

LEASE AGREEMENT

This Lease Agreement is made and entered into the first (1<sup>st</sup>) day of December, 2016 between Lane or Sharon Tollett, 957 West Ave., Suite 101, Crossville, Tn. 38555, hereinafter referred to as Lessor and Janet Oakes, DBA Jan's Wine and Liquor.

WITNESSETH: For and consideration of payment by the Lessee of rent hereinafter reserved, and the performance by Lessee of the covenants and agreements hereinafter agreed to be performed by Lessee and in accordance with all of the provisions hereinafter set out, Lessee does hereby take and hire from the Lessor the following described floor space:

Floor space located in a building at West Ave, and Miller Bypass in the City of Crossville, first civil district of Cumberland County, Tennessee, to-wit Lessee has had the opportunity to inspect the Premises and agrees to take space "AS IS" with all rights, privileges, easements and appurtenances connected with the use of said Premises.

Property known as 957 West Ave, Suite#'s 107,108,109,110.

1. The Lease shall be for a period of 1 (one) year beginning December 1, 2016 and ending on November 30, 2017, the end of the Primary Lease Period.
2. During the Primary Lease Period, Lessee shall pay to Sharon Tollett (Lessor's Agent) at 957 West Ave, Suite 101, Crossville, Tn. 38555, or such other place as the Lessor may from time to time designate in writing as rental for said Premises during the term of the Lease Agreement, and annual rent of [REDACTED], payable monthly in advance beginning on the 1<sup>st</sup> day of December, 2016 and to continue on the 1<sup>st</sup> day of each month thereafter for the entire term of this Lease Agreement as follows:

- (A) [REDACTED] per month for the Primary Lease Period, December 1, 2016 thru November 30, 2017.
- (B) Lessee shall deposit with Lessor, upon execution of the Lease Agreement, Zero(\$0), as a security deposit for the performance of this Lease Agreement. If the Lessee is in default Lessor may use the security deposit, or any portion thereof, to cure the default or to compensate Lessor of all damage sustained by Lessor resulting from the Lessor's default. If the Lessee is not in default at the expiration of this Lease Agreement, Lessor shall return the security deposit to Lessee. Lessor may maintain the security deposit separate and apart from the Lessor's general funds. Lessor shall not be required to pay Lessee interest on the security deposit. The security deposit is not deemed to be a prepayment of the rent.

3. Lessee shall use said Premises for the purpose of operating a **Wine and Liquor Store** for and in using and occupying the Leased Premises for such purposes, Lessee shall comply with any and all laws, ordinances, orders or regulations of any government authority which are applicable to the use of the Leased Premises. Any and all privilege licenses and taxes necessary to operate the Leased Premises for the aforesaid purpose shall be at the sole expense of the Lessee.
4. Lessee shall pay all deposits and charges for electrical services and electricity, consumed in the Leased Premises. Lessee shall furnish, at their expense, adequate dumpster (trash) service.
5. Lessor shall maintain and keep in good order the building, parking lot and landscaping. Lessee shall be responsible for light bulbs, ballasts, air conditioning, air conditioning filters and repair necessary to maintain the interior of the Leased Premises in good order and repair shall be at the expense of Lessee.
6. Lessor shall at its own cost and expense, maintain insurance and be responsible for any loss occurring to the building wherein Leased Premises are located. If the Leased Premises or any part of the Building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not diminish or abated while such damages are under repair, and the Lessee shall be responsible for the costs of repair not covered by insurance. Lessee shall carry such insurance, as it deems necessary and desirable to protect it from any loss or damage to the Lessee's contents, property, inventory, etc., due to fire or other casualty. Lessee shall indemnify and save Lessor harmless against any and all liabilities, claims, demands, actions, costs and other expenses, which may be brought against carrying out such indemnification agreement. Lessee shall maintain at its sole cost and expense, liability insurance coverage to be determined by Lessor, but not less than a **\$1,000,000. Policy**. The policy must name **Lane and or Sharon Tollett** as an additional insured. **Lane and or Sharon Tollett** must have a copy of policy on file.
7. Lessor or his agent shall have the right at all reasonable times during the time of this Lease Agreement to enter Premises for the purpose of inspecting same; provided however, that Lessor shall use all reasonable effort not to disturb Lessee's use and occupancy. When this Lease Agreement shall terminate in accordance with the terms hereof, Lessee shall quietly and peacefully deliver possession to Lessor broom clean and in as good as order, repair and condition as at the beginning of the term of this Lease Agreement, except for reasonable wear and tear.
8. This Lease Agreement may not be sublet or assigned by Lessee without prior consent of Lessor.

9. If the Leased Premises are rendered untenable by fire or other casualty, this Lease Agreement shall terminate as of the date of such destruction or damage. If the Premises are damaged, but not rendered wholly untenable, this Lease Agreement shall not terminate by virtue of such event and Lessor covenants and agrees that it will, as soon as practicable, restore the Leased Premises to its original tenable condition.
10. Subject to Lessor's prior approval, Lessee shall have the right to make such alterations, additions or improvements in or to the Leased Premises as it shall consider necessary or desirable for the conduct of its business: provided that all work be done in a good and workman like manner and the structural integrity of the building shall not be impaired and that no lien shall be attached to the Leased Premises by reason thereof. Upon the termination of this Lease Agreement, such alterations, additions, or improvements shall become the property of the Lessor.
11. In the event Lessee should default (as hereinafter defined) in the performance of its obligations under this Lease Agreement, Lessor shall have the right to enter the Leased Premises and again have repossess and enjoy the same as if this Lease Agreement had not been executed. Thereupon, this Lease Agreement shall terminate without prejudice to the right of Lessor to recover from Lessor for rent due and unpaid up to the time of such re-entry. In the event of any such default and re-entry, and in the event of any other involuntary termination of this Lease Agreement prior to its termination date, Lessor shall have the right to re-let the Leased Premises and to recover from the Lessee, lease payments stipulated herein, for the time that said Premises remain vacant pending re-letting of the Premises. In the event said Premises are re-let for a sum less than the amount of rental payment stipulated herein, Lessee shall be obligated to pay to Lessor the difference between the payments stipulated in this Lease Agreement and the amount charged pursuant to a re-letting. Should this Lease Agreement be placed in the hands of an attorney by Lessor, after default or breach by Lessee, for the enforcement of any rights reserved or stipulated. Lessee agrees to pay Lessor it reasonable attorney fees, in addition to the damages due Lessor as set out above. Default is defined as follows:

- (A) Failure of Lessee to make its rental payments due hereunder, and such failure continues for a period of ten (10) days, and Lessee hereby waives notice of such failure to pay.
- (B) Failure of Lessee to perform any duty or obligations imposed upon it by this Lease Agreement, and such default by Lessee continues for a period of twenty (20) days after written notice, by certified mail and return receipt thereof has been given to Lessee by Lessor.
- (C) Lessee voluntarily or involuntarily becomes a party to a receivership or bankruptcy preceding and proceeding is not vacated or annulled within sixty (60) days.

12. The Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
13. No waiver by either party or any breach of any of the covenants and conditions herein contained to be the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.
14. Whenever the context permits, the reference to any gender shall include all gender and the signature shall include the plural and the plural shall include the singular.
15. There will be no business that will compete with any other business established at **957 West Ave., Crossville, Tn., i.e. Check Casher, Check Advance or deferred presentment, title loan, or any type of loan establishment, hair salon, nail salon, insurance agency, tobacco store or liquor store.**

IN WITNESS THEREOF, the parties hereto, as of the day written, have duly executed this Lease Agreement in duplicate originals.

LESSOR: Sharon Tollett LESSEE: James C. Carter

By: Lane and or Sharon Tollett  
Acting Agent for the Owners

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Cumberland Court Sign Addendum attached: