

LEASE AGREEMENT

Ashland City, TN

THIS LEASE AGREEMENT (the “**Lease**”) made as of _____, 2022, by and between **OWEN PLACE PARTNERS**, a Tennessee General Partnership with a mailing address of 1113 Haverhill Drive, Brentwood, Tennessee 37027 (“**Landlord**”), and **THE TOWN OF ASHLAND CITY, TENNESSEE**, a Tennessee municipality, with its principal office and place of business located at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015 (“**Tenant**”).

WITNESSETH:

WHEREAS, Tenant desires to lease certain premises containing approximately 10,000 rentable square feet, commonly known as Suite 128, located in the building situated at 232 Hutton Place, Ashland City, Tennessee 37015 (the “**Building**”), together with all other improvements therein, including all easements, rights of way and appurtenances thereto (hereinafter, collectively referred to as the “**Leased Premises**”); and

WHEREAS, Landlord desires to lease to Tenant the Leased Premises on the terms and conditions contained in this Lease.

NOW, THEREFORE, for valuable consideration and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I TERM

1.1 Landlord does hereby demise and lease unto Tenant, and Tenant does hereby take and hire from Landlord, the Leased Premises upon the terms and conditions set forth in this Lease.

1.2 The term of the Lease (the “**Lease Term**”) shall commence on January 1, 2023 (the “**Commencement Date**”) and be for a period of approximately two (2) years from the Commencement Date and expiring on December 31, 2024 (the “**Expiration Date**”). In addition, the Lease Term shall include any and all renewals and extensions of this Lease. “**Lease Year**” as used in this Lease, means a period of twelve (12) consecutive calendar months, or a portion thereof falling within the Term, with the first Lease Year commencing with the first day of the first full calendar month beginning on or after the Commencement Date and each subsequent Lease Year commencing on each anniversary during the Term of the first day of the first Lease Year. If the Commencement Date is on a day other than the first day of a calendar month, the period from the Commencement Date to the beginning of the first full calendar month of the Lease Term shall be treated as if it were part of the first Lease Year under this Lease for all purposes. The payment of rent as set forth below shall commence on the Commencement Date.

1.3 Tenant shall have the option to renew the Lease for up to two additional one (1) year terms, which may be exercised at the sole discretion of Tenant. To exercise any such

renewal option, Tenant must give written notice to Landlord not less than three (3) months prior to the expiration of the current term then in effect. Upon such timely notice, the Lease shall thereupon be extended for an additional one (1) year term. The renewal terms shall be subject to the terms and conditions of this Lease; provided that Base Rental shall be as provided in the Article below as applicable. Upon failure by Tenant to timely exercise any right to renew the Lease, all further renewal rights of Tenant shall immediately terminate.

ARTICLE II RENT

II.1 During the initial Lease Term (Years 1 through 2) (the “**Initial Lease Term**”) of this Lease, Tenant shall pay to Landlord as rent a base amount as follows (the “**Base Rental**” or “**Rent**”) based on 10,000 square feet:

Years 1-2: \$48,000.00 annually \$4,000.00 monthly

II.2 Rent shall be payable in monthly installments to Landlord at the address set forth in the introductory paragraph above due on the first day of each month without notice. All Rent or other payments due hereunder, if not paid within ten (10) days of the due date, shall incur a 10% late fee. Rent shall first become due and payable on the Commencement Date. If the Commencement Date is on a day other than the first day of a calendar month or if the Lease Term ends on a day other than the last day of a calendar month, Rent shall likewise be apportioned pro-rata on a per diem basis for the partial calendar month.

II.3 For the renewal terms, the Base Rental payable for each such extended term shall be as follows:

Years 3: \$50,400.00 annually \$4,200.00 monthly

Years 4: \$51,600.00 annually \$4,300.00 monthly

ARTICLE III MAINTENANCE AND REPAIRS

III.1 Landlord, at Landlord’s expense, shall maintain in compliance with all applicable laws, ordinances, and restrictions of record and in good condition, repair and replace, the roof, foundation, load bearing walls, exterior walls and all other structural elements of the Building and improvements located on the Leased Premises, and the stormwater drainage system, conduits for water, plumbing, and electricity up to the point of connection at the Premises, common areas, driveways and walkways. To the extent known by Tenant, Tenant shall give Landlord written notice of any repairs or replacements required by Landlord pursuant to this paragraph, after which Landlord shall have a reasonable period of time to complete the required repairs or replacements; provided, however Landlord shall complete any such repairs or replacements within thirty (30) days following receipt of written notice from Tenant, except in the event of an emergency when Landlord shall immediately complete any such repairs or replacements. Notwithstanding the above, Tenant shall have the right to perform any required maintenance,

repairs and replacements to any portion of the building or improvements located on the Leased Premises provided that Tenant has obtained Landlord's prior written approval, which approval or disapproval shall be given within thirty (30) days following Tenant's written request therefor; provided, however, in the event of an emergency, Landlord shall immediately provide its approval or disapproval. In the event Landlord fails to respond within thirty (30) days or immediately in the event of an emergency, Landlord shall be deemed to have granted its consent to Tenant to perform the repairs. In the event Tenant completes any such repairs, Tenant shall be entitled to offset the cost from the immediately succeeding Rent payments. Notwithstanding the foregoing, Landlord represents and warrants to Tenant that, as of the Commencement Date, the HVAC system and all other building systems (including mechanical and electrical) located upon the Leased Premises are in good and sufficient working order for Tenant to engage in its Permitted Use. For purposes of this Section, emergency shall mean any condition or set of conditions which, under Tenant's reasonable judgment, present a risk to the health or safety of any occupant or invitee or imminent material damage to property at the Leased Premises.

III.2 In the exercise of its obligations under this paragraph Landlord shall use all reasonable efforts not to adversely affect the ingress and/or egress to the Leased Premises or to interrupt the operation of Tenant's business at the Leased Premises. In the event that ingress and/or egress is materially affected or Tenant's business is unreasonably interrupted so as to negatively impact the ability of Tenant to conduct its regular business operations, and either such interference or interruption continues for at least three (3) days, Rent shall abate for the period during which such condition shall continue beyond the first three (3) days until such condition is remedied.

III.3 Except only those repairs for which Landlord is responsible under this Article, Tenant, at Tenant's cost and expense, shall maintain in good repair and condition all other interior parts of the Leased Premises and used in conjunction with the Permitted Use, ordinary wear and tear for the Permitted Use and loss by fire or other casualty excepted. Tenant shall maintain a semi-annual services agreement for the maintenance of the HVAC systems by a reputable service company. Tenant shall be responsible for all repairs of the HVAC systems during the Lease Term, including during any renewal term.

ARTICLE IV ALTERATIONS AND IMPROVEMENTS

IV.1 Tenant will not make or permit anyone to make any alterations, additions, improvements or other changes (collectively, the "**Improvements**"), structural or otherwise, in or to the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned; however, Tenant shall have the right, without obtaining Landlord's consent, to perform any such Improvements to the Leased Premises that do not permanently affect the building's or other improvements' systems or structure and cost less than \$10,000. Any Improvements shall be made at Tenant's expense. At the time Landlord's approval of any Improvements is sought, Tenant shall submit to Landlord, plans and specifications for such Improvements with a statement of the estimated cost of such work. The Improvements shall be completed in a good and workmanlike manner with new and good materials and workmanship. Tenant shall not be required to remove the Improvements or to restore the Leased Premises to its original condition at the end of the Lease Term.

IV.2 All Improvements which are made by or on behalf of Tenant, whether real or personal, shall be Tenant's property. Tenant may, but shall not be required to, remove its Improvements upon expiration or termination of this Lease, as long as Tenant repairs any material physical damage resulting from such removal. In the event Tenant elects to not remove any of the Improvements, then such improvements shall remain on the real property upon expiration or termination of the Lease and shall become the property of Landlord.

IV.3 Tenant shall have no authority to cause or permit a mechanic's, construction or other lien to arise or be perfected with respect to the Leased Premises or any part thereof. If any mechanic's, construction or other lien is filed against the Leased Premises, or any part thereof, by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be canceled and discharged of record or bonded over within thirty (30) days, and Tenant will promptly and expressly notify Landlord of same within 24 hours of satisfaction of lien at issue. Further, Tenant shall indemnify and hold Landlord harmless from and against any loss which Landlord may sustain by reason of any such liens being filed against the Leased Premises; including any reasonable attorney's fees paid by Landlord as related to such lien.

ARTICLE V SIGNS AND FURNISHINGS

V.1 Tenant shall have the right to install signage on the front of the Leased Premises. Except for the aforementioned, no sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior of the Building (including Tenant's windows and doors) that has not been approved by Landlord. Approval shall not be unreasonably withheld. All of Tenant's signs shall be (a) installed after Tenant has obtained, at Tenant's sole cost and expense, all permits, approvals, and licenses required therefor, and delivered copies thereof to Landlord, and (b) at Tenant's sole cost and expense, installed, maintained, repaired and replaced in a first-class manner. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Leased Premises to sell or lease the Leased Premises during the six (6) month period immediately prior to the expiration of the Lease Term if notice to renew has not been provided pursuant to the terms of this Lease.

ARTICLE VI OWNERSHIP AND POSSESSION

VI.1 Landlord represents and warrants that Landlord is the sole owner in fee simple of the Leased Premises, has good and marketable title thereto, has full right to lease the Leased Premises for the Lease Term. Tenant shall have the right to peacefully occupy, use and enjoy the Leased Premises during the Lease Term and any extensions thereof, subject to the terms of this Lease, provided Tenant pays the Rent and other sums herein required to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. Additionally, Landlord agrees to use its best efforts at all times to not obstruct the means of ingress and egress between the Leased Premises and a public street or public highway and, in exercising Landlord's rights and performing Landlord's obligations under this Lease, Landlord shall use its commercially reasonable efforts to not limit or impair Tenant's business operations, nor the Premises parking area availability for Tenant and its customers, nor the access to or visibility of the storefront of

the Premises. Notwithstanding the foregoing, Tenant acknowledges that buildings will be constructed on the outparcels in front of the shopping center.

VI.2 Upon not less than twenty-four (24) hours prior notice (except in the case of an emergency, where no notice is required), Landlord or its agents or representatives shall have the right to enter into and upon any part of the Leased Premises from time to time at reasonable hours to inspect the same 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, if notice to renew has not been provided, and to prospective purchasers or mortgagees at all reasonable times, provided that prior notice is given to Tenant in each case, and Tenant's use and occupancy of the Leased 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.

ARTICLE VII PERMITTED USES

VII.1 Tenant shall use and occupy the Leased Premises solely for operation of office and official Town of Ashland City business uses (the "**Permitted Use**"). Tenant shall not occupy or use the Leased Premises, or permit any portion of the Leased Premises to be occupied or used, for (i) any retail operations, or (ii) business or purpose that is unlawful, or permit anything to be done that would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents. Tenant acknowledges that a breach of the foregoing shall be an immediate event of default and shall entitle Landlord to any and all remedies available to it at law or equity; specifically including, but not limited to, injunctive relief.

VII.2 Tenant's employees shall have access to the Premises seven (7) days per week, twenty-four (24) hours per day.

ARTICLE VIII LAWS, REGULATIONS AND RULES OF BUILDING

VIII.1 Tenant shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Leased Premises. Otherwise, Landlord shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Building.

ARTICLE IX INTENTIONALLY OMITTED

ARTICLE X WAIVER OF CLAIMS AND INDEMNITY

X.1 Tenant shall protect, indemnify and save Landlord and its officers, agents, servants and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of or in connection with Tenant's use or occupancy of the Leased Premises, or arising from an act or negligence of Tenant, or its agents, contractors,

servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant and are not caused by the negligent or willful misconduct of Landlord or its contractors, agents or employees.

X.2 Landlord shall protect, indemnify and save Tenant and its officers, agents, partners and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of any negligent or intentional act or willful misconduct of Landlord, or its agents, contractors, servants, employees or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Landlord and Tenant hereunder.

X.3 The indemnification obligations under this Article shall survive the expiration or termination of this Lease with respect to matters arising in or attributable to the Lease Term.

ARTICLE XI DAMAGE OR DESTRUCTION

XI.1 If the Leased Premises are totally or partially damaged or destroyed from any cause, thereby rendering the Leased Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Leased Premises to substantially the same condition it was in prior to such damage; provided however, that if in Landlord's reasonable judgment such repairs and restoration cannot be completed within six (6) months after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), or if such damage or destruction occurred within one (1) years prior to the expiration of the Lease Term, then Landlord or Tenant shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to the other within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated in accordance with the above procedure, then Base Rental payable hereunder shall be apportioned and paid to the date of said damage or destruction. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Leased Premises are substantially complete and the Leased Premises are returned to a tenantable condition, the Base Rental shall be abated as to that portion of the Leased Premises which is unsuitable for occupancy by Tenant. If this Lease is not terminated as a result of such damage or destruction, then except as otherwise specified in Section 11.2. Landlord shall bear the cost and expenses of such repair and restoration of the Leased Premises (but not in excess of actual insurance proceeds received by Landlord).

XI.2 Notwithstanding anything above to the contrary, it shall be Tenant's sole responsibility to repair, restore or replace any trade fixtures, furnishings, equipment or personal property belonging to Tenant to substantially their same condition prior to such damage or destruction.

ARTICLE XII CONDEMNATION

XII.1 If the whole or a substantial part (as hereinafter defined) of the Leased Premises, or the use or occupancy of the Leased Premises, shall be condemned or taken by eminent domain by any governmental authority or other entity for any public or quasi-public use or purpose (including a sale thereof under threat of such condemnation or taking), then this Lease shall terminate on the date of taking, and all Rent payable hereunder shall be apportioned as of such date.

If less than a substantial part of the Leased Premises, or if the use or occupancy of less than a substantial part of the Leased Premises, is condemned or taken by eminent domain by any governmental or other entity for any public or quasi-public use or purpose (including a sale thereof under threat of such condemnation or taking), then this Lease shall continue in full force and effect as to the portion of the Leased Premises not so condemned or taken, except that as of the date of taking, Tenant shall not be required to pay Base Rental and Additional Rental with respect to the portion of the Leased Premises condemned or taken (and an appropriate allocation of Base Rental and Additional Rental shall be made with respect to the portion of the Leased Premises so condemned or taken). For purposes of this Section, a substantial part of the Leased Premises shall be considered to have been condemned or taken if more than twenty percent (20%) of the rentable area of the Leased Premises is rendered unusable as a result of such condemnation or taking.

XII.2 Landlord and Tenant shall each be entitled to compensation for the appropriation of their respective interests in such taking. The compensable interest of each shall be determined by the law of the state in which the Leased Premises are located, and if allowed under such state law, Tenant may make and pursue its own separate award and claim for compensation and damages.

ARTICLE XIII DEFAULT

XIII.1 Should (A) default be made by Tenant in the payment of the Rent herein reserved, or any part thereof, when and as herein provided, and such default shall continue for five (5) days after written notice thereof from Landlord to Tenant, (B) Tenant default in the performance, fulfillment or observance of any of Tenant's other covenants, conditions or agreements herein contained, and such default shall continue for twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within twenty (20) days, Tenant shall not be deemed in default provided Tenant has promptly commenced the cure and diligently pursues the cure to completion thereafter, or (C) Tenant becomes the subject of voluntary or involuntary proceedings under the federal or state bankruptcy statutes in effect from time to time, then Landlord may thereafter, without further notice or demand, (i) terminate Tenant's right to possession without terminating this Lease and enter the Leased Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the Rent or other charges to be paid or the covenants to be performed by Tenant hereunder for the full Lease Term, and Landlord shall thereafter lease or sublease the Leased Premises for such rent as Landlord may reasonably obtain, crediting Tenant with the rent so obtained after deducting the reasonable costs Landlord incurs by such re-entry, leasing or subleasing, with Tenant paying the shortfall between the rent obtained by Landlord and the Rent, if any, as the Rent becomes due and payable, or (ii) terminate this Lease and

reenter and take full and absolute possession of the Leased Premises free from any further right or claim by or against Tenant.

XIII.2 Tenant shall give Landlord written notice of any default by Landlord in the performance of any covenant or obligation to be kept or performed hereunder, and if such default continues for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying such default, then and in such event, Tenant, at its election, may take any action as is reasonably necessary to cure such default and thereafter deduct the amount so spent from Rent due or to become due hereunder. Notwithstanding any provision herein to the contrary, in the event Landlord fails to perform any obligation hereunder which materially and adversely impairs the Tenant's business operations in the Premises, or renders the Premises untenable, in excess of three (3) business days, thereafter, in addition to any remedies provided at law or equity to Tenant, all Base Rent shall abate on a per diem basis from the date of such default until the date of cure. All such remedies shall be cumulative and in addition to all other remedies available to Tenant under applicable law.

ARTICLE XIV CONDITION OF PREMISES

XIV.1 Tenant accepts the Leased Premises in its present condition.

ARTICLE XV HOLDING OVER

XV.1 If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the Lease Term, then Tenant shall be deemed a tenant of the Leased Premises from month-to-month subject to all the terms and provisions hereof, except as to the term of this Lease and except that Tenant shall pay Rent for each month after the expiration of the Lease Term at a rate of one hundred fifty percent (150%) of the Rent payable on the last month of the Lease Term, computed on a daily basis for each day that Tenant remains in possession. Except for the Lease Term and the increased Rent, all other terms and conditions of this Lease shall remain in full force and effect during the holdover period. Landlord's acceptance of Rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Leased Premises may be terminated by Landlord at any time upon thirty (30) days prior written notice.

ARTICLE XVI INSURANCE

XVI.1 Tenant shall, at all times during the Lease Term, maintain and pay for a policy or policies of Commercial General Liability Insurance against claims for bodily injury, personal injury and property damage based upon or arising out of its ownership, use, occupancy or maintenance of the Leased Premises in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00). Such insurance shall be issued by a company or companies authorized to do business in the State in which the Leased Premises is located. Tenant shall maintain such additional insurance policies which Tenant determines are reasonable and customary for its operations at the Leased Premises. The liability policies held by Tenant with

respect to the Leased Premises shall name Landlord as an additional insured. Tenant shall, prior to taking possession of the Leased Premises, deliver to Landlord certificates evidencing the insurance referred to above, and Tenant shall deliver to Landlord certificates evidencing said insurance within twelve (12) days of initial delivery of said evidence of insurance consecutively in this manner for the entire term of this Lease.

XVI.2 Landlord shall obtain and keep in force a policy or policies of insurance insuring against “all risks” in the full insurable replacement cost of the Leased Premises, and such other insurance, if any, customarily maintained by owners of buildings comparable to the building located on the Leased Premises.

XVI.3 Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Leased Premises or to the contents thereof, which loss or damage is covered (or is required hereunder to be covered) by valid and collectible physical damage insurance policies.

ARTICLE XVII SUBORDINATION AND ATTORNMENT

XVII.1 Tenant agrees to, and will upon written demand by Landlord, execute such documents as may be required to subordinate the rights and interests of Tenant created by this Lease to the lien of any mortgage, deed of trust, ground lease or other instrument at any time placed upon the Leased Premises, provided that any such mortgagee, trustee, ground Landlord or other party shall first be required to recognize Tenant’s interest in the Leased Premises, and shall provide that in the event of foreclosure of any such instruments, this Lease shall remain in full force and effect barring breach or default by Tenant, the intent and purpose of this paragraph being that Tenant will agree to attorn to the mortgagee, trustee, ground Landlord or other party as Landlord in the event of foreclosure provided Tenant may continue to use and occupy the Leased Premises during the Lease Term as long as Tenant makes the rental payments provided for under this Lease to Landlord or its successors or assigns, and performs all of the other terms and obligations imposed upon Tenant by this Lease.

ARTICLE XVIII BROKERS

XVIII.1 Landlord and Tenant each represent and warrant to the other that neither of them has employed or dealt with any broker, agent or finder in connection with this Lease. Each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys’ fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this Lease as a result of the actions of the indemnifying party.

ARTICLE XIX ASSIGNMENT AND SUBLETTING

XIX.1 Except as set forth herein, Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or all or substantially all or any of Tenant’s rights hereunder or sublet any

of the Leased Premises or experience a change in control, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

XIX.2 Notwithstanding anything to the contrary contained herein, and provided Tenant is not in default hereunder, Tenant may, without obtaining the prior written consent of Landlord, assign or otherwise transfer this Lease, or any part thereof, or any interest hereunder, to any affiliate of Tenant. Tenant shall, by notice in writing, advise Landlord of its intention to assign this Lease, or any part thereof, or to sublet or license part or all of the Leased Premises for the balance or any part of the Lease Term. Tenant's notice shall state the name and address of the proposed assignee, subtenant, or licensee and a copy of the proposed assignment, sublease or license shall be delivered to Landlord with Tenant's notice thirty (30) days prior to the proposed commencement date of subsequent assignee, subtenant, or licensee.

XIX.3 If at any time during the Lease Term, Tenant desires to transfer, assign or sublet any of the Leased Premises, then in connection with Tenant's request to Landlord for Landlord's consent thereto, Tenant shall give notice to Landlord in writing of the identity of the proposed assignee or subtenant and its business, the terms of the proposed assignment or subletting, the commencement date of the proposed assignment or subletting and shall pay a \$1,000 transfer fee to Landlord. Tenant shall also transmit therewith the most recent financial statement or other evidence of financial responsibility of such assignee or subtenant and a certification executed by Tenant and such proposed assignee or subtenant stating whether or not any premium or other consideration is being paid for the proposed assignment or sublease.

XIX.4 Any subletting, licensing or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue to be fully liable thereunder. Any subtenant, licensee or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet, licensed or assigned, and Tenant shall deliver to Landlord within twenty-four (24) hours after execution, an executed copy of each such sublease, license or assignment. Any sale, assignment, mortgage, transfer, licensing or subletting of this Lease which is not in compliance with the provisions of this paragraph shall be of no effect and void.

ARTICLE XX ENVIRONMENTAL PROVISIONS

XX.1 Landlord recognizes that Tenant in the normal and ordinary course of its business may use and utilize Hazardous Materials (defined below). Tenant agrees to comply with all legal requirements applicable to the use, utilization, handling, storage and transportation on the Leased Premises of any Hazardous Materials used in the normal and ordinary course of their business.

XX.2 Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from any and all claims, losses, liabilities, penalties, costs or expenses of any kind or nature whatsoever, including without limitation, attorney, consultant and expert fees which may at any time during or after Tenant's occupancy, be asserted or imposed against Landlord and which Landlord establishes arise out of and are caused by the Release, threatened Release or migration of Hazardous Materials onto, under, from or upon the Leased Premises occurring during the

Lease Term or any extension and caused by Tenant or by any of Tenant's employees, agents, contractors, invitees, subtenants, or licensees (hereinafter collectively referred to as the "**Tenant Parties**"). Landlord shall fully cooperate with Tenant in responding to any such claim, order or other legal action.

"**Hazardous Materials**" means (A) pollutants, contaminants, pesticides, petroleum or petroleum products, radioactive substances, solid wastes or hazardous or extremely hazardous, special, dangerous, or toxic wastes, substances, chemicals or materials within the meaning of any Environmental Law, including any "hazardous substance" as defined in or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Sec. 9601, et seq., as amended and reauthorized ("**CERCLA**"), and any "hazardous waste" as defined in or under the Resource Conservation and Recovery Act, 42 U.S.C., Sec. 6902, et seq. ("**RCRA**"), and all amendments thereto and reauthorizations thereof; and (B) any other pollutants, contaminants, hazardous, dangerous or toxic chemicals, materials, wastes or other substances, including any industrial process or pollution control waste or asbestos, which pose a hazard to the environment or the health and safety of any person. "**Release**" means any spill, discharge, leach, leak, emission, escape, injection, dumping, pouring, emptying, disposal or other release of any materials, wastes or substances into the environment, whether or not notification or reporting to any governmental authority was or is required, including any Release which is subject to Environmental Laws. "**Environmental Laws**" means all federal, state and local statutes, regulations, ordinances, rules and policies, all court and administrative orders and decrees, all arbitration awards, and the common law, which pertain to environmental or natural resource matters or contamination of any type whatsoever.

ARTICLE XXI UTILITIES

XXI.1 Landlord represents and warrants to Tenant that the Leased Premises presently are directly served by sewer, stormwater drainage system, water, gas, electricity, telephone and internet. Tenant shall pay for all sewer, water, gas, electricity and telephone and internet services used exclusively by Tenant in or about the Leased Premises during the Lease Term, and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Leased Premises during the Lease Term. Landlord shall not be liable in the event of any interruption or failure of utilities or any other service to the Leased Premises, unless caused by Landlord's, its contractors' or employees' negligence or willful misconduct; in which event, Rent reserved hereunder shall abate during the period of any such interruption or failure.

ARTICLE XXII OBLIGATION TO MITIGATE

XXII.1 Landlord and Tenant will each have the duty and obligation to mitigate, in a reasonable manner, any and all damage that may or will be caused or suffered by virtue of the other's defaults under, or violating, any of the terms and conditions of this Lease.

ARTICLE XXIII INTENTIONALLY OMITTED

**ARTICLE XXIV
GENERAL PROVISIONS**

XXIV.1 This Lease may not be altered or amended, except by an instrument in writing signed by both Landlord and Tenant. Tenant agrees that it shall execute such further amendments to this Lease as may be reasonably requested by any future holder of a first mortgage on the Leased Premises, provided such amendments do not materially and adversely affect the interest of Tenant hereunder.

XXIV.2 This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and to the extent assignment may be approved by Landlord hereunder, Tenant's successors and assigns.

XXIV.3 The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

XXIV.4 This Lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.

XXIV.5 This Lease, including the Exhibits attached hereto, contains and embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings and discussions between the parties hereto with respect to the subject matter hereof. Any representation inducement, warranty, understanding or agreement that is not contained in this Lease shall not be of any force or effect.

XXIV.6 Any payment or notice required or permitted hereunder shall be deemed to have been duly made or given when personally delivered or received via the United States mail, or express mailed with a widely recognized, reputable overnight carrier, postage prepaid, and addressed to Landlord at the address specified in the preamble, and to Tenant at the address specified in the preamble until the commencement of the Lease Term and thereafter at the address of the Building, or to such other address as either party may have previously furnished in writing to the other party.

XXIV.7 Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant.

XXIV.8 Time is of the essence with respect to each of Tenant's obligations under this Lease.

XXIV.9 This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

XXIV.10 This Lease shall not be recorded except upon the request of Landlord or Tenant, whereupon Landlord and Tenant shall execute, in recordable form, a short form memorandum of this Lease. Such memorandum may be recorded at the expense of the party

requesting the recordation in the land records of the jurisdiction in which the Leased Premises are located.

XXIV.11 The provisions of this Lease are severable, such that the invalidity, illegality or unenforceability of a provision shall not affect the validity, legality or enforceability of the remaining provisions. Should any provision be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be amended immediately by Landlord and Tenant in such a manner to make it valid, legal and enforceable, but keeping it as close to its original meaning as possible.

XXIV.12 This Lease may be delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file and the signature thereon shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first written above.

LANDLORD:

OWEN PLACE PARTNERS

By: _____
Name: Rick Morrow
Title: Partner

TENANT:

THE TOWN OF ASHLAND CITY

By: _____
Name: _____
Title: _____