

LEASE

THIS LEASE, executed as of the 9 day of October, 2018, at Franklin, in the County of Williamson and State of Tennessee, by and between Horton Properties, hereinafter called "Lessor," and 112Fit LLC dba CrossFit Freeflow, a Tennessee limited liability company, "Lessee," Witnesseth:

(1) **Premises.** In consideration of the rents agreed to be paid and the covenants hereinafter set out to be performed by the Lessee, leases to Lessee:

(a) Certain realty located at 1115 Lakeview Drive, situated in the Williamson County, Tennessee, being designated as Tax Map No. Parcel Number on the Maps of the Williamson County Assessor of Property

(b) The improvements currently located on the Leased Premises, together with all other improvements hereafter erected thereon.

(2) **Lease Term.** This Lease shall be for a term of Thirty-Six (36) months, and to commence on October 1, 2018, and to end on September 28, 2021. Should Lessee remain in possession of the Leased Premises with the consent of the Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease but shall be terminable on thirty (30) days written notice served by either Lessor or Lessee on the other party. Tenant shall have 2, three-year options to renew at the same terms and conditions.

Notwithstanding the foregoing, the commencement of this Lease is expressly contingent upon approval by Lessor of Lessee's credit application, in Lessor's sole discretion.

(3) **Possession Date.** Lessor and Lessee agree that the Possession date shall occur on October 1, 2018.

(4) **Basic Rent.** Lessee shall pay the sum of Four Thousand Five Hundred and No/00 Dollars (\$4,500.00) per month for rental of the demised premises, which shall be due and payable in advance on the first day of each month, without demand and made to Lessor at: 600 MEDICAL PARK DR. MADISON 37115, which address may be changed from time to time by Lessor by giving notice as hereinafter set forth. Basic Rent for years one (1) through three (3) shall be fixed. Thereafter, beginning in year (4) and continuing throughout the remainder of the term of the Lease, Basic Rent shall increase by three percent (3%) annually. Notwithstanding the foregoing, Lessee shall have no obligation to pay Basic Rent to Lessor in months four (4) and seven (7).

(5) **Late Payments.** If said rent is not paid by the 5th (fifth) day of the respective

month in which it is due and payable, the rent will be considered late and (a) Lessee will be in default, lease is terminated or (b) Lessee charged 10% late fee or Default Rate.

(6) Condition of Premises. By accepting and occupying the premises, the Lessee agrees that the same are approved by it and are received in good order and condition. All maintenance on the premises, inside and outside, shall be the obligation of the Lessee. The Lessee further agrees that it will keep the premises in good order and will return same in good order and condition upon the expiration or termination of this Lease, ordinary wear and tear excepted; and on failure so to do, the Lessor may have the premises put in the stipulated condition and hold the Lessee accountable for any expenditures so required or hold the Lessee liable for damages, all at the Lessor's option.

(7) Maintenance. Lessee expressly hereby agrees that they shall be responsible for all maintenance on the premises, inside and outside, including but not limited to the heating, ventilating, air conditioning, electrical, plumbing, other utilities, interior and exterior, including parking areas, blacktop, landscaping, and equipment shall be the obligation of the Lessee. The Lessee further agrees that the premises will be maintained in good order and will be returned in such condition upon the expiration or termination of this Lease, ordinary wear and tear excepted. Upon failure to do so, the Lessor may have the premises put in the stipulated condition and hold the Lessee accountable for any expenditure so required or hold the Lessee liable for damages, all at the Lessor's option. Notwithstanding the foregoing, Lessor shall be responsible for the maintenance and repair of exterior walls, roof, foundation, backflow valve, and electrical and plumbing systems on the exterior of the Leased Premises.

(8) Utilities. Lessee shall, at Lessee's own expense, provide for electricity, water, sewer, gas, telephone service, cable, and other utilities rendered to the Leased Premises during the Lease term and any extensions.

(9) Keys, Safes and Security Systems. At termination of Lease, Lessee agrees to surrender to Lessor all keys to unlock each door entering the Building, and all such keys, combinations to locks on all safes, cabinets and vaults which will remain in the Building.

(10) Build-Out, Remodeling and Structural Improvements. All installations and improvements now or hereafter placed on the Leased Premises shall be at Lessee's cost. Lessee shall not make any structural alterations and/ or improvements on the Leased Premises and shall not remove or demolish any improvements on the Leased Premises without first obtaining the Lessor's express written consent, which shall not be unreasonably withheld in each instance. Consent in one instance shall not be deemed consent to any other improvements and / or alterations. The Lessee agrees that any and all improvements made shall be done in a proper workmanlike fashion and in full compliance with all applicable building code regulations, and in accordance with the standards of construction of like structures in the Williamson County area.

Lessee shall be responsible for and shall carry insurance covering any improvements or betterments made by Lessee to the Leased Premises and all their equipment, trade fixtures, and other property therein or thereon in accordance with paragraph 10 of this lease agreement.

Lessor shall provide Lessee with a build-out allowance in the amount of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) within fifteen (15) days of receipt of written notice from Lessee that there has been completion of any and all remodeling or build-out of the Leased Premises.

(11) Signs. The Lessee shall have the right, at the Lessee's sole expense, to install and maintain, signs (including a pylon sign) upon the Premises subject to any applicable governmental laws, ordinances, regulations and other requirements. Lessee's signs may contain Lessee's color schemes and logos.

Upon the termination of this Lease (if no Lessee Default exists) Lessee shall remove all such signs in such a manner so as to avoid injury or defacement of the Leased Premises, and at their own expense make any restoration of the Leased Premises necessitated by such removal, and all such trade fixtures shall remain the property of the Lessee.

(12) No Mechanic's Liens. Lessee shall promptly pay when and as due for all such improvements and shall not permit or suffer mechanics' or furnishers' liens or other comparable charges to be placed against the Premises or attached to the realty. In the event any lien claim is filed against the Premises as a result of any such improvements by the Lessee, the same shall be removed within fifteen (15) days by posting a bond or other appropriate means. Failure to so terminate such lien within the time stated will permit the Lessor, without further demand, notice, or reentry to terminate this Lease and put out the Lessee or other person occupying the Leased Premises and to remove all personal property of any occupant therefrom. All improvements, replacements or betterments made by Lessee during the term of the Lease pursuant to the provisions above herein shall be the property of the Lessor. This provision shall not include trade fixtures which as otherwise provided herein shall remain the property of the Lessee.

If Lessee shall fail to discharge or bond around a lien for which Lessee is responsible hereunder within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge such lien or claim by paying the amount claimed to be due. Any amount paid by Lessor for the satisfaction of a lien or claim for which Lessee is responsible hereunder shall be paid by Lessee to Lessor on demand, with a 10% (ten percent) penalty. / OR "Default Rate"

(13) Use of Premises. Lessee agrees that they shall use the premises as a CrossFit Gym business only. Lessee further agrees that they will not permit any use of the premises which will

void, invalidate or increase the rates for insurance thereon, and will further utilize and occupy the premises in full compliance with all statutes, ordinances and governmental regulations applicable thereto, and will suffer no violation of same.

(14) Indemnity. Lessee agrees to hold the Lessor harmless against all claims for personal injury, death or property damage by any parties or persons, including, but not limited to, Lessee and its employees, invitees and licensees, who may sue or demand damages for injuries sustained upon the premises or upon the sidewalks adjacent thereto, or claim as a result of this Lease or any aspect thereof during the term of this Lease. Further, Lessee agrees to hold the Lessor harmless against any and all costs and expenses (including any costs of defense) incurred or arising out of such claims. Lessee further agrees that at all times during this Lease the Lessee will, at Lessee's expense, carry public liability insurance, protecting both Lessee and Lessor against claims for personal injury, death or property damage. Such insurance shall be maintained in an amount of not less than \$895,000 for any person injured in any one incident, and \$1,000,000 for persons injured in any one incident, and \$1,000,000 property damages and/or total limits of \$2,000,000, and shall be carried in a company or companies approved by the Lessor, qualified to do business in the State of Tennessee. The Lessee agrees further to furnish to Lessor, from time to time, policies and/or receipts showing coverage maintained, and payment of premiums or other satisfactory evidence that such insurance remains in full force and effect and that the Lessor is named as insured therein.

(15) Lessee to Furnish Fire Insurance. Lessee agrees that they will, throughout the Lease term, keep the demised premises, including all and any improvements constructed by the Lessee during the Lease term, covered by fire and extended coverage insurance in an amount which at all times shall in no event be less than the replacement value of the property and shall also carry plate glass insurance covering the premises; or in the event Lessor shall so elect, Lessor may carry such insurance, at Lessee's expense. All such insurance, whether taken by the Lessee or the Lessor, shall be payable to the Lessor and Lessee as their interest shall appear. Such insurance premiums shall be paid by the Lessee and proof of such payment shall be furnished to the Lessor at least ten (10) days prior to any expiration date of such policy. Further, it shall be the responsibility of the Lessee to secure all physical damage insurance coverage for any and all of Lessee's personal effects located within or upon the premises.

The Lessor and Lessee on their own behalf and on their respective insurers' behalf hereby expressly waive any and all claims against each other for loss and/or damage to the premises, property or business caused by any of the perils contained in standard fire insurance policies with extended coverage or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, the foregoing waivers do not invalidate any policy of insurance of the Lessor and Lessee.

(16) Payment of Taxes. Lessee agrees to pay all taxes, which shall be levied or payable during the term of this Lease against the demised premises, including the municipal, state,

federal or otherwise, and proof of payment given to the Lessor on or before February 1 of each year. Specifically, Lessee shall pay all real estate and ad valorem taxes assessed for the land, building, and improvements thereon during the term of this Lease. Lessee shall also pay, as the same become due and payable, all personal property taxes and assessments levied on or with respect to all of the equipment, inventory, machinery and other personal property of Lessee located in or about the Demised Premises.

The Leased Premises are not part of a larger tract of land and are separately assessed for real property tax purposes. Lessee agrees to pay all taxes, which shall be levied or payable during the term of this Lease against the Leased Premises, including the municipal, state, federal or otherwise, and any other charges which are levied against the Premises and which are attributable to Lessee's use of the Premises, and proof of payment given to Lessor on or before February 20 of each year. Specifically, Lessee shall pay all real estate and ad valorem taxes assessed for the land, building, and improvements thereon during the term of this Lease. Lessee shall also pay, as the same become due and payable, all personal property taxes and assessments levied on or with respect to all of the equipment inventory, machinery and other personal property of Lessee located in or about the Leased Premises.

Lessee covenants and agrees to pay before they become delinquent, all Taxes on the Leased Premises which may be assessed and payable during the Lease Term and for which Lessee has received tax statements issued by the proper taxing authorities from Lessor. Lessor shall deliver the applicable tax statements to Lessee at the earliest date possible so that Lessee can take advantage of all available discounts for prompt and early payment, to the extent the same are available in accordance with applicable law, provided, however, Lessee shall have no obligation to pay such Taxes early, its only obligation being to pay such Taxes prior to delinquency.

(17) Damage to Premises. Should the improvements on the Leased Premises be damaged or destroyed by fire, windstorm or other casualty, Lessee shall give immediate written notice thereof to the Lessor, and Lessee shall promptly repair or replace, utilizing the proceeds of insurance maintained by Lessee for such purpose. In no event shall the restoration or replacement of the Leased Premises to a leaseable condition exceed six (6) months. Should such damage or destruction be of a minor character, the Lessee will make restoration of the Premises within ninety (90) days. Lessor shall have the right of access to the Premises as set forth herein. Unless voided, this Lease shall remain in full force and effect.

If all the proceeds of insurance provided for in paragraph 9 are not made available to Lessee for such reconstruction; the Lessee shall have no responsibility to reconstruct same, and this Lease may be terminated at the option of either party, within thirty (30) days after such destruction, damage, etc., or on the failure of either party to so cancel this Lease, then Lessor shall proceed to restore or replace the premises in a Lessee able condition. Lessor shall have the

right of access to the premises for the purpose as set forth herein.

Unless voided, this Lease shall remain in full force and effect. However, the rent payable hereunder following such damage or destruction and during the period in which the Demised Premises are unleaseable, in whole or in part, shall be abated according to the time the Lessee is deprived of the use of the premises during the period of restoration.

(18) Default, Insolvency or Bankruptcy of Lessee. Should the Lessee default in the prompt payment of any rental when and as due or in the performance of any covenant or obligation assumed by the Lessee hereunder, the Lessor shall have the right at Lessor's option to treat the Lease as thereby terminated, and the Lessor may reenter and take possession of the premises without notice or demand or legal process, but the Lessee shall, nevertheless, be liable for all loss or damages resulting from such default. Lessor shall have the right to relet the premises as agent of the Lessee to such party as Lessor may deem suitable, and may hold Lessee liable for any loss or damages whether suffered in reletting, or by reason of the property remaining vacant or for any damage done to the premises. In the event the Lessee should file any proceedings in bankruptcy, whether voluntary or involuntary, or make any assignments for the benefit of creditors, or be a party to any litigation in the State or Federal Court in the insolvency of the Lessee, this Lease shall terminate upon the filing of such proceedings, but the Lessee shall, nevertheless, be liable for all losses and damages resulting to the Lessor as a result of such termination of such Lease.

The Lessor, on reletting the premises following the termination for any reason set forth above herein, shall have the option to determine, upon such reletting whether or not such is being done as agent for the Lessee, or if the Lessor is acting on Lessor's own behalf.

(19) Default of the Lessor. Should Lessor be in default under the terms of this Lease, Lessor shall have reasonable and adequate time (and in no event more than thirty (30) days, except as hereinafter set out), in which to cure the same, after written notice to Lessor by Lessee of such default. Lessor shall have an equitable time to cure any delays, not caused by the Lessor, provided that in no event shall such additional time exceed a period of thirty (30) days.

(20) Non-Waiver of Default. Failure of the Lessor to treat this Lease as terminated by failure of the Lessee to comply with or as a result of a breach by the Lessee of any term or condition herein shall not constitute a waiver of the Lessor's right to elect to treat this Lease as terminated in the event of any subsequent failure to comply, or breach by the Lessee and such right of termination by the Lessor shall be deemed a continuing one. Further acceptance of rent by the Lessor shall not be deemed a waiver of the Lessee's breach of any obligation hereunder (other than the failure to pay the rent) or the Lessor's right to terminate this Lease because of such breach. In the event the Lessor waives the breach of any covenant or condition or Lessee's failure to comply with any terms hereof, the same shall not constitute a waiver of any other

failure to comply or breach of terms by the Lessee, whether such failure or breach be known at the time of such waiver. Lessor's right to declare default as set forth above herein shall be deemed a continuing one. The waiver by Lessor of any breach of a covenant or condition by the Lessee shall not constitute a waiver of any other breach of any other covenant or condition hereof.

(21) Eminent Domain. If the leased premises are condemned for public use or if such a portion is condemned so as to prevent the Lessee from using the leased premises in substantially the same manner as heretofore used, then either the Lessee or the Lessor shall have the option to terminate this Lease as of the date when Lessee is required to yield possession, and the rent hereunder shall be prorated to the date of termination. If a portion of the leased premises is taken or condemned, and if such taking does not prevent the Lessee from using the leased premises in substantially the same manner as heretofore used, then the Lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the day the Lessee surrenders possession of the portion taken, the rent shall be reduced in proportion to the decrease in the fair rental value of the leased premises. The entire award for the taking of any of the leased premises whether taken in whole or in part, shall belong to the Lessor.

(22) Waiver of Notice, Demand for Re-entry. All demands for rent and all other demands, notices, entry and reentry provided for under the common law or otherwise, which are not expressly required by the terms hereof, are hereby waived by Lessee.

(23) Attorneys Fees and Costs. In the event the Lessor shall employ an attorney for the purpose of defending or enforcing any provision of this Lease or regaining possession of the property upon default by the Lessee, Lessee agrees to pay reasonable costs of same to the Lessor, including attorney's fees and court costs.

(24) Non-Assignment or Subletting. The Lessee may not assign this Lease or sublet the leased premises, either in whole or in part, without the prior written consent of the Lessor. The Lessor will not unreasonably withhold this consent, however in determining the reasonableness of such consent, or the withholding of same, the Lessor shall have the unequivocal right to predicate such consent on the financial responsibility of the assignee or subLessee, the suitability of the use to which such assignee or subLessee proposes to use the premises, whether or not such use would violate any law, regulation or covenant, as well as the Lessor's determination that such use by the assignee or subLessee would have an adverse effect on the Lessor, Lessor's business interest, or the business interest of any other Lessee or Lessees of the Lessor. Lessor's determination in such regard shall be absolute.

Lessee may not encumber the Demised Premises or cause the Demised Premises to be

encumbered, either in whole or in part. Lessor may assign and/or sell this Lease at any time without the prior written consent of Lessee.

(25) Nuisance. Lessee shall not commit any nuisance on or about the premises and shall save Lessor harmless from, and shall indemnify Lessor against any claims relating thereto. Lessor shall not commit any nuisance on or about the premises and shall save the Lessee and its sublessees harmless from, and shall indemnify Lessee and its sublessees against any claims relating to the Lessor's commission of a nuisance. Lessee covenants and agrees that it shall at all times during the term of this Lease use and conduct the operations on the premises in strict compliance with all federal, state and local laws, statutes, ordinances and regulations, including, without limitation, all laws relating to environmental matters as to the use, storage, generation, disposal and transportation of Hazardous Substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", and as amended by the Superfund Amendments and Reauthorization Act, "SARA"). Lessee agrees to hold harmless, indemnify and defend the Lessor from and against any and all claims, causes of action, demands, liens, costs, liabilities, fines and expenses lodged against or suffered by the Lessor arising directly from or out of, or in any way connected with: (i) the presence on the premises of Hazardous Substance, and (ii) any violation or alleged violation of any federal, state or local environmental law, statute, regulation, ordinance or administration or judicial order relating to Hazardous Substance on the premises.

(26) Right of Inspection. Lessor shall have the right to enter upon the Leased Premises at all reasonable times to inspect same or for any other lawful reason or purpose to determine the compliance with the provisions of this Lease. At any time within 120 (one hundred twenty) days prior to the expiration of the initial term or any option term, as the case may be, if the required notice not to renew has not been received by Lessor, then Lessor shall have the right to label the Premises for rent and to show same at all reasonable hours.

(27) Possession on Termination or Expiration. Upon expiration of this Lease or upon termination thereof, as herein provided, the Lessee agrees to give peaceable and quiet possession of the premises to Lessor. In any event should Lessee continue to occupy the premises after the termination of this Lease, whether with or without Lessor's consent, such tenancy in no event shall be for any greater period than from month to month and shall be subject to all other provisions of this Lease and such continued occupancy shall not defeat Lessor's right to immediate possession as herein provided.

(29) Notice.

CONTACT INFORMATION, LESSOR:

CONTACT INFORMATION, LESSEE:
112Fit, LLC dba CrossFit Freeflow, Joshua West and James Summer

1346 Saybrook Crossing
Thompson Station TN 37174

(29) **Lessor's Warranty.** Lessor covenants that he is lawfully seized and possessed of and has a perfect right to execute this Lease, and covenants that the Lessee, while in full compliance with the terms, conditions, and provisions hereof shall have peaceful possession of the premises.

JW
NTA
~~(30) **Triple Net Lease.** It is expressly understood and agreed between Lessor and Lessee that this is a triple net lease as the term is customarily known in the commercial trade and that the Lessor shall have no responsibility whatsoever for the payment of any expenses with regard to the Demised Premises whatsoever, as the Lessee will be paying all taxes, insurance, utilities, maintenance and every other type of expense whatsoever attributable to the Demised Premises.~~

LANDLORD PAYS PROPERTY TAXES & INSURANCE - TENANT

JW
NTA
(31) **Severability.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

**PAY ANY
INCREASE IN
PROPERTY
TAXES OVER
BASE 2018
year**

(32) **Definitions and Captions.** Whenever the words "Lessor" and "Lessee" are used herein, they shall be construed to include their respective successors and assigns. The headings and captions of separate provisions contained in this Lease Agreement are inserted for convenience and reference purposes only, and are not to be deemed a portion of, or to be used in the construction of, this Lease Agreement.

(33) **Short Form Recordable Lease.** A short form recordable Lease may be executed by and between these parties, however, this Lease Agreement shall not be recorded but shall serve as the memorandum of the agreement of the parties and shall be an enlargement of and shall be construed in conjunction with the recordable short form Lease.

(34) **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, between the parties hereto.

(35) **Applicable Law.** This Lease, its validity, performance, and enforceability shall be interpreted and construed in accordance with the laws of the State of Tennessee, and all rights and responsibilities arising hereunder shall be controlled by the laws of the State of Tennessee regardless of the form of any action brought with respect thereto.

(36) Entire Agreement. This Lease, and any exhibits attached hereto and forming a part hereof, set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee or their agent relative to the Demised Premises, and there are no other promises, agreements, conditions or understandings, either oral or written, between the parties other than those herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of the parties, and by direct reference therein made a part hereof.

(37) Security Deposit. Prior to commencement of the Lease, Lessee has paid to Lessor as security for Lessee's fulfillment of the conditions of the Lease a security deposit of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00). Lessor shall deposit the Security Deposit in Lessor's general account with Lessor retaining the interest if the account is interest bearing. Lessee shall receive a full refund of the Security Deposit upon Lessee's fulfillment of the conditions of the Lease.

(38) Brokerage. Loch Company has performed a service in this lease transaction, is the procuring cause of the Lease and is entitled to compensation paid by the Lessor, as set forth in a separate agreement by and between Loch Company and Lessor.

(39) Special Conditions to lease:

- a.** Inspection Period. Tenant shall have a ³ 3-day inspection period from the execution date of this lease. To fully analysis the buildings condition. For any reason Tenant may cancel this lease during the inspection period. Thereafter, Tenant is bound by the terms and conditions.
- b.** Lease shall be in the name of 112Fit LLC dba CrossFit Freeflow, a Tennessee limited liability company. Members of the LLC shall personally guarantee the lease. In the names of: Joshua West and James Sumner. Guaranty of Lease Agreement form is attached hereto as Exhibit A.

(SIGNATURES ON FOLLOWING PAGE)

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

LESSOR:

By: 

LESSEE:

112Fit, LLC dba CrossFit Freeflow

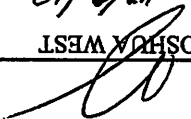
By: Joshua West, Member
Printed: _____
Title: _____

James Sommer, Member

EXHIBIT A

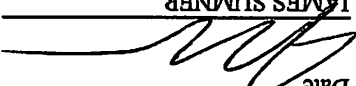
SIGNED AND DELIVERED as of the date first specified above.

GUARANTOR:



JOSHUA WEST

Date 10/9/18



JAMES SUMNER

Date 19 OCT 2018

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made as of the 9 day of October, 2018 (the "Effective Date"), by and between Joshua West and James Sumner (collectively "Guarantor"), to and for the benefit of Alden Horton ("Lessor").

RECITALS

A. Lessor and 112Fit, LLC, a Tennessee limited liability company, as Lessee, are parties to that certain Lease Agreement, including all modifications and amendments thereto, dated 10-9-18, 2018 (collectively, the "Lease").

B. Lessor requires and Guarantor has agreed to personally and unconditionally guarantee the performance of all terms and conditions contained in the Lease.

NOW, THEREFORE, in consideration of the Recitals set forth above and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. Recitals. The Recitals set forth above are incorporated herein and shall be deemed terms and provisions hereof.

2. Guaranty. For the term beginning on the Effective Date and terminating upon expiration of the Lease, Guarantor absolutely, unconditionally and irrevocably guarantees to Lessor:

(a) The full and prompt payment when due, whether upon acceleration or otherwise, and at all times thereafter, of any and all rentals, debts and obligations of Lessee for the payment of money, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, due or to become due, known or unknown to Guarantor at the time of the execution of this Guaranty, including, without limitation, all Rent, late fees, payments in respect of real estate taxes, assessments, governmental charges, premiums for insurance policies, amounts required to discharge mechanics' and materialmen's liens and claims therefor, and any other sums which may now be or hereafter become due by Lessee under the Lease;

(b) The payment of all Enforcement Costs (as hereinafter defined); and

(c) The full, complete and punctual observance, performance and satisfaction of all covenants, terms, conditions, obligations, duties and agreements of Lessee under the Lease.

All amounts due and debts, liabilities and payment obligations described in subparagraphs (a) and (b) of this Paragraph 2 are referred to herein as the "Liabilities". All obligations described in subparagraph (c) of this Paragraph 2 are referred to herein as the "Obligations".

3. Lessor's Remedies.

(a) This Guaranty is an absolute, irrevocable, present and continuing guaranty of payment and performance and not merely a guaranty of collection. In the event of any default by Lessee under the Lease or under any other obligation to Lessor, after the expiration of any cure period applicable thereto, Guarantor agrees, on demand by Lessor, to pay all Liabilities then due hereunder. In the event that there shall be any default by Lessee, Guarantor or any other party under the Lease in the due and timely performance and observance of the Obligations or any of them after the expiration of any cure period applicable thereto, then, in such event, Guarantor agrees, on demand by Lessor: (i) to perform the Obligations; and (ii) to indemnify and hold Lessor harmless from and against any and all loss, damage, cost, expense, injury or liability Lessor may suffer or incur in connection with the exercise of the rights under the Lease, this Guaranty or otherwise in respect of the Leased Premises. If Guarantor fails to commence and pursue diligently the performance of the Obligations after the expiration of any cure period

applicable thereto as provided in the immediately preceding sentence and if such failure continues for five (5) days after receipt by Guarantor of written notice from Lessor demanding the performance of Guarantor, then, either before or after pursuing any other remedy of Lessor against Guarantor or Lessee and regardless of whether Lessor shall ever pursue any such other remedy, Lessor shall have the right (but not the obligation) to perform the Obligations or to call upon any other reputable parties to perform the Obligations, and shall have the right to expend such sums as Lessor in its reasonable discretion deems proper in order so to complete the performance of the Obligations. During the course of the performance of any Obligations undertaken by Lessor or any other party on behalf of Lessor, Guarantor shall pay on demand any amounts due to third parties in connection therewith. All amounts required to be paid by the terms hereof shall be included within the term "Liabilities," and all obligations required to be performed by the terms hereof shall be included within the term "Obligations".

(b) Notwithstanding anything contained herein to the contrary, in any action to enforce any of the liabilities or obligations of the Guarantor under this Guaranty, Lessor, at its election, may proceed against the Guarantor with or without: (i) joining Lessee in any such action; (ii) commencing any action against or obtaining any judgment against Lessee; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security (including, without limitation, any security deposit or other guaranties) which may be given to secure Lessee's obligations under the Lease, or to obtain any judgment, decree or foreclosure sale with respect thereto. Nevertheless, the maintenance of any action or proceeding by Lessor to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Lessor from demanding and receiving the payment of such sums and the performance of such other terms, covenants and conditions from Guarantor, or from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Lessee under the Lease. Guarantor does hereby consent that, without affecting the liability of Guarantor under this Guaranty and without notice to Guarantor, time may be given by Lessor to Lessee for payment of rent and such other sums and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgence granted from time to time, or Lessee may be dispossessed or Lessor may avail itself of or exercise any or all of the rights and remedies against Lessee provided by law or by the Lease, and may proceed either against Lessee alone or jointly against Lessee and Guarantor or against Guarantor alone without first proceeding or exhausting any remedy or claim against Lessee.

4. **Return of Payments.** Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Lessor to any Liabilities is rescinded or returned by Lessor for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Liabilities shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Lessor, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities and Obligations, all as though such application by Lessor had not been made. Guarantor does hereby further agree that with respect to any payments made by Guarantor hereunder, Guarantor shall not have any rights based on suretyship, subrogation or otherwise to stand in the place of Lessor so as to compete with Lessor as a creditor of Lessee, and Guarantor hereby waives all such rights to the fullest extent permitted by law.

5. **No Discharge.** Guarantor agrees that the obligations, covenants and agreements of Guarantor under this Guaranty shall not be affected or impaired by any act of Lessor, or any event or condition except the final and unavoidable performance of all Obligations and payment of all Liabilities and any other sums due hereunder. Guarantor agrees that the liability of Guarantor hereunder shall not be discharged by, and Guarantor hereby irrevocably consents to: (i) any subsequent change, modification or amendment of the Lease in any of its terms, covenants and conditions, or in the Rent or any other sums payable thereunder, or in the Term thereof, or in the Leased Premises demised thereby (whether said Premises be expanded, contracted, relocated, substituted or otherwise altered), and to any assignments of the Lease and to any subletting of the Leased Premises, and to any extensions or renewals of the Lease or its Term; (ii) the renewal or extension of time for the payment of the Liabilities or performance of the Obligations under the Lease or any other agreement relating to the Leased Premises; (iii) any failure, omission, delay or inadequacy, whether entire or partial, of Lessor to exercise any right,

power or remedy regarding the Lease or to enforce or realize upon (or to make any guarantor a party to the enforcement or realization upon) any of Lessor's security for the Lease, including, but not limited to, any impairment or release of such security by Lessor; (iv) the existence of any set off; claim or counterclaim or the reduction or diminution of the Liabilities, or any defense of any kind or nature, which Guarantor may have against Lessee or which any party other than Lessee has against Lessor; (v) the application of payments received from any source to the payment of any obligation other than the Liabilities, even though Lessor might lawfully have elected to apply such payments to any part or all of the Liabilities; (vi) the addition or release of any and all other guarantors, obligor and other persons liable for the payment of the Liabilities and/or performance of the Obligations, and the acceptance or release of any and all other security for the payment of the Liabilities and/or performance of the Obligations; or (vii) any distress or reentry by Lessor or dispossession of Lessee or any action or remedy taken by Lessor under the Lease, or any failure to notify Guarantor of any default by Lessee; all whether or not Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (i) through (vii) inclusive of this Paragraph.

In the event that the Lease is modified, renewed or extended in any respect by agreement between Lessor and Lessee either pursuant to an option granted in the Lease or otherwise, or in the event that Lessee holds over beyond the Term of the Lease, then the obligations hereunder of Guarantor shall extend to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease and of any such modification, renewal or extension thereof. Guarantor intends that Guarantor shall remain liable hereunder as a principal until the full, final and unavoidable performance of all of the Obligations and the full, final and unavoidable payment of all Liabilities, notwithstanding any fact, act, event or occurrence which might otherwise operate as a legal or equitable discharge of a surety or guarantor.

6. **Application of Amounts Received.** Any amounts received by Lessor from whatsoever source on account of any Liabilities may be applied by Lessor toward the payment of such Liabilities, and in such order of application, as Lessor may from time to time elect.

7. **Waiver.** Guarantor expressly waives: (i) notice of the acceptance by Lessor of this Guaranty; (ii) notice of the existence, creation, payment or nonpayment of the Liabilities; (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever; and (iv) any failure by Lessor to inform Guarantor of any facts Lessor may now or hereafter know about Lessee, the Lease or the Leased Premises, it being understood and agreed that Guarantor has and will maintain personal knowledge of and is familiar with Lessee's financial condition and business affairs and has the ability to influence Lessee's decision-making processes, and that Lessor has no duty so to inform, and that Guarantor is fully responsible for being and remaining informed by, Lessee of all circumstances bearing on the Lease and this Guaranty. No modification or waiver of any of the provisions of this Guaranty will be binding upon Lessor except as expressly set forth in a writing duly signed and delivered on behalf of Lessor.

8. **Enforcement Costs.** If (i) any one of the Lease or this Guaranty is placed in the hands of an attorney for enforcement or collection or is enforced or collected through any legal proceeding; (ii) an attorney is retained to represent Lessor in any proceeding (including, without limitation, any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights) involving a claim under or related to the Lease or this Guaranty, then Guarantor shall pay to Lessor upon demand all reasonable attorneys' fees, costs and expenses, including, without limitation, court costs and filing fees, and all other costs and expenses incurred in connection therewith (all of which are referred to herein as "**Enforcement Costs**"), in addition to all other amounts due hereunder, provided Lessor prevails in such legal proceeding.

9. **Transfer of Lease.** Notwithstanding any assignment or transfer of the Lease or any interest therein by Lessor, for collateral purposes or otherwise, each and every immediate and successive assignee, transferee or other successor in interest with respect to Lessor's interest under the Lease shall, to the extent of the interests assigned or transferred, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were Lessor.

10. **Governing Law Interpretation.** This Guaranty shall be governed by the laws of the State of Tennessee without reference to the conflicts of law principles of that state. The headings

of Paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof as used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If this Guaranty is executed by more than one person or entity, then references to "Guarantor" herein shall be deemed to refer to each such person or entity and the liability of each such person or entity shall be joint and several, and the release by Lessor of any of them shall not release or affect in any manner the obligations of any other of them, and this Guaranty shall not be revoked, discharged or impaired as to any such persons or entities by reason of the death or incapacity or insolvency of any other of them. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America which is legal tender for public and private debts at the time of payment.

11. **Entire Agreement.** This Guaranty constitutes the entire agreement between Guarantor and Lessor with respect to the subject matter hereof and supersedes all prior such agreements and understandings, both written and oral. This Guaranty may not be modified or amended except by a written instrument signed by Lessor and Guarantor. If this Guaranty is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

12. **Successors and Assigns.**

(a) This Guaranty shall bind Guarantor and the heirs, assigns, successors, executors, administrators and legal and personal representatives of Guarantor; provided that Guarantor shall not be entitled to transfer or delegate its obligations hereunder. Regardless of whether this Guaranty is executed by more than one person or entity, it is agreed that the undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Liabilities, the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

(b) This Guaranty shall inure to the benefit of and be enforceable by Lessor and Lessor's officers, agents, employees, partners, directors and shareholders, each of their respective successors and assigns, and each present or subsequent mortgagee of the Leased Premises and its successors and assigns (all such persons and entities shall be "**Indemnified Parties**" herein).

13. **Certain Waivers by Guarantor.** Guarantor hereby waives the benefit of (a) any statutes of limitation or repose affecting Lessee's liability under the Lease or Guarantor's liability under this Guaranty, and (b) the right to trial by jury in any action or proceeding that hereafter may be instituted in respect of the Lease or this Guaranty.

14. **Notices.** Notice requirements shall be as provided in the Lease. The notice address of Guarantor is as follows:

Joshua West

James Sumner

(SIGNATURES ON FOLLOWING PAGE)