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WESTRENT LOFTS APARTMENT LEASE
STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 17th day of May 2006, between WestTrent Lofts L.P. of Knoxville, Tennessee, hereinafter called Lessor, and hereinafter called Lessee,

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$825.00	\$825.00
Security Deposit	\$300.00	\$0
Pet fee (non-refundable)\$150 cat \$300 dog	\$(Amount)	\$0
Last Month	\$825.00	\$0
Cleaning fee for move-out (non-refundable)	\$40.00	\$0
Partial month	\$320.00	\$(Amount)
	\$	\$(Amount)
	\$	\$(Amount)
Total	\$2310.00	\$(Amount)
Deposit ✓ # 1143	\$ 1060\$	
Balance	1250\$	

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. 18 Market Square, Knoxville, TN, 37902 (a.k.a. "The WestTrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of (12) months beginning on the (20th) day of May 2006, to the 30th day of June 2006.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor, in equal monthly installments of \$825.00, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to WestTrent Lofts, LP. They may be delivered in person to EarthTo Old City, deposited into the rent drop box on the premises of the WestTrent Lofts, or given in person.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$(Amount) as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$(Amount) as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

If Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has [#] pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.
2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.
3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.
4. **No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.
5. Intentionally Omitted.
6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.
- 6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.
- 6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.
7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").
8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.
9. The occurrence of any of the following shall constitute an event of default:
 - A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

C. Intentionally Omitted.

D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peacefully surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assign or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, the Lessor shall be released from the obligations of this Lease and the Lessee's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.
19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.
20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.
21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.
22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.
23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.
24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.
25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.
26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include; a full description of problem, tenant name, telephone number and apartment number.
27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.
28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.
29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.
30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.
31. **Rooftop Deck.** Lessee shall have the right to use the rooftop deck of the WestTrent Lofts (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease.

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PRESERVATION PUBLIC LLC
STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 3 day of JUNE 2006, between Preservation Public LLC. of Knoxville, Tennessee, hereinafter called Lessor, and _____ hereinafter called Lessee,

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	1,000 -	
Security Deposit	300 -	
Pet fee (non-refundable)		
Application fee (non-refundable)	20 -	
Cleaning fee for move-out (non-refundable)	40 -	
<u>last month total deposit remaining</u>	<u>Total</u> 1,000 -	

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. 202, 18 Market Square Knoxville, TN, 37902 (a.k.a. WestTrent Courtyard") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of 12 month beginning on the 1st day of JULY 2006, to the 30 day of JUNE 2007.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor an aggregate total rent of \$ 12,000 for the term hereof, in equal monthly installments of \$ 1,000, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to Preservation Public, LLC. They may be delivered in person Earth To Old City, deposited into the rent drop box on the premises of the WestTrent Courtyard or mailed to Bernadette West 18 Market Square, Knoxville, TN 37902

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$ 300 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$ _____ as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

IF Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has [#] pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peacefully to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

4. **No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.

5. Lessee shall pay for all electricity, & water, sewer (and gas if applicable). Lessor shall pay for all common area lighting and trash removal.

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

7. **Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").**

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of

C. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, the Lessor shall be released from the obligations of this Lease and the Lessee's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.

23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.

24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.

25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include: a full description of problem, tenant name, telephone number and apartment number.

27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.

28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

31. **Rooftop Deck.** Lessee shall have the right to use the rooftop deck of the WesTrent Deck, which is located above the 2nd floor of the WesTrent Courtyard (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease

203

PRESERVATION PUBLIC LLC
STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 6 day of Oct., between Preservation Public LLC. of Knoxville, Tennessee, hereinafter called Lessor, and _____ hereinafter called Lessee,

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	850 ⁰⁰	
Security Deposit	850 ⁰⁰	
Pet fee (non-refundable)	N/A	
Application fee (non-refundable) - damage deposit	300.00	
Cleaning fee for move-out (non-refundable)	40.00	
Total	2040.	

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. 203, 18 Market Square Knoxville, TN, 37902 (a.k.a. WestTrent Courtyard") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of SIX months beginning on the 1st day of November, to the 30 day of April.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor an aggregate total rent of \$ 850 for the term hereof, in equal monthly installments of \$ 850, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to Preservation Public, LLC. They may be delivered in person Earth To Old City, deposited into the rent drop box on the premises of the WestTrent Courtyard or mailed to Bernadette West 18 Market Square, Knoxville, TN 37902

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$ 2040 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$ n/a as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

IF Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has (#) pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

4. **No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.

5. Lessee shall pay for all electricity, & water, sewer (and gas if applicable). Lessor shall pay for all common area lighting and trash removal.

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of

C. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, the Lessor shall be released from the obligations of this Lease and the Lessee's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.

23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.

24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.

25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include; a full description of problem, tenant name, telephone number and apartment number.

27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.

28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

31. **Rooftop Deck.** Lessee shall have the right to use the rooftop deck of the WestTrent Deck, which is located above the 2nd floor of the WestTrent Courtyard (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease

Unit #204

APARTMENT LEASE

This Lease, made this 13th day of July, 2007, between EG&G Technical Services, Inc. as agents for the United States Treasury Department, hereinafter called Lessor, and _____ hereinafter called Lessee.

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$925.00	\$925.00
Security Deposit	\$350.00	
Pet Fee (Non-Refundable) \$150 cat - \$300 dog		
Last Month	N/A	N/A
Cleaning Fee - Move Out (Non-Refundable)	\$100.00	\$
Partial month	\$	\$
Total	\$1,375.00	\$925.00

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment Number 204, 18 Market Square, Knoxville, TN, 37902 (Known as "The Market Square Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of one (1) year, beginning on the _____ day of August, 2007 and ending on the _____ day of August, 2008.

1. Lessee shall pay to the Lessor, in equal monthly installments of \$925.00, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the fifth (5th) day of each month after the same is due.

Checks shall be made payable to Gibson & Associates and mailed to P.O. Box 1771, Morristown, Tennessee 37816, or they may be deposited into the rent drop box on the premises of the Market Square Lofts.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any late charges. If two checks are dishonored, Lessee will be required to pay all future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$350.00 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default under the terms of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To comply with Tennessee law, Lessor shall hold the security deposit in an account at SunTrust Bank retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$_____ as pro-rated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

If applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet.
LESSEE HAS NO PETS.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.
2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.
3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peacefully to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.
4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES. All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.
5. Lessee shall pay for all utilities used at this premises. Lessor shall pay for all common area, lighting and trash removal.
6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.
- 6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.
- 6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or non-performance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.
7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").
8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale or lease. When possible, Lessor will give the Lessee advance notice of any entry. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

a) Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

b) delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

c) Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default listed in Paragraph 9 shall give the Lessor the following remedies:

a) Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

b) Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

c) Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

d) In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

15. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

16. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assign or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor.

17. If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall be remain and continue in full force and effect.

18. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

19. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

20. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

21. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above. Any pets must be on a leash anytime the pet is outside of the apartment.

22. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the leased premises without hindrance or molestation by the Lessor.

23. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of Lessor, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

24. All requests for repairs shall be made in writing, shall be delivered to the property manager and shall include a full description of problem, tenant name, telephone number and apartment number.

25. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

26. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

27. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

28. Rooftop Deck. Lessee shall have the right, along with other tenants to use the rooftop deck of the Market Square Lofts (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck, but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 340 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than 25 days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease. All tenants shall be responsible for cleaning up and removing any trash or garbage left by tenant, including such items as beer and liquor bottles, glasses, drink cans, food items and/or containers and cigarette butts. If a tenant shall be observed leaving any such items on the rooftop deck, Lessor shall have the right to assess a cleaning fee to the tenant and deducting the same from any deposits held by the Lessor.

205

WESTRENT LOFTS APARTMENT LEASE
STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 5th day of May 2006, between Preservation Public, LLC of Knoxville, Tennessee, hereinafter called Lessor, and _____ hereinafter called Lessee,

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$1100	\$1,100
Security Deposit	\$300	\$0
Pet fee (non-refundable) \$150 cat \$300 dog	N/A	\$0
Last month rent	\$1,100	\$0
Cleaning fee for move-out (non-refundable)	\$40	\$0
Washer/Dryer (\$40 - optional)	\$(Amount)	\$(Amount)
Parking Space in Sterchi Lot (\$60 - optional)	\$(Amount)	\$(Amount)
Storage Unit in Basement (optional)	\$(Amount)	\$(Amount)
Total:	\$2,540	\$(Amount)

- \$500
PREPAID
= \$60

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. #205 and sometimes (as is possible within the constraints of its other uses) the Rooftop Deck Terrace, 18 Market Square, Knoxville, TN, 37902 (a.k.a. "The Westrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and/or personal training facility and for no other purposes, for the term of 12 months beginning on the 1st day of June 2006, to the 31st day of May 2007.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor, in equal monthly installments of \$1,100, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to Sterchi Lofts, L.P. They may be delivered in person to the leasing office, deposited into the rent drop box on the premises of the Sterchi Lofts, or mailed to Sterchi Lofts, 706 Walnut Street, Suite 404-A, Knoxville, TN 37902.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$300 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

5. Intentionally Omitted.

4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSOR SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES. All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repair said walls to the original color and condition at Lessee's expense.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peacefully to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.

If Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's pet. Lessee currently has no pets.

Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of a commitment for training from Frederick valued at \$1,100 as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

C. Intentionally Omitted.

D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peacefully surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises as a residence shall be restricted to Lessee. Occupancy of the premises and rooftop deck terrace to work during daytime hours shall be restricted to the persons listed by Lessee as representatives, agents and clients of CEW System. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, the Lessor shall be released from the obligations of this Lease and the Lessee's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.

23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.

24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.

25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include: a full description of problem, tenant name, telephone number and apartment number.

27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.

28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

31. Rooftop Deck. Lessee shall have the right to use the rooftop deck of the WestTrent Lofts, which is located above the 2nd floor of the WestTrent Lofts (the "Rooftop Deck") for personal recreational, as well as the right to train, consult and serve clients from 7am until 10pm, unless another rooftop event is taking place at that time. Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease.

32. I CERTIFY THAT I HAVE READ, OR HAVE HAD READ TO ME, ALL OF THE ABOVE LEASE AND UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE WILL CONSTITUTE A BREACH OF THE PROVISIONS THEREIN.

NOTICES REQUIRED HEREUNDER SHALL BE SENT TO THE PARTIES AT THE FOLLOWING ADDRESSES:

LESSEE: [Name]

Address: [Address Number]

[Address Line]

Phone: [Phone]

Email: [Email]

SSN/DOB: [SSN] / [DOB]

Contact in case of emergency: [Name (relationship)], [Phone]

Employer Contact Info: [Name], [Phone]

LESSEE: [Name]

Address:

Knoxville, TN 37902

**WESTRENT LOFTS APARTMENT LEASE
STATE OF TENNESSEE
COUNTY OF KNOX**

206

Unit # 206

This Lease, made this 1st day of February 2007, between WesTrent Lofts L.P. of Knoxville, Tennessee, hereinafter called Lessor, and hereinafter called Lessee,

BTW MLD

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$1200.00	\$(Amount)
Security Deposit	\$300.00	\$0
Pet fee (non-refundable) \$150 cat \$300 dog	\$(Amount)	\$0
Last Month	\$1200.00	\$0
Cleaning fee for move-out (non-refundable)	\$40.00	\$0
Partial month	\$(Amount)	\$(Amount)
	\$(Amount)	\$(Amount)
	\$(Amount)	\$(Amount)
Total	\$2700.00	\$(Amount)
Deposit	\$(Amount)	

WITNESSETH:

2740.00

13 Months

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. 18 Market Square, Knoxville, TN, 37902 (a.k.a. "The WesTrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of 12 months beginning on the 1st day of February 2007, to the 29th day of February 2008.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor an aggregate total rent of \$14,400. for the term hereof, in equal monthly installments of \$1200.00, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to WesTrent Lofts, LP. They may be delivered in person to EarthTo Old City, deposited into the rent drop box on the premises of the WesTrent Lofts, or given in person.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of **[\$Amount]** as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations hereby acknowledges receipt of **\$N/A** as prorated monthly rental from the date of commencement of the terms of to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

IF Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has 0 pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.
2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.
3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.
4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. **LESSEE SHALL UNDER NO CONDITONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.
5. Lessee shall pay for all utilities used at this premises. Lessor shall pay for all common area, lighting and trash removal.
6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.
- 6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

C. Intentionally Omitted.

D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Intentionally omitted

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.

23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.

24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.

25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include; a full description of problem, tenant name, telephone number and apartment number.

27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.

28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

31. **Rooftop Deck.** Lessee shall have the right to use the rooftop deck of the **WestTrent Lofts** (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease.

32. I CERTIFY THAT I HAVE READ, OR HAVE HAD READ TO ME, ALL OF THE ABOVE LEASE AND UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE WILL CONSTITUTE A BREACH OF THE PROVISIONS THEREIN.

Unit
207

APARTMENT LEASE

This Lease, made this 1st day of July, 2007, between EG&G Technical Services, Inc. as agents for the United States Treasury Department, hereinafter called Lessor, and hereinafter called Lessee.

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$900.00	900 ⁰⁰ / ₂
Security Deposit	\$300.00	
Pet Fee (Non-Refundable) \$150 cat - \$300 dog	N/A	N/A
Last Month		
Cleaning Fee - Move Out (Non-Refundable)	\$40.00	\$
Partial month	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$940 ⁰⁰ / ₂	\$900 ⁰⁰ / ₂

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment Number 207, 18 Market Square, Knoxville, TN, 37902 (Known as "The WestTrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes. for the term of Two (2) Years, beginning on the 1st day of July, 2007 and ending on the 30th day of June, 2009.

1. Lessee shall pay to the Lessor, in equal monthly installments of \$900.00; in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the fifth (5th) day of each month after the same is due.

Checks shall be made payable to Gibson & Associates and mailed to P.O. Box 1771, Morristown, Tennessee 37816, or they may be deposited into the rent drop box on the premises of the WestTrent Lofts.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any late charges. If two checks are dishonored, Lessee will be required to pay all future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$300.00 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default under the terms of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To comply with Tennessee law, Lessor shall hold the security deposit in an account at SunTrust Bank retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$ N/A as pro-rated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

If applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has _____ pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.
2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.
3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peacefully to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.
4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES. All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.
5. Lessee shall pay for all utilities used at this premises. Lessor shall pay for all common area, lighting and trash removal.
6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.
- 6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.
- 6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or non-performance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.
7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").
8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale or lease. When possible, Lessor will give the Lessee advance notice of any entry. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

a) Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

b) delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

c) Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default listed in Paragraph 9 shall give the Lessor the following remedies:

a) Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

b) Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

c) Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

d) In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

15. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

16. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor.

17. If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall be remain and continue in full force and effect.

18. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

19. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

20. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

21. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above. Any pets must be on a leash anytime the pet is outside of the apartment.

22. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the leased premises without hindrance or molestation by the Lessor.

23. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of Lessor, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

24. All requests for repairs shall be made in writing, shall be delivered to the property manager and shall include a full description of problem, tenant name, telephone number and apartment number.

25. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

26. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

27. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

28. Rooftop Deck. Lessee shall have the right, along with other tenants to use the rooftop deck of the WesTrent Lofts (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck, but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 340 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than 25 days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease. All tenants shall be responsible for cleaning up and removing any trash or garbage left by tenant, including such items as beer and liquor bottles, glasses, drink cans, food items and/or containers and cigarette butts. If a tenant shall be observed leaving any such items on the rooftop deck, Lessor shall have the right to assess a cleaning fee to the tenant and deducting the same from any deposits held by the Lessor.

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Preservation Public LLC Apartment Lease
THE STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 13th day of March ²⁰⁰⁶, between Preservation Public LLC (a/k/a "West-Trent Lofts") of Knoxville, Tennessee, hereinafter called Lessor, and _____ hereinafter called Lessee,

	Payable Prior to Occupancy	Received	Total Monthly Rent/fees
Apartment Rent for 1st full Month (or prorated rent for _____)	\$ <u>925</u>	\$ <u>925</u>	\$ _____
Last Month's Rent	\$ _____	\$ <u>300</u>	\$ _____
Security Deposit	\$ <u>300</u> 300	\$ _____	\$ _____
Pet Fee (\$50 cats, \$150 dogs - non refundable)	\$ _____ (150)	\$ _____	\$ _____
Application Fee (non refundable)	\$ _____ 40	\$ _____	\$ _____
Cleaning Fee for move-out (non-refundable)	\$ _____ 150	\$ _____	\$ _____
Washer/Dryer	provided	(in common area)	_____
Total	\$ _____	\$ <u>1225</u> 00	\$ _____ \$
	Due before move-in		Monthly Due

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Ste # _____ 18 Market Square, Knoxville, TN, 37902 (a/k/a: "The West-Trent" Lofts) being part of the real property located at 18-20 E. Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of Twelve (12) months, beginning on the March 1, 2006, and expiring on the Feb 28, 2007

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor monthly rent of \$ 925 for the term hereof, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee's First Month Rent shall be due on or before the _____.

Lessor does hereby acknowledge receipt of \$ _____ (net of any prepaid pet fees, application fees, or prepaid cleaning fees) as a security and damage deposit which shall be returned to Lessee within thirty days following the expiration of this lease and vacation of the premises by Lessee, minus any reasonable amount deducted by Lessor as a cleaning fee, at Lessor's discretion; minus any amount for repair of damages beyond reasonable wear and tear, at Lessor's discretion. Additionally, Lessor hereby acknowledges receipt of \$ _____ 00 as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable. Checks shall be made payable to Preservation Public LLC, 22 Market Square, Knoxville, TN, 37902. Lessee agrees that a ten-percent (10%) late penalty will be added to the monthly installment if

* \$25 extra per month for loft to be built by March 14th otherwise rent is \$900 month.

payment is not received by Lessor on or before the Sixth (6th) day of each month. Lessee further agrees that an additional penalty of five dollar (\$5.00) per day will be due and owing to Lessor for each delinquent day after the fifth (6th) day of each month. Maximum monthly fee shall not exceed fifteen percent (15%) of monthly rental amount.

The Cleaning Fee: referenced herein, is not a security deposit, it is a non-refundable fee, and does not reduce liability for damages to the apartment.

Pet Fee: Lessee agrees to deposit a non-refundable pet fee equal to \$150.00 per pet.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair, except as otherwise set forth and acknowledged as exhibit to this lease _____; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and conditions as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agreed to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

4. No decorations, alterations, additions, or improvements shall be made by Lessee, except that Lessee may paint the interior sheetrock walls after receiving written approval from Lessor. **LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.

5. Lessee shall pay for all electricity (and gas if applicable) used at the leased premises. Lessor shall pay for all water, sewer, common area lighting and trash removal.

All utilities in apartment payed by lessee

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and

ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises - ("renters or homeowners insurance").

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

C. Filing by the Lessee in any Court pursuant to any statute, either the United States or any State, of a petition in bankruptcy or insolvency, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by Lessee for the benefits of Creditors.

D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee

specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto

transferred or conveyed, or should this lease be assigned, then Lessee's rights and remedies hereunder shall be against succeeding the person, firm or corporation.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

21. THIS LEASE AND ALL OF THE COVENANTS AND PROVISIONS THEREOF SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. EACH PROVISION HEREOF SHALL BE DEEMED BOTH A COVENANT AND A CONDITION AND SHALL RUN WITH THE LAND.

22. PETS, OTHER THAN DOGS, CATS and FISH, ARE NOT ALLOWED WITHOUT WRITTEN APPROVAL FROM LESSOR.

23. LESSOR IS NOT RESPONSIBLE FOR, AND WILL NOT PROVIDE, FIRE OR CASUALTY INSURANCE COVERAGE FOR LESSEE'S PERSONAL PROPERTY.

24. Intentionally Omitted.

25. LESSEE AGREES TO OBSERVE AND KEEP ALL COVENANTS IN THE LEASE AND SHALL LAWFULLY, PEACEABLY, QUIETLY AND WITHOUT NUISANCE OCCUPY THE LEASE PREMISES WITHOUT HINDRANCE OR MOLESTATION BY THE LESSOR.

26. WATERBEDS MAY NOT BE USED ON THE LEASE PREMISES.

27. ALL REQUESTS FOR REPAIRS SHALL BE MADE IN WRITING, SHALL BE DELIVERED BY HAND or mail to the Property Leasing and Management Office (Preservation Public LLC, 22 Market Square, Knoxville, TN 37902), US MAIL OR E-MAIL AND SHALL INCLUDE; A FULL DESCRIPTION OF PROBLEM, TENANT NAME, TELEPHONE NUMBER AND APARTMENT NUMBER.

28. IN THE EVENT THAT THE LESSOR DEEMS IT NECESSARY TO INCREASE SAID RENT AS A RESULT OF TAX OR OPERATING INCREASES, SAID INCREASES BEING ALLOWED UNDER THE LAWS EXISTING AT THE TIME, THEN IN THAT EVENT LESSOR RESERVES THE RIGHT TO MAKE ALLOWABLE RENT INCREASES UPON GIVING THIRTY (30) DAYS WRITTEN NOTICE TO LESSEE OF INTENTION TO DO SO. UPON RECEIVING THIRTY (30) DAYS NOTICE, LESSEE SHALL HAVE THE OPTION TO PAY SAID RENT INCREASES OR TERMINATING THIS LEASE AGREEMENT BY GIVING LESSOR THIRTY (30) DAYS WRITTEN NOTICE AND VACATING THE PREMISES.

29. IT IS UNDERSTOOD AND AGREED THAT THIS LEASE SHALL TERMINATE ON THE LAST DAY OF THE TERM HEREOF, PROVIDED, HOWEVER, THAT FAILURE OF EITHER PARTY

TO GIVE THE OTHER WRITTEN NOTICE FORTY-FIVE (45) DAYS IN ADVANCE OF EXPIRATION OF THIS LEASE OF DESIRE TO CANCEL OR MODIFY THE TERMS HEREOF SHALL SERVE TO RENEW THIS LEASE ON A MONTH TO MONTH BASIS FROM THE END OF THE TERM HEREOF AND SHALL CONTINUALLY RENEW FOR SUCCESSIVE MONTHLY PERIODS UPON ALL TERMS AND CONDITIONS CONTAINED HEREIN.

30. UPON TERMINATION OF THIS LEASE, EITHER BY BREACH OR LEASE TERM, LESSEE SHALL CLOSE AND SECURE ALL OPENINGS, LEAVE ALL FIXTURES AND APPLIANCES IN GOOD WORKING ORDER, LEAVE OPERATING BULBS IN ALL LIGHT FIXTURES, LEAVE HEATER OPERATING WITH THERMOSTAT SET TO 60 DEGREES IN OVEMBER, DECEMBER, JANUARY, FEBRUARY, MARCH, CLEAN AND REMOVE ALL TRASH/DEBRIS FROM THE PREMISES AND RETURN ALL KEYS TO LESSOR.

31. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT AS AGREED IN WRITING BY OWNER OF THE LEASED PREMISES.

32. Other:

A. Lessee will be required to sign a "move-in" form and "Orientation Overview" of the West-Trent Lofts prior to Lessee's occupancy.

33. I CERTIFY THAT I HAVE READ, OR HAVE HAD READ TO ME, ALL OF THE ABOVE LEASE AND UNDERSTAND THAT ANY VIOLATION OF ANY PART OF THIS LEASE WILL CONSTITUTE A BREACH OF THE PROVISIONS THEREIN.

NOTICES REQUIRED HEREUNDER SHALL BE SENT TO THE PARTIES AT THE FOLLOWING ADDRESSES:

LESSEE: [Signature]
Address: 18 Market Square Ste # 208
Knoxville, TN 37902

Mail Lease to:

Phone Number of Lessee - _____

LESSOR:

Address: Preservation Public LLC, c/o Preservation Public LLC, 22 Market Square, Knoxville, TN 37902. Note, the maintenance number will be provided to Lessee upon orientation/move-in.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures to this Lease Agreement, as of the date and year first written above.

LESSEE: [Signature]
PRINT NAME: _____
Social Security #/date of birth _____

LESSOR: [Signature]
Preservation Public LLC

2nd LESSEE: _____
PRINT NAME _____

Contact in case of emergency (i.e., Mother, Father, friend): _____

Phone Number of Contact _____

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WESTRENT LOFTS APARTMENT LEASE
STATE OF TENNESSEE
COUNTY OF KNOX

This Lease, made this 17th day of May 2006, between Westrent Lofts L.P. of Knoxville, Tennessee, hereinafter called Lessor, and hereinafter called Lessee,

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$950.00	\$950.00
Security Deposit	\$300.00	\$0
Pet fee (non-refundable)\$150 cat \$300 dog	\$150.00	\$0
Last Month	\$950.00	\$0
Cleaning fee for move-out (non-refundable)	\$40.00	\$0
Deposit Check 3015	-\$500.00	
Total	\$1890.00	\$950.00

WITNESSETH:

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment No. 18 Market Square, Knoxville, TN, 37902 (a.k.a. "The Westrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of 12 months beginning on the (1st) day of June 2006, to the 30th day of June 2007.

Lessee may terminate this Lease prior to the end of the term by giving Lessor not less than sixty (60) days written notice. Written notices to terminate this Lease are accepted on or before the first day of a calendar month only and termination must be on the last day of a calendar month. Lessee forfeits the security deposit in addition to the rent due through the date of termination prior to vacating the apartment.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay to the Lessor an aggregate total rent of \$11400.00 for the term hereof, in equal monthly installments of \$950.00, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the Fifth (5th) day of each month. Checks shall be made payable to Westrent Lofts, LP. They may be delivered in person to EarthTo Old City, deposited into the rent drop box on the premises of the Westrent Lofts, or given in person.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any accrued late charges. If two checks are dishonored, Lessee will be required to pay future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$300.00 as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default as violation of the provisions of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To compliance with Tennessee law, Lessor shall hold the security deposit in an account at Suntrust Bank in Knoxville retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$0.00 as prorated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

IF Applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has 1 pets.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.
2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.
3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.
4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. **LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES.** All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.
5. Intentionally Omitted.
6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.
 - 6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.
 - 6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or nonperformance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.
7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and all personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").
8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale, lease or mortgage financing. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.
9. The occurrence of any of the following shall constitute an event of default:
 - A. Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.
 - B. Delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

C. ~~Intentionally Omitted.~~

D. Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default as listed in paragraph 9 shall give the Lessor the following remedies:

A. Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peaceably surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

B. Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

C. Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

D. In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

12. Should Lessee occupy said premises after the termination of this lease, or after a forfeiture has been declared by Lessor, such occupancy shall in no event constitute a renewal of this lease, or be from year to year, but shall be a tenancy at the will of Lessor only, and shall be subject to and in accordance with the terms of this lease.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Notices by either party to the other shall be given in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope to the addresses given by both parties in this lease. If either party admits, in writing or under oath the receipt of notice, evidence of service in accordance herewith shall not be necessary.

15. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

16. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

17. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor. Lessee agrees that should the leased premises be sold or title thereto transferred or conveyed, or should this lease be assigned, the Lessor shall be released from the obligations of this Lease and the Lessee's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Lessor.

18. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall continue in full force and effect.

19. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.
20. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.
21. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.
22. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above.
23. Lessor is not responsible for, and will not provide, fire or casualty insurance coverage for Lessee's personal property.
24. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the lease premises without hindrance or molestation by the Lessor.
25. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of landlord, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.
26. All requests for repairs shall be made in writing, shall be delivered by hand to the property leasing and management office, u.s. mail or e-mail and shall include; a full description of problem, tenant name, telephone number and apartment number.
27. In the event that the Lessor deems it necessary to increase said rent as a result of tax or operating increases, said increases being allowed under the laws existing at the time, then in that event Lessor reserves the right to make allowable rent increases upon giving thirty (30) days written notice to Lessee of intention to do so. Upon receiving thirty (30) days notice, Lessee shall have the option to pay said rent increases or terminating this lease agreement by giving Lessor thirty (30) days written notice and vacating the premises.
28. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.
29. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.
30. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.
31. **Rooftop Deck.** Lessee shall have the right to use the rooftop deck of the WestTrent Lofts (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 332 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than twenty-five days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease.

APARTMENT LEASE

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This Lease, made this 13th day of June, 2007, between EG&G Technical Services, Inc. as agents for the United States Treasury Department, hereinafter called Lessor, and _____ hereinafter called Lessee.

	Payable Prior to Occupancy	Total Monthly Rent/Fees
Monthly Rental Rate	\$1,600.00	\$1,600.00
Security Deposit	N/A	
Pet Fee (Non-Refundable) \$150 cat - \$300 dog		\$0
Last Month	N/A	\$
Cleaning Fee -- Move Out (Non-Refundable)	\$40.00	\$
Partial month	\$	\$
	\$	\$
	\$	\$
Total	\$1,640.00	\$1,600.00

Lessor hereby leases and rents to Lessee, and Lessee hereby takes as tenant under Lessor, Apartment Number 211, 18 Market Square, Knoxville, TN, 37902 (Known as "The WestTrent Lofts") being part of the real property located at 18 Market Square, Knoxville, Tennessee situated in Knox County, State of Tennessee, to be used by Lessee as a residence and for no other purposes, for the term of One Year, beginning on the 1st day of July, 2007 and ending on the 30th day of June, 2008.

1. Lessee shall pay to the Lessor, in equal monthly installments of \$1,600.00, in advance, on the first day of each month throughout the term of this lease. The rent shall be payable at such place as the Lessor may designate in writing. Lessee shall pay the rent herein reserved at the time and place specified, without deduction, set-off, notice or demand. Rental payments shall be made in cash or one check. Lessee expressly waives any and all requirements for written notice for nonpayment of rent. Lessee agrees that a ten percent (10%) late penalty will be added to the monthly installment if payment is not received by Lessor on or before the fifth (5th) day of each month after the same is due.

Checks shall be made payable to Gibson & Associates and mailed to P.O. Box 1771, Morristown, Tennessee 37816, or they may be deposited into the rent drop box on the premises of the WestTrent Lofts.

If Lessee's check is dishonored by Lessee's bank, Lessee must pay a service charge of \$50.00 plus any late charges. If two checks are dishonored, Lessee will be required to pay all future rent by cashier's check or money order. Lessor is not required to redeposit a dishonored check.

Lessor does hereby acknowledge receipt of \$ N/A as a security and damage deposit as security to Lessor for the performance by Lessee of certain obligations and undertakings by Lessee under this lease. Upon termination of this Lessee's residency, absent any default under the terms of this Lease which allows Lessor to retain all or part of Lessee's security and damage deposit, Lessor shall refund Lessee's security deposit. To comply with Tennessee law, Lessor shall hold the security deposit in an account at SunTrust Bank retained by Lessor. Such fee will be used to inspect and perform the necessary transition responsibilities at such time as Lessee vacates the premises. Lessee's payment of this fee does not release Lessee of his/her obligations to vacate the premises in an orderly and clean condition as required under Section 3 below. Additionally, Lessor hereby acknowledges receipt of \$ N/A as pro-rated monthly rental from the date of commencement of the terms of this lease to the first day of the succeeding calendar month at which time the first monthly installment of rent shall be due and payable.

If applicable: Lessor hereby acknowledges receipt of a non-refundable pet deposit fee equal to \$150 for a cat and/or \$300 for each dog. The pet deposit fee shall be retained by Lessor for the additional wear and tear placed on Lessee's unit due to Lessee's pet. Lessee currently has ONE pet.

1. Lessee's Application is an important part of this Lease, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Lessee and later discovered by Lessor may void said Lease Agreement, at option of Lessor.

2. Lessee acknowledges that he/she has examined the lease premises and accepts same as being in good order and repair; and Lessee further acknowledges that no promise to decorate, alter, repair or improve the premises has been made.

3. At the end of the term or upon forfeiture declared, Lessee agrees to deliver leased premises peaceably to landlord in as good an order and condition as upon initial occupancy, reasonable wear and tear or loss by fire (not the fault of Lessee, his agents, or guests) excepted. Lessee agrees upon termination of this lease by forfeiture or otherwise, to pay for all damages done to leased premises by tenant, his agents, servants, or assign, which have not been properly repaired, and further agrees to remove all rubbish and litter from the premises and to have the floors in a broom cleaned condition.

4. No decorations, alterations, additions, or improvements shall be made by Lessee without permission of Lessor. LESSEE SHALL UNDER NO CONDITIONS BE ALLOWED TO PAINT ANY WALLS, FLOORS, COLUMNS, CEILINGS OR BRICK WALLS AND LESSEE IS HEREBY ADVISED THAT THE PREMISES ARE LOCATED IN AN HISTORIC BUILDING WHICH IS RULED BY CERTAIN RESTRICTIVE COVENANTS WITH RESPECT TO PAINTING CERTAIN ARCHITECTURAL FEATURES. All such decorations, alterations, additions, or improvements made shall at Lessor's option, become the property of Lessor upon the termination of this Lease by forfeiture or otherwise; provided, however, that Lessor shall have the right to require Lessee to remove such alterations, additions and improvements, or to repaint said walls to the original color and condition at Lessee's expense.

5. Lessee shall pay for all utilities used at this premises. Lessor shall pay for all common area, lighting and trash removal.

6. If at any time the leased premises, or the building of which the leased premises are a component part, should be damaged by fire or other major casualty not the fault of Lessee, and if the damage should render the leased premises uninhabitable, the rental from the date of said fire, or other major casualty, not the fault of Lessee, to the date of the completion of the restoration of the premises shall be abated, such abatement being proportionate to the loss of occupancy sustained.

6A. Lessee covenants and agrees that he/she will not do or permit to be done on said leased premises, anything that will increase the rate of fire insurance on the premises or contents. If, because by any act or omission on the part of the Lessee the rate of fire insurance on said premises is increased, Lessee agrees to pay on demand any such increase. Lessee covenants and agrees to comply with all laws, regulations and ordinances of the Federal, State, and municipal governments and their Departments applicable to the leased premises, and to comply with the requirements of the Board of Fire Underwriters.

6B. Lessee covenants and agrees to maintain the leased premises in a safe and non-negligent manner. Lessee covenants and agrees that he/she will indemnify and save harmless the Lessor and Lessor's agent from any and all fines, judgments, suits, claims, demands and actions of any kind against the Lessor by reason of any breach, violation or non-performance of any laws, regulations or ordinances by the Lessee. Lessee shall protect, indemnify and hold harmless the Lessor and Lessor's agents against all claims by Lessee, Lessee's invitees, any authorized occupant or by any other person(s) for injuries, whether to person or property, occurring on the leased premises.

7. Lessee agrees to purchase and maintain insurance in a reputable company during the period of this lease providing protection to cover Lessee and personal property placed or stored on the leased premises which is owned by the Lessee or any authorized occupant of the leased premises ("renter's or homeowner's insurance").

8. Lessor and his representative may enter the leased premises for inspection or maintenance at all times. Customary procedure of knocking before entering shall be followed at all times. Lessor and his representative may enter the leased premises at any time reasonably convenient with Lessee, for any other reasonable purposes including exhibiting the premises for sale or lease. When possible, Lessor will give the Lessee advance notice of any entry. For the purposes of this paragraph, Lessee agrees to notify Lessor of any anticipated extended absence in excess of five days and during said absence Lessor is specifically authorized to enter the leased premises at times reasonably necessary especially to do routine maintenance such as change HVAC filters.

9. The occurrence of any of the following shall constitute an event of default:

a) Delinquency in the due and punctual payment of any rental amounts payable under this lease for a period of five days.

b) delinquency by the Lessee in the performance of or compliance with any of the terms, conditions and obligations of this lease (other than the covenant for the payment of rent) and if such default is not cured within fourteen days after written notice thereof given by Lessor to Lessee.

c) Abandonment of the leased premises by Lessee or the Lessee's unexplained or extended absence from the leased premises for a period of thirty days and without paying the required rent as provided herein.

10. The occurrence of any of the events of default listed in Paragraph 9 shall give the Lessor the following remedies:

a) Upon Lessee's failure to pay rental amounts owed, the Lessor shall have the right to terminate this lease, without the necessity of demand or notice which is hereby expressly waived by Lessee and Lessee agrees to peacefully surrender and vacate the leased premises forthwith, paying the required rent and other sums due hereunder and leaving the leased premises in good order and repair.

b) Upon the occurrence of any of the events of default listed in subparagraph B and C of paragraph 9 Lessor shall have the option and right to terminate this lease at the end of thirty days written notice to Lessee specifying the specific default and Lessee's failure to remedy said default within fourteen days after receiving said written notice, upon terms satisfactory to Lessor.

c) Upon the occurrence of any of the events of default listed in subparagraph D of paragraph 9 Lessor is specifically authorized, without liability to Lessee, to enter the leased premises and terminate this lease and bring an action in any Court of competent jurisdiction for any unpaid rental amounts and damage sustained by Lessor.

d) In addition to the rights and remedies afforded Lessor under the terms of this paragraph, Lessor is specifically authorized to pursue any and all rights which he may have under the terms of the Uniform Residential Landlord and Tenant Act as adopted by the State of Tennessee and all amendments, changes and modifications thereto.

11. No waiver by Lessor at any time or any forfeiture for the breach of any covenant by Lessee shall impair the right of Lessor to rely upon such forfeiture for any subsequent breach, and acceptance by the Lessor of a portion of all of rent past due shall not constitute a waiver of the forfeiture or of the breach of any covenant or condition or of any damages due to Lessor by Lessee. No waiver of any of the provisions of this lease shall be binding upon Lessor unless in writing signed by him or his authorized agent.

13. Any Attorney's fee or expenses, court and appellate costs incurred as a result of Lessee's default or by need of Lessor to defend or enforce any provision of this lease, shall be paid by Lessee in addition to his/her other obligations hereunder. Lessor shall have a lien upon all fixtures and other property of Lessee found in said premises to secure the payment of rentals, damages, attorney's fees, and costs due Lessor by Lessee.

14. Occupancy of the leased premises shall be by the persons listed by Lessee in this lease and no others. Occupancy by any person other than those listed herein shall constitute a default under the terms and conditions of this lease. Any and all changes to this provision must be approved in writing by Lessor prior to occupancy.

15. If the whole or any part of demised premises shall be taken by eminent domain or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate, at Lessor's option. Upon termination Lessee shall pay pro rata rent up until the time of termination of this lease. Thereafter Lessee shall have no claim against Lessor by reason of such termination. Lessee shall have no claim against any awards made to Lessor by reason of taking any eminent domain, and Lessor shall be entitled to all condemnation awards as its sole and separate property, except that Lessee shall be entitled to any award made to Lessee for moving expenses.

16. Lessee shall not have the right to sublet or mortgage, pledge, hypothecate, assigned or transfer, voluntarily or by operation of law, this lease or any interest herein, whether legal, or equitable, without the consent in writing of Lessor.

17. If any provisions of this lease shall be declared invalid or unenforceable, the remainder of the provisions of this lease shall be remain and continue in full force and effect.

18. This lease and any attachments hereto shall constitute the entire agreement and understanding between the two parties. There are no oral understandings and neither party has relied on such representation expressed or implied. This lease cannot be changed, modified or supplemented except by agreement of both parties in writing.

19. If there is more than one party Lessee, the covenants of this lease shall be joint and several obligations of each such party. Furthermore, each such party shall be responsible for payment of the entire rent and not only a portion thereof.

20. This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

21. Pets, other than dogs, cats and fish, are not allowed without written approval from Lessor, and no pets will be allowed on the premises unless the Lessee has paid the applicable non-refundable pet deposits as set forth above. Any pets must be on a leash anytime the pet is outside of the apartment.

22. Lessee agrees to observe and keep all covenants in the lease and shall lawfully, peaceably, quietly and without nuisance occupy the leased premises without hindrance or molestation by the Lessor.

23. No noise, including but not limited to pets, musical instruments, radio, and television, which, in judgment of Lessor, might disturb other tenants in the building, shall be made or permitted by any tenant. No dangerous, flammable, combustible, or explosive object, material or fluid shall be brought into the building by any tenant or with the permission of any tenant.

24. All requests for repairs shall be made in writing, shall be delivered to the property manager and shall include a full description of problem, tenant name, telephone number and apartment number.

25. It is understood and agreed that this lease shall terminate on the last day of the term hereof, unless prior to such expiration date, Lessee signs a new lease agreement renewing the terms of this lease. Lessee must give Lessor notice, sixty (60) days in advance of the expiration of this lease, the intent to renew the lease agreement.

26. Upon termination of this lease, either by breach or lease term, Lessee shall close and secure all openings, leave all fixtures and appliances in good working order, leave operating bulbs in all light fixtures, leave heater operating with thermostat set to 60 degrees in November, December, January, February and March, clean and remove all trash/debris from the premises and return all keys to Lessor.

27. This agreement may not be modified except as agreed in writing. Any agreement made hereafter to change, amend or modify this lease shall be invalid unless the same is in writing and executed by both parties hereto.

28. Rooftop Deck. Lessee shall have the right, along with other tenants to use the rooftop deck of the Wes Trent Lofts (the "Rooftop Deck"). Lessor has not established the operating hours for the rooftop deck, but Lessor reserves the right to establish and enforce "hours of availability" for the rooftop deck. The rooftop deck shall be available for Lessee and Lessee's invitees for up to 340 days during the calendar year. Lessor shall have the right to exclusively lease or use the rooftop deck no more than 25 days during the year. If Lessee or Lessee's invitees are found throwing objects from the Rooftop Deck or if Lessee or Lessee's invitees are found scaling the protective railing surrounding the Rooftop Deck or if Lessee or Lessee's invitees are found throwing cigarettes, cigars or any other flammable items onto the roof of the building, Lessor shall have the right to terminate Lessee's Lease. All tenants shall be responsible for cleaning up and removing any trash or garbage left by tenant, including such items as beer and liquor bottles, glasses, drink cans, food items and/or containers and cigarette butts. If a tenant shall be observed leaving any such items on the rooftop deck, Lessor shall have the right to assess a cleaning fee to the tenant and deducting the same from any deposits held by the Lessor.