

EXHIBIT A

Christina Magráns  
Attorney

DOCUMENT NO. C-23-0216

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between **BOGHANI PROPERTIES LLC**, a limited liability company organized and existing under the laws of the State of Tennessee with its principal office at 708 Melford Lane Knoxville, Tennessee 37934 ("Owner" or "Landlord") and **THE CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee with its principal office at 400 West Main Street, Knoxville, Tennessee 37902 ("Tenant").

ARTICLE 1. LEASED PREMISES

- 1.1 **Premises.** The term "Premises" shall mean 100 South Gay Street and basement space, known as The Emporium Center for the Arts and Culture Alliance, and 110 South Gay Street, Knoxville, Tennessee, 37902, comprised of 33,830 square feet as further described in Exhibit A to this Lease Agreement.
- 1.2 **Building and Property.** The term "Building" as used herein shall mean the building in which the Premises are located. "Property" shall mean the Premises, the Building, the real property upon which the Building is located and improvements located thereon, including Common Areas as defined in Section 2.1 of this Lease Agreement.
- 1.3 **Common Areas.** The term "Common Areas" shall mean any parking areas, hallways, entrances and exits, elevators, loading facilities, sidewalks, service areas, landscaped areas and all other areas constructed or to be constructed for use in common by the Tenant, its agents, employees, and business invitees and other tenants on the Property. The Tenant's right to use the Common Areas shall be a license during the term of this Lease and Tenant shall have no property interest therein.
- 1.4 **Exception and Reservation.** Landlord reserves and excepts from the Premises the right in, over and upon the Premises as may be reasonably necessary or desirable for the servicing of the Premises or other portions of the Building, including the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires through hung ceiling space, column space and partitions in or beneath the floor slab or about or below the Premises or other parts of the Building. Landlord reserves the right to control and manage the Common Areas and to alter, add to, or reduce the same; provided, however, that Tenant shall retain its access to the Premises and any change in the size of the Common Areas is appropriately reflected in the Common Area Maintenance Expenses, as further described in Section 3.5. Landlord further reserves the right to construct additions to the Building, and the right to alter or change the storefronts of the Premises and the Building.

Landlord shall have the right to promulgate reasonable rules and regulations with regard to use of the Common Areas and the Building, and Tenant shall abide by the same. Landlord shall provide Tenant with written notice of any changes to the rules and regulations. Current Rules and Regulations for the Building are attached hereto as Exhibit B.

## ARTICLE 2. TERM

- 2.1 **Base Term.** This Agreement shall commence on July 1, 2023 (the “Commencement Date”) and expire on June 30, 2040, unless terminated earlier pursuant to the provisions of this Lease Agreement. The Tenant’s obligation to pay rent and Tenant’s right to possession of the Premises shall commence on the Commencement Date. However, all of the terms and provisions of this Lease Agreement shall be binding upon the parties upon execution of this Lease Agreement.
- 2.2 **Extension Options.** If Tenant has not defaulted under the Lease and failed to cure the default within any applicable cure periods, Tenant shall have the right and option to extend this Lease Agreement, under the same terms, for a five (5) year term following the Base Term (the “First Extension Option”) and for a five (5) year term following the First Extension Option (the “Second Extension Option”). Both Tenant and landlord must agree to the First and/or Second Extension Options. In order to exercise the extension options, Tenant must give Landlord written notice of extension not less than one hundred twenty (120) days prior to the expiration of the Base Term of the Lease (or the preceding extension period, if applicable). Throughout this Lease Agreement, any use of the words Lease, Lease Agreement, Agreement and Term shall include the Extension Options, if exercised.

## ARTICLE 3. RENT AND OTHER TENANT CONTRIBUTIONS

- 3.1 **Premises Rent during Base Term.** Commencing on the Commencement Date, Tenant will pay Landlord annual rent in the amount of eleven dollars and twenty-five cents (\$11.25) per square foot for the Premises at 100 South Gay Street and nineteen dollars and eighty-one cents (\$19.81) per square foot for the Premises at 110 South Gay Street, or an amount of Three Hundred Ninety-Two Thousand Five Hundred Seventy-One Dollars and Fifty Cents (\$392,571.50), in equal consecutive monthly installments of Thirty-Two Thousand Seven Hundred Fourteen Dollars and Thirty Cents (\$32,714.30) to be paid on or before the first day of each month during the term of this Lease. Rent during the Base Term will increase annually by 3.0% over the preceding calendar year; however, the amount of rent shall be reviewed every five (5) years to determine whether the amount of rent has exceeded the fair market rent, both (1) as determined by a fair market rent assessment for similar and nearby properties, and (2) as agreed upon by both Parties. If the amount of rent has exceeded the fair market rent, the amount of rent shall be reduced so that it does not exceed the fair market rent. The monthly rental installments will be paid in advance at the address specified for Landlord herein or such other place as Landlord designates, without prior demand and without any abatement, deduction or set off. A late charge of five percent

(5%) of the sum due will be applied to any Rent (including additional rent, such as Tenant's fixed Pro Rata Share of Taxes and CAM Expenses) not paid in full by 5:00 p.m. on the fifth (5<sup>th</sup>) day of the month. Any amount (including the late fee) remaining unpaid on the first day of the following month shall accrue interest at the rate of ten percent (10%) per annum until paid in full.

3.2 **Rent during Extension Options.** During any Extension Options exercised, the rent shall increase three percent (3.0%) annually; however, the amount of rent shall be reviewed every five (5) years to determine whether the amount of rent has exceeded the fair market rent, both (1) as determined by a fair market rent assessment for similar and nearby properties, and (2) as agreed upon by both Parties. If the amount of rent has exceeded the fair market rent, the amount of rent shall be reduced so that it does not exceed the fair market rent. The rent during the Extension Options shall be paid on or before the first day of each month during the term of this Lease Agreement. The monthly rental installments will be paid in advance at the address specified for Landlord herein or such other place as Landlord designates, without prior demand and without any abatement, deduction or set off. A late charge of five percent (5%) of the sum due will be applied to any Rent (including additional rent, such as Tenant's fixed Pro Rata Share of Taxes and CAM Expenses) not paid in full by 5:00 p.m. on the fifth (5<sup>th</sup>) day of the month. Any amount (including the late fee) remaining unpaid on the first day of the following month shall accrue interest at the rate of ten percent (10%) per annum until paid in full.

3.3 **Common Area Maintenance.** Except as limited by this Section, Tenant shall pay its Pro Rata Share, as hereinafter defined, of all common area maintenance costs and expenses ("CAM Expenses") of every kind and nature paid or incurred by Landlord, or for which Landlord is obligated, during the term of this Lease for operating, equipping, policing and protecting, lighting, insuring, repairing, replacing and maintaining the Property, specifically including Landlord's repair and maintenance obligations with regard to the Building and the Premises. Such costs and expenses shall include, but shall not be limited to, the following: utilities, except such costs which are payable by individual tenants; illumination and maintenance of signs; cleaning, lighting, snow removal and landscaping; premiums for any insurance maintained by Landlord, including liability, property and casualty; the cost of equipment used in the ordinary operation and maintenance of the Building, and maintenance and repair of said equipment, (except that the Tenant shall not be responsible for the cost of compensation, employment taxes and expenses and benefits paid to or on behalf of persons directly involved in the, management or administration of the Premises). The foregoing are examples of charges which shall be included within CAM Expenses and Landlord shall not be deemed to be required to perform such services, unless specifically required in this Lease. Costs of garbage and trash removal, janitorial services, and utilities for the Premises shall solely be paid by Tenant. In no event, shall the amount payable for CAM Expenses increase more than 3% per year without written consent of Tenant.

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- 3.4 **Adjustments to CAM Expenses.** Prior to the execution of this Agreement, Landlord shall furnish to Tenant a preliminary budget of CAM expenses for the 2023-2024 fiscal year. Thereafter, by July 31 of each year during the Base Term and Extension Options, Landlord shall provide Tenant with a statement of (i) Landlord's total, actual CAM expenses for the previous fiscal year; (ii) Tenant's Pro Rata Share of the CAM Expenses; and (iii) payments made by the Tenant during the previous fiscal year. Tenant may audit Landlord's records related to such statement in a manner that does not materially interfere with the Landlord's business. If Tenant's Pro Rata Share of the actual CAM Expenses for such fiscal year exceeds the aggregate of Tenant's monthly payments made during the previous fiscal year, Tenant shall pay Landlord the deficiency within sixty (60) days after the receipt of the statement. If Tenant's payments exceed Tenant's Pro Rata Share of the actual CAM Expenses as shown on such statement, Tenant shall be entitled to offset the excess against payments thereafter becoming due as Tenant's proportionate share of the CAM Expenses. **Returned Checks.** Landlord shall charge a fee of Thirty Dollars (\$30.00) for any payment that is dishonored by any financial institution, and Landlord reserves the right to require certified funds as payment thereafter. No cash payments shall be accepted at any time.
- 3.5 **Security Deposit.** There shall be no security deposit required from Tenant for this Lease Agreement.
- 3.6 **Taxes.** Tenant shall pay its Pro Rata Share of all Taxes related to the Property for all tax years beginning or ending during the term of this Lease, excepting Taxes associated with the Premises which shall be paid entirely by Tenant (and shown on the annual statement which Landlord shall provide to Tenant as described below). The term "Taxes" shall include all real estate taxes, ad valorem taxes, general and special assessments, taxes on real estate rental receipts, taxes imposed on leasehold improvements and any other tax whether now or hereafter imposed upon or levied against real estate or upon owners of real estate (but not including taxes based on net income, estate or inheritance taxes, transfer taxes, mortgage taxes or recording fees) which are assessed or payable with respect to or applicable to the Property or the Building, together with the reasonable costs (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce the Taxes. If Landlord receives any abatement, credit or other tax relief as a result of Tenant's status as a municipal corporation, said abatement, credit or other tax relief shall enure to the benefit of Tenant and shall be set-off against any amount owed by Tenant under this section.
- 3.7 **Pro Rata Share.** The "Pro Rata Share" shall equal 41.1% of the annual CAM Expenses and Taxes as detailed in Article 3 of this Agreement. Tenant shall pay, with each monthly installment of rent, one-twelfth (1/12) of Landlord's annual CAM expenses and Taxes. The Tenant's Pro Rata share is calculated by dividing the Premises (32,430 square feet without the Expansion Area Option) by the total leasable space in the Building (78,948 square feet without the Expansion Area Option). If the square footage of Tenant's Premises changes, the Pro Rata Share shall be recalculated accordingly.

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- 3.8 **Utilities.** Tenant will directly pay the appropriate suppliers for all water and gas, electricity, light, heat, telephone, power and waste removal relating to the Premises. Tenant will also pay its Pro Rata Share of utilities which are a part of Common Area Maintenance Expenses during the term of this Lease, so long as such services are not already billed directly to Tenant. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities or other services to the Building or the Common Areas, unless such interruption or failure is a direct result of Landlord's willful act, gross negligence, or relocation of any heating, cooling, or ventilation systems.

#### ARTICLE 4. USE OF THE PREMISES

- 4.1 **Use.** The Premises may be used for any occupancy permitted by the City of Knoxville Zoning Code.
- 4.2 **Compliance with Laws.** Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied, in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises.
- 4.3 **Improvements and Alterations to the Premises.** Tenant will not perform any work or make any material alterations, additions or improvements to the Premises, Building or Common Areas until after Landlord has approved, in writing, plans and specifications for any such work and any contractor engaged by Tenant to perform such work. All alterations, additions, non-trade fixtures and improvements made in or upon the Premises by Tenant will become Landlord's property if they remain on the Premises after thirty (30) days following Tenant's vacation of the Premises. Notwithstanding the preceding sentence, upon termination of this Lease, Landlord may require that any alterations, additions, fixtures, trade fixtures or other improvements made in or upon the Premises, the Building or Common Areas with or without Landlord's approval be removed by Tenant. In that event, Tenant will remove such alterations, additions, fixtures, trade fixtures or other improvements at Tenant's sole cost and will restore the Premises, Building and Common Areas to the condition in which they were before such alterations, additions or improvements were made, reasonable wear and tear excepted.
- 4.4 **Signs.** Tenant shall have the right to install its identification signs on the front of the Premises in accordance with federal, state, and local statutes, laws, ordinances, and codes. Such signage shall be subject to Landlord's prior written approval, and Tenant shall provide Landlord with plans and specifications for such signage prior to installation. Upon termination of this Lease, Tenant shall remove such signage and repair any damage caused



by such removal. All installation and removal of Tenant's signage shall be at Tenant's sole cost and expense.

4.5 **Liens.** Tenant shall keep the Premises and every part thereof free and clear of any and all liens for work or labor done, services performed, or materials or appliances used, furnished or incorporated into the Premises, or for any other obligations of any kind incurred by Tenant. Tenant shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based and shall indemnify Landlord against all such liens and claims of liens, including any suits or other proceedings pertaining thereto. Landlord hereby gives notice to any and all suppliers of material or labor or other lien claimants that they must look solely to the Tenant for payment and not Landlord or the Premises themselves. The Tenant's failure to remove any such lien as may be filed against the Premises within fifteen (15) days after the same is filed shall be deemed an event of default under this Lease.

4.6 **Landlord's Access.** Landlord, its agents, employees and contractors, may enter the Premises at any time in response to an emergency and otherwise at reasonable hours and upon reasonable notice to inspect the Premises; exhibit the Premises to prospective purchasers, lenders or tenants; determine whether Tenant is complying with its obligations in this Lease; supply any other service which this Lease requires Landlord to provide; post notices of non-responsibility or similar notices; or make repairs which this Lease provides for Landlord to make. All such work will be done as promptly as reasonably possible and so as to cause as little interference with Tenant's business as reasonably possible. No emergency entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises, a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any such emergency entry entitle Tenant to damages or an abatement of rent or other charges which this Lease requires Tenant to pay. In addition, Landlord, its agents, employees and contractors, shall have unrestricted and total access to the Common Areas of the Building.

4.7 **End of Term.** At the end of this Lease Agreement and any extensions, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant. Tenant will repair any damage occasioned by the removal of any signs, trade fixtures, equipment, furniture, alterations, additions or improvements. All signs, trade fixtures, equipment, furniture, alterations, additions or improvements not so removed from the Premises after ninety (90) days following Tenant's vacation of the Premises will be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage

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to the Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the end of this Lease.

**ARTICLE 5. HAZARDOUS SUBSTANCES.**

5.1 **Hazardous Materials.** Tenant covenants, represents and warrants, that it will not, without the Landlord's prior written approval, cause or permit any hazardous materials to be generated, stored, treated, located, used, released, processed or disposed of in or about the Premises by Tenant, its agents, employees, contractors, invitees, sublessee, or subtenants, nor will the use that Tenant makes of the Premises result in any hazardous materials contamination. Tenant further agrees that it will not use or bring any material containing asbestos on to or about the Premises. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord or any Authority. If Tenant fails to fulfill any duty imposed under this Section within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section. For purposes of this Lease, the following terms will have the meanings herein specified:

- (i) "Hazardous materials will mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C.A. §§ 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder ("RCRA"); (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.A §§9601 *et seq.*), as amended from time to time, and regulations promulgated thereunder ("CERCLA"); (iii) asbestos, polychlorinated biphenyls or other substances specifically regulated under the Toxic Substances Control Act (15 U.S.C.A. §§2601 *et seq.*), as amended from time to time, and regulations promulgated thereunder ("TSCA"); (iv) pesticides specifically regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C.A. §§135 *et seq.*), as amended from time to time, and regulations promulgated thereunder ("FIFRA"); (v) storage tanks, whether or not underground and whether empty, filled or partially filled with any substance; (vi) the presence of oil, petroleum products, and their by-products; (vii) any substance the presence of which in or about Premises is prohibited by any governmental authority or which is hereafter classified by any governmental authority as a hazardous or toxic waste, material, substance or similar phraseology; and (viii) any other substance which by any governmental authority requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal.

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- (ii) "Hazardous materials contamination" will mean the spillage, leakage, emission or disposal of hazardous materials (whether presently existing or hereafter occurring) in or about the buildings, facilities, soil, groundwater, air or other elements in or about the Premises as a result of hazardous materials at any time emanating from Premises.

5.2 **Environmental Clean-up.** If any Authority demands that a cleanup plan be prepared and that a clean-up be undertaken because of the presence of or any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans within a reasonable time as determined by the Authority. Tenant shall provide a copy of all correspondence from any Authority to Landlord within three (3) days of receipt of same and shall provide Landlord with a copy of all documents and information provided by Tenant to any Authority at the same time it is transmitted to the Authority. Failure to comply with any of the terms of this subparagraph shall be a material breach and an event of default under this Lease.

**ARTICLE 6. REPAIRS AND MAINTENANCE.**

6.1 **Tenant's Obligations.** Tenant shall, at its sole expense, (i) provide normal janitorial services for the Premises to the extent deemed reasonably necessary, and (ii) maintain interior walls; interior, nonstructural walls; all interior doors and windows; interior floors; ceilings; all interior fixtures (whether installed by Tenant or not); all equipment, furniture or other personal property of Tenant in the Premises; and all appurtenances thereto, as and when needed to preserve them in good repair and good working order and condition. However, Tenant's maintenance of the walls and floors does not include maintenance of structural supports or the base floor. All such repairs, restorations, and replacements will be of such quality and class at least equal to the original work or installations. If Tenant fails to make or commence to make such repairs, restorations, or replacements, which failure continues for thirty (30) days after written notice, Landlord may perform the same at the expense of Tenant and such expense will be paid by Tenant not later than fifteen (15) days after delivery of a statement for such expense. Tenant shall only use contractors or repairman approved in advance by Landlord for any heating, ventilation, air conditioning, plumbing or electrical work. Tenant shall reimburse Landlord for any maintenance and repair expenses incurred due to the negligence or willful misconduct of Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any damages nor to any abatement or reduction of rent by reason of any repairs, alterations, or additions made by Landlord under this Lease.

6.2 **HVAC Maintenance.** Tenant shall maintain the heating, ventilating and air conditioning systems for the Premises (the "HVAC Systems"), and, in connection therewith, Tenant

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shall maintain, at Tenant's cost, a service/maintenance contract on the HVAC Systems which is satisfactory in form and with a service provider satisfactory to Landlord.

- 6.3 **Landlord's Obligations.** Except for repairs for which Tenant is obligated herein, Landlord shall maintain and make repairs, restorations, and replacements to the foundation, sub-floor, structural walls, and roof of the Building in which the Premises are located and shall maintain and make repairs to the electrical, and plumbing systems; and to the store front and plate glass; provided, however, that Tenant, within thirty (30) days of receipt of invoices, shall reimburse Landlord up to Seven Thousand Five Hundred Dollars (\$7,500.00) per year for Landlord's actual costs to third parties incurred for maintenance. In the event that the amount reimbursed to Landlord in any lease year is less than \$7,500.00, the difference between the amount reimbursed and \$7,500.00 shall be carried forward into the subsequent lease year and applied toward future reimbursement. In the event that the expenses eligible for reimbursement pursuant to this Section exceed \$10,000.00 in any lease year, then the amount in excess of \$7,500.00 shall be carried forward to the following lease year and shall be eligible to reimbursement subject to the \$7,500.00 limit for such lease year. Landlord shall also maintain and repair the Common Areas in a commercially reasonable manner. Notwithstanding, Landlord shall not be obligated to make any repairs until a reasonable period of time after it has received written notice of the need for any such repairs. Landlord shall not be responsible for the cost of any repairs occasioned by the act or neglect of the Tenant, its agents, employees, invitees, licensees, or contractors. In the event that Landlord reasonably determines it shall not be economically practicable or feasible for Landlord to make any necessary repairs to the Premises or the Building, Landlord shall send written notice to Tenant of such determination. In the event of such determination and delivery of notice, either party may, at its option, terminate this Lease upon thirty (30) days' notice to the other party. Upon such termination, neither party shall have any further obligation to the other under this Lease.

#### ARTICLE 7. DAMAGE AND DESTRUCTION.

- 7.1 **Partial Destruction.** In the event of the partial destruction of the Premises by fire or any other casualty, Landlord shall restore or repair said Premises with reasonable diligence. Landlord shall expend such sums as required to repair or restore the Premises to their condition immediately prior to the date of the destruction. Provided Landlord maintains the property and casualty insurance required under this Lease, Landlord shall not be obligated to expend any sums in excess of the deductibles and insurance proceeds actually received by Landlord as a result of such damage or destruction. Tenant shall be responsible for all repairs and replacements of its furniture, and any fixtures, equipment, and improvements installed or made by Tenant to the Premises. If the Premises to be rebuilt or repaired are untenable in whole or part following the destruction, the Base Rent payable under this Lease Agreement during the period for which the Premises are untenable shall be reduced to an amount determined by multiplying the Base Rent by the ratio of the Premises still considered tenable; provided, however, that if less than sixty percent (60%)

of the Premises is tenable, the entire Base Rent shall be abated during the period of restoration and repair. Furthermore, if Landlord fails to substantially complete the necessary repairs or rebuilding within Two Hundred Seventy (270) days from the date of destructions, Tenant may terminate the Lease Agreement at its own option by delivering written notice of termination to Landlord, at which time all rights and obligations under this Lease Agreement shall cease.

7.2 **Substantial Destruction.** If Landlord reasonably determines that the Premises are so damaged by fire or other casualty or happening as to be substantially destroyed, then Landlord shall send written notice of such determination to Tenant. In the event of such determination and delivery of notice, either party may terminate this Lease by giving the other party written notice within sixty (60) days after such destruction, and any unearned rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the same shall remain in full force and effect and Landlord shall proceed with reasonable diligence to repair and replace the Premises to substantially their condition prior to the date of destruction.

7.3 **Right of Termination.** Notwithstanding anything else to the contrary in this Lease, Landlord, at its option, may terminate this Lease after thirty (30) days' notice to Tenant given within sixty (60) days after the occurrence of any one of the following: (i) the Premises and/or the Building shall be damaged or destroyed as a result of an occurrence that is not fully covered by insurance; (ii) the Premises and/or the Building shall be damaged or destroyed and the cost to repair the same shall amount to more than fifty percent (50%) of the value thereof; (iii) the Premises and/or the Building shall be damaged or destroyed during the last year of the Lease term; or (iv) the Building is damaged (whether or not the Premises are damaged) to such an extent that the Building cannot be operated as an economically viable unit.

#### ARTICLE 8. CONDEMNATION.

8.1 **Total Taking.** If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Premises are taken, or if so much of the Premises are Taken that the Premises (even if the restorations described below were to be made) cannot reasonably be used by Tenant for its business operations, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (in either case the "Ending Date"). If this Lease ends according to this Section, rent will be appropriately prorated to the Ending Date.

8.2 **Partial Taking.** If, after a Taking, so much of the Premises remains that the Premises can reasonably be used by Tenant for its business operations in Landlord's opinion (i) this Lease will end on the Ending Date as to the part of the Premises which is taken; (ii) rent will be appropriately allocated to the part of the Premises which is taken and prorated to

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the Ending Date; (iii) beginning on the day after the Ending Date, rent for so much of the Premises as remains will be reduced based on the area taken. Landlord shall make such restoration or repairs to the Premises as necessary to restore them as nearly as practical to their original condition; provided, however, Landlord shall not be obligated to spend any funds in excess of the condemnation award or amounts paid in lieu thereof for such restoration or repair. Notwithstanding, in the event any portion of the Premises are Taken, Landlord may, at its option, terminate this Lease, and upon such termination neither party shall any further obligation to the other.

- 8.3 **Allocation of an Award for a Taking.** In no event shall Tenant have any right to receive any part of any condemnation award or amounts paid in lieu thereof, and Landlord shall be entitled to all of such amounts. Notwithstanding, Tenant may, to the extent separately awarded, recover for its trade fixtures and moving expenses from the condemning authorities.

**ARTICLE 9. ASSIGNMENT, SUBLEASE, AND SUBORDINATION.**

- 9.1 **Assignments and Subleases.** Tenant may assign this Lease in whole or in part, or sublease all or any part of the Premises, to the extent permitted by Tennessee law, provided that any assignee or sublessee shall comply with the terms of this Lease Agreement, including the Rules and Regulations attached as Exhibit B. Any assignment or subletting shall not release the Tenant from its continued liability for the performance of the provisions of this Lease.

- 9.2 **Landlord's Rights.** Upon the occurrence of an event of default by the Tenant under this Lease, if all or any of the Premises are then assigned or sublet, Landlord may, at its option, collect directly from the assignee or sublessee all rent due becoming due to Tenant by reason of the assignment or sublease. Landlord may also, at its option, take other remedies available to it by this Lease or by law.

- 9.3 **Tenant Assignment or Termination.** Landlord acknowledges that Tenant intends to promote its public purpose by subleasing the Premises for use by a non-profit cultural arts organization. However, in the event that Tenant determines in its sole discretion that it cannot use the Premises for such purposes, Tenant may elect one of the following options:

- (i) To the extent permissible under Tennessee law, sublease all or any portion of the Premises in whole or in part to one or more sublessee for any use permitted by the City of Knoxville Zoning Code, provided that Tenant shall remain liable for its obligations hereunder unless the Landlord releases Tenant of those obligations.
- (ii) Upon providing ninety (90) days of notice, terminate this Lease and pay to Landlord, in one payment, the then-present value of the Base Rent payments (or, if

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exercised, the then-present value of the exercised Extension Option rent payments) not to exceed a maximum of that ninety (90) day period. If Tenant elects to terminate the Lease pursuant to this Section 9.3(ii), Landlord agrees to use its best efforts to lease the Premises at a rental rate at least equal to or greater in value than the Base Rent (or any Extension Option rent payments). Any rental payments collected by the Landlord from such leases during the period of time between the termination of this Lease and the end of the applicable Lease term, up to the amount Tenant has paid as a one-time payment to terminate the lease, shall be delivered to Tenant. Such rental payments shall include only the Base Rent and not include any CAM Expenses.

- (iii) Assign, or elect for Landlord to assign, the Lease to the Industrial Development Board (the "IDB"). Tenant's assignment of the Lease to the IDB is dependent upon Tenant's ability to grant funds or to extend a loan to the IDB to provide adequate funds for the IDB's assumption of the Lease. In the event that Tenant elects to assign the Lease to the IDB, Tenant will deliver to Landlord, upon Landlord's request, an opinion of the Law Director of Tenant stating that the assignment to the IDB is legally enforceable and that the grant of funds or extension of a loan to the IDB to provide adequate funds for the IDB's assumption of this Lease is a binding commitment of Tenant to the IDB. The IDB shall execute an assignment of such grant of funds or loan from Tenant to Landlord, which shall be exercisable in the event of a default under this Lease. Upon receipt of such opinion and assignment agreements, Landlord agrees that Tenant automatically, upon the date of assignment to the IDB, shall be fully released from all obligation and liabilities under this Lease accruing after date of such assignment, and that Landlord shall look solely to the IDB to fulfill the terms of this Lease.
- (iv) Any other arrangement negotiated between Tenant and Landlord and properly approved by Tenant.

9.4 **Subordination.** This Lease and Tenant's rights under this Lease are subject and subordinate to any ground lease or underlying lease, mortgage, deed of trust or other lien, encumbrance, master or prime lease or indenture, together with any renewals, extensions, modifications, consolidations, and replacements, which now or at any subsequent time affect the Premises, any interest of Landlord in the Premises or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that any such instrument expressly provides that this Lease is superior to it). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be reasonably requested by Landlord, any ground landlord or underlying lessor or any mortgagee or any holder of a deed of trust or other instrument described in this paragraph, to confirm any such subordination. If Tenant fails or refuses to execute, acknowledge or deliver any such

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document within fifteen (15) days after written demand, Landlord will be entitled to execute, acknowledge and deliver any such document on behalf of Tenant as Tenant's attorney-in-fact. Tenant hereby irrevocably appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any documents described in this Section. Landlord agrees to use reasonable efforts to provide a reasonable non-disturbance agreement from the holder of any such lease, mortgage, deed of trust or other such first lien or encumbrance, whereby such holder agrees that so long as Tenant is not in default under this Lease and attorns to such holder as provided herein, such holder shall not disturb Tenant's rights under this Lease.

- 9.5 **Attornment.** If any holder of any mortgage, indenture, deed of trust or other similar instrument described in this Section succeeds to Landlord's interest in the Premises, Tenant will pay to it all rents subsequently payable under this Lease. Tenant will automatically become the Tenant of, and attorn to, such successor in interest without change in this Lease. Such successor in interest will not be bound by (i) any payment of rent for more than one month in advance, (ii) any amendment or modification of this Lease made without its written consent (after Tenant receives notice of such holder's interest), (iii) any claim made against Landlord prior to the date on which such successor succeeded to Landlord's interest, or (iv) any claim of offset of rent against the Landlord. Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge or deliver any such instrument within thirty (30) days after written request, such successor in interest will be entitled to execute, acknowledge and deliver any such document for behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver on behalf of Tenant any document described in this paragraph.

#### **ARTICLE 10. EVENTS OF DEFAULT.**

- 10.1 **Events of Default by Tenant.** The following occurrences are events of default by Tenant:
- (i) Tenant defaults in the due and punctual payment of rent or any other charge or payment required under this Lease;
  - (ii) Tenant vacates or abandons the Premises for one hundred twenty (120) days;
  - (iii) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant or are taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant, and such attachment is not stayed or discharged within thirty (30) days after its levy;



- (iv) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- (v) Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceeding is not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment; or
- (vi) Tenant breaches any of the other agreements, terms, covenants or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice by Landlord to Tenant. Notwithstanding, if the breach is of a type which can be cured but cannot reasonably be cured within such thirty (30) day period, then an event of default shall not be deemed to have occurred if Tenant promptly commences such cure, and diligently prosecutes such cure to completion.

10.2 **Remedies for Tenant's Default.** If an event of default by Tenant occurs, Landlord may, at its election:

- (i) Give Tenant written notice of termination of this Lease. Upon the date of such notice, or upon such other date as specified by Landlord therein, Tenant's right to possession of the Premises will cease and the Lease will be terminated, except as to Tenant's liability as set forth herein, as if the date fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Subsection, Tenant will remain liable to Landlord for damages in an amount equal to the rent and other sums which would have been owed by Tenant under this Lease for the balance of the term if this Lease had not been terminated.
- (ii) Without demand or notice, re-enter and take possession of the Premises or any part of the Premises; repossess the Premises; expel the Tenant and those claiming through or under Tenant from the Premises; and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Landlord will not be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting.
- (iii) Landlord may, whether or not the Lease is terminated, in addition to demanding and being entitled to recover past due rents and any other damages, accelerate all

future rents due under this Lease for the remainder of the term, whereupon the same shall become immediately due and payable.

- (iv) Landlord may exercise any other remedies available in law or in equity and recover such damages or other relief as may be allowed by law or equity. These remedies are cumulative, not exclusive. Tenant specifically agrees that Landlord shall be entitled to an injunction to prevent Tenant from violations of this Lease or to require it to abide by and perform the terms and conditions provided herein. This provision shall specifically apply to Tenant's requirements to operate the Premises in the manner required herein.

### 10.3 Right to Cure.

- (i) If Tenant fails to pay when due any amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after fifteen (15) days' written notice to Tenant (or, in the case of any emergency, upon such lesser notice or without notice, as may be reasonable under the circumstances), and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount or perform such obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such obligations (together with interest at ten percent (10%) per annum from the date of Landlord's payment of such amount or incurring of each such cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages which Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but rather Landlord will also be entitled to recover as damages for such breach the amount of any uninsured loss, damages, costs and expenses of suit, including attorneys' fees, arising out of damage to the Premises occurring during any period for which Tenant has failed to provide such insurance.
- (ii) If Landlord fails to perform any of its obligations under this Lease within the time permitted for its performance, then Tenant, after fifteen (15) days' written notice to Landlord (or, in the case of any emergency, upon such lesser notice or without notice, as may be reasonable under the circumstances), and without waiving any of its rights under this Lease, may (but will not be required to) perform such obligation. All amounts so paid by Tenant and all costs and expenses incurred by Tenant in connection with the performance of any such obligations (together with interest at ten percent (10%) per annum from the date of Tenant's payment of such amount or incurring of each such cost or expense until the date of full repayment by Landlord) will be payable by Landlord to Tenant on demand. In the proof of any damages which Tenant may claim against Landlord arising out of Landlord's failure to maintain insurance, Tenant will not be limited to the amount of the unpaid

insurance premium but rather Tenant will also be entitled to recover as damages for such breach the amount of any uninsured loss, damages, costs and expenses of suit, including attorneys' fees, arising out of damage to the Premises occurring during any period for which Landlord has failed to provide such insurance.

10.4 **Events of Default by Landlord.** If Landlord fails to perform any of Landlord's obligations under this Lease, and such failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued efforts to complete such cure, Tenant may, in addition to any other remedy available at law or equity, at its option:

- (i) incur such expense necessary to perform the obligation of Landlord specified in the notice and deduct its expenses from the rent or other charges next becoming due; or
- (ii) give a second written notice specifying the default after the expiration of the initial thirty (30) day period, after which if Landlord fails to cure the failure within thirty (30) days of delivery of the second written notice, Tenant may terminate this Lease.

If such failure is of a nature to require more than thirty (30) days for remedy, Tenant may specify a time reasonably necessary to cure.

#### ARTICLE 11. INSURANCE.

11.1 **Tenant's Insurance.** Tenant is self-insured; however, Tenant may maintain, at its option and at its expense, (i) property insurance on all of its personal property located on the Premises and on all additions and improvements made by Tenant, and (ii) commercial general liability insurance with minimum limits of \$1,000,000 covering its operations associated with this Agreement. Tenant's commercial general liability insurance will list the Landlord and its affiliates as additional insureds. Further, if such insurance is maintained by Tenant, such insurance will be endorsed to provide that the underwriter waives its right of subrogation against the Landlord and its affiliates and the same will be endorsed to provide that they are primary coverages, not in excess of any other insurance available to the Landlord and its affiliates to insure the Landlord and its affiliates against claims arising from the Tenant's use and occupancy of the Premises.

11.2 **Insurance of Subtenants and Sublessees.** Tenant agrees to require the following of its subtenants and sublessees. Any subtenant or sublessee shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

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(i) **Commercial General and Umbrella Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than Three Million Dollars (\$3,000,000). All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form. Such insurance shall:

(a) Contain or be endorsed to contain a provision that includes Tenant, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the subtenant or sublessee including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b) For any claims related to this project, subtenant or sublessee's insurance coverage shall be primary insurance as respects Tenant, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Tenant, its officials, officers, employees, and volunteers shall be excess of subtenant or sublessee's insurance and shall not contribute with it.

(c) At the sole discretion of Tenant, dedicated limits of liability for this specific project may be required.

(ii) **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than One Million Dollars (\$1,000,000) each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Tenant, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of subtenant or sublessee.

(iii) **Workers' Compensation Insurance.** Subtenant or sublessee shall maintain workers' compensation insurance with statutory limits as required by the State of

Tennessee or other applicable laws and employers' liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000). Subtenant or sublessee shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by subtenant or sublessee's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of Tenant. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- 11.3 **Liability of the Landlord.** Tenant specifically agrees to look solely to Landlord's interest in the Property for the recovery of any judgments from Landlord. Landlord (and the Landlord's shareholders, venturers, and partners, and their shareholders, venturers, and partners, and all of their officers, directors, and employees) will not be personally liable for any such judgments. Tenant agrees to look solely to Landlord's interest in the property for the recovery of any judgment against Landlord and Landlord will not be personally liable for any such judgments or deficiency after execution thereon. The limitation of liability contained in this Paragraph will apply equally and inure to the benefit of Landlord, its successors, and their respective present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents, and employees, and their respective heirs, successors, and assigns. Under no circumstances whatsoever will Landlord ever be liable for consequential damages or special damages. In the event that Landlord transfers any part of its interest in the Property to a third party, Landlord agrees to provide Tenant written notice of such transfer within thirty (30) days after said transfer.
- 11.4 **Notice of Claim or Suit.** Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted against Landlord.
- 11.5 **Increase in Insurance Premiums.** Tenant will not overload, damage or deface the Premises or do any other act which may (i) make void or voidable any insurance on the Premises or the Property or (ii) render an increased risk and/or extra premium payable for insurance.
- 11.6 **Property of the City.** Tenant agrees that all property owned by it, on or about the Premises will be at the sole risk and hazard of Tenant. Landlord will not be liable or responsible for any loss of or damage to the Tenant, or anyone claiming under or through the Tenant, or otherwise.
- 11.7 **Landlord's Insurance.**
- (i) **Property and Casualty Coverage.** Landlord will be responsible, at its sole expense but subject to reimbursement pursuant to this Agreement, for obtaining and keeping in force during the term of this Lease property and casualty coverage insurance on the Building and all of Landlord's furniture, fixtures, equipment, inventory or other property located in or about the Building. At all times during the term of this Lease,

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Landlord shall maintain such insurance coverage in amounts at least equal to the replacement costs of the insured property.

(ii) **General Liability.** Landlord will, at its sole expense but subject to reimbursement pursuant to this Agreement, obtain and keep in force during the term of this Lease general liability insurance, and if necessary umbrella liability insurance, with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence and for damage to property, insuring against any and all liability of Landlord, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Building or arising out of the maintenance, use, or occupancy of the Building. If such insurance contains a general aggregate limit, it shall apply separately to the Property or be no less than Three Million Dollars (\$3,000,000). Landlord reserves the right to increase the minimum limits of the general liability insurance, from time to time, after the first year of this Lease as shall be reasonably necessary in Landlord's opinion for adequate protection based upon any requirements placed upon the Landlord by third parties or based upon custom and practice in the industry.

11.8. **Other Matters.** All insurance required under this Lease of either party and all renewals will be issued by companies authorized to transact business in the State in which the Premises are located. All insurance policies required of Tenant or Landlord will expressly provide that such policies will not be cancelled or altered without thirty (30) days prior written notice to the other party. Tenant and Landlord agree to furnish the other party with copies of each insurance policy, including endorsements, or a duplicate certificate of such policy upon issuance and renewal.

**ARTICLE 12. INDEMNIFICATION, WAIVER, AND RELEASE.**

12.1 **Indemnification.** Subject to the limitations of the Tennessee Governmental Tort Liability Act, TENN. CODE ANN § 29-20-101, *et seq.*, Tenant indemnifies Landlord, its agents, employees, beneficiaries, affiliates and representatives and their heirs, successors and assigns, and holds Landlord, its agents, employees, beneficiaries, affiliates and representatives and their heirs, successors and assigns, harmless from, any and all demands, claims, causes of actions, fines, penalties, damages (including consequential damages), losses, liabilities, judgments and expenses (including, without limitation, attorneys' fees, consultants' fees and court costs) incurred by Landlord, its agents, employees, beneficiaries, affiliates and representatives and their heirs, successors and assigns in connection with or arising from any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord, its employees or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

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12.2 **Waiver and Release.** Tenant waives and releases all claims against Landlord, its employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents and employees will not be liable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by: theft; act of God; public enemy; riot; strike; insurrection; war; requisition; order of governmental body or authority.

**ARTICLE 13. MISCELLANEOUS.**

13.1 **Covenant of Quiet Enjoyment.** So long as Tenant pays the rent and performs all of its obligations under this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.

13.2 **Limitation on Tenant's Recourse.** Tenant's sole recourse against Landlord and any successor to the interest of Landlord in the Premises is to the interest of Landlord and any such successor in the Premises. In this paragraph the terms "Landlord" and "successor" include the members, beneficiaries, shareholders, venturers, partners, and/or individuals composing the Landlord and/or any successor. Tenant acknowledges, confirms and agrees that its rights with respect to Landlord relate only to the interest of Landlord in the Premises, and do not relate to or reach any of the other assets of the Landlord or of the members of Landlord.

13.3 **Interest.** Any amounts not paid when due shall bear interest at ten percent (10%) per annum, except as otherwise provided in Paragraph 4(a) above.

13.4 **Attorney Fees.** Landlord shall be entitled to collect its reasonable attorney fees and expenses to the extent the same were incurred due to a default by Tenant and the same shall be paid upon demand, whether or not a lawsuit is filed. In the event a lawsuit is filed related to this Lease, or to the enforcement or interpretation thereof, the prevailing party shall be entitled to collect its reasonable attorney fees and expenses from the non-prevailing party.

13.5 **Holding Over.** If Tenant remains in possession of the Premises after the end of this Lease or any Extension Options, Tenant will occupy the Premises as a tenant at sufferance, subject to all conditions, provisions and obligations of this Lease in effect on the last day of the term, except that the Rent payable during the holdover term shall be One Hundred Ten Percent (110%) of the rent due during the immediately preceding term. Tenant's Pro Rata Share shall remain the same as during the immediately preceding term.

13.6 **Estoppel Certificate.** Not later than fifteen (15) days after receiving a written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a certificate stating (i) that this Lease is unmodified and in full force and effect, or, if the Lease is modified,

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the way in which it is modified accompanied by a copy of the modification agreement; (ii) the date to which rental and other sums payable under this Lease have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, or, if such a default has not been cured, what Tenant intends to do in order to effect the cure, and when it will do so; (iv) that Tenant has no claim or offset against Landlord, or, if it does, stating the nature and amount of such claim or offset; (v) that there has been no assignment or subletting of this Lease or the Premises, or, if so, stating the date and nature of any such assignment or subletting and the identity of the assignee or sublessee; and (vi) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within fifteen (15) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct.

13.7 **No Waiver.** No waiver of any condition or agreement in this Lease by Landlord will imply or constitute a further waiver of the same or any other condition or agreement. No act or thing done by Landlord during the term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No endorsement or statement on any check, or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent reserved in this Lease.

13.8 **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Lease will be written and will be deemed to have been given (i) when personally delivered, (ii) on the second (2nd) business day after it is deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, or (iii) on the date of delivery by a reputable overnight carrier, in any alternative addressed to Landlord or Tenant at the address noted on the Summary Section of this Lease. Landlord may send notices to Tenant at its address provided in the Summary Section or at the Premises, unless Tenant directs in writing that either address should not be used. Either Landlord or Tenant may change its address for purposes of this paragraph by giving ten (10) days' prior written notice according to this Section.

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- 13.9 **Charges.** Any and all payments, charges or other amounts owed by Tenant to Landlord under the terms of this Lease, including CAM Expenses and Taxes, shall be deemed to be additional rent.
- 13.10 **Binding Effect.** This Lease will inure to the benefit of, and will be binding upon, Landlord's and Tenant's successors and assigns, except as set forth in Paragraph 10 herein.
- 13.11 **Time of Essence.** Time is of the essence in this Lease.
- 13.12 **Brokerage Fee.** Landlord shall be responsible for payment of any commissions or fees due Landlord's representatives.
- 13.13 **Entire Agreement.** This Lease, including any Exhibits and the Summary Section, constitute the entire agreement between the parties with regard to the Premises. Any prior writings or prior or contemporaneous oral agreements or discussions between the parties shall be deemed merged herein, and shall be of no force or effect. Tenant acknowledges and represents that it has not relied upon any other agreements, statements or representations in connection with this Lease. No subsequent agreement shall be valid or enforceable unless in writing and signed by the party to be bound. It is specifically noted that this Agreement is intended to be the only controlling agreement between the Parties regarding the rental of the Premises and that Document No. C-20-0137 shall not confer additional rights on, or supplement the rights of, either Party.
- 13.14 **Joint and Several Liability.** The liability of each of the individuals constituting the Tenant shall be and is joint and several.
- 13.15 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee.
- 13.16 **Memorandum of Lease.** Either party shall have the right to record a memorandum of this Lease, but not the Lease itself, setting forth the parties, the location of the Premises, the base term of this Lease and the renewal terms of this Lease. Such memorandum of lease may be recorded in the Register's Office for Knox County, Tennessee, but shall not include any reference to rent or other monetary items.
- 13.17 **Force Majeure.** During the term of this Agreement, neither the Landlord nor Tenant will be considered in breach or default of the obligations under this Lease in the event of any delay in the performance of or inability to perform such obligations, excluding the payments of rent, due to unforeseeable causes beyond the control and without the fault or negligence thereof, including, but not limited to, acts of God, acts of the public enemy, acts of the Federal or state government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of the contractor or subcontractors due to such causes; it being the purpose and intent of



the Section 13.17 that in the event of the occurrences of any such delay, the time or times for performance of the obligations of the Landlord or Tenant, as the case may be, with respect to this Lease will be extended for the period of the enforced delay; provided that except as otherwise provided herein, the parties seeking benefit of this Section 13.17 must, within fifteen (15) days after the beginning of any such delay, have first notified the other party in writing of the cause or causes thereof, and requested an extension for the period of the delay.

13.18 **Notices.** Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

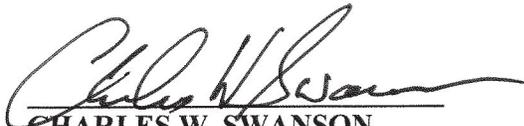
Tenant:  
Chip Barry  
Deputy Chief of Operations  
City of Knoxville  
P. O. Box 1631  
Knoxville, TN 37901  
865-215-4465

Owner:  
Boghani Properties, LLC  
Attn: Karim Boghani  
708 Melford Lane  
Knoxville, TN 37934

**WHEREFORE**, Landlord and Tenant have entered into this Lease to be effective as of the date stated in the Summary Section.

**APPROVED AS TO FORM:**

**THE CITY OF KNOXVILLE**

  
\_\_\_\_\_  
CHARLES W. SWANSON  
LAW DIRECTOR

By:   
\_\_\_\_\_  
INDYA KINCANNON  
MAYOR

Dated: 7/19/2023, 2023

Initials: CS \_\_\_\_\_

**FUNDS CERTIFIED:**

  
\_\_\_\_\_  
**BOYCE EVANS**  
**FINANCE DIRECTOR**

**BOGHANI PROPERTIES LLC**

  
By: \_\_\_\_\_  
Name: KARIM BOGHANI  
Title: CHIEF MANAGER  
Dated: 07/06/, 2023

List of Exhibits

- Exhibit A: Building Floor Plans & Site Plans
- Exhibit B: Building Rules and Regulations

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## RULES & REGULATIONS

The following rules and regulations will remain in full force and effect until Tenant is notified in writing by Landlord of any changes.

1. Access to the Building. Access to the Premises shall be gained by use of a key to the outside doors of the Premises. Landlord may, from time to time, establish security controls for the purpose of regulating access to the Buildings. Tenant shall abide by all such security regulations to be established.
2. Protecting Premises. Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Demised Premises.

Tenant must maintain an adequate number of suitable fire extinguishers on the Premises at all times for use in case of fire, including electrical or chemical fires.

3. Large Articles. Furniture, freight and other large or heavy articles of Tenant may be brought into the Buildings in the manner designated by Landlord and always at Tenant's sole responsibility. All damage to the building, its furnishings, fixtures or equipment by moving or maintaining such furniture, freight or articles shall be repaired at the expense of Tenant.
4. Signs. Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Buildings (other than the Premises), or on any part of the inside of the Premises which can be seen from the outside of the Premises, without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed and then only such name or names or matter and in such color, size, style, character and material as shall be first approved Landlord in writing. Landlord reserves the right to remove, at the Tenant's expense, all matter other than that above provided for without notice to Tenant.
5. Compliance with Laws. Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, whether now existing or hereinafter enacted with respect to the Premises and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises which directly or indirectly forbidden by law, ordinance, governmental regulations or order or direction of applicable public authority, or which may be dangerous to person or property.
6. Waste Disposal. Tenant must keep, and prepare for collection, all garbage and refuse in a container approved by Landlord. Landlord must also approve the location of the container. Tenant will be responsible for the cost of container and the cost of trash removal. Tenant must not burn trash or garbage of any kind on or about the Premises or the Buildings.
7. Antenna or satellite dish. Tenant may not erect any aerial, antenna or satellite dish on the roof or exterior walls of the Demised Premises or on the grounds. Any such installation will be subject to removal without notice at any time.
8. Obstruction of Public Areas. Tenant may not place or permit any obstructions, materials or equipment in the outside areas adjoining the Premises without the written consent of the Landlord. All equipment, merchandise, freight or other materials must be moved inside the Premises at the end of each business day.

Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any sidewalk, court, passageway, entrance, or shipping area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and slightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by the building employees) that are any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, elevators, escalators, stairways, corridors, halls and

roofs are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interest of the Buildings and its tenants provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant deals within the normal course of Tenant's business unless such persons are engaged in illegal activities.

9. Defacing Premises and Overloading. Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises. Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls; blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices shall not be placed in or about the outside windows of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall not paint or decorate the exterior walls in the Premises or install any permanently affixed floor coverings in the Premises or cut or drill into or in any way deface any exterior wall of the Premises without in each case obtaining the prior written consent of Landlord.

Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Buildings or any public corridors or elevators therein by bringing in or removing any large or heavy articles and Landlord may direct and control the location of safes, files, and all other heavy articles and, if considered necessary by Landlord, require supplementary supports at Tenant's expense of such material and dimensions necessary to properly distribute the weight.

10. Additional Locks. Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Upon termination of this lease or termination of Tenant's possession, Tenant shall surrender all keys to the Demised Premises.

11. Communications or Utility Connections. If Tenant desires signal, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the approval of Landlord, and then only under the direction of Landlord and at Tenant's expense. Tenant shall not install in the Demised Premises any equipment which requires a substantial amount of electrical current without the advance written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Demised Premises, taking into account the capacity of the electric wiring in the building, and shall not in any event connect a greater load than which is safe.

Tenant shall not operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the building or elsewhere and/or cause disturbing noises or vibrations. Tenant shall not use any illumination or power for the operation of any equipment or device other than electricity.

12. Pest Control. Tenant must keep the Premises free from pests, insects and rodents by using a professional pest exterminating contractor when needed, at Tenant's expense.

13. Restrooms. The restrooms, toilets, urinals, vanities and the other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever other than for which they were constructed shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant who, or whose employees or invitees, shall have caused it.

14. Solicitation. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Buildings and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein and specific authority granted in the lease agreement. Tenant and its employees and agents may not solicit business in the Common Areas and may not distribute handbills or other advertising matter in the Common Areas.

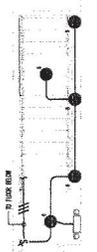
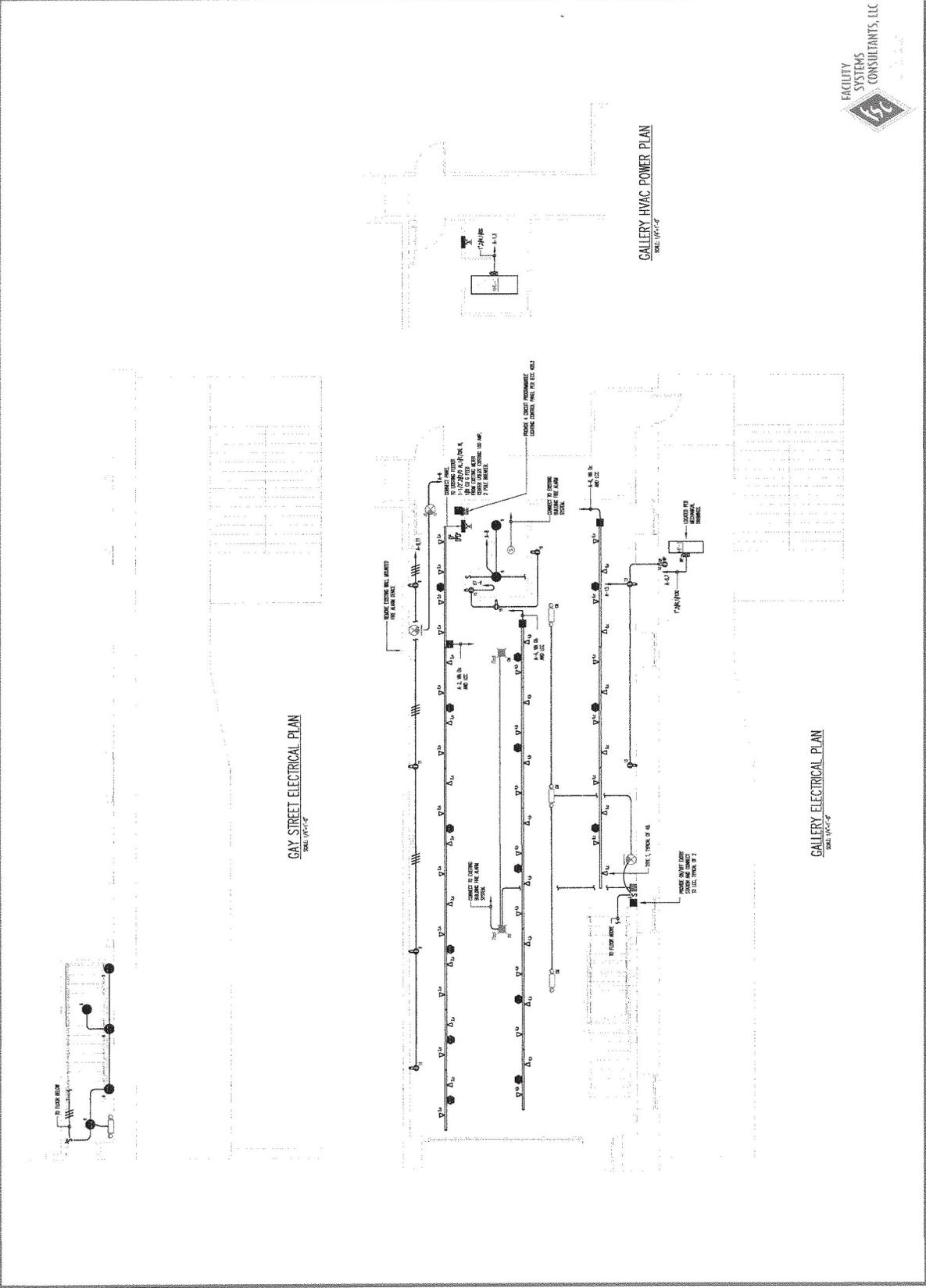
15. Energy Conservation. Tenant shall not waste electricity, water, heat or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the building's heating and air conditioning.
16. Intoxication. Landlord reserves the right to exclude or expel from the Buildings any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the building.
17. Nuisances and Certain Other Prohibited Uses. Tenant shall not:
  - (a) engage in any mechanical business, utilize any article or thing, or engage in any service in or about the Premises or building, except those ordinarily embraced within the permitted use of the Premises set forth in the Lease;
  - (b) use the Demised Premises for housing, lodging, or sleeping purposes;
  - (c) create excessive noise;
  - (d) bring or permit to be in the Buildings any bicycle or other vehicle, or dog (except in the company of a blind person) or other animal or bird;
  - (e) cause or permit any noxious or offensive colors, fumes, gases, smoke, dust, steam or vapors; or
  - (f) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Buildings.
18. Waiver of Rules & Regulations. Landlord reserves the right to amend or waive any of the foregoing rules or regulations at any time when, in its judgment, it is in the property's best interests and the Tenants' best interests. No such amendment or waiver of any rules and regulation in favor of one Tenant operates as an alteration or waiver in favor of any other Tenant. Landlord is not responsible to any Tenant for the non-observance or violation by any other tenant of any of these rules and regulations at any time.



Date: 10/1/2021  
 File Name: 2021-100  
 Project No: 2021-100  
 Drawing Title: ELECTRICAL PLAN  
 Revision:

An Expansion For:  
 Emporium Gallery  
 110 S Gay Street  
 Knoxville, Tennessee 37902

Sheet No: **e1.1**



GAY STREET ELECTRICAL PLAN  
 SCALE: 1/8"=1'-0"

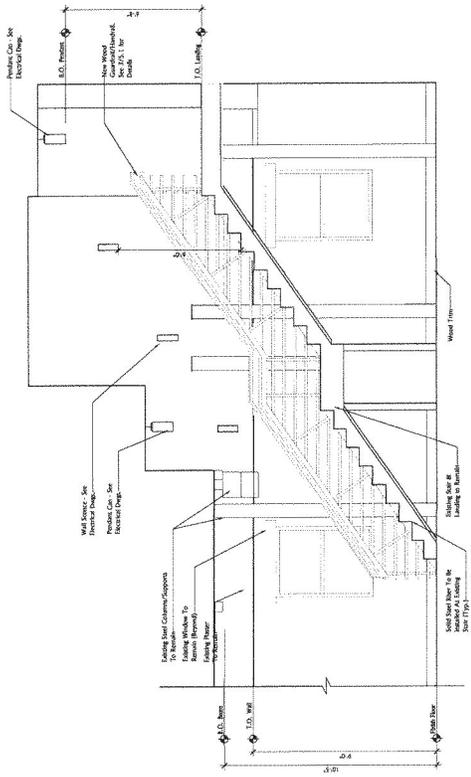
GALLERY HVAC POWER PLAN  
 SCALE: 1/8"=1'-0"

GALLERY ELECTRICAL PLAN  
 SCALE: 1/8"=1'-0"

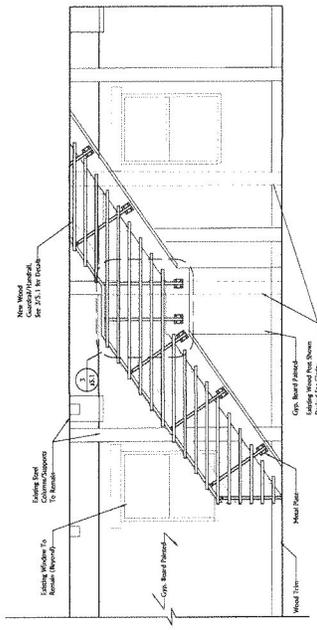




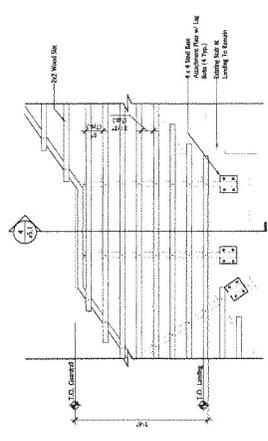




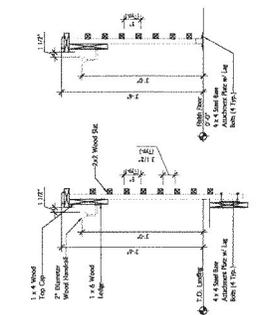
**1 STAIR SECTION ELEVATION**  
SCALE: 3/8" = 1'-0"  
a5.1



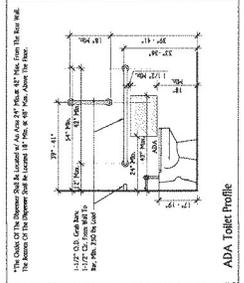
**2 STAIR ELEVATION**  
SCALE: 3/8" = 1'-0"  
a5.1



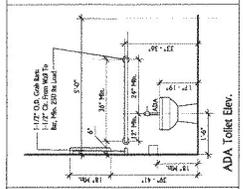
**3 ENLARGED GUARDRAIL/HANDRAIL DETAIL**  
SCALE: 3/4" = 1'-0"  
a5.1



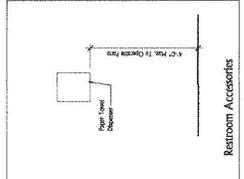
**4 GUARDRAIL/HANDRAIL DETAIL**  
SCALE: 3/4" = 1'-0"  
a5.1



**ADA Toilet Profile**



**ADA Toilet Elevation**



**Restroom Accessories**

**5 TYPICAL ADA RESTROOM DETAILS**  
SCALE: 1/8" = 1'-0"  
a5.1



**Door & Frame Schedule**

NO.	DESCRIPTION	UNIT	QUANTITY	MARKED	FINISH	FRAME TYPE	GLASS TYPE	GLASS THICKNESS	GLASS WEIGHT	GLASS AREA	GLASS WEIGHT	GLASS AREA	GLASS WEIGHT	GLASS AREA
1	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
2	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
3	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
4	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											

**Door Finish Legend/Abbreviations**

NO.	DESCRIPTION	UNIT	QUANTITY	MARKED	FINISH	FRAME TYPE	GLASS TYPE	GLASS THICKNESS	GLASS WEIGHT	GLASS AREA	GLASS WEIGHT	GLASS AREA	GLASS WEIGHT	GLASS AREA
1	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
2	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
3	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											
4	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER	LINEAR FEET	100											

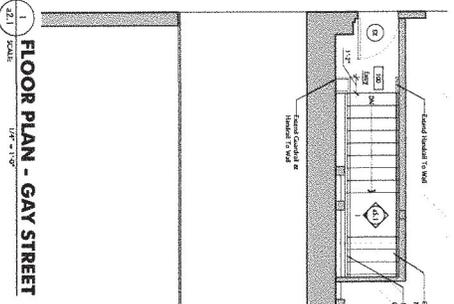
**Specific Designations**

1	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
2	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
3	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
4	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER

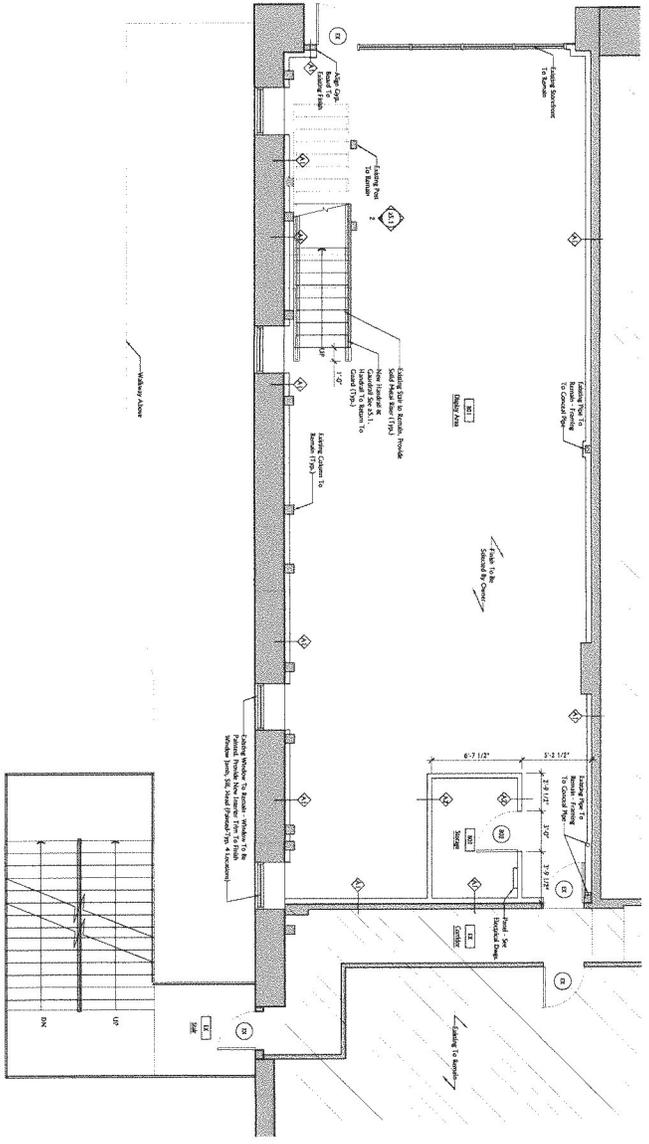
**Wall Legend**

1	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
2	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
3	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER
4	WOOD TRIM HANDED AT 1" TO 2" C/W 3/4" ON BOARD TO CONICAL EXTENDING SPRING, EXTEND TO 1/2" OVER

- Accessibility Improvements Per ICC A117.1:
- Existing Handrail to be replaced w/ New Handrail Designed Per ANSI
  - Existing Handrail Door Hardware to be Replaced w/ Lever Action Hardware
  - Existing Accessible Staircase Within Emporium to be Replaced with New And Handrail Grab Bars Per ANSI
  - Existing Accessible Staircase Within Emporium to be Replaced with New And Handrail Grab Bars Per ANSI
  - Existing Accessible Staircase Within Emporium to be Replaced with New And Handrail Grab Bars Per ANSI

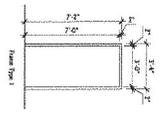


**1 FLOOR PLAN - GAY STREET**  
SCALE: 1/8" = 1'-0"

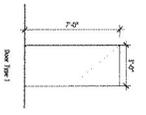


**2 FLOOR PLAN - LOWER LEVEL**  
SCALE: 1/8" = 1'-0"

**4 DOOR FRAME ELEVATIONS**  
SCALE: 1/8" = 1'-0"



**3 DOOR ELEVATIONS**  
SCALE: 1/8" = 1'-0"



**2.1**

An Expansion For:  
**Emporium Gallery**  
110 S Gay Street  
Knoxville, Tennessee 37902

Studio:  
Date: 3/21/2021  
P&P Name: ST Employee: JLI  
Project No.: 2021-80  
Drawing Title: Floor Plan



This report was prepared based on the information provided by the client. The manufacturer, please reference the code sheet for a complete list of applicable codes for this project.

### Building Design Summary

IBC: Hazard (Seismic, Torsion and Wind) and Warehouse (Hazard District) - Level 2 Addition	Code Reference: IBC (Chap 6)
Construction Classification: III-B Unreinforced	Code Reference: IBC (Chap 3)
Occupancy Classification: Area Of Work - (B) - Station (Local Assembly)	Code Reference: IBC (Chap 3)
Building Height & Area: Total building - Existing Permit Use A.3, B.3, B.3.2	Code Reference: IBC (Chap 3)
Area per story: Existing: 17,200 sq ft	Code Reference: IBC (Chap 3)
Area per story: Proposed: 17,200 sq ft	Code Reference: IBC (Chap 3)
Head No. of stories: Existing: 2	Code Reference: IBC (Chap 3)
Head No. of stories: Proposed: 2	Code Reference: IBC (Chap 3)
*Include Automatic Sprinkler System Protection Increase	Code Reference: IBC (Sec. 510.5.2)
Scale:	IBC 1104.1.0
Existing Code To Be Used:	IBC 1104.1.0
Permit:	
Not applicable for this project.	

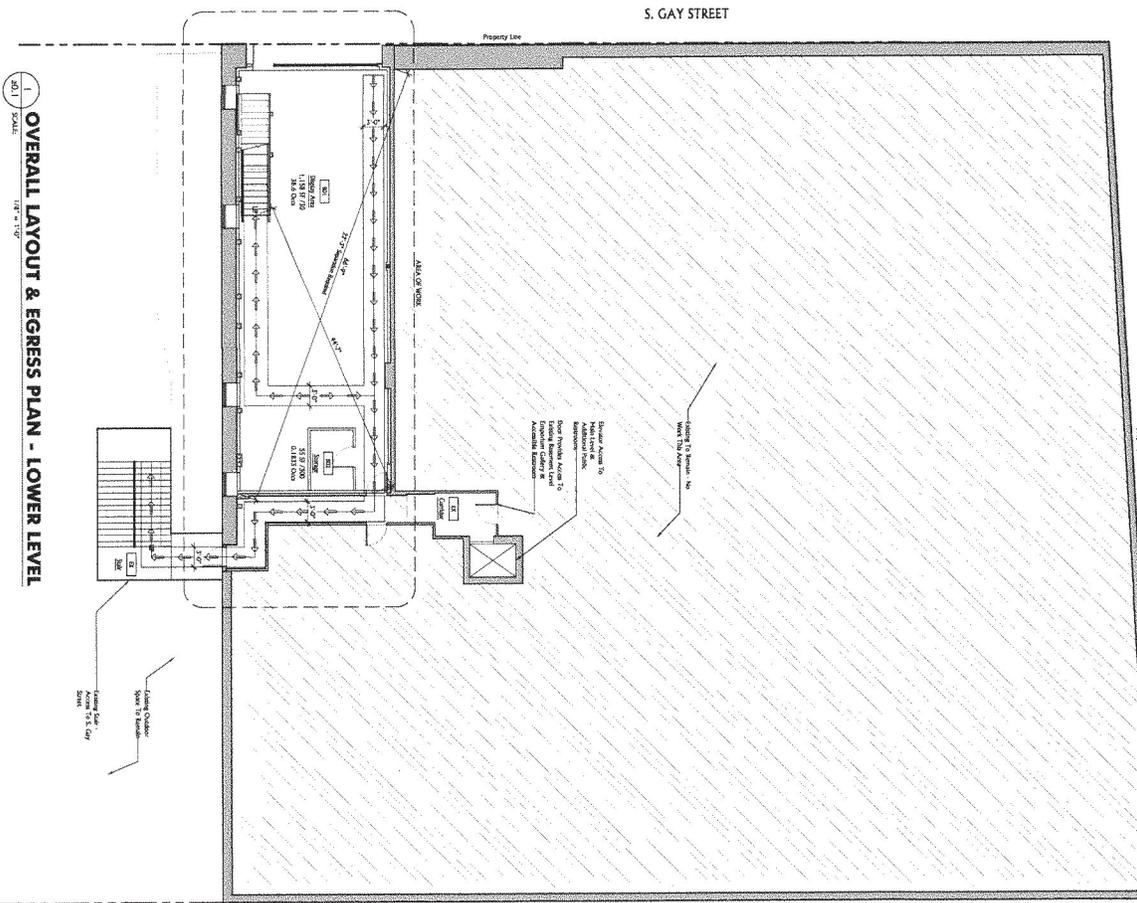
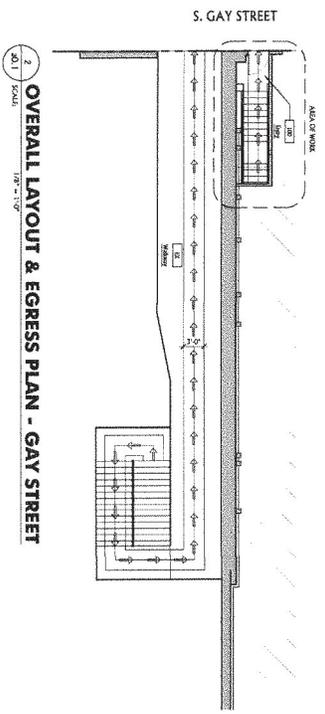
### Life Safety Information

Separate Occupancies:	Code Reference: IBC (Table 1024.4)
Any Existing Fire Separation To Be Maintained, No Additional Separation Required:	Code Reference: IBC (Table 1024.4)
Exit Requirements:	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 250'	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 44'	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 48'	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 27'-3"	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 44'-6"	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 32'	Code Reference: IBC (Table 1006.2.1)
Exit: Travel Distance to Exit: 35'	Code Reference: IBC (Table 1006.2.1)

### Occupancy Load Summary

Occupancy Load:	Assembly	Occupancy Load:	38.6	Code Reference:	IBC (Table 1006.2.1)
New Exhibit Gallery:	1,158 sq ft / 270	Occupancy Load:	0.1833	Code Reference:	IBC (Table 1006.2.1)
Accessory Storage:	55 sq ft / 30	Occupancy Load:	0.1833	Code Reference:	IBC (Table 1006.2.1)
Existing Emporium Gallery - Headed Mechanism:		Occupancy Load:	480	Code Reference:	IBC (Table 1006.2.1)
Occupancy Load Per Fire Retardant 2017:		Occupancy Load:	518.78 = 519 Total Persons	Code Reference:	IBC (Table 1006.2.1)
Total Occupancy Load:		Occupancy Load:		Code Reference:	IBC (Table 1006.2.1)
Permitted Persons Restricted Per A1-Gallery:		Occupancy Load:		Code Reference:	IBC (Table 1006.2.1)
Permitted Persons:	1/125 M, 1/165W	Occupancy Load:	314, 41W	Code Reference:	IBC (Table 1006.2.1)
Water Closet:	242, 24W	Occupancy Load:	242, 24W	Code Reference:	IBC (Table 1006.2.1)
Lobby:	1/200	Occupancy Load:	242, 24W	Code Reference:	IBC (Table 1006.2.1)

Note: Expansion To Allow Access To Remaining Features Within Existing Emporium Gallery Space.

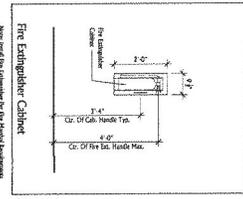


#### Occupancy Legend

Assembly (Assembly Occupancy)

Assembly (Assembly Occupancy)

- Assembly Improvement Per IBC 1002.7;
- Existing Handrail To Be Replaced w/ New Handrail Designed Per ANSI;
- Existing Handrail To Be Replaced w/ New Handrail To Be Replaced w/ Lever Action;
- Existing Accessible Staircase Within Expansion To Access New Vertical Egress To Remain Per IBC 1002.7;
- Existing Accessible Staircase Within Expansion To Remain Per IBC 1002.7;
- Existing Accessible Staircase Within Expansion To Remain Per IBC 1002.7;
- Existing Accessible Staircase Within Expansion To Remain Per IBC 1002.7;





**R2K**  
STUDIO, LLC  
110 S Gay Street  
Knoxville, TN 37902

Date: Jan. 1, 2021  
By: Admin: pf Emporium\_201  
Project No.: 2021-00

Drawing Title: Code & Egress

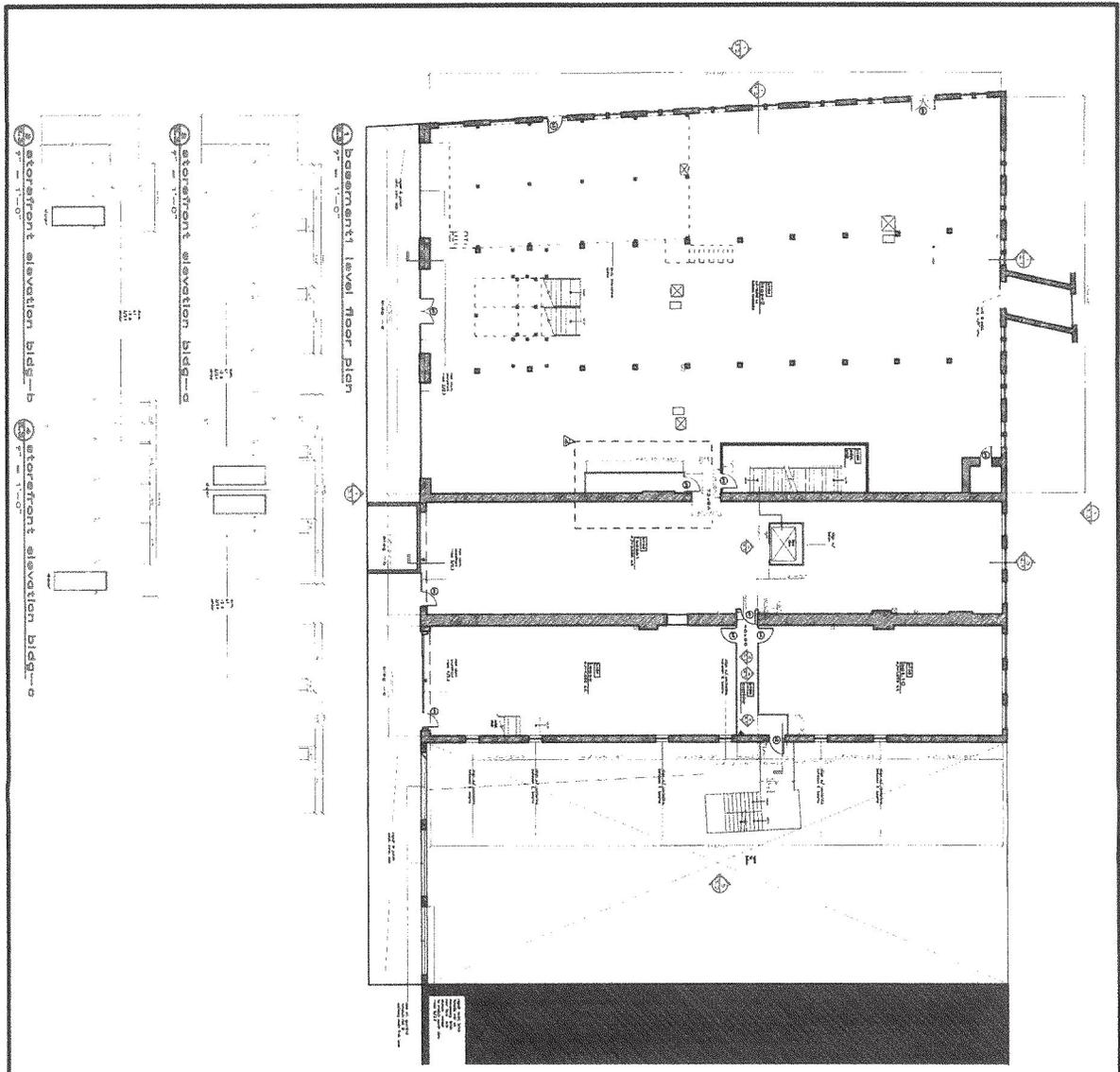
Sheet No.: 20.1

An Expansion For:  
**Emporium Gallery**  
110 S Gay Street  
Knoxville, Tennessee 37902









basement level floor plan

storefront elevation bldg-a

storefront elevation bldg-b

storefront elevation bldg-c

- Wall Types:**
- 1. existing masonry wall
  - 2. existing 2-hour fire-rated partition
  - 3. new masonry wall
  - 4. new 2-hour fire-rated partition
  - 5. new 1-hour fire-rated partition
  - 6. new 1/2-hour fire-rated partition
  - 7. new 1/4-hour fire-rated partition
  - 8. new 1/2-hour fire-rated partition
  - 9. new 1-hour fire-rated partition
  - 10. new 2-hour fire-rated partition
  - 11. new 3-hour fire-rated partition
  - 12. new 4-hour fire-rated partition
  - 13. new 5-hour fire-rated partition
  - 14. new 6-hour fire-rated partition
  - 15. new 8-hour fire-rated partition
  - 16. new 10-hour fire-rated partition
  - 17. new 12-hour fire-rated partition
  - 18. new 15-hour fire-rated partition
  - 19. new 20-hour fire-rated partition
  - 20. new 30-hour fire-rated partition
  - 21. new 40-hour fire-rated partition
  - 22. new 60-hour fire-rated partition
  - 23. new 90-hour fire-rated partition
  - 24. new 120-hour fire-rated partition
  - 25. new 180-hour fire-rated partition
  - 26. new 240-hour fire-rated partition
  - 27. new 360-hour fire-rated partition
  - 28. new 480-hour fire-rated partition
  - 29. new 720-hour fire-rated partition
  - 30. new 1440-hour fire-rated partition
- Sheet Notes:**
1. dimensions shown are for construction, not final finish
  2. all dimensions are in feet and inches
  3. all dimensions are rounded up
  4. all dimensions are rounded down
  5. all dimensions are rounded to the nearest 1/8"
  6. all dimensions are rounded to the nearest 1/4"
  7. all dimensions are rounded to the nearest 1/2"
  8. all dimensions are rounded to the nearest 1"
  9. all dimensions are rounded to the nearest 2"
  10. all dimensions are rounded to the nearest 4"
  11. all dimensions are rounded to the nearest 8"
  12. all dimensions are rounded to the nearest 16"
  13. all dimensions are rounded to the nearest 32"
  14. all dimensions are rounded to the nearest 64"
  15. all dimensions are rounded to the nearest 128"
  16. all dimensions are rounded to the nearest 256"
  17. all dimensions are rounded to the nearest 512"
  18. all dimensions are rounded to the nearest 1024"
  19. all dimensions are rounded to the nearest 2048"
  20. all dimensions are rounded to the nearest 4096"
  21. all dimensions are rounded to the nearest 8192"
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  72. all dimensions are rounded to the nearest 18446744073709551616"
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**CITY OF KNOXVILLE**  
LAW DEPARTMENT

Charles W. Swanson  
Law Director  
cswanson@knoxvilletn.gov

Ronald E. Mills  
Deputy Law Director  
rmills@knoxvilletn.gov

CITY COUNTY BUILDING  
400 MAIN STREET, SUITE 699  
P.O. BOX 1631  
KNOXVILLE, TENNESSEE 37901  
OFFICE: 865-215-2050 • FAX: 865-215-2643

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Christina Magráns-Tillery  
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George C. Shields II  
gshields@knoxvilletn.gov

July 3, 2023

Karim Boghani  
Boghani Properties, LLC  
708 Melford Lane  
Knoxville, TN 37934

**RE: City of Knoxville Agreement No. C-23-0216**

Dear Mr. Boghani:

Enclosed please find the Lease Agreement with the City of Knoxville for the lease of space within the Emporium Building located at 100 S. Gay Street and at 110 S. Gay Street at an annual rental cost not to exceed \$498,294.14 for the first year. The Knoxville City Council approved the execution of this Lease Agreement on June 27, 2023. If it meets with your approval, please execute it, initial each page where indicated, and return it to me along with the Certificate(s) of Insurance required by Section 11.7 of the Lease Agreement.

Please let me know if there are any questions.

Sincerely

*Christina Magráns*  
by *BC*  
Christina V. Magráns-Tillery  
Staff Attorney

:bc

Enclosure

cc: Chip Barry, Deputy Chief of Operations



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328	<b>CONTACT NAME:</b> Teresa Bowman <b>PHONE (A/C, No, Ext):</b> (865) 691-4847 <b>E-MAIL ADDRESS:</b> tbowman@tisins.com	<b>FAX (A/C, No):</b> (865) 694-4847
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Boghani Properties, LLC 708 Melford Ln Knoxville TN 37934	<b>INSURER A:</b> Travelers	<b>NAIC #</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 22/23 All Lines                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6308T446275TIL22	08/29/2022	08/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA8T44624A2214G	08/29/2022	08/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8T4467972214	08/29/2022	08/29/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 100 S Gay Street Knoxville, TN 37902

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/7/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY TIS Insurance Services, Inc. 1900 N. Winston Rd. Suite 100 Knoxville TN 37919		PHONE (A/C. No. Ext):	COMPANY Travelers 6640 Carothers Parkway, Suite 300 Franklin TN 37067	
FAX (A/C. No.):	E-MAIL ADDRESS: kthomas@tisins.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID#: 00055747		LOAN NUMBER		POLICY NUMBER Y6308T446275TIL22
INSURED Boghani Properties, LLC 708 Melford Ln Knoxville TN 37934		EFFECTIVE DATE 12/13/22	EXPIRATION DATE 8/29/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# 00006/Bldg# 00001 Condo/Commercial Building 100 S Gay Street Knoxville, TN 37902 See Attached Overflow Pages
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Replacement Cost, Special (Including theft)	20,000,000	5,000
Loss of Rents, Replacement Cost, Special (Including theft)	2,000,000	24
Earthquake, Replacement Cost, Earthquake	Included	50,000
Business Personal Property, Replacement Cost, Special (Including theft)	100,000	5,000

## REMARKS (Including Special Conditions)

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## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
--

## ADDITIONAL INTEREST

NAME AND ADDRESS  For Information Only	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE Kelly Thomas/TERBOW <i>R. Kelly Thomas Jr.</i>		



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
12/7/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY TIS Insurance Services, Inc. 1900 N. Winston Rd. Suite 100 Knoxville TN 37919		PHONE (A/C, No. Ext):		COMPANY Travelers 6640 Carothers Parkway, Suite 300 Franklin TN 37067	
FAX (A/C, No):		E-MAIL ADDRESS: kthomas@tisins.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID#: 00055747				LOAN NUMBER	
INSURED Boghani Properties, LLC 708 Melford Ln Knoxville TN 37934				POLICY NUMBER Y6308T446275TIL22	
		EFFECTIVE DATE 12/13/22		EXPIRATION DATE 8/29/2023	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc# 00006/Bldg# 00001 Condo/Commercial Building  
100 S Gay Street  
Knoxville, TN 37902  
See Attached Overflow Pages

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Replacement Cost, Special (Including theft)	20,000,000	5,000
Loss of Rents, Replacement Cost, Special (Including theft)	2,000,000	24
Earthquake, Replacement Cost, Earthquake	Included	50,000
Business Personal Property, Replacement Cost, Special (Including theft)	100,000	5,000

### REMARKS (Including Special Conditions)

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### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  For Information Only	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE Kelly Thomas/TERBOW <i>R. Kelly Thomas Jr.</i>		