

LEASE AGREEMENT

5611 Merchants Center Boulevard

12/11/2018

THIS LEASE AGREEMENT made and entered into this day of December 2018, by and between **CORONA DEVELOPMENT, LLC**, a Tennessee limited liability company and/or its assigns (referred to as "Landlord"), and **MOBILE INSTRUMENT SERVICE AND REPAIR, INC.**, An Ohio corporation (referred to as "Tenant");

WITNESSETH:

1. **Premises:** Landlord hereby leases Premises to Tenant, and Tenant leases and accepts certain Premises located on a Property owned by the Landlord with a street address of 5611 Merchants Center Boulevard, Knoxville, Tennessee, the Demised Premises (the "Demised Premises" or "Premises") herein being approximately:

Four thousand three hundred twelve (4,312) square feet one story building on an approximately 0.89 acre parcel of land further identified as Parcel 068KC00215, and as shown on the site plan attached as Exhibit A.

Landlord will perform the remodeling and deliver the Premises in the condition as described on Exhibit B attached hereto. The term "Property" for the purposes of this Lease, shall mean the entire development, driveways, parking facilities, utilities facilities, and the like as shown on the site plan attached hereto as Exhibit A and incorporated herein by reference, and the Premises are a portion of the Property. All portions of the Property excluding the Premises (the "Building Facilities") shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of the Building Facilities. The Tenant shall have the right, subject to the terms of this Lease Agreement to the use of the Building Facilities. In the event of an emergency, Landlord shall have the right at any and all times to make repairs, changes or additions to the Building Facilities. Landlord shall use reasonable efforts to provide Tenant with as much advance notice as possible in the event of an emergency. In non-emergency situations, upon a minimum of thirty (30) days' advance written notice to Tenant, Landlord shall have the right to change the size, area or arrangement of the parking areas or the lighting thereof, and to enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines, provided that said change will not materially and adversely interfere with Tenant's business within and access to the Premises. In the event said change or additions disrupt Tenant's normal operations for more than 48 consecutive hours, then Tenant's rent shall abate on every day Tenant is unable to operate in the Premises. Non-operative vehicles are not permitted at the Property. Tenant shall not use any portion of the Building Facilities for permanent or temporary storage of inoperative vehicles, without the prior written consent of Landlord.

2. **Term:** The original term of this Lease shall be for a period of approximately sixty-three (63) months and fifteen (15) days (the "Base Term") from the Delivery Date of February 15, 2019 through and including April 30, 2024 hereinafter provided unless sooner terminated hereby. The Base Term, and Tenant's obligation to pay Minimum Rent shall commence on May 16, 2019 "Rent Commencement Date"). The Delivery Date shall be the date on which the Landlord delivers the Premises to Tenant in substantial conformity with Exhibit B. The Tenant shall pre-pay the last month's Rent, defined infra, upon execution of this Lease (calculated on the basis of a thirty (30) day month) and applied to the last month of the Base Term. Beginning on the Rent Commencement Date and every month thereafter the Rent, defined infra, shall be paid in equal monthly installments in advance on the first (1st) day of each month during the Term of this Lease. Tenant shall pay any Rent payment for a fractional month on the first (1st) day of the month succeeding such fractional month. The term "Lease Year" means the twelve (12) month period

beginning on the Rent Commencement Date, and each twelve (12) month period thereafter. Minimum Rent and Additional Rent are collectively referred to herein as "Rent".

In the event that Tenant is given access to the Premises prior to the Commencement Date for the purpose of installing fixtures or for any other purpose permitted by Landlord, such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent which shall commence on the Commencement Date. Notwithstanding the preceding sentence, it is specifically agreed and understood that Tenant shall pay all charges for water, electricity and all other utilities serving the Premises from the Delivery Date.

3. **Minimum Rent:** Tenant shall pay to the Landlord on the first (1st) day of each calendar month as Minimum Rent the amounts specified in the Rent Addendum attached hereto and made a part hereof, without notice, set-off or demand. Any Rent payment not received by the Landlord shall be assessed an interest charge and an administrative fee to process said delinquency as defined in Paragraph 25 hereto.
4. **Real Estate Taxes, Insurance Premiums and Building Facilities Expenses:** Tenant shall remit to Landlord as Additional Rent, the real estate taxes, insurance premiums, and expenses incurred by the Landlord in connection with the operation of the Building and/or the Property. Real Estate Taxes shall not include late payment penalties, fees or interest, nor the following taxes: income, excess profits, estate, single business, inheritance, succession, transfer, capital or other tax assessments upon Landlord or the Rent payable under this Lease.

The term "Real Estate Taxes" shall mean all taxes and assessments (special or otherwise) levied, accrued or assessed during Tenant's occupancy against the Property (land, buildings and improvements as the same may be enlarged or reduced from time to time), assessment and taxes assessed against Tenant based on gross rentals, and other taxes arising out of the use and/or occupancy of the Premises imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Property (including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or seeking to prevent an increase in any such tax(es) or assessment(s)), but shall exclude capital stock or inheritance/estate taxes personal in nature to Landlord. Upon written request by Tenant, Landlord shall utilize its best effort to protest and seek reductions in taxes the cost of which will be paid by the Tenant.

In addition to the foregoing real estate taxes, Tenant shall pay any and all sales, excise, gross receipts and other taxes the Tenant owes to a body of governing jurisdiction (not including, however, Landlord's income taxes) levied, imposed, accrued or assessed during Tenant's occupancy by the state in which the Property is situated or any political subdivision thereof or other taxing authority (be it federal, state, local or otherwise) upon any amounts payable hereunder.

The term "Insurance Premiums" shall mean the premiums charged for fire and extended coverage insurance on the improvements constructed and/or installed by the Landlord in the Property and for rent insurance thereon, together with premiums charged for liability insurance on the Property, and any other reasonable insurance costs incurred in the normal course of business. During any Option Period, the Landlord in its commercially reasonable discretion shall have the right to adjust the limits and the deductibles of said insurance policies.

The term "Building Facility Expenses" shall mean the total cost and expense incurred in operating, maintaining, cleaning and repairing the Property including, without limitation, landscaping and gardening, maintenance, repair of the parking lot, line painting, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage, the cost of personnel to implement such services and to direct parking and to police the Property, communication systems for the Property and the actual sum (not to exceed five percent of Rent collected) to cover the management costs relative to the operation of the Property. Tenant shall be solely responsible for expenses directly related to its use of the Premises. Notwithstanding anything to the contrary contained in this Lease, Building Facility Expenses shall not include the following: (a) real estate brokerage commissions; (b) legal fees incurred in the negotiation of leases; (c) interest or principal payments on any mortgage or deed of trust or any ground lease

payments; (d) Landlord's home office general overhead; (e) any deduction for depreciation, amortization or similar non-cash accounting charges taken on Landlord's income tax returns; (f) replacement or repairs covered by contractor's warranties, or by insurance proceeds; (g) Intentionally Omitted; (h) the cost of acquiring property to be added to the Premises and the cost of any construction appertaining to any property so added; (i) the cost of Landlord's federal, state or local income taxes; (j) costs of alterations or renovations to space leased by any tenants in the Landlord Parcel or in preparation therefor, as well as lease concessions for prospective or existing tenants (e.g., assumption of existing lease obligations, rent abatement, tenant improvement work, or architectural and other design, construction and moving allowances); (k) any cost or expense to the extent Landlord is paid or reimbursed or is entitled to payment or reimbursement from any insurance company; (l) salaries, bonuses and fringe benefits of employees above the grade of property manager; (m) any costs incurred due to the intentional or negligent acts or omissions of Landlord, its agents, or their respective employees; (n) costs associated with the operation of the business entity which constitutes Landlord (as same are distinguished from the costs of operating the Landlord Parcel); or (o) fines or penalties incurred by Landlord on account of Landlord's failure to comply with any law, rule, regulation or ordinance at any time applicable to the Landlord Parcel. With respect to any personnel costs included by Landlord in Building Facility Charges, including, but not limited to, workers' compensation insurance and fidelity bonds, if such personnel do not work exclusively at or for the Development, only that portion of such costs equivalent to the percentage of time spent by such personnel at or for the Landlord Parcel shall be included in Building Facility Charges. Landlord warrants and represents that none of the expenses included in determining Tenant's Proportionate Share of Common Area Charges shall be included in any other charge payable under this Lease.

5. **Estimation of Taxes, Insurance and Building Facilities Expenses:** Landlord may, at its option, estimate for each succeeding calendar year the expenses enumerated in Section 4 hereof (the "Tenant's Estimated Share"). Tenant's Estimated Share shall be 100% of the expenses enumerated in Section 4. Landlord may require the Tenant to pay, with each monthly installment of Minimum Rent for such succeeding calendar year, one-twelfth (1/12) of the Tenant's Estimated Share. Not more than 1 time per calendar year, Landlord may, at any time revise the amount due as Tenant's Estimated Share to cover any increase not previously factored into the annual estimate of Tenant's Estimated Share. Within one hundred and twenty (120) days following the end of each calendar year, Landlord shall furnish Tenant reasonably itemized statement ("Statement") covering the calendar year just expired, showing the total of the **Taxes, Insurance and Building Facilities Expenses** and Tenant's Share for such calendar year and the payments made by Tenant with respect to such calendar year. Upon Tenant's receipt of a revision notice including receipt of Landlord's expenses which justify such revision, to Tenant's Estimated Share, Tenant shall pay Landlord, as Additional Rent, the revised amount. Landlord's failure to provide an itemized statement within such one hundred and twenty (120) day period shall excuse Tenant from its obligation to pay its pro rata share increase of the expenses enumerated in Section 4 hereof & constitute a waiver of Landlord's right to bill and collect such pro rata share from Tenant in accordance with this Section. Should the Tenant's Actual Share differ from the Tenant's Estimated Share, then, within thirty (30) days after the date of Landlord's itemized statement, either Landlord shall refund to Tenant any amount paid in excess of the Tenant's Actual Share, or Tenant shall remit to Landlord any amount by which the Tenant's Estimated Share was deficient. Said pass through and reimbursable expenses for property taxes, insurance and general maintenance, the monthly estimated amount is \$900.00 per month (hereinafter defined as "Tenant's Estimated Share," "Additional Rent" or "Net Charges"). Landlord will provide an annual reconciliation to Tenant but agrees to a 3.00% cap on such expenses. In the event that during the Lease Term any governmental entity makes any improvement and assesses any portion of the Premises therefore, Tenant shall be liable only for so much of its pro-rata share as the remainder of the Lease Term relates to the useful life of such improvement. In addition, if the special assessments may be paid in installments, Tenant shall have the option of paying its pro-rata share of the assessments in like installments. Tenant shall not be required to pay special assessments or costs related to the development or redevelopment of the Shopping Center, future buildings or surrounding areas. These costs include, but are not limited to, all costs for on-site or off-site improvements, park or park dedication fees, initial landscaping costs, utility connection charges, trunk utility fees, fire or police department charges, civil defense fees and other development or governmental related fees, costs or charges. Such costs shall be the obligation of Landlord.

6. **Tenant's Use and Operation:** The Demised Premises shall be used and occupied by Tenant solely for the purpose of servicing and repairing medical devices/equipment including any related accessories and incidental items as are reasonably related to Tenant's business and for no other use without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy of the Premises.

Tenant shall keep and maintain the Premises in a neat and clean condition and shall operate its business on the Premises in a professional, first class manner. It is of material importance to Landlord that Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Property and/or the neighborhood in which the Property is located. NOTWITHSTANDING the fact the Tenant has timely made payment of Rent and all other charges hereunder, in the event Tenant fails to comply with the above requirements within thirty (30) business days after written notice from Landlord, then Landlord shall have, in addition to any and all remedies herein provided, the right to declare Tenant in default, thereby allowing Landlord the right to pursue all remedies allowed hereunder.

7. **Utilities:** Tenant shall pay promptly, as and when the same shall become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, air conditioning, ventilating, lighting systems, sprinkling systems and other utilities supplying the Premises. Tenant shall transfer all separately metered services into Tenant's name upon the request of Landlord. Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption, or defect in the supply or character of any utilities furnished to the Premises, regardless of its duration, or if the quantity or character of the utilities supplied by the local utility service provider(s) is no longer available or suitable for Tenant's requirements.

8. **Signs:** All signs placed on any exterior door, wall or window of the Premises shall comply with the Sign Addendum attached hereto. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with sign criteria provided by Landlord to Tenant and with applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant.

9. **Tenant's Duty to Repair; Alterations:** Except for the repairs to be performed by Landlord, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior portion of all doors, plate glass, store front, all plumbing and sewage facilities within the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning, and electrical systems exclusively serving the Premises (whether or not located in the Demised Premises), sprinkler systems within the Premises, walls, floors and ceilings, meters applicable to Tenant's Premises, and all installations made by Tenant under the terms of this Lease and any Exhibits thereto, as herein provided. Tenant is not responsible for such repairs and maintenance if the need for such repairs or maintenance results from: (i) Landlord's failure to perform its obligations hereunder; (ii) the act or neglect of Landlord or those claiming by, through or under Landlord; (iii) damage by fire or other casualty covered by Landlord's insurance; or (iv) movement or settling of the building in which the Premises is located. In any such events, Landlord is responsible for such repairs. Tenant shall replace all filters on the heating and air conditioning equipment on a timely basis and shall do regular maintenance as recommended by the manufacturer's specifications. Tenant shall provide Landlord with a copy of the current maintenance contract and/or copies of maintenance reports for the heating and air conditioning equipment upon written request of Landlord. Notwithstanding the foregoing, Landlord reserves the right to contract on behalf of the Tenant for on-going maintenance and repair of heating and air conditioning equipment at a fair-market rate, and any charges incurred by Landlord for such maintenance and repair shall be paid by Tenant as Additional Rent. Tenant shall not make any alteration of, or addition or improvement to, the Premises without securing the Landlord's prior written consent. Tenant shall use the roofing contractor designated and/or approved by Landlord to make any and all

roof penetrations. Tenant shall be responsible for any and all work required to reinstate Landlord's roof warranty and/or repair any and all leaks or other damage associated Tenant's roof penetrations. Tenant shall save Landlord harmless on account of claims for mechanics', materialmen's, or other liens in connection with any work by Tenant, and any such liens shall exist only against Tenant's leasehold interest.

If (i) Tenant does not repair properly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Property and/or Building Facilities are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees, or visitors, then, in any of such events, Landlord may make such repairs without liability to Tenant, and upon completion thereof, Tenant shall pay Landlord's cost for making such repairs plus fifteen percent (15.00%) for overhead, upon presentation of a bill therefore, as Additional Rent.

Tenant will discharge any lien or claim for payment filed against the Property or any part thereof for work done for Tenant or materials furnished to Tenant, within thirty (30) business days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord, Landlord may at its option bond or discharge such lien or claim, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien or claim thus discharged by Landlord, which amount will be deemed to be Additional Rent. Further, if Tenant fails to keep this covenant, Landlord may, at its option, terminate the Lease on thirty (30) days written notice to Tenant. Prior to the commencement of Tenant's work, Tenant will, if requested by Landlord, furnish Landlord with a copy of the performance and payment bond provided by Tenant's contractor, in form and substance satisfactory to Landlord, naming Landlord, Landlord's lessor (if any), Landlord's management company, and any holder of the mortgage or deed of trust secured by the Property, as required thereunder, and indemnifying said parties from any liens or claims for payment arising from Tenant's work, including attorney's fees and costs. The bond will be issued by a surety reasonably satisfactory to Landlord and will be in an amount at least equal to the value of Tenant's work as reasonably determined by Landlord.

10. **Surrender of Premises and Holding Over:** At the termination of the Term, the Tenant does agree to deliver the Premises in the same condition as received by it on the Delivery Date (subject to the removals hereinafter required), reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combination locks, safes and vaults, if any, in the Premises. Tenant, during the last thirty (30) days of such term, shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other installations, alterations or improvements, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused by removal of such items. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term. Any items remaining in the Premises on the termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord.

In addition to the foregoing, within fifteen (15) days after the expiration or sooner termination of the Term of this Lease, Tenant may remove all of its interior and exterior signage, and all installations appurtenant thereto, including electrical hook-ups, and the Premises and Property shall be restored to its condition before the installation of such signage. Tenant may also have its sign application (e.g., vinyl lettering) removed from any pylon or monument signs serving the Premises or the Property (if any).

If Tenant shall default in surrendering the Premises, Tenant's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, except that Minimum Rent shall be one hundred twenty five percent (125%) the amount payable in the last year of the Base Term, or any renewal term thereof, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

- 11. Landlord's Duty to Repair:** At Landlord's cost, Landlord shall keep and maintain in good repair the foundation, exterior walls (except for cleaning, non-structural repairs and painting, all of which shall be included in Building Facility Expenses) and roof (except as noted in Section 9 hereof) of the Property in which the Premises are located and the structural portions of the Premises which were installed by Landlord, and also the plumbing, electrical, sprinkler and other utility lines and systems servicing the Premises, all in a first class condition in accordance with other similar retail space located in the metropolitan area where the Premises is located and in compliance with all governmental regulations, exclusive of doors, door frames, door checks, windows, and window frames located in exterior Property walls. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Premises and appurtenance. Any of the foregoing repairs required to be made by reason of the negligence of Tenant, its agents, etc., as above described, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this Section. If the Premises become or are out of repair and not in good condition due to either the failure of Landlord to comply with the terms of this Section, then Landlord must perform or cause to be performed any and all repairs or replacements necessary to restore the Premises to a state of good condition and repair. If any repairs or replacements required of Landlord hereunder are not completed within 30 days after Landlord has received written notice from Tenant of such state of disrepair or if such repairs cannot reasonably be completed within such 30 day period and Landlord fails to begin such repairs or replacements within 30 days after notice and proceed diligently thereafter to completion, then Tenant may prosecute such repairs itself and apply the cost of such repairs against the next maturing monthly installment(s) of Rent due hereunder, provided that Tenant provides receipts from paid vendors, and pictures of the completed work. Notwithstanding the foregoing, in the case of an emergency Tenant may immediately prosecute any and all necessary repairs and offset the cost of such repairs against the next maturing monthly installment(s) of Rent due hereunder, but Tenant must notify Landlord of the emergency and related repairs as soon thereafter as is reasonably practicable.
- 12. Liability of Tenant; Insurance:** Tenant shall protect, indemnify and save Landlord harmless from and against liability and expense, including reasonable attorney's fees, arising from injuries or damages to persons or property in, on or about the Premises arising out of or resulting in any way from any act or omission of Tenant, its agents, invitees, servants and employees, in the use of the Premises during the term of this Lease. Tenant shall have no obligation to indemnify and hold Landlord harmless from any claims, damages, costs, expenses or losses that are a result of gross negligence or intentional misconduct or willful omission of Landlord or any of its employees or agents. In addition, Tenant's obligations to indemnify and hold Landlord harmless from causes other than Tenant's negligent or intentional misconduct shall be limited to the extent of insurance proceeds required to be maintained under the terms of the Lease. The indemnification provisions under this Section are subject to the release and waiver of liability and subrogation provisions set forth in the Lease. Tenant's obligation under this Section of this Lease to indemnify, defend, and hold harmless shall include any loss, cost, claim, or liability incurred by Landlord as a result of Tenant's breach or purported breach of Tenant's obligations under Title I and Title III of ADA, FHA, if applicable, or other similar statute. Landlord and Tenant hereby agree to indemnify and hold harmless the other from and against any and all claims, demands, liabilities, and expenses, including attorney's fees, arising from the others obligations or active use of the Premises or Common Areas or from any act negligently permitted, or any negligent omission to act, in or about the Premises or Common Areas by Landlord, or Tenant, or their agents, employees, contractors, or invitees, or from any breach or default by the other of this Lease, except to the extent caused by the others gross negligence or willful misconduct. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord must defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

13.

Tenant shall keep in force throughout the Term: (a) a Commercial General Liability Insurance policy or policies covering the Premises and the use and occupancy of the same with a limit of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury, property damage liability, personal injury, and \$1,000,000.00 products/completed operations aggregate; (b) All Risk or Special Form coverage protecting Tenant against loss of or damage to all personal property, decorations, trade fixtures, furnishings, equipment, improvements,

plate glass, and all contents within the Premises to the full replacement value of the property so insured; and (c) Business Interruption Insurance with limit of liability representing loss of at least approximately six months of income.

Each of the aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord, Landlord's ground lessor, if applicable, Landlord's mortgagee, and Landlord's managing agent as additional insureds; (c) be issued by an insurance company or companies licensed to do business in the State where the Premises are located and with a minimum AM Best (or such other equivalent) rating of "A:VII"; and (d) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Landlord or Landlord's managing agent; and evidence of such insurance shall be delivered to Landlord or Landlord's managing agent by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation, including liability under any applicable structural work act, and such other insurance as Landlord and Landlord's managing agent shall reasonably require; and evidence of such insurance must be delivered to Landlord or Landlord's managing agent prior to the commencement of any such Work.

Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Premises shall be increased by reason of any use of the Premises made by the Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.

Tenant agrees that if any improvements or property owned by it and located in, on or about the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness, Landlord and the other tenants in the Property shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in, on and about the Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its rights of subrogation (including deductibles) against Landlord and other such tenants.

14. **Damage or Destruction by Fire or Other Casualty:** If at any time, the Premises become totally untenable by reason of damage or loss by fire or other casualty and such fire or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the Rent shall abate until the Premises shall have been restored to tenantable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenable, Tenant shall continue to occupy same or the tenable portion thereof, and the Rent shall abate proportionately in the ratio that the unusable portion bears to the entire Premises. In the event of a loss from fire or other casualty, Landlord shall have an election not to rebuild or recondition the Premises, which election shall be exercised by written notice thereof to Tenant, given within ninety (90) days from date of said loss. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Tenant shall pay the accrued Rent up to the date of such loss, or Landlord, if the Rent has been paid beyond such date, will refund to Tenant the proportionate part of any such Rent prepaid, and thereupon this lease shall become null and void, with no further obligation on the part of either party hereto, even though the Property may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Premises, nor affect Tenant's liability for the payment of Rent, except as specifically provided in this Lease.
15. **Tenant Assignment and Subletting:** Tenant hereby acknowledges that Landlord has entered into this Lease in order to obtain the unique attraction of Tenant's operating expertise and financial integrity. Neither Tenant nor

any court or officer thereof nor any receiver or trustee in bankruptcy shall assign, sublease, license, sell, transfer or in any way mortgage, pledge or hypothecate (collectively "Assign") all or any of (i) its interest in this Lease or (ii) its interest in and to the Premises or any part thereof, without Landlord's prior written consent which shall not be unreasonably withheld or delayed. Reasonable criteria for approval includes, but is not limited to: (i) the financial strength of proposed assignee and (ii) the relevant experience of proposed assignee. In the event of an assignment made in accordance with these provisions, any options to extend the term of the Lease shall transfer to an assignee, and such assignee shall have the same right to extend the term as Tenant under the Lease. Landlord shall have no right to terminate the Lease in the event of an assignment, sublease or transfer made in accordance with these provisions.

If Landlord consents to an Assignment (or if the Lease is assigned without Landlord's consent), the terms and conditions of this Lease will in no way be waived or modified, including, without limitation, the use which Tenant or its assignee may make of the Premises as set forth in Section 6 above, and unless otherwise agreed to in writing, Tenant will remain fully liable for all obligations under the Lease, including without limitation, those obligations arising before and after the Assignment. Further, any assignee will expressly assume all of the Tenant's obligations under the Lease. Landlord's consent will not be deemed to consent to any further transfer by either Tenant or an assignee.

For the purpose of this Lease, the term Assignment also includes the following, whether accomplished directly or indirectly: (i) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership interests or membership interests, in the aggregate, or the dissolution of the partnership or limited liability company; (ii) if Tenant is a closely held corporation (i.e., a corporation the stock of which is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation, or other reorganization of Tenant; and (iii) the sale or other transfer of more than fifty percent (50%) of the voting share of Tenant or the sale, mortgage, hypothecation or pledge of more than fifty percent (50%) of Tenant's net assets.

16. **Default and Remedies:**

(i) Events of Default. At Landlord's option, Tenant will be in breach of this Lease and Landlord may declare a default upon the occurrence of any of the following events:

a. Failure by Tenant to pay in full any Rent payment or other sum payable hereunder within ten (10) days of the date such payment is due;

b. Failure by Tenant to perform any of the terms or conditions of this Lease, other than the payment of money, for a period of thirty (30) days after notice thereof to Tenant by Landlord;

c. The insolvency of Tenant or the filing by Tenant of a voluntary petition in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the application by Tenant for, or the appointment with Tenant's consent or acquiescence of, a receiver or trustee of Tenant, or for all or a substantial part of the property of Tenant in, on or about the Premises, or of Tenant's interest in the Lease; the making by Tenant of any general assignment for the benefit of creditors of Tenant; or the inability or the admission of Tenant of the inability thereof, to pay the debts of Tenant as such mature;

d. The filing of any involuntary petition against Tenant in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the involuntary appointment of a receiver or trustee of Tenant or for all or for a substantial part of the property of Tenant in, on or about the Premises, or of Tenant's interest in the Lease; or the issuance of attachment, execution or other similar process against any substantial part of the property of Tenant, and the

continuation of any of the foregoing for a period of forty-five (45) days whereby such are not dismissed, bonded, or discharged; or

e. The abandonment of the Premises as a going business by Tenant for any period exceeding fifteen (15) consecutive days, regardless of whether Tenant continues to pay all Rent.

d. The Premises are materially damaged or destroyed by Tenant, its employees, agents or contractors. Tenant or any assignee or sublessee makes any use of the Premises other than that set forth in Section 6.

g. Tenant does or causes to be done any unauthorized construction in the Property or the Premises, or Tenant deviates from the plans and specifications for Tenant's work without the prior written approval of Landlord, or there exists any defective workmanship or materials in Tenant's work, which deviations or defects are not corrected within thirty (30) days after written notice thereof.

h. There exists any material written representation or warranty contained herein or any material written representation to Landlord concerning the financial condition or credit standing of either Tenant or any guarantor obligated to Landlord under any agreements guaranteeing performance of any of the obligations of Tenant which proves to be false or misleading.

i. Tenant shall not be deemed to be in default of any terms of the Lease until Tenant's receipt of advance written notice of such default from Landlord. Such notice period shall be 10 days in the event of a monetary default and 30 days in the event of a non-monetary default. In the event of default, the Landlord warrants that it will use reasonable efforts to re-let and mitigate all damages. No amounts due by Tenant pursuant to the Lease, shall be accelerated prior to their due date, however, nothing contained herein shall be deemed to limit any other right or remedy of the Landlord in the event of default as set forth in the Lease. If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than 30 days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such 30 day period and diligently pursued efforts to complete cure), in addition to any other remedy available at law or in equity, Tenant may at its option, upon written notice, cure Landlord's default and either offset the reasonable and necessary cost thereof from Tenant's next succeeding rental payments or require Landlord to reimburse Tenant for such cost within 30 days of receipt of an invoice which shall include copies of receipts and photographic evidence of such completed work.

(ii) Remedies. Whenever any Event of Default shall have occurred, Landlord may, to the extent permitted by law, take any one or more of the following remedial steps.

a. Apply the security deposit specified in the Security Deposit Addendum (if any) to Tenant's monetary obligations hereunder.

b. Re-enter the Premises with or without terminating this Lease and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages resulting therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements.

c. Repair, alter, remodel and/or change the character of the Premises as it may deem fit.

d. At any time re-let the Premises or any part or parts thereof, as the agent of Tenant or otherwise.

e. Terminate this Lease (but such termination will not release Tenant from any of its obligations contained in this Lease, including those for the balance of the term then in effect at the time of such default).

f. Cure Tenant's default and assess against Tenant the cost of curing the default, as Additional Rent, which will be paid to Landlord within Thirty (30) days after Tenant's receipt of a bill therefore.

g. Landlord may take whatever action is available to Landlord at law or in equity, and in connection with such actions, recover any and all damages to Landlord for Tenant's violation or breach of this Lease.

No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Any other provisions of this Lease notwithstanding, any reentry and repossession of the Premises by Landlord will be deemed a termination of Tenant's right to possession of the Premises *only* and not a termination of the Lease, unless the Lease is concurrently expressly terminated by the Landlord in writing by notice to Tenant. No delay or omission by Landlord to exercise any right or power accruing upon any default of Tenant shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by Landlord at any time, from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved to it hereunder, it shall not be necessary to give any notice, other than such notice as is expressly required by this Agreement. No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent or Additional Rent herein stipulated will be deemed to be other than on account of the earliest stipulated Rent, nor will any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedies provided in this Lease.

(iii) Damages. The exercise by Landlord of any right granted in Section 15(ii) above does not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. However, at Landlord's option, all current and future Rent for up to six (6) months in advance at a time and other monetary obligations will immediately become due and payable upon such default. In the alternative, in the event of default, Landlord may recover from Tenant damages as set forth below, which damages are cumulative with and in addition to any other right or remedy allowed under any law or provisions of this Lease:

a. Upon termination of Tenant's right of possession or upon termination of the Lease, Tenant throughout the remaining term will pay Landlord, no later than the last day of each month during the term, the then-current excess, if any, of the sum of the unpaid Rents and costs to Landlord resulting from such default by Tenant, over the proceeds received by Landlord from reletting, if any. Any excess rent or sums received from renting the Premises by Landlord as a result of Tenant's default will remain the sole property of Landlord.

b. In the alternative and at Landlord's option in the event of termination of Tenant's right of possession or termination of the Lease, Landlord may recover from Tenant:

i. All unpaid Rents and other charges as of the date possession is terminated. For purposes of this Subsection, "Rents and charges" include without limitation Minimum Rent, Additional Rent, and any other amount due to Landlord by Tenant under this Lease; *and*

ii. The amount by which (a) all unpaid Rents and charges which would have accrued under the Lease for the balance of the term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the term, discounted to present value at two percent (2%) over the then-current Federal Reserve Discount Rate.. For the purpose of this Subsection the "reasonable rental value of the Premises" will be determined by Landlord taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord

is able to re-let the Premises to a suitable replacement tenant in Landlord's sole discretion; *and*

iii. The Cost of Reletting as defined in Subsection (iii)(a) above; *and* Lease.

iv. All other damages proximately caused by Tenant's failure to perform its obligations under this Lease.

17. **Mitigation of Damages:** Landlord shall use commercially reasonable efforts to mitigate the Tenant's damages hereunder; provided that Landlord will be the sole judge as to whether or not a proposed tenant is suitable and acceptable.
18. **Collection and Attorney's Fees:** In the event that either party shall be required to take any legal action for the enforcement of any of the terms of this Lease, whether such employment shall require institution of collection, suit or other legal services required to secure compliance on the part of the defaulting party, the unsuccessful party shall be responsible for and shall promptly pay to the successful party the reasonable value of said collection costs, attorney's fees and expenses, court costs, and any and all other expenses incurred by the unsuccessful party as a result of such default.
19. **Litigation:** WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, TENANT HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. ANY CLAIM, RIGHT, OR DEFENSE BY TENANT THAT ARISES OUT OF THIS LEASE WILL BE BARRED UNLESS TENANT COMMENCES AN ACTION THEREON, OR INTERPOSES A DEFENSE BY REASON THEREOF, WITHIN ONE (1) YEAR AFTER THE DATE OF THE ACCRUAL OF SAID CLAIM, RIGHT OR DEFENSE.
20. **Condemnation:** If a portion of the Demised Premises shall be taken, as herein provided, for public improvements or otherwise, under the exercise of the right of eminent domain and the Premises shall continue to be reasonably suitable for the use which is herein authorized, then Tenant shall have the right to Terminate the Lease or continue as Tenant until Premises have been substantially returned to the Tenant for its possession, and the Rent herein provided shall abate from the date of such taking until possession has been returned, and then reduce in direct proportion to the reduction in size of the Premises.

If the real estate hereby leased, or a part thereof sufficient to render the Demised Premises substantially unfit for the use herein authorized, shall be condemned or acquired by grant or otherwise, for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain, Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days prior written notice to Landlord, such notice to be given within sixty (60) days of the date of the taking, and Tenant shall be liable only for Rents and other charges accrued and earned to the date of surrender of possession of the Premises to Landlord and for the performance of other obligations maturing prior to said date.

In the event of condemnation of the Premises, Tenant shall be entitled to claim, prove and receive in such condemnation proceedings, or other proceedings in the event of a conveyance in lieu of condemnation, damages for its relocation costs, improvements, fixtures and other equipment installed by Tenant, together with any award for loss of business and leasehold interests.

21. **Landlord's Right of Entry:** Landlord reserves the right at all reasonable times during the Term of this Lease for Landlord or Landlord's agents, upon 24 hours advance notice to Tenant (except in the event of an emergency), to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation.

Landlord shall provide Tenant with one (1) key to all existing exterior locks of the Premises. Additional keys shall be provided at Tenant's cost. In the event Tenant changes the exterior locks to the Premises at any time during the Base Term and/or any Option Terms, Tenant shall provide Landlord with a working key. **Quiet Enjoyment:** Landlord agrees that, if the Rent is being paid in the manner and at the time prescribed and the covenants and obligations of the Tenant or any permitted assignee or sublessee of Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, or any renewal or extension thereof, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. Landlord shall defend and hold harmless, Tenant from any and all costs, expenses, losses and damages by any third party contesting the Tenant's right of possession under this Lease or interfering with Tenant's quiet enjoyment of the Premises. Landlord's right to enter to repair or maintain the Premises shall be exercised in a manner consistent with the Tenant's right of quiet enjoyment.

22. **Security Interest:** Landlord shall not take any interest in Tenant's assets, nor file any UCC or other financing document against Tenant's property. Landlord hereby disclaims, releases and subordinates any interest that Landlord may have in Tenant's goods, trade fixtures, furniture, equipment and other personal property and agrees to execute any reasonable disclaimer and consent requested by Tenant or its lender. Said disclaimer and consent may disclaim, release or subordinate Landlord's interest in Tenant's goods, trade fixtures, furniture, equipment and other personal property and provided Tenant is not in monetary default hereunder, may further allow Tenant's lender to occupy the Premises without charge (provided Tenant has paid Rent for the applicable period) for a short time period for the purpose of disposing of and retaining Tenant's personal property which is not glued, screwed or permanently affixed to the Premises (specifically excluding any item owned by or paid for by Landlord). Any entry by a lender shall be at the lender's sole risk and the lender shall hold Landlord harmless from any claims or damages to the Premises and in no event shall any lender be permitted to conduct an asset sale from the Premises.
23. **Subordination and Attornment:** Tenant hereby subordinates all of its right, title and interest in and under this Lease to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the real estate and/or Property of which the Demised Premises are a part. In the event of a foreclosure under any mortgage or deed of trust affecting the Premises or the Property in which the Premises are located, or in the event of the termination of Landlord's interest or the eviction of Tenant under any ground or other underlying lease, the holder of the Note secured by any mortgage or deed of trust encumbering the Premises, or the purchaser at any foreclosure sale, shall have the option to recognize this Lease, in which event this Lease shall continue in full force and effect. In the event of any sale pursuant to any power of sale granted under any mortgage or deed of trust encumbering the Premises, or conveyance of title to the Premises by deed in lieu of foreclosure, the Tenant will attorn to the purchaser of the Premises and its successors and assigns. Tenant does covenant and agree to execute and deliver to Landlord within five (5) days from date of request such Subordination Non-disturbance and Attornment Agreements (SNDAs) in reasonable form, as may be requested by Landlord.
24. **Notices:** All notices required or permitted by the terms of this Lease shall be in writing and shall be personally delivered or sent by nationally recognized overnight commercial delivery service (provided a receipt is available with respect to such delivery), or mailed by first-class registered or certified mail, return receipt requested, postage prepaid. Any such notice, request, consent or other communications shall be effective on the date when it is received, if personally delivered, or on the date when it is deposited in the United States Mail or with such overnight delivery service, in accordance with the provisions of this Section. All notices shall be addressed to the Landlord and Tenant as follows:

Tenant:	Mobile Instrument Service and Repair, Inc. 333 Water Ave, Bellefontaine, OH 43311 Attn: Curtis Champion, Vice President
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With Copy to:
Landlord: Corona Development, LLC
P.O. Box 11505
Knoxville, Tennessee 37939

With Copy to: Joshua B. Bishop, Esq.
Howard & Howard, P.C. 4820 Old
Kingston Pike Knoxville, Tennessee
37919

Any address herein specified may be changed from time to time by either party by written notice given to the other party as above provided.

25. **Successors:** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sub-lessee of Tenant.
26. **Governing Law:** The Lease shall be governed by, and construed in accordance with, the laws of the State of Tennessee.
27. **Landlord's Exculpatory Clause:** It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to any right of offset allowed by law against any amounts due hereunder or to the equity of the Landlord in the Property for the satisfaction of Tenant's remedies, it being understood and agreed that the exculpation of Landlord (and its successors and assigns) shall be absolute.
28. **Relationship of the Parties:** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.
29. **Entire and Binding Agreement:** This Lease contains all of the agreements between the parties hereto and hereby supersedes all prior discussions, negotiations and agreements, whether oral or written. Tenant acknowledges that neither Landlord nor any broker has made any representations to or agreements with Tenant which are not contained in this Lease. This Lease may not be modified in any manner other than by agreement signed by all parties hereto or their successors in interest. The Tenant hereby covenants and agrees not to disclose or discuss with any third party the provisions, covenants, and conditions of this Lease without the prior written consent of the Landlord. In the event Tenant violates this covenant, Landlord reserves the right to either (i) terminate this Lease, or (ii) revoke any Rent or other concessions granted hereunder. The parties specifically agree that this Lease has been negotiated as an arm's length transaction, that each party had the benefit of being or the opportunity to be represented by legal counsel, and that no weight of construction shall be given to one party or another as the drafter of this Lease.
30. **Documentation:** Tenant does covenant and agree without cost to Landlord to execute and deliver to Landlord and/or Landlord's mortgagee within five (5) days from date of request such supplemental documents, including estoppel certificates, SNDAs, and financial statements in reasonable form, as may be requested by Landlord. Any such documents may be relied upon by any prospective purchaser or prospective tenant of the Premises, or any lender or prospective lender of the Landlord, or any assignee or prospective assignee of any lender thereof. If Tenant fails or refuses to furnish such documents within the time provided, it will be conclusively presumed that this

Lease is in full force and effect in accordance with its terms and the Landlord is not in default.

31. **Guarantor(s):** Any guarantor(s), its successors, assigns, and legal representatives, executing this Lease hereby guarantees, unconditionally and absolutely to the Landlord, its successors and assigns, the full and faithful performance and observance of all obligations of Tenant arising hereunder, whether now existing or hereafter arising. The obligations of the guarantor(s) shall in no way be terminated, affected or impaired by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of this Lease, or the granting of any indulgence or extension of time to the Tenant, or by reason of the amendment, modification, hold over, renewal or extension by the Tenant of the Lease, to all of which the guarantor(s) hereby consents in advance. If this instrument is executed by more than one guarantor, the obligations of such guarantors shall be joint and several. Guarantor(s) does not require any notice of Tenant's nonpayment nonperformance, or nonobservance of the covenants, terms, and conditions of this Lease and hereby expressly waives the right to receive such notice. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this guaranty is a guarantee of payment and not of collection and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor(s) waives any right to require that any action be brought against Tenant or that resort be had to any security or to any other credit in favor of Tenant, subordinates any liability or indebtedness of Tenant held by Guarantor(s) to the obligations of Tenant to Landlord under this Lease, and the benefit of any statute of limitations affecting Guarantor(s)' liability.
32. **Addendum and Exhibits:** The Exhibits and Riders or Addendums, if any, affixed to this Lease are a part hereof for all purposes. In the event of any conflict, variation or discrepancy in the terms of this Lease and the terms of any Riders or Exhibits attached hereto (or in the event any Exhibits or Riders listed below are missing from Tenant's copy), the Exhibits or Riders contained in Landlord's original copy of the Lease shall control.
33. **Re-execution; Acknowledgment:** The Tenant and any guarantor, if any, agree that they will, on request of Landlord, re-execute this Lease if necessary to observe any legal formalities (e.g., acknowledgment) required under the laws of the state where the Premises are located.
34. **Late Payments:** If Tenant fails to pay, when due, any sum payable hereunder, interest will accrue from the such date payment is due at the interest rate generally announced in the Wall Street Journal, or similar publication, as the prime rate plus two percent (2%), and such interest together with a late charge Two Hundred Fifty and No/100 Dollars (\$250.00) so overdue to cover the extra expense involved in handling such delinquency (not as a penalty) shall be paid by Tenant to Landlord at the time of payment of the delinquent sum. If there is no term such as prime rate utilized in the Wall Street Journal, or similar publication, then the rate most nearly similar to such shall be utilized. Landlord reserves the right to require payment in the form of cashier's check or money order after one or more of Tenant's checks have been returned by the bank unpaid.
35. **Captions, Underlining, Line-Outs:** The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of the Lease to which they relate. The underlining of certain portions of this Lease shall not mean that such portions are to be given any greater or lesser force or effect than the non-underlined portions. Any portion of this Lease which has been lined out was the agreement of the parties to eliminate and the language of any such lined-out provisions shall be given no force and effect whatsoever.
36. **Provisions Severable:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
37. **Relocation to the Premises:** N/A

38. **Hazardous Substances:** Tenant shall not generate, store, treat, dispose of, install or otherwise permit any Hazardous Substances on, in, or under or in any way related to the Premises, or any other portion of the Property or cause or permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with this provision. This indemnity shall survive expiration or other termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the Environmental Protection Agency or any substances, materials, elements or compounds affected by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.
39. **No Offer:** No version of this Lease transmitted to any prospective tenant by Landlord shall constitute an offer to lease or a reservation of or option for the Premises and this Lease shall only become effective upon execution and delivery thereof by Landlord and Tenant.
40. **Execution:** In the event TENANT does not execute and deliver this Lease to Landlord on or before December 15, 2018, then this Lease shall terminate, and shall be null and void for all purposes.
41. **No Brokers:** Each Party hereby represents and warrants to the other that it has had no dealings with any real estate broker, finder or agent in connection with the negotiations of this Lease, except Justin Sterling of Conversion Properties, Inc., Representing Tenant, and John Dempster of Goldman Partners Realty Representing Landlord, and that it knows of no real estate broker, company, finder or agent who is or might be entitled to a commission in connection with the execution of this Lease, and covenants and agrees to indemnify, defend and hold the other and its Representatives harmless for, from and against any and all Losses and Liabilities that may arise from a breach of this warranty. Landlord, at Landlord's sole cost and expense, shall be responsible pay the commission due to Broker pursuant to the terms of a separate agreement.

The parties hereto have executed this Lease as of the day and date first above written.

LANDLORD:

CORONA DEVELOPMENT, LLC
a Tennessee limited liability company

By: _____ 12/11/2018

Its: Chief Manager

TENANT:

**MOBILE INSTRUMENT SERVICE AND
REPAIR, INC.**

By: _____

Its: Vice President

Tax ID # _____

Date: 12/11/2018

RENT ADDENDUM (FIXED ESCALATION)

The monthly Minimum Rent payable by Tenant hereunder shall be as follows:

Lease Year	Annual Minimum Rent	Monthly Installment of Annual Minimum Rent
Base Term		
05.01.19 – 04.30.20	\$40,800.00	\$3,400.00
05.01.20 – 04.30.21	\$41,616.00	\$3,468.00
05.01.21 – 04.30.22	\$42,448.32	\$3,537.36
05.01.22 – 04.30.23	\$43,297.32	\$3,608.11
05.01.23 – 04.30.24	\$44,163.24	\$3,680.27
First Option		
05.01.24 – 04.30.25	\$45,046.56	\$3,753.88
05.01.25 – 04.30.26	\$45,947.52	\$3,828.96
05.01.26 – 04.30.27	\$46,866.36	\$3,905.53
05.01.27 – 04.30.28	\$47,803.68	\$3,983.64
05.01.28 – 04.30.29	\$48,759.84	\$4,063.32
Second Option		
05.01.29 – 04.30.30	\$49,734.96	\$4,144.58
05.01.30 – 04.30.31	\$50,729.76	\$4,227.48
05.01.31 – 04.30.32	\$51,744.36	\$4,312.03
05.01.32 – 04.30.33	\$52,799.24	\$4,398.27
05.01.33 – 04.30.34	\$53,834.76	\$4,486.23

Together with the payment of Minimum Rent, pursuant to the terms of the Lease to which this Rent Addendum is attached and made a part of as if fully incorporated therein, Tenant shall pay any rental tax, gross receipts tax, or any charge imposed upon Landlord based solely on the receipt or collection of rent. All Minimum Rent shall be paid in advance on the first (1st) day of each month at the address specified for notices to Landlord, such rent to be paid without notice, set-off, or demand.

SIGN ADDENDUM

1. All signs must be submitted in shop drawing form to Landlord and Landlord's architect for approval as to type, size, color and design prior to fabrication. Any sign being installed without approval and not meeting with the criteria of the Property will be removed and brought into compliance at the expense of Tenant. Tenant further agrees to maintain such sign, keep in good condition and repair at all times and will remove the same at the end of the term if requested by Landlord to do so. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation.
2. If governmental approval is required, this is the responsibility of Tenant.
3. Signs shall be individual letters. Letters shall be either internally lit or reverse-lit as determined by Landlord.
4. No sign shall cover more than seventy-five percent (75%) of the store front width. Maximum height of letters shall be thirty-six inches (36").
5. No sign is to extend above the top of the fascia or be more than seventy-five percent (75%) of the height of the fascia.
Letters shall not be located closer than four and one-half inches (4-1/2") to gutters or bottom of fascia.
6. Specific colors permitted will be as determined by Landlord.
7. Specific letter style will be as determined by Landlord.
8. No box signs, uncovered neon signs, etc. will be permitted. Landlord specifically prohibits placing any signs in the windows for the Premises, except such signage as shall indicate hours of operation. Tenant shall also not place any signage in the Common Areas of the Property.

OPTION TERM ADDENDUM

If Tenant has complied with all of the terms and provisions of this Lease, is not in default in any respect hereunder, and has not been in default at any time during the Base Term or any Option Term beyond the applicable cure period, the Tenant shall have an option to lease the Premises after the termination of the Base Term for two (2) additional consecutive periods of five (5) years each (the "Option Term(s)") upon the same terms and conditions set forth herein except as may be otherwise provided hereunder as applicable to the Option Terms. Tenant shall exercise each Option Term by giving notice to Landlord in writing by certified mail, return receipt requested, not less than ninety (90) days before the expiration of the Base Term and thereafter, not less than ninety (90) days prior to the expiration of the first Option Term.

Exhibit A – Site Plan

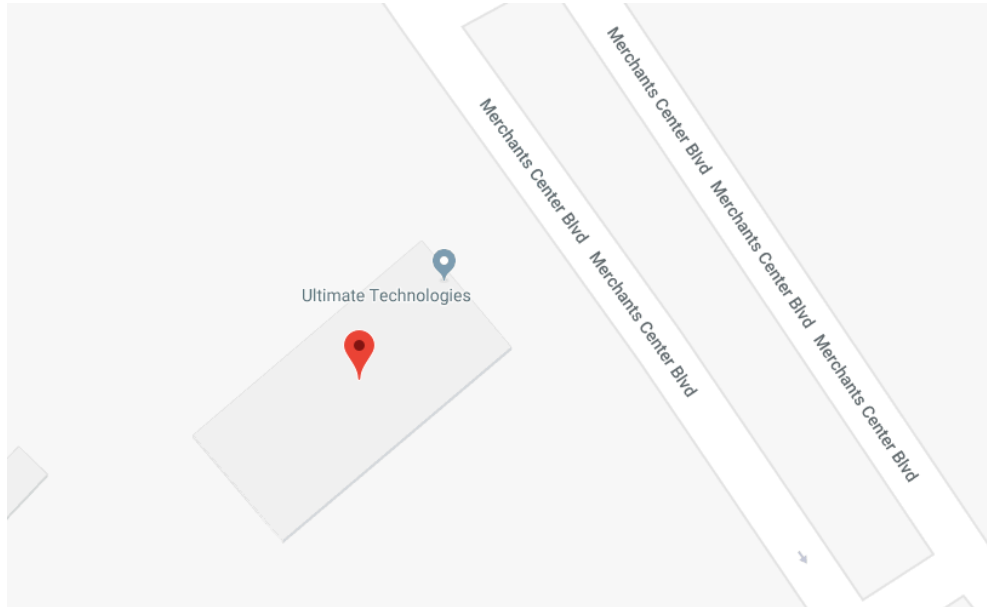


EXHIBIT B

Landlord's Work

TENANT SHALL NOT DO ANY IMPROVEMENTS IN OR ABOUT THE PREMISES WITHOUT LANDLORD'S REVIEW AND APPROVAL OF TENANT'S PLANS. TENANT AND/OR TENANT'S CONTRACTOR SHALL NOT COMMENCE IMPROVEMENTS UNTIL IT PROVIDES LANDLORD WITH A COPY OF ITS PROPERTY PERMIT (IF REQUIRED) AND A CERTIFICATE OF INSURANCE MEETING LANDLORD'S REQUIREMENTS. TENANT SHALL USE LANDLORD'S ROOFING CONTRACTOR, OR OTHER CONTRACTOR APPROVED BY LANDLORD, FOR ALL ROOF PENETRATIONS.

Landlord's Work & Delivery Conditions

At Landlord's sole expense, Landlord shall perform the following in accordance with Tenant's plans and in compliance with all governmental permits, laws, rules, regulations and codes affecting the Premises.

1. Premises - Foundation and Superstructure Landlord will deliver to Tenant a measured floor plan. The foundations and superstructure in compliance with all governmental permits, laws, rules, regulations and codes.
2. Roof Roof sufficient to meet all applicable codes & maintained by Landlord at Landlord's expense.
3. Exterior Walls Landlord will provide the exterior walls of the Building including Tenant's storefront(s) in compliance with all governmental permits, laws, rules, regulations and codes.
4. Exterior & Interior Lights Landlord will ensure exterior parking lot (if any) is fully functional. Landlord shall remove light fixtures underneath the eaves of the building. Landlord shall replace or repair all interior non-working light fixtures and bulbs with new bulbs & or light fixtures.
5. Signage Landlord will provide power via dedicated circuit to exterior sign location(s)
6. Exit Doors Landlord will provide, as required by code, exit door(s) including associated commercial grade hardware to meet all applicable codes. Landlord to provide sufficient Means of Egress for use and floor area as specified by municipal codes and fire regulations, including compliant exit doors, hardware and fire rated corridors.
7. Interior Doors Landlord will provide & install new doors where there are currently missing doors from the door frames.
8. Interior Walls All non-white or non- neutral colored walls to be primed and paint ready.

9. Flooring Remove all carpet, & replace with commercial grade vinyl floor covering to be mutually agreed upon
10. ADA Restroom(s) Landlord will provide handicap accessible and code compliant restrooms with walls, doors, door frames and hardware. Restrooms will have standard lighting, ventilation and minimum standard toilet fixtures and accessories. All construction to be in compliance with all applicable governmental
11. Fire Alarms Landlord will provide fire alarms to meet local codes (if required by code).
12. Sprinkler System Landlord will provide, if required by local code, an ordinary 2 medium hazard sprinkler grid with upright sprinkler heads.
13. HVAC Landlord will provide and install a new HVAC system to all governmental permits laws, rules, regulations and municipal code for the exclusive use of Tenant with a minimum capacity of one ton per 400 square feet, or at a greater capacity if deemed necessary by a licensed Mechanical Engineer retained by Landlord. Landlord will complete all wiring, piping, ducting, distribution and thermostat installation at its own expense. Thermostat to be located at a mutually agreed to location. Landlord will deliver the HVAC system fully tested and balanced with all required permits and in good working order. Tenant to enjoy benefit of any warranties.
14. Cleaning Landlord will turn-over the premises cleared of all trash and construction debris, thoroughly cleaned and ready to accept Tenant's finish work.
15. Hazardous Materials Landlord will deliver the premises asbestos and hazardous waste free.
16. Miscellaneous Landlord will repair & paint rotting wood on the pillars on the front of the building.