

COMMERCIAL LEASE AGREEMENT

This Agreement is entered into in Nashville, Tennessee, on the 8th day of January, 2016 by and between **ALDEN (NED) HORTON III DBA HORTON PROPERTIES** (herein called "Lessor") and **LONE WOLF BODY ART (AGENTS, BEN DIXON & STACEY DIXON)** (herein called "Lessee"). Lessor hereby agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the real property and improvements located at 1117 LAKEVIEW DR, SUITES 202 and 203, FRANKLIN, TENNESSEE 37067 (herein collectively called "the Premises").

1. **TERM:** The term of this Lease shall be for a period of one (1) year and shall begin on the 8th day of January, 2016 and shall end on the last day of January, 2017. After the last day of January, 2017 this agreement shall move to a three (3)-month to three (3)-month term, at which point either party may give notice for move out with a three (3)-month notice.

Notwithstanding the foregoing, if Lessee determines to relocate its practice and related offices to a different location prior to the last day of January, 2017, Lessee may terminate this Lease at any time after making such determination upon six (6)-month written notice to Lessor to terminate this agreement.

Notwithstanding the foregoing, if Lessor enters into a contract to sell the property to another party other than the Lessee before the last day of January, 2017, or if Lessor finds a need to move his own practice into the location of the Lessee, Lessor may terminate this Lease at any time upon six (6)-month written notice to Lessee to terminate this agreement.

After the last day of January, 2017 Lessor shall extend an option to Lessee for a new lease term of one (1) year and Lessee may continue occupancy under an extended agreement at the below noted rent amount.

2 **RENT:** Rent shall begin on February 1st, 2016 at the rate of \$15,600.00 per year, which shall be paid monthly in the amount of \$1,300.00 per month during contract year February 2016 through January 2017, and which shall increase each year at the beginning of a new contract year throughout any extended terms, by the following schedule:

10% increase for the period of February 1st, 2017 through January 31st, 2018
8% increase for the period of February 1st, 2018 through January 31st, 2019

- A. **Manner of Payment:** All rent payments shall be due and payable on the 1st day of the month, and shall be paid by Lessee to Lessor by means of cash, check or in such other manner as may be agreed upon by the parties.
- B. **Late Fees:** If Lessee fails to pay the full rent payment to Lessor by the 5th day of the month, Lessee shall pay additional rent to Lessor in an amount equal to FIVE (5%) PERCENT of the amount of such full rent payment.

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- C. Interest: If Lessee fails to make any payment due to Lessor by the date due, in addition to all other fees and amounts due, such late payment shall accrue interest at the rate of TEN (10.00%) PERCENT per annum, simple interest, from the due date through the date the payment and all accrued interest have been paid in full. Partial payments shall be applied first to the accrued interest and then to the principal amount outstanding.
- D. Security Deposit: Simultaneously with the execution of this Lease, Lessee has deposited with Lessor a sum equal to one (1) month's installment of rent as security (the "Security Deposit") for the full and faithful performance by the Lessee of all the terms of this Lease required to be performed by the Lessee. It is expressly agreed and understood that the Security Deposit may be commingled with other funds of Lessor, and shall not be considered an advance of rent or as a measure of Lessor's damages in the event of a default by Lessee. Lessor shall have no obligation to Lessee to pay interest on said Security Deposit while such sum is held for security of Lessee's performance under this Lease. In the event of a bona fide sale of the property of which the Premises are a part, Lessor shall have the right to transfer the Security Deposit to the purchaser to be held under the terms of this Lease, and Lessor shall be released from all liability for the return of such Security Deposit to the Lessee.

3. **UTILITIES:** Lessee shall pay all costs and expenses of utility services consumed in connection with the Premises for the entire term of this Lease. Electric and Water will be billed to Lessee, separate from the regular monthly rent, at a rate to be determined by Lessor, based on occupancy and usage throughout the building.

4. **IMPROVEMENTS:** Lessee has agreed to make improvements to the structures and/or grounds of the Premises, and such improvements shall be made prior to or contemporaneously with Lessee's opening for business. All such improvements are described in greater detail on the attached **Exhibit A**, which is hereby incorporated herein and is deemed a material part of this agreement. In addition to the foregoing, if required at any time by any governmental agency, Lessee shall be responsible for performing such work as may be required to place or keep the Premises in compliance with any requirements of the ADA and all other regulations which may apply to the Premises and/or Lessee. All of the aforementioned improvements shall, at the time of each improvement's completion, be considered a part of the Premises owned by Lessor. In making all such improvements, Lessee shall cause the Premises to remain in compliance with all municipal and governmental codes and regulations affecting the Premises.

5. **USE OF PREMISES:** The Premises may be used and occupied by Lessee during the term hereof only for the operation and conduct of a restaurant and/or bar except with the written consent of the Lessor. Lessee shall comply with all statutes, ordinances and regulations governing such business operations. Lessee agrees to make no unlawful or offensive use of the Premises and agrees to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments and administrative bodies. Lessee will not commit any act or engage in any practice in or about the Premises which would cause injury or damage to any person or property, and will use reasonable care and diligence to keep and maintain said Premises in a neat, orderly, and sanitary condition, free of rubbish, dirt or other debris, snow and ice. Lessee further agrees that it will commit no waste on the Premises.

6. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this Lease and shall not sublet any portion of the Premises without prior written consent of the Lessor. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, be deemed a material breach of the Lease by Lessee. In addition, Lessee hereby covenants that no ownership interest in Lessee shall be transferred to a person or entity not a party to this Lease without the prior written consent of the Lessor. Any such transfer without consent shall, at the option of the Lessor, be deemed a material breach of this Lease by Lessee.

7. **ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Premises shall, at the option of the Lessor, be deemed a material breach of this Lease by Lessee.

8. **MAINTENANCE:** Lessee shall keep the Premises in good condition and shall repair, replace, maintain, remodel, redecorate, renovate and take all other actions required with regard to the Premises as may be necessary to keep the Premises in good condition, repair and appearance. Lessee shall carry out all such repairs, replacement, maintenance, remodeling, redecorating, renovating, and other such actions upon the Premises during the term of this Lease at Lessee's sole expense. In this regard, Lessee shall have the affirmative duty to periodically inspect all aspects of the Premises and to perform such repairs, replacement, maintenance, remodeling, redecorating and other such actions as are necessary to keep the Premises in good condition, repair and appearance. Lessee shall periodically notify Lessor of the condition of the Premises following Lessee's inspection thereof and shall advise Lessor of any and all such repairs, replacement, maintenance, remodeling, redecorating, other than routine repairs, replacement, and maintenance, that are necessary or anticipated in the near future to keep the Premises in good condition, repair and appearance. Lessee's obligation to repair, replace, maintain, remodel, and redecorate shall encompass all aspects of the Premises, and shall include the grounds and all structures thereon, including, without

limitation, the exterior walls and roof and other surfaces and items found outside, the interior walls, floors, ceilings, supporting structures and other surfaces and items found inside, any walls, surfaces or items abutting the Premises, all interior and exterior heating and cooling systems and all wiring, devices and other items associated therewith, all plumbing systems and all wiring, devices and other items associated therewith, all electrical systems and all wiring, devices and other items associated therewith, and all other maintenance, repair and replacement expenses that would be related to the Premises. More specifically, Lessee shall regularly and properly replace HVAC air filters with new filters at least every three (3) months. Lessee shall obtain Lessor's prior written approval before commencing with any repairs, replacement, maintenance, remodeling or redecorating that (a) would not be considered "routine" in the ordinary course of business or (b) would require the issuance of a permit by a governmental agency. There is to be NO SMOKING inside of the Premises.

9. **ENTRY AND INSPECTION:** Lessee shall permit Lessor and/or Lessor's agent(s) to enter upon the Premises upon reasonable notice for the purpose of inspecting the Premises. In addition, Lessee will permit Lessor to place signs and other advertisements and/or announcements upon the Premises indicating its availability for Lease at any time within sixty (60) days prior to the expiration of this Lease and upon Lessee's remaining in Default following the expiration of the notice and cure period described below. In addition, Lessee will permit persons desiring to lease the Premises to inspect the Premises upon reasonable request by Lessor.

10. **INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to any person or thing which is caused by, related to, or arises out of the use of the Premises by Lessee, or which occurs on the Premises or adjacent related areas. Lessee agrees to defend, indemnify and hold Lessor harmless from any and all claims for such damages and injuries.

11. **PROPERTY INSURANCE:** Lessor may keep the buildings and other improvements located upon the Premises insured against loss or damage by fire and other casualties, in the maximum amount allowable, with full extended coverage, and may designate the Lessor as the sole beneficiary of said insurance coverage. Lessee shall not keep, authorize or tolerate any act or thing on the Premises which increases the insurance premium cost above that otherwise imposed for insurance on similar-size restaurants/businesses or which invalidates any insurance policy carried on the Premises.

12. **DAMAGE TO OR DESTRUCTION OF THE PREMISES:** In the event that the Premises are totally destroyed or so damaged by fire or other casualty that the same cannot be repaired or restored to satisfactory condition, in the sole discretion of the Lessor, within six (6) months from the date of such occurrence, this Lease shall absolutely cease and terminate and all rent shall abate, as of the date Lessor gives notice, in writing, to Lessee, that the Premises cannot be repaired or restored. If the

Premises can be repaired or restored to satisfactory condition, in Lessor's sole discretion, within six (6) months from the date of such occurrence, then Lessor may repair or restore the Premises with reasonable promptness, having the right to enter upon the Premises (and send his agent(s) thereon) for that purpose whenever necessary, even though the effect of such entry may be to render the Premises temporarily untenable. During such period of repair or restoration, rent shall continue to accrue while untenable if the damage or destruction is caused by the Lessee's misuse, negligence or otherwise by actions or omissions which would constitute a breach of this Lease. Notwithstanding anything contained in this paragraph, Lessor shall not be required to repair or restore the Premises if the cost of such repair or restoration exceeds the extent of the insurance proceeds available, and in such event, Lessor may, at Lessor's sole option, terminate the Lease. Within fifteen (15) days of any such damage or destruction, Lessor shall notify Lessee of its opinions, elections and determinations with regard to repair and/or restoration.

13. **LIABILITY INSURANCE:** Lessee shall be solely liable and solely responsible for all claims for damages and expenses of every kind and character to parties who may claim or sue or demand damages for injuries sustained upon the Premises, and Lessee will defend any such claim for damages or injuries at its own expense. For this purpose, Lessee shall, at its sole expense, procure general commercial liability insurance coverage providing for comprehensive coverage of the Premises for any such risks and hazards as are normally insurable for which Lessor might be held liable. Such insurance shall be of such limits as are reasonable, and shall be at least \$1,000,000.00 for personal injury, loss or damage arising out of one accident or occurrence. Lessor may also procure general commercial liability insurance coverage providing for comprehensive coverage of the Premises for any such risks and hazards as are normally insurable for which Lessor might be held liable. Such insurance may be of such limits as are reasonable, and may also be in the amount of \$1,000,000.00 for personal injury, loss or damage arising out of one accident or occurrence. Lessee shall not keep, authorize or tolerate any act or thing on the Premises which increases the insurance premium cost above that otherwise imposed for insurance on similar-size restaurants or which invalidates any insurance policy carried on the Premises. Lessee shall be solely responsible for paying all premiums and other expenses associated with Lessor obtaining and/or maintaining such insurance, and Lessee shall pay such premiums and/or expenses in full when notified by Lessor of such premium or expense, and the failure of Lessee to pay such premium or expense shall constitute a material breach of this Lease.

14. **NO MECHANIC LIENS:** In its use of the Premises and in the performance of its duties to maintain and furnish the same, if applicable, Lessee will not, under any circumstances, suffer or permit any mechanic's, materialman's or furnisher's lien to attach to the Premises, or any portion thereof, and if any such be asserted, Lessee shall pay and procure the prompt discharge thereof, or, if Lessee desires to contest the same,

Lessee will deposit with the Lessor an amount at least equal to two (2) times the amount in the controversy as security to the Lessor during the period of any such contest.

15. **ABANDONMENT OF PREMISES:** Lessee shall not vacate or otherwise abandon the Premises at any time during the term of this Lease.

16. **CONDEMNATION:** If any part of the Premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation thereunder, this Lease shall as to the part taken, terminate as of the date the condemnor acquired possession, and thereafter Lessee shall be required to pay such proportion of the rent, for the remaining term, as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however, that Lessor may at his option, terminate this Lease as of the date the condemnor acquires possession. In the event that the Premises is condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate as of the date upon which the condemnor acquire possession. All sums which may be payable to Lessor or to Lessee on account of any such condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof.

17. **TRADE EQUIPMENT AND FIXTURES:** Any and all improvements made to the Premises during the term of this Lease or while the Lessee is in possession of the Premises, shall be considered to be a Fixture and shall belong to the Lessor, excepting the Trade Equipment of the Lessee. Upon termination of this Lease, if Lessee is not in default, Lessee may remove all his Trade Equipment, but shall repair or pay for all repairs necessary for any damage to the Premises occasioned by such removal. Trade Equipment shall be defined as those items utilized in the normal and ordinary operation of a restaurant, but shall not include any items that have been bolted, screwed, nailed, glued, pasted, cemented or otherwise firmly attached to any part of the Premises during the term of this Lease or while Lessee is in possession of the Premises, said items being considered Fixtures. The parties acknowledge that there are certain items of trade equipment currently located within the Premises, and that such items are reflected in the photographs attached hereto as **Exhibit B**. None of said items shall be removed from the Premises without the consent of Lessor. In the event Lessee desires to remove any such items, Lessee shall give notice to Lessor of such intent and Lessor shall have the option of removing such items for storage or notifying Lessee that it may dispose of such items. In any event, upon termination of this Lease, Lessee shall return the Premises to Lessor with substantially the same amount of trade equipment in the Premises as existed on the day Lessee took possession of the Premises.

17. **DEFAULT:**

- A. Events of Default: Upon the happening of any one or more of the following events, Lessee shall be in default and material breach of the Lease:

- (1) If Lessee should fail to make any payment or take any action required under the terms of this Lease when due;
- (2) If Lessee or any guarantor is adjudged a bankrupt or a Receiver of Trustee be appointed for the Lessee's or any guarantor's property, or any other execution, lien, or legal process is levied upon Lessee or any guarantor;
- (3) In the event the Lessee or any guarantor makes a general assignment for the benefit of its creditors or files a petition for reorganization, or an arrangement under the substantially similar thereto; or
- (4) In the event Lessee violates any of the terms, covenants, provisions or conditions of this Lease.

- B. Notice and Cure Period: Upon the happening of an event of default as described above in the preceding subparagraph, Lessor shall give to the Lessee three (3) days' notice and opportunity to cure such default, such notice to be sent to the Lessee by regular mail, facsimile, email or hand delivery, at Lessor's sole discretion. Upon the expiration of such notice and cure period, in the event that Lessee has not completely and unequivocally cured said default(s), then Lessor shall have the absolute right, at Lessor's sole discretion, to terminate this Lease, to reenter the Premises and take exclusive possession thereof, to remove Lessee therefrom and to prevent Lessee's return thereto. Lessee hereby specifically waives any and all rights or claims that Lessee may have or hereinafter obtain to allege wrongful re-entry or improper ejectment against Lessor. Lessor shall further have the absolute right to relet the Premises or parts thereof, and such reentry an/or reletting shall not discharge Lessee from any liability or obligation hereunder, except that all net rents collected from others as a result of such reletting shall be a credit on the Lessee's liability for rents payable under the remaining term of this Lease. The failure of Lessor to give notice after one default shall not constitute a waiver of Lessor's right upon any subsequent default.
- C. Definition of Notice and Cure Period: The three (3) days' notice and cure period referenced above in the preceding subparagraph shall be defined as beginning at Noon on the day of the date of the notice and ending at Noon on the third day from the date of such notice, without regard for weekends or holidays. (By way of example only, if the notice is dated Wednesday, December 22, then the cure period shall expire at Noon on December 25)
- D. Lien to Secure Payments and Injunctive Relief. Lessee agrees and acknowledges that in the event of a default by Lessee, Landlord shall have an equitable lien against all of Lessee's inventory, trade equipment and all

other items that may be found within and without the Premises to secure all of Lessee's obligations under this Lease. In the event of such default, Lessee hereby consents to Landlord's obtaining injunctive relief against Lessee to prevent Lessee from removing any items from the Premises so that Lessor's lien against such items is protected.

- E. Reservation of Rights: Nothing herein, however, shall be construed to require the Lessor to terminate this Lease, reenter and relet in any such event or events, nor shall anything herein be construed to postpone the right of Lessor to sue for rent or other payments, whether past due or whether matured by acceleration or otherwise; provided, however, that Lessee shall have the right, within the notice and cure period above provided, to cure any default or defaults, and if such default is cured by Lessee with such period, the Lessor shall not have the right to proceed with forfeiture, termination or reentry. Failure to give any of the notices above provided shall not constitute a waiver of any right on subsequent breach.
- F. Rights Upon Breach by Lessee: Upon the failure of Lessor to perform any of its obligations hereunder, Lessee shall be entitled to all rights and remedies at law and in equity, including without limitation offset against rent and specific performance.

19. **ATTORNEYS' FEES**: If it becomes necessary for Lessor to institute or defend legal proceedings to enforce any of the terms, conditions, provisions or obligations set forth in this Lease, Lessor shall be entitled to recover from Lessee all costs and expenses incurred by Lessor in connection with Lessor's involvement in such legal proceedings, including Lessor's reasonable attorneys' fees, litigation expenses, expert witness fees and court costs.

20. **WAIVER**: No failure of Lessor to enforce any term, condition or obligation contained in this Lease shall be deemed to be a waiver of such term, condition or obligation by Lessor.


21. **NOTICES**: Unless otherwise specifically set forth in this Lease, any notice which either party may or is required to give under this Lease shall be given by mailing such notice, postage prepaid, first-class mail, to the Premises to the attention of Lessee, and to Lessor at the address shown below, or at such other places as may be designated by the parties in writing.

Notice to Lessor:

ALDEN (NED) HORTON III
DBA HORTON PROPETIES
136 Rosa L Parks Blvd
Nashville, TN 37203

22. **APPLICABLE LAW:** The laws of the State of Tennessee shall govern the validity, performance and enforcement of this Lease.
23. **ENTIRE AGREEMENT:** Lessor and Lessee hereby acknowledge that this Lease contains the entire agreement and understanding between Lessor and Lessee related to the Premises; and further acknowledge that there are no other oral or written representations, statements, promises, conditions or agreements being relied on by either party other than those contained or specifically referenced in this Lease.
24. **PRIOR AGREEMENTS:** Any and all agreements between Lessor and Lessee related to the Premises entered into before the execution of this Lease shall be, and are hereby declared, null and void and of no effect whatsoever.
25. **AMENDMENTS:** Any amendment to this Lease must be made in writing, signed and dated by both Lessor and Lessee.
26. **SEVERABILITY:** If any term, condition or provision set forth in this Lease shall be deemed void, ineffective or otherwise unenforceable, it shall not affect any other term, condition or provision of this Lease, and all such other terms, conditions and provisions shall remain enforceable and in full force and effect, such other terms, conditions and provisions being deemed severable by the parties.
27. **TIME OF THE ESSENCE:** Time is of the essence in this Lease with regard to all promises, terms and conditions contained herein.
28. **PARKING:** The current parking spaces located on the Premises are to be shared between all Lessees of the property. If there becomes a need, Lessor may determine a particular assignment of parking spaces allocated to each tenant. Until there is a need for assignment, it is expected that all parties can work together to fairly navigate the parking arrangement. Lessee shall take no action related to the Premises which would have the effect of reducing the number of parking spaces currently provided. In the event that Lessee desires to take such action, the parties acknowledge that they will have to provide for such event by subsequent negotiation and agreement.

IN WITNESS WHEREOF, Lessor and Lessee have affixed their signatures below and thereby caused this Lease to become duly executed and to come into full force and effect on the date first set forth above.



("Lessee")

**LONE WOLF TATTOO
(AGENT, BEN DIXON)
("Lessee")**

1-8-16

(Date)

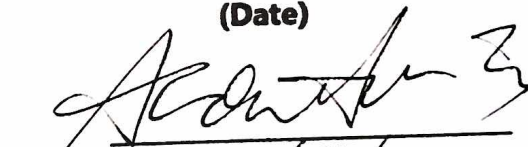


("Lessee")

**LONE WOLF TATTOO
(AGENT, STACEY DIXON)
("Lessee")**

1-8-16

(Date)



("Lessor")
1/8/16

(Date)

**ALDEN (NED) HORTON III
DBA, HORTON PROPERTIES
("Lessor")**