



MARATHON VILLAGE

LEASE SCHEDULE

This Schedule is an integral part of that lease executed contemporaneously herewith by and between the landlord and the tenant more specifically described herein and shall be taken together with that lease as one document and may be collectively referred to in either document as “this Lease.” Unless the context requires otherwise or unless an alternative meaning is specifically described herein, terms used herein shall have their common meanings and shall be construed in order to reasonably further the goals of this Lease.

Landlord: Barry Walker

Tenant: Social Link, LLC

Building: 1310 Clinton Street Nashville, TN 37203

which is part of the real property more commonly known as Marathon Village

Leased Premises: Suite 207

which is part of the Building and which the Parties, to their satisfaction, have measured and agreed to be comprised of **1090 square feet.**

Tenant’s Trade Name: Social Link, LLC

Tenant’s Use of Studio: Office Space

Term: This Lease shall last for a term of **One (1) year, Eight (8) months and Fifteen (15) days**, commencing **May 17, 2023** (“Commencement Date”) and ending **January 31, 2025** (“Expiration Date”).

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Base Rent:

Tenant shall pay Landlord the following Monthly Rent in cash or check:

In Year	Price / Sq. Ft.	Monthly Base Rent	Annualized Base Rent
5/17/23-5/31/23	\$30.00	\$1,318.50	
6/1/23-1/31/25	\$30.00	\$2,725.00	\$32,700.00

Taxes, Insurance and Common Area Charge ("TICAC"):

Tenant shall pay Landlord the following Annual TICAC in cash or check:

Lease Term (Years)	Price / Sq. Ft.	Monthly TICAC	Annualized TICAC
5/17/23-5/31/23	\$3.00	\$131.85	
6/1/23-1/31/25	\$3.00	\$272.50	\$3,270.00

Landlord shall calculate TICAC annually based upon current- year property taxes, insurance premiums and operating costs as paid and / or incurred by Landlord in order to maintain and preserve the Leased Premises and the common areas. **This rate can change from year to year.**

Total Rent (Base Rent + "TICAC"):

In Year	Price / Sq. Ft.	Monthly Total Rent	Annualized Total Rent
5/17/23-5/31/23	\$33.00	\$1,450.35	
6/1/23-1/31/25	\$33.00	\$2,997.50	\$35,970.00

Security Deposit (One Month Base Rent): \$2,725.00

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Additional Tenant Information

Home Address: 2420 Little Ave. Nashville, TN 37206

Home Phone: (615) 682-3008

Business Phone: (615) 873-0707

Emergency Contact: Chase Leatherwood

Emergency Phone: (615) 988-0355

Email Address: brady@sociallink.com

Business Website: sociallink.com

Office / Store Manager: Tyler Dishman

A/C Payable Name: Social Link LLC

A/C Payable Phone: (615) 873-0707

A/C Payable Email/Fax: billing@sociallink.com

Credit Reference*:

Credit Reference*:

Social Sec. No. / FEIN*: 45-3167880

Special Terms and/or Conditions:

*** By signing this Lease, Tenant hereby expressly authorizes Landlord to contact credit references, pull credit reports and otherwise conduct background investigations as are necessary in order to determine the creditworthiness of Tenant.**

LANDLORD: _____ **Date:** ____/____/____

TENANT: _____ **Date:** ____/____/____

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MARATHON VILLAGE

LEASE AGREEMENT

In consideration of the mutual covenants, conditions and other terms described in this Lease Agreement and the Lease Schedule and Rules and Regulations executed contemporaneously herewith and specifically incorporated hereby and herein incorporated by reference, Landlord does hereby lease unto Tenant and Tenant does hereby accept the Leased Premises upon the following terms:

1. **Term.** This Lease shall commence upon that Commencement Date specified in the Schedule and shall continue until that Expiration Date specified in the Schedule (“the Term”). Unless otherwise specified herein, after the Expiration Date, Tenant shall give Landlord at least 30-days advance, written notice of Tenant’s intent to vacate the Lease Premises.
2. **Rent.** The term “Rent” as used herein shall mean, collectively, any monies that Tenant is required to pay Landlord pursuant to the terms of this Lease, including but not limited to the following:

a. **Base Rent and TICAC.** Without demand, deduction or offset, Tenant shall pay Landlord the Base Rent and TICAC described in the Schedule. Monthly Rent and TICAC described in the Schedule. Monthly Rent and TICAC must be received by Landlord no later than the 1st day of the respective month when it is due. If the Term of this Lease commences on any day other than the first day of a calendar month or terminates on any day other than the last day of a calendar month, then the Monthly Rent shall be prorated. Tenant shall also pay as additional rent, all such other sums of money as shall become due from and payable by Tenant to Landlord under this Lease. If rent has not been paid by the end of the 5th day of the month when it is due, Tenant shall pay a late fee equal to 10% of the unpaid balance.

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b. **Utilities and Services.** Tenant shall pay, when due, all charges for gas, water, telephone, sewer, electricity and any and all other utility services used upon the Leased Premises by or for the benefit of Tenant, including without limitation, all tap, connection and/or meter fees and deposits.

c. **Taxes and Assessments.** Tenant shall pay or indemnify Landlord against all taxes, license fees and special charges and assessments levied by any taxing authorities against property which Tenant owns and/or uses within, upon or about the Leased Premises, or by reason of the conduct and operation of its business therein, including, without limitation, any special assessments or charges for water and/or sewers.

3. **Security Deposit.** Landlord acknowledges that Tenant has deposited with Landlord a security deposit in the amount specified in the Schedule. Tenant shall not be entitled to interest on the security deposit, and Landlord may commingle such security deposit with other funds of Landlord. Furthermore, Landlord at its option may apply such part of the deposit as may be necessary to cure any non-payment or other default under this Lease and, if Landlord does so, Tenant shall, upon demand, redeposit with Landlord an amount necessary to return the security deposit to whole so that Landlord shall have the full security deposit on hand at all times during the Term of this Lease. Upon the termination of this Lease and provided that Tenant is not in default hereunder, Landlord shall refund to Tenant the remaining balance of the security deposit without interest. In the event of a sale or leasing of the Building or the real property on which the Building is located, Landlord shall have the right, without limitation, to transfer the security deposit to an assign or successor in interest and, by doing so, be immediately and fully released by Tenant from all liability for the return of said deposit, and Tenant shall look solely to said assign or successor for the return of the security deposit.

4. **Improvements to Leased Premises.** At least 30 business days prior to beginning construction of Tenant's build-out of the Leased Premises, Tenant shall furnish Landlord with a detailed floor plan layout and working drawings describing any partitions or improvements of the Leased Premises planned by Tenant (the "Plans"). After receipt and approval of said Plans by Landlord, Landlord and Tenant shall enter into a separate letter agreement pertaining to the scope of Landlord's and Tenant's work in connection with the proposed build-out as set forth in the Plans. Said letter agreement shall be deemed an addendum to this Lease and specifically incorporated herein by reference.

5. **Common Areas.** During the term of this Lease, for so long as Tenant is not in default hereunder, Landlord grants Tenant a non-exclusive license to use and occupy in common with any others so entitled, the common areas of the Building, including, but not limited to, corridors, stairways, elevators, restrooms, lobbies, entranceways, parking

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areas, service roads, loading facilities, sidewalks, and other facilities as may be designated from time to time by Landlord as common areas subject to the terms and conditions of this Lease (collectively the "Common Areas"). In no instance, however, shall Tenant use all or any portion of the Common Areas for any purpose other than the use reasonably intended by Landlord for such Common Areas. No videos, commercials or other electronic media may be recorded in the Common Areas without specific, prior written permission from Landlord and upon such terms as may be deemed fit by Landlord.

6. **Alterations and Additions.** Tenant shall not make or allow others to make any alterations, additions, or improvements to the Leased Premises or any part thereof without specific, prior written permission from Landlord. All such alterations and additions shall be made by Tenant at Tenant's sole cost and expense, and any contractor or person selected by Tenant to make the same must first be approved in writing by Landlord. **TENANT SHALL NOT PAINT, ATTACH, AFFIX, GLUE OR OTHERWISE MODIFY ANY PART OF THE LEASED PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. THIS RESTRICTION INCLUDES, BUT IS NOT LIMITED TO, PAINTING WALLS, WOOD, BRICK, FLOORS, AND/OR GLUING OR INSTALLING, INSULATION, BUILDING MATERIALS AND/OR CARPET.** At Landlord's sole option and discretion, upon expiration of this Lease, any alterations, additions or improvements made to or upon the Leased Premises, excepting movable furniture and trade fixtures, shall be deemed a fixture of the Leased Premises and belong exclusively to Landlord.

7. **Graphics.** Landlord shall provide and install all letters or numerals on entrance doors to the Leased Premises and Building Directory. The cost of all signage shall be paid by Tenant. All such letters and numerals shall be in the Building standard graphics and size, and no others shall be used or permitted on the Leased Premises without the prior written consent of Landlord.

8. **Parking.** Tenant shall have the right to use in common with any others so entitled the parking spaces provided by Landlord adjacent to the Building for the parking of automobiles belonging to Tenant, its employees and visitors, subject to the rules and regulations now or hereafter adopted by Landlord. Landlord reserves the right to adopt any regulations necessary to curtail unauthorized parking, including the required use of "parking permits." Under no circumstances shall Tenant, itself, advertise or permit its employees or visitors to advertise automobiles for sale at the Building.

9. **Permitted Uses.** Tenant shall use and occupy the Leased Premises for the purpose specified in the Schedule and for no other purpose; provided, however Tenant shall under no circumstances occupy or use, or permit any portion of the Leased Premises to be

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occupied or used for any business or purpose which is unlawful, disreputable or deemed to be extra- hazardous on account of fire, or permit anything to be done which would in any way: increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents; cause the load upon any floor of the Building to exceed the load for which the floor was designed or the amount permitted by law; or use electrical energy exceeding the capacity of then-existing feeders or wiring installations. Tenant shall further conduct its business and control its agents, employees, invitees, and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its proper use of the Building. No food, soft drink or other vending machine shall be installed within the Leased Premises. Tenant shall not allow the Premises to be used in any way which could be construed as a public accommodation and shall indemnify and hold Landlord harmless against any costs that may be incurred as a result of such use. **TENANT ACKNOWLEDGES AND AGREES THAT THE LEASED PREMISES SHALL BE USED FOR BUSINESS PURPOSES ONLY; THE LEASED PREMISES MAY NOT BE USED FOR RESIDENTIAL PURPOSES.**

10. **Laws, Regulations, and Rules of Building.** Tenant shall comply with all applicable laws, ordinances, Rules and Regulations relating to the use, condition or occupancy of the Leased Premises and common areas. Tenant shall comply with reasonable rules and regulations as may be adopted or altered by Landlord from time to time for the safety, care and cleanliness of the Leased Premises, Building and Common Areas and for the preservation of good order therein after receiving notice thereof, including, but not limited to, the Rules and Regulations attached hereto. **TENANT ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO ACCESS TO THE BUILDING WATER TOWER OR ROOF. IN THE EVENT TENANT OR TENANT'S EMPLOYEES SHOULD GAIN ACCESS TO THE BUILDING WATER TOWER OR ROOF, LANDLORD MAY TERMINATE THIS LEASE IMMEDIATELY.**

11. **Repairs by Landlord.** Landlord shall keep and maintain the HVAC system and the structural portions of the Building, including the exterior walls and roof, in which the Leased Premises are located (exclusive of all glass, exterior doors and store fronts) in good repair, except that any repairs rendered necessary by the acts or omissions of Tenant, its agents, employees or invitees shall be deemed the responsibility of Tenant. Except as expressly provided in this Lease, Landlord shall not be required to make any alteration, repairs or additions to the Leased Premises. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for any unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. **NOTE: IF TENANT OPERATES A RETAIL BUSINESS ON THE LEASED PREMISES**

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THEN, DESPITE ANY OTHER CONTRARY PROVISIONS HEREIN, TENANT SHALL BEAR SOLE RESPONSIBILITY FOR MAINTAINING, REPAIRING AND, IF NECESSARY, REPLACING THE HVAC UNIT AND HVAC COMPONENTS SERVING THE LEASED PREMISES.

12. **Repairs by Tenant.**

a. Tenant shall, during the term of this Lease, at Tenant's expense, maintain the Leased Premises in good condition and repair, excluding only such repairs as Landlord is expressly obligated to make under this Lease. Tenant's obligation to repair shall include the obligation to maintain, service and replace, regardless of whether the need for the same is foreseen or unforeseen. Without limiting the generality of the foregoing, **Tenant agrees that its obligation to repair, maintain, service and replace shall extend to all electrical, HVAC air filters (which should be changed monthly)**, plumbing and plumbing fixtures and sewerage pipes serving the Leased Premises (including the free flow to the main sewer line), all fixtures, walls, floors, ceilings, the exterior and interior portion of all doors, windows, plate glass and store front in, upon or forming a part of the Leased Premises, and any tenant finish work or other alterations or improvements performed by Tenant. Tenant shall be responsible for damage, from whatever causes, to all glass or plate glass in the Leased Premises, for all damages to water or steam pipes in the Leased Premises caused by freezing or neglect by Tenant and for damages to the property of other tenants caused by the overflow or breakage of any such pipes.

b. Landlord may, but shall not be obligated to, make any repairs to be made by Tenant hereunder, if not promptly made by Tenant, and all such payments made by Landlord shall be treated as Operating Costs payable upon demand by Landlord, subject to an additional administrative fee equal to fifteen percent (15%) of the same.

13. **Care of Leased Premises.** Tenant shall not commit or allow any waste or damage to be committed on any portion of the Leased Premises, and at the termination of this Lease, Tenant shall deliver possession of the Leased Premises to Landlord broom clean and in good condition, ordinary wear and tear excepted.

14. **Peaceful Enjoyment.** Tenant shall have the right to peacefully occupy, use and enjoy the Leased Premises during the Lease Term, subject to the other terms hereof,

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provided Tenant pays the rent and other sums herein required to be paid by Tenant and performs all of Tenant's covenants and agreements, as described herein.

15. **Landlord's Right of Entry.** Landlord or its agents or representatives shall have the right to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same, clean or make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable. Landlord further reserves the right to show the Leased Premises to prospective tenants or brokers during the last six (6) months of the Lease Term, and to prospective purchasers or mortgagees at all reasonable times, provided prior notice is given to Tenant in each case, and Tenant's use and occupancy of the Premises shall not be materially inconvenienced. Tenant shall not be entitled to any abatement or reduction of rent by reason of the exercise of the foregoing rights on the part of Landlord.

16. **Limitation of Landlord's Liability.** Landlord's liability to Tenant shall be limited as follows:

a. Landlord shall not be liable or responsible to Tenant for any injury to person or property occurring in the parking areas, the Building, the Common Areas, or the Leased Premises unless caused by the gross negligence of Landlord, its agents, servants or employees.

b. Landlord shall not be liable or responsible to Tenant for lost profits, business interruption or any other type of incidental, consequential, or special damages caused by the making of repairs or alterations to the Leased Premises, the Building, or the Common Area, failure to provide or interruption of services, failure to make repairs, injury to person or property, or otherwise.

c. All separate and personal liability of Landlord or any partner thereof of every kind or nature, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming by, through, or under Tenant; and Tenant shall look solely to Landlord's interest in the Building and the proceeds of any insurance maintained by Landlord in connection with the Building for the payment of any claim against Landlord.

17. **Hold Harmless.** Landlord shall not be liable to Tenant, or to Tenant's agents, servants, employees, customers, invitees, or visitors for any damage to person or property caused by the negligence of Tenant or such persons, and Tenant agrees to indemnify and hold Landlord harmless from all liability and claims for any such damage. Tenant shall not be liable to Landlord, or to Landlord's agents, servants, employees, customers, invitees, or visitors for any damage to person or property caused by any negligence of

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Landlord or such persons, and Landlord agrees to indemnify and hold Tenant harmless from all liability and claims for such damages.

18. **Defaults and Landlord's Remedies.** In the event of a default by Tenant hereunder, Landlord shall have all rights and remedies allowed at law or in equity; including, but not limited to the following:

a. If any voluntary or involuntary petition under any section of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filed, Landlord may elect, upon notice of such election, to terminate this lease.

b. If Tenant defaults in the payment of any installment of the rent and does not cure the default within five (5) days after notice, or if Tenant defaults in the prompt performance of any other provision of this Lease and does not cure such other default within ten (10) days, or forthwith if the default involves a hazardous condition, after written notice by Landlord, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Leased Premises, Landlord may terminate this Lease and Tenant's right to possession of the Leased Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the Leased Premises.

c. Upon any termination of this Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord.

d. If Landlord elects to terminate Tenant's rights to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing Tenant from the obligation to pay the rent hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Landlord may re-let the Leased Premises or any part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord in its sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such re-letting. A re-

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letting for a term longer than the then-remaining Lease Term shall not constitute an acceptance by Landlord of a surrender of this Lease or a waiver of any Landlord's rights hereunder. In any such case, Landlord may make repairs, alterations and additions in or to the Leased Premises, and redecorate the same to the extent reasonably deemed necessary or desirable by Landlord, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expense of the re-letting. If the consideration collected by Landlord upon any such re-letting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of re-letting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

e. Any property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safe-keeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale.

f. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

19. **Holding Over.** If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Lease, Tenant shall thenceforth pay as Monthly Rent an amount equal to double the Rent payable to Landlord in the month preceding such holding over. In addition thereto, Tenant shall be liable for and pay to Landlord, all damages, consequential as well as direct, sustained by reason of Tenant's holding over.

20. **Condemnation.** If the Leased Premises shall be partially taken or condemned for any public purpose to such an extent as to render a portion of the Leased Premises untenantable, the rental provided for herein shall abate as to the portion rendered untenantable. In the event the whole of the Leased Premises shall be so taken or condemned, this Lease shall terminate as of the date of taking of possession. All proceeds

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from any taking or condemnation of the Leased Premises shall belong exclusively to and be paid to Landlord.

21. **Damage or Destruction to the Leased Premises.** If the Leased Premises, the Building, or the Common Area is damaged or destroyed by fire or other casualty, cause or condition whatsoever through no fault or neglect of Tenant, its agents, employees, customers, invitees, visitors or contractors so as to cause the Leased Premises to be untenable or to make it possible for Tenant to continue its normal business operations therein, a just proportion of the rent herein reserved shall abate according to the extent the full use and enjoyment of the Leased Premises are rendered impossible by reason of such damage until such time as Landlord makes such portion of the Leased Premises tenantable, or useable for Tenant's normal business operations, as the case may be. If Landlord determines that such damage or destruction cannot be repaired within one hundred and eighty (180) days so as to restore fully Tenant's full use and enjoyment of the Leased Premises, Landlord may, by written notice to the Tenant given within thirty (30) days after such damage terminate this Lease as to all the Leased Premises as of the date of such destruction, and all rent due and payable up to the time of such destruction shall be owed and paid by Tenant. If Tenant does not exercise its right to terminate after such damage, Landlord shall proceed with due diligence to restore Tenant's full use and enjoyment of the Leased Premises within one hundred eighty (180) days from the date of such destruction.

22. **Casualty Insurance.** Landlord shall maintain fire and extended coverage insurance on the Building, including additions and improvements by Tenant that are required to be made by Tenant under this Lease and which have become or are to become the property of Landlord upon vacation of the Leased Premises by Tenant. Said insurance shall be maintained with an insurance company authorized to do business in Tennessee in amounts desired by Landlord and at the expense of Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense fire and extended coverage (for example dealing with overflow of water) insurance on all of its personal property, including removable trade fixtures located in the Leased Premises and on all additions and improvements made by Tenant and not required to be insured by Landlord, and, prior to the Commencement Date, Tenant shall provide Landlord with a current certificate evidencing such coverage in a form reasonably satisfactory to Landlord. If the annual premiums to be paid by Landlord exceed the standard rates because of Tenant's operations, contents of the Leased Premises, or improvements with respect to the Leased Premises beyond building standard, including but not limited to those resulting in extra- hazardous exposure, Tenant shall promptly pay the excess amount of the premium upon request by Landlord as additional rent.

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23. **Waiver of Subrogation.** Lessor and Lessee agree, provided that such agreement does not invalidate or prejudice any policy of insurance, that, in the event the Premises or the fixtures, leasehold improvements, furniture, equipment, or merchandise therein, are damaged or destroyed by fire or other casualty which is covered by insurance of either the Lessor or the Lessee, the rights of either party, if any, against the other, or against the employees, agents or licensees of any party with respect to such damage or destruction and with respect to any loss resulting there from, including the interruption of the business of any party, are hereby waived to the extent of the coverage of said insurance. Lessor and Lessee agree further that all policies of fire, extended coverage, business interruption, all risk or other insurance covering the Premises, or the contents, fixtures, equipment and improvements thereon, shall, if obtainable, contain a clause or endorsement providing in substance that the insurance shall not be prejudiced by virtue of this waiver. Any additional premiums on account thereof shall be paid by the party benefited.

Lessee acknowledges that Lessor will not carry insurance on improvements, furniture, furnishings, trade fixtures, equipment installed in or made for or attached to the Premises by, for, or for the benefit of Lessee, and Lessee, not Lessor, will promptly repair any damage thereto or replace same.

24. **Liability Insurance.** Tenant shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Leased Premises in a combined single limit of not less than One Million Dollars (\$1,000,000.00). Such insurance shall be effected under policies satisfactory to Landlord and Landlord shall be named as an additional insured thereunder. Tenant shall furnish Landlord with a certificate evidencing such coverage that shall contain an undertaking by the insurer to give Landlord ten (10) days prior written notice of any modification or cancellation of the coverage afforded by such insurance.

25. **Subordination, Attornment and Estoppel.** This Lease is subject and subordinate to all mortgages and/or deeds of trust (collectively, the "Mortgage") now or hereafter placed upon the Building. If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such foreclosure sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, or (iii) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to

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make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage. All said elections shall be effective upon the delivery of written notice to Tenant. Tenant shall give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default, within the time permitted Landlord for cure under this Lease, Lender shall have an additional period of thirty (30) days in which to cure such default. Tenant agrees to execute any instruments evidencing such subordination and attornment as reasonably may be required by the holder of any mortgage or deed of trust on the building. Tenant shall at any time, upon not less than ten (10) days prior written request, execute and deliver in form and substance satisfactory to Landlord and any purchaser of the Leased Premises and/or any mortgagee or beneficiary under a deed of trust affecting the Leased Premises, an estoppel letter certifying such matters as said purchaser, mortgagee and/or beneficiary should reasonably request.

26. **Hazardous Substance, Generally.** The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity shall be conducted on the Leased Premises or in the Building that will produce any Hazardous Substance; (ii) the Leased Premises shall not be used in any manner for the storage of any Hazardous Substances; (iii) Tenant shall not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; and (iv) Tenant shall not permit any Hazardous Substances to be brought into the Leased Premises. If at any time during or after the term of the Lease, the Leased Premises is found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify and hold Landlord harmless from any and all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Leased Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

27. **Assignment by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building so long as the assignee assumes all of the duties of the Landlord with regard to this Lease. In such event

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and upon such transfer, no further liability or obligation shall accrue against the assigning Landlord.

28. **Assignment or Sublease.** In the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord at least sixty (60) days prior notice, which shall specify the terms and effective date thereof. Landlord shall have thirty (30) days following receipt of such notice to notify Tenant in writing that Landlord elects to either:

a. Terminate this Lease as to the space so affected as of the effective date specified by Tenant in which event Tenant will be relieved on such effective date of all further obligation hereunder as to such space

b. Permit Tenant to assign or sublet such space, subject, however, to subsequent written approval of the proposed assignee or sub-lessee by Landlord; or

c. Refuse to consent to Tenant's proposed assignment or sublease and to continue this Lease in full force and effect as to the entire Leased Premises.

No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease. Any attempted assignment or sublease by Tenant in violation of the terms and covenants of this paragraph is and shall be deemed void ab initio.

29. **Costs of Collection.** In the event that Tenant defaults in the performance of any of the terms, covenants, agreements or conditions described in this Lease and Landlord places enforcement of this Lease, or any part thereof, or the collection of any rent due or becoming due hereunder or recovery of the possession of the Leased Premises into the hands of an attorney, or files suit upon the same, Tenant shall pay all of Landlord's costs of collection, including but not limited to reasonable attorney's fees. In the event of any other litigation between the parties, the prevailing party shall be entitled to collect its attorney fees and litigation expenses.

30. **Warranties.** Each one of the Parties hereby warrants and represents that it has the right, power and capacity to enter into this Lease Agreement and to perform all of the terms hereof, and has not done and shall not do anything that will impair any other one of the Parties' rights hereunder or violate any law or the rights of any person or entity. Landlord warrants and represents that the Building and all common areas are in compliance with all applicable laws and regulations.

31. **Miscellaneous.** This Agreement may not be altered or amended, except by a writing signed by all of the Parties. Tenant shall execute any amendments to this Lease as

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may be reasonably requested by Landlord or any assign or successor in interest to Landlord or any lender having or acquiring an interest in the Building, provided such amendments do not materially and adversely affect the interest of Tenant as described herein. This Lease shall be binding upon and inure to the benefit of any assign or successor in interest to Landlord, and to the extent any assignment may be approved by Landlord hereunder, Tenant's successors and assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other. Time is of the essence of this Lease. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee and venue shall lie with the courts of Nashville-Davidson County, Tennessee. This Lease and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between the parties hereto. The invalidity or unenforceability of a particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted. Any payment or notice required or permitted hereunder shall be deemed to have been duly made or given when personally delivered or deposited in the United States Mail, postage prepaid, and addressed to Landlord at the address specified in the Schedule and to Tenant at any of the addresses specified for Tenant in the Schedule

IN WITNESS WHEREOF, we warrant our individual capacity to sign, our authority to bind ourselves and / or the person or entity we purport to represent and freely execute this Lease, which shall be deemed effective as of that date last signed below

LANDLORD: _____ Date: ____/____/____

TENANT: _____ Date: ____/____/____

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GUARANTY

I hereby unconditionally guarantee the prompt, punctual and full payment of the rent and all other sums due and payable unto Landlord by Tenant under the terms of this Lease and, in accordance with the terms and tenor thereof, unconditionally guarantees prompt, punctual and full performance by Tenant of any and all of the agreements, covenants, terms and conditions that Tenant has agreed to perform under this Lease. This guaranty is continuing and unlimited as to amount and survives the expiration or termination of this Lease.

GUARANTOR: _____ Date: ____/____/____

WITNESS: _____ Date: ____/____/____

INITIALS _____



MARATHON VILLAGE

RULES AND REGULATIONS

1. The Leased Premises and all portions thereof, including vestibules, entrances, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition at all times. Tenant shall keep the outside areas immediately adjoining the Leased Premises clean and free from snow, ice, dirt, trash and rubbish.
2. All trash, refuse and waste materials shall be stored within the Leased Premises or in such locations as Landlord may designate and regularly removed at Tenant's expense and until removal shall be stored: (a) in adequate containers therefor, which containers shall be located as Landlord may from time to time designate so as to not be visible to the general public shopping on the site; and (b) so as to not constitute any health or fire hazard or nuisance. In the event that Tenant has not performed such trash, refuse or waste removal, Landlord may remove same and Tenant shall pay to Landlord the cost plus 25% overhead for such removal. No burning of trash, refuse and waste materials shall be allowed. Cardboard boxes shall be smashed / compacted when placed in dumpster in order to maximize space usable by other Tenants, etc.
3. Tenant shall acquire all necessary and / or proper governmental permits for build-out of the Leased Premises.
4. Tenant shall stock in the Leased Premises only such goods, wares, merchandise or other property as are reasonably required in connection with Tenant's business operations in the Leased Premises and not use any portion of the Leased Premises for storage or warehouse purposes beyond such needs.
5. Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed and not to dispose of any noxious, damaging or injurious substances thereby.

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6. Tenant shall not use any sidewalks, walkways or other Common Areas of the Building or any vestibules, entrances or returns located within the Leased Premises for the keeping, displaying, advertising or sale of any merchandise or other object, without the prior written consent of Landlord.

7. Without prior, written permission from Landlord, Tenant shall not install on or about the Leased Premises any exterior lighting, amplifiers or similar devices and not use in, on or about the Leased Premises any advertising medium which may be heard or experienced outside the Leased Premises, such as flashing lights, searchlights, loudspeakers, phonographs, television or radio broadcasts or permit live entertainment on or about the Leased Premises. Tenant shall not use the Leased Premises as a recording studio without proper soundproofing. Tenant's soundproofing materials must be approved by Landlord in advance of installation.

8. Tenant shall not install a television or other antenna upon or within the Leased Premises or any building or improvement in the Building without the prior written permission from Landlord. If Tenant connects with any master antenna provided by Landlord, then Tenant shall furnish and install any and all wiring and booster systems related to such connection and the operation within the Leased Premises of television receivers, and Tenant shall pay to Landlord such reasonable connection and subscription charges as may be deemed appropriate by Landlord.

9. Without prior, written permission from Landlord, Tenant shall not operate for use by the general public any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities. Tenant may install said vending machines or devices for use only by Tenant, its agents and employees, provided said installation is in a non-sales area not visible to the general public.

10. Tenant shall not permit the extermination of vermin to be performed in, on or about the Premises except by a company designated by Landlord and at times reasonably designated by Landlord. Exterminator permitted upon reasonable notice.

11. Tenant shall use its best efforts to cause all trucks servicing its store to load and unload prior to the earliest hours of operating for business to the general public of any store or office in the Building. Delivery service during business hours shall be permissible, provided such delivery service does not, in the reasonable opinion of Landlord, constitute a nuisance to the operation of the Building. All deliveries or shipments of any kind to and from the Leased Premises shall be made only by way of the

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rear of the Leased Premises or at such locations as may be specifically designated by Landlord.

12. No sign, picture, advertisement, or notice shall be displayed, inscribed, painted or affixed, on any part of the outside or inside of said building, or on or about the Leased Premises hereby demised, except on the doors and windows and in such size, style and materials as shall be first specified by the Landlord in writing. No "For Rent" signs shall be displayed by Tenant, and no showcases, or obstructions, signs, flags, barber poles, statuary or any advertising device of any kind whatever shall be placed in front of the Building or in the passageways, halls, lobbies, or corridors thereof by the Tenant. Landlord shall have the unlimited and immediate right to remove any such showcases, obstructions, signs, flags, barber poles, statuary or advertising devices and all signs other than those provided for, without the need of further prior notice to and at sole expense of the Tenant.

13. Without prior, written permission from Landlord, Tenant shall not put up or operate any steam engines, boiler machinery or stove upon the Leased Premises or carry on any mechanical business thereon or do any cooking thereon or use or allow to be used upon the Leased Premises, oil, burning fluids, camphene, kerosene for heating, warming or lighting, or anything (except gas or incandescent electric lights and those only of such company or companies as may be supplying the building) for illuminating the Leased Premises. No article deemed extra hazardous on account of fire and no explosives shall be brought into said Leased Premises. Tenant shall not use any flammable materials for Tenant's build-out.

14. No additional locks shall be placed upon any doors of the Leased Premises. Upon the termination of the Lease the Tenant shall surrender to the Landlord all keys for the Leased Premises. All locks must be and remain keyed to fit Landlord's master key.

15. Safes, furniture, boxes or other bulky articles shall be carried into the Leased Premises only with prior, written permission from the Landlord and then only by means of elevators, if operable, by the stairways or through the windows of said building as the Landlord may in writing direct, and at such times and in such manner and by such persons as the Landlord may direct. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord and any damage done to the Building or to tenants or to other persons resulting from the movement of safes or other heavy articles in or out of the Leased Premises or from overloading of a floor on in any other manner shall be paid for by the Tenant owning or using said safes or articles. Tenant should exercise special care to prevent damage to the premises.

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16. If Tenant desires telegraphic or telephonic connections, or the installation of any other electrical wiring, the Landlord will, upon receiving a written request from the Tenant, direct the electricians as to where and how the wires are to be introduced and run. No boring, cutting or installations of wires is permitted, except under the direction of Landlord. Location and installation of all phone lines and systems must be approved by Landlord in advance. Tenant is responsible for getting qualified phone personnel and for payment of such services.

17. The Tenant shall not allow anything to be placed against or near the glass in the partitions, between the Leased Premises and the halls or corridors of the Building which might diminish the light in, or prove unsightly from the halls or corridors.

18. No electric current, intended for light or power purposes, shall be used by the tenants in any atypical manner or brought into the Building, except where furnished or approved by the Landlord, installed by a licensed electrician and approved by Metro-Nashville Codes.

19. When leaving the Leased Premises unoccupied overnight or for an extended time, Tenant shall see that all windows are closed, thus avoiding possible damage from fire, storm, rain or freezing temperatures. Tenant shall not allow anything to be placed on the outside window ledges of the Leased Premises, nor shall anything be thrown by the Tenant, or his employees, out of the windows of the building. Materials are not allowed on window ledges; no signage without approval.

20. The plumbing facilities shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant who, or whose employees, agents, visitors or licensees, shall have caused the same.

21. Tenant shall not, itself, or permit others to bring any bicycle or other vehicle or animal, except for a specially-trained service animal, into the offices, halls corridors, elevators or any other parts of the Building. Tenant shall be responsible for any clean-up for required.

22. Tenant shall not, itself, or permit others to disturb by means of any electrical or mechanical equipment (which should be installed with dampers to prevent vibration), musical instrument, unseemly noise, whistling, singing or any other way the use and occupancy of the Building by others.

23. Tenant shall not use the Building for lodging or sleeping or for any immoral or illegal purpose or for any purpose that might damage the Building.

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24. Tenant shall not, itself, or permit others: to obstruct the entrances, corridors, passages, stairways, elevators or other means of ingress and egress for the Building; to canvas, solicit or peddle anything in or around the Building, or; to use hand-trucks or loading equipment anywhere but designated loading docks. Tenant shall not park cars or other long-term vehicle use in dock.

25. Tenants shall be responsible for the cost of all HVAC air filters, light bulbs, tubes, etc., within the Leased Premises.

26. Flow meters must be installed in any space with restaurant, photographic or other high water use purposes, and Tenant shall be solely responsible for payment of water costs measured by said flow meter.

27. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care and cleanliness of the Building, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

28. Tenant shall check the return air filter on the Heating/Cooling system ("HVAC") on a monthly basis *and* replace HVAC filters every 90 days, or earlier if / when they are found to be dirty. Clean filters reduce utility bills and will keep your HVAC system happy. Tenant shall be responsible for all repairs if filters are not changed accordingly.

LANDLORD: _____ Date: ____/____/____

TENANT: _____ Date: ____/____/____

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