

# *Commercial Condominium in the Heart of Bellevue*



(615) 517-7675



[www.mclmoreauction.com](http://www.mclmoreauction.com)



[will@mclmoreauction.com](mailto:will@mclmoreauction.com)

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## LEASE APPLICATION

Tenant Name: Sean Quarles  
 Name of Company: MUSIC CITY SCUBA  
 Type of Company (Check): Sole Proprietorship ☒ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_  
 Year Business Established: 2012 Number of Employees (Including officers) 1  
 Current Address: 793 Goodpasture Tr. NASH/TN/37221  
 Number & Street City/State/Zip Code  
 Telephone: (615) 516-6115 Facsimile: ( ) \_\_\_\_\_  
 Current Landlord: Homebased Landlord Telephone: ( ) \_\_\_\_\_  
 Years in current location: 2 Square foot leased: \_\_\_\_\_ Monthly rental amount \$1650  
**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: <u>SEAN QUARLES</u>	2) Name: _____
Home Address: <u>793 Goodpasture Tr.</u>	Home Address: _____
City/State/Zip: <u>NASH, TN, 37221</u>	City/State/Zip: _____
Phone #: <u>(615) 516-6115</u>	Phone #: _____
Social Security # or EIN #: <u>412-19-5733</u>	Social Security #: _____
Email Address: <u>info@musiccityscuba.com</u>	Email Address: _____

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, SEAN QUARLES, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: [Signature] ADDITIONAL Signature: \_\_\_\_\_  
 Name Printed: SEAN QUARLES Name Printed: \_\_\_\_\_  
 Title: OWNER



**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 31<sup>st</sup> day of July, 2020, by and between Belle Properties, LLC, hereinafter called "Landlord," and Sean Quarles ( Music City Scuba), hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle – Suite 101 A,B and C, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 700 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 12 Months, commencing on the September 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of One Thousand Two Hundred Seventy Two dollars (\$ 1272.00) per month for a total of Fifteen Thousand Two Hundred Sixty Four dollars (\$ 15,264.00) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 800.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that



will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless "grandfathering" provisions or practices don't require modifications). Tenant agrees that it will only conduct the following business: Scuba Lessons. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner's Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner's Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage;
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all

rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is





condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default

in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors;
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement, and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: [Signature]

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle Suite 201, Nashville, TN 37221.

LANDLORD:  
Mark Eryin

[Signature]

TENANT:  
 By: [Signature]  
 Individually

Representative for \_\_\_\_\_, LLC



## LEASE APPLICATION

Tenant Name: Catherine Colleen Murphy  
 Name of Company: \_\_\_\_\_  
 Type of Company (Check): Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_  
 Year Business Established: \_\_\_\_\_ Number of Employees (Including officers) \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 Number & Street \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_  
 Current Landlord: \_\_\_\_\_ Landlord Telephone: (\_\_\_\_) \_\_\_\_\_  
 Years in current location: \_\_\_\_\_ Square foot leased: \_\_\_\_\_ Monthly rental amount \$ \_\_\_\_\_

**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: <u>Catherine C. Murphy</u>	2) Name: <u>William Wade Murphy</u>
Home Address: <u>209 Wyburn Pl</u>	Home Address: <u>209 Wyburn Place</u>
City/State/Zip: <u>Burns, TN, 37029</u>	City/State/Zip: <u>Burns/AL/37029</u>
Phone #: <u>423-715-7561</u>	Phone #: <u>334-237-2231</u>
Social Security # or EIN # <u>368-06-0169</u>	Social Security #: <u>421-33-3101</u>
Email Address: <u>Catherine.Purns@gn</u>	Email Address: <u>wwm0004@auburn.edu</u>

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, Catherine Murphy, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: Catherine C. Murphy ADDITIONAL Signature: Wade Murphy  
 Name Printed: Catherine C. Murphy Name Printed: Wade Murphy  
 Title: \_\_\_\_\_

**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 31st day of July, 2020, by and between Belle Investments, LLC, hereinafter called "Landlord," and Wade Murphy and Catherine Murphy, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle Suite 202-B, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 150 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of month to month, commencing on the September 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Five Hundred Thirty dollars (\$ 530.00 ) per month for a total of \$ Six Thousand Three Hundred Sixty dollars (\$ 6360.00 ) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 500.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that



will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless “grandfathering” provisions or practices don’t require modifications). Tenant agrees that it will only conduct the following business: Message Therapist. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner’s Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner’s Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage.
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all



rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is



condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors.
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle, Suite 202-B Nashville, TN 37221.

LANDLORD:

Mark Ervin



TENANT:

By: Cat Company  
 Individually

Representative for \_\_\_\_\_, LLC



## LEASE APPLICATION

Tenant Name: Lorie Adams, Licensed Aesthetician  
 Name of Company: \_\_\_\_\_  
 Type of Company (Check): Sole Proprietorship ☒ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_  
 Year Business Established: 2019 Number of Employees (Including officers) 1  
 Current Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Current Landlord: \_\_\_\_\_  
 Years in current location: \_\_\_\_\_ Square foot leased: \_\_\_\_\_ Monthly rental amount \$ \_\_\_\_\_

**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: Lorie Adams 2) Name: \_\_\_\_\_  
 Home Address: 619 Harpeth Bend Dr Home Address: \_\_\_\_\_  
 City/State/Zip: Nashville TN 37221 City/State/Zip: \_\_\_\_\_  
 Phone #: 615 972 6709 Phone #: \_\_\_\_\_  
 Social Security # or EIN # 405 08 08 29 Social Security #: \_\_\_\_\_  
 Email Address: wurzig@gmail.com Email Address: \_\_\_\_\_

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, Lorie Adams, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: Lorie Adams ADDITIONAL Signature: \_\_\_\_\_  
 Name Printed: Lorie Adams Name Printed: \_\_\_\_\_  
 Title: Business Owner

**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 22<sup>nd</sup> day of July, 2020, by and between Belle Investments, LLC, hereinafter called "Landlord," and Lorie Adams, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle Suite 202-C, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 150 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 6 months, commencing on the September 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Five Hundred Thirty dollars (\$ 530.00 ) per month for a total of \$ Six Thousand Three Hundred Sixty dollars (\$ 6360.00) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or



otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 500.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that

will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless “grandfathering” provisions or practices don’t require modifications). Tenant agrees that it will only conduct the following business: Aesthetics Services. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner’s Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner’s Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants



that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage.
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leases premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all

rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is



condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors.
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venture of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle, Suite 202-C Nashville, TN 37221.

LANDLORD:

Mark Ervin



TENANT:

By:

Sue Adams

Individually

Representative for \_\_\_\_\_, LLC





## TENANT CONTACT INFORMATION

**Tenant Information** (spouse information is in case I am unable to contact the tenant)

Name: Mark Thomas  
 Current Address: 785 Goodpasture Terrace  
 City: Nashville State: TN. Zip Code: 37021  
 Home Phone: 615-662-0043 Cell Phone: ~~615~~ 818-4889 cell  
 Email: MY46CNTMT@yahoo.com

Spouse Name: Belinda Thomas  
 Employer: Self Employed Hair Stylist  
 Work Phone: 615-646-8026 Cell Phone: 615-554-5424

### **Emergency Contact**

Name: Belinda Thomas  
 Address: SAME AS ABOVE  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Relationship: \_\_\_\_\_

### **Emergency Medical Information** (provide only if you think I will need it in an emergency)

Date of Birth: 10-21 Blood Type: \_\_\_\_\_

Allergies: NONE

Current Medications or Medical Conditions you want us to know about in case of an emergency:

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



**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 22<sup>nd</sup> day of July, 2020, by and between Belle Properties, LLC, hereinafter called "Landlord," and Mark Thomas, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle – 204-D, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 100 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 12 Months, commencing on the September 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Four Hundred Seventy Seven (\$ 477.00) per month for a total of Five Thousand Seven Hundred Twenty Four dollars (\$5724.00) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 125.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that



will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless "grandfathering" provisions or practices don't require modifications). Tenant agrees that it will only conduct the following business: Insurance. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner's Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner's Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage;
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all



rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is



condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors;
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement, and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.  
 Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Suite 204-F Nashville, TN 37221.

LANDLORD:

Mark Ervin



TENANT:

By: Mark Thomas  
 Individually

Representative for \_\_\_\_\_, LLC



**International FemtoScience, Inc.**



David V Kerns Jr.  
Chief Executive Officer

P.O. Box 50980  
Nashville, TN, 37205

Email: [david.kerns@femtosci.com](mailto:david.kerns@femtosci.com)  
web: [www.femtosci.com](http://www.femtosci.com)  
339-225-0922

**International FemtoScience, Inc.**



Jim L. Davidson  
President

P.O. Box 50980  
Nashville, TN, 37205

Email: [jim.davidson@femtosci.com](mailto:jim.davidson@femtosci.com)  
web: [www.femtosci.com](http://www.femtosci.com)  
615-473-7335



**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 31<sup>st</sup> day of July, 2020, by and between Belle Properties, LLC, hereinafter called "Landlord," and International FemtoScience, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle Suite 203D & 203E & 203F, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 450 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 12 months, commencing on the September 1<sup>st</sup>, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of One Thousand One Hundred Thirteen dollars (\$ 1113.00) per month for a total of \$ Thirteen Thousand Three Hundred Fifty Six dollars (\$ 13,356.00) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of PO Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (Zero). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that



will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless “grandfathering” provisions or practices don’t require modifications). Tenant agrees that it will only conduct the following business: Engineering Consulting Firm. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner’s Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner’s Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage;
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all

rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is





condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors;
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement, and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor) N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at Davidson County, Tennessee.

LANDLORD:

\_\_\_\_\_  
Mark Ervin

By:

TENANT:

J. L. Davidson

Individually

Representative for FemtoSci, Inc.





## LEASE APPLICATION

Tenant Name: Harpeth Civil, Inc.  
 Name of Company: Harpeth Civil, Inc.  
 Type of Company (Check): Sole Proprietorship ☐ Partnership ☐ Corporation ☒ LLC ☐ LP  
 Year Business Established: 2019 Number of Employees (Including officers) 2  
 Current Address: 4706 Old Sams Creek Rd Prichard AL 37143  
 Number & Street City/State/Zip Code  
 Telephone: (615) 730 3502 Facsimile: ( ) -  
 Current Landlord: N/A Landlord Telephone: ( ) -  
 Years in current location: 4/1/19 Square foot leased: Monthly rental amount \$

**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: Daniel Smola 2) Name: \_\_\_\_\_  
 Home Address: 4706 Old Sams Creek Rd Home Address: \_\_\_\_\_  
 City/State/Zip: Prichard, TN 37143 City/State/Zip: \_\_\_\_\_  
 Phone #: 615 730 3502 Phone #: \_\_\_\_\_  
 Social Security # or EIN # 342 78 7419 Social Security #: \_\_\_\_\_  
 Email Address: dsmola@harpethcivil.com Email Address: \_\_\_\_\_

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, Daniel Smola, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: Daniel Smola ADDITIONAL Signature: \_\_\_\_\_  
 Name Printed: Daniel Smola Name Printed: \_\_\_\_\_  
 Title: President

**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 20<sup>th</sup> day of July, 2020, by and between Belle Investments, LLC, hereinafter called "Landlord," and Daniel Smola, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle Suite 204 – E and F, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 300 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 12 months, commencing on the July 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Nine Hundred Fifty dollars (\$ 950.00 ) per month for a total of Eleven Thousand Four Hundred dollars (\$ 11,400.00) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37221, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 500.00). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that





will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless "grandfathering" provisions or practices don't require modifications). Tenant agrees that it will only conduct the following business: Civil Engineering. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner's Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner's Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage;
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all



rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is





condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors;
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement, and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

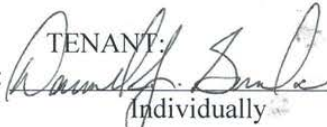
**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle Nashville, TN 37221.

LANDLORD:

Mark Ervin



TENANT:  
By:  Individually

Representative for \_\_\_\_\_ LLC  
HARPETH CIVIL, INC.





## LEASE APPLICATION

Tenant Name: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_  
 Type of Company (Check): Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_  
 Year Business Established: \_\_\_\_\_ Number of Employees (Including officers) \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 Number & Street \_\_\_\_\_ City/State/Zip Code \_\_\_\_\_  
 Telephone: (\_\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_\_) \_\_\_\_\_  
 Current Landlord: \_\_\_\_\_ Landlord Telephone: (\_\_\_\_\_) \_\_\_\_\_  
 Years in current location: \_\_\_\_\_ Square foot leased: \_\_\_\_\_ Monthly rental amount \$ \_\_\_\_\_

**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: SCOTT ISAACS 2) Name: \_\_\_\_\_  
 Home Address: 411 Westfield Dr Home Address: \_\_\_\_\_  
 City/State/Zip: Nashville, TN 37221 City/State/Zip: \_\_\_\_\_  
 Phone #: (615) 423-4576 Phone #: \_\_\_\_\_  
 Social Security # or EIN # 569-06-8103 Social Security #: \_\_\_\_\_  
 Email Address: SCOTTISAACS45@yahoo.com Email Address: \_\_\_\_\_

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, SCOTT ISAACS, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: [Signature] ADDITIONAL Signature: \_\_\_\_\_  
 Name Printed: SCOTT ISAACS Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_

6-22-2018  
 Pd 400.00  
 Cash  
 Deposited



**BELLE INVESTMENTS, LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 27th day of July, 2020, by and between Belle Investments, LLC, hereinafter called "Landlord," and Scott Isaacs, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle Forest Circle suite 204-G, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 150 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 12 months, commencing on the September 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Five Hundred Fifty dollars (\$ 550.00 ) per month for a total of \$ Six Thousand Six Hundred dollars (\$ 6,600.00 ) per year. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261, Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or





otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 400.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that



will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless “grandfathering” provisions or practices don’t require modifications). Tenant agrees that it will only conduct the following business: Message Therapist. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner’s Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner’s Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants





that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage.
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leases premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all



rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is





condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default



in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors.
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;





- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venture of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.



**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.  
 Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): N/A. Approved By: \_\_\_\_\_

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle Nashville, TN 37221.

LANDLORD:  
Mark Ervin



TENANT:  
 By: SCOTT ISAAC  
 Individually  
 Representative for \_\_\_\_\_, LLC



**BELLE INVESTMENTS , LLC  
COMMERCIAL LEASE**

THIS LEASE is hereby made and entered into this 23<sup>rd</sup> day of June, 2020, by and between Belle Investments, LLC, hereinafter called "Landlord," and Stephanie Blick, hereinafter called "Tenant."

**WITNESSETH:**

For and in consideration of the security deposit, rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, certain improved real estate located at 179 Belle forest Circle Suite 204-H, Nashville, Tennessee 37221, Davidson County, Tennessee, of approximately 150 square feet. This lease is binding upon the Landlord's agents, assigns, transferees and any persons purchasing or otherwise acquiring interests or rights to this property. Said improved real estate is hereinafter referred to sometimes as the "Premises."

TO HAVE AND TO HOLD the leased Premises, together with the Landlord's improvements, equipment and appurtenances, the majority of which have been inventoried and listed in Addendum A hereto, unto the Tenant for a term of 6 months , commencing on the July 1, 2020 date, unless sooner terminated as hereinafter provided.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS, THIS LEASE BEING EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET OUT:

**1. Rent.** Tenant agrees to pay to Landlord for the leased premises during the term hereof basic rent at the rate of Five Hundred Fifty dollars (\$ 550.00 ) per month for a total of \$ Three Thousand Three Hundred dollars (\$ 3300.00 ) per six month term. All rentals are payable in advance on the first (1<sup>st</sup>) day of each and every month and shall be payable without notice or demand and without deduction, set-off or abatement except as otherwise provided specifically in this Lease.

Rent can be delivered in person or mailed to the address of P.O. Box 90261 , Nashville, Tennessee 37209, provided the rent is received no later than 5:00 pm Central Standard Time on the first (1<sup>st</sup>) of each and every month. If Tenant fails to make payment by the fifth (5) day after rent is due then Tenant is in default of this Lease. All accrued and unpaid lease payments, if any, shall be added to the outstanding balance due, as so adjusted, and shall bear interest thereafter until paid at a rate of ten percent (10%). To the extent permitted by applicable law, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of any payment hereunder that is not received by Landlord on or before the fifth (5<sup>th</sup>) after the day the payment was due, in order to cover the additional expenses incident to the handling and processing of delinquent payments. Landlord is in no way obligated to retain the Tenant, or otherwise continue under this Agreement, if the Tenant is late with any then due rental payment or otherwise defaults per this Agreement. Further, the Tenant shall pay a charge of at least fifty dollars (\$50.00) for any bad or

otherwise returned or refused checks and shall also be responsible for any residual costs or charges incurred by the Landlord as a result of that returned or refused check.

In the event this Lease is placed in the hands of an attorney or other collection agency or service for collection or if the Landlord otherwise retains an attorney to enforce the terms of this agreement, the Tenant agrees to be responsible for all reasonable costs of collection including, but not limited to, attorney's fees, all court costs, interest and filing fees.

No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, acceptance of a past-due installment of other indulgences granted from time to time, shall be construed as a novation of this Lease or as a waiver of such right of demand or of the right of Landlord thereafter to insist upon strict compliance with the terms of this Lease or to prevent the exercise of Landlord's rights or any other right granted hereunder or by applicable laws. No extension of the time for payment of the indebtedness evidenced hereby or any installment due hereunder, made by agreement with any person now or hereafter liable for payment of the indebtedness evidenced hereby, shall operate to release, discharge, modify, change or affect the original liability of Tenant hereunder or that of any other person now or hereafter liable for payment of the indebtedness evidenced hereby, either in whole or in part, unless Landlord agrees otherwise in writing.

**2. Security Deposit.** Tenant shall pay to Landlord a Security Deposit equal to one (1) month's rent (\$ 550.00 ). After termination of the lease, regardless of breach or default, Landlord shall apply the security deposit to restoring the condition of the Premises and its contents. Any unused portion of the security deposit shall be returned to the tenant within 30 days of termination of this lease agreement.

**3. Conditions.** Tenant has examined the leased premises and the contents therein, and listed in the inventory in Attachment A, and accepts the same in their present state and condition as of the date hereof without any representations or warranties, express or implied, in fact or in law, by Landlord as to the nature, condition of usability thereof, or as to the use or uses to which the leased premises and its contents may be put. Tenant agrees to surrender the Premises and all of the contents listed in the inventory in Attachment A, in a similar condition, minus ordinary wear and tear. Tenant agrees that Tenant is responsible for any damages, loss or other costs associated with restoring the Premises and its contents to their original condition minus ordinary wear and tear.

Tenant understands that all parking associated with the Premises is street parking and the Landlord makes no representations as to the availability, condition or amount of parking for the Premises. Further, Landlord shall not be responsible for any conditions, liability or other warranties regarding the parking. If all or a portion of the parking is condemned or taken so as to deprive Tenant of parking, the Tenant is still responsible for all rental amounts and other obligations under this Agreement.

**4. Permitted Use.** Tenant agrees that it will not use or allow the leased premises or any part thereof to be used or occupied for any unlawful purpose and will not permit any act to be done or any condition to exist on the leased premises that may constitute a nuisance, public or private, or that may invalidate and/or make void or voidable any insurance then in force with respect to the leased premises. Tenant shall not use or permit upon the Premises anything that





will increase the rate of insurance on said building/premises. Tenant agrees that it will comply promptly with all restrictions and with all laws and regulations of federal, state and municipal authorities applicable to the leased premises and to the business conducted thereon (unless "grandfathering" provisions or practices don't require modifications). Tenant agrees that it will only conduct the following business: Therapy. Tenant agrees not to use the property for any other purpose unless accepted in writing by the Landlord. Tenant shall not use or permit upon said Premises anything that may be dangerous to life or limb and shall not in any manner deface or injure the Premises and further agrees to be liable for same. Tenant shall not permit anything to be done upon the Premises which might tend to disturb any tenant or neighboring occupant on Premises or neighboring premises. Tenant shall prevent any hazardous and/or illegal materials to be brought upon the Premises.

**5. Improvements and Repairs.** Except as provided for in this Lease, Landlord shall have no obligation of any kind, nature or description with respect to the leased premises, its contents or any improvements therein. The Homeowner's Association shall be responsible for maintenance and repair and replacement responsibilities for the structural members such as the roof, footings, and exterior walls of the building in which the leases premises are located. The Homeowner's Association shall also be responsible for other maintenance of the exterior grounds. All parking areas are located on the street and the Landlord has no responsibility for maintaining these areas or for ensuring the availability of parking around the Premises. Landlord is expressly responsible for the interior of the Premises including, but not limited to, interior walls, floor, ceilings, light fixtures, doors, windows, maintenance of all inventory and the maintenance and repair of heating and air conditioning units, fans, electrical wiring, gas lines and plumbing within the leased premises. It is agreed that the specific utilities of water, electric, internet, and sewer and interior maintenance of non-structural members, interior repairs of non-structural members, and all other costs, expenses and obligations relating to the interior lighting, interior plumbing, interior electrical, and interior finishes and heating and cooling of the leased premises that may arise or become due during the term hereof shall be paid by Landlord and Tenant shall be indemnified by Landlord, and is hereby so indemnified by Landlord, against such costs, expenses, and obligations.

**6. Renovations and Alterations of Premises.** Except as provided in this Agreement and in the Addendum to this Agreement, no structural alterations of, or additions to, any improvements currently in or on the leased premises or the construction or placement of any other improvements upon the leased premises shall be made by Tenant without first securing the prior written consent of Landlord. Consent, if given by the Landlord, shall not be construed to warrant compliance with any governmental laws or regulations and the Tenant hereby agrees to ensure that all said repairs, improvements or alterations are made in compliance with all codes, laws, regulations and standards. Again, all repairs, improvements or alterations that Tenant may make at any time upon the leased premises shall be performed in a good and workmanlike manner and in compliance with all applicable building and zoning laws. Except as provided in this Agreement and in the Addendum to this Agreement, any improvements made by Tenant to or upon the leased premises during the term hereof shall, upon the expiration of this Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term hereof will it create, or permit to be created or to remain, and will promptly discharge, any lien, encumbrance or charge upon the leased premises. Tenant further covenants



that it will pay fully as the same become due and payable all charges and expenses incurred in connection with any improvements or alterations made on or to the leased premises during the term hereof. Tenant shall at all times during the term hereof, at its own expense, maintain the leased premises and its contents, in a safe and sanitary condition, and in compliance with all present and future governmental laws and regulations except to those for which the Landlord is responsible. Tenant agrees to be liable for any charges incurred by Landlord in returning property to original condition minus ordinary wear and tear.

**7. Taxes.** Except as provided for herein, Landlord shall pay during the term hereof all real estate taxes, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the leased premises. The Tenant shall be responsible for any and all professional or personal property taxes, licenses, assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed against or imposed in respect of the business.

**8. Utilities.** Except as provided for herein, Landlord shall pay for internet, electricity, gas, water and sewer supplied upon or in connection with the leased premises.

**9. Signage.** Tenant shall have the right to erect, affix or paint a sign on the premises provided that signage:

- a.) Does no damage to the exterior, interior or any part of the Premises;
- b.) Tenant shall reimburse Landlord for repair of any cosmetic markings or any damage as a result of posting and/or removal of signage;
- c.) Tenant agrees to contact the Homeowner's Association, Bellevue Office Park and all applicable authorities to ascertain any and all signage specifications for the building and Premises prior to designing, constructing, purchasing or posting/mounting Signage.
- d.) Signage must comport with all the standards set forth in the Homeowner's Association rules and guidelines and any and all other community standards that may be promulgated from time to time; and,
- e.) Landlord reserves the right to request immediate removal of any signage that does not comply with the standards set forth herein or based on the Tenant's breach of any portion of this Agreement.

**10. Insurance and Assumption of Risk.** Except where that loss or injury is caused by the Landlord's negligence or failure to maintain the few areas for which the Landlord is responsible, the Tenant shall, and does hereby, assume all risks of loss or injury to the Leased Premises and property or persons who are Tenant's staff, patients, vendors, invitees, contractors or agents at any time lawfully coming upon the leased premises during the term hereof.

The Tenant shall, and does hereby agree to, indemnify and save harmless Landlord for and from any and all claims, demands, suits, judgment costs or expenses on account of any such loss or injury; and to that end, Tenant shall, at its own cost and expense, maintain general public liability insurance for and on the leased premises. The Tenant shall furnish to the Landlord copy of such policy or policies evidencing that the required insurance is in full force and effect. Further, in the absence of Landlord negligence or intentional misconduct, the Tenant waives all





rights of recovery and causes of action that either has or may have or that may arise hereafter against the Landlord, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents, and business interruption insurance.

**11. Damage or Destruction.** In consideration of the premises provided by Landlord, Tenant agrees to insure to one hundred percent (100%) of replacement costs of the improvements made by the Tenant to the leased premises with the beneficiary of said insurance to be the Tenant and the Landlord. Tenant shall furnish to Landlord a copy of such policy or policies evidencing that the required insurance is in full force and effect. Tenant must obtain insurance on all contents and property of any kind placed on the Premises and provide proof of insurance upon request.

In the event improvements upon the leased premises are damaged by fire or other casualty but Tenant is able to operate its business therein, the Tenant may use available insurance proceeds to repair and restore the damaged portion to the extent that insurance proceeds are available therefore and to the extent the Tenant is able. In the event said improvements are destroyed or damaged by fire or other casualty to the extent that Tenant cannot continue to operate its business and occupy any portion thereof, Landlord may, at its option, elect to rebuild, replace or restore the improvements or may elect not to do so. The basic rental payments hereunder shall cease as of the date of total destruction of said improvements and shall not commence again until the same have been repaired or replaced. In the event said improvements are destroyed and neither the Landlord nor Tenant elect to rebuild, restore or replace, then this Lease shall be terminated upon the date of such destruction and all insurance proceeds shall be distributed according to first cover the cost of the Tenant's improvements and property, with the residual going to the Landlord to cover damage to Premises, the contents set forth in the inventory in Attachment A, loss of rental income and any other losses associated with the interior and exterior of the Premises. Tenant agrees to notify Landlord immediately in writing of any damage to the Premises resulting from fire, earthquake or any other identifiable event of a sudden, unexpected or unusual nature ("Casualty").

If more than twenty-five percent (25%) of the Premises is damaged or destroyed by Casualty which damage is not attributable to the negligence or willful misconduct of Tenant, and Landlord reasonably determines, within thirty (30) days following Tenant's request for such determination, that such damage cannot be repaired within one hundred and twenty (120) days of such request, Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of such election no later than thirty (30) days following Landlord's determination that the damage cannot be so repaired.

If there is general damage to the property and areas for which the Landlord is responsible, and the Landlord elects not to repair the Premises OR the Building, the Tenant may elect to terminate this Lease within thirty (30) days of receipt of Landlord's notification of its election not to repair pursuant to this Section. If Tenant elects to terminate this Lease as provided in this Section, this Lease shall terminate thirty (30) days following the election by Tenant to terminate this Lease with all rental obligations abating during this period. If Tenant does not elect to terminate this Lease within such thirty (30) day period, the rent and other expenses payable by Tenant shall not abate, Landlord may repair the Premises.

**12. Condemnation and/or Eminent Domain.** If the whole of the leased premises, or such portion thereof as will make the leased premises unsuitable for Tenant's purposes, is



condemned for any public use or purpose of any legally constituted authority, this Lease shall be terminated automatically one (1) day before the date possession is taken by such public authority, and rent shall be accounted for between Landlord and Tenant as of such date. In the event only a portion of the leased premises is condemned for any public use or purpose without rendering the leased premises unsuitable for the purposes of Tenant and the Tenant agrees to continue use of the leased premises for business purposes, there shall be no termination of the Lease on such account and no abatement of rent except to the percent of the premises that is unusable or condemned. Any and all monetary awards for claims made by the Landlord for the taking of the leased premises by eminent domain or under the threat thereof and for incidental damages thereto shall belong to and inure to the exclusive benefit of Landlord. Tenant shall have the right to make its own separate claims to the condemnation authority. Landlord agrees to provide Tenant written notice of imminent or potential condemnation within five (5) business days of becoming aware of the matter or within five (5) business days of the date when the Landlord should have become aware of the matter.

**13. Quiet Enjoyment and Right of Entry.** Landlord covenants that it has good title to the leased premises and is under no disability that would impair its right to enter into this Lease. Tenant, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the leased premises during the term hereof without hindrance by the Landlord. The Landlord, and any authorized representative of the Landlord, may enter the premises to inspect the premises, its contents and to otherwise maintain, modify or repair the premises. Further, at any time within three (3) calendar months before the expiration of this Lease, the Landlord may enter the Premises and affix upon any suitable part thereof a notice for reletting the same. Tenant agrees not to remove, reposition, alter or otherwise obfuscate said notice and will permit all persons authorized by Landlord to view Premises at any time.

**14. Surrender.** Tenant shall, upon the last day of the term or upon the sooner termination as herein provided, peaceably and quietly surrender the leased premises to Landlord, including all contents inventoried or referenced herein and improvements thereon, in as good condition and repair as at the commencement of the term, normal wear and tear excepted. All property not removed promptly by Tenant upon the termination hereof shall become the property of Landlord unless said property is hazardous or waste. In such instances, the Tenant shall remain the owner of those materials and is therefore liable for the costs associated with the removal and disposal of said property.

**15. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise subject to the covenants and conditions of this Lease, and shall continue to be such Tenant until five (5) days after either party serves upon the other notice of intention to terminate such weekly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall not be refunded to Tenant.

**16. Landlord's Rights, Including Rights upon Default.** If Tenant is in default for non-payment of rent and if the leased premises is deserted or vacated for more than five (5) days, or if there shall be a default in the payment of rent or any part thereof, or if there shall be default





in the performance of any other covenant, agreement or condition herein contained on the part of Tenant for more than five (5) days after written notice by Landlord, this Lease may thereupon be terminated at Landlord's option, and Landlord shall have the right to immediately re-enter or repossess the leased premises and dispossess and remove Tenant, or other occupants therefrom, along with their effects in any lawful manner, without being liable for any prosecution therefor. Landlord thereupon may, at its option, relet the leased premises or any part thereof, as the agent of Tenant, and Tenant shall pay the difference between the rent and other costs and charges herein reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. Should Landlord relet premises pursuant to this provision for a term and amount equal to or more favorable than Tenant's terms and rate then Tenant's lease shall immediately terminate. Upon obtaining a court order for eviction of Tenant, Landlord reserves the right to terminate all leases without notice where reasonable cause exists.

Upon obtaining a court order of eviction of Tenant, Landlord reserves the right to declare this lease immediately forfeited for reasonable cause (as specifically defined below) or default of the lease or collateral contracts and to immediately eject, evict, re-enter, dispossess, and remove tenant using any means allowable under the laws of the state. Except where the Tenant abandons or leaves the premises due to a default of the Landlord or failure to meet its obligations under this Agreement, abandonment of the premises by the lessee does not relieve lessee of obligations under the Lease. Any tangible property left behind by Tenant for five (5) days from eviction, dispossession, abandonment, or notice of default shall be auctioned to the highest bidder ten days after notice in a public paper. The proceeds of such sale shall be applied to rental and storage costs, attorney fees, and costs of the sale.

Reasonable cause shall include, events or circumstances caused by the act or omission of the tenant, or his or her guests, which require the response of law enforcement personnel, fire fighting personnel, or emergency medical personnel, or any situation whereby the tenant or his or her guests is or are determined by local law enforcement or other authorities to be a danger to himself, herself, or themselves or a danger to others, or a danger to the property the subject of this lease, or where the local authorities have issued warnings or citations for codes violations. Notwithstanding the above, Tenant shall not be in default due to criminal activity or actions of other persons which is outside the Tenant's control unless some action or inaction of the Tenant encouraged, facilitated or caused the activity.

Tenant shall also be considered in default of this Lease Agreement if:

- (a) Tenant files a petition of bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or shall make assignment for the benefit of creditors;
- (b) If involuntary proceedings under any bankruptcy laws or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;



- (c) If the Tenant is convicted of any crime; or
- (d) If the Tenant is incapacitated or hospitalized such that Tenant will be unable to conduct its affairs for a period of longer than two (2) weeks.

**17. Tenant's Rights Upon Default.** If the Landlord shall default in the performance of any covenant or condition of this Agreement, the Tenant may, at its option terminate this lease and pursue any and all damages from the Landlord. In such case, the Tenant shall have five (5) days from the date of termination from which to remove the Tenant's property, improvements and other such items belonging to the Tenant and tender the premises to the Landlord. The Tenant shall not be responsible for rental or other payments excepting utilities during this time.

**18. Landlord's Right to Perform.** If Tenant shall default in the performance of any covenant or condition of this Lease required to be performed by Tenant, Landlord may, at its option, perform such covenant or condition for the account and at the expense of Tenant. The amount of any expense so incurred shall be deemed additional rent and may, at the option of Landlord, be added to any subsequent installment of the net weekly rent due and payable under this Lease, in which event Landlord shall have the remedies for default in the payment thereof provided by this Lease.

**19. No Waiver.** The failure of Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

**20. Landlord-Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner, associate or any other type of joint-venturer of Tenant in the conduct of its business, it being expressly understood and agreed that the sole relationship between the parties hereto is that of landlord and tenant.

**21. Assignment Clause.** Tenant covenants not to assign this Lease or sublet the leased premises in whole or in part without securing the prior written consent of Landlord. It is understood and agreed that Tenant shall remain fully liable on the Lease in such event and that any assignee or sublessee shall be bound by all the terms and provisions of this Lease.

**22. Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be delivered personally or mailed by certified United States mail, postage prepaid, return receipt requested, to the other (and the date of any notice by certified mail shall be deemed to be the date of certification thereof) delivered or addressed to the parties at the addresses listed at the beginning of this Agreement or at such other address as either party may later designate in writing. Notice shall be deemed to have been properly made upon deposit of the letter properly addressed and postage prepaid.





**23. Mediation Clause.** Unless otherwise agreed in writing by the parties, any conflicts or disputes arising out of the obligations, duties or terms of this contractual Agreement shall be mediated prior to litigation or other dispute resolution methods. Either party may initiate the mediation process.

**24. Gender.** Wherever appropriate herein, words "Landlord" & "Tenant" & pronouns referring thereto, shall be construed singular/plural, masculine/feminine/neuter as warranted.

**25. Governing Law and Venue.** The law of the State of Tennessee shall govern the terms and provisions of this Agreement, and shall determine the interpretation and usage of this Agreement. Any action brought pursuant to this Agreement or arising out of this Agreement shall be brought in the Courts of Davidson County, Tennessee.

**26. Binding Effect.** Unless otherwise specified herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

**27. Recordation of Lease.** Unless the Landlord otherwise agrees, this Lease, and any reference to it and/or portion of it, shall not be recorded or otherwise made public record.

**28. Animals.** No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time.

Description of Pet(s) (Size/type/Breed/Sex/ Indoor or Outdoor): NA Approved By: Mark Ervin "Lucy" 8lb, female, chihuahua

**29. Smoking.** Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars or any other smoking material inside the leased premises.

**30. Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument and its attached Addenda and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. This Lease supersedes and voids all prior proposals, letters, offers, agreements and other communications, whether oral or written. Any amendment to this Lease must be in writing signed by the parties hereto in order to be binding.

IN WITNESS WHEREOF, the parties hereto on the day and date first above written have executed this Lease at 179 Belle Forest Circle Nashville, Tennessee 37221.

LANDLORD:

Mark Ervin



TENANT:  
By: Stephanie Blick

Individually

Representative for \_\_\_\_\_, LLC

Stephanie Blick, MS, LADAC-11

24  
6/28/20



### LEASE APPLICATION

Tenant Name: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_  
 Type of Company (Check): Sole Proprietorship ☒ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ LP \_\_\_\_\_  
 Year Business Established: 2018 Number of Employees (Including officers) 1  
 Current Address: 170A Lelawood Cir Nashville, TN 37209  
Number & Street City/State/Zip Code  
 Telephone: (407) 491-0883 Facsimile: ( ) N/A  
 Current Landlord: Terri Jo Box Landlord Telephone: (615) 414-6561  
 Years in current location: 1 Square foot leased: \_\_\_\_\_ Monthly rental amount \$ 850

**VITAL INFORMATION:** Fill in entirely, including information of all Sole Proprietorship or Partnership Partners and Major Shareholders of a Corporation. If additional space is required, attach an additional page.

1) Name: _____	2) Name: _____
Home Address: _____	Home Address: _____
City/State/Zip: <u>same</u>	City/State/Zip: _____
Phone #: _____	Phone #: _____
Social Security # or EIN # <u>215 23 3752</u>	Social Security #: _____
Email Address: <u>stephbllick</u>	Email Address: _____
<u>counseling@gmail.com</u>	

TENANT/COMPANY/UNDERSIGNED INDIVIDUALS REPRESENT THAT THE INFORMATION AND FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT. THIS APPLICATION IS CONSIDERED PART OF THE LEASE AND LANDLORD RELIES ON SUCH REPRESENTATION IN ENTERING INTO A LEASE. IF ANY REPRESENTATIONS CONTAINED HEREIN IS DISCOVERED TO BE FALSE OR MISLEADING, COMPANY AND INDIVIDUALS MAKING SUCH FALSE REPRESENTATIONS SHALL BE PERSONALLY LIABLE FOR DAMAGES CAUSED FROM SUCH FALSE REPRESENTATIONS AND IN ADDITION TO OTHER REMEDIES TO RECOVER DAMAGES, THE LEASE MADE ON THE STRENGTH OF THIS APPLICATION MAY, AT THE OPTION OF LANDLORD, BE TERMINATED AT ANY TIME. ADDITIONALLY LANDLORD OR ITS AGENTS, ARE HEREBY GRANTED PERMISSION TO VERIFY ALL INDIVIDUAL AND COMPANY CREDIT AND OTHER INFORMATION PROVIDED HEREIN AND TO OBTAIN ANY INDIVIDUAL AND COMPANY CREDIT REPORTS THEY DEEM NECESSARY. CREDIT INQUIRIES MAY SHOW ON TENANTS CREDIT HISTORY AS TARGET LEASING CORPORATION.

I, Stephanie Bllick, authorize the Landlord and Landlord's representatives, to conduct such background or other checks or investigatory activities on me and to otherwise verify information provided by me, my services, my insurance covers, on my resume and otherwise. I expressly authorize this background check and hold Landlord harmless for such activities.

TENANT Signature: Stephanie Bllick ADDITIONAL Signature: \_\_\_\_\_  
 Name Printed: Stephanie Bllick Name Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_





# Deed for East Unit (E2)



***This Instrument prepared By:***

Robert H. Lewis, Jr.  
Attorney at Law  
306 Gay Street, Suite 200  
Nashville, Tennessee 37201

ADDRESS NEW OWNER AND  
SEND TAX BILLS:

Belle Investments, LLC  
Suite 201 A  
179 Belle Forrest Circle  
Nashville, TN 37221

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

The actual consideration or true value,  
whichever is greater for this transfer is

\$ 0, Affiant

Subscribed and sworn before me this the

21 day of June, 2013.

Will Garrett, Deputy Register

MAP and PARCEL NUMBERS:

142 04 0B 019.CO

## **QUITCLAIM DEED**

This instrument is made and entered into this the 27 day of February 2013 by and between JERRY MARK ERVIN, a married man, GRANTOR, and BELLE INVESTMENTS, LLC, GRANTEE.

### **WITNESSETH:**

THAT FOR AND IN CONSIDERATION of the sum of no (\$0.00) Dollars paid and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby conveys, transfers, remises, releases, relinquishes and quitclaims to GRANTEE, BELLE INVESTMENTS, LLC, its heirs, successors and assigns all of GRANTOR'S rights, title and interests in and to the following described real estate, to wit:

**Land in Davidson County, Tennessee being:  
Unit E-2, Building "E", Belleview Office Park, Section II Condominium  
Offices, a Horizontal Property Regime established by Master Deed of record  
in Book 6040, page 701, amended in Book 6647, page 689, and  
Supplementary Master Deed and Declaration of Horizontal Property Regime  
as of record in Book 6641, page 171, said Register's Office and as shown on  
the Condominium site plan of Buildings D, E, and F, Belleview Office Park,  
Section II, Condominium Offices, as of record in Book 6250, page 680, said  
Register's Office.**

BILL GARRETT, Davidson County

Trans: T20130052754 DEEDQC

Recvd: 06/21/13 12:36 1 pgs

Fees: 12.00 Taxes: 0.00



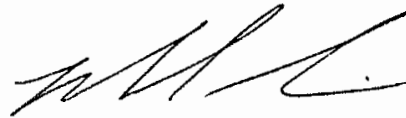
20130621-0063904



Being the same property conveyed Jerry Mark Ervin, a married person, by deed dated June 28, 2007, in Instrument number 20070628-0077287, Register's Office for Davison County, Tennessee.

This property commonly known as: 179 Belle Forest Circle #E2, Nashville, TN, 37221.

Executed on the date first above written.

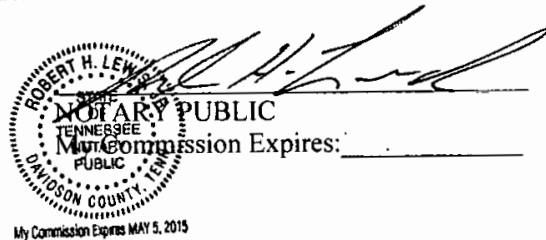


JERRY MARK ERVIN  
Grantor

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public of said county, JERRY MARK ERVIN, the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this 27<sup>th</sup> day of February 2013.



NOTARY PUBLIC  
Tennessee  
My Commission Expires: \_\_\_\_\_  
My Commission Expires MAY 5, 2015



# Deed for West Unit (E1)



***This Instrument prepared By:***

Robert H. Lewis, Jr.  
Attorney at Law  
306 Gay Street, Suite 200  
Nashville, Tennessee 37201

ADDRESS NEW OWNER AND  
SEND TAX BILLS:

Belle Investments, LLC  
Suite 201 A  
179 Belle Forrest Circle  
Nashville, TN 37221

STATE OF TENNESSEE  
COUNTY OF DAVIDSON  
The actual consideration or true value,  
whichever is greater for this transfer is  
\$                     , Affiant  
Subscribed and sworn before me this the  
21 Day of June, 2013.  
                    , Deputy Register

MAP AND PARCEL NUMBERS:  
142 04 0B 018CO

## QUITCLAIM DEED

This instrument is made and entered into this the 27 day of February 2013 by and between JERRY MARK ERVIN, a married man, GRANTOR, and BELLE INVESTMENTS, LLC, GRANTEE.

### WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of no (\$0.00) Dollars paid and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby conveys, transfers, remises, releases, relinquishes and quitclaims to GRANTEE, BELLE INVESTMENTS, LLC, its heirs, successors and assigns all of GRANTOR'S right, title and interest in and to the following described real estate, to wit:

**Land in Davidson County, Tennessee being:  
Unit E-1, Building "E" on the Plan of Building D,E, and F, Bellevue Office Park, Section II Condominium Offices, a Horizontal Property Regime established by Master Deed of record in Book 6040, page 701, amended in Book 6641, page 171, 689, and Supplementary Master Deed and Declaration of Horizontal Property Regime as of record in Book 6641, page 171, together with the undivided percentage interest in the common area elements appurtenant to said unit as set forth in Master Deed. Reference is hereby made to the Plat of Buildings D,E, and F, Bellevue Office Park Section II, as of record in Book 6250, page 680, said Register's Office.**


BILL GARRETT, Davidson County  
Trans: T20130052754 DEEDQC  
Recvd: 06/21/13 12:36 2 pgs  
Fees: 12.00 Taxes: 0.00



Being the same property conveyed Jerry Mark Ervin, a married person, by deed dated June 28, 2007, in Instrument number 20070628-0077287, Register's Office for Davison County, Tennessee.

This property is commonly known as: 179 Belle Forest Circle #E1, Nashville, TN, 37221.

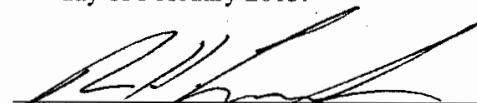
Executed on the date first above written.

  
\_\_\_\_\_  
JERRY MARK ERVIN  
Grantor

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public of said county, JERRY MARK ERVIN, the within named bargainer with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this 27th day of February 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



# Lease Information



<u>Unit</u>	<u>Sq. Feet</u>	<u>Tenant</u>	<u>Term</u>	<u>Begin Date</u>	<u>Rent Rate</u>	<u>Deposit</u>	<u>Nature of Business</u>
201-A, B, C	700	Sean Quarles (Music City Scuba)	12 months	09/01/20	\$1,272.00	\$800.00	Scuba Lessons
202-A	150	Vacant			\$530.00		
202-B	150	Wade Murphy & Catherine Murphy	month to month	09/01/20	\$530.00	\$500.00	Massage Therapist
202-C	150	Lorie Adams	6 months	09/01/20	\$530.00	\$500.00	Aesthetics Services
203-D, E, F	450	International FemtoScience, Inc.	12 months	09/01/20	\$1,113.00	\$0.00	Engineering Consulting Firm
204-D	100	Mark Thomas	12 months	09/01/20	\$477.00	\$125.00	Insurance
204-E, F	300	Daniel Smola	12 months	07/01/20	\$950.00	\$500.00	Civil Engineering
204-G	150	Scott Isaacs	12 months	09/01/20	\$550.00	\$400.00	Massage Therapist
204-H	150	Stephanie Blick	6 months	07/01/20	\$550.00	\$550.00	Therapy

**Total        2300**

**\$6,502.00**



# Tax Bill for East Unit



9/21/2020

Tax Rates & Calculator | Property Assessor of Nashville & Davidson County TN

If your property is in the USD, or a satellite city, follow the same steps using the tax rate appropriate to the property's address to figure your tax bill.

## The Property Tax Calculator

The calculator displays the current tax rates for the USD, GSD, CBID, GBID, and other satellite city tax rates for Belle Meade, Ridgetop & Goodlettsville. **(Please Note: The CBID, GBID, Belle Meade, Ridgetop or Goodlettsville have not reported whether or not they will increase their tax rate. Therefore those values are currently just estimates.)** The billing amount you receive on your actual tax bills, usually in October of each year, may vary slightly based on the method used for rounding.

Property Location	Current USD
Property Classification	Commercial/Industrial
County Tax Rate	\$ 4.221
Appraised Value	\$ 194100
Estimated Property Tax	\$ 3277.18
<a href="#">Calculate</a>	

## History of Local Tax Rates

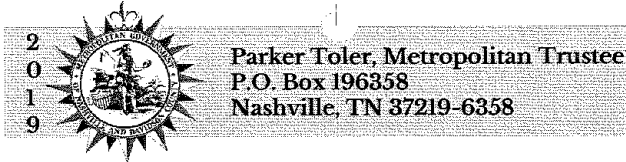
GSD		USD	
Year	Tax Rate	Year	Tax Rate
2020	\$3.788	2020	\$4.221
2019	\$2.755	2019	\$3.155
2018	\$2.755	2018	\$3.155
2017	\$2.755	2017	\$3.155
2016	\$3.924	2016	\$4.516
2015	\$3.924	2015	\$4.516
2014	\$3.924	2014	\$4.516

[www.padctn.org/services/tax-rates-and-calculator/](http://www.padctn.org/services/tax-rates-and-calculator/)

4/6



# Tax Bill for East Unit



Printed Date: 08/21/2020  
ACCOUNT # 142040B01900CO  
BILL # 2019-184285

QUESTIONS: (615) 862-6330

## 2019 REAL PROPERTY TAX DELINQUENT STATEMENT

RETAIN THIS PORTION FOR YOUR TAX RECORDS.

<b>Owner Address</b> BELLE INVESTMENTS, LLC P O BOX 90261 NASHVILLE, TN 37209	
<b>Property Address</b> 179 BELLE FOREST CIR 202	
<b>Classification</b> COMMERCIAL	
<b>Legal Description</b> UNIT E-2 BELLEVUE OFFICE PARK SEC 2	
<b>Acres</b> 0.00	<b>Council District</b> 22
Land Value	\$ 57,600.00
Improvement Value	\$ 136,500.00
Personal Property	\$ 0.00
Total Value	\$ 194,100.00
Exemption	NO
Equalization Factor	0.0000
Assessed %	40
Assessed Value	\$ 77,640.00
Tax Rate	3.1550
Base Tax	\$ 2,449.54
Rollback Tax	\$ 0.00
Interest Due	\$ 220.44
Prior Payments	\$ 0.00
Balance Due	\$ 2,669.98

### Your taxes are distributed as follows:

Fund Description	Rate	GSD Tax	USD Tax	Amount
GSD GENERAL FUND	1.28800	1,000.00	0.00	1,000.00
GSD DEBT SERVICE	0.29700	230.59	0.00	230.59
GSD SCHOOL DEBT SERVICE	0.12600	97.83	0.00	97.83
GSD SCHOOLS GENERAL PURPOSE	0.99400	771.74	0.00	771.74
USD DEBT SERVICE	0.06600	0.00	51.24	51.24
USD FIRE PROTECTION	0.05000	38.82	0.00	38.82
USD GENERAL FUND	0.33400	0.00	259.32	259.32
<b>Total Base Tax</b>	<b>3.1550</b>	<b>\$ 2,138.98</b>	<b>\$ 310.56</b>	<b>\$ 2,449.54</b>

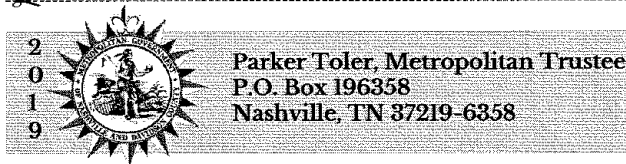
### Payment History

Original Tax Due	2,449.54
Adjustments	0.00
Interest Accrued	220.44
Previous Base Tax Payments	0.00
Previous Interest Payments	0.00
<b>Current Base Tax Due</b>	<b>2,449.54</b>
<b>Current Interest Due</b>	<b>220.44</b>
<b>Total Current Amount Due</b>	<b>2,669.98</b>

The Metropolitan Trustee accepts partial payment of taxes which have not been turned over to the Chancery Court for collection. The tax lien held against the property will remain in effect until the balance of the property tax has been paid in full, pursuant to T.C.A. 67-5-2101 et seq.

ADA (615) 862-6330

CUT OR TEAR ALONG THIS LINE



PAY ONLINE AT: [nashville.gov/trustee](http://nashville.gov/trustee)

ACCOUNT 142040B01900CO	BILL # 2019-184285
PROPERTY ADDRESS 179 BELLE FOREST CIR 202	
Taxes must be paid by <b>August 31, 2020</b> AMOUNT REMITTED:	

**Current Amount Due : \$ 2,669.98**

To avoid interest, total tax must be paid in full by: February 29th, 2020

Important: Return this portion with your payment. Use the address below for current payment only. Make check payable to:

BELLE INVESTMENTS, LLC  
P O BOX 90261  
NASHVILLE, TN 37209

Metropolitan Trustee  
Real Property Tax Dept.  
P O BOX 196358  
Nashville, TN 37219-6358

# Tax Bill for West Unit



9/21/2020

Tax Rates & Calculator | Property Assessor of Nashville & Davidson County TN

If your property is in the USD, or a satellite city, follow the same steps using the tax rate appropriate to the property's address to figure your tax bill.

## The Property Tax Calculator

The calculator displays the current tax rates for the USD, GSD, CBID, GBID, and other satellite city tax rates for Belle Meade, Ridgetop & Goodlettsville. **(Please Note: The CBID, GBID, Belle Meade, Ridgetop or Goodlettsville have not reported whether or not they will increase their tax rate. Therefore those values are currently just estimates.)** The billing amount you receive on your actual tax bills, usually in October of each year, may vary slightly based on the method used for rounding.

Property Location	Current USD
Property Classification	Commercial/Industrial
County Tax Rate	\$ 4.221
Appraised Value	\$ 183600
Estimated Property Tax	\$ 3099.9
<a href="#">Calculate</a>	

## History of Local Tax Rates

GSD		USD	
Year	Tax Rate	Year	Tax Rate
2020	\$3.788	2020	\$4.221
2019	\$2.755	2019	\$3.155
2018	\$2.755	2018	\$3.155
2017	\$2.755	2017	\$3.155
2016	\$3.924	2016	\$4.516
2015	\$3.924	2015	\$4.516
2014	\$3.924	2014	\$4.516

[www.padctn.org/services/tax-rates-and-calculator/](http://www.padctn.org/services/tax-rates-and-calculator/)

4/6



# Tax Bill for West Unit



Parker Toler, Metropolitan Trustee  
P.O. Box 196358  
Nashville, TN 37219-6358

Printed Date: 08/21/2020  
ACCOUNT # 142040B01800CO  
BILL # 2019-184284

QUESTIONS: (615) 862-6330

## 2019 REAL PROPERTY TAX DELINQUENT STATEMENT

RETAIN THIS PORTION FOR YOUR TAX RECORDS.

<b>Owner Address</b> BELLE INVESTMENTS, LLC P O BOX 90261 NASHVILLE, TN 37209	
<b>Property Address</b> 179 BELLE FOREST CIR	
<b>Classification</b> COMMERCIAL	
<b>Legal Description</b> UNIT E-1 BELLEVUE OFFICE PARK SEC 2	
<b>Acres</b> 0.00	<b>Council District</b> 22
Land Value	\$ 53,000.00
Improvement Value	\$ 130,600.00
Personal Property	\$ 0.00
Total Value	\$ 183,600.00
Exemption	None
Equalization Factor	0.0000
Assessed %	40
Assessed Value	\$ 73,440.00
Tax Rate	3.1550
Base Tax	\$ 2,317.03
Rollback Tax	\$ 0.00
Interest Due	\$ 208.56
Prior Payments	\$ 0.00
Balance Due	\$ 2,525.59

### Your taxes are distributed as follows:

Fund Description	Rate	GSD Tax	USD Tax	Amount
GSD GENERAL FUND	1.28800	945.91	0.00	945.91
GSD DEBT SERVICE	0.29700	218.12	0.00	218.12
GSD SCHOOL DEBT SERVICE	0.12600	92.53	0.00	92.53
GSD SCHOOLS GENERAL PURPOSE	0.99400	729.99	0.00	729.99
USD DEBT SERVICE	0.06600	0.00	48.47	48.47
USD FIRE PROTECTION	0.05000	36.72	0.00	36.72
USD GENERAL FUND	0.33400	0.00	245.29	245.29
<b>Total Base Tax</b>	<b>3.1550</b>	<b>\$ 2,023.27</b>	<b>\$ 293.76</b>	<b>\$ 2,317.03</b>

### Payment History

Original Tax Due	2,317.03
Adjustments	0.00
Interest Accrued	208.56
Previous Base Tax Payments	0.00
Previous Interest Payments	0.00
<b>Current Base Tax Due</b>	<b>2,317.03</b>
<b>Current Interest Due</b>	<b>208.56</b>
<b>Total Current Amount Due</b>	<b>2,525.59</b>

The Metropolitan Trustee accepts partial payment of taxes which have not been turned over to the Chancery Court for collection. The tax lien held against the property will remain in effect until the balance of the property tax has been paid in full, pursuant to T.C.A. 67-5-2101 et seq.

ADA (615) 862-6330

CUT OR TEAR ALONG THIS LINE



Parker Toler, Metropolitan Trustee  
P.O. Box 196358  
Nashville, TN 37219-6358

PAY ONLINE AT: [nashville.gov/trustee](http://nashville.gov/trustee)

ACCOUNT 142040B01800CO BILL # 2019-184284

PROPERTY ADDRESS  
179 BELLE FOREST CIR

Taxes must be paid by **August 31, 2020**  
AMOUNT REMITTED:

**Current Amount Due : \$ 2,525.59**

To avoid interest, total tax must be paid in full by: February 29th, 2020

Important: Return this portion with your payment. Use the address below for current payment only. Make check payable to:

BELLE INVESTMENTS, LLC  
P O BOX 90261  
NASHVILLE, TN 37209

Metropolitan Trustee  
Real Property Tax Dept.  
PO BOX 196358  
Nashville, TN 37219-6358



# Tax Information for East Unit



Tuesday, September 15, 2020

## LOCATION

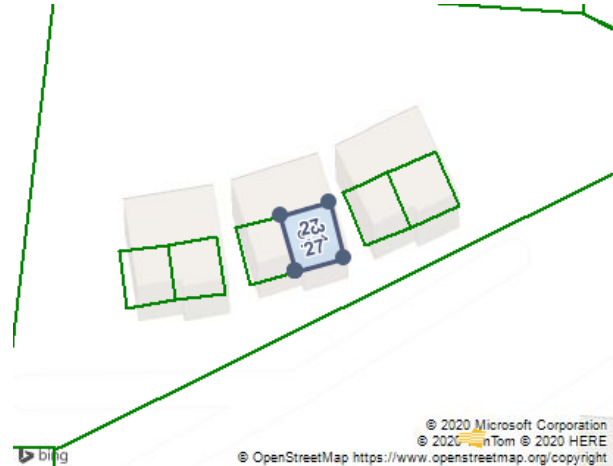
<b>Property Address</b>	179 Belle Forest Cir Ste 202 Nashville, TN 37221-2111
<b>Subdivision</b>	Bellevue Office Park
<b>County</b>	Davidson County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Commercial
<b>Land Use</b>	Commercial Condominium
<b>Improvement Type</b>	Office
<b>Square Feet</b>	1848

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	142-04-0B-019.00-CO
<b>Alternate Parcel ID</b>	
<b>Account Number</b>	
<b>District/Ward</b>	USD
<b>2010 Census Tract/Blk</b>	184.01/2
<b>Assessor Roll Year</b>	2020



## CURRENT OWNER

<b>Name</b>	Belle Investments LLC
<b>Mailing Address</b>	Po Box 90261 Nashville, TN 37209-0261

## SALES HISTORY THROUGH 09/09/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/27/2013		Belle Investments LLC	Ervin Jerry Mark	Quit Claim Deed		201306210063904
6/26/2007	\$300,000	Ervin Jerry Mark		Warranty Deed	2	200706280077287
5/6/2005	\$267,000	Aboona Tariq & Janet		Warranty Deed	2	200505110053035
7/25/2000	\$142,000	Mitchell William Edd		Warranty Deed		200007270074344
8/5/1999	\$135,000	Allen Robert V & Judith A		Warranty Deed		11610/637
3/12/1987	\$217,000	Phillips Vincent T Tr		Warranty Deed	2	7167/583
2/28/1986	\$465,000	Mitchell Jack W Et Ux		Quit Claim Deed	5	6801/842
6/1/1983		Mitchell Dev Co Inc		Quit Claim Deed	21	6070/937

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2019	<b>Assessment Year</b>	2019		
<b>Appraised Land</b>	\$57,600	<b>Assessed Land</b>	\$23,040	<b>General Services District</b>	2.755
<b>Appraised Improvements</b>	\$136,500	<b>Assessed Improvements</b>	\$54,600		
<b>Total Tax Appraisal</b>	\$194,100	<b>Total Assessment</b>	\$77,640		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
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# Tax Information for East Unit



## Property Report for 179 BELLE FOREST CIR STE 202. cont.

2019	\$310.56	\$2,138.98	\$2,449.54
2018	\$310.56	\$2,138.98	\$2,449.54
2017	\$310.56	\$2,138.98	\$2,449.54
2016	\$427.19	\$2,831.56	\$3,258.75
2015	\$427.19	\$2,831.56	\$3,258.75
2014	\$427.19	\$2,831.56	\$3,258.75
2013	\$427.19	\$2,831.56	\$3,258.75

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
05/21/2013	\$215,443	Ervin Jerry Mark	Renasant Bank	201306210063988
08/05/1999	\$115,000	Allen Robert V Allen Judith A	First Tennessee Bank	11610/637

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Office	Condition	Units	1
Year Built	1985	Effective Year	Stories	2
BRs		Baths	F	H
			Rooms	

Total Sq. Ft. 1,848

Building Square Feet (Living Space)	Building Square Feet (Other)
Base Area 744	
Second Flr 1104	

#### - CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Typical
Floor System	Interior Finish
Exterior Wall	Frame
Structural Framing	Commercial Wood Frame
Fireplace	Air Conditioning
	Htg/Clg
	Heat Type
	Heating/Cooling
	Bathroom Tile
	Plumbing Fixtures

#### - OTHER

Occupancy	Building Data Source
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### PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

### PROPERTY CHARACTERISTICS: LOT

Land Use	Commercial Condominium	Lot Dimensions
Block/Lot		Lot Square Feet
Latitude/Longitude	36.077803°/-86.921985°	Acreage

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend

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# Tax Information for East Unit



## Property Report for 179 BELLE FOREST CIR STE 202. cont.

<b>Sewer Source</b>		<b>Special School District 1</b>
<b>Zoning Code</b>	Or20: Office/Residential (20 Units An Acre)	<b>Special School District 2</b>
<b>Owner Type</b>		

### LEGAL DESCRIPTION

<b>Subdivision</b>	Bellevue Office Park	<b>Plat Book/Page</b>	
<b>Block/Lot</b>		<b>District/Ward</b>	USD
<b>Description</b>	Unit E-2 Bellevue Office Park Sec 2 / Neighborhood Code And Name: 6711 Bellevue/1-40 West		

### FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0333H	04/05/2017





# Tax Information for West Unit



Tuesday, September 15, 2020

## LOCATION

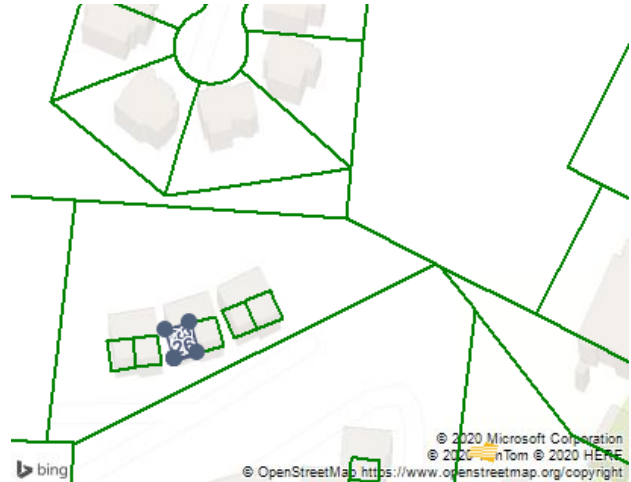
<b>Property Address</b>	179 Belle Forest Cir Nashville, TN 37221-2111
<b>Subdivision</b>	Bellevue Office Park
<b>County</b>	Davidson County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Commercial
<b>Land Use</b>	Commercial Condominium
<b>Improvement Type</b>	Office
<b>Square Feet</b>	1752

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	142-04-0B-018.00-CO
<b>Alternate Parcel ID</b>	
<b>Account Number</b>	
<b>District/Ward</b>	USD
<b>2010 Census Trct/Blk</b>	184.01/2
<b>Assessor Roll Year</b>	2020



## CURRENT OWNER

<b>Name</b>	Belle Investments LLC
<b>Mailing Address</b>	Po Box 90261 Nashville, TN 37209-0261

## SALES HISTORY THROUGH 09/09/2020

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/27/2013		Belle Investments LLC	Ervin Jerry Mark	Quit Claim Deed		201306210063903
6/26/2007	\$300,000	Ervin Jerry Mark	Aboona Tariq	Warranty Deed	2	200706280077287
5/6/2005	\$267,000	Aboona Tariq & Janet		Warranty Deed	2	200505110053035
1/29/1999	\$130,000	Mitchell William Edd		Warranty Deed		11323/517
3/12/1987	\$217,000	Phillips Vincent T Tr		Warranty Deed	2	7167/583
2/28/1986	\$465,000	Mitchell Jack W Et Ux		Quit Claim Deed	5	6801/842
6/1/1983		Mitchell Dev Co Inc		Quit Claim Deed	21	6070/937

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2019	<b>Assessment Year</b>	2019		
<b>Appraised Land</b>	\$53,000	<b>Assessed Land</b>	\$21,200	<b>General Services District</b>	2.755
<b>Appraised Improvements</b>	\$130,600	<b>Assessed Improvements</b>	\$52,240		
<b>Total Tax Appraisal</b>	\$183,600	<b>Total Assessment</b>	\$73,440		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019	\$293.76	\$2,023.27	\$2,317.03

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# Tax Information for West Unit



## Property Report for 179 BELLE FOREST CIR. cont.

2018	\$293.76	\$2,023.27	\$2,317.03
2017	\$293.76	\$2,023.27	\$2,317.03
2016	\$403.27	\$2,673.03	\$3,076.30
2015	\$403.27	\$2,673.03	\$3,076.30
2014	\$403.27	\$2,673.03	\$3,076.30
2013	\$403.27	\$2,673.03	\$3,076.30

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
06/26/2007	\$255,000	Ervin Jerry Mark	Capital Bank	200706280077288
05/06/2005	\$230,800	Aboona Tariq Aboona Janet	Fifth Third Bank	200505110053036

### PROPERTY CHARACTERISTICS: BUILDING

#### Building # 1

Type	Office	Condition	Units	1
Year Built	1985	Effective Year	Stories	2
BRs		Baths	F	H
			Rooms	

Total Sq. Ft. 1,752

Building Square Feet (Living Space)	Building Square Feet (Other)
Base Area 744	
Second Flr 1008	

#### - CONSTRUCTION

Quality		Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation	Typical	Interior Finish	
Floor System		Air Conditioning	Htg/Clg
Exterior Wall	Frame	Heat Type	Heating/Cooling
Structural Framing	Commercial Wood Frame	Bathroom Tile	
Fireplace		Plumbing Fixtures	

#### - OTHER

Occupancy	Building Data Source
-----------	----------------------

### PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

### PROPERTY CHARACTERISTICS: LOT

Land Use	Commercial Condominium	Lot Dimensions	
Block/Lot		Lot Square Feet	
Latitude/Longitude	36.077784°/-86.922071°	Acreage	

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	Special School District 1

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# Tax Information for West Unit



## Property Report for 179 BELLE FOREST CIR. cont.

Zoning Code		Or20: Office/Residential (20 Units An Acre)		Special School District 2	
Owner Type					
LEGAL DESCRIPTION					
Subdivision		Bellevue Office Park		Plat Book/Page	
Block/Lot				District/Ward USD	
Description		Unit E-1 Bellevue Office Park Sec 2 / Neighborhood Code And Name: 6711 Bellevue/1-40 West			
FEMA FLOOD ZONES					
Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0333H	04/05/2017



# Title Commitment



## Chicago Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

#### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a TN Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



(P20-11182-BW.PFD/P20-11182-BW/7)







## Chicago Title Insurance Company

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance 8-1-16



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## Chicago Title Insurance Company

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16



(P20-11182-BW.PFD/P20-11182-BW/7)







## Chicago Title Insurance Company

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance 8-1-16



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## Chicago Title Insurance Company

### **Transaction Identification Data for reference only:**

Issuing Agent: Bankers Title & Escrow Corp.  
Issuing Office: 5107 Maryland Way, Ste. 115, Brentwood, TN 37027  
Commitment Number: P20-11182-BW  
Issuing Office File Number: P20-11182-BW  
Property Address: 179 Belle Forest Cir, Nashville, TN 37221

### **SCHEDULE A**

1. Commitment Date: August 20, 2020 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
Belle Investments, LLC
5. The Land is described as follows:  
Parcel 1:

A certain condominium unit in Davidson County, Tennessee being Unit E-1, Building E, Bellevue Office Park, Section II Condominium Offices, a Horizontal Property Regime established by Master Deed of record in Book 6040, Page 701, amended in Book 6641, Page 689, and Supplementary Master Deed and Declaration of Horizontal Property Regime as of record in Book 6641, Page 171, together with the undivided percentage interest in the common area elements appurtenant to said unit as set forth in Master Deed, said Register's Office and as shown on the Condominium site plan of Building's D, E, and F, Bellevue Office Park, Section II, Condominium Offices, as of record in Book 6250, Page 680, said Register's Office.

Parcel 2:

A certain condominium unit in Davidson County, Tennessee being Unit E-2, Building E, Bellevue Office Park, Section II Condominium Offices, a Horizontal Property Regime established by Master Deed of record in Book 6040, Page 701,

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## SCHEDULE A

(Continued)

amended in Book 6647, Page 689, and Supplementary Master Deed and Declaration of Horizontal Property Regime as of record in Book 6641, Page 171, together with the undivided percentage interest in the common area elements appurtenant to said unit as set forth in Master Deed, said Register's Office and as shown on the Condominium site plan of Building's D, E, and F, Bellevue Office Park, Section II, Condominium Offices, as of record in Book 6250, Page 680, said Register's Office.

Being the same property conveyed to Jerry Mark Ervin, a married person by Warranty Deed from Tariq Aboona and wife, Janet Aboona of record in Instrument No. 20070628-0077287, Register's Office for Davidson County, Tennessee, dated June 26, 2007 and recorded on June 28, 2007. (Value of consideration shown in aforementioned deed \$300,000.00.)

Being the same property conveyed to Belle Investments, LLC by Quitclaim Deed from Jerry Mark Ervin, a married man, of record in Instrument No. 20130621-0063903, Register's Office for Davidson County, Tennessee, dated June 21, 2013 and recorded on June 21, 2013. (Value of consideration shown in aforementioned Deed \$0.00)

Being also known as 179 Belle Forest Circle #201 (E-1), Nashville, Tennessee 37221-2111

AND

Being the same property conveyed to Belle Investments, LLC by Quitclaim Deed from Jerry Mark Ervin, a married man, of record in Instrument No. 20130621-0063904, Register's Office for Davidson County, Tennessee, dated June 21, 2013 and recorded on June 21, 2013. (Value of consideration shown in aforementioned Deed \$0.00)

Being also known as 179 Belle Forest Circle #202 (E-2), Nashville, Tennessee 37221-2111

**Bankers Title & Escrow Corp.**

By: 

**Bankers Title & Escrow Corp.**

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## Chicago Title Insurance Company

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:  
Deed From Belle Investments, LLC to a Natural Person or Legal Entity to be designated describing the property set out in Schedule A.  
Deed of Trust from a Natural Person or Legal Entity to be designated and spouse(s) if married, in favor of .
2. Payment of the full consideration to, or to the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
5. Taxes for the year 2019: Map/Parcel 142-04-0B-018.00 -CO (E-1)  
Davidson County: \$ 2,317.03 Delinquent, Plus penalty and interest  
  
Taxes for the year 2019: Map/Parcel 142-04-0B-019.00-CO (E-2)  
Davidson County: \$ 2,449.54 Delinquent, Plus penalty and interest

Note: 2019 taxes remain unpaid and delinquent. Please call the Trustee to verify actual pay-off amounts.

ESTIMATED taxes for the year 2020:

Map/Parcel 142040B01900CO - \$3,277.18

Map/Parcel 142040B01800CO - \$2,317.03

6. The property taxes for this property are unpaid and delinquent. The county and/or city tax departments may add substantial late charges and/or court costs to the base tax amounts stated. Said late fees accrue and increase at the beginning of each month. In order to ensure you collect enough funds at closing to pay the late tax charges, please call the county and/or city trustees and get payment information for the exact day you intend to close.
7. A Deed of Trust by Jerry Mark Ervin, trustor, to R. Rick Hart, trustee, for the benefit of Renasant Bank, beneficiary, to secure a note in the original amount of \$ 215,443.37 secured thereby, dated May 21, 2013, and recorded on June 21, 2013, of record as Instrument Number 20130621-0063988, Register's Office for Davidson County, Tennessee.  
Assignment of Rents recorded on June 21, 2013 of record in Instrument Number 20130621-0064016, in the Register's Office for Davidson County, Tennessee.
8. A Deed of Trust by Belle Investments, LLC, trustor, to R. Rick Hart, trustee, for the benefit of Renasant Bank, beneficiary, to secure a note in the original amount of \$ 0.00 secured thereby, dated October 08, 2013, and recorded on October 25, 2013, of record as Instrument Number 20131025-0111434, Register's Office for Davidson County, Tennessee.  
Assignment of Rents recorded on October 25, 2013 of record in Instrument Number 20131025-0111436, in the Register's Office for Davidson County, Tennessee.

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## SCHEDULE B (Continued)

Modification of Deed of Trust recorded on March 06, 2018 of record in Instrument Number 20180306-0021069, in the Register's Office for Davidson County, Tennessee.

9. Abstract of Suit and Notice of Lien Lis Pendens in Case No. 17-0321-IV Scott Hodes vs. Belle Investments, LLC of record in Instrument No. 20170602-0055230, Register's Office for Davidson County, Tennessee.
10. Affidavit and Authentication of Contract recorded on December 05, 2016 of record in Instrument Number 20161205-0127491, in the Register's Office for Davidson County, Tennessee.
11. We will require a Scrivener's Affidavit to correct certain Deed(s) of record in Instrument No. 20130621-0063903 and Instrument No. 20130621-0063904, in the Register's Office for Davidson County, Tennessee, conveying title to the subject property described therein to Belle Investments, LLC.

Note: This Scrivener's Affidavit is being required due to the following defect contained in the aforesaid Deed(s): Name of Condominium Offices is erroneously referred to as Belleview, when in fact, it is Bellevue.

12. Furnish the following: (a) a copy of the Operating Agreement for Belle Investments, LLC, and any amendments, to confirm the identity of those persons authorized to execute the documents necessary for the transaction; (b) Certificate of Existence from the Secretary of State in the state of formation; (c) Affidavit from Manager/Member authorizing the transaction and confirming that there are no amendments, modifications, etc. or that any amendments/modifications are attached to the affidavit.
13. We will require proof from the Homeowners Association that all dues, fees, and assessments are current, and that the property is in good standing.
14. We will require a non-appealable court order that authorizes the trustee to sell the property and convey the title.
15. NOTE: Please be advised that you will need to obtain Over Limit Approval in the normal manner and our delivery of this Title Search Report does not constitute such approval.
16. NOTE: If the above requirements include a deed of trust(s) to be satisfied and released and such referenced deed of trust (mortgage) is a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Company also requires the following: The Settlement/Escrow Agent must send a written authorization in behalf of the mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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## SCHEDULE B (Continued)

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the Public Records.
7. If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. We assume no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603 et seq.
8. Taxes for the year 2019, a lien due and payable, and now delinquent.
9. Taxes for the year 2020, a lien not yet due and payable.
10. Subject to all matters shown on the Condominium Site Plan of record in Book 6250, Page 380, as amended in Book 6789, Page 588, Register's Office for Davidson County, Tennessee.
11. The premises herein insured is a condominium office established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Bellevue Office Park of record in Book 6040, Page 701, as amended in Book 6147, Page 689 and Supplementary Master Deed of record in Book 6641, Page 171 as re-recorded in Book 6691, Page 430, Register's Office for Davidson County, Tennessee.
12. Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
13. Subject to rights of others in and to the common areas and/or elements.

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