

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this “**Lease**”) is made and entered into as of _____, 2026 (the “**Effective Date**”), by and between HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (“**Landlord**”) and JAILHOUSE PROPERTIES, LLC, a Tennessee limited liability company (“**Tenant**”) (the words “Landlord” and “Tenant” to include their respective legal representatives, successors and permitted assigns where the context requires or permits).

Background:

A. Landlord is the owner of that certain parcel of real property located in Hamilton County, Tennessee, commonly known as 601 Walnut Street, Chattanooga, Tennessee 37402, as more particularly described in **Exhibit A** attached hereto (the “**Property**”), which Property includes a multi-story parking deck and related access facilities (collectively, the “**Parking Facility**”).

B. Simultaneously with the execution of this Lease, Landlord and Tenant have entered into that certain Lease Agreement (the “**Building Lease**”) pursuant to which Tenant will lease from Landlord that certain parcel of real property located adjacent to the Property, as more particularly described on **Exhibit B** attached hereto (“**Building Premises**”). A copy of the Building Lease is attached hereto as **Exhibit C** and incorporated herein by this reference.

C. In connection with Tenant’s occupancy of the Building Premises pursuant to the Building Lease, Tenant desires to lease from Landlord a delineated portion of the top level of the Parking Facility as shown on **Exhibit D** attached hereto (“**Parking Premises**”), consisting of approximately 35 passenger vehicle parking spaces (collectively, “**Tenant’s Spaces**”), and Landlord has agreed to lease the Parking Premises to Tenant on the terms set forth herein.

NOW, THEREFORE in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby mutually agree and promise as follows:

1. **Demise.** Landlord does hereby demise, let and lease unto Tenant, and Tenant does hereby hire, lease and take as tenant from Landlord, the Parking Premises upon those terms and conditions hereinafter set forth.

2. **Term.**

(a) **Initial Term.** The term of this Lease (the “**Term**”) shall commence on the Effective Date and expire on the earlier of (the “**Expiration Date**”): (i) the last day of the twenty-fifth (25th) Lease Year (as hereinafter defined) after the Effective Date, as such date may be expressly extended hereby, or (ii) the termination of this Lease pursuant to its terms. Landlord and Tenant acknowledge and agree that the Term is intended to be coterminous with the term of the Building Lease and that, accordingly, and notwithstanding anything in this Lease to the contrary, any termination of the Building Lease will automatically result in the simultaneous termination of this Lease.

(b) **Lease Year.** The term “**Lease Year**” means the 12-month period commencing on the Effective Date, and each 12-month period thereafter during the Term; provided, however, if the Effective Date is a day other than the first day of a calendar month, the first Lease Year will include the period from and including the Effective Date to and including the last day of the month in which the Effective Date occurs and will extend through the end of the twelfth full calendar month following the Effective Date.

(c) **Extension Options.** Consistent with the Building Lease, Tenant shall have five (5) options to extend the Term for a period of ten (10) years each time (the “**Extension Options**”) upon no less than twelve (12)

months prior written notice to Landlord. Additionally, if at any time during the Term, Landlord determines that it shall cease using the Parking Facility as a parking garage, Landlord shall deliver written notice (the “**Non-Renewal Notice**”) to Tenant and, upon delivery of such notice, all Extension Options will immediately be deemed null and void and Tenant shall have no rights under this Lease to extend or renew the Term. For the avoidance of doubt, delivery of a Non-Renewal Notice by Landlord shall not affect the rights and obligations of the parties with respect to the initial Term; such Non-Renewal Notice will only affect the Extension Options under this subsection (c). If Tenant timely exercises an Extension Option, leasing of the Parking Premises by Tenant for such extended Term shall be subject to all of the same terms and conditions applicable during the initial Term or immediately preceding extension Term. In the event Tenant fails to timely exercise any of its Extension Options, the remainder of Tenant’s Extension Options hereunder shall automatically terminate and be of no further force or effect.

3. **Rent.**

(a) **Payment of Rent.** During the Term, Tenant shall pay to Landlord annual rent for the Parking Premises in the amount of \$10.00 (“**Rent**”). Rent shall be payable by Tenant in advance, without demand, on or before the first (1st) day of each Lease Year of the Term. Rent for any partial month during a Lease Year shall be prorated on a per diem basis. To the extent Tenant is required to reimburse Landlord for any costs, charges, fees or expenses of any kind pursuant to the terms of this Lease, then Landlord will deliver a written invoice to Tenant therefor with reasonable evidence of such costs and Tenant will pay Landlord within 15 days after the date of such delivery.

(b) **Late Payments.** If any installment of Rent is not paid within five (5) days after the date when due, Tenant will pay a one-time administrative fee (the “**Late Payment Administrative Fee**”) equal to five percent (5%) of such past due amount, in order to defray certain of the additional expenses incurred by Landlord as a result of such late payment. If any past-due installment of Rent, plus the Late Payment Administrative Fee, is not paid in full within 30 days after the original due date thereof, then the past-due installment, plus the Late Payment Administrative Fee, will, after expiration of such 30 days and until paid in full, accrue interest at the lesser of: (i) 1.0% per month, compounded monthly; and (ii) the maximum interest rate allowed by law (the “**Default Rate**”). The Late Payment Administrative Fee and accrual of interest at the Late Payment Interest Rate are in addition to, and not in lieu of, any of Landlord’s remedies under this Lease for non-payment of Rent.

4. **AS-IS.** TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE PARKING PREMISES (INCLUDING, WITHOUT LIMITATION, TENANT’S SPACES) AS IS, WHERE IS AND WITH ALL FAULTS. TENANT ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARKING PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) LANDLORD’S TITLE THERETO, (v) VALUE, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATION, (viii) USE, (ix) CONDITION, (x) MERCHANTABILITY, (xi) QUALITY, (xii) DESCRIPTION, (xiii) DURABILITY (xiv) OPERATION, (xv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, OR (xvi) COMPLIANCE OF THE PARKING PREMISES WITH ANY LAW OR LEGAL REQUIREMENT; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE PARKING PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PARKING PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PARKING PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY

INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). THE PROVISIONS OF THIS SECTION 4 HAVE BEEN NEGOTIATED, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PARKING PREMISES, ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR ARISING OTHERWISE.

5. **Use of the Parking Premises.**

(a) **Permitted Use.** The Parking Premises shall be used only for the parking of passenger motor vehicles within Tenant's Spaces, and for no other purposes (including, without limitation, for storage or property or the staging or refueling of vehicles) unless otherwise expressly agreed to by Landlord in writing. In no event shall: (i) the number of vehicles parked at the Parking Premises exceed the number of Tenant's Spaces, (ii) Tenant or its employees, agents, contractors, licensees, invitees or guests (together with Tenant, "**Tenant Parties**") be entitled to park in any portion of the Parking Facility other than in the Tenant's Spaces within the Parking Premises as described herein, or (iii) any Tenant Parties use or occupy the Parking Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to Landlord or adjoining property owners or their respective tenants and occupants or any other individual entitled to use any portion of the Parking Facility ("**Facility Users**").

(b) **Rules and Regulations.** Tenant will ensure that all Tenant Parties comply with any rules and regulations for the Parking Facility ("**Rules and Regulations**"), provided that the same have been provided to Tenant in writing or are otherwise posted at the Parking Facility. Landlord reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt and promulgate additional Rules and Regulations as well as amendments and supplements thereto, provided that such amendments, supplements or additional Rules and Regulations do not materially and adversely affect the rights of Tenant hereunder. Notwithstanding the foregoing, Landlord shall not be responsible for policing or enforcing the rights of Tenant hereunder against other Facility Users and Landlord shall in no event be liable to Tenant for use of the Parking Premises by any other Facility User or other person. Tenant, at Tenant's sole cost and expense, shall be solely responsible for taking such actions as may be reasonably necessary to prevent use of the Parking Premises by other Facility Users and persons (such as the installation of security devices and signage); provided, however, that (i) any such action by Tenant shall comply with the terms of this Lease and all applicable Laws, and (ii) any liability, loss, or costs suffered by Landlord as a result of such actions by Tenant shall be covered by Tenant's indemnification obligations under **Section 10(b)** herein.

(c) **Governmental Requirements.** Tenant will ensure that the use of the Parking Premises by Tenant Parties at all times complies with all Laws affecting the Property. Tenant shall obtain, at its own expense, all governmental permits required for any Tenant Parties to use the Parking Premises for the purposes permitted under this Lease. For purposes of this Lease, "**Laws**" means all federal, state and local laws, rules, regulations, ordinances and codes now or hereinafter applicable to the Property, including, without limitation, the requirements of all permits, licenses, authorizations, judgments, decrees, agreements, and other governmental restrictions and requirements relating to the Property or the use of the Property.

(d) **Access Facilities.** Except pursuant to the Building Lease, Tenant shall not have the right to use any portion of the Property other than the Parking Premises, except that Tenant shall have the non-exclusive right to use the driveways associated with the Parking Facility (including, without limitation, the driveways located within the lower floors of the Parking Facility) for access to and from the Parking Premises to and from the adjacent public rights of way commonly known as Cherry Street and Walnut Street (collectively, the "**Access Facilities**"). For the avoidance of doubt, Tenant may only use the Access Facilities for ingress and egress to and from the Parking Premises; no parking or staging of vehicles will be permitted by Tenant within the Access Facilities, and Tenant shall

not block the Access Facilities or otherwise interfere with the use of the Access Facilities or any portion of the Parking Facility other than the Parking Premises by other Facility Users.

(e) Exclusive Rights. Tenant shall have the exclusive right to use the Parking Premises (including each of Tenant's Spaces), subject to the terms of this Lease. In furtherance of the foregoing, Tenant shall have the right, at Tenant's sole cost and expense, to install signage indicating such Tenant's Spaces as being exclusively reserved for Tenant Parties; provided, however, that all such signage shall be subject to the prior written approval of Landlord (not to be unreasonably withheld, conditioned or delayed). Additionally, Tenant shall have the right, at Tenant's sole cost and expense, to stripe and re-stripe Tenant's Spaces. Notwithstanding the foregoing or anything else herein to the contrary, in no event shall Tenant be entitled to boot or tow unauthorized vehicles parked in Tenant's Spaces.

(f) Environmental Matters. Tenant covenants that all its activities in the Parking Premises will be conducted in compliance with Environmental Laws. Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Parking Facility. Tenant shall and hereby does indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord in connection with the introduction of Hazardous Substances upon any portion of the Parking Facility by any Tenant Party or any breach of any of the provisions of this Section 5(f). For purposes of this Section 5(f), (i) "Environmental Laws" means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA"); and (ii) "Hazardous Substances" means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

6. Repairs and Maintenance. Subject to the terms of this Section 6, Landlord will make all repairs, perform all maintenance, and make all replacements that are necessary to keep the Parking Facility in good condition and repair (as the context permits or requires, "Maintain" or "Maintenance"). Notwithstanding the foregoing, Tenant shall be responsible for any Maintenance necessitated by the acts or omissions of any Tenant Parties and Maintenance of all Tenant Alterations (as hereinafter defined) and all other improvements, fixtures, equipment and personal property installed by or on behalf of Tenant at the Parking Premises. Notwithstanding the foregoing or anything else in this Lease to the contrary, if, during the Term, any repair or replacement shall become necessary which is: (i) Landlord's responsibility hereunder, and (ii) estimated to cost an amount that would, in Landlord's sole and absolute discretion, render performance of the repair or replacement and continued operation of the Parking Facility impracticable or imprudent (a "Catastrophic Repair"), then Landlord shall be entitled to terminate this Lease upon written notice to Tenant ("Catastrophic Repair Notice"), which Catastrophic Repair Notice shall include: (x) the date on which this Lease shall terminate, (y) the total estimated cost of the Catastrophic Repair, and (z) the amount by which such total estimated cost exceeds the amount which Landlord would not deem to constitute a Catastrophic Repair (such amount being referred to herein as the "Repair Shortfall"). If Landlord delivers a Catastrophic Repair Notice to Tenant, then this Lease shall terminate and be of no further force or effect (except for the obligations herein intended to survive expiration of the Lease) as of the date set forth in such notice unless Tenant, within fifteen (15) days thereafter, delivers to Landlord an amount equal to the Repair Shortfall, in which case Landlord's termination of this Lease shall be null and void and this Lease shall continue in full force and effect in accordance with its terms.

7. Utilities. In the event Tenant installs Tenant Alterations pursuant to Section 8 below which require additional electricity, Landlord shall have the option to require Tenant to install, at Tenant's sole cost and expense, a separate meter to measure electricity consumption at the Parking Premises. Following the installation of such separate

meter, Tenant shall cause the costs of such electricity to be billed directly to Tenant and Tenant shall pay such costs directly to the applicable utility provider.

8. **Tenant Alterations.** Tenant will not make or allow any alterations, additions, or improvements to any part of the Parking Premises (each a "**Tenant Alteration**"), without first obtaining on each occasion Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. As part of its approval process, Tenant shall submit plans and specifications to Landlord and provide a schedule of values related to the proposed Tenant Alteration. All Tenant Alterations will be performed in accordance with all applicable Laws and in a good and workmanlike manner using first-class materials. Tenant will not permit any lien on account of labor, material or services furnished in connection with any Tenant Alterations performed or claimed to have been performed at the Parking Premises. If any lien is filed against the Property as a result of work performed by or on behalf of Tenant, Tenant will discharge such lien by payment or bonding within 7 days after Tenant has actual knowledge of the existence of the lien. If Tenant fails to timely discharge such lien, Landlord may, without investigation of the validity of the lien claim (and in addition to any other rights and remedies), discharge such lien and Tenant will reimburse Landlord upon demand for all charges, costs and expenses incurred by Landlord in connection therewith, including, without limitation, legal fees and expenses.

9. **Insurance; Waiver of Subrogation.**

(a) **Insurance Requirements.** Tenant shall, simultaneously with its execution hereof, deliver to Landlord a Certificate of Insurance evidencing Tenant's insurance coverage in the types and amounts described on **Exhibit E** attached hereto. The terms of **Exhibit E** are hereby incorporated by reference as additional agreements of the parties, and Tenant hereby agrees to comply, at Tenant's sole cost and expense, with such requirements at all times during the Term.

(b) **Waiver of Subrogation.** Notwithstanding anything to the contrary contained in this Lease, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective partners, principals, members, officers, shareholders, directors, agents, employees and affiliates from any and all liability for loss, damage or injury to the tangible personal property of the releasing party, to the extent such loss or damage occurs within the Parking Premises, which results from an event which is covered by insurance actually carried and in force at the time of the loss or covered under a program of self-insurance, by the party sustaining such loss. Each of Landlord and Tenant hereby waives all rights of subrogation of its insurers or self-insurance programs, and will cause its insurance policies, to the extent commercially and legally available, to be endorsed such that said waiver of subrogation does not affect the right of the insured to recover thereunder. Nothing in this Section shall be construed as a waiver of governmental or sovereign immunity, nor shall it apply to claims arising from gross negligence or willful misconduct.

10. **Indemnification.**

(a) **Waiver.** Landlord, its affiliates, partners, officers, directors, members, trustees, employees, and agents shall have no liability for, and shall not assume any liability or responsibility with respect, to Tenant's operation and use of the Parking Premises and shall have no liability for any claim of loss of use or interruption of operations, or any consequential, special, or punitive damages or indirect losses whatsoever. All motor vehicles, parts, goods, furnishings, fixtures, property or personal effects placed or stored in or about the Parking Premises shall be at the sole risk of Tenant, and Landlord, its affiliates, employees and agents shall not be responsible or liable for such property. To the fullest extent permitted by law, Tenant waives (and will cause all other Tenant Parties to waive) all claims against Landlord arising from any liability described in this **Section 10(a)**. Without limiting the generality of the foregoing, the foregoing waiver shall apply particularly (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, electricity, sewer gas, or odors or by the bursting, leaking, or dripping of pipes, faucets, and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of

an entirely different kind, including, without limitation, damage arising from the acts or negligence of occupants of adjacent property or the public. Tenant further agrees that all Tenant Alterations, trade fixtures, equipment, and all other personal property in the Parking Premises or elsewhere at the Parking Facility shall be at the risk of Tenant, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Notwithstanding the foregoing, Landlord shall not hereby be exculpated from any liability arising from the willful misconduct of Landlord.

(b) **Indemnity.** Tenant shall indemnify, defend upon request and hold Landlord, its affiliates, partners, officers, directors, members, trustees, employees, and agents harmless from and against, all demands, causes of action, judgments, costs, damages, claims, liabilities, expenses (including legal fees and expenses, disbursements and actual costs), losses, penalties and court costs suffered by or claimed against any of them, directly or indirectly, to the extent based on or arising out of, in whole or in part: (a) the use, condition, operation, maintenance, repair, alteration, and occupancy of the Parking Premises or the activities conducted therein or therefrom, (b) any activity, condition or occurrence in or about the Parking Premises, (c) any act, omission, negligence or willful misconduct of any Tenant Parties occurring elsewhere at the Parking Facility, (d) any breach, violation or nonperformance by Tenant or any person claiming under any Tenant Parties of any of the terms, provisions, representations, warranties, covenants or conditions of this Lease on Tenant's part to be performed, including without limitation, the failure to comply with applicable Laws, and (e) any accident, injury, death or damage to the person, property or business of any Tenant Parties, or any other person that shall happen at, in, upon, or arising out of use of the Parking Facility by any Tenant Parties, however occurring. Landlord need not have first paid any such claim to be so indemnified and held harmless by Tenant. Tenant, upon written notice from Landlord, shall defend any claim against Landlord at Tenant's sole expense, using legal counsel reasonably satisfactory to Landlord. The terms of this **Section 10** will survive the Expiration Date with respect to any damage, bodily or personal injury, illness or death occurring prior to the Expiration Date.

11. **Access by Landlord; Modifications to Parking Facility.**

(a) **Access by Landlord.** Tenant will permit Landlord and the authorized representatives of Landlord to enter the Parking Premises at all reasonable times for the purposes of: (i) inspecting the Premises; (ii) assessing Tenant's compliance with this Lease and performing Landlord's obligations under this Lease; (iii) performing any of Landlord's construction or maintenance and repair responsibilities; and (iv) exhibiting the Parking Facility to any prospective purchaser, investor or lender; provided that, except in the case of an emergency, Landlord will give Tenant reasonable prior notice of Landlord's intended entry into the Parking Premises. Subject to the foregoing, Landlord shall at all times have access to the Parking Premises and Tenant shall supply Landlord with keys or other access devices as needed to ensure such access by Landlord.

(b) **Modifications to Parking Facility.** Except as otherwise provided herein, Landlord shall at all times have the right to make such changes to the Parking Facility as it shall reasonably elect, including, without limitation, the location and relocation of driveways, entrances, exits, and automobile parking spaces, the direction and flow of traffic, and the installation of prohibited areas, landscaped areas, décor, interior signage and utility installations. Landlord shall at all times have the sole and exclusive control of all other portions of the Parking Facility and shall have the right to lease such other portions to other tenants and to otherwise use such other portions for any use whatsoever. Notwithstanding the foregoing, Landlord shall only be entitled to exercise its rights under this **Section 11(b)** to the extent that doing so does not prevent (other than on a temporary basis) Tenant from accessing the Parking Premises.

12. **Casualty.** Tenant shall promptly provide Landlord with written notice of the occurrence of any storm, fire, lightning, earthquake or other casualty event affecting the Parking Premises. If (i) the Parking Premises are either totally destroyed or so destroyed that they cannot, as reasonably estimated by Landlord, be repaired or rebuilt within 180 days following the casualty date, (ii) the Parking Premises are destroyed by a casualty which is not covered by Landlord's or Tenant's insurance, (iii) the insurance proceeds made available to Landlord are insufficient

to restore the Parking Premises as required hereunder, or (iv) Landlord otherwise determines that restoration of the Parking Premises is imprudent in light of the time and cost of restoration relative to other possible uses of the portion of the Property on which the Parking Facility is located, this Lease shall terminate effective as of the date of such casualty event. If this Lease is not terminated pursuant to the preceding sentence, Landlord will, to the extent of the available insurance proceeds, repair and restore the Parking Premises to the approximate condition existing immediately prior to such casualty, and Rent will abate and not be payable during the time that the Parking Premises or any part thereof is unusable, by reason of any casualty damage, in proportion to the loss of use thereof actually suffered by Tenant.

13. **Condemnation.** If any portion of the Parking Premises is taken under the power of eminent domain, or shall be conveyed to a governmental agency to avoid such taking, this Lease shall terminate as of the earlier of the date that: (i) title to the condemned real estate vests in the condemnor, or (ii) Tenant is deprived of possession of the Parking Premises as a result of the condemnation. Landlord will receive the entire award in any proceeding with respect to any condemnation, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant will receive no part of such award; provided, however, that Tenant shall be entitled to make a separate claim against the condemnor, to the extent such claim is permitted by law and does not diminish Landlord's award. Except as aforesaid, Tenant hereby waives all claims against Landlord and all claims against the condemnor, and Tenant hereby assigns to Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in the value of any leasehold interest.

14. **Assignment.** Tenant may not assign this Lease or sublease or in any way encumber the Parking Facility or the Property or Tenant's interest therein without the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. This Lease and Tenant's rights hereunder are and shall at all times be subordinate to all mortgages, deeds of trusts or other liens or security interests encumbering the Property now existing or hereafter granted by Landlord.

15. **Event of Default; Remedies.** The occurrence of any of the events listed below will constitute an "**Event of Default**" by Tenant under this Lease:

(a) **Event of Default.**

i.) **Failure to Pay Rent.** Tenant fails to pay any Rent when due, and such failure continues for more than 10 days after Landlord gives written notice to Tenant of such failure;

ii.) **Other Default.** Tenant fails to perform or observe any other term of this Lease and such failure continues for more than 15 days after Landlord gives Tenant written notice of such failure, or, if such failure cannot be corrected within such 15-day period, if Tenant does not commence to correct such default within said 15 day period and thereafter diligently prosecute the correction to completion within a reasonable time (but in no event later than 60 days after Landlord's notice of default); or

iii.) **Building Lease.** An Event of Default (as defined in the Building Lease) occurs under the Building Lease.

(b) **Remedies.** Following an Event of Default by Tenant hereunder, Landlord may, in addition to all other remedies available at law or in equity, exercise any and all the following remedies to the fullest extent allowed by applicable law:

i.) **Landlord Cure Right.** Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Event of Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may

do so without demand on or written notice to Tenant and without giving Tenant any further opportunity to cure such Event of Default. Tenant covenants and agrees to pay to Landlord, within five (5) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest at the Default Rate, from the date of payment of any such advances, costs, and expenses by Landlord.

ii.) Termination. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant and recover possession of the Parking Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Parking Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Parking Premises for the remainder of the Term, taking into consideration loss of Rent while attempting to relet the Parking Premises and all other costs which Landlord might incur in leasing the Parking Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination. Such present value shall be computed by discounting the amount due from Tenant at the Treasury Yield for the remaining Term. As used here, "Treasury Yield" means the rate of return in percent per annum of Treasury Constant Maturities for the length of time specified (or as most recently corresponding) as published in document H.15(519) (presently published by the Board of Governors of the U.S. Federal Reserve System titled "Federal Reserve Statistical Release") for the calendar week immediately preceding the calendar week in which the termination occurs. If the publishing of the rate of return of Treasury Constant Maturities is ever discontinued, then the Treasury Yield will be based upon the index, in Landlord's reasonable determination, most nearly corresponds to the rate of return of Treasury Constant Maturities.

iii.) Right to Re-Enter. Landlord may re-enter and take possession of the Parking Premises or any part thereof, without demand or notice, and repossess the same and expel Tenant and any other Tenant Party, without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such re-entry or taking possession of the Parking Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. After recovering possession of the Parking Premises, Landlord may, from time to time, but shall not be obligated to, relet the Parking Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations, or improvements as Landlord may reasonably consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting but Landlord shall in no way be responsible or liable for any failure to relet the Parking Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified the Rent and other amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Parking Premises.

iv.) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. Landlord's exercise of any right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies, or obligations.

v.) Attorneys' Fees. If Landlord brings an action or proceeding involving the Parking Premises to enforce the terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

(c) Landlord Default. If (i) Landlord fails to perform any of Landlord's obligations under this Lease, and such failure continues for more than thirty (30) days after Tenant's delivery of notice to Landlord specifying such failure (a "**Landlord Default**"), provided that if such failure is of a nature to require more than thirty (30) days for remedy, then a Landlord Default shall not be deemed to have occurred so long as Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the cure to completion, and (ii) Tenant delivers a second written notice to Landlord and Landlord still fails to cure such Landlord Default within ten (10) days thereafter, then Tenant may, as its sole and exclusive remedy, terminate this Lease by providing written notice to Landlord within ten (10) days after the expiration of such additional Landlord cure period.

16. Subordination. Tenant accepts this Lease as subject and subordinate to the lien or security title of any recorded deed of trust or mortgage presently existing or hereafter created upon the Property or the Parking Facility, all amendments, modifications and restatements thereof, and all replacements and substitutions therefor. The subordination created hereby is self-operative and no further instrument shall be required to effect such subordination of this Lease; provided, however, that upon written demand by Landlord, Tenant shall, within fifteen (15) days thereafter, execute any commercially reasonable instrument requested by Landlord its lender to evidence such subordination and to confirm Tenant's obligation to attorn to any successor landlord.

17. Estoppel Certificates. During the Term, Tenant agrees to execute and deliver within fifteen (15) days after written request from Landlord, a certification to Landlord and/or its designee certifying as follows: (i) this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified); (ii) the amount of the Security Deposit (if any) and the amount and dates to which Rent have been paid; (iii) whether, to its knowledge, there exists any failure by the requesting party to perform any term, covenant or condition contained in this Lease, and, if so, specifying each such failure; (iv) if such be the case, Tenant has unconditionally accepted the Parking Premises; (v) if such be the case, whether Landlord has performed all obligations under this Lease; and (vi) as to such additional factual matters relating to this Lease as may be requested, it being intended that any such statement delivered pursuant hereto may be relied upon by the requesting party and by any party that has, or is contemplating having, a direct or indirect interest in Landlord or the Parking Premises or Parking Facility.

18. Limitation on Liability. Landlord's liability under this Lease shall be limited solely to Landlord's interest in the Parking Premises (and the rents, profits, and proceeds thereof), as such interest is constituted from time to time, and neither Landlord nor any partner of Landlord, or any official, officer, director, member, manager,

shareholder, or partner of any partner (general or limited) of Landlord, shall have any personal liability whatsoever with respect to this Lease.

19. **Notices.**

(a) **Delivery Methods.** Any notice required or permitted by the provisions of this Lease must be in writing and delivered to the email addresses set forth below, with a hard copy sent within two (2) business days thereafter by nationally recognized overnight delivery service providing proof of delivery, to the appropriate mailing address set forth below. Email addresses and mailing addresses may be changed by the affected party to any other address in the continental United States by giving written notice at least ten (10) business days in advance of the effective date of the change.

Tenant: Jailhouse Properties, LLC
601 Market Street, Fifth Floor
Chattanooga, TN 37402
Attn: James K. White, III
Email: jimmy.white@urbanstoryventures.com

With a copy to: Horton, Ballard & Pemerton, PLLC
735 Broad Street, Suite 306
Chattanooga, TN 37402
Attn: Carol M. Ballard
Email: cballard@hbplawfirm.com

Landlord: Hamilton County, Tennessee
c/o Hamilton County Attorney
625 Georgia Avenue
Chattanooga, TN 37402
Attn: County Attorney
Email: JanieV@hamiltontn.gov

With a copy to: Hamilton County Real Property Office
4005 Cromwell Road
Chattanooga, TN 37421
Attn: Real Property Manager
Email: LynnM@hamiltontn.gov

(b) **Notice Date.** Notice will be deemed to have been given on the date of email transmission. If a notice that is properly addressed per **Section 19(a)** is rejected as undeliverable for any reason, the notice will be deemed delivered at the time delivery was attempted.

20. **Termination or Expiration; Holdover.**

(a) **Termination for Convenience.** Landlord may terminate this Lease, in whole or in part, at any time and for any reason related to governmental, operational, or public purposes, upon written notice to Tenant. Unless otherwise stated in the notice, termination shall be effective sixty (60) days after Tenant's receipt of such notice. Upon termination for convenience, Tenant shall cease use of the Parking Premises and vacate the Parking Premises on or before the effective date of termination. Tenant shall remove all vehicles and Tenant's personal property and shall leave the Parking Premises in substantially the same condition as existed at the commencement of the Lease, reasonable wear and tear excepted. Tenant shall be entitled only to a prorated refund of any prepaid rent for periods after the effective date of termination. Tenant shall have no claim against Landlord for loss of parking

availability, loss of use, relocation costs, loss of business or operations, unamortized costs, or any consequential, incidental, or special damages arising from such termination. Termination pursuant to this Section shall not constitute a default by Landlord and shall not give rise to any claim for damages or compensation beyond those expressly stated herein. Nothing in this Section shall be construed as a waiver of governmental or sovereign immunity or as creating liability beyond that authorized by Tennessee law.

(b) Surrender. By the Expiration Date or any earlier date on which Tenant is dispossessed of the Parking Premises, Tenant will surrender to Landlord: (i) the Parking Premises clean and neat, and in good condition and repair, excepting only normal wear and tear, condemnation and casualty; and (ii) all keys, access cards, and other security devices used in connection with the Parking Premises. Any failure by Tenant to timely surrender the Parking Premises in the manner required herein shall be deemed a "**Holdover**".

(C) Holdover. If Holdover occurs, with or without Landlord's acquiescence and without a written agreement of the parties, Tenant will be a tenant-at-sufferance at 150% of the Rent in effect at the end of the Term, and Tenant shall continue to pay all other sums due hereunder. Notwithstanding anything to the contrary contained in this Section 20, there will be no renewal of this Lease by operation of law or otherwise. Tenant will be liable for all damages, direct and consequential, incurred by Landlord as a result of such Holdover. The provisions of this Section 20 will survive the Expiration Date.

21. No Brokers. Tenant and Landlord each warrant to the other that all negotiations with respect to this Lease were handled without the aid, intervention, or employment of any brokers. Tenant agrees to defend, indemnify, and protect Landlord against any claims (the term "claims" as used herein is defined as any claim, demand, judgment, award, fine, or dispute involving a brokers' fee, commission, or finders' fee) made by any person or entity that represented or acted on behalf of Tenant (or claims to have represented or acted on behalf of Tenant) with regard to this Lease. In addition, it is expressly agreed and understood that the indemnification as provided in this Section 21 shall include all costs incurred by Landlord in enforcing the indemnity against Tenant. The provisions of this Section 21 shall survive the Expiration Date.

22. Miscellaneous.

(a) Entire Agreement. This Lease contains the entire agreement of the parties hereto as to the subject matter of this Lease and no prior representations, inducements, letters of intent, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force and effect. Any future amendment to this Lease must be in writing and signed by the parties hereto. If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under applicable law, then: (A) all remaining provisions of this Lease will remain in full force and effect; and (B) it is the intention of Landlord and Tenant that, in lieu of such illegal, invalid or unenforceable clause or provision, there will be substituted a clause or provision as similar to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(b) No Waiver. No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder or to insist upon strict compliance by Landlord or Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Landlord's or Tenant's rights to demand exact compliance with the terms hereof or lessen either party's right to insist upon strict performance of the terms of this Lease. No provision of this Lease will be deemed to have been waived by either party unless such waiver is made in writing by the party making such waiver.

(c) Time Periods. TIME IS OF THE ESSENCE OF THIS LEASE. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a day other than a business day, then such time period will be automatically extended

through the close of business on the next regularly scheduled business day in the state where the Parking Premises are located.

(d) Relationship. This contract creates the relationship of landlord and tenant between Landlord and Tenant; no estate will pass out of Landlord. The interest of Tenant is not intended to, and will not, be subject to levy and sale and will not be assignable, except as expressly permitted by this Lease.

(e) No Recordation. Tenant will not record this Lease or a memorandum thereof.

(f) Counterparts. This Lease may be executed in multiple counterparts including by electronic or PDF signature, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

(g) Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Lease, including all claims (whether in contract or tort) that may be based upon, arise out of or relate to this Lease or the negotiation, execution or performance of this Lease or the transactions contemplated thereby, will be governed by and construed in accordance with the domestic laws of the state of Tennessee, without giving effect to any choice of law or conflict of law provision or rule (whether of such state or of any other jurisdiction) that would cause the application of laws of any jurisdiction other than such state. Venue for any action arising out of or relating to this Lease shall lie exclusively in the state courts of competent jurisdiction located in Hamilton County, Tennessee.

(h) Authority. Tenant certifies to Landlord as follows: (i) Tenant is duly organized, validly existing and in good standing under the laws of the state in which it was formed and duly qualified to do business in the state in which the Parking Premises are located; and (ii) Tenant is authorized by all required corporate or partnership action to enter into this Lease, and the individual(s) signing this Lease on behalf of Tenant are each authorized to bind Tenant.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

LANDLORD:

HAMILTON COUNTY, TENNESSEE,
a political subdivision of the State of Tennessee

By: _____
Print Name: _____
Its: _____

TENANT:

JAILHOUSE PROPERTIES, LLC,
a Tennessee limited liability company

By: _____
Print Name: _____
Its: _____

EXHIBIT A

Description of the Property

[Plat reference to be added following recording.]

EXHIBIT B

Description of the Building Premises

[Plat reference to be added following recording.]

EXHIBIT C

Building Lease

[See attached pages.]

EXHIBIT D

Depiction of the Parking Premises



EXHIBIT E

Insurance Requirements

a. Coverages. During the Term, Tenant shall maintain, at its sole cost, the following:

Policy	Minimum Coverage Limits	Terms
Commercial General Liability	<u>Primary</u> : \$2,000,000 per occurrence, \$4,000,000 aggregate.	<ul style="list-style-type: none">• Must be written on an occurrence (not claims made) basis.• Includes Broad Form Contractual Liability coverage or reasonable equivalent thereto.• Must cover Parking Premises and Tenant’s use thereof.• Extends to liability of Tenant arising out of indemnities by Tenant in <u>Section 10</u>.
Commercial Auto Liability	\$1,000,000 per occurrence combined single limit.	<ul style="list-style-type: none">• Must cover operations of all owned, hired and non-owned vehicles.
Workers’ Compensation	As required by statute in state where Premises is located.	<ul style="list-style-type: none">• Must include a waiver of subrogation provision in favor of Landlord, any lender of Landlord, and any property manager designated by Landlord.
Employer’s Liability	\$1,000,000 per accident or illness, per employee and policy limit.	<ul style="list-style-type: none">• Must include a waiver of subrogation provision in favor of Landlord, any lender of Landlord, and any property manager designated by Landlord.
“Following Form” Excess Liability	\$10,000,000 per occurrence, \$10,000,000 aggregate, per policy year.	
Special Form Property Insurance	<u>Trade fixtures and personal property</u> : 100% of the full replacement value from time to time during the Term.	<ul style="list-style-type: none">• Must include terrorism coverage and coverage for the perils of earthquake and flood, regardless of quake or flood zone.• Coverage shall be on a “replacement cost” basis for full value, with no coinsurance relating to coverage associated with the Improvements

b. Terms. All such policies shall:

(i) be issued by insurance companies: (x) with a rating of not less than “A” (or such other rating as may be required by a lender having a lien on the Property) and having a financial size of not less than Class X in the most current available “Best’s Insurance Reports” or any successor thereto (or if there be none, an organization having a national reputation), and (y) licensed to do business in the state in which the Parking Premises are located;

(ii) include Landlord and any other party reasonably designated by Landlord as an "additional insured" on a primary and non-contributory basis (except for Workers Comp and Employer’s Liability);

(iii) be delivered to Landlord through a certificate of insurance on an Acord form 25, 27, or 28, as applicable, evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this

Lease, and otherwise in a form acceptable to Landlord, simultaneously with the execution of this Lease and thereafter at least 30 days prior to the expiration of each such policy, and, as often as any such policy expires;

(iv) contain a provision that the insurer will give to the first named insured at least 30 days advance written notice of policy cancellation for reasons other than non-payment of premium and 10 days advance written notice of policy cancellation for non-payment of premium

c. Failure to Maintain Insurance. If Tenant fails to maintain the insurance coverage required hereunder, then Landlord may, in addition to its other remedies under this Lease, upon 7 days advance written notice to Tenant (unless such coverage will lapse, in which event no such notice will be necessary), procure such policies of insurance and Tenant will, within 15 days following demand by Landlord, promptly pay Landlord 110% of the cost of such policies as additional Rent under the Lease.

d. Modifications. Landlord reserves the right to require Tenant to procure insurance in amounts and against such other risks as may be customarily insured from time to time during the Term by prudent owners of similar properties.