LEASE SUMMARY

4427 and 4417 Rhea County Highway, Dayton, TN 37321

"Landlord":	Series E, a separate series of JDG_001, LLC
Landlord's address: For notice:	JDG_001, LLC Series E Attn: Anderson Jarman 2404 Crestmoor Road, Nashville, TN 37215 Phone: 615.574.3524
"Tenant":	HARPETH FINANCIAL SERVICES, LLC, D/B/A ADVANCE FINANCIAL
Tenant's address For notice:	HARPETH FINANCIAL SERVICES, LLC D/B/A ADVANCE FINANCIAL Attn: Patrick Conroy 100 Oceanside Drive Nashville, Tennessee 37204
"Effective Date":	The date on which Landlord and Tenant execute this Lease Agreement.
"Land":	The real property described in Exhibit A attached hereto and made a part hereof, together with the easements, rights, and appurtenances thereto belonging or appertaining.
"Leased Premises":	**+/- 1500**square foot building (the "Building") and the land at 4427 and 4417 Rhea County Highway, Dayton, Tennessee 37321 (the "Land")
"Initial Term":	**Eleven years (11) years** commencing on the Rent Commencement Date, plus any partial calendar month during which the Rent Commencement Date occurs, subject to renewal, **two (2) five (5) year** options as set forth in Section 2.3.
"Rent Commencement Date":	The date of the closing of the purchase of the Premises by Landlord from Seller.
"Annual Rent":	**$76,594 annually, payable $6,382** per month as further described in Exhibit C for the Initial Term with Base Rent increasing **annually by two percent (2%)**. Any Renewal Terms shall be calculated in accordance with Section 3.5.
"Operating Expense":	**True Triple Net** as further described in Article 5.
"Permitted Use":	Various retail financial products and services and ancillary products and services. Tenant shall have the right to operate within the Premises up to **twenty four (24) hours per day, seven (7) days per week**, as Tenant determines in its sole discretion.

LEASE AGREEMENT

4427 AND 4417 RHEA COUNTY HIGHWAY, DAYTON, TENNESSEE 37321

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of this 17th day of March 2017 (the "Effective Date"), by and between Series E, a separate series of JDG_001, LLC, a Tennessee series limited liability company (the "Landlord"), and HARPETH FINANCIAL SERVICES, LLC, D/B/A ADVANCE FINANCIAL, a Tennessee limited liability company (the "Tenant").

For and in consideration of the rental to be paid and other good and valuable consideration, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Leased Premises (as hereafter defined) for the Term (as hereafter defined), at the rental and subject to and upon all of the terms, covenants and agreements set forth herein.

I. LEASED PREMISES

1.1. Acquisition of Premises. Landlord and Tenant acknowledge and agree as follows:

(a) Landlord, itself or through its affiliate, has executed an Agreement of Purchase and Sale (the "Agreement") with Giles Everett Roberson, an individual ("Seller") for Landlord's acquisition of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all improvements located thereon, if any, and all easements, rights, and appurtenances thereto belonging or appertaining (the "Premises").

(b) Promptly following the execution of the Agreement until May 16, 2017 (the "Due Diligence Expiration Date"), Landlord shall perform all due diligence with respect to the Premises as Landlord desires or Tenant may reasonably request, including, but not limited to, obtaining and delivering to Tenant the following, as soon as reasonably practicable following the execution of the Agreement: (i) a title commitment with respect to the Premises dated not more than thirty (30) days prior to the Effective Date, (ii) an ALTA/ACSM survey of the Premises, (iii) a Phase I environmental site assessment of the Premises and geotechnical assessment of the Premises, together with any additional testing or investigations recommended by such Phase I or geotechnical assessments, (iv) if any improvements exist on the Land and are intended to be a portion of the finished building to be constructed on the Land pursuant to Landlord's Work (as defined below), a property condition report, and (v) a zoning report with respect to the Premises (collectively, the "Landlord Diligence"). Landlord shall contract directly with any consultants or contractors engaged to perform the Landlord Diligence, at Landlord's sole cost and expense, and Landlord shall have no liability or obligations to Tenant or such consultants or contractors with respect to the Landlord Diligence, except as expressly provided in Section 1(d) below. Tenant shall indemnify and hold Landlord harmless from and against any costs, claims or liabilities relating to the Landlord Diligence or Landlord's performance thereof, including any claims by the Seller for damage done to the Premises in connection therewith.

(c) In the event Landlord or Tenant elects not to go forward with a project upon the Premises prior to the Due Diligence Expiration Date, as the same may be extended pursuant to the terms of the Agreement, then Landlord shall terminate the Agreement in accordance with the terms thereof. In the event either Landlord or Tenant determines not to go forward with the purchase of the Premises prior to the Due Diligence Expiration Date, such party shall notify the other not less than two (2) business days prior to the Due Diligence Expiration Date. In the event that either party elects to terminate the Agreement, this Lease shall terminate concurrently with the effectiveness of such termination, and thereafter neither Landlord nor Tenant shall have any further obligation or liability to the other under this Lease. In the event Tenant defaults under the Agreement (other than any default caused by the act or omission of Landlord acting as Tenant's agent under the Agreement), and such default results in the termination of the Agreement, Tenant shall reimburse Landlord for any deposit or earnest money Landlord paid pursuant to the Agreement or any amendment thereto and any out-of-pocket costs actually incurred by Landlord in connection with the Landlord Diligence.

(d) Tenant shall conduct its own review of the Landlord Diligence in electing to proceed with acquisition of the Premises or to terminate the Agreement. In the event Landlord acquires the Premises pursuant to the Agreement, Landlord shall have no obligation to Tenant with respect to any item disclosed in the Landlord Diligence or for any other issues with respect to the condition of the Premises existing as of the closing date of Landlord's acquisition of the Premises, except as set forth elsewhere in this Lease.

1.2. Description of Leased Premises. Upon Landlord's acquisition of the Premises pursuant to the Agreement, Landlord shall and, without the need for any additional documentation, except for an amendment to the Lease to finalize the Annual Rent payable hereunder as described on Exhibit C, shall be deemed to, demise, lease and let unto Tenant, and Tenant shall and, without the need for any additional documentation, shall be deemed to, take and receive from Landlord the following the Land, the building (the "Building") now located or hereafter constructed on the Land in accordance with the Work Letter (defined below) together with parking areas, easements, rights, rights-of-way, and appurtenances thereto belonging or appertaining (collectively, the "Leased Premises").

1.3 Landlord's Work. Within a reasonable time of Landlord's acquisition of the Premises, Landlord shall construct the Building and other improvements upon the Land in accordance with the work letter, attached hereto as Exhibit B (the "Work Letter" or "Landlord's Work", as applicable).

II. TERM

2.1. Length of Term. This Lease shall be effective as of the Effective Date, provided, however, that Tenant's Annual Rent obligations shall not commence until the Rent Commencement Date, and shall continue for a period of eleven (11) years after the Rent Commencement Date. Tenant may extend the Term (as defined below) of this Lease in accordance with the provisions set forth in Section 2.3.

2.2. Change of Law Clause: Notwithstanding anything to the contrary herein, Tenant or its Affiliates (individually and collectively, "Tenant" in this paragraph) are presently licensed with the Tennessee Department of Financial Institutions to provide loans and other services under the Flexible Credit Act, the Industrial Loan and Thrift Companies Act, the Check Cashing Act, and the Tennessee Money Transmitter Act of 1994 (such loans and services and all ancillary services provided by Tenant are referred to collectively as the "Tenant's Business"). In the event Tenant is unable to conduct a portion of Tenant's Business which accounts for thirty percent (30.00%) or more of its revenues (determined by reference to Tenant's financial statements for the most recent twelve (12) month period preceding the date of the Law Change or Licensing Issue) as presently conducted as a result of (a) any change to any applicable law, rule or regulation, including any such change that substantially reduces the rate of interest or other charges that Tenant is presently permitted by law to charge for its products or services; (b) any order or demand by any regulatory authority; (c) any order, ruling or finding by any judicial authority; (d) inability to procure any required permit, approval or consent including, but not limited to any governmental or quasi-governmental orders or approval (collectively, a "Law Change"), or (e) loss of any license required for conduct of Tenant's Business (a "Licensing Issue"), then Tenant shall have the option to terminate the Lease upon six (6) months prior written notice to Landlord, in which case all Rent and other charges accruing after the date of termination shall abate.

2.3. Renewal Options. If this Lease is still in full force and effect and no Event of Default (as defined below) or event which, with the giving of notice or passage of time, would constitute an Event of Default, shall have occurred and be continuing hereunder, Tenant shall have the right and option to renew this Lease for up to two (2) consecutive additional periods of five (5) years each (each a "Renewal Term"), provided that Tenant must exercise each option for a Renewal Term, if at all, by written notice to Landlord, given in accordance with Section 18.17 of this Lease ("Option Notice"), not less than sixty (60) days prior to the expiration of the then-current Term ("Option Exercise Deadline"). The Renewal Terms will be on the same terms and conditions set forth in this Lease, except that Annual Rent shall be adjusted as set forth in Section 3.5. If Tenant fails to properly exercise any option for a Renewal Term in accordance with the terms and conditions of this Section, then that Renewal Term option and all subsequent Renewal Term options, if any, shall terminate immediately, in which case Tenant shall have no further right to extend the Term of this Lease. The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term".

III. RENTAL PAYMENTS

3.1. Annual Rent: Tenant hereby agrees to pay to Landlord at such place as Landlord may from time to time designate in writing, "Base Rent" in the amount of **$76,594 annually,** annually, payable in equal payments of $6,382 per month, increasing annually by two percent (2%), as may be further shown on Exhibit C. Rent shall commence as of the Rent Commencement Date and shall thereafter be paid in advance of each month on the first (1st) day of such month. In the event the Rent Commencement Date is on a day other than the first day of the month, the first rental payment shall be prorated for the period between the Rent Commencement Date and the first day of the month following the Rent Commencement Date based on the actual number of days in the month containing the Rent Commencement Date. Rent for any period during the term hereof that is less than one (1) month shall likewise be a prorated portion of the monthly installment of Rent set forth herein.

3.2. Payment of Annual Rent. Tenant agrees to pay to Landlord Rent at such place as Landlord may designate, without prior demand therefor. The Annual Rent shall be due and payable in twelve (12) equal monthly installments, to be paid in advance on or before the first day of each calendar month during the Term. In the event the Rent Commencement Date occurs on a day other than the first day of a calendar month, then the Annual Rent payment for such partial month shall be paid on the Rent Commencement Date prorated in the same matter as set forth in Section 3.1.

3.3. Additional Rent. "Additional Rent" means all amounts required to be paid by Tenant under the terms of this Lease other than Annual Rent. Tenant shall also be obligated to pay Additional Rent as provided in this Lease. "Rent" means Annual Rent and Additional Rent.

3.4. Late Payments. If Tenant fails to make any payment of Annual Rent or Additional Rent on or before the due date therefor, then Tenant shall pay Landlord interest on such overdue payment at the Lease Default Rate, accruing from the due date of such payment until the same is paid in full. "Lease Default Rate" shall mean the lower of (i) twelve percent (12%) annually or (ii) the highest rate permitted to be contracted for under applicable law.

3.5. Annual Rent During Renewal Terms. For any Renewal Term that becomes effective pursuant to an election made by Tenant in accordance with Section 2.3 above, Annual Rent shall be adjusted to the fair market rental value of the Leased Premises at the beginning of such Renewal Term. Promptly upon Tenant's exercise of its option with respect to any Renewal Term, the fair market rental value of the Leased Premises shall be established in accordance with the following provisions of this Section 3.5. The "fair market rental value" of the Leased Premises shall mean the Annual Rent which a third party tenant would pay at the time of determination in respect of the Leased Premises, such valuation to be made on the assumption that the terms of this Lease will remain in full force and effect after the commencement of the Renewal Term at issue. Landlord and Tenant shall first attempt to agree upon the fair market rental value of the Leased Premises, in which event the fair market rental value agreed upon by Landlord and Tenant shall be memorialized in writing by Landlord and Tenant and the newly applicable Annual Rent and shall be final and binding upon Landlord and Tenant. In the event Landlord and Tenant are unable to mutually agree upon the fair market rental value of the Leased Premises within thirty (30) days of the date of the applicable Option Notice, then Landlord and Tenant shall each select one appraiser to determine the fair market rental value of the Leased Premises. Each appraiser so selected shall furnish Landlord and Tenant with a written appraisal not later than ninety (90) days prior to the first day of the Renewal Term at issue, setting forth his or her determination of the fair market rental value of the Leased Premises. If the two appraisals so submitted differ by less than five percent (5%) of the higher of the two, the average of the two shall be the determination of fair market rental value of the Leased Premises and shall be final and binding on Landlord and Tenant. If the two appraisals differ by more than five percent (5%) of the higher of the two, then the two appraisers shall immediately select a third appraiser who shall within thirty (30) days after his or her selection make a determination of the fair market rental value of the Leased Premises and submit such determination to Landlord and Tenant. The third appraisal will then be averaged with the closer of the two previous appraisals and the result shall be the determination of fair market rental value and newly applicable Annual Rent and shall be final and binding on Landlord and Tenant, unless the first two appraisals differ from the third appraisal by the same amount, in which case the determination of the fair market rental value pursuant to the third appraisal shall be the newly applicable Annual Rent and be final and binding on Landlord and Tenant. All appraisers appointed pursuant to this Section shall be members of the American Institute of Real Estate Appraisers with not less than ten (10) years' experience appraising projects similar to the Leased Premises within the same city (or other geographic region as mutually agreed by the parties) as the Leased Premises. Landlord and Tenant shall each bear the cost of their selected appraiser and the cost of the third appraiser, if applicable, shall be split equally between Landlord and Tenant.

IV. MAINTENANCE AND MANAGEMENT

Tenant shall assume and perform all maintenance and management functions with respect to the Leased Premises, as more fully described in Article VIII below.

V. NET LEASE; TRUE LEASE

It is the intention and purpose of the parties hereto to create a lease of the kind commonly known as "triple net". Accordingly, the Tenant agrees to bear, pay for, and discharge not only such items as it has specifically agreed by the provisions of this Lease to pay, but also all other costs, charges and expenses of every kind and nature whatsoever which must be paid in connection with the ownership and operation of the Leased Premises, including any assessments or other obligations due under any declarations or property owners associations to which the Leased Premises is subject, except any costs and expenses that are expressly the obligation of Landlord in this Lease.

VI. USE

6.1. Use of Leased Premises. The Leased Premises shall be used and occupied by Tenant for the operation of a retail store offering various retail financial products and services and ancillary products and services, including, but not limited to, sales of services, products and merchandise commonly sold in stores operated by Tenant. Subject to any applicable law, Tenant shall have the right to operate within the Leased Premises up to twenty four (24) hours per day, seven (7) days per week, as Tenant determines in its sole discretion. During the Term, Tenant may change its use to any lawful use so long as Tenant's changed use does not violate any restrictions or exclusives in effect at the time Tenant changes its use, provided that Tenant shall provide Landlord with prior notice of any such change in use. Landlord makes no representation or warranty relating to Tenant's use or its compliance with applicable law.

6.2. Exclusive Use. Landlord agrees that during the Term neither Landlord nor any party controlled by Landlord or any parent or affiliate of Landlord shall execute any lease for space within a one (1) mile radius from center of the Leased Premises, or allow any person or entity to utilize any portion of such property owned by Landlord or any party controlled by Landlord or any parent or affiliate of Landlord, for use as a business that generates fifteen percent (15%) or more of its annual revenue from any of the following products in the aggregate: services under the Flexible Credit Act, "payday" loans, installment loans, title loans, check cashing, and rent to own products and services; unless such business is operated by Tenant or an affiliate thereof.

VII. TAXES AND ASSESSMENTS

7.1. Payment of Taxes. Tenant shall pay and discharge as and when the same become due and prior to delinquency, all ad valorem taxes, assessments, levies and other charges, general and special, which are levied, assessed, imposed or charged during the Term against the Leased Premises and any personal property owned by the Landlord but used by the Tenant in connection with its use of the Leased Premises and situated thereon ("Impositions"). During the first calendar year of the Term and the last calendar year of the Term, Tenant shall be obligated to pay only a pro rata portion of said ad valorem taxes, assessments, levies and other charges due and payable for such year based upon the part of the year the Tenant leases the Leased Premises, and shall only be obligated to pay those installments of special assessments (using the longest amortization term available) coming due during the Term.

If at any time during the Term, a tax or excise on rents or other tax, however described, is levied or assessed by the State of Tennessee, or any political subdivision thereof in which the Leased Premises is situated, against Landlord or the rentals set forth in Article III hereof, Tenant covenants to pay and discharge such tax or excise on rents or other tax, it being the intention of the parties hereto that all sums payable by Tenant hereunder (including, without limitation, Rent) shall be paid to Landlord absolutely net without offset of any kind or deduction of any nature except as expressly provided herein. Any payment or discharge by Tenant of any tax or excise on rents or other tax referred to in the preceding sentence shall not be deemed Additional Rent. In the case of any assessment for public improvement wherein the cost of the public improvement is permitted to be paid in installments, then and in such event only, such installments falling due for periods occurring during the Term shall be paid by Tenant, and all such installments falling due for periods subsequent to the Term shall be paid by Landlord. For the purpose of the foregoing sentence, an installment is due on the last day before the date upon which such an installment becomes delinquent.

Notwithstanding the foregoing or anything to the contrary, in no event will Tenant be responsible for any federal, state or local (a) franchise, capital stock or similar taxes, if any, of Landlord, (b) income, excess profits or other taxes determined on the basis of or measured by the net income of Landlord, (c) any estate, inheritance, succession, gift, capital levy or similar taxes, or (d) any fine, penalty, cost or interest for any tax or assessment or part thereof for which Landlord is responsible for payment, which Landlord failed to pay timely prior to or at any time during the Term, or taxes resulting directly from an increase in the assessment of the Leased Premises caused by a sale or ground lease of all or any portion of the Leased Premises to an affiliate of Landlord.

Landlord covenants to cooperate with Tenant in taking reasonable actions necessary to apply for and receive ad valorem tax relief for the Leased Premises, provided, however, no cost accrues to Landlord. If any refund or rebate is received as a result of any contest or otherwise, Tenant shall be entitled to the benefit of such refund or rebate to the extent applicable to any portion of the Term. Tenant expressly acknowledges that no right of offset with respect to payment of Annual Rent or Additional Rent to the Landlord or the payment of other amounts hereunder shall arise in the event of the loss of ad valorem tax relief.

7.2. Evidence of Tax Payment. Landlord shall promptly deliver to Tenant any bill or invoice it receives with respect to any Imposition. Tenant shall provide Landlord with paid receipts for all Impositions payable with respect to the Leased Premises within twenty (20) days of payment thereof. Landlord shall indemnify Tenant for any late charge or interest charged with respect to any Imposition invoice that is received by Landlord and is not delivered to Tenant by the later of (a) the tenth (10^{th}) business day after Landlord's receipt thereof or (b) the tenth (10th) business day prior to the date that any late charge or interest would begin to accrue with respect to such Imposition. Notwithstanding the foregoing, Tenant shall use its best efforts to have all invoices for taxes and assessments with respect to the Property delivered directly to Tenant.

VIII. MAINTENANCE AND REPAIRS; ALTERATIONS

8.1. Maintenance and Repairs by Tenant.

(a) During the Term, Tenant, at its sole cost and expense, shall keep in good order and repair the Leased Premises, including, but not limited to, the roof, conductor pipes, walls, and enclosed plumbing, wiring and conduits therefor, all lighting fixtures and tubes, all heating and air-conditioning equipment, and all doors, windows, plate glass, and storefront portions of the Building. Tenant shall make and pay for all repairs arising out of structural defects in the Building and repairs or repaving of the parking lot. Tenant agrees to maintain the appearance of the Building, other improvements, landscape areas, parking areas and ingress and egress areas in and around the Leased Premises in a clean and sanitary condition.

(b) Tenant shall from time to time replace with other similar operational equipment or parts any of the mechanical systems or other equipment included in the Leased Premises which has become worn out or unusable for the purpose for which it was intended, including, but not limited to, equipment that has been lost, stolen, damaged or destroyed, to the extent necessary to operate Tenant's business at the Leased Premises.

8.2. Utilities and Service. Throughout the Term, Tenant shall arrange for and pay the entire cost of all electricity, water, irrigation water, gas, sewer, and telephone service charges, janitorial service, security, snow removal, landscaping and grounds keeping, and any other services necessary to Tenant's operations on the Leased Premises.

8.3. Alterations. Tenant shall be permitted to make interior, nonstructural alterations and interior, nonstructural improvements to the Building without Landlord's prior written consent, provided that Tenant shall make no alterations, additions or modification to the Building or other improvements constructed on the Leased Premises that diminish in any material amount the value of the Building or improvements or the value of the Leased Premises in Landlord's reasonable discretion, and provided further that Tenant shall give Landlord notice of any nonstructural alteration or addition the cost of which exceeds $50,000.00. In the event that Tenant provides Landlord with notice of any planned renovations or alterations to the Property that shall exceed $50,000 in cost, Landlord shall be estopped from asserting that such alterations or improvements diminished the value of the Building if Landlord does not notify Tenant of its objection to such alterations or renovations within ten (10) business days of its receipt of notice from Tenant. Tenant shall not make or cause to be made any structural alterations or additions to the Leased Premises without first obtaining Landlord's written approval, such consent not to be unreasonably withheld, conditioned or delayed, provided that Landlord shall not be deemed to have unreasonably withheld its consent with respect to any recommendation or opinion of Landlord's licensed engineer related to any such structural alteration or additions. Tenant shall present to Landlord plans and specifications for any alterations requiring approval at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense in accordance with the approved plans. All such work shall be done only by contractors or suppliers approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All such work with respect to any alterations, additions, and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion. At Landlord's request to be made if at all prior to Tenant's commencement of construction on any alteration or addition performed in accordance with this paragraph, Tenant shall remove any such alteration or addition and restore the Leased Premises to its condition prior to such alteration or addition upon the expiration or termination of this Lease.

8.4. Signage. Tenant may install a sign or signs and awnings on or in the Leased Premises with prior written consent from Landlord. Tenant shall not install any signs or awnings unless such signs are compliant with all applicable laws and installed in accordance with any required governmental approvals, which shall be obtained at Tenant's sole cost and expense.

8.5. Liens; Encumbrances. Tenant shall not create or permit to be created or to exist, and shall promptly discharge, within thirty (30) days of Tenant's receipt of written notice of such lien, any lien or encumbrance which might be or become a lien or encumbrance against the Leased Premises, except any mortgage created by Landlord.

8.6. Warranties. Landlord agrees that any warranties on the Leased Premises or any component thereof, specifically including, but not limited to, the HVAC systems and roof, or any personal property or equipment leased hereunder shall inure to the benefit of Tenant. Landlord shall fully cooperate with Tenant to insure the fulfillment of the foregoing provision.

IX. ASSIGNMENTS AND SUBLEASING

9.1. Tenant.

(a) Tenant shall not have the right, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed so long as Tenant remains obligated following any such assignment for all covenants and agreements of Tenant hereunder, to sell, transfer or assign its leasehold interest hereunder. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign its leasehold interest hereunder to a parent, subsidiary or affiliate entity provided that Tenant shall remain obligated following any such assignment for all covenants and agreements of the Tenant hereunder, and the assignee executes an assumption of this Lease in form and substance reasonably acceptable to Landlord. Tenant shall not have the right, without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, to sublet the Leased Premises or any part thereof. Tenant shall remain obligated following any such sublease for all covenants and agreements of the Tenant hereunder.

(b) Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent, assign this Lease to an entity or person that:

(i) has a net worth of at least $18,000,000, as demonstrated by current audited financial statements; and

(ii) either (x) acquires all or substantially all of the assets of Tenant, or (y) will operate a retail or office use on the Premises, which is consistent with Tenant's Business or an "Alternative Permitted Use" described below, so long as no default under this Lease is caused by such Alternative Permitted Use due to a conflicting exclusive use within the project in which the Premises is located:

"Alternative Permitted Use" shall mean any of the following: (a) cellular phone and data sales, (b) restaurant, provided that alcohol sales may not comprise more than thirty-five percent (35%) of the restaurant's gross sales; (c) consumer financial services, including tax preparation, stockbrokerage, or insurance, (d) dental or medical offices, or (e) shipping services.

In the event of an assignment permitted under this Section 9(b), the initial Tenant shall be released from liability arising under this Lease from and after the effective date of such assignment.

X. INSURANCE

10.1. Type of Insurance. During the entire Term hereof and at its sole cost and expense, Tenant shall keep in full force and effect the following insurance on the Leased Premises, written by companies acceptable to Landlord, licensed to do business in the State of Tennessee, of recognized financial standing which are rated A or better by Standard & Poor's and A2 or better by Moody's Investors Services:

(a) Hazard insurance on an "all-risk type" or equivalent policy form, and shall include fire, theft, extended coverages, vandalism, and malicious mischief. Coverage shall be equal to 100% of the replacement cost value of Tenant's contents, fixtures, furnishings, equipment, and all improvements or additions made by Tenant to the Leased Premises. The deductible under such insurance coverage shall not exceed $10,000.00. Such policy shall name Landlord as Certificate Holder and Loss Payee and shall provide that coverage is primary and not contributory with other insurance. The policy shall provide that such policy not be cancelled or materially changed without first giving Landlord thirty (30) days written notice.

(b) Special form property insurance (including vandalism insurance, flood insurance if the Leased Premises is located within either a Special Flood Hazard Area or a Non-Special Flood Hazard Area as determined by FEMA flood zone ratings of A or V, windstorm insurance, earthquake insurance, and terrorism insurance, each to the extent applicable) against all risk of direct physical loss or damage to the Improvements in amounts not less than the full replacement cost of the Improvements, if the same are actually replaced, or actual cash value (replacement cost minus depreciation) if the same are not replaced, excluding footings and foundations and other parts of the Improvements which are not insurable. Tenant shall also obtain: (i) business interruption or rental interruption insurance in an amount equal to one hundred percent (100%) of Rent for a period of no less than twelve (12) months and shall make any proceeds therefrom available to Landlord and Landlord's lender, and (ii) ordinance and law coverage, including, but not limited to, for extra costs and/or loss of value to the Leased Premises because of any changes in building codes. Such policy shall name Landlord as Certificate Holder and Loss Payee and shall provide that coverage is primary and not contributory with other insurance.

(c) Commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the Leased Premises, which insurance shall: (i) be written on a so-called "occurrence basis," with combined single limit coverage of not less than Two Million Dollars ($2,000,000). All policies for such insurance shall be for the mutual benefit of Landlord, Tenant, and Landlord's lender and shall name Landlord and its lender as additional insureds (if Tenant has been given notice of such lender). In addition, Tenant shall maintain auto liability insurance in an amount not less than One Million Dollars ($1,000,000) if Tenant owns or operates any automobiles in connection with its business at the Leased Premises.

(d) Workers' compensation insurance covering all persons employed in connection with any work done on or about the Leased Premises as required by the State of Tennessee.

(e) Any other insurance coverage that may from time to time be reasonably required by Landlord or by Landlord's lender in order to protect their respective interests, which coverage is customarily carried by owners or tenants of similar properties in the same geographic area and engaged in businesses similar to Tenant's business.

10.2. Evidence of Insurance. Tenant shall, on or prior to the Effective Date, provide Landlord with certificates of insurance evidencing that all the policies required hereunder are in full force and effect, with all premiums therefor having been paid, and upon Landlord's request, Tenant shall provide Landlord with a copy of any such insurance policy. Following Tenant's obtaining knowledge or notice of same, Tenant shall promptly notify Landlord and Landlord's lender (of which Tenant has notice and a notice address) of any material amendment to, or any expiration or cancellation of, any insurance required pursuant to Section 10.1.

10.3. Insurance Premiums. Tenant shall pay as they become due all premiums for the insurance required by this Article X, shall renew or replace each policy prior to the expiration date stated on the policy then in effect, and shall deliver to Landlord and Landlord's lender the appropriate assurances for such renewals or replacements in accordance with the provisions of this Section 10.3 before expiration of the then-effective coverage. In the event of Tenant's failure to comply with any of the foregoing requirements of this Section 10.3 within five (5) business days of written notice from Landlord, Landlord or Landlord's lender shall be entitled to procure such insurance, and any amounts expended by Landlord or Landlord's lender in connection therewith shall be payable by Tenant on demand as Additional Rent.

10.4. Blanket Policies. Anything in this Article X to the contrary notwithstanding, any insurance which Tenant is required to obtain pursuant to Section 10.1 may be carried under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" policy or policies otherwise comply with the provisions of this Article X. In the event any such insurance is carried under a blanket policy, Tenant shall deliver to Landlord and Landlord's lender a copy of those provisions of the blanket policy that pertain to the Leased Premises, if any, to evidence the issuance and effectiveness of the policy, the amount and character of the coverage with respect to the Leased Premises and the presence in the policy of provisions of the character required in this Article X.

10.5. Construction Insurance. During any period of construction, restoration, reconstruction, rehabilitation, replacement or alteration to the Leased Premises by Tenant (and specifically including initial construction pursuant to the Work Letter), Tenant shall maintain (or cause its general contractor to maintain) builder's risk insurance in so-called non-reporting form upon all buildings, improvements and related appurtenances while under construction in an amount and with coverage approved by Landlord in its reasonable discretion. Landlord and its lender shall be named as loss payees under such insurance.

10.6. Waiver of Subrogation. Landlord and Tenant hereby waive all rights to recover against each other, and against each other's officers, directors, shareholders, partners, joint venturers, employees or agents, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

XI. DESTRUCTION

11.1. In the event the Building is destroyed or damaged by fire or other casualty, Tenant shall promptly commence to rebuild, repair or replace, said Building in substantially as good condition as it was prior to such fire or casualty at Tenant's sole cost and expense less any available insurance proceeds, provided that Tenant shall only be required to perform such repair to the extent insurance proceeds are made available to Tenant, except to the extent any insurance claim related to a casualty is denied by the insurer as a result of the negligence or willful misconduct of Tenant, in which event Tenant shall be required to rebuild or repair the Building notwithstanding the unavailability of insurance proceeds. If Tenant is required to rebuild the Leased Premises pursuant to this section, Tenant shall substantially complete such rebuilding, repairing or replacement within one hundred twenty (120) days from the date of said fire or casualty or such later date that is the earliest date practicable following such destruction or casualty (which date shall be mutually agreed to in writing by Landlord and Tenant in their reasonable discretion). The rentals provided hereunder shall not abate during such reconstruction.

11.2. Notwithstanding the foregoing, in the event the Building is destroyed or damaged by fire or other casualty to the extent of forty percent (40%) or more, as reflected by the estimate of the adjuster for the company insuring the Leased Premises, and such event shall occur after three-fourths (3/4ths) of the Initial Term shall have expired, or at any time during any Renewal Term, Tenant shall have the option, upon sixty (60) days prior written notice delivered to Landlord within thirty (30) days of the determination of the percentage of loss by the adjuster, to declare this Lease ended and terminated. If Tenant does not exercise its right to terminate this Lease, then the rebuilding or repairs will commence as provided in this Article XI.

11.3. In any event where Tenant is obligated to repair or restore the Leased Premises, whether wholly or partially damaged or destroyed, the proceeds from any insurance policy covering the Leased Premises shall be made available to Tenant for the sole purpose of rebuilding, repairing or replacing said Leased Premises, subject to the terms of any real estate mortgage or deed of trust encumbering the Leased Premises. In the event that the election to terminate this Lease as provided in this Article XI hereof is exercised, then all such insurance proceeds shall be paid to the Landlord and the holder of any real estate mortgage or deed of trust, as their interest may appear.

XII. CONDEMNATION

12.1. Total Condemnation. If the whole of the Leased Premises shall be acquired or taken by Condemnation Proceeding (as hereafter defined), then this Lease shall cease and terminate as of the date of title vesting in such condemning authority. As used in this Lease, the term "Condemnation Proceeding" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

12.2. Partial Condemnation. If any part of the Leased Premises shall be acquired or taken by Condemnation Proceeding, and such partial taking shall render the remaining portion unsuitable for the Tenant's business, in Tenant's reasonable discretion, then this Lease shall terminate and have no further force or effect sixty (60) days following Tenant's delivery of written notice of such determination to Landlord (which notice must be sent within thirty (30) days of the resolution of such Condemnation Proceeding), except for those provisions which explicitly survive termination hereof. If the Leased Premises remain suitable for the Tenant's business following such partial taking, in Tenant's reasonable discretion, then this Lease shall continue in effect except that the Annual Rent shall be equitably reduced. Tenant shall, upon receipt of any Condemnation Award (as defined herein), make any repairs to the Leased Premises made necessary by the taking, provided that Tenant shall not be required to expend for such work an amount in excess of Condemnation Award. To the extent any portion of the Condemnation Award received by Landlord is apportioned for damage to the Leased Premises, Landlord shall make available to Tenant that portion of the Condemnation Award for purposes of making the repairs required hereunder. As used in this Lease, "Condemnation Award" shall mean the award from the Condemnation Proceeding actually received by Landlord, less any costs or expenses incurred by Landlord in the collection of the award, which is free and clear to Landlord of any collection by mortgagees for the value of the diminished fee.

12.3. Tenant's Recovery. Upon any Condemnation Proceeding, Tenant may claim and receive from authority exercising such rights, among other damages available under applicable law, the value of (i) Tenant's trade fixtures, (ii) compensation for damages for interruption or dislocation of its business, damages for loss of goodwill, and (iii) moving and remodeling expenses.

XIII. LANDLORD'S RIGHTS TO CURE

13.1. General Right. In the event of Landlord's breach or noncompliance under this Lease, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach or noncompliance. For the thirty (30) days following Landlord's receipt of the aforementioned notice by Landlord (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days), Landlord shall have the right to cure the breach or noncompliance and Tenant shall not pursue its remedies hereunder so long as such actions or remedies are being diligently pursued by Landlord or Landlord's lender.

13.2. Mechanic's Lien. Should any mechanic's or other lien be filed against the Leased Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after written notice by Landlord. If Tenant fails to comply with its obligations in the immediately preceding sentence within such thirty (30) day period, Landlord may perform such obligations at Tenant's expense, in which case all of Landlord's costs and expenses in discharging shall be immediately due and payable by Tenant and shall bear interest at the Lease Default Rate.

XIV. FINANCING; SUBORDINATION

14.1. Subordination. Tenant will execute an instrument subordinating its interest in this Lease to any mortgage, deed of trust, or other security interest now existing or hereafter placed on the Landlord's interest in the Leased Premises (as amended, restated, supplemented, or otherwise modified from time to time, including any refinancing thereof, a "Mortgage"); *provided* such instrument contains an express Non-disturbance Agreement (as defined in the last sentence of this paragraph 14.1); and *provided, further*, that the holder of a Mortgage may elect, in its sole discretion, to subordinate the Mortgage to this Lease. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever. Prior to the Rent Commencement Date, Landlord shall provide a non-disturbance agreement, in commercially reasonable and recordable form, from its existing mortgagee(s), if applicable, which shall provide that (i) in the event it should become necessary to foreclose the mortgage or (ii) if the mortgagee is the successful bidder for the Leased Premises at a sale conducted pursuant to Section 363 of the Federal Bankruptcy Code, the lender will not terminate this Lease or any renewals or extensions thereof or join the

Tenant in foreclosure proceedings so long as Tenant is not in default (after expiration of any applicable cure period) under any of the terms, covenants, or conditions of this Lease (a "Non-disturbance Agreement").

14.2. Attornment. Tenant agrees to attorn to Landlord's successors and assigns and shall recognize such successor or assign as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract, provided that such successor or assign shall be liable for all obligations of Landlord under this Lease, subject to the terms of any subordination or Non-disturbance Agreement (if any) between Tenant and such successor or assign.

XV. EVENTS OF DEFAULT; REMEDIES

15.1. Default by Tenant. Upon the occurrence of any of the following events ("Event of Default"), Landlord shall have the remedies set forth in Section 15.2:

(a) Tenant's failure to make any payment of Annual Rent when due which continues unremedied for a period of ten (10) business days after Tenant receives written notice from Landlord specifying the failure; provided, however, that Landlord shall have no obligation to give Tenant notice of such failure if Landlord has given such notice to Tenant two (2) times in any consecutive twelve (12) month period.

(b) Tenant's failure to make any payment of Additional Rent when due which continues unremedied for a period of ten (10) business days after notice thereof from Landlord; provided, however, that Landlord shall have no obligation to give Tenant notice of such failure if Landlord has given such notice to Tenant two (2) times in any consecutive twelve (12) month period.

(c) Tenant's failure to duly perform and observe, or Tenant's violation or breach of, any other provision hereof if such failure shall continue for a period of thirty (30) days (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days, not to exceed sixty (60) days) after notice thereof from Landlord.

(d) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against it any such proceedings in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into a voluntary arrangement under applicable bankruptcy law; or suffers this Lease to be taken under a writ of execution; provided, however, in the event of any of the foregoing, Tenant shall have sixty (60) days following the commencement of any such proceeding to have any petition or proceeding dismissed before this shall constitute an Event of Default.

15.2. Landlord's Remedies. After the occurrence of an Event of Default by Tenant, Landlord shall have the right to exercise the following remedies:

(a) Landlord may, at its option, continue this Lease in full force and effect, without terminating Tenant's right to possession of the Leased Premises, in which event Landlord shall have the right to collect Annual Rent, Additional Rent and all other amounts and charges when due. In the alternative, Landlord shall have the right to peaceably re-enter the Leased Premises on the terms set forth in Section 15.2(b) below, but without such re-entry being deemed a termination of the Lease or an acceptance by Landlord of surrender thereof. Landlord shall also have the right, at its option, from time to time, without terminating this Lease, to relet the Leased Premises, or any part thereof, with or without legal process, as the agent and for the account of Tenant, upon such terms and conditions as Landlord may deem advisable in its sole and absolute discretion (which terms may be materially different from the terms of this Lease), in which event the rents received on such reletting shall be applied (i) first to the reasonable and actual expenses of such reletting and collection, including without limitation necessary repair or restoration of the Leased Premises, reasonable and actual attorneys' fees, and any reasonable and actual real estate commissions paid, but excluding the costs of renovations or alterations unique to any proposed replacement tenant, and (ii) thereafter toward payment of all sums due or to become due Landlord hereunder. If a sufficient amount to pay such expenses and sums shall not be realized or secured, then Tenant shall pay Landlord any such deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise. Landlord shall not, in any event, be required to pay Tenant any sums received by Landlord on a reletting of the Leased Premises in excess of the Rent or provided in this Lease, but such excess shall reduce any accrued present or future obligations of Tenant hereunder. Landlord's re-entry and reletting of the Leased Premises without termination of this Lease shall not preclude Landlord from subsequently terminating this Lease as set forth below.

(b) Landlord may terminate this Lease by written notice to Tenant specifying a date therefor, and this Lease shall then terminate on the date so specified as if such date had been originally fixed as the expiration date of the Term. In the event of such termination, Landlord shall be entitled to recover from Tenant the worth at the time of the termination of all of the following:

(i) any obligation of Tenant that has accrued before the date of termination; and

(ii) The amount of unpaid Rent and all other charges that would have accrued under this Lease after such termination (excluding any Renewal Terms or portions thereof not previously exercised) if such termination had not occurred, which amount shall be discounted to its present value as of the date of such termination (calculated at a rate equal to the United States Treasury instrument with a maturity date closest to the expiration of the Term). The parties acknowledge that such amounts described in clause (i) above and this clause (ii) constitute liquidated damages and have been agreed upon, after negotiation, as the parties' reasonable estimate of Landlord's damages due to an Event of Default and termination of the Lease and not as a penalty. Any such liquidated damages shall be Landlord's sole and exclusive remedy and Tenant's sole and exclusive liability for Landlord's damages due to an Event of Default and termination of the Lease

(c) In the event this Lease shall be terminated as provided above, by summary proceedings or otherwise, Landlord, its agents, servants or representatives may immediately or at any time thereafter peaceably re-enter and resume possession of the Leased Premises and remove all persons and property therefrom, by summary dispossession proceedings.

(d) Landlord may recover from Tenant, and Tenant shall pay to Landlord upon demand, as Additional Rent such reasonable and actual expenses as Landlord may incur in recovering possession of the Leased Premises, placing the same in good order and condition and repairing the same for reletting, and all other reasonable and actual expenses, commissions and charges incurred by Landlord in exercising any remedy provided herein or as a result of any Event of Default by Tenant hereunder (including without limitation attorneys' fees).

(e) Upon any exercise of remedies by Landlord hereunder that evicts Tenant from the Leased Premises, Landlord shall make commercially reasonable efforts to mitigate its damages.

(f) The various rights and remedies reserved to Landlord in this Lease are cumulative, shall survive termination of this Lease and are in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or the beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

At any time upon prior notice to Tenant, Landlord and Landlord's lender shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Tenant to comply with any of its obligations under this Lease (Landlord and Landlord's lender shall not, however, exercise any such rights except as otherwise expressly set forth in this Lease unless the failure or neglect shall have ripened into an Event of Default), and in the event of the exercise of such right by Landlord or Landlord's lender, Tenant agrees to pay to Landlord or Landlord's lender forthwith upon demand, as Additional Rent, all such sums including reasonable attorneys' fees, together with interest thereon at the Lease Default Rate.

15.3. Tenant's Indemnification; Attorney Fees. Tenant covenants and agrees to pay, and to indemnify Landlord against the payment of all costs and charges, including reasonable attorneys' fees, incurred by Landlord in obtaining possession of the Leased Premises after an Event of Default. This covenant shall include payment of all reasonable and documented costs and charges, including reasonable counsel fees of Landlord and each of Landlord's lenders.

15.4. Certification by Subtenants. Upon request by Landlord, Tenant shall request from any subtenant (i) written certification from each subtenant of space within the Leased Premises, confirming the amount of rent due under such subtenant's lease, stating whether any offsets or defenses exist against the sublessor thereunder, and covering such other matters as Landlord may reasonably require, and (ii) such other certifications by subtenant as Landlord may reasonably require with respect to the physical condition of the Leased Premises and subtenant's compliance with the provisions hereof.

XVI. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

16.1. Surrender of Leased Premises. At the expiration or earlier termination of this Lease, except for changes made by Tenant that were approved by Landlord, or changes or alterations that did not require Landlord approval pursuant to the terms of this Lease, Tenant shall surrender the Leased Premises in the same condition, ordinary wear and tear excepted, as it was in upon completion of the Landlord's Work as described in Section 1.3 above. Tenant shall simultaneously deliver all keys to Landlord. The foregoing shall in no way affect or limit Tenant's obligations hereunder regarding maintenance and repair of the Leased Premises, including, without limitation, those set forth in Section 8.1 above. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property or the removal thereof shall not materially damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof. If Tenant fails to remove its personal property and trade fixtures upon the expiration or earlier termination of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

16.2. Holding Over. Any holding over after the expiration of the Term with the prior written consent of Landlord shall be construed to be a tenancy from month to month, terminable by Landlord at any time. Such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained in this Lease, except that Annual Rent shall be at 150% of the rate payable with respect to the Annual Rent immediately preceding the end of the Term unless otherwise approved in writing by Landlord. Nothing contained in this Section 16.2 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section 16.2 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

XVII. ESTOPPEL CERTIFICATE

17.1. Estoppel Certificate. Landlord and Tenant shall, within twenty (20) days after request by the other party, execute and deliver to such other party a written estoppel certifying to the rental amount due hereunder, the last day through which rent has been paid, whether any defaults or offsets of Tenant's or Landlord's obligations hereunder then exist, plus such additional other information as Landlord or Tenant may reasonably request. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon any such estoppel.

17.2. Failure to Provide Estoppel Certificate. If Tenant fails to timely furnish any estoppel certificate as required pursuant to Section 17.1, it shall be conclusively presumed that: (a) this Lease is in full force and effect without modification in accordance with the terms set forth in the request; (b) that there are no unusual breaches or defaults on the part of Landlord; and (c) no more than one (1) month's rent has been paid in advance.

XVIII. MISCELLANEOUS PROVISIONS

18.1. Title and Condition.

(a) The Leased Premises are demised and let without representation or warranty by Landlord, except as provided in paragraphs (b) and (c) below. The Landlord makes no, and expressly hereby denies any, representations or warranties regarding the condition or suitability of, or title to, the Leased Premises. Tenant agrees that it takes the Leased Premises "as is" without any such representation or warranty. The Leased Premises are leased to Tenant in their present condition without representation or warranty by Landlord and subject to the rights of parties in possession, to the existing state of title and any state of facts which an accurate survey, title report or physical inspection might reveal, to all applicable legal requirements now or hereafter in effect. Tenant undertakes to perform all obligations of the

Landlord under any easements or other restrictions encumbering the Leased Premises. If Tenant does not elect to terminate the Agreement prior to the Due Diligence Expiration Date, Tenant will be deemed to have examined the Leased Premises and title to the Leased Premises and has found all of the same satisfactory for all purposes. Tenant acknowledges that prior to the expiration of the Due Diligence Expiration Date, it has or will have inspected the Leased Premises, that Tenant is fully familiar with the physical condition of the Leased Premises, and that the Landlord makes no representation or warranty, express or implied, with respect to same.

(b) Landlord represents, warrants and covenants to Tenant that it has full right and lawful authority to enter into this Lease, that the Leased Premises will be, on the Rent Commencement Date, free and clear of all liens, exceptions, restrictions and encumbrances created or granted by Landlord except liens for loans obtained by Landlord for which a non-disturbance agreement has been obtained and delivered to Tenant as required by Section 14.1, and that Landlord will defend the title to the Leased Premises against the claims of all persons. Landlord represents and warrants that it is (or will be as of the closing date of the acquisition of the Leased Premises by Landlord) the true, sole and lawful fee simple owner of the Leased Premises, and that it can perform all obligations and rights of Landlord hereunder.

(c) Landlord covenants that Tenant, upon performing and observing the covenants to be observed and performed by Tenant under this Lease, shall peaceably hold, occupy and enjoy the Leased Premises during the Term of this Lease without interference or disturbance by Landlord, Landlord's lender, or by any other person. Landlord agrees to faithfully and fully comply with the terms and provisions of any mortgage or deed of trust placed on the fee of the Leased Premises by Landlord, including, without limitation, making all payments required under any such mortgage. Landlord represent and warrants that Tenant shall have the right to use all on-site parking located on the Leased Premises, and shall be granted all rights of access, ingress, egress to, from and for the benefit of the Leased Premises and all easements, rights of way, roadways, driveways, subject to any Condemnation Proceeding which might alter such rights.

18.2. Encroachments. In the event that any improvement now or hereafter constructed shall (i) encroach upon any property, street or right of way on or adjoining the Leased Premises, (ii) violate the provisions of any restrictive covenant affecting the Leased Premises, (iii) hinder or obstruct any easement or right of way to which the Leased Premises are subject, or (iv) impair the rights of others in, to or under any of the foregoing, then, promptly after written request of Landlord, Tenant shall at Tenant's sole cost and expense either (x) obtain valid and effective waivers or settlements of all claims, liabilities and damages at Tenant's sole cost and expense resulting from each such encroachment, violation, hindrance, obstruction or impairment, whether the same shall affect Landlord, Tenant or both, or (y) take such action as shall be necessary to remove such encroachment, hindrance or obstruction and to end such violation or impairment. If such action is in the form of an Alteration, such Alteration shall conform to the provisions of Section 8.3.

18.3. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of any of the Leased Premises by reason of the fact that the same person, corporation, firm or other entity may acquire or hold or own, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate and (ii) the fee estate or ownership of any of the Leased Premises or any interest in such fee estate or ownership. No such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (x) this Lease or the leasehold estate created by this Lease and (y) the fee estate in or ownership of the Leased Premises including, without limitation, Landlord lender's interest therein, or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

18.4. Landlord and Lender Exculpation. Anything contained herein to the contrary notwithstanding, any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Landlord's interest in Leased Premises and shall not be enforced against the Landlord individually or personally, or any member of Landlord. Tenant agrees that any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, whether absolute or conditional in nature or otherwise, which assignment is made to Landlord's lender solely as additional collateral related to a mortgage, and the acceptance thereof by Landlord's lender shall never be treated as an assumption by Landlord's lender of any obligations of Landlord hereunder unless Landlord's lender shall, by notice sent to Tenant, specifically elect, and that Landlord's lender shall be treated as having assumed Landlord's obligations hereunder only upon purchase of the Leased Premises pursuant to foreclosure of a mortgage or by deed in lieu thereof, or other conveyance, and then only subject to the limitations set forth in the first sentence hereof.

18.5. Hazardous Materials and Substances.

(a) Tenant covenants that it will maintain at all times the Leased Premises in material compliance with all Environmental Laws (as defined below), will handle any Hazardous Materials (as defined below) located, stored, used or processed at the Leased Premises in material compliance with all Environmental Laws, will not dispose of, release, discharge, handle, use, process or store any Hazardous Materials in violation of any Environmental Laws, and will promptly notify the Landlord following receipt of any notice, action, lien or other similar action alleging either the location of any Hazardous Materials or the violation of any Environmental Laws with respect to the Leased Premises.

(b) Tenant represents, warrants and covenants that it will not on, about, or under the Leased Premises, make, treat or dispose of any Hazardous Materials. The foregoing shall not prevent the use to the extent necessary and customary in normal operations of Tenant's business of any such substances in accordance with applicable laws and regulations and Tenant represents, warrants and covenants that it will at all times comply with all Environmental Laws.

(c) Tenant shall not engage in any activity in or on the Leased Premises that constitutes a Reportable Use (as defined below) of Hazardous Materials without the express prior written consent of Landlord and timely compliance (at Tenant's sole cost and expense) with all Environmental Laws. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of Tenant's business, so long as such use is in compliance with all Environmental Laws, is not a Reportable Use, and does not expose the Leased Premises or neighboring property to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may condition its consent to any Reportable Use upon receiving such additional assurances as Landlord reasonably deems necessary to protect itself, the public, the Leased Premises, and/or the environment against damage, contamination, injury, and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements). Tenant will not store combustible or flammable materials on the Leased Premises in violation of any Environmental Law.

(d) To the extent required by any Environmental Law, Tenant shall remove any Hazardous Materials whether now or hereafter existing on the Leased Premises and whether or not arising out of or in any manner connected with Tenant's occupancy of the Leased Premises during the Term. Tenant agrees to defend, indemnify and hold Landlord, its members, officers, directors, shareholders, partners and employees harmless from and against any and all causes of actions, suits, demands or judgments of any nature whatsoever, obligations, losses, damages, penalties, expenses, fees, claims, costs (including response and remedial costs), and liabilities, including, but not limited to, attorneys' fees and expenses and costs of litigation, arising out of or in any manner connected with (i) the violation of any applicable federal, state or local Environmental Law with respect to the Leased Premises or (ii) the presence, disposal, treatment, removal, discharge, "release" or "threatened release" of, or failure to remove as required by this Section 18.5, Hazardous Materials on or from the Leased Premises or any portion or portions thereof, now or hereafter existing prior to or during the Term, whether or not arising out of or in any manner connected with Tenants' occupancy of the Leased Premises during the Term, unless caused by the gross negligence or intentional acts of Landlord. Tenant's indemnification obligations under this Section 18.5 are in addition to, and in no way limit, Tenant's indemnification obligations under any other section of this Lease. In addition, the Tenant shall assume the Landlord's indemnification obligations to any lender holding any interest in the Leased Premises who suffers any loss as a result of the foregoing.

(e) The provisions of this Section 18.5 shall survive the expiration or earlier termination of this Lease for a period of one year.

(f) "Hazardous Materials" as used herein shall include, without limitation, all hazardous substances, chemicals, petroleum, crude oil or any fraction thereof, hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, asbestos containing materials and/or products, urea formaldehyde, or any substances which are classified as "hazardous" or "toxic" under the Act; hazardous waste as defined under the Solid Waste Disposal Act, as amended 3.5 U.S.C. § 6901; air pollutants regulated under the Clean Air Act, as amended, 3.5 U.S.C. § 7401, et seq.; pollutants as defined under the Clean Water Act, as amended, 33 U.S.C. § 1251, et seq., any pesticide as defined by Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. § 19.17, et seq., any hazardous chemical substance or mixture or imminently hazardous substance or mixture regulated by the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq., any substance listed in the United States Department of Transportation Table at 45 CFR 172.101; any chemicals included in regulations promulgated under the above listed statutes or any modifications thereof or successor statutes thereto; any explosives, radioactive material, and any chemical or other substance regulated by state statutes similar to the federal statutes listed above and regulations promulgated under such state statutes.

(g) "Environmental Laws" shall mean all local, state or federal laws, ordinances, rules, orders, statutes, codes and regulations, and all compliance plans, management plans and manuals related to Hazardous Materials, applicable to the Leased Premises and (i) relating to the environment, human health or natural resources, (ii) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Materials, or (iii) regulating the clean-up or other remediation of the Leased Premises or any portion thereof, as any of the foregoing may have been amended, supplemented or supplanted from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (the "Act").

(h) "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of Hazardous Materials that requires a permit from, or with respect to which a report, notice, registration, or business plan is required to be filed with, any governmental authority; and/or (iii) the presence at the Leased Premises of any Hazardous Materials with respect to which any applicable requirements requires that a notice be given to persons entering or occupying the Leased Premises or neighboring properties or that a permit be obtained.

18.6. Indemnification.

(a) Except to the extent the same arises due to the gross negligence or willful act of the Landlord, Tenant agrees to defend, pay, protect, indemnify, save and hold harmless Landlord, Landlord's members, partners, officers, directors, shareholders, employees, affiliates and agents (collectively, "Indemnitees") from and against any and all liabilities, losses, damages, penalties, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from the Leased Premises, or the possession, operation, alteration, use, non-use, occupancy, condition, design, construction, maintenance, repair or rebuilding of any of or otherwise relating to, the Leased Premises and any injury to or death of any person or persons or any loss of or damage to any property, real or personal, in any manner arising therefrom, connected therewith or occurring thereon (collectively, "Losses). In case any action or proceeding is brought against any of the Indemnitees by reason of any such Loss, Tenant covenants upon notice from any of the Indemnitees to defend such Indemnitee in such action, with the expenses of such defense paid by Tenant, and such Indemnitee will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Tenant.

(b) Except to the extent the same arises due to the gross negligence or willful act of Tenant, Landlord agrees to defend, pay, protect, indemnify, save and hold harmless Tenant, each of Tenant's lenders, Tenant's and each lender's members, partners, officers, directors, shareholders, employees, affiliates and agents (collectively, "Tenant Indemnitees") from and against any and all liabilities, losses, damages, penalties, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from the gross negligence or willful misconduct of Landlord (collectively, "Tenant Losses"). In case any action or proceeding is brought against any of the Indemnitees by reason of any such Tenant Loss, Landlord covenants upon notice from any of the Tenant Indemnitees to defend such Tenant Indemnitee in such action, with the expenses of such defense paid by Landlord, and such Indemnitee will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Landlord.

18.7. Landlord's Access to Leased Premises. Landlord and Landlord's lender shall each have the right upon reasonable notice (which notice may be by telephone, facsimile or e-mail, shall be not less than forty-eight (48) hours, except in the case of emergency), to enter the Leased Premises at all reasonable business hours (and at all other times in the event of an emergency), for (i) the purpose of inspecting the same or for the purpose of doing any work, and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise shall create or imply any duty upon the part of Landlord to make any such inspection or do any such work), (ii) the purpose of showing the Leased Premises to prospective purchasers and mortgagees and (iii) the purpose of showing the Leased Premises to prospective tenants during the last year of the Term. No such entry shall constitute an eviction of Tenant but any such entry shall be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operation. In any event, prior to accessing the portion of the Leased Premises behind the counters and glass, Landlord shall be required to call Patrick Conroy at (615) 500-6630 or such other person(s) as Tenant may designate so that such person can give permission for Tenant's employees to grant such access.

18.8. No Usury. The intention of the parties being to conform strictly to the usury laws now in force in the State of Tennessee, whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

18.9. Broker. Landlord and Tenant each hereby acknowledge and agree that neither has used the services of a broker in connection with this Lease and agrees to indemnify, protect, hold harmless and defend the other against all claims by any party for commissions, finder's fees or any similar payments based upon this Lease and the actions of the indemnifying party.

18.10. No Waiver. No delay or failure by either party to enforce its rights hereunder shall be construed as a waiver, modification, or relinquishment thereof.

18.11. Headings. The Section headings in this Lease are used only for convenience in finding the subject matters, are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease.

18.12. Modifications. This Lease may be modified, amended, discharged, or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge, or waiver is sought. Each of Tenant and Landlord agrees that it will not modify or amend this Lease without the written consent of Landlord's lender within any period during which there is a lender hereunder. In the event of any inconsistent instruction from Landlord and Landlord's lender, Tenant shall comply with instruction of such lender.

18.13. Successors and Assigns. The covenants of this Lease shall run with the Land and bind Tenant, the heirs, distributes, personal representatives, successors and permitted assigns of Tenant and all present and subsequent encumbrances and subtenants of this Lease or the Leased Premises, and shall inure to the benefit of and bind Landlord, its successors and assigns. In the event Tenant is comprised of more than one individual or entity, the obligation of each shall be joint and several. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Leased Premises or holder of any mortgage in possession at the time in question of the Leased Premises and in the event of any transfer or transfers of the title of the Leased Premises, the

Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

18.14. Counterparts. This Lease may be executed in several counterparts, which together shall be deemed the same instrument.

18.15. Governing Law. This Lease shall be governed by and construed according to the laws of the State of Tennessee.

18.16. Financial Statements. Tenant shall submit to Landlord, in electronic form, annual financial statements for Tenant, audited by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the Term and quarterly unaudited financial statements for Tenant within forty five (45) days after the end of the first three fiscal quarters of each fiscal year.

18.17. Notice. Any formal notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by nationally recognized overnight carrier or United States certified or registered mail, postage prepaid and shall be addressed (a) if to Landlord, at the place specified for payment of rent, which is set forth below, and (b) if to Tenant, either at the Leased Premises or at any other current address for Tenant which is known to Landlord, including the address set forth below. Either party may designate such other address as shall be given by written notice.

Landlord: JDG_001, LLC
Series E
Attn: Anderson Jarman
2404 Crestmoor Road,
Nashville, TN 37215
Phone: 615.574.3524

Tenant: Harpeth Financial Services, LLC
d/b/a Advance Financial
Attn: Patrick Conroy
100 Oceanside Drive
Nashville, Tennessee 37204

18.18. Tenant's Representations and Warranties. Tenant represents and warrants to Landlord as follows:

(a) Tenant is duly organized and validly existing under the laws of the state of Tennessee and has full power and authority to enter into this Lease. This Lease has been validly executed and delivered by Tenant and constitutes the legal, valid and binding obligations of Tenant, enforceable against Tenant in accordance with its terms.

(b) Tenant is not a party to any agreement or litigation which could adversely affect the ability of Tenant to perform its obligations under this Lease or which would constitute a default on the part of Tenant under this Lease, or otherwise materially adversely affect Landlord's rights or entitlements under this Lease.

18.19. Additional Landlord Representations and Warranties. Landlord represents and warrants to Tenant as follows:

(a) Landlord is duly organized and validly existing under the laws of the State of Tennessee and has full power and authority to enter into this Lease. This Lease has been validly executed and delivered by Landlord and constitutes the legal, valid and binding obligations of Landlord, enforceable against Landlord in accordance with its terms.

(b) Landlord is not a party to any agreement or litigation which could adversely affect the ability of Landlord to perform its obligations under this Lease or which would constitute a default on the part of Landlord under this Lease, or otherwise materially adversely affect Tenant's rights or entitlements under this Lease.

18.20. Lease Memorandum. Neither party may record this Lease; provided, however, either party may, at its cost and expense, prepare and record a memorandum of lease in form and substance reasonable acceptable to the parties to be signed by both parties hereto.

18.21. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party, provided that such party gives notice of such delay to the other party within ten (10) business days of the commencement thereof.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first set forth above.

LANDLORD: JDG_001, LLC
Series E

By: Jarman Capital, LLC
Its: Chief Manager

By: ______________
Name: Anderson L. Jarman
Its: President

TENANT: Harpeth Financial Services, LLC
d/b/a Advance Financial, a Tennessee limited liability company

By: Scott J Bz
Name: Scott J. Borczuk
Its: CAO + GC

FIRST AMENDMENT
TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made and entered into effective as of 1st day of November, by and between Series E, a separate series of JDG_001, LLC, a Tennessee series limited liability company (the "Landlord") and Harpeth Financial Services, LLC d/b/a Advance Financial, a Tennessee limited liability company ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement effective March 17, 2017, (the "Lease"; capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement), pursuant to which Tenant leases from Landlord the real property and improvements located at 4427 and 4417 Rhea County Highway, Dayton, Tennessee 37321 (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Annual Rent. The Lease Summary and Section 3.1 (Annual Rent) is hereby amended in all respects necessary to reflect that commencing on the first day of the month following the execution of this Amendment, the Annual Rent shall be $86,100.48, payable in equal monthly payments of $7,175.00, increasing annually by two percent (2%) on the anniversary of the Rent Commencement Date, as shown on the attached Exhibit C.

2. Exhibit C. Exhibit C of the Lease is hereby deleted in its entirety and replaced with the attached Exhibit C.

3. Continuing Effect. Except as expressly modified by this Amendment, the Lease is hereby ratified and shall continue in full force and effect.

4. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

5. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. The signature of, or on behalf of, each party, need not appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Any counterpart of this Amendment may be signed by facsimile or pdf, and a copy of a signed counterpart of this Amendment transmitted by facsimile or pdf shall be deemed effective as an originally executed counterpart hereof.

6. Conflicts. In the event that any conflict is determined to exist between a term or provision of the Lease and a term or provision set forth in this Amendment, this Amendment shall control.

(Signature page to follow; the rest of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

LANDLORD: JDG_001, LLC
Series E

By: Jarman Capital, LLC
Its: Chief Manager

By: ______________________
Name: Anderson L. Jarman
Its: President

TENANT: Harpeth Financial Services, LLC
d/b/a Advance Financial, a Tennessee limited liability company

By: ______________________
Name: [illegible]
Its: [illegible]

Exhibit “C”
Base Rent
Dayton

	Annual	Monthly
Year 1	$86,100	$7,175
Year 2	$87,822	$7,319
Year 3	$89,579	$7,465
Year 4	$91,370	$7,614
Year 5	$93,198	$7,766
Year 6	$95,062	$7,922
Year 7	$96,963	$8,080
Year 8	$98,902	$8,242
Year 9	$100,880	$8,407
Year 10	$102,898	$8,575
Year 11	$104,956	$8,746

SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into effective as of 9th day of October 2019 (the "**Effective Date**"), by and between Series E, a separate series of JDG_001, LLC, a Tennessee series limited liability company (the "**Landlord**") and Harpeth Financial Services, LLC d/b/a Advance Financial, a Tennessee limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement effective March 17, 2017, as amended by that certain First Amendment to Lease Agreement, dated as of November 1, 2018 (the "**First Amendment**"; as amended hereby, and as may be amended, restated, supplemented or otherwise modified from time to time, the "**Lease**"), pursuant to which Tenant leases from Landlord the real property and improvements located at 4427 and 4417 Rhea County Highway, Dayton, Tennessee 37321 (the "**Premises**"); and

WHEREAS, Landlord and Tenant desire to amend the Lease in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1) Rent Commencement Date. The definition of "Rent Commencement Date" set forth in the Lease Summary of the Lease is hereby amended and restated as follows:

> "Rent Commencement Date": August 1, 2018.

2) Initial Term. The definition of "Initial Term" set forth in the Lease Summary of the Lease is hereby amended and restated as follows:

> "Initial Term": Eleven (11) years commencing on the Rent Commencement Date, subject to renewal for two (2) additional consecutive five (5) year terms as set forth in Section 2.3 of the Lease.

3) Annual Rent.

a) The definition of "Annual Rent" set forth in the Lease Summary of the Lease is hereby amended and restated as follows:

> "Annual Rent": $86,100.48 annually, payable in equal monthly payments of $7,175.04, with an annual increase of two percent (2%) which shall take effect on the anniversary of the Rent Commencement Date, and as more fully set forth on Exhibit C.

b) Section 3.1 of the Lease is hereby amended and restated as follows:

> 3.1 Annual Rent: Tenant hereby agrees to pay to Landlord at such place as Landlord may from time to time designate in writing, "Base Rent" in the amount of $86,100.48 annually, payable in equal payments of $7,175.04 per month with an annual increase of two percent (2%), which shall take effect on the anniversary of the Rent Commencement Date, and as more fully set forth on Exhibit C. Rent shall commence as of the Rent Commencement Date and shall thereafter be paid monthly in advance on the first (1st) day of each month.

c) Landlord and Tenant agree that the foregoing adjustments to the Rent Commencement Date, the Initial Term and Annual Rent shall not result any reconciliation of Annual Rent attributable to any period prior to the Effective Date. The Exhibit C referenced in Section 3(a) hereof means the Exhibit C attached to the First Amendment.

4) Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease. Except as expressly set forth herein, all of the terms and conditions of the Lease are hereby ratified and confirmed and continue unchanged and in full force and effect. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Lease which shall remain in full force and effect, except as modified hereby. This Amendment shall be binding upon the parties hereto and their respective successors and assigns. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. The signature of, or on behalf of, each party, need not appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Signatures of the parties to this Agreement transmitted by facsimile or via other electronic format shall be deemed to be their original signatures for all purposes. In the event that any conflict is determined to exist between a term or provision of the Lease and a term or provision set forth in this Amendment, this Amendment shall control. As of the date of this Amendment, Tenant agrees that Landlord is not in default under any of the terms, conditions or covenants of the Lease to be performed or complied with by Landlord, and no event has occurred and no circumstance exists, which with the passage of time or the giving of notice by Tenant, or both, would constitute such a default. Tenant agrees that it has no existing defenses, offsets or credits against the payment of the rent and other sums due or to become due under the Lease or against the performance of any other of Tenant's rental obligation under the Lease.

(*Signature page to follow; the rest of this page intentionally left blank*)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

LANDLORD:

JDG_001, LLC
Series E

By: Jarman Capital, LLC
Its: Chief Manager

By: ____________________
Name: Anderson L. Jarman
Its: President

TENANT:

Harpeth Financial Services, LLC
d/b/a Advance Financial, a Tennessee limited liability company

By: ____________________

Name: Brent Guy

Its: CFO

THIRD AMENDMENT TO LEASE AGREEMENT

This **THIRD AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into effective as of the 1st day of February, 2020 (the "**Effective Date**"), by and between Series E, a separate series of JDG_001, LLC, a Tennessee series limited liability company (the "**Landlord**") and Harpeth Financial Services, LLC d/b/a Advance Financial, a Delaware limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement effective March 17, 2017, as amended by that certain First Amendment to Lease Agreement, dated as of November 1, 2018, as amended by that certain Second Amendment to Lease Agreement, dated as of October 9, 2019, as amended hereby, and as may be further amended, restated, supplemented or otherwise modified from time to time (the "**Lease**"), pursuant to which Tenant leases from Landlord the real property and improvements located at 4427 and 4417 Rhea County Highway, Dayton, Tennessee 37321 (the "**Premises**");

WHEREAS, the Landlord and Tenant acknowledge that on or about January 5, 2018 Tenant was converted from a Tennessee limited liability company into a Delaware limited liability company and all references to Tenant under the Lease shall be to Harpeth Financial Services, LLC d/b/a Advance Financial, a Delaware limited liability company as set forth in the introductory paragraph of this Amendment; and

WHEREAS, Landlord and Tenant desire to amend the Lease in certain respects.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1) Amendments to the Lease.

a) Amendment to Section 2.3 (*Renewal Options*). The phrase "not less than sixty (60) days prior to the expiration of the then-current Term ("Option Exercise Deadline")" is hereby amended to "not less than one hundred eighty (180) days prior to the expiration of the then-current Term ("Option Exercise Deadline")."

b) Amendment to Section 10.1(a) (*Type of Insurance*). Section 10.1(a) of the Lease is hereby amended and restated in its entirety as follows:

(a) Hazard insurance on an "all-risk type" or equivalent policy form for the Building and the Leased Premises, which shall include fire, theft, extended coverages, vandalism, and malicious mischief. Coverage shall be equal to 100% of the replacement cost value of the Building, Tenant's contents, fixtures, furnishings, equipment, and all improvements or additions made by Tenant to the Leased Premises. The deductible under such insurance coverage shall not exceed $10,000.00. Such policy shall name Landlord as Certificate Holder and Loss Payee and shall provide that coverage is primary and not contributory with other insurance. The policy shall provide that such policy not be cancelled or materially changed without first giving Landlord thirty (30) days written notice.

2) Miscellaneous. The recitals set forth herein are true and correct and are incorporated into this Amendment by this reference. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease. Except as expressly set forth herein, all of the terms and conditions of the Lease are

hereby ratified and confirmed and continue unchanged and in full force and effect. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Lease which shall remain in full force and effect, except as modified hereby. This Amendment shall be binding upon the parties hereto and their respective successors and assigns. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. The signature of, or on behalf of, each party, need not appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Signatures of the parties to this Agreement transmitted by facsimile or via other electronic format shall be deemed to be their original signatures for all purposes. In the event that any conflict is determined to exist between a term or provision of the Lease and a term or provision set forth in this Amendment, this Amendment shall control. As of the date of this Amendment, Tenant agrees that Landlord is not in default under any of the terms, conditions or covenants of the Lease to be performed or complied with by Landlord, and no event has occurred and no circumstance exists, which with the passage of time or the giving of notice by Tenant, or both, would constitute such a default. Tenant agrees that it has no existing defenses, offsets or credits against the payment of the rent and other sums due or to become due under the Lease or against the performance of any other of Tenant's rental obligation under the Lease.

(Signature page follows; remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first set forth above.

LANDLORD:

JDG_001, LLC, Series E, a Tennessee Series limited liability company

By: Jarman Capital, LLC
Its: Chief Manager

By: ____________________
Name: Anderson L. Jarman
Its: President

TENANT:

Harpeth Financial Services, LLC d/b/a Advance Financial, a Delaware limited liability company

By: ____________________
Name: Scott J. Bojczuk
Its: CAO + GC.