes for the Base Year, as defined in the Basic Lease Information, ("Increased Taxes"); and (ii) Tenant's Share of any increase in Operating Costs, as defined in this Section, for each calendar year over the Operating Costs for the Base Year, as set forth in the Basic Lease Information ("Increased Operating Costs"), all in accordance with Section 5 (Expenses) with Items (a) and (b) of this Section (collectively referred to as "Additional Rent"). Tenant shall pay Additional Rent, together with Tenant's payment of the Monthly Base Rent, without deduction, setoff, prior notice or demand except as provided in Section 5 (Expenses).

(b) Definitions.

(i) "Rent" means all amounts payable by Tenant to Landlord under this Lease, including, but not limited to, Monthly Base Rent, Tenant's Share of Increased Taxes and Increased Operating Costs, parking charges, holdover rent, late charges, interest on late payments and reimbursements of costs. Landlord shall have the same remedies against Tenant for the failure to pay any Rent when and as due as Landlord has for Tenant's failure to pay Monthly Base Rent.

(ii) "Property Taxes" means all taxes, assessments and government charges levied against the Real Property and improvements thereon, all personal property taxes levied on Landlord's personal property used in managing, operating, maintaining and repairing the Real Property, all taxes, assessments and reassessments of every kind and nature whatsoever levied or assessed in lieu of or in substitution for existing or additional real or personal property taxes and assessments on the Real Property, service payment in lieu of taxes, excises, transit charges and fees, development and other assessments, reassessments, levies, fees or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed during the Term by any public authority upon the Real Property, the Building's operations or the rent received from the Building, or amounts required to be expended because of governmental orders for public improvements, services, benefits, or other similar purposes. Property Taxes shall also include all expenses reasonably incurred by Landlord in contesting or otherwise seeking reduction of Property Taxes. To the extent permitted by applicable governmental authority and any Landlord's Lender (as defined in Section 15.1), Landlord shall pay any special assessment in installments, and in such event Property Taxes shall include only such installments and interest paid on the unpaid balance of the assessment during the calendar year. Notwithstanding anything to the contrary, Property Taxes shall exclude any franchise tax, excise tax (to the extent the excise tax is based on Landlord's net earnings or income but not to the extent the excise tax is a tax on rent which Tenant is responsible to pay), capital gain, estate, inheritance or succession transfer tax of Landlord, and any income, profits or revenue tax or charge upon Landlord's net income and any increase in taxes, assessments and government charges levied against the Land as a result of improvements made to the Land (but not the Building) after the date of this Lease.

(iii) "Operating Costs" means all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, management, operation, maintenance and repair of the Building, except those items which are expressly excluded or limited below. If during the Base Year or any subsequent year, the Building is less than ninety-five percent (95%) occupied, those Operating Costs that vary based on the level of occupancy shall be adjusted upward to reflect, in Landlord's good-faith judgment, the Operating Costs that would apply during such year if the Building were at least ninety-five percent (95%) occupied. Operating Costs shall include the following:

1 Wages, salaries, taxes, insurance and related expenses and benefits of all onsite and offsite employees at or below the level of Senior Property Manager, to the extent engaged in the operation or maintenance of the Building.

2 All supplies, tools, equipment and materials used in operating and maintaining the Building, including any lease payments therefor.

3 Cost of utilities for the Building.

4 Cost of all maintenance, repair and replacement expenses, janitorial, building engineering, landscaping, security, legal, other consulting fees and service agreements for the Building and the equipment therein which are not otherwise directly paid by Tenant, including but not limited to window cleaning and elevator maintenance.

5 Cost of all insurance carried by Landlord in connection with the Building and Landlord's personal property used in connection therewith.

6 Repairs, replacements and general maintenance (excluding sums paid by insurance proceeds or by Tenant or other third parties).

7 All maintenance and repair costs relating to the sidewalks, the landscaped areas, and the parking areas to the extent Operating Costs for the parking areas exceed the parking revenue generated, if any, received with respect to the same.

8 Amortization over the useful life of the cost of capital maintenance or repair items, including interest at the "Lease Interest Rate", as defined in this Section.

9 A fee for building management including accounting and auditing expense, (not to exceed in the aggregate three percent (3%) of gross rents and receipts of the Building in any year (gross rents and receipts to include base rent, amounts of rental abatement, additional rent, percentage rent, and other income from the use and occupancy of the Building, whether accrued or collected).

Notwithstanding the foregoing to the contrary, Operating Costs shall exclude the following:

1 Costs for which Landlord receives reimbursement from insurance carriers or any other third party.

2 Charges and fees incurred in connection with ground leases and interest and amortization of indebtedness and any costs of financing or refinancing

3 Costs for any service for which Tenant or any other tenant pays (either to Landlord or a third-party provider) on a direct basis.

4 Leasing commissions, costs, disbursements and other expenses incurred for leasing, renovating or improving space for tenants;

5 Costs (including permit, license and inspection fees) incurred in renovating, improving, decorating, painting or redecorating vacant space or space for tenants.

6 Cost of electricity or other service sold to tenants for which Landlord is to be reimbursed as a charge in addition to the rent and additional rent payable under leases with other tenants.

7 Costs incurred because the Landlord or another tenant violated the terms of any lease.

8 Advertising and promotional expenditures.

9 Any costs, fines or penalties incurred because Landlord violated any applicable Law but specifically excluding ADA compliance or environmental remediation.

10 Costs incurred in connection with the sale or change of ownership of the Property, including brokerage commissions, attorneys' fees, accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges.

11 Costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the failure to pay bills when due, unless caused solely by the Tenant's failure to pay or late payments of the Tenant's Share of Increased Operating Costs or Increased Property Taxes.

12 Costs of utilities directly metered to tenants (including Tenant) of the Building and payable separately by such tenants.

13 Other costs or expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management or operating expenses.

(iv) "Lease Interest Rate" means the lesser of (a) two percent (2%) per annum over the prime rate of interest announced from time to time by Bank of America, San Francisco, California (or its successor), or (b) the maximum lawful rate.

4.4 Parking Rent. Subject to Landlord's rights regarding the Common Area: i) for parking spaces used by Tenant in excess of those provided to Tenant in the Basic Lease Information, commencing on the Rent Commencement Date, in addition to the Monthly Base Rent, Tenant shall pay to Landlord as Additional Rent, as defined in Section 4.2 (Additional Rent), $45 per space per month, multiplied by the number of Unreserved and/or Unassigned parking spaces used by Tenant in excess of those provided to Tenant in the Basic Lease Information.

4.5 Late Charges. Late payment of Rent will cause Landlord to lose the use of such funds and incur costs not contemplated by this Lease, the exact amount of which is difficult and impracticable to fix. Accordingly, if any Rent is not paid within five (5) days of the due date ("Non-Payment"): a) on the first occurrence of a Non-Payment in any calendar year, Landlord shall notify Tenant in writing and Tenant shall have three (3) business days to cure the first Non-Payment; b) either: i) on the second or any subsequent occurrence of a Non-Payment; or ii) the failure to timely cure the first Non-Payment, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the overdue amount ("Late Charge") which the parties agree represents a reasonable estimate of the expenses that Landlord will incur because of late payment of Rent (other than interest and attorney fees and collection costs). In addition, if any Rent is not paid by the due date, all such past due Rent shall bear interest from the due date until paid at the Lease Interest Rate, as defined in Section 4.2(iv). Landlord's acceptance of late payment charges and interest is not a release or waiver by Landlord of a default by Tenant and shall not prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease.

4.6 Security Deposit. Together with execution of this Lease, Tenant shall deposit with Landlord the amount specified in the Basic Lease Information as a security deposit ("Security Deposit**")**. The Security Deposit shall secure Tenant's obligations under this Lease, including Tenant's obligation to pay Rent and other monetary amounts. If Tenant defaults under this Lease (even if an Event of Default, as defined in Article 13, has not occurred), Landlord may, but without any obligation to do so, apply any portion of the Security Deposit towards fulfilling Tenant's unperformed obligations. If Landlord uses, retains or applies all or a portion of the Security Deposit to cure an Event of Default or to compensate Landlord for damages resulting from an Event of Default, then Landlord shall provide a written demand to Tenant about such use, retention, or application. Tenant shall immediately deposit with Landlord cash in an amount equal to that used, retained or applied by Landlord so that the total amount of Security Deposit held by Landlord equals that the amount shown in the Basic Lease Information. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute an incurable Event of Default. Landlord shall hold the Security Deposit without liability for interest on the same. Landlord is entitled to commingle the Security Deposit with its own funds. Upon expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days, less any amounts needed to .compensate Landlord for Tenant's failure to comply with the terms of this Lease. If Landlord sells or otherwise transfers Landlord's right or interest under this Lease, Landlord shall deliver the Security Deposit to the transferee, whereupon Landlord shall be released from any further liability to Tenant with respect to the Security Deposit.

5. EXPENSES. – SUBJECT TO SECTION 1.1(k) "BASE YEAR".

5.1 Increased Costs. After January 1 of the Base Year and each succeeding calendar year of the Lease, Landlord shall furnish Tenant with a statement of its estimate of Tenant's Share, as defined in Section 5.1(a), of Increased Costs, as defined in Section 4.2 (Additional Rent), for the next year of the Lease ("Landlord's Estimate"). Landlord's Estimate shall be reasonable and based upon generally accepted accounting principles consistently applied. On the first day of each calendar month during each lease year, beginning with the second lease year, Tenant shall pay to Landlord one-twelfth ($1/12^{th}$) of the amount in Landlord's Estimate, together with the Monthly Base Rent. Landlord shall have the right to revise Landlord's Estimate if at any time during the year Landlord determines that Increased Taxes or Increased Operating Costs are projected to vary from Landlord's Estimate therefor by more than three percent (3%).

(a) Tenant's Share Definition. "Tenant's Share" shall mean the ratio that the rentable area of the Premises bears to the total rentable area of the Building; provided, however, that if improvements are made to the Real Property after the Lease Commencement Date that allow persons other than occupants of the Building to occupy or enjoy the Real Property, Tenant's Share shall be equitably reduced based on the rentable area of the Premises compared to the rentable area of the Building and of all such other improvements to the Real Property ("Tenant's Share"). If the rentable area of the Premises and/or the total rentable area of the Building changes, Tenant's Share shall be appropriately adjusted so that it at all times reflects the proportion that the rentable area of the Premises bears to the total rentable area of the Building. Tenant's Share as of the Lease Commencement Date is set forth in the Basic Lease Information.

(b) Tenant's Share of Increased Property Taxes. Tenant's Share of Increased Taxes shall be based on Property Taxes, as defined in Section 4.2(b)(ii) (Property Taxes), for the Real Property, as defined in Section 1.2 (Real Property).

(c) Tenant's Share of Increased Operating Costs. Tenant's Share of Increased Operating Costs shall be based on the Operating Costs, defined in Section 4.2(b)(iii), attributable to the Real Property, defined in Section 1.2, and maintenance and repair of the Common Areas, as defined in Section 2.1, and the parking areas as defined in Article 7. Landlord shall have the flexibility and discretion to determine how best to allocate the Operating Costs, taking into account the efficient operation of the Real Property, so long as Landlord makes good-faith efforts to ensure that Tenant pays its equitable share of Increased Operating Costs.

5.2 Reconciliation of Costs. By April 30^{th} after the end of each calendar year, or as soon thereafter as Landlord has sufficient data, Landlord shall submit to Tenant a statement showing the actual Property

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Taxes and Operating Costs paid or incurred by Landlord during the previous calendar year. If the actual Tenant's Share of Increased Costs is less than the amount Tenant paid under Section 5.1 (Increased Costs) for such calendar year, then Landlord shall credit the amount of such difference against the next payment of Tenant's Share of Increased Taxes and Increased Operating Costs coming due. If the actual Tenant's Share of Increased Taxes and Increased Operating Costs is more than the amount Tenant paid under Section 5.1 (Increased Costs) for such calendar year, Tenant shall pay to Landlord the full amount of such difference at the monthly rent payment date next following the submittal of such statement to Tenant.

5.3 Tenant's Inspection Rights. Provided there is no Event of Default, within one hundred twenty (120) days after receiving Landlord's annual statement ("Audit Period"), Tenant may, upon reasonable prior written notice to Landlord and during normal business hours at the place where Landlord's records for the Building are maintained, cause a certified public accountant ("CPA") or employee of Tenant to copy (at Tenant's expense), inspect and audit those books and records of Landlord relating to the determination of Property Taxes and Operating Costs for the calendar year for which such statement was prepared. If Tenant fails to exercise its inspection rights or dispute Landlord's annual statement within the Audit Period, Landlord's annual statement shall conclusively be deemed correct, and Tenant shall be bound by Landlord's determination. Tenant shall cause the results of such audit, including the audit report, to be communicated in writing to Landlord. If such audit shows that the amount paid by Tenant to Landlord on account of demonstrated errors in such charges exceeded the amounts to which Landlord was entitled hereunder, Landlord shall refund to Tenant the amount of such excess within sixty (60) days following Landlord's receipt of the results of the audit. If such inspection and audit shows that the amounts paid by Tenant to Landlord on account of demonstrated errors in such charges were less than the amounts to which Landlord was entitled hereunder, Tenant shall pay to Landlord the amount of such shortfall within sixty (60) days of the date Tenant is notified of the error. Tenant shall keep any information gained from any such audit confidential and shall not disclose (or permit the disclosure of) any such information to any other party except where Tenant is legally required to do so (or in the case of litigation between the parties).

5.4 Proration. If the Term commences on a date other than January 1, or ends on a date other than December 31, Tenant's Share of Increased Taxes and Increased Operating Costs for such first or last calendar year of the Term shall be prorated based on what the number of days in the Term in that year bears to 365; and any amounts owed or to be credited pursuant to Section 5.2 (Reconciliation of Costs) shall be paid in the year immediately following the year in which the Term ends, in accordance with Section 5.2.

5.5 Occupancy Assumption. The Operating Costs shall be determined based upon actual operating expenses.

5.6 Tenant's Taxes.

(a) Payment by Tenant. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges (collectively, "Taxes") that are levied or assessed against Tenant during the Term, including, but not limited to, Taxes levied or assessed against Tenant's leasehold interest or Alterations or Tenant's Personal Property or Tenant's Trade Fixtures, as defined in this Section, Tenant's Work (as defined in Section 2 of the Work Letter) installed or located in or on the Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. "Alterations" means any addition, change, improvement, alteration or modification to the Premises by Tenant, including, but not limited to, fixtures, but excluding Tenant's Trade Fixtures as defined in this Section, Tenant Improvement Allowance Work, and the Tenant's Work as defined in the Work Letter. "Tenant's Personal Property" means Tenant's equipment, furniture, merchandise, inventory, accounts receivable, insurance proceeds, contracts, intangibles and movable property placed in the Premises by Tenant, including Tenant's Trade Fixtures. "Tenant's Trade Fixtures" means any property installed in or on the Premises by Tenant for purpose of trade, manufacture, ornament or related use, provided the same may be removed without material damage to the Premises.

(b) Reimbursement of Landlord. If any Taxes are levied against Landlord or Landlord's property, or if the assessed value of the Building, or any portion thereof, is increased by the inclusion of a value placed on Tenant's Personal Property, Alterations, or Tenant's Trade Fixtures (or Tenant's leasehold interest), and if Landlord pays the Taxes on any of these items or the Taxes based on the increased assessment of these items, Tenant, within thirty (30) days of receipt of an invoice therefor, shall reimburse Landlord for the sum of the Taxes levied against Landlord, or the proportion of the Taxes resulting from the increase in Landlord's assessment. Landlord shall have the right but not the obligation to pay and be immediately reimbursed by Tenant for these Taxes regardless of the validity of the levy.

6. USE.

6.1 Permitted Use. Tenant shall use the Premises solely for the uses specified in the Basic Lease Information as a "Permitted Use," for the Building.

6.2 Limitations on Use. Tenant shall not knowingly do, bring, or keep anything in or about the Premises that will cancel any insurance covering the Building. If any insurance rate increases as a result of Tenant's use of the Premises which deviates from that of a standard office user, Tenant shall pay for any such increase within thirty (30) days after Landlord's notice. Tenant shall not use or permit the Premises to be used in any way that will constitute waste, nuisance, or unreasonable annoyance to other tenants in the Building.

6.3 Compliance with Laws. Tenant shall comply with all Laws, as defined in Section 3.1, at Tenant's sole cost, concerning the Premises or Tenant's use and occupancy of the Premises, including, but not limited to: (a) for any alterations made by Tenant after completion of the Tenant Improvement Work; (b) to the extent they arise from Tenant's particular use of the Premises (as opposed to Tenant's use of the Premises for general office purposes in a normal and customary manner); or (c) Tenant's employment practices (Items a, b, and c, collectively "Tenant Compliance Work"). Upon prior written notice to Tenant, Landlord may elect to perform Tenant Compliance Work to the non-Premises portion of the Building on Tenant's behalf and at Tenant's expense, and Tenant shall reimburse Landlord for expenses incurred by Landlord within fifteen (15) days after Landlord's written demand therefor. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether or not Landlord is a party thereto, that Tenant has violated any Law shall be conclusive of that fact as between Landlord and Tenant. Tenant shall immediately furnish Landlord with any notices received from any insurance company or governmental agency or inspection bureau regarding any unsafe or unlawful conditions within the Premises. To the best of Landlord's knowledge, the Land, Building, Premises, and the Common Areas are in compliance with all applicable Laws, including all building codes and regulations, the Americans with Disabilities Act, and all laws and regulations pertaining to Hazardous Substances. Other than the Tenant's Compliance Work outlined in this Section, Landlord shall be responsible to comply with all Laws related to the Property.

6.4 Heavy Load. Tenant shall not bring into the Building, or keep in the Premises, any furniture, equipment, or other objects which individually or collectively overload the Premises or the Building. Landlord reserves the right to prescribe a reasonable weight and position of all safes, fixtures and heavy installations in the Premises so as to distribute properly the weight, and/or to require plans prepared by a qualified structural engineer, at Tenant's sole cost, for such heavy objects that exceed the weight prescribed by Landlord. Furthermore, Tenant shall take such measures as Landlord requires to eliminate any excessively loud noise and/or vibration caused by Tenant's machines and equipment if such excessively loud noise and/or vibration may be transmitted to the Building's structure. Notwithstanding the foregoing, Landlord shall have no liability for damage caused by the installation of safes and heavy equipment, or by the noise and/or vibration caused by Tenant's machines and equipment.

6.5 Hazardous Substances. Tenant shall not use, produce, manage, contain, store, treat or dispose of Hazardous Substances (as defined in this Section) ("Hazmat Use") in, on or about the Real Property, except with Landlord's prior written consent and in compliance with all Laws. Notwithstanding the foregoing, Tenant may Hazmat Use any ordinary and customary materials that are used as a routine part of Tenant's business, so long as such Hazmat Use (i) complies with all Laws, (ii) does not require a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) does not expose the Premises or the Building, or the neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability. Tenant shall notify Landlord in writing of the presence of any Hazardous Substance in, on or about the Premises, of any regulatory action or notice, and of any third party claim arising from any Hazardous Substance. "Hazardous Substance" means any substance, material, waste, pollutant or contaminant which is regulated by law as being hazardous, toxic, flammable, carcinogenic, explosive or radioactive, or is potentially injurious to the public health, safety or welfare or the environment.

7. OPERATIONS.

7.1 Common Areas.

(a) Operation and Control. Landlord shall have the right to: (a) operate, manage, maintain and modify the Common Areas, as defined in Section 2.1, in such manner as Landlord determines to be appropriate in its sole discretion; (b) temporarily close any portion of the Common Areas for repairs or alterations, to prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Landlord in its sole discretion; (c) use portions of the Common Areas for special events, displays and advertising purposes as Landlord deems appropriate in its sole discretion; (d) construct additional buildings, or temporary or permanent improvements, add to or modify the Building; (e) change the character of or make changes at any time in the size, shape, location, number and extent of the Common Areas (including, but not limited to, the parking areas so long as Tenant's parking and access rights are not materially impaired); and (f) change the name or the address of the Building. Landlord's exercise of the above rights shall not entitle Tenant to any abatement of Rent under this Lease. Landlord shall manage, operate and control the Common Areas in such manner as Landlord in its sole discretion deems appropriate, including establishing and enforcing reasonable rules and regulations applicable to all users of the Common Areas. Tenant and its Authorized Representatives shall at all times observe such Building Rules and Regulations as specified in Exhibit D.

(b) Parking. During the Term of this Lease, Tenant shall have the right to use the Parking Allotment specified in the Basic Lease Information in the parking areas of the Property as displayed on Exhibit E (Parking Plan). The Parking Allotment shall be used with respect to reserved, assigned, unreserved, and unassigned spaces in the parking lot as specified in the Basic Lease Information.

"Assigned" means a parking space that is specifically assigned for use by or for a single party. An Assigned parking space will generally be labeled by a sign or on the curb or the ground. "Reserved" means an area of parking spaces that is reserved for a group of users, i.e., covered parking, but the parking spaces are available to the reserved users on a first come, first serve basis. "Unreserved" and/or "Unassigned" means common area parking open to all users on a first come, first serve basis. Landlord shall manage, operate and control the parking lot in such manner as Landlord in its sole discretion deems appropriate, including, establishing and enforcing reasonable rules and regulations applicable to all users of the parking lot (and Tenant and its Authorized Representatives shall at all times observe such Parking Rules and Regulations as specified in Exhibit D. Landlord shall also have the right to (a) change, alter or add to the parking areas, rearrange parking spaces therein or provide for valet parking therein, (b) temporarily close the parking area so long as Landlord makes reasonable efforts to provide alternative, temporary parking arrangements for Tenant, and (c) repair, maintain, restore and perform such other acts with respect to the parking area that Landlord deem appropriate. Tenant shall not be required to pay for such parking (except to the extent Tenant pays for Increased Operating Costs). Tenant's employees and visitors may use the parking spaces in the Parking Allotment.

7.2 Basic Services. Subject to the Building Rules and Regulations in Exhibit D and to applicable Laws defined in Section 3.1, repair or maintenance work, actions of the public utility company furnishing the service, and factors outside Landlord's reasonable control, Landlord shall furnish to the Premises from 7:00 A.M. to 6:00 P.M. Monday through Friday and 7:00 A.M. to 12:00 P.M. on Saturdays, excluding holidays, the following: (a) electricity for lighting and power and use of water in the Premises adequate for use of the Premises for general office purposes in a normal and customary manner**;** (b) heat and air conditioning as required in Landlord's reasonable judgmentfor the comfortable use and occupancy of the Premises for general office purposes in a normal and customary manner; and (c) elevator service by unattended automatic elevators for general office usage. Tenant agrees to keep closed when necessary draperies or blinds which, because of the sun's position, must be closed to provide for the efficient operation of the air conditioning system, and Tenant agrees to cooperate with Landlord and to abide by the regulations and requirements which Landlord may prescribe for the proper functioning and protection of the HVAC system.

7.3 Additional HVAC. If Tenant requires heating or air conditioning in amounts that exceed that which is necessary for the comfortable use and occupancy of the Premises for general office purposes in a normal and customary manner, then Landlord shall use reasonable efforts to provide such additional heating or air conditioning at Tenant's request, provided Tenant pays to Landlord the cost of such service as determined by Landlord. Whenever heat-generating machines or equipment or lighting used in the Premises by Tenant affect the temperature otherwise maintained by the air conditioning system of the Building, Landlord shall have the right to: (a) install any machinery and equipment Landlord deems necessary to restore the temperature balance in any affected part of the Building, including but not limited to modifications to the Building's air conditioning system or installation of supplementary air conditioning units; or (b) charge Tenant for reasonable costs incurred by Landlord at Seventy Five Dollars ($75.00) per hour which are related to any additional cooling load placed on the Building and caused by Tenant's heat-generating machines or equipment or lighting.

7.4 Special Apparatus. Tenant shall not, except with Landlord's prior written consent (which may be withheld in Landlord's reasonable discretion), either: (a) use any apparatus or device in the Premises that will increase the amount of utilities consumed in the Premises beyond that usually consumed for the Permitted Uses; or (b) connect with the utilities any device or apparatus for the purpose of using electrical current or water or natural gas, except as such connections now exist or as may be provided for in the Work Letter. If Landlord consents to the use and/or connection of any apparatus or device as described

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above, Landlord may install, at Tenant's cost, meters or similar monitoring devices to measure the amount of utilities consumed by such apparatus or devices. If Landlord elects not to install a special meter or monitoring device, Landlord shall determine the amount of additional utilities consumed by such apparatus or device based upon Landlord's good-faith judgment, and such determination shall be conclusive on Tenant. Tenant shall pay to Landlord promptly upon demand the cost of any excess use of utilities, together with any additional expense incurred by Landlord in administering same. Notwithstanding the foregoing, Landlord acknowledges that Tenant may seek Landlord's prior written consent to install a generator on or about the Premises or Building and such generator, if approved, shall remain Tenant's property upon the expiration or earlier termination of this Lease.

7.5 No Liability for Interruption. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service or other service being furnished to the Premises and no such failure or interruption shall entitle Tenant to abate Rent or to terminate this Lease, unless such failure or interruption continues for more than three (3) consecutive days, or ten (10) non-consecutive days, in which case Rent shall be abated for the period of such failure or interruption.

7.6 Tenant's Other Utilities/Costs. Tenant shall, before delinquency, pay for (i) all charges for electricity services directly metered to the Premises, (ii) all telephone, cable, telecommunications and all other utilities and services not expressly required to be provided by Landlord, which may be furnished to or used in, on or about the Premises during the Term, and (iii) janitorial and pest control services provided to the Premises and contracted directly by Tenant.

7.7 Maintenance and Repair

(a) Landlord's Obligations. Subject to Articles 10 (Casualty) and 11 (Condemnation), Landlord shall maintain in good condition , reasonable wear and tear excepted, and repair and replace as needed the structural portions of the Building (including, but not limited to, the exterior walls, under-flooring and roof), the base building facilities (including lighting, HVAC, plumbing, mechanical, electrical, fire/life safety systems and generators serving the Building except if the system or equipment was installed or modified by or for Tenant, in which case it will be Tenant's responsibility and at Tenant's sole cost), and the Common Areas. If any such maintenance and repair to any part of the Real Property which Landlord is obligated to maintain is required because of the acts or omissions of Tenant or Tenant's Authorized Representatives, Landlord shall perform such maintenance and repair at Tenant's sole cost. Tenant waives the benefit of any statute, ordinance or judicial decision now or hereafter existing which permits Tenant to make repairs at Landlord's expense. Landlord shall not be liable to Tenant, and Rent shall not be abated and Tenant shall not recover money damages from Landlord for any failure by Landlord to maintain and repair areas that are being used in connection with construction of improvements, or for any failure to make any repairs or perform any maintenance. Landlord shall also not be liable under any circumstances for loss of profits or for injury to or interference with Tenant's business arising from or in connection with the making of or the failure of Landlord to make any repairs, maintenance, alterations or improvements to any portion of the Building or the Common Areas or in or to fixtures, appurtenances and equipment therein, but Tenant may exercise a specific performance remedy against Landlord as a result thereof.

(b) Tenant's Obligations. Subject to Section 7.7(a) (Landlord's Obligations) and Articles 10 (Casualty) and 11 (Condemnation), Tenant at its cost shall maintain, in good operating condition and repair, all interior portions of the Premises, including, but not limited to, all fixtures, interior walls, ceilings, the exposed surfaces of floors within the Premises, floor coverings within the Premises, interior and exterior windows located in the walls of the Premises, interior and exterior doors of the

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Premises, Tenant's Personal Property, Alterations, Tenant's Work, Tenant Improvement Allowance Work, and Tenant's Trade Fixtures and signs. If Tenant fails to perform its obligations under this Section, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof as Rent under this Lease upon being billed for same.

8. ALTERATIONS.

8.1 Landlord's Consent. Tenant shall only make Alterations to the Premises with Landlord's prior written consent, which, subject to the conditions specified in this Article, shall not be unreasonably withheld, conditioned or delayed, except for Signage as provided for in this Article.

8.2 Manner of Construction. Landlord may impose, as a condition of its consent to any Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including (but not limited to): (a) the requirement that Tenant only use for such purposes contractors selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld); and (b) Tenant shall only use subcontractors of Landlord's selection to perform all work that may affect the Building systems and equipment, structural aspects of the Building, or exterior appearance of the Building. Tenant shall construct all Alterations in compliance with all Laws and pursuant to a valid building permit, issued by the city in which the property is located and in accordance with Landlord's construction rules and regulations. Any Alterations shall be performed in conformance with plans, specifications and working drawings ("Plans") first approved by Landlord in writing. Landlord's approval of the Plans shall create no responsibility or liability on Landlord's part for their completeness, design sufficiency, or compliance with Laws. Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord, and such other insurance as Landlord may reasonably require. In addition, Landlord may, in its discretion, require Tenant to obtain a completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord to be protected under the instrument. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the applicable Office of the Recorder in accordance with applicable law or any successor statute and Tenant shall deliver to the Building management office a reproducible copy of the "as built" drawings of the Alterations.

8.3 Payment for Alterations. Tenant shall pay for the cost of all Alterations, even if such Alterations involve or affect the Common Areas. If Tenant orders any Alteration directly from Landlord (or from Landlord's contractor), the charges for such work shall be deemed Additional Rent under this Lease, payable upon billing therefor. Once the Alterations are completed, Tenant shall deliver to Landlord, if Tenant has paid contractors directly, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. If an Alteration Allowance is offered to Tenant in the Basic Lease Information, either for the initial Term or any Extended Term, Landlord shall reimburse Tenant pursuant or pay directly the contractors who perform Tenant's Work, if so provided in the Work Letter. If Tenant does not order any work directly from Landlord, Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket costs and expenses actually incurred in connection with Landlord's review of and/or involvement with such work.

8.4 Landlord's Property. Upon the expiration or earlier termination of this Lease, all Alterations shall become Landlord's property and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale and Landlord is free to dispose of the Alterations in any manner it deems fit in its sole discretion with no further obligation to Tenant or any third party. The Alterations shall be surrendered with the Premises at the end of the Term, except that Tenant may remove any Alterations which Tenant can substantiate to Landlord have not been paid for with any funds from Landlord, provided Tenant repairs any damage to the Premises and Building caused by such removal. Furthermore, Landlord can elect at the end of the Term, by written notice, to require Tenant to remove any Alterations. If Landlord so elects, Tenant at its sole cost shall remove such Alterations and restore the Premises to the condition designated by Landlord, before the last day of the Term. At Tenant's request, Landlord shall advise Tenant in writing when Tenant requests Landlord's consent to an Alteration whether Landlord will require Tenant to remove such Alteration at the end of the Term. If Tenant fails to promptly complete such removal and/or to repair any damage caused by the removal of any Alterations, Landlord may do so and may charge the cost thereof to Tenant. Tenant hereby indemnifies, defends and holds Landlord harmless from any Claims, as defined in this Section, relating to the installation, placement, removal or financing of any Alterations. "Claims" means losses, judgments, liabilities, demands, claims, causes of action, costs and expenses (including the reasonable fees and costs of attorneys and other consultants).

8.5 Covenant Against Liens. Tenant shall give Landlord written notice at least ten (10) business days before commencing any Alterations so that Landlord can post and record a notice of non-responsibility. Tenant shall keep the Real Property free of all liens resulting from work done or materials furnished by or for Tenant. Tenant may contest such lien if Tenant provides to Landlord and properly records a lien release bond for one and one-half times the lien amount. If such lien is not released and removed within ten (10) business days after the date Landlord delivers notice of such lien to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, that Landlord incurs in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

8.6 Signage.

(a) Landlord's Signage Consent. Tenant shall not place or permit to be placed in or upon the Premises where visible from outside the Premises or any part of the Building, any signs, notices, drapes, shutters, blinds or window coatings, or displays of any type without Landlord's prior written consent, which consent may be denied in Landlord's sole discretion, unless otherwise provided for in this Lease, subject to Landlord's final written approval of the design and location of the sign, in its sole discretion, and approval of all applicable governmental agencies, if any. Tenant shall be responsible for all costs and fees associated with the sign, including but limited to, permits, installation, maintenance and the cost of the sign.

(b) Tenant's Obligations. Tenant shall comply with the following terms and conditions with respect to all signage: (a) Tenant shall obtain, at its cost, all necessary governmental approvals. Landlord makes no representation with respect to Tenant's ability to obtain such approvals; (b) the signage shall be in accordance with detailed signage specifications which Tenant shall submit to Landlord for its prior approval; (c) Tenant shall be responsible, at its cost, for installing and maintaining the signage strictly in accordance with all Laws; (d) Tenant shall be responsible, at its sole cost, for installing, maintaining and repairing the signage and removing it at the termination or expiration of the Lease and repairing any damage resulting from such removal; and (e) if any signage affects the structural integrity of the Building, the signage shall be relocated, or if needed, removed, at Tenant's sole cost and expense. To the fullest extent permitted by applicable law, Tenant acknowledges and agrees that it is directly responsible for any actual loss, damage, or expense incurred by Landlord that results from Tenant's installation, maintenance, use, or removal of the signage, except to the extent such loss, damage, or expense is caused solely by the gross negligence or willful misconduct of Landlord or its Authorized Representatives. The parties acknowledge that Tenant is a governmental entity and may not enter into agreements that constitute indemnification; accordingly, the obligations set forth in this Section reflect

Tenant’s direct contractual responsibilities and shall not be interpreted as requiring Tenant to indemnify, defend, or hold Landlord harmless.

(c) Landlord’s Rights. Landlord reserves the right in Landlord’s sole discretion to place and locate on the roof and exterior of the Building, in any area of the Building not leased to Tenant, such signs, notices, displays and similar items as Landlord deems appropriate in the proper operation of the Building so long as such signs, notices, displays and similar items do not block views of the sign that Tenant is allowed to display on the Building pursuant to Section 8.6(a) (Landlord’s Signage Consent).

(d) Directory. Landlord shall provide, at no cost to Tenant, the name of Tenant on the Building directory in the lobby of the Building. Tenant to confirm proper spelling of Tenant’s name. If, after Tenant’s name is initially listed on the directory, Tenant requests a change in Tenant’s name printed in the directory, Tenant shall reimburse Landlord for Landlord’s cost of re-printing Tenant’s name in the directory.

9. RISK.

9.1 Tenant’s Insurance - SUBJECT TO 1.1(r) “TENANTS LIABILITY INSURANCE”

(a) Liability. Tenant, at its cost, shall maintain Commercial General Liability insurance on an occurrence basis, in the minimum amount specified in the Basic Lease Information, insuring against all liability of Tenant and its Authorized Representatives arising out of and in connection with Tenant’s use or occupancy of the Premises or the Real Property and the business conducted by Tenant or any other persons within the Premises.

(b) Business Interruption. Tenant, at its cost, shall maintain loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent Tenants in the business of Tenant or attributable to prevention of access to the Premises as a result of such perils, but in no event shall such coverage be less than twelve (12) months of Tenant's then current gross income

(c) Personal Property. Tenant, at its cost, shall maintain on all of Tenant’s Personal Property, Tenant’s Work, Tenant’s Improvement Allowance Work, Tenant’s Trade Fixtures, and Alterations, in, on, or about the Premises, an “all risk” policy, including vandalism and malicious mischief endorsements, for one hundred percent (100%) of their replacement cost.

(d) Vehicle. Tenant, at its cost, shall maintain on all vehicles used in connection with its use of the Premises, a comprehensive and collision policy and shall be responsible for any damage caused by those vehicles to the Premises, Building, or Real Property.

(e) Workers’ Compensation. Tenant, at its cost, shall maintain Workers’ Compensation insurance in accordance with state law.

(f) Tenant Failure to Maintain Coverages. If Tenant fails to provide any of policies or coverage as required in this Section, Landlord shall have the right to procure such policies or coverage without notice to Tenant. Upon procuring such policy or coverage, Landlord shall provide written notice to Tenant of obtaining such coverage and the cost thereof. Tenant shall immediately pay to Landlord the cost of such policy or coverage. Tenant’s failure to do so within five (5) days after receipt of such demand shall constitute an incurable Event of Default.

9.2 Landlord's Insurance. Landlord shall maintain an "all risk" policy, with vandalism and malicious mischief endorsements, for levels decided by Landlord or Landlord's Lender. Landlord shall maintain a policy of public liability and property damage insurance insuring against death or injury to persons or damage to property occurring in the Common Areas. Landlord may procure and maintain such other forms of insurance coverage as Landlord deems necessary or appropriate for the protection of the Building or Landlord's interest in the Building (including, but not limited to, insurance for loss of rental income or damage due to earthquake), or as may be required by any Landlord's Lender (as defined in Section 15.1).

9.3 General Insurance Requirements. All insurance required to be maintained by Tenant under this Lease, subject to Section 1.1(r), shall: (a) be issued by insurance companies authorized to do business in the state the Property is located, with a financial rating of at least A-XII as rated in the most recent edition of Best's Insurance Reports; (b) be issued as a primary policy, and any insurance held by Landlord shall be excess insurance; (c) contain an endorsement requiring thirty (30) days' prior written notice from the insurance company to both parties and Landlord's Lender, if any, before cancellation or change in the coverage or amount of any policy; (d) require Tenant to deposit with Landlord before the commencement of the Term, a certificate of all insurance policies required under this Lease and Tenant shall also deliver certificates of renewal at least thirty (30) days before the term of each policy expires; (e) name Landlord and Landlord's Lender as additional insureds; (f) provide for severability of interests and that an act or omission of one of the parties insured under the policy shall not reduce or avoid coverage to the other parties insured under the policy; (g) contain an endorsement deleting any employee exclusion on personal injury covered, endorsement including employees as additional insureds, endorsement deleting any liquor liability exclusion and endorsement providing for coverage of employer's automobile liability; and (h) be subject to increase, not more frequently than every two (2) years, if in Landlord's broker's reasonable opinion, the amount of insurance coverage maintained by Tenant at that time is not adequate. In such case, Tenant shall increase the insurance coverage as required by Landlord's insurance broker.

9.4 Waiver of Subrogation. Notwithstanding anything to the contrary in the Lease, the parties release each other from any Claims for loss or damage that are caused by risks covered under any insurance policies required by this Lease and/or maintained in effect by the parties at the time of such damage. Each party shall cause its insurer(s) to waive all right of recovery by way of subrogation against either party for any loss or damage covered by such party's insurance policy. Each party shall provide written notice to the other party if such waiver is not obtained unless such a waiver is not customarily available.

9.5 Exculpation of Landlord. Neither Landlord nor Landlord's Authorized Representatives shall be liable to Tenant for any damage to Tenant or Tenant's property, including, but not limited to, lost profits and consequential damages from any cause, except to the extent it is determined that the gross negligence or willful misconduct of Landlord or its Authorized Representatives acting within the scope of their authority caused such damage (provided, however, that Landlord shall not be liable for lost profits or consequential damages under any circumstances).

9.6 Liability; No Waiver of Immunity. Each party shall be responsible for its own acts and omissions and those of its officers, employees, agents, contractors, and invitees to the extent permitted by Tennessee law. Nothing in this Lease shall be construed to require Tenant to indemnify or hold Landlord harmless, or to assume liability for the acts or omissions of Landlord or any third party, beyond the limits permitted by the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq. Nothing herein shall be construed as a waiver of any governmental immunity to which Tenant is entitled under Tennessee law.

9.7 Risk Allocation and Responsibility for Conditions. Tenant shall be solely responsible for all risks, liabilities, and consequences arising from (a) the use or occupancy of the Premises by Tenant and its officers, employees, agents, contractors, and invitees; (b) any activities, programs, services, or events conducted by or on behalf of Tenant; and (c) any conditions created or permitted by Tenant within the Premises. Tenant shall take all reasonable steps to prevent injury, damage, or loss arising from such use or activities. Tenant shall be responsible for all physical damage to the Premises, fixtures, equipment, or improvements caused by the negligent or wrongful acts or omissions of Tenant, its employees, agents, contractors, participants, or invitees. Tenant shall promptly repair such damage or reimburse Landlord for the reasonable cost of repair.

9.8 Third-Party Vendors, Contractors, and Participants. Tenant shall be solely responsible for the acts and omissions of all vendors, contractors, service providers, instructors, participants, and invitees engaged or permitted by Tenant to enter or use the Premises ("Tenant-Related Parties"). Tenant shall ensure that all Tenant-Related Parties comply with all safety rules, laws, and requirements applicable to the Premises. Tenant shall be responsible for all injuries, claims, losses, or damages arising from conditions created or permitted by Tenant or any Tenant-Related Party, to the extent permitted by Tennessee law. Tenant shall promptly correct or cause to be corrected any hazardous or unsafe condition created by Tenant or any Tenant-Related Party.

9.9 Vendor Insurance and Contract Requirements. Tenant shall require all Tenant-Related Parties performing work or services on the Premises to maintain liability insurance in commercially reasonable amounts and to provide proof of such coverage to Tenant upon request. Tenant shall ensure that all contracts between Tenant and any Tenant-Related Party contain a provision stating that Landlord shall have no liability for injuries, damages, or claims arising out of such party's presence on or use of the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct.

9.10 Risk of Tenant's Personal Property. All personal property, equipment, supplies, and materials brought onto the Premises by Tenant or any Tenant-Related Party shall be at their sole risk. Landlord shall have no responsibility for loss, theft, or damage to such property, except to the extent caused by Landlord's gross negligence or willful misconduct.

9.11 No Limitation on Landlord's Remedies. Except as limited by the Tennessee Governmental Tort Liability Act, with respect to Tenant, nothing in this Lease limits Landlord's rights or remedies at law or in equity for breach of this Lease, including actions for damages, eviction, or injunctive relief.

10. CASUALTY.

10.1 Repair of Damage. If during the Term the Premises are totally or partially damaged **("**Damage"), subject to Section 10.2 (Termination Rights), Landlord shall restore the Premises(but excluding any of Tenant's Personal Property, equipment or fixtures) to substantially the same condition as they were in immediately before such Damage, except for modifications required by zoning and building codes and other Laws or reasonably required by the Lender. If Landlord restores the Premises, including the Tenant Improvements, Tenant shall be required to restore, if any, Tenant's Alterations, Tenant's Work, Tenant Improvement Allowance Work, Tenant's Trade Fixtures, and Tenant's Personal Property. Notwithstanding the foregoing, Landlord may require Tenant to assign to Landlord all insurance proceeds payable to Tenant under Tenant's insurance required under this Lease with respect to the Alterations (including Tenant's payment of any deductible amounts thereunder), and, in that event, Landlord shall repair any Damage to the Alterations. If Landlord does not require Tenant to assign its insurance proceeds to Landlord, such items shall be the sole responsibility of Tenant to restore and Landlord shall have no responsibility for such restoration.

10.2 Termination Rights.

(a) Landlord. Landlord may terminate this Lease by written notice to Tenant if: (a) restoration by Landlord will take longer than one hundred eighty (180) days (in the opinion of a licensed architect, contractor or engineer appointed by Landlord); or (b) the Damage results from a risk not covered by insurance required to be carried by Landlord in Section 9.2 (Landlord's Insurance).

(b) Either Party. Either party may terminate this Lease by written notice to the other party if: (x) existing Laws do not permit the restoration, (y) the Damage to the Building exceeds seventy-five percent (75%) of the then replacement value of that Building, or (z) the Premises are materially damaged during the last twelve (12) months of the Term.

(c) Notice. Such notice must be given within fifteen (15) days after determining that the restoration cost will exceed such insurance proceeds or that restoration will take longer than the above-specified period (as the case may be) or, in the case of (b) or (z) above, within thirty (30) days of the casualty, in which case this Lease shall terminate on the date as specified in the notice given by the terminating party.

10.3 Tenant's Remedies. Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such Damage, and Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business resulting therefrom. Notwithstanding the foregoing, unless the acts or omissions of Tenant or its Authorized Representatives resulted in the Damage, Monthly Base Rent and Tenant's Share of Increased Taxes and Tenant's Share of Increased Operating Costs payable under this Lease shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired from the date of the Damage to the date repairs are completed. Tenant shall be entitled to any other remedies available at law or equity.

10.4 Lease to Control Rights. This Lease will exclusively govern the parties' obligations with respect to any Damage. Accordingly, Landlord and Tenant waive any Law, including (but not limited to) successor statutes, with respect to any damage or destruction of the Premises.

11. CONDEMNATION.

11.1 Partial Condemnation. If any portion of the Premises is taken for public or quasi-public use by right of eminent domain (with or without litigation), or transferred by agreement in connection with public or quasi-public use ("Condemnation"), this Lease shall remain in effect, except that either party can elect to terminate this Lease if twenty-five percent (25%) or more of the total rentable square footage in the Premises is taken. To terminate this Lease, effective as of the date the condemning party has the right to possession ("Date of Taking"), Landlord or Tenant must give written notice to the other party within thirty (30) days after the nature and the extent of the Condemnation have been finally determined. All Rent shall be apportioned as of the date of such termination, or the Date of Taking, whichever occurs first. The term "Condemnation," as used herein shall also include the taking for public or quasi-public use (or transfer by agreement in connection with public or quasi-public use) of all or any portion of the parking area containing the parking spaces allotted to Tenant in the Parking Allotment Notwithstanding anything to the contrary in this Lease, Tenant shall have the right to file a separate claim against the condemning authority for, and to receive from the condemning authority, compensation for: (a) the taking of, or damage to, Tenant's Personal Property, Tenant's Trade Fixtures, and inventory; (b) relocation expenses; and (c) the unamortized cost of the Tenant Improvements paid for by Tenant. Landlord shall not be entitled to any portion of such separate award, provided that the Tenant's claim shall not reduce or otherwise adversely affect the amount of the award payable to Landlord. If Tenant's claim would reduce the award to Landlord, Tenant shall have no right to pursue such claim.

11.2 Taking of Other Areas. If an area of the Building (other than the Premises or Parking) is taken by Condemnation, this Lease shall remain in full force and effect, except that if Landlord determines in its reasonable judgment that it is not economically feasible to continue operating the remaining Building, then within thirty (30) days after the nature and extent of the Condemnation have been finally determined, Landlord may terminate this Lease, effective as of the Date of Taking.

11.3 Temporary Taking. Notwithstanding anything to the contrary, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred eighty (180) days or less, then this Lease shall not terminate but the Rent shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking. Notwithstanding anything to the contrary in this Lease, Tenant shall have the right to file a separate claim against the condemning authority for, and to receive from the condemning authority, compensation for: (a) the taking of, or damage to, Tenant's Personal Property, Tenant's Trade Fixtures, and inventory; (b) relocation expenses; and (c) the unamortized cost of the Tenant Improvements paid for by Tenant. Landlord shall not be entitled to any portion of such separate award, provided that the Tenant's claim shall not reduce or otherwise adversely affect the amount of the award payable to Landlord. If Tenant's claim would reduce the award to Landlord, Tenant shall have no right to pursue such claim.

11.4 Total Taking. A total taking of the Building shall automatically terminate this Lease. Notwithstanding anything to the contrary in this Lease, Tenant shall have the right to file a separate claim against the condemning authority for, and to receive from the condemning authority, compensation for: (a) the taking of, or damage to, Tenant's Personal Property, Tenant's Trade Fixtures, and inventory; (b) relocation expenses; and (c) the unamortized cost of the Tenant Improvements paid for by Tenant. Landlord shall not be entitled to any portion of such separate award, provided that the Tenant's claim shall not reduce or otherwise adversely affect the amount of the award payable to Landlord. If Tenant's claim would reduce the award to Landlord, Tenant shall have no right to pursue such claim.

11.5 Restoration of Premises. If there is a partial Condemnation of the Premises and this Lease remains in effect, Landlord shall restore the Premises to an architectural whole, except that Tenant shall be solely responsible for Tenant's Work, Tenant's Personal Property, Tenant's Trade Fixtures and Alterations made to the Premises by Tenant.

11.6 Award-Distribution. Landlord shall receive the entire award for any Condemnation, except that Tenant may receive any sum specifically awarded on account of Tenant's separate claim against the condemning authority.

12. ASSIGNMENT.

12.1 Landlord's Consent Required. Except with respect to Permitted Transferees (as defined in Section 12.10 below), Tenant shall not assign, mortgage, pledge, hypothecate, encumber or otherwise transfer this Lease or any interest in this Lease, and shall not sublet the Premises ("Transfer"), or suffer or permit the Premises to be occupied by any person other than Tenant's Authorized Representatives, without Landlord's prior written consent in Landlord's sole discretion. Any Transfer by Tenant to an unauthorized transferee shall be void and constitute an incurable Event of Default.

12.2 Tenant's Application. Tenant shall submit in writing to Landlord, at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date") the following information ("Tenant's Application"): (a) the Proposed Effective Date; (b) the name, use and business of the proposed transferee of the Transfer ("Transferee"); (c) the terms of the proposed Transfer; (d) such certified financial information or other information as Landlord may reasonably request; and (e) evidence satisfactory to Landlord that the proposed Transferee will immediately occupy and thereafter use the affected portion of the Premises for the remaining Term. If Landlord approves the proposed Transfer, it shall notify Tenant in writing thereof. No purported Transfer shall be deemed effective and no proposed Transferee shall take occupancy until Landlord has received a copy of the executed Transfer document(s) and executed Landlord's consent thereto. If Landlord disapproves the proposed Transfer, it shall notify Tenant in writing thereof, specifying the reason(s) therefor. However, if Tenant disputes the reasonableness of Landlord's disapproval of the proposed Transfer, Landlord shall not be limited to the reason(s) specified in its notice.

12.3 Landlord's Recapture Right. Except with respect to Transfers to Permitted Transferees (as defined in Section 12.10), Landlord shall have the right, to be exercised in writing within fifteen (15) days after receiving the completed Tenant's Application, to terminate this Lease in the case of an assignment of the Lease or to recapture the portion of the Premises subject to the proposed Transfer. Such termination or recapture shall be effective as of the date specified in Landlord's notice exercising such option, which effective date of termination or recapture shall not be less than sixty (60) nor more than ninety (90) days following the receipt of such notice. If Landlord exercises such cancellation or recapture right, Tenant shall surrender possession of the Premises on the date specified in such notice and in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Term.

12.4 No Release of Tenant. Landlord's consent to any Transfer shall not relieve Tenant of its obligations under this Lease. Landlord's consent to any Transfer shall not relieve Tenant from the obligation to obtain Landlord's prior written consent to any other Transfer. Landlord's acceptance of payment from any other person shall not be deemed a waiver by Landlord of any provision of this Lease, or a consent to any Transfer, or a release of Tenant from any obligation under this Lease. If this Lease is Transferred, or if the Premises are occupied by any person other than Tenant, Landlord may, after any Event of Default by Tenant, collect the Rent from any such Transferee or occupant and apply the net amount collected to the Rent payable under this Lease, and no such action by Landlord shall be deemed a consent to such Transfer or occupancy.

12.5 Assumption of Obligations. Each Transferee shall assume Tenant's obligations under this Lease and shall be liable, jointly and severally, with Tenant under this Lease. Each Transferee shall observe and perform the provisions of this Lease so far as applicable under the Transfer document. All Transfer agreements shall be expressly subject and subordinate to this Lease and shall not change this Lease in any way. No Transfer shall be binding on Landlord unless the Transferee or Tenant delivers to Landlord a counterpart of the Transfer document in a form approved by Landlord, duly executed by all parties. Landlord shall have no obligation to perform any duty to or respond to any request from any subtenant, it being the obligation of Tenant to administer the terms of its subleases.

12.6 Deemed Transfers. If Tenant is a privately held corporation, or an unincorporated association or partnership, the Transfer of any stock or interest in such corporation, association or partnership in the aggregate from the date of execution of this Lease in excess of twenty-five percent (25%) shall be deemed a Transfer.

12.7 Assignment of Sublease Rents. Tenant immediately and irrevocably assigns to Landlord all rent from any subletting of the Premises, and Landlord, as assignee and as attorney-in-fact for Tenant for purposes hereof, or a receiver for Tenant appointed on Landlord's application, may collect such rents and apply same toward Tenant's obligations under this Lease; provided, however, that until written notice from Landlord to Tenant that Landlord will collect such rents directly, Tenant shall have the right to collect such rents.

12.8 Excess Rent. Landlord shall receive Fifty Percent (50%) of all Excess Rent payable in connection with any Transfer. "Excess Rent" means the excess of Rent payable under this Lease after deducting reasonable leasing commissions, amortized cost of any improvement and any other reasonable out-of-pocket costs paid by Tenant as a result of the Transfer. If Tenant has the license to collect the rents from the Transferee under Section 12.7 (Assignment of Sublease Rents) above, within fifteen (15) days after written request by Landlord, Tenant shall provide and certify to Landlord all financial information required for the calculation of Excess Rent.

12.9 Fee for Review. Tenant shall pay, within thirty (30) days of request, Landlord's actual, out-of-pocket legal fees and third-party costs reasonably incurred in processing, approving and documenting any Transfer, which fees and costs shall not exceed One Thousand Dollars ($1,000) per request.

12.10 Permitted Transfers. Notwithstanding anything to the contrary, Landlord agrees to consent to a Transfer of the Lease to the following parties ("Permitted Transferees"): (a) a corporation controlling, controlled by or under common control with Tenant, (b) a parent, subsidiary, successor or affiliated corporation of Tenant by merger, consolidation, non-bankruptcy reorganization or government action, or (c) a purchaser of substantially all of Tenant's assets or substantially all of any corporation with which Tenant's assets may merge or consolidate, provided that in each of the foregoing transfers: (i) the use of the Premises remains the same as set forth in this Lease; (ii) the tangible net worth of the Permitted Transferee shall be greater or equal to that of the Tenant immediately before each transfer; (iii) the Tenant and all Permitted Transferees shall remain responsible under this Lease for the full performance of the terms of this Lease; and (iv) Tenant shall not be released from any liability under this Lease.

13. TENANT DEFAULT.

13.1 Curable Defaults. An "Event of Default" shall be deemed to have occurred if Tenant: (a) fails to pay Rent when due and such failure shall continue for a period of three (3) business days after written notice thereof from Landlord to Tenant; or (b) fails to perform any other obligation of this Lease (other than events described in Section 13.2 (Incurable Defaults)) and such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (except that if the failure to perform cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure within five (5) days after Landlord's notice and diligently pursues the cure to completion). The notice periods under this Section, can at Landlord's discretion, run simultaneously with and not in addition to any notice required under state law.

13.2 Incurable Defaults. The following constitute an incurable Event of Default by Tenant: (a) any default identified as an incurable Event of Default in this Lease or which is not capable of being cured, (b) 9 (Insurance), 12 (Assignment), 15.1 (Subordination), or 15.2 (Estoppel),; (c) Tenant makes an assignment or takes other action for the benefit of creditors; (d) Tenant files or consents to any filing against Tenant under any insolvency, bankruptcy, reorganization or other debtor relief law; (e) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets or Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, or (f) substantially all of Tenant's assets or

Tenant's interest is attached, executed upon or judicially seized, where such seizure is not discharged within thirty (30) days.

13.3 Landlord's Remedies. Except as otherwise provided for, upon the occurrence of any of the Event of Default described or referred to in this Article that remains uncured as provided for in Section 13.1 or any Incurable Default, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever, concurrently or consecutively and not alternatively:

(a) Termination. Landlord may, at its election, terminate this Lease. or terminate Tenant's right to possession only, without terminating this Lease.

(b) Surrender. Upon any termination of this Lease, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises in compliance with Section 3.5 (Surrender) immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without: (i) being deemed in any manner guilty of trespass, eviction or forcible entry or detainer; (ii) without incurring any liability for any damage resulting therefrom; (iii) with Tenant waiving any right to claim damages for such re-entry and expulsion; and (iv) without relinquishing Landlord's right to Rent or any other right given to Landlord under this Lease or by operation of law.

(c) Reimbursement. If Landlord has furnished Tenant with a sum of money or with an item or items of value as and for an incentive or allowance for Tenant to enter into this Lease, Tenant agrees to pay to Landlord as additional items of damages an amount equal to the product obtained by multiplying the number of months remaining under the initial Term of this Lease times the quotient obtained after dividing the aggregate amount of all such incentives and allowances if monetary (together with the aggregate cost thereof to Landlord if non-monetary) by the number of months under the initial Term of this Lease.

(d) Damages. To the extent allowed by law, upon any early termination of this Lease under this Section, Landlord shall be entitled to recover as damages, all Rent and other sums due and payable by Tenant under this Lease on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (a) the then present value of the Rent payable under this Lease for the remainder of the stated Term of this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such remaining term; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in this Article relating to recovery of the Premises, preparation for reletting and reletting itself; and (c) the cost of performing any other covenants which would have otherwise been performed by Tenant.

(e) Options. Upon any termination of Tenant's right to possession only without termination of this Lease:

(i) Continuing Lease. Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in this Article shall terminate this Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the Rent under this Lease for the full Term.

(ii) Landlord Actions. Landlord may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, but not limited to, any commission incurred by Landlord. If Landlord decides to relet the Premises or a duty to relet is imposed upon Landlord by law, Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Building generally and that in any case Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current Term or which Landlord would not be required to permit under the Assignment provisions of this Lease.

(iii) Continuing Payment. Until such time as Landlord shall elect to terminate this Lease and shall thereupon be entitled to recover the amounts specified in such case by this Article, Tenant shall pay to Landlord upon demand the full amount of all Rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

(f) Cure. Upon any Event of Default under this Lease, Landlord shall have the right, but not the obligation, to cure Tenant’s Event of Default and charge Tenant any costs incurred to do so (“Cure Costs”) plus a premium equal to 25% of the Cure Cost for Landlord’s administration of such cure (“Cure Premium”), which Cure Costs and Cure Premium shall be paid as Additional Rent within thirty (30) after Landlord’s written billing of Tenant for such costs.

(g) Waiver.

(i) No Waiver. No waiver, delay, or omission by Landlord of any Event of Default, term, covenant or condition or right or remedy hereof, shall be deemed a waiver of any other term, covenant or condition or right or remedy hereof, or of any subsequent Event of Default by Tenant of the same or of any other term, covenant or condition or right or remedy hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. No act or conduct of Landlord, including, but not limited to, the acceptance of the keys to the Premises, shall constitute an acceptance of Tenant's surrender of the Premises before the Term expires. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

(ii) Payments. The acceptance of Rent by Landlord shall not be a waiver of any Event of Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of monies or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

(iii) Future Waiver. The parties agree that the terms of this Lease shall govern with regard to all matters related thereto and hereby waive the provisions of any present or future statute to the extent that such statute is inconsistent with this Lease.

(h) Cumulative Remedies; Mitigation. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. Notwithstanding anything to the contrary herein, Landlord shall use commercially reasonable efforts to mitigate its damage following an Event of Default. Landlord may relet for a shorter or longer period of time than the then current Term and on any reasonable terms, including a reasonable amount of free rent.

14. LANDLORD DEFAULT.

14.1 Cure Periods. Landlord shall have ten (10) days after written notice from Tenant to cure a monetary default, and thirty (30) days after written notice from Tenant to cure a nonmonetary default. However, if the non-monetary default cannot be cured within thirty (30) days, Landlord shall have such additional time as reasonably necessary to complete its performance so long as Landlord diligently seeks to cure such default.

14.2 Notice to Landlord's Lender. Tenant shall deliver a copy of any written notice of Landlord's default at the same time to any Lender, as defined in Section 15.1, provided Landlord has delivered to Tenant prior notice of the identity and address of Lender. Any such Lender shall have the same time periods within which to cure Landlord's defaults as Landlord has to cure such defaults; provided, however, such periods for the Lender shall commence ten (10) days after Landlord's cure period commences and the Lender shall have such additional time as may be needed to obtain control or ownership of the Building and any representative of Landlord's Lender shall have the right to enter upon the Premises for the purpose of curing Landlord's default.

14.3 Limitation on Landlord's Liability. Notwithstanding anything to the contrary in this Lease, if Tenant recovers any judgment against Landlord for a default by Landlord under this Lease, the judgment shall be satisfied only out of the interest of Landlord in the Building; the members and managers or partners, including the general partner, officers, employees and agents of Landlord shall not be personally liable for any such default or for any deficiency.

14.4 Self-Help. If Landlord defaults and fails timely to cure as provided herein, Tenant may, without being obligated and without waiving the Default or any remedy that Tenant may have therefor, cure the default, in which event Landlord shall pay Tenant, upon demand (accompanied by an invoice itemizing in detail the work done and the charges therefor), all costs, expenses and disbursements incurred by Tenant to cure the same but under this self-help provision, Tenant shall have no right to withhold or offset Monthly Base Rent or Additional Rent or Increased Operating Costs or any other monetary payment due to Landlord. The reimbursement must be collected exclusively from a payment directly from Landlord.

15. STATEMENTS.

15.1 SNDA. This Lease is subject and subordinate to any Loan as defined in this Section. Within fifteen (15) days of Landlord's written request, Tenant shall from time to time execute and deliver an agreement in Lender's commercially reasonable form to effectuate such subordination, which agreement shall contain commercially common protections for Tenant's and Lender's benefit, including, but not limited to, a commercially reasonable non-disturbance agreement for Tenant's benefit. In the event Tenant or Landlord's Lender requires Landlord to obtain a non-disturbance agreement for Tenant, Landlord agrees to obtain from Lender a non-disturbance agreement in such Lender's customary form providing that Lender shall not disturb Tenant's possession of the Premises or terminate the Lease, provided Tenant is not in default under this Lease and Tenant recognizes or "attorns" to Lender (or the buyer of the Building at a foreclosure or as a result of a transfer in lieu of foreclosure) as the new Landlord. Notwithstanding anything to the contrary in this Lease, at Lender's option, the Loan may become subject to and subordinate in whole or in part to this Lease (but not with respect to priority of entitlement to any casualty proceeds or condemnation proceeds) upon execution by Lender of a unilateral declaration to that effect and the recordation thereof in the Official Records of the county in which the Real Property is located. "Lender" means the holder of any ground or underlying lease or loan (including all extensions and modifications of, and any additional advances under, such loan) affecting the Building or Landlord's interest therein, now or later entered into by Landlord, and any deed of trust, mortgage or other device securing such lease or loan ("Loan"). Time is of the essence and any failure by Tenant to timely comply with this Section shall constitute an incurable Event of Default.

15.2 Estoppel Certificate. Tenant shall, within fifteen (15)) days of Landlord's written request, execute and deliver to Landlord a statement in writing (i) certifying whether or not this Lease (including any modifications) is in full force and effect, (ii) the amounts of Rent then due and payable by Tenant and the dates to which the Rent is paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults by Landlord under this Lease, or specifying such defaults if any are claimed, and (iv) covering such other matters as may be reasonably requested by Landlord or by any present or prospective Lender. Landlord and Tenant agree that any such statement shall modify the Lease and may be relied upon by any prospective purchaser, ground landlord or encumbrancer of the Premises or of all or any portion of the Real Property of which the Premises are a part. Time is of the essence and any failure by Tenant to timely comply with this Section shall constitute an incurable Event of Default.

15.3 Failure to Deliver Estoppel. Tenant's failure to deliver such Estoppel Certificate within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, (iii) that not more than one month's Monthly Base Rent has been paid in advance, and (iv) as to such other matters as may be specified in the requested statement.

15.4 Financial Data. Within fifteen (15) days after Landlord's written request unless such financial records or statements are considered confidential under the Tennessee Open Records Act or any other federal, state or local law,, and not more than once per annum, Tenant shall furnish Landlord with accurate financial statements and other documentation (such as organizational documents) reasonably required by Landlord, Lender or a prospective buyer of the Building. Landlord shall keep such statements

Landlord__________Tenant___________

confidential except from those with a reasonable business need to know, provided, however, that Landlord shall not be liable for the disclosure of any information that is publicly available or is required by Laws to be disclosed.

16. MISCELLANEOUS.

16.1 Rules. Landlord shall have the right from time to time to promulgate written rules and regulations for the safety, care and cleanliness of the Premises, the Building, and the Parking, or for the preservation of good order that do not materially interfere with the Tenant's conduct of its business or the Tenant's use and enjoyment of the Premises ("Rules and Regulations"). Attached to this Lease as Exhibit D is a set of the current Rules and Regulations. Tenant and its employees, agents, and invitees shall comply with the Rules and Regulations, together with all modifications and additions thereto adopted by Landlord from time to time of which Tenant has been given prior written notice.

16.2 Confidentiality. Subject to the Tennessee Public Records Act ("TPRA"), Tenant agrees not to disclose to any third party any confidential information related to this Lease. For purposes of this Lease, confidential information shall mean any records, data, documents, or other information that is listed as an exception under the TPRA. This provision shall not limit disclosure (i) as required by a court order, but Tenant shall immediately give Landlord written notice of such order so that Landlord may seek a protective order in timely fashion, or (ii) to Tenant's affiliates, attorneys, lenders, partners, agents and consultants, on a need-to-know basis, and only upon the written assurance by such recipient that it will keep such information strictly confidential. These duties of confidentiality shall apply equally to Tenant's Broker, who shall be bound by the provisions of this Section as if such Broker were a party hereto. Notwithstanding anything to the contrary in this Lease, this Section shall survive the termination of this Lease.

16.3 Access Items. Landlord shall furnish Tenant, without additional charge, keys or access cards ("Access Items") to the Premises. Additional or lost keys or access cards shall be furnished at a charge of $25 per item by Landlord on an order signed by Tenant. All such Access Items shall remain Landlord's property. Tenant shall not install any additional locks without Landlord's prior written consent, and Tenant shall not make or permit to be made any duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all Access Items for the Premises.

16.4 Force Majeure. Force Majeure as defined in Section 3.2 shall excuse the performance by that party for a period equal to the prevention, delay or stoppage, except the obligations imposed with regard to Rent to be paid by Tenant pursuant to this Lease; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage. Notwithstanding anything to the contrary contained in this Section (Force Majeure), if any work performed by Tenant or Tenant's contractor results in a strike, lockout and/or labor dispute, the strike, lockout and/or labor dispute shall not excuse the performance by Tenant of this Lease.

16.5 Time. Time is of the essence of each provision of this Lease in which time is an element.

16.6 Construction. The definitions contained in this Lease shall be used to interpret the Lease. All rights and remedies of Landlord and Tenant, except as otherwise expressly provided, are cumulative and non-exclusive of any other remedy at law or in equity. Tenant acknowledges that it has been represented by counsel and the terms of this Lease have been fully negotiated; accordingly, neither Landlord nor

Landlord__________Tenant___________

Tenant shall be deemed the drafter of the Lease in interpreting any ambiguities in the provisions of this Lease.

16.7 Interpretation of Lease. The article, section and other headings of this Lease are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine, feminine or neuter gender shall include all genders. Whenever placed before one or more items, the words "include," "includes" and "including" shall mean considered as part of a larger group, and not limited to the item(s) recited. Words such as "herein," "hereof," "hereby" and "hereunder" and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection of this Lease. The word "or" is not exclusive. The term "person" shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity. Business day means a day other than a Saturday, a Sunday and any holiday observed by the Federal Reserve System. References herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Lease; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

16.8 Authority. Each party represents to the other party that person signing this Lease on the party's behalf is authorized to do so.

16.9 Successors. Subject to Article 12 (Assignment) and except as otherwise specified in this Lease, this Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

16.10 Law. This Lease shall be construed and interpreted in accordance with the Laws of the state in which the property is located.

16.11 Joint and Several. If more than one person is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

16.12 Severability. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. In the event any provision of this Lease shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Agreement shall continue in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most clearly effects the intention of the original provision. In the event a like but legal and enforceable provision cannot be substituted, the illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect.

16.13 Agreement. This Lease contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes any previous negotiations or agreements. This Lease cannot be amended or modified except by a written agreement signed by the parties. This Lease may be executed on one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document and facsimile and/or electronic (PDF) signatures are acceptable to effectuate the terms of this Lease or any amendment thereto.

16.14 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

16.15 Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be made by hand delivery, by sending via Federal Express or another nationally-recognized overnight delivery service, or by sending via certified U. S. Mail with unrestricted delivery, return receipt requested, postage prepaid, and such communications shall be hand delivered or so sent to the party being notified at the address set forth in the Basic Lease Information. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be considered delivered at the earliest of the following to occur: (i) when actually received, (ii) five (5) business days after being so sent by U. S. Mail, (iii) one (1) Business Day after being so sent by Federal Express or another nationally-recognized overnight courier service (and as to the foregoing clauses (ii) and (iii), delivery shall be deemed to have occurred independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was sent or tendered as provided herein), or (iv) when the recipient of a communication, by an email sent to the email address for the sender stated in this Section or by a notice delivered to the sender by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section. If notice is tendered pursuant to the provisions of this Section and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

16.16 Brokers. Landlord and Tenant each represents and warrants that it has had no dealings with any real estate broker or agent in connection with this Lease other than the brokers identified in the Basic Lease Information. Commission to be paid per separate agreement.

16.17 Recording. Tenant shall not record this Lease or a memorandum hereof without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant agrees to execute and acknowledge a short form lease in recordable form at Landlord's request, which may be recorded by Landlord.

16.18 Survival. All of Tenant's indemnities, waivers, assumptions of liability, duties and obligations under this Lease shall survive the termination of this Lease to the extent required for the full observance and performance thereof.

16.19 Execution. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document becomes binding only upon execution and delivery hereof by Tenant and by Landlord. No act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

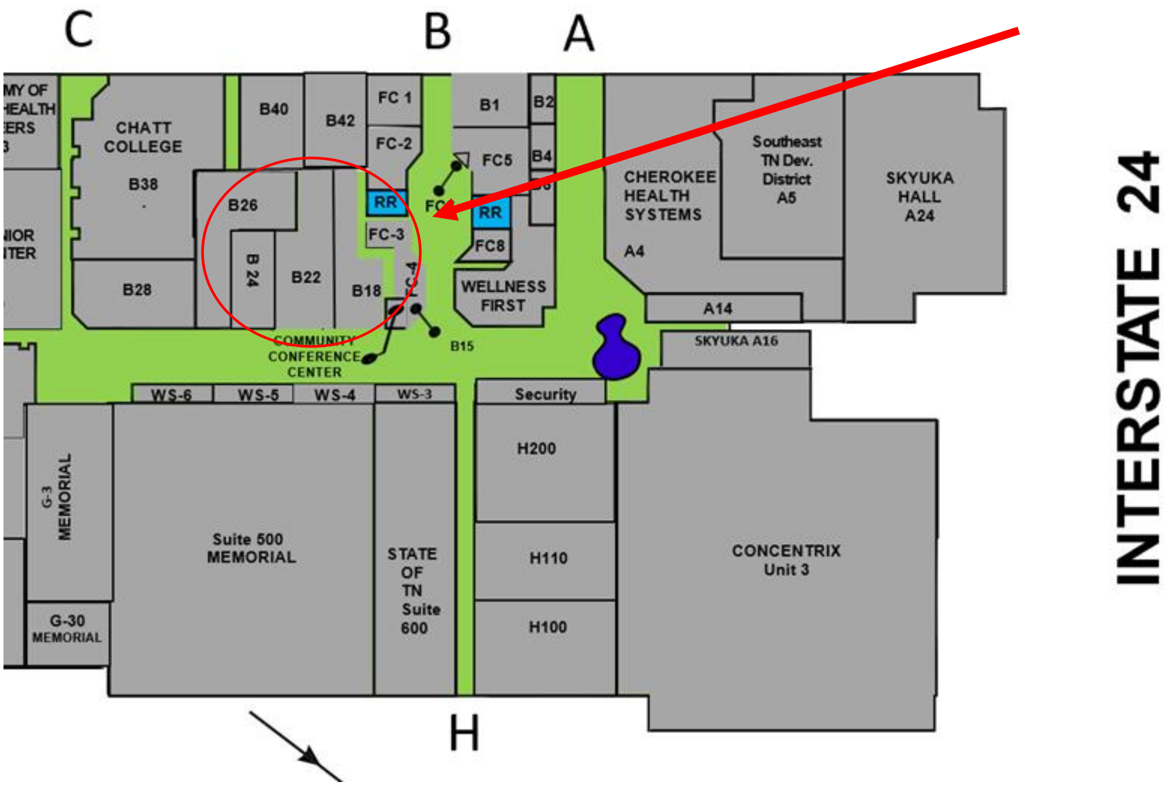
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY UNUSED. SIGNATURE PAGE TO FOLLOW]

Landlord__________Tenant___________

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date of full execution below.

Landlord:	**Tenant:**
EAST NOOGA, LLC, **a Delaware limited liability company** By: York Enterprises, Inc., a California corporation, its Manager	**CITY OF CHATTANOOGA** a State of Tennessee municipality
By: ___________________________ Michael Murabito, its Authorized Agent	By: ___________________________ Richard J. Beeland Administrator of Economic Development
Date:__________________________	Date:__________________________

EXHIBIT A
PREMISES



Landlord__________Tenant___________

EXHIBIT B
WORK LETTER

This Work Letter is incorporated by reference in the Lease, and all the terms and provisions of the Lease are incorporated in this Work Letter by this reference. Defined terms in this Work Letter have the same meaning given to such terms under the Lease, except as otherwise provided in this Work Letter. If there is any conflict between the Lease and this Work Letter, this Work Letter shall control.

1. CONSTRUCTION BY LANDLORD.

1.1 Landlord's Work. The Landlord's Work shall consist of only the construction work that is defined in the Basic Lease Information of this Lease and displayed on the tenant space plan, (a preliminary version of which is attached hereto as Exhibit I To Lease showing the location and lay-out of the Premises, and with specifications thereto, if provided ("Tenant Space Plan") as approved by Landlord and Tenant. Landlord shall construct Landlord's Work , subject to Section 1.2 below and the obligations and limitations contained in Section 2.4 of the Lease. Landlord shall assign to Tenant, to the extent assignable, all warranties and guaranties relating to the Landlord's Work. and, notwithstanding anything to the contrary in the Lease, Tenant hereby waives all claims against Landlord relating to the Landlord's Work, if any

1.2 Above Standard Work. Notwithstanding anything to the contrary in the Lease or this Work Letter, Tenant shall pay for any alterations that Tenant makes to the Premises not defined as Landlord's Work or not shown on the Tenant Space Plan (or exceeding the quality of materials or specifications attached to the Tenant Space Plan or those used by Landlord to improve premises in the Building) or any Tenant's Work performed subsequent to Tenant's occupancy of the Premises (collectively, "Above Standard Work"), if any. Within five (5) business days after receiving Landlord's estimate of the cost of the Above Standard Work, Tenant shall deliver to Landlord written approval of the cost of the Above Standard Work. Notwithstanding anything to the contrary in the Lease or this Work Letter, Landlord shall have no obligation whatsoever to commence or continue the Above Standard Work unless and until Tenant has delivered the required payment.

1.3 Space Plan. Tenant shall submit to Landlord a Space Plan for the Premises which upon Landlord's approval, shall be attached as Exhibit A-1 To this Lease.

1.4 Changes.

(a) Tenant shall make no changes or modifications to the Tenant Space Plan ("Change" or "Changes") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord may not unreasonably withhold its consent to a Change if Tenant agrees that (i) Substantial Completion shall be deemed to have occurred on the date that it would otherwise have occurred absent the Change, and (ii) Tenant shall pay the additional cost of any Change.

(b) Tenant shall submit a written request for a Change to Landlord's Representative (as defined in Section 4.2 of this Work Letter), together with revised plans therefor prepared by Landlord's architect at Tenant's sole expense. Each of Landlord and Tenant shall be responsible for responding to requests for approval of any Changes within three (3) business days of request. Tenant shall pay any increased amount resulting from any Change approved by the parties.

2. TENANT'S WORK

2.1 Tenant's Work. Any work either shown or not shown on the Tenant Space Plan and for which Tenant contracts separately (collectively, "Tenant's Work") shall be furnished and installed by Tenant at Tenant's own expense, in accordance with the provisions of this Section 2, but subject to reimbursement under the Alteration Allowance specified in the Basic Lease Information of the Lease. In accordance with a schedule of access prepared by Tenant's contractor ("Contractor") with the reasonable approval of Landlord's Representative, Tenant and Tenant's Agents (as defined in Section 2.4) responsible for Tenant's Work shall have a nonexclusive license for access and entry to the Premises and reasonable use of the Building facilities to perform Tenant's Work. Tenant agrees to perform Tenant's Work in such manner as to maintain harmonious labor relations and so as not to interfere with or delay the Tenant Improvement Work. If, at any time, Tenant or Tenant's Agents violate this Section 2 of the Work Letter in connection with the performance of Tenant's Work, Landlord shall have the right to withdraw the license granted in this Section 2.1 on twenty-four (24) hour prior written notice to Tenant until the violation has been remedied.

2.2 Plans for Tenant's Work. Tenant's Work shall be (a) performed at Tenant's sole cost and expense (but subject to the availability of the Alteration Allowance) and (b) be subject to Landlord's written approval (including the plans and specifications therefor), which shall not be unreasonably withheld, except Landlord shall not consent to any structural, heating, ventilating, air conditioning, electrical (excluding telecommunications, audio, security, video or data wiring) or plumbing systems work to be included in Tenant's Work. Tenant shall, at its sole cost and expense, cause said plans and specifications for Tenant's Work to be filed with the appropriate governmental agencies, and Tenant shall not commence Tenant's Work until it has secured all building or other permits required therefor. Notwithstanding Landlord's review of Tenant's plans and specifications for Tenant's Work, or failure by Landlord to object to any such work, Landlord shall have no responsibility therefor, including but not limited to compliance with Laws. After the plans and specifications for Tenant's Work have been approved by Landlord, no changes shall be made thereto without the prior written consent of Landlord, which shall not be unreasonably withheld.

2.3 Performance of Tenant's Work. Tenant shall adopt a schedule in conformance with the schedule of the Contractor and conduct its work in the Premises in such manner as to maintain harmonious labor relations and so as not to interfere with or delay the work of the Contractor. A delay in the Substantial Completion of the Tenant Improvement Work as a result of Tenant's Work shall be deemed a Tenant Delay. Tenant shall advise Landlord in writing not less than ten (10) days before the date upon which Tenant's Work will commence, in order to permit Landlord to post appropriate notice of non-responsibility. Tenant shall also cause a Notice of Completion to be recorded promptly following releases of mechanics' and materialmen's liens from Tenant's Agents and shall hold Landlord harmless from any such claim, asserted claims or liens.

2.4 General Conditions. Tenant, its contractors, subcontractors, agents, employees, suppliers, laborers and materialmen ("Tenant's Agents") shall comply with all rules and regulations reasonably promulgated by Landlord from time to time, governing the use of the freight elevator, storage of materials, coordination of work with the contractors of other tenants and other matters concerning the performance of Tenant's Work ("Building Regulations"). Tenant's contractors performing Tenant's Work shall be subject to Landlord's approval, which shall not unreasonably be withheld or delayed.

2.5 Insurance Requirements. All of Tenant's contractors and subcontractors shall carry insurance required of Tenant under Article 9 of the Lease unless Landlord otherwise waives any of such requirements in writing. Certificates for insurance as required by the Lease shall be delivered to Landlord before the commencement of Tenant's Work. All Tenant's materials, work, installations, equipment,

Landlord_________Tenant__________

furniture, decorations of any nature brought on or installed in the Premises shall be at Tenant's risk, and neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage thereto or loss or destruction thereof.

2.6 Governmental Compliance. Tenant's Work shall comply in all respects with the following: (i) all Laws defined in Section 3.1 of the Lease, including, but not limited to, the building code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

2.7 Tenant's Installation of Access Controls. Tenant has approved the purchase and installation of access controls for the Premises from Gallaher Security in Chattanooga, Tennessee ("Gallaher"). Gallaher shall install access control equipment on the Premises including readers, locks, DPS, REX devices and cabling for locations identified on Exhibit I. Tenant, at its sole expense, shall be responsible for any damage caused by Gallaher and for any expense related to the replacement of door handles and rekeying of locks.

3. SUBSTANTIAL COMPLETION

3.1 Substantial Completion. For purposes of this Lease, "Substantial Completion" of the Tenant's Work shall be deemed to occur upon (a) substantial completion of construction of the Tenant Improvement Work in the Premises pursuant to the Tenant Space Plan, as revised by Changes, and substantial completion of construction of the Tenant's Work, except for such items as constitute a minor defect or deficiency which can be completed or corrected after occupancy without causing any material interference with Tenant's Permitted Use of the Premises ("Punch List Items") and except for any Tenant's Work to be installed by Tenant, and (b) any governmental approvals and any permits required for the legal occupancy of the Premises have been issued.

3.2 Tenant Delays. The following shall constitute a "Tenant Delay," entitling Landlord to deem the Rent Commencement Date to be the date the Rent Commencement Date would have occurred if no Tenant Delay(s) had occurred but only to the extent the same actually delays Substantial Completion, and requiring Tenant to pay the costs associated therewith in accordance with this Work Letter: (i) Tenant's failure to timely meet its obligations under this Work Letter, including, but not limited to, failure to meet any time limits set forth in this Work Letter; (ii) a breach by Tenant or Tenant's Agents of the terms of this Work Letter or the Lease; (iii) any Changes requested or initiated by Tenant; (iv) Tenant's requirements for materials, components, finishes or improvements that are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Tenant Improvement Work; and (v) any delays specifically identified in this Work Letter of the Lease as Tenant Delays.

3.3 Punch List Items. Landlord's Representative and Tenant's Representative, together with Tenant's Architect and Contractor, shall review the Tenant Improvement Work for Punch List Items before the Architect's certification of Substantial Completion. Landlord shall cause the Contractor to remedy promptly the Punch List Items.

4. MISCELLANEOUS

Landlord__________Tenant___________

4.1 Tenant's Representative. Tenant has designated ___________________ (EMAIL:__________________________) as its sole representative ("Tenant's Representative") with respect to the matters in this Work Letter, who shall have full authority and responsibility to act on Tenant's behalf as required in this Work Letter. Tenant may change the identity of Tenant's Representative by prior written notice to Landlord.

4.2 Landlord's Representative. Landlord has designated Michael Murabito as its sole representative ("Landlord's Representative") with respect to the matters in this Work Letter, who shall have full authority and responsibility to act on Landlord's behalf as required in this Work Letter. Landlord may change the identity of Landlord's Representative by prior written notice to Tenant. Tenant shall communicate with the Landlord's Representative rather than Contractor with respect to the performance of the Tenant Improvements. Landlord shall not be responsible for any statement, representation or agreement made between Tenant and Contractor. Tenant acknowledges that Contractor is not Landlord's agent and has no authority whatsoever to enter into agreements on Landlord's behalf or otherwise obligate Landlord.

4.3 Ownership of Construction. Subject to Section 8.4 of the Lease (Landlord's Property), and any other work performed by Contractor or Tenant's Contractor, including but not limited to carpeting, cabinetry, partitions and fixtures of every kind and nature (except for movable trade fixtures and other Tenant Property placed on the Premises by Tenant), shall, upon the expiration or earlier termination of the Lease become a part of the realty and belong to Landlord.

4.4 Time. Time shall be of the essence with respect to each deadline and time limit set forth in this Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

4.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an Event of Default under the Lease or this Work Letter has occurred at any time on or before the Substantial Completion of the Tenant Improvement Work, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to withhold payment of amounts payable by Landlord, and (ii) all other obligations of Landlord to perform the Tenant Improvement Work and Landlord's Work under the terms of this Work Letter shall be forgiven until such time as such Event of Default is cured pursuant to the terms of this Lease (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Tenant Improvement Work caused by such inaction by Landlord).

4.6 Mediation of Construction Disputes. Any dispute between Landlord and Tenant arising under this Work Letter or relating solely to the determination of the Lease Commencement Date under the Lease (each, a "Construction Dispute") may, at either party's election, be submitted to non-binding mediation in Chattanooga, Tennessee. Any such mediation shall be conducted by a mediator mutually acceptable to the parties, and the parties shall share the mediator's fees equally. Mediation shall not be a condition precedent to the exercise of any legal or equitable remedy, and the pendency of any mediation shall not delay or toll the Lease Commencement Date, Tenant's obligation to pay Rent, or Landlord's right to enforce any Tenant default. If the parties elect to mediate, the mediation shall be completed within ninty (90) days after written notice requesting mediation.

(End of Work Letter)

EXHIBIT C
LEGAL DESCRIPTION

Located in the City of Chattanooga, Hamilton County, Tennessee:

Being the remaining portion of the properties conveyed to Eastgate Mall, LLC, by deeds recorded in Deed
Book 4889, Page 1 and Book 5057, Page 902, in the Register's Office of Hamilton County, Tennessee.

Said parcels are contiguous and form one tract of land which is more particularly described as follows: Beginning at a point where the southern right-of-way line of Brainerd Road (80 foot wide right-of-way) is intersected by the western line of a private 50-foot wide road right-of-way (known as Eastgate Loop) said
point also being the northeast corner of Parcel 2 of the property conveyed to the State of Tennessee for roadway right-of-way purposes in Book 3940, Page 777, in said Register's Office, said point also being the northwest corner of Tract 1, Eastgate Town Center as shown in said Plat Book 58, Page 104, in said Register's Office; thence North 68 degrees 56 minutes 02 seconds East along the said southern line of Brainerd Road a distance of 50.0 feet to the northeast corner of said Tract 1, Eastgate Town Center; thence South 21 degrees 04 minutes East along the eastern line of said Tract 1 a distance of 404.20 feet to the northernmost corner of the portion of Tract I, Eastgate Town Center which was conveyed to Osborne Building Corporation as Tract l in Book 5298, Page 730, in said Register's Office; thence along the southwest lines of the property conveyed to Osborne Building Corporation, South 41 degrees 22 minutes 30 seconds East 27.78 feet, South 47 degrees 46 minutes 30 seconds East 66.87 feet; thence South 53 degrees 54 minutes East 31.36 feet; thence South 52 degrees 34 minutes 30 seconds East 271.96 feet; thence South 46 degrees 39 minutes East 34.52 feet; thence South 45 degrees 33 minutes East 59.15 feet; thence South 34 degrees 42 minutes East 279.650 feet; thence South 35 degrees 47 minutes East 154.44 feet; thence with a curve to the right, said curve having a central angle of 8 degrees 05 minutes 01 seconds and a radius of 1,421.64 feet, an arc distance of 200.57 feet; thence South 27 degrees 42 minutes East 160.34 feet and South 14 degrees 34 minutes East 256.33 feet to the Southwest or southernmost corner of the said parcel conveyed to Osborne Building Corporation; thence continuing South 14 degrees 34 minutes East along another parcel conveyed to Osborne Building Corporation in Book 5844, Page 276, in said Register's Office, a distance of 305.30 feet to a point in the Northern right-of-way line of Interstate Highway No. 24; thence South 80 degrees 04 minutes West along
said Interstate Highway No. 24 right-of-way , being the southern line of Eastgate Loop, a distance of 1,389.53 feet to the Southeast corner of Parcel "B", Eastgate Town Center as recorded in Plat Book 58, Page 104 in said Register's Office; thence leaving said Interstate Highway right-of-way, North 09 degrees 56 minutes West a distance of 13.19 feet to a point; thence along the southern line of Eastgate Loop and the northern line of Said Parcel "B" and with a curve to the right, said curve having a radius of 190.00 feet, an arc distance of 143.64 feet and said curve having a chord of North 53 degrees 00 minutes West 140.27 feet, to a point; thence North 29 degrees 27 minutes West a distance of 38.40 feet to a point; thence with a curve to the left, said curve rounding the intersection of the western line of Eastgate Loop with the southern line of the private portion of Miller Drive, said curve having a radius of 55.00 feet, an arc distance of 69.77 feet, to a point in the southern line of the private portion of Miller Drive; thence South 77 degrees 52 minutes West a distance of 45.310 feet to a point in the original western boundary line of the Eastgate Mall tract; thence North 12 degrees 20 minutes West along the said western boundary of the Eastgate Mall property also being along the Eastern terminus of the public portion of Miller Drive a distance of 50.0 feet to a point; thence North 77 degrees 52 minutes East along the

northern line of the private portion of Miller Drive a distance of 36.423 feet to a point; thence along a curve to the left, said curve rounding the intersection of the northern line of the private portion of Miller Drive with the western line of Eastgate Loop and said curve having a radius of 25.00 feet, an arc distance of 33.90 feet to a point in the said western line of Eastgate Loop; thence North 00 degrees 10 minutes East along Eastgate Loop a distance of 161.87 feet to a point; thence with a curve to the left in Eastgate Loop, said curve having a radius of 352.80 feet, an arc distance of 190.27 feet to a point; thence North 30 degrees 44 minutes West along Eastgate Loop a distance of 174.13 feet to a point, said point being the northernmost corner of Parcel "A", Eastgate Town Center as shown in Plat Book 58, Page 104, in said Register's Office; thence South 68 degrees 56 minutes West along the northern line of said Parcel "A" a distance of 31.69 feet to the northwest corner thereof in the western line of the Eastgate Mall property mentioned above; thence North 12 degrees 20 minutes West along the western line of said Eastgate Mall
property, also being along the eastern line of a 25-foot unopened right-or-way shown on plan of Bonameade in Plat Book 12, Page 32 in said Register's Office, and continuing along the eastern line of Spring Creek Addition, a distance of 1,096.79 feet to the southwest corner of Parcel 1 of the property conveyed to the State of Tennessee for roadway purposes in Book 3490, Page 777 in said Register's Office; thence North 77 degrees 43 minutes 33 seconds East along the southern line of said State of Tennessee parcel (now being the southern line of Brainerd Road) a distance of 85.83 feet to the northwest or westernmost corner of Lot 2, Eastgate Town Center as shown in Plat Book 63, Page 51 in said Register's Office; thence North 24 degrees 41 minutes 11 seconds East along the northwest line of said Lot 2 a distance of 52.80 feet to the southern line of Brainerd Road; thence North 68 degrees 56 minutes East along the southern line of Brainerd Road, also being the northern line of said Lot 2, a distance of 135.34 feet to the northwest corner of Lot 2-A, Eastgate Town Center, also recorded in Plat Book 63, Page 51, in said Register's Office; thence South 21 degrees 04 minutes East along the western line of Lot 2-A a distance of 135.0 feet to the southwest corner thereof; thence North 68 degrees 56 minutes East along the southern line of said Lot 2-A a distance of 165.0 feet to the southeast corner thereof in the western line of Lot 3, Eastgate Town Center as recorded in Plat Book 61, Page 276 in said Register's Office; thence South 21 degrees 04 minutes East along the western line of Lot 3 a distance of 165.0 feet to the southwest corner thereof; thence North 68 degrees 56 minutes East along the southern
line of Lot 3 a distance of 468.09 feet to the southeast corner thereof in the western line of Eastgate Loop; thence North 21 degrees 04 minutes West along the eastern line of Lot 3 and extending along the western line of Eastgate Loop a total distance of 300.0 feet to the Point of Beginning.
Less and except, from the above described property, are Parcels "C", "D" and "E", Eastgate Town Center as recorded in Plat Book 58, Page 104 in said Register's Office and Lots 4 and 5, Eastgate Town Center as recorded in Plat Book 60, Page 181 in said Register's Office.

TOGETHER WITH the easements in Agreement dated April 9, 1964, between Eastgate Center, Inc. and Independent Enterprises, Inc. recorded in Book 1586, Page 183, in the Register's Office of Hamilton County, Tennessee, to the extent not terminated by Amended and Restated Eastgate Agreement recorded in Book 2845, Page 394 in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH road right-of-way easements in Deed from Humble Oil and Refining Company dated March 1, 1961, recorded in Book 1449, Page 126 in the Register's Office of Hamilton County, Tennessee, and in Easement dated June 5, 1964 from East Ridge Development Company recorded in Book 1584, Page 633, in said Register's Office.

TOGETHER WITH the Declaration Regarding Covenants, Conditions and Restrictions and Easement

Landlord__________Tenant___________

Agreement dated July 28, 1997, executed by Eastgate Mall, LLC recorded in Book 4914, Page 304 in the Register's Office of Hamilton County, Tennessee, as amended by Amendment dated September 25, 1997 recorded in Book 4952, Page 632, and further amended by Second Amendment to Declaration Regarding
Covenants, Conditions and Restrictions and Easement Agreement dated April 21, 1999, and recorded in Book 5344, Page 406, in said Register's Office, as affected by Agreement Regarding Covenants, Conditions and Restrictions and Easement Agreements dated April 28, 2000, and recorded in Book 5607, Page 332, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH rights, easements and benefits set out in Agreement Regarding Covenants, Conditions and Restrictions and Easement Agreements dated April 28, 2000, and recorded in Book 5607, Page 332, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH rights, easements and benefits set out in Roadway (Ring Road) Easement and Agreement dated April 20, 2001, and recorded in Book 5844, Page 218, said Register's Office, as amended by First Amendment to Roadway (Ring Road) Easement and Agreement dated July 30, 2001, and recorded in Book 5999, Page 798, said Register's Office.

TOGETHER WITH rights, easements and benefits set out in Parking Easement dated April 20, 2001, and recorded in Book 5844, Page 248, said Register's Office, as amended by Amendment to Parking Easement dated July 30, 2001, and recorded in Book 5999, Page 791, said Register's office.
Being the same property conveyed to East Nooga, by deed from Crown Eastgate (Delaware), LLC, a Delaware limited liability company, JM Chattanooga, LLC, a Delaware limited liability company, and Select
Eastgate, LLC, a Delaware limited liability company of record in Book 9845, Page 327, Register’s Office for Hamilton County, Tennessee.

Landlord__________Tenant___________

EXHIBIT D
RULES AND REGULATIONS

BUILDING RULES AND REGULATIONS

1. Tenant agrees upon termination of this Lease to return to Landlord all keys and key cards and other access items or codes to any items locks or secure devices abandoned in the Premises.

2. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require use of elevators or stairways, or movement through building entrances or lobby shall be restricted to hours designated by Landlord. All such movement shall be under supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant will include determination by Landlord and subject to its decision and control, as to the time, method, and routing of movement and as to limitations imposed for safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel or Landlord, if damaged or injured as a result of acts in connection with carrying out this service for Tenant, from time of entering property to completion of work, and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Building, except of color, size and style and in such places, as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the Building maintenance personnel, nor shall any part be defaced by Tenant.

4. Landlord will not be responsible for lost or stolen personal property, equipment, money, or jewelry from Tenant’s area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

5. No birds or animals except service animals, shall be brought into or kept in or about the Building.

6. The entries, passages, doors, elevators, elevator doors, hallways or stairways shall not be blocked or obstructed; no rubbish, litter, trash, or material of any nature shall be placed, emptied or thrown into these areas; and such areas shall not be used at any time except for ingress and egress by Tenant, Tenant’s agents, employees, invitees or visitors to or from the Premises.

7. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be repaired and replaced at Tenant’s sole cost and expense, and Landlord shall not in any case be responsible therefor.

8. Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment including safes, large files, etc., that are to be placed in the Building, and only those which in the opinion of Landlord might not with reasonable probability do damage to the floors, structure and/or freight elevator, may be moved into said Building. Any damage occasioned in connection with the moving or installation of such aforementioned articles in said Building or the existence of same in said Building shall be paid for by Tenant, unless otherwise covered by insurance.

9. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant, which, in Landlord’s opinion, tends to impair the reputation of the Building or its desirability

for the executive offices of Landlord or of other tenants, and upon written notice from Landlord, Tenant will refrain from or discontinue such publicity.

PARKING RULES AND REGULATIONS

1. Vehicles may park in any stall except those marked "Visitor", "Reserved", or otherwise identified as tenant specific, or subject to any agreement between Tenant and Landlord.

2. Parking areas shall be used only for parking of vehicles that are no longer than full size, passenger automobiles, herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."

3. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities.

4. Any Parking Permits or identification devices, subject to agreement between Tenant and Landlord, shall be obtained and maintained by the Tenant. Landlord shall not be responsible for any action taken on vehicles due to lack of Tenant parking permit or identification devices. i.e. towing.

5. Landlord reserves the right to have any vehicle towed at owners expense by any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

6. Landlord reserves the right to relocate all or part of parking spaces and/or to reasonably adjacent offsite locations and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his/her own vehicle. Absent Landlord's gross negligence or willful misconduct, Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. The maintenance, washing, waxing or cleaning of vehicles in the parking area is strictly prohibited.

9. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

12. Smoking is prohibited within 25 feet of any entrance and withing designated walkways to and from building to parking area.

13. Vehicles shall only drive through lots as indicated by directional markings. Cutting corners and driving through vacant stalls is prohibited.

14. Vehicles shall not travel faster than 5 miles per hour.

15. Overnight parking, defined herein as between the hours of 11 p.m. and 4 a.m., is prohibited unless otherwise specified in your Lease agreement.

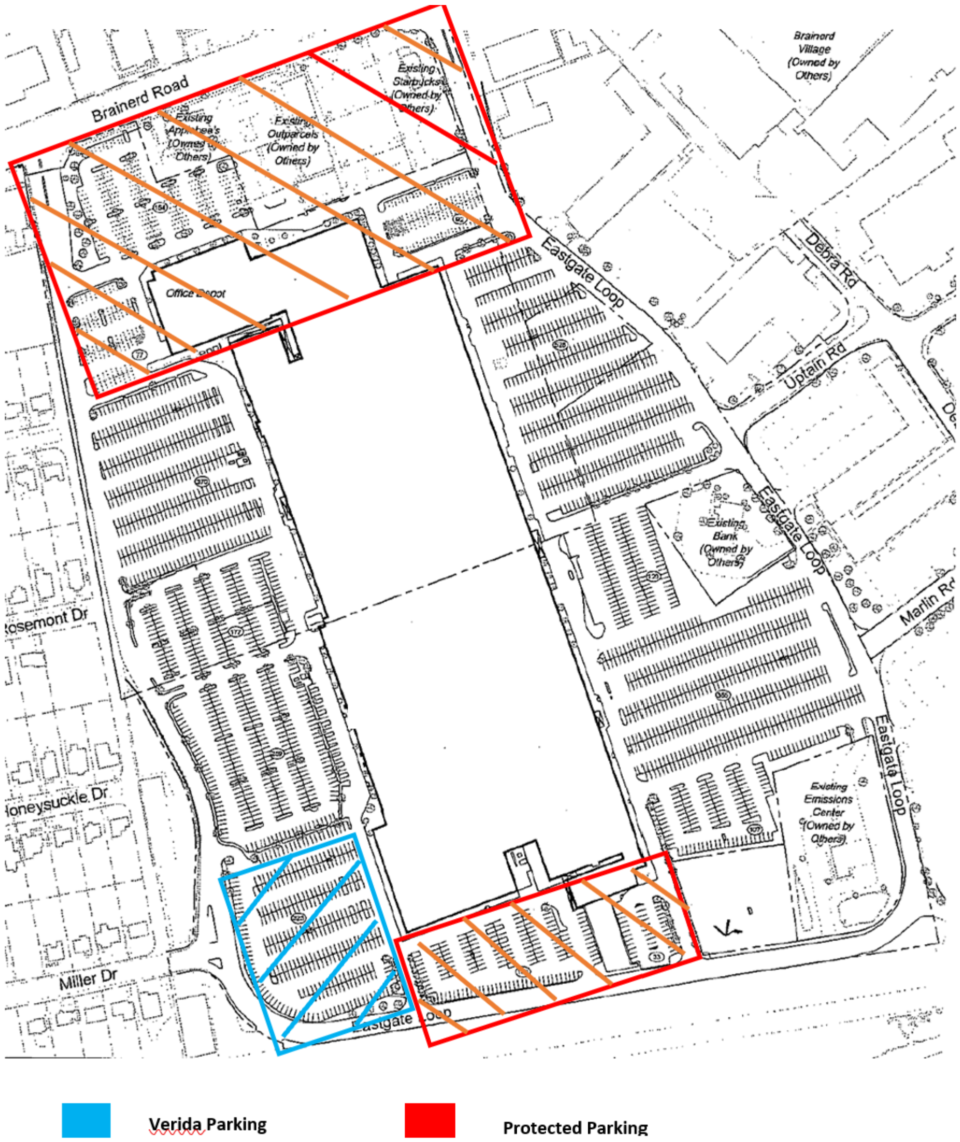
16. Vehicles MUST be parked within the marked lines. Vehicles parked over the line or taking up more than one space will be towed away at the vehicle owner's expense.

17. Landlord reserves the right to have any vehicle that violates any of these rules removed from the parking area at the vehicle owner's expense.

18. Vehicles parked on-site must display a valid state registration sticker and license plate and the owner must comply with state statutes including carrying liability insurance.

(End of Rules and Regulations.)

EXHIBIT E
PARKING PLAN



Protected Parking: a) parking lots to the North and to the South of the building in which the Premises is located; b) any other existing parking space designated as restricted parking by Landlord and marked with appropriate signage; d) any future parking spaces designated as restricted parking by Landlord, in its sole discretion, as long as such restrictions do not limit the number of parking spaces in Tenant's Parking Allotment available for Tenant's use in the parking area shown on this Exhibit E; for Items a and b, as displayed as the crosshatched area in this Exhibit E.

Landlord__________Tenant___________

EXHIBIT F
START DATE LETTER
(to be competed after construction)

LANDLORD: EAST NOOGA, LLC
TENANT: _______________________
PROPERTY: 5600 Brainerd Road, Chattanooga, TN 37411
PREMISES: _________________________

THIS START DATE LETTER ("Letter") is made as of the date of full execution below, by and between Landlord and Tenant. Capitalized terms not defined herein shall have the same meanings as set forth in the Lease.

Recitals

WHEREAS, Landlord and Tenant are parties to that certain Office Lease dated__________ ("Lease") for the Premises described above, consisting of an agreed upon __________ rentable square feet of floor area in the Building.

WHEREAS, Tenant is in possession of the Premises and the Term of the Lease has commenced.

WHEREAS, Landlord and Tenant desire to enter into this Letter confirming the Lease Commencement Date, the Rent Commencement Date, the Expiration Date, and other matters under the Lease.

Agreement

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Lease Commencement Date is _____________.

2. The Rent Commencement Date is _____________.

3. The Expiration Date is ______________.

4. The schedule of the Monthly Base Rent set forth in the Basic Lease Information is deleted in its entirety and replaced with the following:

[INSERT RENT CHART WITH ACTUAL DATES]

IN WITNESS WHEREOF, the parties hereto have caused this Letter to be executed as of the dates set forth below their respective signatures.

LANDLORD:_________________________ TENANT:______________________________

Date: _______________________________ Date: _______________________________

EXHIBIT G
~~**GUARANTY**~~

~~**THIS GUARANTY OF LEASE** ("Guaranty") is made for valuable consideration by East Nooga, LLC, a Delaware limited liability company ("Landlord"), in connection with, in consideration of, and to induce Landlord to execute and deliver the Office Lease dated ____________________ ("Lease"), pursuant to which Landlord leases to ______________________________________company ("Tenant"), the premises referred to as Suite ______________located in Eastgate Town Center, 5600 Brainerd Road, Chattanooga, TN 37411 ("Premises").~~

~~RECITALS~~

~~WHEREAS, Guarantor is a principal and owner of Tenant, Guarantor directly and indirectly benefits by Landlord entering into the Lease of the Premises to Tenant, including but not limited to the direct and indirect benefits of the potential income from the underlying business and the value of the underlying business ("Guarantor Benefits") which otherwise will not be available to Guarantor in the absence of this joint and several Guaranty; and~~

~~WHEREAS, Guarantor desires to make this Guaranty to Landlord to obtain the Guarantor Benefits;~~

~~AGREEMENT~~

~~FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and validity of which is hereby acknowledged, Guarantor does hereby agree as follows:~~

~~1. Guaranty. Guarantor does hereby absolutely, unconditionally and irrevocably guarantee and promise to Landlord the due, punctual and full performance by Tenant of each and all of the agreements, covenants, obligations, liabilities and promises of Tenant to be performed during the Lease Term including, without limitation, the payment of Minimum Annual Rental, Real Estate Taxes and Assessments, Common Area Expenses and Additional Rent (and any monthly installments thereof) and any and all other sums payable thereunder, as well as all damages resulting from the Tenant committing an Event of Default, including all sums payable upon the termination of the Lease as a result of any such Event of Default. For the purposes of this Guaranty, the term "Lease Term" refers not only to the Lease Term as defined in the Lease, but also to any renewals, extensions, modifications, reinstatements and holdings over thereof.~~

~~2. Modifications. Guarantor agrees without affecting any of the obligations of Guarantor hereunder that: (a) any term, covenant or condition of the Lease may be amended, compromised, released, waived (in writing or otherwise) or otherwise altered by Landlord and Tenant; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease, this Guaranty or any other instrument or agreement may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other Person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other Person; and (e) all or any part of the premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Guarantor acknowledges that because Guarantor controls or wholly owns Tenant, Guarantor can, at all times, control or direct any actions of Tenant and cause Tenant to agree or not to agree to any such actions.~~

~~3. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant or any other Person or to pursue any other remedy before proceeding against Guarantor; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other Person; (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election or remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement; and (e) the benefits of any statutory provision or procedural rule limiting the liability of a surety; (f) the absence of any or all presentments, demands (including demands for performance), (g) notices (including notices of adverse change in the financial status of Tenant or other facts which increases the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and, (h) protests of each and every kind. Without limiting the generality of the foregoing or any other provision of this Guaranty, Guarantor hereby expressly waives any rights and benefits that might otherwise be available to Guarantor.~~

~~4. Subrogation. Guarantor does hereby agree that for Landlord's benefit and the benefit of Tenant and to the fullest extent permitted by law, Guarantor irrevocably and unconditionally waives any and all rights of subrogation, reimbursement, indemnification, contribution, or similar rights against Tenant or its assets (arising by contract or by law or otherwise) as a consequence of this Guaranty, including, without limitation, the payment or performance of any obligations hereby guaranteed, and further agrees that Guarantor will not assert any such right of subrogation, reimbursement, indemnification, contribution or similar right at any time in respect to the Lease.~~

~~5. Landlord's Rights. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and the liability and obligations of Tenant and all rights, powers and remedies of Landlord under the Lease and under this Guaranty shall be in addition to all rights, powers and remedies given to Landlord by law. Landlord's rights against the Guarantor shall survive the expiration or termination of the Lease.~~

~~6. Benefit. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Landlord voluntarily or by operation of law without reducing or modifying the liability of Guarantor hereunder. Guarantor's obligations under this Guaranty shall not be assigned or delegated, but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.~~

~~7. Entire Agreement. This Guaranty shall constitute the entire agreement between Guarantor and Landlord with respect to the Guarantor's guaranty of performance of all of Tenant's obligations under the Lease. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by Landlord. This Guaranty may not be modified in any respect except by an instrument signed in writing by Landlord and Guarantor. Any course of conduct between Landlord and Guarantor shall not constitute an amendment of this Guaranty. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. If any provision of this Guaranty shall be determined to be void by any court of competent~~

~~jurisdiction, then such determination shall not affect any other provision of this Guaranty and all such other provisions shall remain in full force and effect.~~

~~8. Prevailing Party. If Landlord or Guarantor files a suit against the other which is in any way connected with this Guaranty, the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, costs and disbursements, whether at trial, appeal and/or in bankruptcy court. In addition, in the event either party shall hire an attorney as a result of a breach by the other party of any term, covenant or provision of this Guaranty the party in breach or default shall reimburse the other party for the reasonable attorneys' fees, including the fees and disbursements of consultants, professionals and paralegals incurred by the non-breaching party in enforcing the other party's obligations, whether or not a legal action is commenced. Any action brought in connection with the terms of this Guaranty shall be brought in the State of Tennessee in the County where the leased property is located.~~

~~9. Law. The laws of the State in which the Building is located shall govern the validity, performance and enforcement of this Guaranty. Although the printed provisions of this Guaranty were drawn by Landlord, this Guaranty is the product of due negotiation between Landlord and Guarantor, both of whom have been represented by (or have had the opportunity to be represented by) capable legal counsel and Guarantor has carefully read this Guaranty and understands the meaning and effects of its terms. As such, this Guaranty shall not be construed either for or against Landlord or Guarantor. Guarantor shall at all times keep itself fully informed on all such matters affecting or may affect this Guaranty. Landlord has no duty, at any time, to disclose to Guarantor any information about any such matters.~~

~~10. Authority. If Guarantor executes this Guaranty as a as a legal entity or other separate legal entity ("Entity"), each of the Persons executing this Guaranty on behalf of the Entity covenants and warrants that the Entity is a duly authorized and existing Entity, that the Entity has and is qualified to transact business in the state where the property is located, that the Entity has full right, authority and power to enter into this Guaranty and to perform its obligations hereunder, that each Person signing this Guaranty on behalf of the Entity is authorized to do so and that this Guaranty is binding upon the Entity in accordance with its terms. The liability of the Guarantor is not conditioned on the liability or performance of any other Person.~~

~~11. Insolvency. In the event Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the United States Bankruptcy Code, or if such a petition be filed by creditors of Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law, or if a receiver of all or part of Tenant's property or assets is appointed by the State or Federal court, no such proceeding or action taken therein shall modify, diminish, or in any way affect the liability of Guarantor under this Guaranty, and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor had itself executed the lease as the named Tenant therein, and no "rejection" and/or "termination" of the Lease in any of the proceedings shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty.~~

~~12. Affirmation. Guarantor shall, within ten (10) days after Landlord's request to do so, deliver to Landlord a certificate, in a form and substance reasonably satisfactory to Landlord, confirming that (a) this Guaranty remains in full force and effect and has not been waived, discharged or released;~~

~~and, (b) Guarantor has no defenses or offsets against its obligations to Landlord under this Guaranty. The failure by Guarantor to deliver such certificate to Landlord within such ten (10) daytime period shall constitute a material breach and default by Guarantor of this Guaranty and shall constitute an Event of Default under the Lease.~~

~~13. Notice of Default. Landlord shall simultaneously provide to the Guarantor a copy of any notice of default delivered by the Landlord to the Tenant under the Lease. All notices from the Landlord to the Guarantor under this Guaranty shall be sent to the Guarantor by registered or certified mail, return receipt requested, or by Federal Express, at the address listed below.~~

~~14. Cure. Notwithstanding any contrary provision contained herein, if the Tenant is entitled to written notice and an opportunity to cure a default in payment or performance of any Obligation, then such Obligation shall not be deemed subject to payment or performance under this Guaranty until the applicable cure period has expired.~~

~~15. Miscellaneous. (a) Definitions. All terms not defined in this Guaranty shall have the respective meanings ascribed to them in the Lease. (b) Headings. The captions and headings throughout this Guaranty are for convenience and reference only, and in the same shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision, or the scope or intent hereof, nor in any way affect the Guaranty. (c) Counterparts. This Guaranty may be executed on one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document. The parties hereby agree that facsimile and electronic (PDF) signatures are acceptable to effectuate the terms of this Guaranty. (d) Time. Time is of the essence of each and every provision of this Guaranty and the performance thereof. (e) Recitals. The Recitals set forth above are incorporated in this Guaranty by this reference as restated in full.~~

~~(End of Guaranty. Signature page to follow.)~~

~~**EXECUTED** at~~ **____** ~~on~~ ____________________~~.~~

~~**ADDRESS OF GUARANTOR:**~~

~~**GUARANTOR:**~~

____

____

____

____

~~By:~~ ______________________________________

~~STATE OF TENNESSEE }~~
~~COUNTY OF ___________ } ss.:~~

~~On the _____ day of ______________, in the year 2020, before me, the undersigned, personally appeared ________________________, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.~~

____

~~Notary Public~~

~~(Guarantor signatures must be notarized to be effective.)~~

EXHIBIT H
SIGN CRITERIA

The following is Landlord's current description and in some cases detail, of sign criteria, rules, regulations, limitations, restrictions, requirements and/or prohibitions for the Center (collectively, "Signage Criteria"). Landlord makes no representation or warranty that the following is more or less stringent than applicable law and "code" which also separately governs and perhaps restricts, limits, impairs or even prohibits signage choices, design, scheme, size, placement, color, materials and other signage-related details. If and to the extent such law and "code" is more stringent or more restrictive than any of the provisions hereof, then law and "code" shall prevail.

A. GENERAL REQUIREMENTS

1. Tenant shall submit, or cause to be submitted to the Landlord, for Landlord's review and approval, prior to fabrication, color detailed drawings and photographs of the storefront elevation indicating the proposed location, size, layout, design and color of Tenant's storefront sign, including all lettering and/or graphics. These drawings and photographs should be mailed or emailed as color attachments to Landlord's property manager, along with a photographic submission showing existing conditions.
2. All permits for signs and their installation shall be obtained by the Tenant or the Tenant's representative.
3. All signs shall be constructed and installed at Tenant's sole cost and expense.
4. The removal of Tenant's signage is the responsibility of the Tenant and must be completed prior to the expiration or non-renewal of Tenant's lease. Before the expiration of the Lease, Tenant shall also be required to restore the sign band fascia to like-new condition, including, but not limited to, patching all holes and painting the storefront fascia to match the existing paint color after Tenant's signage has been removed.

B. GENERAL SPECIFICATIONS

1. No animated, flashing or audible signs will be permitted.
2. All signs and their installation shall comply with all local building and electrical codes.
3. No exposed raceways, conduit, conductors, transformers or other equipment will be permitted.
4. Electrical service to all signs shall be from metered panel by Landlord's contractor at Tenant's sole cost and expense.
5. Painted lettering will not be permitted without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
6. Free standing or monument signs are not permitted.
7. Any variation of these general specifications will be at the sole discretion of Landlord.

C. LOCATION OF SIGNS

1. Each tenant will be allowed one (1) illuminated sign. The total length of the sign shall be a maximum of 75% of the storefront length and in conformance with all applicable laws, codes, regulations and ordinances.
2. Signs will be located on the storefront sign band fascia as specified by Landlord, centered vertically and horizontally, except as directed by Landlord so as not to conflict with architectural features or site-specific designs inherent to the building or storefront conditions, i.e., columns, trellises or landscaping.
3. No signs perpendicular to the face of the building or storefront will be permitted.
4. No architectural features of the building storefront shall be obscured by any signage.
5. Stacked signage (double lines) shall be permitted with a maximum vertical dimension of entire sign area including horizontal spacing not to exceed 50% of the vertical height of the storefront sign band.

Landlord__________Tenant___________

D. DESIGN REQUIREMENTS

1. The design of all signs, including style and placement of lettering. size, color, materials and method of illumination, shall be subject to Landlord's approval.

2. Types of signs permitted: individual Channelume type letters with plexi-glass faces are permitted. No open pan channel type letters or exposed neon tubing will be permitted on any signage, logos or trim. "Halo" - lit signage is permitted.

3. Wording of signs shall not include the product or service sold except as part of Tenant's trade name or insignia. MasterCard/VISA or product trademarks are prohibited.

4. The use of logos, logotypes or registered trademarks is encouraged.

5. Cabinet type signs ("Sign Cans") are prohibited, except for approved logos and trademarks as designated above; height restrictions as noted above shall also apply. Such signage is to be a "shaped" or customized design as permitted by Landlord.

6. Returns on signs mounted to building walls must be painted white to match architectural sample. Returns on signs mounted to colonnade sign band must be painted same color as sign face.

7. Sheet metal construction is prohibited.

8. The maximum vertical height of an individual letter on the designated sign band shall be 24" and the minimum shall be 8".

9. Gold, silver or other metallic trim caps and returns are not permitted.

10. Trim cap colors must match the sign face or return.

11. No exposed neon tubing is permitted on any sign element, with the exception of the "Open" sign described below.

E. SHOP DRAWING REQUIREMENTS

All drawings to be fully dimensioned and drawn to scale to the following specifications:

1. An elevation view is required to show leasehold area and sign placement.

2. An end view detail of letters showing illumination, depth of letter, stand off from wall and installation methods.

3. All materials are to be specified including brand names and thicknesses. Paint brands, colors and primer usage are also to be specified.

4. The thickness in millimeters (mm) of enclosed permitted neon tubing and color are to be indicated.

5. The size, brand name of transformers and amperage load must be computed and shown on drawing.

6. Design and lettering details must have crisp edges capable of being projected to full size patterns.

F. CONSTRUCTION REQUIREMENTS

1. All exterior signs, bolts, fastenings and clips shall be of non-rusting materials such as enamel, stainless steel, aluminum, brass or bronze. No ferrous materials of any type are permitted.

2. All exterior letters or signs shall be mounted 1/2" from the building wall with aluminum spacers to permit proper dirt and water drainage.

3. All letters shall be fabricated using full-welded construction.

4. Location of all openings for conduit in sign panels or building walls shall be indicated by the sign contractor on drawings submitted to the Landlord.

5. All penetrations of the building structure required for sign installation shall be neatly sealed in a water tight condition.

6. Company labels will not be permitted on the exposed surface of signs except those required by local law, code or ordinance which shall be applied in an inconspicuous location.

7. Sign contractor shall repair any damage to property or building caused by its work.

Landlord__________Tenant___________

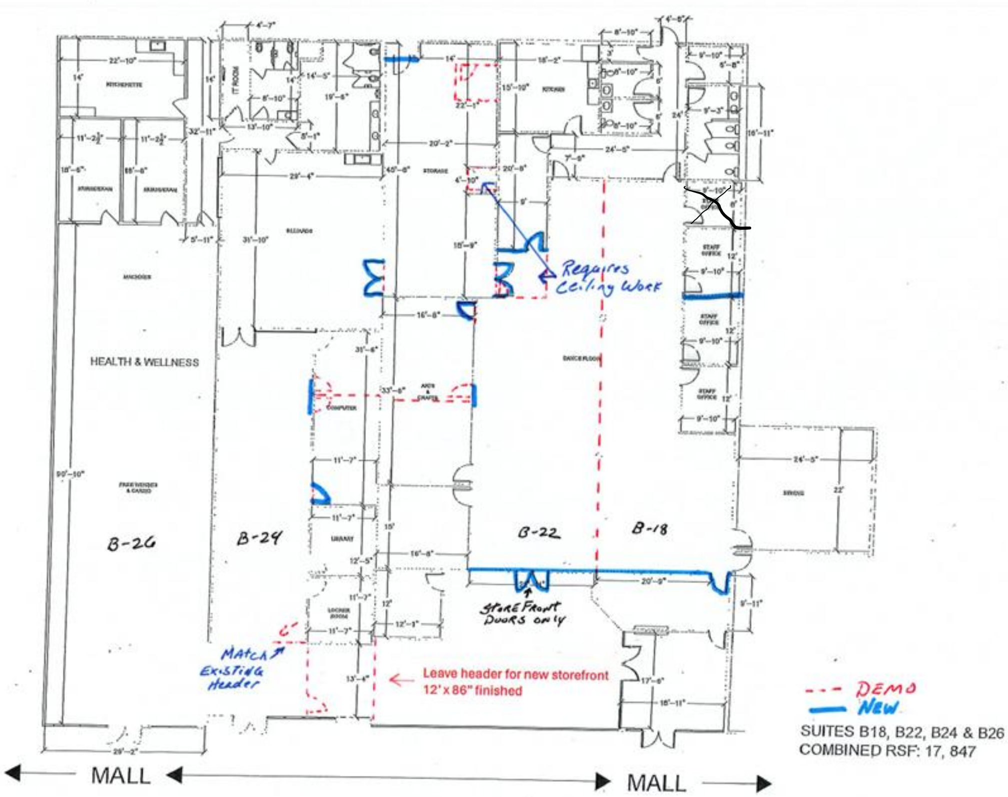
8. Bird spikes may be required to prevent the roosting of birds.
9. Tenant shall be fully responsible for the operations of Tenant's sign contractors.

[Remainder of this Page is Intentionally Unused]

Landlord__________Tenant___________

EXHIBIT I
TENANT SPACE PLAN

Demo and Walls

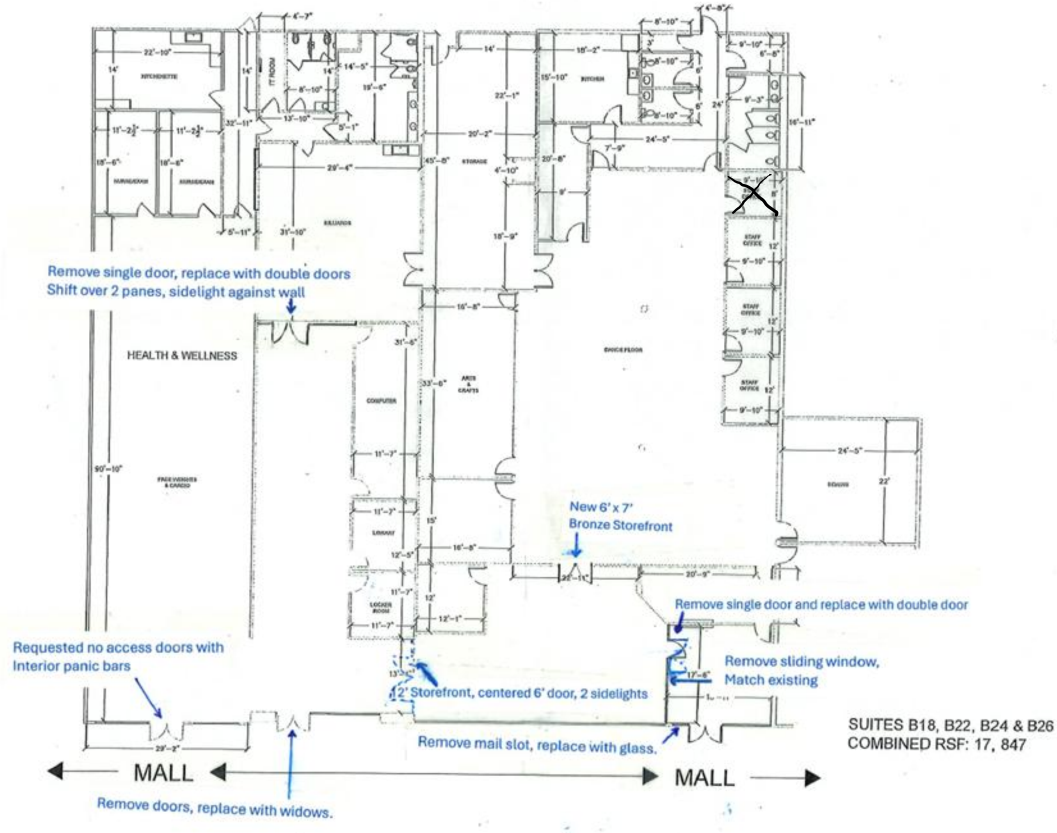


- <u>Dashed Red Lines</u> – demo walls/remove doors
- <u>Solid Blue Lines</u> – new wall or door installation (includes two (2) new sets of double doors (metal), and one (1) new single door (wood). Other doors on this drawing can be repurposed).

Landlord__________Tenant___________

EXHIBIT I Continued

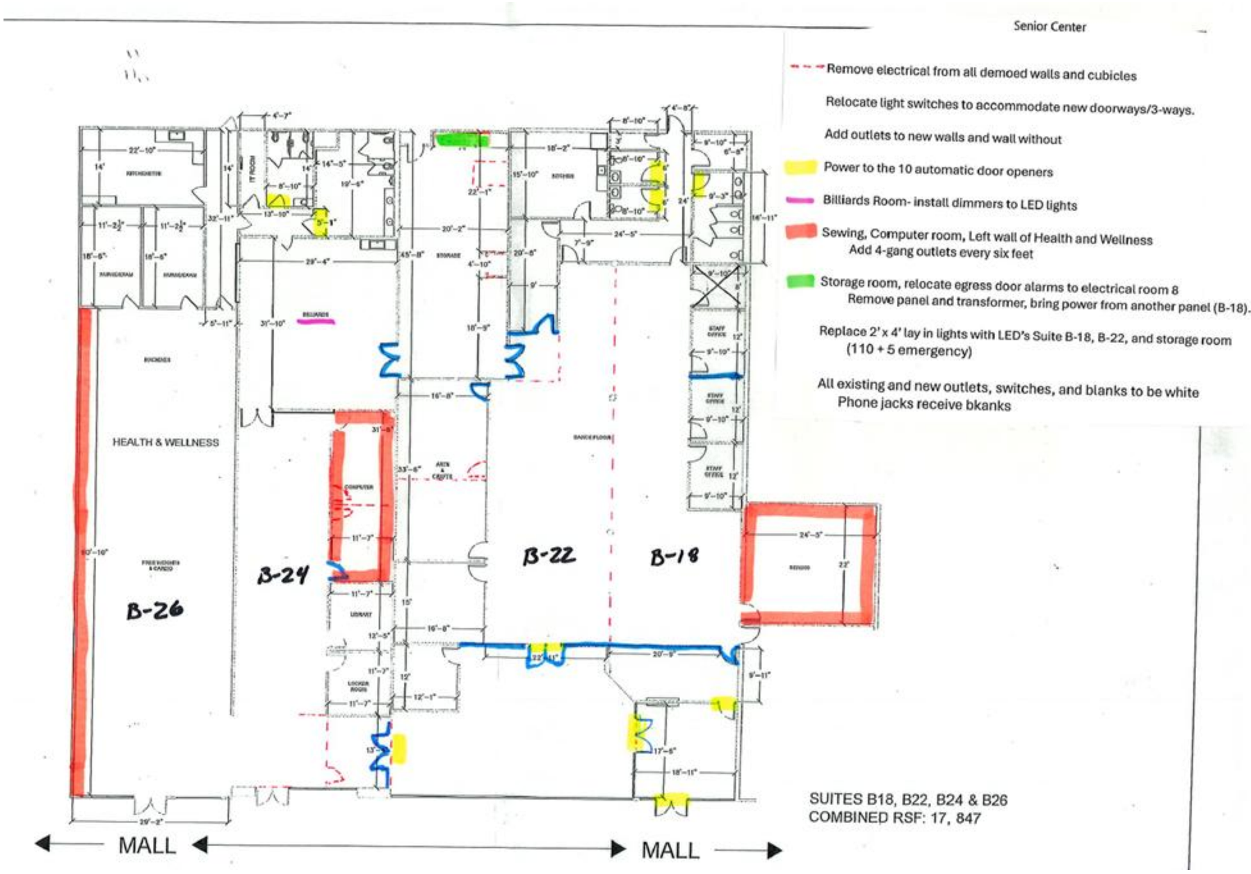
Storefronts



- Billiards - (1) Double door store front 122 ½" x 122 ½", Black/Bronze Anodized
- B26 – (1) Exit Only double door store front 84" x 72", Anodized (Matte)
- B24 – (1) Store front windows, no doors, 238" x 95 ½", Black/Bronze Anodized
- B24/B22 – (1) Double door store front 144" x "85 ¾", Black/Bronze Anodized
- B18 Mailbox – (1) glass infill
- B22/B18 Lobby – (1) Double door storefront 210" x 122 ½", Black/Bronze Anodized
- Dance Floor – (1) Double door, 75 ½" x 85 ¾", Black/Bronze Anodized

EXHIBIT I Continued

Electrical

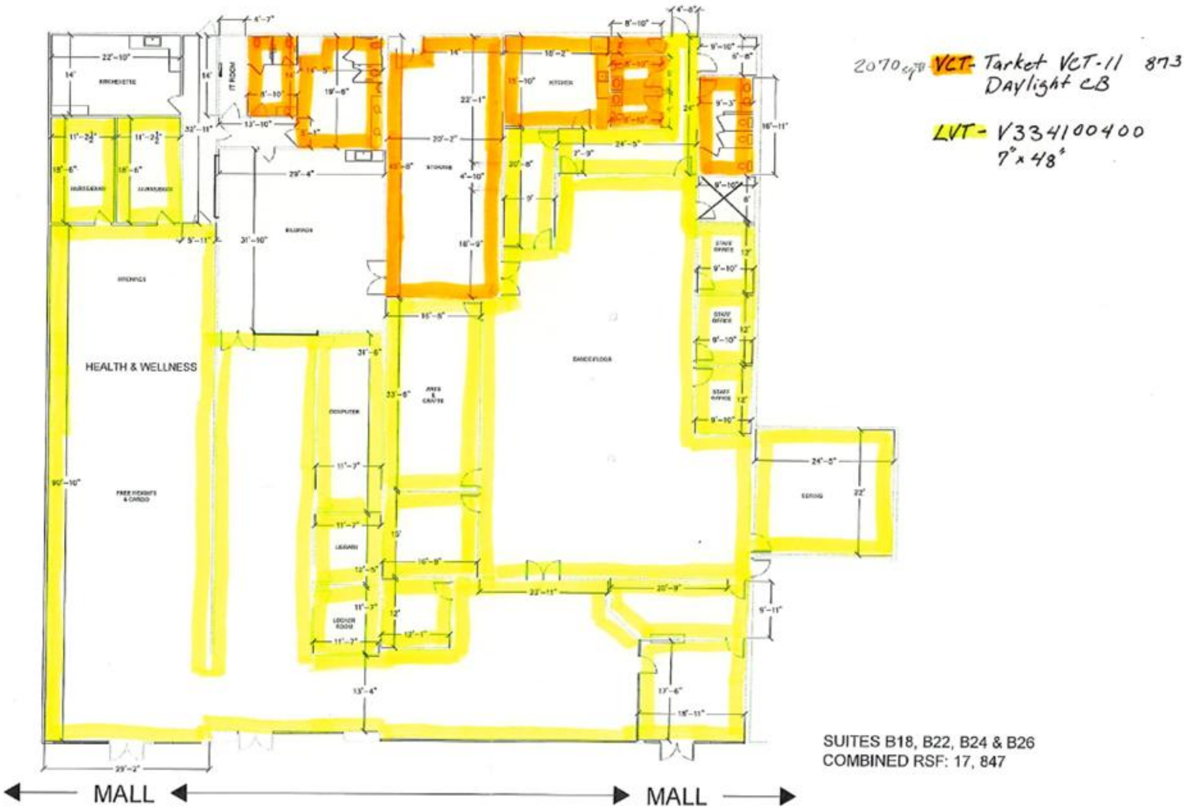


- All new and existing outlets, receptacles, and covers will be installed or replaced with those that are white in color.
- Sewing room, computer room, and health and wellness room on the left wall require 4-gang outlets every six feet (6').
- All outlets will be code compliant.
- All inoperable phone jacks to have white covers installed.
- Dimmer switches added to Billiards room.
- TV Outlet added to main entryway (diagonal wall).
- LED lights B18, B22, storage room

Landlord__________Tenant___________

EXHIBIT I Continued

Flooring/Paint

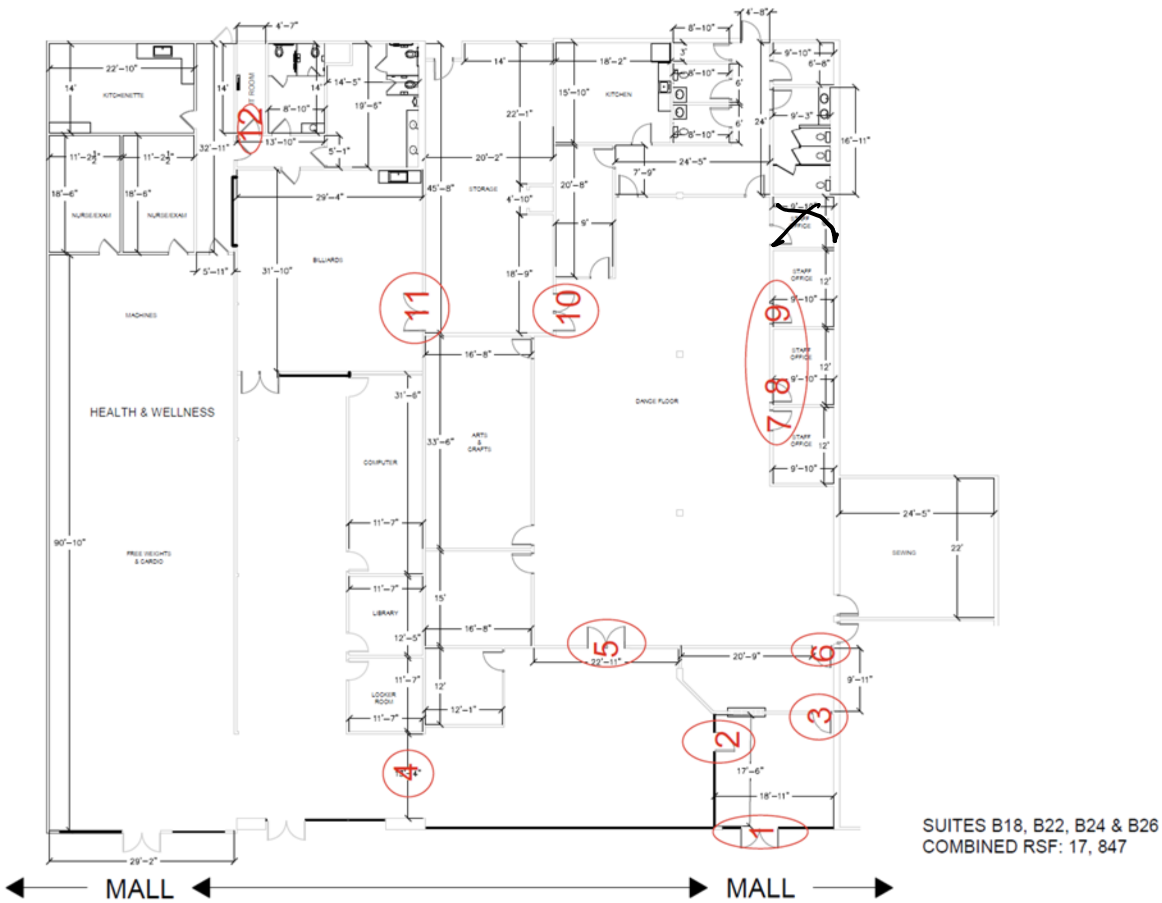


Floor:
ORANGE – Tarket VCT II, 873 Daylight CB – restrooms, right-side kitchen, storage room
YELLOW – LVT, Shaw Floors, Prime Plank, Weathered Barnboard - All remaining rooms
AS-IS – the top left Kitchenette, billiard room, IT Room, top right corner electrical room – original flooring will remain.
Black Trim/Black Molding throughout (Except storage room)

Paint:
Sleepy Blue, SW 6225 (Duration Matte Finish): all large common areas (except Billiards Room) including main lobby/entrance.
Silver Pointe, SW 7653 (Duration Matte Finish): all interior rooms, restrooms, kitchens, and Billiards Room.

Landlord__________Tenant___________

EXHIBIT I Continued



Above doors labeled in red and circled are City's access control doors, installed by the City. No keyed doors required.

1. Main Entrance
2. Door on left wall of Entry Foyer
3. Door at rear of Entry Foyer
4. Door between B24 and B22
5. Double door to dance floor/multipurpose room
6. Single door to dance floor/multipurpose room

7.,8.,9. (3) Office(s) on the right side of B18

10., 11. Double metal door to the storage room (right and left)

12. IT Room

Landlord__________Tenant___________

EXHIBIT I Continued

Miscellaneous

- Repair wall surface damage
- Replace stained ceiling tiles
- Ensure grab bars at every toilet
- (1) 10' x 8" data room has been removed from the Premises Square footage (as show with an X) on the space plans.

EXHIBIT J

TENANT CERTIFICATE OF INSURANCE

Certificate of Self-Insurance

City of Chattanooga
Human Resources Department

Tim Kelly, Mayor

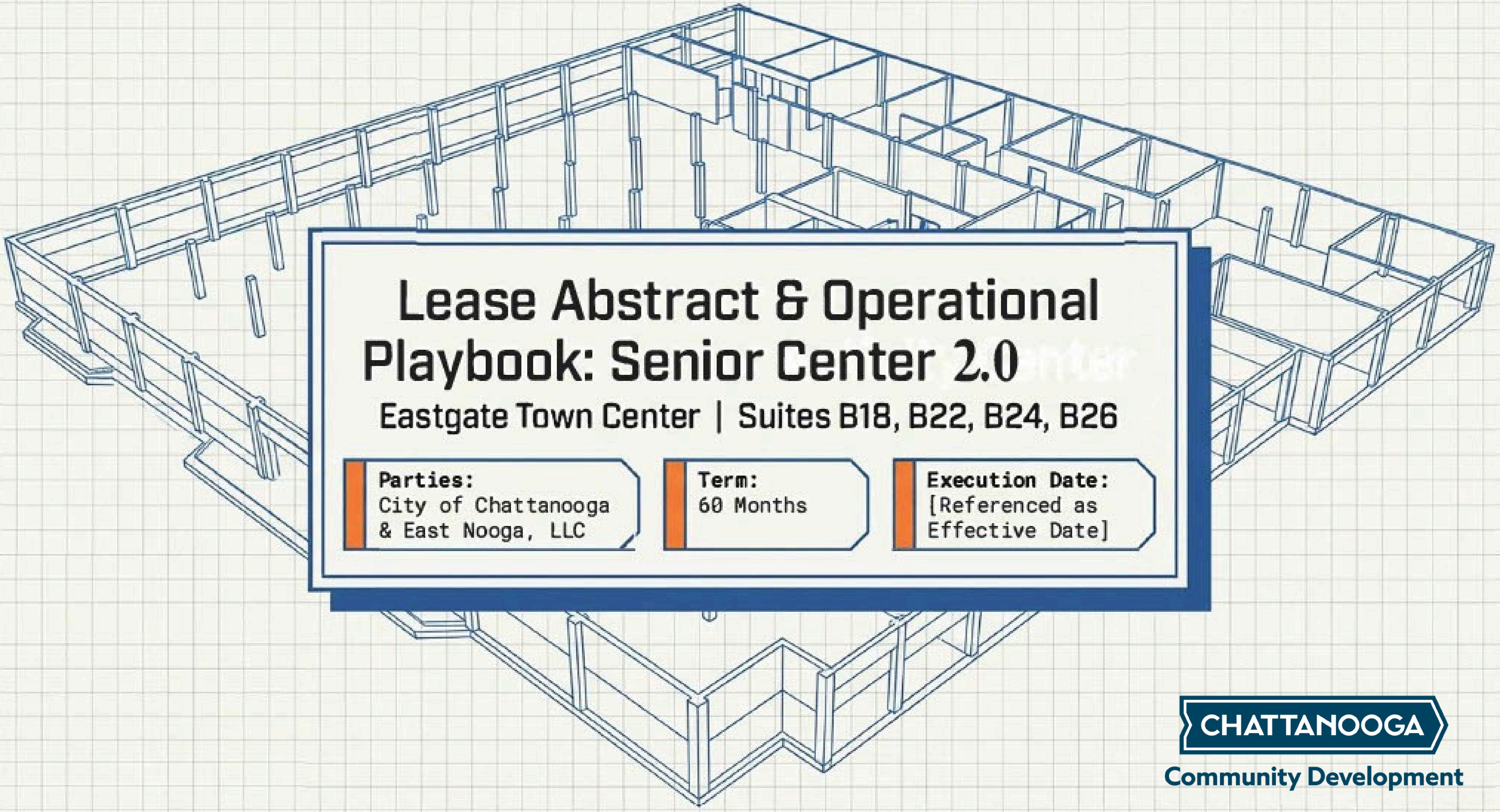
CERTIFICATE OF SELF-INSURANCE

This is to certify that the City of Chattanooga Government is a self-insurer in accordance with the Tennessee Governmental Tort Liability Act.

The funded Self-Insurance Plan is established under the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. $ 29-20-403, et. seq., which establishes the limits of liability for governmental entities in the State of Tennessee. For all claims against a self-insuring governmental entity, the Act establishes a maximum limit of liability of Three Hundred Thousand ($300,000.00) Dollars for bodily injury or death of any one (1) person in any one (1) accident, occurrence or act, and Seven Hundred Thousand ($700,000.00) Dollars for bodily injury or death of all persons in any one (1) accident, occurrence or act, and One Hundred Thousand ($100,000) Dollars for injury or destruction of property of others in any one (1) accident, occurrence or act. The provisions of the above limits shall apply to any action arising on or after July 1, 2007.

Michael Anthony
Director of Safety, Compliance, & Risk Management

Landlord__________Tenant___________



Lease Abstract & Operational Playbook: Senior Center 2.0

Eastgate Town Center | Suites B18, B22, B24, B26

Parties:
City of Chattanooga
& East Nooga, LLC

Term:
60 Months

Execution Date:
[Referenced as
Effective Date]

CHATTANOOGA
Community Development

The Deal at a Glance

CHATTANOOGA
Community Development

The Space

17,767 Rentable Sq Ft.

Represents 2.39% of the total 744,668 Sq Ft Building.

The Term

5 Years (60 months)

Includes Two (2) 5-Year Extension Options

The Cost

Starts at $13.00 PSF ($230,971/year)

Zero Security Deposit.

The Use

Strictly permitted for Senior Activity Center operations.

The Campus & Exterior Constraints

CHATTANOOGA
Community Development

Callout 1: Parking Zone

70 Shared, Non-Exclusive Spaces.

Constraint: Use of unassigned spaces over this 70-space allotment. [illegible]

Callout 2: Storefront Signage

Storefront signs require Landlord approval.

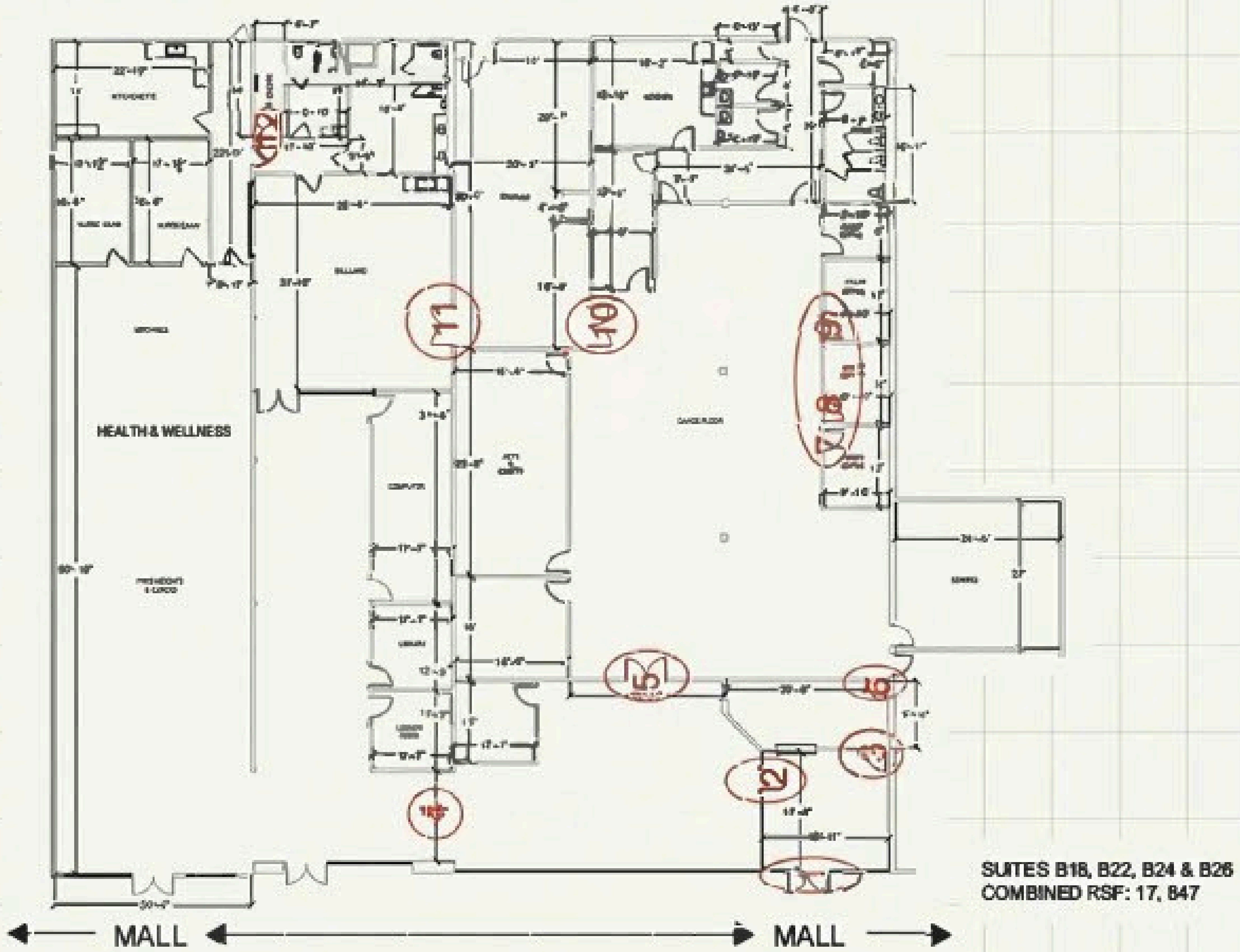
Constraint: Must fit 75% of storefront length max.
Permitted: Individual Channelume letters.
Prohibited: Exposed neon tubing, animated/flashing signs.

Callout 3: Common Areas

Landlord retains full autonomy.

[illegible]

The Interior Blueprint: Configuration & Finishes



Access Control Perimeter

12 numbered red-circle doors mark the City's specific access control points (installed by Gallaher Security).

Rule: Landlord must retain keys/access to all doors.

Landlord Delivery Specs

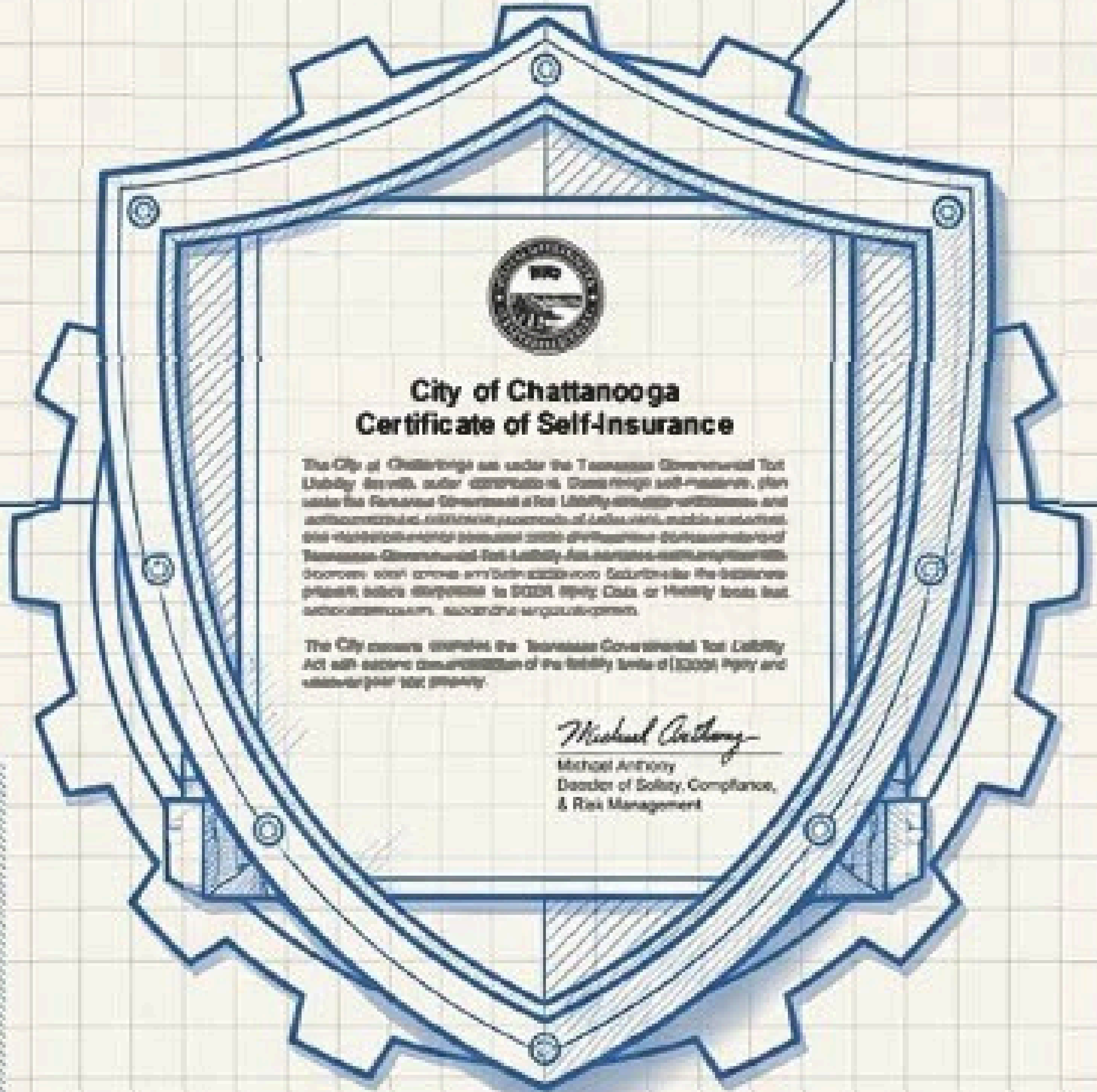
- **Flooring:** Tarket VCT II (873 Daylight CB) in main areas; Shaw Floors LVT in designated zones.
- **Paint:** SW 6225 Sleepy Blue for large common areas; SW 7653 Silver Pointe for interior rooms.
- **Storefronts:** New Black/Bronze Anodized double doors at main entries.

Division of Responsibilities Matrix

CHATTANOOGA
Community Development

Operational Category	Landlord Domain	City Domain
HVAC & Base Building	Maintains structural walls, roof, and main base-building HVAC systems.	
Interior Repairs		Maintains all interior walls, floors, fixtures, doors, and all City-installed property.
Utilities & Cleaning		Pays separately metered electricity and contracts janitorial/pest control directly.
Compliance	Ensures base building ADA/Environmental compliance.	Ensures ADA/compliance specific to Senior Center alterations and operations.

Risk Management & Self-Insurance



The Municipal Advantage

No commercial liability policy required. The City relies on its own self-insurance program, governed by the damage caps of the TN Governmental Tort Liability Act ($300K injury / $100K property).

SPEC TAG

Damage to Space

The City is strictly responsible for physical damage to the premises caused by municipal staff, program participants, or invitees.

SPEC TAG

Third-Party Vendor Mandate

The City MUST ensure all third-party vendors and instructors carry their own commercial liability insurance and hold the Landlord harmless.

CHATTANOOGA

Community Development