

Fill in this information to identify the case:Debtor 1 AUTO MASTERS OF NASHVILLE, LLCDebtor 2
(Spouse, if filing) _____United States Bankruptcy Court for the: Middle District of TennesseeCase number 3:17-bk- 7036 Jointly Administered**Official Form 410****Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>JRB Properties, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>David W. Houston, IV, Burr & Forman LLP</u> Name <u>222 Second Ave. South, Suite 2000, Nashville,</u> Number Street <u>Nashville</u> <u>TN</u> <u>37201</u> City State ZIP Code Contact phone <u>615-724-3215</u> Contact email <u>dhouston@burr.com</u>	Where should payments to the creditor be sent? (if different) <u>JRB Properties, LLC c/o John R. Burch, Jr.</u> Name <u>3 Webster Lane</u> Number Street <u>Nashville</u> <u>TN</u> <u>37205</u> City State ZIP Code Contact phone <u>615-963-3824</u> Contact email <u>john@fcavp.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 10,582.64 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 6,140.89

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 2-12-2018
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name John R. Burch, Jr.
First name Middle name Last name

Title Chief Manager

Company JRB Properties, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3 Webster Lane
Number Street

Nashville TN 37205

City State ZIP Code

Contact phone 615-963-3824 Email john@fcavp.com

ADDENDUM TO PROOF OF CLAIM

Amounts due as of Petition Date 10/17/2017:

	Taxes	Rent
2017 Real Property Tax Stmt	\$6,140.89	
<u>October 2017</u>		<u>\$4,441.75</u>
	\$6,140.89	\$4,441.75

TOTAL \$10,582.64

This claim arises from Debtors' default of obligations under the lease between JRB Properties, LLC, as successor "Landlord" – Auto Masters of Nashville, LLC, as successor "Tenant" – 609 Thompson Lane, Nashville, Tennessee 37204 -- June 29, 1999 Lease Agreement, as heretofore extended, amended and assigned, collectively, the "Lease".

Attached hereto in support of the claim are the following documents:

1. Lease dated 6-29-1999 as extended, amended and assigned.
2. Landlord Notice to Tenant re: adjustment to base rent dated 7-20-2017.
3. 2017 Davidson County Property Tax Statement.
4. Check Returned re: October 2017 rent payment.

LEASE AGREEMENT

By and Between:

JRB Investments, L.L.C.
6137 Montcrest Drive
Nashville, Tennessee 37215

("LANDLORD")

and

Cameron Motors, Inc.
1902 Columbia Avenue
Franklin, Tennessee 37064

("TENANT")

Property:

609 Thompson Lane
Nashville, Tennessee 37204

THIS LEASE AGREEMENT (this "Agreement") made and entered into by and between JRB Investments, L.L.C., a Tennessee limited liability company (LANDLORD), and Cameron Motors, Inc., a Tennessee corporation (TENANT):

WITNESSETH:

1. **Premises.** For and in consideration of the rents, covenants and agreements herein LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD certain commercial property located at 609 Thompson Lane, Nashville, Tennessee, containing a commercial building and parking lot with all appurtenances thereto, which premises are more particularly described in Exhibit "A" attached hereto (the "Premises").

2. **Term.** (a) The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of July, 1999 (the "Commencement Date") and ending, unless sooner terminated or, as the case may be, extended as herein provided, on the 30th day of June, 2004 (The "Initial Term"). Each twelve (12) month period of the Term beginning on the Commencement Date, or the anniversary thereof, shall be referred to as a "Lease Year".

(b) So long as no event of default exists at the expiration of the Initial Term or any applicable Extension Term (as hereinafter defined), TENANT shall have the right and option to extend the Term of this Agreement for two (2) consecutive extension terms of three (3) Lease Years each (each such extended term being hereinafter individually called an "Extension Term"), with the first Extension Term to begin upon the expiration of the Initial Term and each subsequent Extension Term, if exercised by TENANT, to begin upon the expiration of the immediately preceding Extension Term. All of the terms, provisions and covenants of this Agreement shall apply to each Extension Term, and the execution of any additional documentation shall not be a requirement to the commencement of each such Extension Term. TENANT may exercise each such Extension Term option only by delivering to LANDLORD written notice of its (TENANT'S) election to exercise such option at least one hundred eighty (180) days prior to the expiration of the Initial or Extension Term then expiring. (The terms "Initial Term" and "Extension Terms" are, collectively, referred to herein as the "Term" and shall, in the aggregate, equal eleven (11) years.)

(c) Should TENANT hold over the Term hereby created with or without the consent of Landlord, TENANT shall become a tenant at will at one hundred twenty-five percent (125%) of the then current Base Rent then payable hereunder and otherwise upon the covenants and conditions in this Agreement contained (including, without limitation, the obligation to pay all items constituting Additional Rent), and shall continue to be

such tenant until thirty (30) days after either party serves upon the other written notice in the manner as herein provided.

3. **Rental.** (a) Subject to those increases as contemplated pursuant to Paragraph 3(c) below, and in addition to all other amounts payable by TENANT under this Agreement with respect to the Premises, TENANT shall, as "Base Rent" hereunder, pay to LANDLORD, at the office of LANDLORD or at such other place designated by LANDLORD, in immediately available lawful currency of the United States for the Initial Term and without notice, demand, deduction, abatement or set-off, the amount of One Hundred Eighty Thousand Dollars (\$180,000), in Sixty (60) monthly installments in advance commencing upon the Commencement Date on or before the first day of each calendar month of Three Thousand Dollars (\$3,000) each month. An amount equal to the greater of (i) Five Percent (5%) of the rental installment(s) outstanding or (ii) interest at the Formula Rate (as defined in T.C.A Section 47-14-102) may be added by LANDLORD, in its sole discretion, to the rental amount(s) past due unless the payment of the monthly rental installment is received by LANDLORD on or before the seventh (7th) day of the month(s) covered by said payment(s) of Rent (as including both Base Rent and any Additional Rent due hereunder).

(b) In addition to the Base Rents contemplated pursuant to Paragraph 3(a) above, TENANT shall also pay the following as additional rent ("Additional Rent") during the Term of this Agreement:

(i) All other amounts payable by TENANT hereunder including, without limitation, all premiums and other costs of maintaining in effect all insurance required pursuant to this Agreement, all property taxes and other taxes and assessments required to be paid by TENANT pursuant hereto, and all costs and expenses of operating, maintaining, repairing, and improving the entire Premises; and

(ii) In the event that TENANT fails to timely perform any of its obligations under this Agreement or timely pay any payment owed to or on behalf of LANDLORD under this Agreement and such failure continues beyond the applicable notice and cure provisions of this Agreement, LANDLORD may, at its sole option, without waiving any other right or remedy that LANDLORD may have hereunder, in law or at equity, perform such obligation or pay such payment on behalf of TENANT, and the cost of such performance and/or the amount of such payment, plus interest at the maximum rate permitted by applicable law, shall be immediately due and payable by TENANT to LANDLORD as Additional Rent upon demand.

(c) Commencing at the beginning of the fourth (4th) Lease Year of the Term -- i.e., July 1, 2003, the annual Base Rent shall be adjusted to an amount which is the sum of: (i) the annual Base Rent for the Lease Year immediately preceding such adjustment plus (ii) an amount equal to the product of: (a) the annual Base Rent for the Lease Year immediately preceding such adjustment multiplied by (b) the aggregate percentage by which the "CPI" (as defined below) has increased, if it has, between July 1, 1999 and July 1, 2002. Thereafter, commencing at the beginning of the fifth (5th) Lease Year of the Term -- i.e., July 1, 2003, the annual Base Rent shall be similarly adjusted after each Lease Year during the remainder of the Term (including each of the Lease Years of each Extension Term, if and as exercised by TENANT), so that commencing at the beginning of each Lease Year following the last such adjustment, the annual Base Rent shall be adjusted to an amount which is the sum of: (i) the annual Basic Rent for the Lease Year immediately preceding such adjustment plus (ii) an amount equal to the product of: (a) the annual Base Rent for the Lease Year immediately preceding such adjustment multiplied by (b) the "CPI" last published prior to the commencement of the Lease Year in question as increased. Notwithstanding the foregoing, in no event shall the annual Base Rent payable by TENANT hereunder during any Lease Year of the Term be lower than the annual Base Rent paid by TENANT for the immediately preceding Lease Year.

For purposes hereof, the "CPI" shall be deemed to mean the index currently published by the United States Bureau of Labor Statistics and entitled as the "Consumer Price Index For All Urban Consumers, U.S. City Average, All Items (1982-84 = 100)". In the event that the CPI shall hereafter be converted

to a different standard of reference base or otherwise revised, the determination of the amount of the adjustment for the annual Basic Rent as provided above, after such conversion or revision, shall be made with use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics (or any successor thereto), or, if said Bureau shall not publish the same, then the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc. or any successor thereto, or failing such publication, by any other nationally recognized publisher of statistical information reasonably acceptable to both Lessor and Lessee.

4. **Net Lease; No Services.** This Agreement is intended to be, and shall be construed as, an absolutely net lease, whereby under all circumstances and conditions (whether now or hereafter existing or within the contemplation of the parties) the Rentals payable to LANDLORD shall be completely net return to LANDLORD throughout the Term of this Agreement, and TENANT shall pay, and shall indemnify, defend and hold harmless LANDLORD from and against any and all claims, losses, damages, expenses, costs, liabilities, obligations and charges whatsoever (including, without limitation, reasonable attorneys' fees) which shall arise or be incurred, or shall become due, during the term of this Agreement, with respect to or in connection with, the Premises and/or the ownership, leasing, operation, management, maintenance, repair, rebuilding, use or occupation thereof, or any portion thereof. LANDLORD shall not be required to provide any services or do any act in connection with the Premises following the Commencement Date of this Agreement, and the Base Rent and Additional Rent payable under this Agreement shall be paid to LANDLORD without any claim on the part of TENANT for diminution or abatement; the fact that TENANT'S use and occupancy of the Premises shall be disturbed or prevented by any cause whatsoever (other than a violation of LANDLORD'S covenant for the benefit of the TENANT of quiet enjoyment thereto, which results in TENANT being ejected from, or dispossessed of possession of, the Premises) shall not in any way suspend, abate or reduce the Base Rent and Additional Rent to be paid under this Agreement, or otherwise affect TENANT'S obligations under this Agreement.

5. **Use of Premises.** The Premises shall be used and occupied by TENANT solely for the sale and lease by Tenant of used automobiles, trucks and vans subject to the conditions herein contained. TENANT shall not change the use or occupancy of the Premises without the prior written approval of LANDLORD, which approval will not be unreasonably withheld. Notwithstanding the foregoing, LANDLORD shall have no obligation to consent to a proposed change of the use or occupancy if, in the discretion of Landlord, such proposed new use or occupancy may or would subject LANDLORD, its members, or any of their respective affiliates to any possible claims for a breach of any covenant not to compete to which they may be a party, or of any similar covenant or agreement.

6. **Restrictions on Use.** In no event shall the Premises be used or occupied by TENANT in any manner contrary to any law, ordinances, regulations or rules of any federal, state or local governmental body, agency or otherwise having jurisdiction over the Premises. Nor shall the Premises be used in violation of any instruments, encumbrances, restrictions or otherwise of record, subject to all of which TENANT leases the Premises hereunder. Further, in no event shall TENANT use, occupy or permit the Premises or any part thereof to be used or occupied for any business, use or purpose deemed by LANDLORD to be disreputable, disorderly or extra-hazardous, or in such manner as to constitute a nuisance of any kind including, without limitation, the following: an abortion clinic, drug rehabilitation, "adult" entertainment, or any other type of activity detrimental to the quality of the neighborhood in which the Premises are located or to LANDLORD's reputation. Further, TENANT will not, at any time, use or occupy the Premises in violation of its insurance contract(s).

7. **Environmental Matters.** TENANT shall not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises, by its agents, employees, contractors, or invitees, except for such Hazardous Substances which are kept, stored and disposed of in a manner that complies with Applicable Environmental Laws and necessary to TENANT'S business operations upon the Premises. Further, TENANT shall not commit or suffer any unlawful act which could result in the imposition of a lien or charges against the Premises.

If TENANT shall breach its obligations as stated in the preceding covenant, or if the presence of Hazardous Substances in or on the Premises which is caused or permitted to be placed or remain thereon by TENANT during the Term hereof results in any contamination of the Premises, or if the Premises shall otherwise be contaminated by Hazardous Substances as a result of the negligent or intentional act(s) or omission(s) by TENANT, or its agents, employees, representatives, invitees, guests, contractors or others entering upon the Premises with permission of TENANT, then, in any such event, TENANT shall indemnify and hold LANDLORD harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in the value of the Premises which can be established with reasonable certainty, attorney's fees, and fees for the employment of any environmental expert or consultant as a result of any such contamination, which arise during or after the Term as a result of any such breach by TENANT or any contamination caused or permitted by TENANT. This indemnification of LANDLORD by TENANT further includes, without limitation, all costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remediation, removal, or restoration work required or approved by any federal, state or local governmental authority because of any Hazardous Substance being present in or on the Premises or in the soil, ground water or soil vapor on, under or about the Premises and any adjoining property as a result of any breach by TENANT of its obligations hereunder or any contamination caused or permitted by TENANT. For purposes of this Section 7, the following terms shall have the indicated meanings, unless the context or use indicates another or different meaning: "Applicable Environmental Laws" shall mean all federal, state, foreign and local statutory laws, rules or regulations, agreements with governments, court orders, administrative orders and case law pertaining to the health or the environment, or petroleum products or hazardous substances and all amendments, modifications and additions thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substances Control Act; and "Hazardous Substances" shall mean pollutants, contaminants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any Applicable Environmental Law.

8. **Utilities.** TENANT agrees to pay all charges for all utilities used, rendered or supplied upon or in connection with the Premises. TENANT shall make application for and arrange for and pay or cause to be paid all charges for electricity, gas, water, telephone and any other utility services used, rendered or supplied upon or in connection with the Premises and shall indemnify and save harmless LANDLORD against any liability or charges on account thereof. LANDLORD shall not be liable to Lessee for any damage should any utility service be interrupted because of repairs, renewals, improvements, alterations, strikes, lockouts, accidents, or any other cause, save and except interruptions caused by the gross negligence or wilful and intentional act(s) of LANDLORD. Any such interruption of service shall never be deemed an eviction or disturbance of TENANT's use and possession of the Premises or any part thereof, or relieve TENANT from performance of TENANT'S obligations under this Agreement.

9. **Premises Condition and Quiet Enjoyment.** TENANT represents that, prior to entering into this Agreement, it has inspected the Premises, including all improvements thereon, to its satisfaction, and TENANT agrees to rely solely on the results of its own investigation of the Premises in entering into this Agreement. As such, the Premises are leased to TENANT on an "AS IS" basis and with all faults and conditions. TENANT expressly acknowledges that, in consideration of the agreements of LANDLORD herein, and except as otherwise specified herein, LANDLORD makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, tenantability or fitness for a particular purpose, in respect of the Premises, in part or in whole. After the Commencement Date, if TENANT shall faithfully fulfill, keep and maintain the payments, covenants and agreements expressed herein by it, LANDLORD covenants with TENANT that TENANT shall, subject to the terms and conditions of this Agreement, be entitled to quiet and peaceable possession of the Premises throughout the Term of this Agreement.

10. **Alterations and Improvements.** Subject to the condition that TENANT shall allow no mechanic's, materialman's or other lien of any nature to be placed against the Premises, TENANT shall have the right, at its sole costs and expense, and subject to LANDLORD's prior written approval, not to be unreasonably withheld, to improve, renovate and alter the Premises in connection with its business operations for the permitted use contemplated hereunder. All alterations, additions, replacements, and improvements made to or upon the Premises shall be deemed, when made, to immediately become part of the Premises and shall become the property of LANDLORD; provided, however, that trade fixtures, machinery, and equipment that are installed by TENANT and removable without materially injuring the Premises shall remain the property of TENANT if removed within fifteen (15) days of the termination of the Term of this Agreement. TENANT shall pay for all damage to the Premises from such removal. TENANT also, subject to LANDLORD'S prior written approval (which approval shall not be unreasonably withheld), shall have the right to install and display such signage on the Premises as is permissible under applicable law and regulations. Should TENANT make any changes or alterations involving structural additions or alterations to the Premises without the prior written consent of LANDLORD, LANDLORD reserves the right to require TENANT to, and TENANT, if so requested by LANDLORD shall, restore the Premises to its prior condition at the sole cost and expense of TENANT. No consent by the LANDLORD to any alterations, improvements, repairs or otherwise as may be proposed by TENANT shall be deemed to make TENANT an agent of LANDLORD for any purpose or be deemed a consent by LANDLORD to any subsequent proposed alterations, improvements, replacements or renovations to the Premises.

11. **Assignment and Subletting.** TENANT shall not assign, transfer, mortgage or otherwise encumber this Agreement or its interest(s) in the Premises, in part or in whole. TENANT may, however, sublet the Premises, but only in its entirety, and only with the prior written consent of LANDLORD, which consent shall not be unreasonably withheld by LANDLORD. Any subletting transaction consented to by LANDLORD shall not release TENANT of its obligations as primary tenant hereunder. For purposes of this Agreement, if TENANT, at any time during the Term of this Agreement, is a corporation, a limited liability company, or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, limited liability company, unincorporated association or partnership in excess of forty-nine percent (49%) shall constitute an assignment hereunder requiring LANDLORD's approval. Any attempted assignment, subletting or other conveyance of TENANT's interests in this Agreement or in the Premises in derivation of the provisions hereof shall be deemed void ab initio and of no effect.

12. **Good Order and Repair.** TENANT shall keep and maintain the Premises, including, without limitation, the roof and ceilings, exterior and interior walls, foundation, air and heating systems, all glass, electrical, lighting and plumbing systems, parking areas, yard areas, underground and above ground water and sewage pipes, and all other fixtures and appurtenances in good order and condition throughout the Term of this Agreement. TENANT shall immediately notify LANDLORD of any substantial damage to the Premises or to any improvements thereon, and TENANT shall immediately repair and restore all damages. If TENANT fails to make such repairs, LANDLORD may, but shall not be required to, make the repairs and all costs and expenses incurred shall be reimbursed to LANDLORD in full by the TENANT together with interest at the maximum rate permitted by law. TENANT shall promptly pay for all work and materials used for repairs and shall not suffer or permit any lien to attach to the Premises for such repairs. In no event shall LANDLORD be liable to TENANT for any damage to the Premises or to any property of TENANT, its employees, representatives, agents, or invitees resulting from any cause, except as may be the result of the grossly negligent act or intentional misconduct of LANDLORD. Upon the expiration or sooner termination of this Agreement, TENANT shall surrender and deliver up the Premises in as good order and condition as at the Commencement Date of the Term hereof, ordinary wear and tear excepted.

13. **Hazard Insurance.** (a) During the Term, TENANT shall at all times keep the Premises and TENANT's personal property, insured with the kinds and amounts of insurance described below. This insurance shall be written by companies authorized to do insurance business in the state in which the Premises are located. The

policies on the Premises, including TENANT'S alterations, and TENANT's personal property, shall insure against the following risks:

(i) Loss or damage coverage for all risks of physical loss perils at least as broad as contained in the Insurance Services Office Special Cause of Loss form CP 1030, all in an amount, subject to TENANT'S rights to carry a reasonable deductible on such policy or policies, of not less than one hundred percent (100%) of the then Full Replacement Cost thereof (as defined below) with a replacement cost endorsement sufficient to prevent TENANT from becoming a co-insurer together with an agreed value endorsement;

(ii) Claims for personal injury or property damage under a policy of comprehensive general public liability insurance including but not limited to insurance against assumed or contractual liability including any indemnities under this Agreement with amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate in respect of bodily injury and death, and One Million Dollars (\$1,000,000) for property damage;

(iii) If TENANT shall engage or cause to be engaged any contractor to perform work on the Premises, TENANT shall require such contractor to carry and maintain, at no expense to LANDLORD, non-deductible comprehensive general liability insurance, including but not limited to contractor's liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protection liability coverage in such amounts and with such companies as LANDLORD shall reasonably approve;

(iv) At no expense to LANDLORD, worker's compensation insurance coverage in such amounts as TENANT may elect, but in no event less than applicable statutorily required amounts; and

(v) Business interruption insurance.

(b) The term "Full Replacement Cost" as used herein, shall mean the actual replacement cost thereof from time to time, including, as applicable, increased cost of construction endorsement, less exclusions provided in the normal fire insurance policy. In the event either LANDLORD or TENANT believes that the Full Replacement Cost on the Premises has increased or decreased at any time during the Term, it shall have the right to have such Full Replacement Cost redetermined by the fire insurance company which is then providing the largest amount of fire insurance carried on the Premises, hereinafter referred to as the "impartial appraiser". The party desiring to have the Full Replacement Cost so redetermined shall forthwith, on receipt of such determination by such impartial appraiser, give written notice thereof to the other party hereto. The determination of such impartial appraiser shall be final and binding on the parties hereto, and the party responsible for such insurance shall forthwith increase, or may decrease, the amount of the insurance carried pursuant to this Agreement, as the case may be, to the amount so determined by the impartial appraiser. The party requesting the subject determination shall pay the fee, if any, of the impartial appraiser. TENANT agrees to notify LANDLORD and its insurers in the event TENANT undertakes material modifications or alterations to the Premises which may affect the replacement cost valuation of the same.

(c) Throughout the term of this Agreement and for so long as TENANT remains in possession of the Premises, TENANT shall keep and maintain in full force and effect the insurance coverages contemplated hereby. LANDLORD shall be named as an additional insured in said policies and be entitled to advance notices from the insurer including notices of cancellation for non-payment of premium or any other reason. Evidence of renewal of coverages shall be provided LANDLORD at least twenty (20) days in advance of the expiration of any policy. Further, TENANT agrees that each insurer shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to LANDLORD, that it will give to LANDLORD thirty (30) days' written notice before the policy or policies in question shall be altered, allowed to expire or canceled. Otherwise, TENANT shall not do or permit to be done in or upon the Premises any act which could vitiate the insurance coverages.

14. **Waiver of Subrogation.** LANDLORD and TENANT do hereby waive and relinquish any and all rights which each of them might have against the other party on account of any claim for damages resulting from a loss to property owned by either party and alleged to be caused by the negligence or act of either party or their respective employees, agents or servants and occurring in, upon or near the Premises. All insurance policies carried by TENANT covering the Premises, including TENANT'S alterations and/or personal property, equipment and so forth, including without limitation, contents, fire and casualty insurance, shall expressly waive any right of subrogation on the part of the insurer against LANDLORD. The parties hereto agree that their policies enforce with respect to the Premises will include such a waiver clause or endorsement so long as the same is obtainable without extra cost or at a commercially reasonable cost, and in the event of such an extra charge which one party refuses to pay the other party, at its election, may pay the same, but shall not be obligated to do so.

15. **Landlord's Right of Entry.** LANDLORD and LANDLORD's duly authorized agents and representatives shall have the right to enter into and upon the Premises or any part thereof during regular business hours for the purpose of inspecting the Premises, for making such repairs or alterations as LANDLORD may, but without any obligation to do so given TENANT'S covenants hereunder, deem necessary, and/or for other reasonable purposes. LANDLORD shall not exercise rights under this provision in such a manner as to unreasonably interfere with or impede the use of the Premises by the TENANT. In the event of an emergency situation with respect to the Premises as determined by LANDLORD in its sole, yet reasonable, discretion, LANDLORD may enter the Premises at times outside regular business hours to rectify, repair or otherwise remediate such emergency circumstance(s). Further, during the last six (6) months of the Term of this Agreement, LANDLORD may also enter the Premises for purposes of showing the same, or any part thereof, to one or more prospective future tenants or occupants.

16. **Damage or Destruction.** In the event of partial damage to the Premises, or any part thereof, by fire or other casualty, TENANT shall, at its own expense, including with the use of proceeds from insurance coverage required to be carried by it hereunder, diligently and as soon as practicable after such damage occurs, repair and restore the Premises to substantially the same condition in which they existed prior to such damage. If, during the Term of this Agreement, the Premises shall be so damaged by fire or other casualty as to be untenable, LANDLORD may, upon written notice given not later than forty-five (45) days after said fire or other casualty, terminate this Agreement, in which case the rent shall be apportioned and paid to the date of said fire or other casualty and the insurance proceeds paid to LANDLORD. Unless LANDLORD exercises its termination right, TENANT shall restore the Premises to substantially the same condition in which they existed prior to such destruction or damage, provided LANDLORD waives and relinquishes any right to recover or retain that portion of the insurance proceeds necessary for such restoration. In no event shall rent abate during a partial or complete destruction of the Premises.

17. **Condemnation.** If the whole or any part of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase under threat of condemnation, and such taking materially and adversely affects the use of the Premises by TENANT as reasonably determined upon mutual agreement of the parties, this Agreement may, at the option of either party, be terminated as of the date of the taking. If a partial taking does not render the Premises unusable for TENANT's business purposes, the Agreement shall not terminate, and the parties shall negotiate in good faith to make an equitable adjustment of the rental based on the effect to TENANT's use of the Premises. In any event, all compensation awarded or paid upon a total or partial taking shall belong to and be the property of LANDLORD without any participation by TENANT. Provided however, this shall not be construed to preclude TENANT from separately prosecuting any claim directly against the condemning authority for loss of business, depreciation, damage, cost of removal and/or the value of trade fixtures, furniture and other personal property belonging to TENANT and all other claims of TENANT provided such shall not diminish or otherwise adversely affect the award to LANDLORD. Notwithstanding the foregoing, if the Premises shall be taken or condemned by any governmental authority for only a temporary use or

occupancy, this Agreement shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this Section.

18. **Estoppel Certificate.** TENANT agrees, at any time and from time to time during the Term hereof, upon not less than five (5) days prior written notice by LANDLORD, to execute, acknowledge and deliver to LANDLORD a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modification); (b) stating the dates to which the rent and any other charges hereunder have been paid by TENANT; (c) stating whether or not to the best knowledge of TENANT, LANDLORD is in default in the performance of any covenant, agreement or condition contained in this Agreement, and if so, specifying each such default of which TENANT may have knowledge; and (d) stating the address to which notices to TENANT should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner, prospective purchaser, mortgagee or prospective mortgagee or any prospective assignee of a mortgagee.

19. **Taxes.** (a) TENANT shall be responsible for and pay all property taxes, assessments and charges levied by any governmental authority against the Premises (the "Taxes"). Upon receipt of the applicable bill(s) or statement(s) for such Taxes in any given Lease Year, LANDLORD will, before same become delinquent and subject to LANDLORD's rights to contest such alleged tax amounts (or, as applicable the assessed value of the Premises), pay such Taxes to the taxing authority or authorities as they become due and provide evidence of payment thereof to TENANT. Thereafter, TENANT shall immediately reimburse LANDLORD in full for any and all such payments of Taxes made by LANDLORD with regard to the Premises within ten (10) days of TENANT'S receipt of a paid receipt or other evidence of payment of such Taxes, in part or in whole, from LANDLORD.

(b) Taxes for the first and last calendar years during the Term of this Agreement will be prorated between LANDLORD and TENANT, with LANDLORD being responsible for the taxes and assessments attributable to the period prior to and for the period subsequent to the Term of this Agreement. Upon paying Taxes attributable to the first calendar year during which this Lease is in effect, LANDLORD, as contemplated hereinabove, shall deliver to TENANT a paid receipt or other evidence of payment of such taxes, together with a computation showing the portion thereof that is proposed by TENANT to be reimbursed by LANDLORD. LANDLORD shall reimburse TENANT for the portion of such Taxes for which LANDLORD is responsible within ten (10) days of its receipt and confirmation with TENANT of such receipt and computation. LANDLORD shall pay such Taxes for the last calendar year during which this Lease is in effect and TENANT shall reimburse LANDLORD for its share thereof within ten (10) days after LANDLORD notifies TENANT that such Taxes have been paid and provides TENANT with a copy of the paid receipt or other evidence of payment of such taxes. The obligations of TENANT pertaining to Taxes payable by it for the last Lease Year of the Term shall survive the termination of this Agreement.

20. **Default.** (a) Any of the following shall constitute defaults under this Agreement:

(i) Failure by TENANT to pay any installment of the fixed rent or any other charges at the time the same are due and payable and the same have not been paid within seven (7) days after written demand; or

(ii) TENANT shall violate or fail or neglect to keep or perform any of the terms, representations, covenants, conditions or agreements herein contained (other than the payment of rent and other charges) and the same is not cured or corrected within thirty (30) days after written notice; or

(iii) If the Premises shall become vacant or deserted; or

(iv) TENANT shall make an assignment of assets for benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent and an involuntary petition is not dismissed and vacated within sixty (60) days of the filing.

(b) Upon an uncured default by TENANT, then in each and every such event, at the option of LANDLORD, TENANT's right of possession shall cease and terminate and LANDLORD shall be entitled to possession of the Premises and to re-enter the same and to expel or remove TENANT or any other person who may be occupying said Premises and any personal property or trade fixtures located therein. Demand of possession, notice to quit or of intention to re-enter is hereby expressly waived by TENANT.

(c) In the event of a re-entry by process of law or otherwise, TENANT agrees and shall remain liable for any and all damage, deficiency and loss of rent which LANDLORD may sustain by such re-entry, and in such case LANDLORD reserves full power to re-let the Premises for the benefit of TENANT in liquidation and discharge in whole or in part, as the case may be, by the liability of TENANT and the terms and provisions of this Agreement.

(d) If TENANT becomes the subject debtor under the Federal Bankruptcy Code, LANDLORD's right to terminate this Agreement may be subject to applicable rights (if any) of a trustee in bankruptcy to assume or assign this Agreement as may then be provided for in the Bankruptcy Code. However, the trustee in bankruptcy must give to LANDLORD proper written notice of the trustee's assumption or rejection of this Agreement within thirty (30) days after the date of the trustee's appointment, it being understood that failure of the trustee to give notice of such assumption within said thirty (30) day period shall conclusively and irrevocably constitute the trustee's rejection of this Agreement and waiver of any rights of the trustee to assume or assign this Agreement. Further, the said trustee shall not have the right to assume or assign this Agreement unless said trustee fully cures all defaults, compensates LANDLORD for all monetary damages incurred as a result of the default and provides reasonable and adequate assurance of future performance.

(e) LANDLORD may elect, but shall not be obligated to, comply with any condition, agreement, or term required hereby to be performed by TENANT, and LANDLORD shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by LANDLORD shall not be deemed to waive or release the default of TENANT or the right of LANDLORD to take any action as may be otherwise permissible hereunder in the case of any default. TENANT shall pay LANDLORD, on demand, as Additional Rent, a sum equal to the amounts expended by LANDLORD pursuant to this paragraph plus interest thereon at the maximum contract rate permitted by law.

(f) LANDLORD's pursuit of any remedy herein provided shall not preclude pursuit of any other remedy provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LANDLORD hereunder or of any damages accruing to LANDLORD by reason of violation by TENANT of any of the terms, conditions, covenants or agreements of this Agreement. In addition to all of the foregoing and upon default by TENANT, at LANDLORD's option, the entire amount of the rent then remaining to be paid under this Agreement shall become due and payable as damages hereunder.

(g) The subsequent acceptance of rentals hereunder by LANDLORD shall not be deemed, in part or in whole, a waiver of any prior breach of any obligation hereunder by Lessee. LANDLORD'S waiver of any breach by TENANT of any covenant or condition of this Agreement must be in writing to be effective. Any such waiver shall not constitute a waiver of any other breach, whether prior or subsequent thereto, regardless of knowledge thereof.

21. **Limitation on Landlord's Liability.** Notwithstanding anything to the contrary herein set forth, TENANT does hereby agree to look solely to, and to recover only against, LANDLORD'S interests in the Premises for the full satisfaction of any uncured default, obligation, liability or otherwise, if any, which LANDLORD may have to TENANT. Thus, TENANT agrees that neither LANDLORD, its members, representatives, its employees nor any of the other assets of the LANDLORD or the aforementioned individuals, individually and collectively, shall be subject to any claims, writs of execution or other legal proceedings arising from any uncured default(s) by Landlord of any of its representations, covenants or agreements made hereunder. To this end, it is agreed that LANDLORD shall not be in default of any of its representations, covenants, conditions or agreements made herein until such time as TENANT has served thirty (30) days prior written notice thereof upon LANDLORD (such notice to set forth with particularity each of the alleged defaults), and LANDLORD has, during said thirty (30) days, failed to cure such default(s), or failed to diligently commence actions which, within a reasonable period of time beyond said thirty (30) days, are intended to cure such default(s).

22. **Lien on Personal Property.** TENANT does hereby grant to LANDLORD and LANDLORD shall have a lien upon all of the personal property of TENANT located in and upon the Premises as security for the rent and other obligations of TENANT as herein provided. In order to perfect and enforce said lien, LANDLORD may at any time after default in the payment of rent or default of other obligations, seize and take possession of any and all personal property belonging to TENANT which may be found in and upon the Premises. If TENANT fails to redeem the personal property so seized by payment of whatever sum may be due LANDLORD under and by virtue of this Agreement, LANDLORD shall have the right after twenty (20) days written notice to TENANT of its intention to so do, sell such personal property at public or private sale and upon such terms and conditions as to LANDLORD may appear advantageous and after the payment of all proper charges incident to such sale, apply the proceeds to the payment of any balance due LANDLORD on account of rent and other obligations of TENANT pursuant to the Agreement. In the event there should remain in the hands of LANDLORD any balance realized in the sale of said personal property as aforesaid, the same shall be paid over to TENANT or assigns as their interest may appear. The exercise of this remedy by LANDLORD shall not relieve or discharge TENANT from any deficiency owed to LANDLORD which LANDLORD has the right to enforce pursuant to any other provision of this Agreement. TENANT will execute and pay all recording expenses and mortgage taxes for any financing statement needed to perfect the security interest granted to LANDLORD herein.

23. **Attorney Fees and Costs.** Upon default, TENANT agrees to pay all costs and expenses of LANDLORD in the enforcement of LANDLORD's rights hereunder, including, without limitation, all reasonable attorneys' fees and court costs. In the event of a dispute between the parties resulting in litigation, it is agreed that attorney fees and costs of litigation may be assessed by the court in favor of the prevailing party in the discretion of the court. Provided also, LANDLORD shall be entitled to reasonable attorney fees and costs in bankruptcy or other insolvency proceedings by or against TENANT.

24. **Formation, Qualification, Compliance and Execution.** TENANT (a) is a corporation duly formed, validly existing, and in good standing under the laws of the State of Tennessee; (b) has all requisite authority to conduct its business and own and lease its properties; and (c) is qualified and in good standing in every jurisdiction in which the nature of its business makes qualification necessary or where failure to qualify could have a material adverse affect on its financial condition or the performance of its obligations under this Agreement. TENANT is in compliance in all respects with all laws and requirements applicable to its business, the violation of which might materially affect its obligations hereunder, and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with, any governmental agency that are necessary for the

transaction of its business, including upon the Premises. TENANT, and the undersigned representative executing this Agreement on behalf of TENANT, further represents and warrants unto LANDLORD that: (i) TENANT has all requisite power and authority to execute and perform its respective obligations under this Agreement; (ii) the execution by TENANT and the performance by TENANT of its obligations under this Agreement has been authorized by all necessary action and do not and will not (u) require any consent or approval not heretofore obtained of any person, entity or otherwise having any interest in TENANT, (v) violate any provision of, or require any consent or approval not heretofore obtained under, the articles of incorporation, bylaws or other governing documents applicable to TENANT, (x) result in or require the creation or imposition of any lien, claim, charge or other right of others of any kind (other than under this Agreement) on or with respect to any property or assets owned or leased by TENANT, (y) violate any provision of any law, order, writ, judgment, injunction, decree, determination or award presently in effect with respect to TENANT, or (z) conflict with or constitute a breach or default under, or permit the acceleration of obligations owed pursuant to, any contract, loan agreement, lease or other document to which TENANT or its property is bound; (iii) TENANT is not in default in any respect under any law, regulation, order, writ, judgment, injunction, decree, determination, award, contract, or lease; (iv) no approval, license, exemption or other authorization from, or filing, registration or qualification with, any governmental agency or authority is required by TENANT in connection with the execution by TENANT of, and the performance by TENANT under this Agreement; (v) this Agreement, when executed and delivered, will constitute legal, valid and binding obligations of TENANT enforceable in accordance with its terms; and (vi) the officer of TENANT executing this Agreement on behalf of TENANT is properly in office and fully authorized to execute the same.

25. **Notices.** Any notice to be given by either party to the other pursuant to the provisions of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, mailed by registered or certified mail, return receipt requested, sent via nationally recognized courier (e.g., UPS, FedEx, etc.) addressed to LANDLORD at the address at which he receives rent and addressed to TENANT at the Premises. Any notices which TENANT may desire to send to LANDLORD shall be addressed to LANDLORD at that address set forth on the first page of this Agreement, or such other address or addresses as LANDLORD may hereafter notify TENANT of in writing.

26. **Sale and Subordination.** (a) In the event the LANDLORD or any successor owner of the Premises shall sell or convey the same, all liabilities and obligations on the part of the LANDLORD or successor shall terminate as of the sale and transfer and thereafter all such liabilities and obligations shall be binding upon the new owner. TENANT agrees to attorn to such new owner.

(b) Further, this Lease is subject and subordinate to all mortgages and deeds of trust now existing or hereafter granted or created, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgages and deeds of trust, provided that the holders of such mortgages and deeds of trust and their successors-in-interest shall not disturb TENANT's occupancy of the Premises under this Agreement so long as TENANT is not in default of its obligations under this Agreement. This clause shall be self-operative and no further instrument or subordination shall be required. In confirmation of such subordination, TENANT shall execute, within fifteen (15) days after request therefor, any certificate LANDLORD reasonably may request. To the extent not provided by applicable law, in the event of the enforcement by any holder of a mortgage of the remedies provided for by law or by such mortgage, TENANT will, upon request of any person succeeding to the interest of LANDLORD as the result of said enforcement, automatically become the lessee and tenant of such successor in interest, without any change in the terms or other provisions of this Agreement; provided, that said successor in interest shall not be bound by (i) any payment of rental for more than one month in advance, and (ii) any amendment of this Agreement made without such holder's consent. Upon request by said successor in interest, TENANT shall execute and deliver an instrument confirming its attornment.

27. **Drafting Presumptions.** LANDLORD and TENANT do each hereby agree that, prior to executing this Agreement, both have had ample opportunity to review, edit, revise and otherwise discuss its contents with, if

they so choose, legal counsel of their choice. Thus, both parties do hereby further agree that neither will, in any dispute which might hereafter arise between them with respect to this Agreement, its terms, conditions, enforcement or otherwise raise, as a defense or in any other manner, the fact that one party may have drafted all or substantial portions of this Agreement.

28. **Brokers.** LANDLORD and TENANT warrant to each other that they have dealt with no brokers in connection with this Agreement. In the event any broker claims a fee or commission in connection with the transaction(s) contemplated by this Agreement, the party whose conduct gave rise to such claim will indemnify and hold the other fully harmless from all costs, damages, expenses, liabilities, commissions, and otherwise arising therefrom.

29. **Applicable Law and Successors/Assigns.** This Agreement is made and entered into in the State of Tennessee and shall be governed by the laws of the State of Tennessee. This Agreement shall inure to the benefit of and be binding upon LANDLORD and TENANT and their respective successors and assigns.

30. **Short Form Lease.** The parties agree that a short form of this lease agreement may, at the cost and expense of the requesting party, be executed and recorded if deemed necessary by either party.

31. **Entire Agreement.** This Agreement contains all the agreements between the parties and all prior discussions, terms and agreements are merged herein. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties.

32. **Severability.** The unenforceability, invalidity or illegality of any provision herein shall not render any other provision herein unenforceable, invalid or illegal.

33. **Guaranty.** Tim L. Cameron, individually, does hereby join in this Agreement for the purpose of unconditionally guarantying all of the obligations, covenants, representations and warranties of TENANT, all as further set forth below.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed originals, effective this 29th day of June, 1999, the corporate party by its duly authorized officer.

LANDLORD:

JRB INVESTMENTS, L.L.C.

By: 

John R. Burch, Jr. Chief Manager

TENANT:

CAMERON MOTORS, INC.

By: 

Tim L. Cameron

Its: President

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sandra N. Walton, a Notary Public in and for the above State and County, John R. Burch, Jr., with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the Chief Manager of JRB Investments, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand at Nashville, Tennessee, on this 29 day of June, 1999.

Sandra N. Walton
NOTARY PUBLIC

My Commission Expires: 3-29-2003

STATE OF TENNESSEE)
COUNTY OF (Williamson)

Personally appeared before me, Brenda F. Avent, a Notary Public in and for the above State and County, Tim L. Cameron, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of Cameron Motors, Inc., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand at Nashville, Tennessee, on this 29th day of June, 1999.

Brenda F. Avent
NOTARY PUBLIC

My Commission Expires: 3-22-2000

LEASE AGREEMENT GUARANTY

The undersigned, TIM L. CAMERON (hereafter "GUARANTOR"), joins in this Lease Agreement for the purpose(s) set forth in this paragraph. In particular, GUARANTOR does hereby unconditionally guarantee (the "Guaranty"): (i) the full and punctual payment to LANDLORD of all rentals, including but not limited to all Base Rent and Additional Rents, and all other amounts payable by TENANT under the Lease Agreement; and (ii) the timely performance of, and compliance with, all covenants and representations of, and obligations and agreements of or otherwise due from TENANT to, or for the benefit of, LANDLORD under the Lease Agreement as the same may hereafter come due, payable or, as the case may, performable from time to time. Further GUARANTOR further unconditionally guarantees for the benefit of LANDLORD all costs of collection incurred by LANDLORD in


collecting any or all of the foregoing or in enforcing any of LANDLORD'S rights and benefits under the Lease Agreement or this Guaranty, including, without limitation, all attorneys' fees and costs incurred at all trial and appellate levels. Should TENANT default in its obligations to pay any amounts due from it under the Lease Agreement to LANDLORD or any third party, or otherwise fail to comply with its agreements pursuant to the Lease Agreement, and any and all cure period(s) applicable to such default(s), if any, and granted to TENANT under the Lease Agreement expire with TENANT having failed to fully perform thereunder, then, in such event, GUARANTOR agrees to immediately pay to LANDLORD any sums remaining unpaid and due LANDLORD and to otherwise immediately perform all outstanding obligations of TENANT under the Lease Agreement within the time periods contemplated pursuant to the Lease Agreement. GUARANTOR acknowledges that adequate consideration exists for this Guaranty in light of GUARANTOR's relationship with the TENANT, and that LANDLORD would not have entered into this Lease Agreement without the GUARANTOR providing this Guaranty. This Guaranty shall be binding upon the successors and assigns of GUARANTOR. This Guaranty shall be in effect only for the Term of the Lease Agreement; provided, however, the expiration or termination of the Term shall not terminate GUARANTOR's obligations under this Guaranty as to instances of such defaults arising before the expiration or termination of the Term but not then resolved or satisfied.

This Guaranty shall be absolute, continuing and unlimited, and LANDLORD shall not be required to take any proceedings against TENANT before LANDLORD has the right to demand payment by GUARANTOR upon default by TENANT; and GUARANTOR waives any and all requirements whatsoever on the part of LANDLORD first to exhaust or pursue its remedies against TENANT before LANDLORD shall have the right to proceed directly, and recover against or from, GUARANTOR. GUARANTOR further agrees that this Guaranty, and the obligations of GUARANTOR hereunder, shall in no wise be terminated, affected or impaired by reason of the assertion by LANDLORD against TENANT of any rights or remedies reserved to LANDLORD pursuant to or by virtue of the provisions of the Lease Agreement or any change, amendment or modification of the Lease Agreement.

GUARANTOR waives notice of acceptance of this Guaranty. GUARANTOR, without limiting any of the foregoing provisions of this Guaranty, also waives notice of any and all changes, modifications or amendments in, of or to the Lease Agreement that may be agreed upon between LANDLORD and TENANT, or that may be permitted or suffered in connection with the Lease Agreement, or the performance thereof, as well as notice of any waivers, indulgences or extensions granted or suffered by LANDLORD. GUARANTOR further agrees that, notwithstanding any waivers, extensions or indulgences granted or suffered by LANDLORD, and notwithstanding any changes, amendments or modifications in, of or to the Lease Agreement, by agreement or otherwise, GUARANTOR shall be and remain, and is absolutely and fully liable to LANDLORD for the full and punctual payment and performance of all obligations of TENANT in or under the Lease Agreement, and in any change, amendment or modification thereof, by TENANT, without any notice whatsoever.

Any notice given in connection with this Guaranty shall be sent to GUARANTOR in the manner provided in the notice provision of this Sublease. Any notice to GUARANTOR shall be given at the following address 1902 Columbia Avenue, Franklin, Tennessee 37064, or such other address as GUARANTOR shall so notify LANDLORD.

GUARANTOR:


Tim L. Cameron

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, Brenda F. Arent, a Notary Public in and for said State and County, **TIM L. CAMERON**, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 29th day of June, 1999.

Brenda F. Arent
Notary Public

My Commission Expires:

3-22-2000

EXHIBIT A
PREMISES LEGAL DESCRIPTION

Land in Davidson County, Tennessee, described as follows:

Being Lot No. 63 on the Plan of Sidco, Section Three of record in Book 2663, page 41, Register's Office for said county, and described as follows:

Beginning at a point in the southerly margin of Thompson Lane at the corner of Lots 63 and 64; thence with the line between said lots, southerly 163.45 feet to a corner of Lot 62, thence with the line between Lots 62 and 63, westerly 150 feet to the east margin of Foster Creighton Drive; thence with the margin of the same northerly 116.5 feet to the beginning of a curve; thence around said curve northeasterly 80.02 feet to the south margin of Thompson Lane; thence with the margin of the same easterly 103.45 feet to the point of beginning.

Being the same property conveyed to JRB Investments, L.L.C. by Quitclaim Deed from J. R. Burch of record in Book 9566, page 792, Register's Office for Davidson County, Tennessee.

This is improved property know as 609 Thompson Lane, Nashville, Tennessee 37204.

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment") is made and entered into as of June 28, 2002 by and between **JRB INVESTMENTS**, a Tennessee general partnership formerly being a Tennessee limited liability company ("Assignor"), and **JRB PROPERTIES, LLC**, a Tennessee limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, by deed dated June 28, 2002 of record at Instrument No: 20020703-0080140, has sold and transferred unto Assignee and Assignee has acquired, Assignor's rights, title and interest in improved property known, generally, as 609 Thompson Lane, Nashville, Tennessee and being Lot No. 63 on the Plan of Sidco, Section Three of record in Book 2663, page 41, Register's Office for Davidson County (the "Premises"); and

WHEREAS, Assignor is the Landlord under the Lease Agreement (as herein defined) and wishes to assign its rights, interests and obligations in and to the Lease to Assignee. Assignee wishes to assume the rights, interests and responsibilities of Assignor in and to the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights, title, interest and estate to the Lease Agreement (as same may be amended from time to time, the "Lease") dated June 29, 1999, between JRB Investments, as Landlord, and Cameron Motors, Inc., a Tennessee corporation, as Tenant, for the Premises. Assignor agrees to indemnify, defend and hold Assignee harmless with respect to all claims arising under the Lease out of occurrences prior to the date hereof.

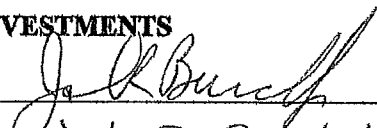
2. **Assumption of Obligations**. Assignee hereby assumes and agrees to observe and discharge all of the obligations and duties of Assignor under the Lease for that period of time from and after the date hereof. Assignee hereby agrees to indemnify, defend and hold Assignor harmless with respect to all claims arising under the Lease out of occurrences on or after the date hereof.

3. **Governing Law**. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee, the state wherein the Premises subject to the Lease is located.

IN WITNESS WHEREOF, Seller and Purchaser have caused this instrument to be executed as of the day and year first above written.

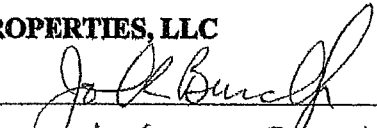
ASSIGNOR:

JRB INVESTMENTS

By: 
Name: John R. Burch Sr.
Title: Managing Partner

ASSIGNEE:

JRB PROPERTIES, LLC

By: 
Name: John R. Burch Sr.
Title: Chief Manager

JRB Investments

3 Webster Lane ~ Nashville, TN 37205-2917

Phone 615-963-3855 ~ Fax 615-383-2133 ~ Email jrburch2@comcast.net

July 11, 2002

Mr. Wallace Clary
Cameron Motors
609 Thompson Lane
Nashville, TN 37204

Re: Property at 609 Thompson Lane

Dear Wallace:

Please be advised that for business planning purposes the property at 609 Thompson Lane has been transferred to JRB Properties, LLC. A copy of the Assignment And Assumption Of Lease Agreement is enclosed. Please make all future rent payments payable to:

JRB Properties, LLC
3 Webster Lane
Nashville, TN 37205-2917

If you have any questions regarding this matter, please call me.

Sincerely,

John R. Burch, Jr.
Managing Partner

cc: Mr. Tim Cameron
Cameron Motors

Mr. Richard D. Bird
Mr. John F. Rogers, Jr. ✓
Baker, Donelson, Bearman & Caldwell

JRB Properties, L.L.C.

3 Webster Lane ~ Nashville, TN 37205-2917

Phone 615-507-3512 ~ Fax 615-383-2133 ~ Email jrburch2@comcast.net

June 28, 2004

Mr. Wallace Clary
Cameron Motors, Inc.
609 Thompson Lane
Nashville, Tennessee 37204

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
ARTICLE NO: 7003 2260 0001 8350 2179

Re: JRB Properties, L.L.C., as "Landlord" - Cameron Motors, Inc., as "Tenant"
609 Thompson Lane, Nashville, Tennessee 37204 (the "June 29, 1999 Lease Agreement")

Dear Wallace:

As you are aware, the Initial Term of the Lease between JRB Properties, LLC ("JRB") and Cameron Motors, Inc. ("Cameron") expires on June 30, 2004. Section 2(b) of the Lease grants to Cameron an option to extend the Lease for two (2) consecutive extension terms of three (3) years each upon written notice, at least one hundred eighty (180) days prior to the expiration of the Initial Term, or, as applicable, the first Extension Term, of the Lease, to JRB of its election to exercise such option.

This letter will confirm our verbal understanding that Cameron wishes to exercise its first Extension Term option to extend the Lease for three (3) additional years with the Base Rent being adjusted to the CPI as provided in Section 3(c) of the Lease. Further, JRB has agreed to waive written notice from Cameron of its intent to exercise its first Extension Term option and agrees to extend the Lease for an additional three (3) year period, effective as of and from July 1, 2004 and to end June 30, 2007.

Therefore, in accordance with the terms of the Lease, every July 1 during the first Extension Term of the Lease there is to be, pursuant to Section 3(c), an annual adjustment to the Base Rent amount payable by Cameron, which annual adjustment for this upcoming Lease Year, (i.e. July 1, 2004 through June 30, 2005), is to be based upon the increase in the Consumer Price Index for all urban consumers, U.S. city average, all items (1982-84 equals 100) ("CPI") from July 1, 2003 to June 30, 2004. As we did last year, we thought it would be of benefit to you to provide an estimate of where we see your revised monthly/annual Base Rent being set as of July 1, 2004, once current CPI figures are available in the next month or so.

Per information set forth in my correspondence on this subject last July 22nd, the value of the CPI at the end of June 2003 was 183.7. Looking at currently available information, that figure has risen to 189.1 as of the end of May 2004, and the number appears to be moving up at an average rate of approximately 0.60 of a point per month. Thus, we estimate that the June 2004

number, when available, will be somewhere in the range of 189.7. However, since final numbers through that period are not yet available, this can only be an estimate.

Cameron Motors is currently paying \$3,315.88 per month and \$39,790.60 annually in Base Rent. Using the estimated figures above as a gauge, Cameron Motors can anticipate that its Base Rent for the period July 1, 2004 to June 30, 2005 is likely to increase, and probably in accordance with something along the following calculation:

$$\$39,790.60 + [\$39,790.60 (189.7 - 183.7/183.7)] = \$ 41,090.23 \text{ annually.}$$

Or, on a monthly basis, the foregoing change will equate to a new Base Rent of, at least, \$3,424.19/month.

At this point, please continue to pay the existing Base Rent amount of \$3,315.88 per month. When the final adjustment figures are available, we will notify you of the specific adjustment, at which time Cameron Motors will pay, retroactively, any differences due from and after July 1, 2004.

Except as modified hereby, all other terms and provisions of the Lease remain in full force and effect, including all representations, warranties, covenants and obligations of Tenant, each of which are ratified and affirmed by Tenant as of the date hereof.

If you have any questions regarding the above information, please do not hesitate to give me a call. If this letter accurately describes our understanding, please have the enclosed letter signed, dated and returned to me.

Sincerely,

JRB PROPERTIES, LLC

By: 

John R. Burch, Jr.

Its: 

cc: Mr. Tim Cameron
President
Cameron Motors, Inc.
1902 Columbia Avenue
Franklin, TN 37064

**(Via Certified Mail/Return Receipt Requested
Article No. 7003 2260 0001 8350 2186)**

John F. Rogers, Jr., Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz

CONFIRMATION

Cameron Motors, Inc., executes this letter amendment to the Lease of June 29, 1999, by and through its duly authorized officer, and confirms, agrees and accepts the terms and provisions set forth herein.

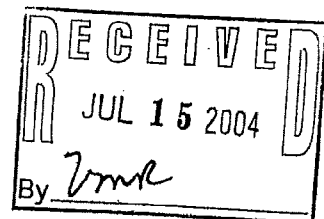
This 1st day of July, 2004.

CAMERON MOTORS, INC.

By: Tim L. Cameron

Name: Tim L. Cameron

Title: President



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and effective as of the 5th day of June, 2007 (the "Effective Date"), by and between JRB Properties, LLC, a Tennessee limited liability company ("LANDLORD") and Cameron Motors, Inc., a Tennessee corporation ("TENANT").

WITNESSETH:

WHEREAS, JRB Investments, L.L.C., a Tennessee limited liability company, and Cameron Motors, Inc., entered into that certain Lease Agreement, dated and effective as of June 29, 1999, (the "Original Lease" or "Agreement") for the lease of certain commercial real property located at 609 Thompson Lane, Nashville, Tennessee, and improvements thereon, consisting of a commercial building and a parking lot with all appurtenances thereon and all as more particularly described in the Original Lease (the "Premises"); and

WHEREAS, JRB Investments, L.L.C. subsequently transferred the Premises to LANDLORD and assigned all of its right, title and interest in and to the Original Lease to LANDLORD pursuant to an Assignment and Assumption of Lease Agreement dated as of June 28, 2002; and

WHEREAS, LANDLORD and TENANT entered into that certain Letter Agreement dated as of June 28, 2004 (the "Letter Agreement", and together with the Original Lease, the "Lease" or "Agreement") whereby LANDLORD and TENANT each acknowledged and agreed, among other things, to TENANT's exercise of its first Extension Term option to extend the Lease for three (3) additional years commencing as of July 1, 2004 and expiring on June 30, 2007, and with the Base Rent being adjusted to the CPI as provided in Section 3(c) of the Lease; and

WHEREAS, TENANT now wishes to exercise its second Extension Term option to extend the Lease for three (3) additional years, ending on June 30, 2010, and LANDLORD and TENANT desire to further amend the Lease to provide TENANT with two (2) additional optional Extension Terms thereafter; and

WHEREAS, LANDLORD and TENANT desire to further amend the Lease as follows, including as pertains to TENANT's rights and privileges with regard to the assignment of the Lease:

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the agreements, covenants, representations and warranties contained in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT each hereby agrees as follows:

1. Tenant's Exercise of Second Extension Term. LANDLORD and TENANT hereby acknowledge and agree that TENANT has and does hereby exercise its second Extension Term option as provided for by Section 2(b) of the Lease thereby extending the Term of the Lease for three (3) additional years with such second Extension Term commencing as of July 1, 2007 ending at 11:59 p.m. CT on June 30, 2010, unless sooner terminated pursuant to the terms and conditions of the Lease.

2. Additional Extension Terms Granted. LANDLORD and TENANT hereby further agree that Section 2(b) is hereby amended, to reflect that so long as no event of default exists at the expiration

of the second Extension Term and, as applicable, at the expiration of the third Extension Term, TENANT shall have the right and option to further extend the Term of the Lease for two (2) additional consecutive terms of three (3) additional Lease Years each, with the third Extension Term to begin upon the expiration of the second Extension Term, or July 1, 2010, and expire on June 30, 2013 if exercised by TENANT, and the fourth Extension Term, if exercised by TENANT, to begin on July 1, 2013 and expire on June 30, 2016. The additional Extension Term rights granted hereby shall be special and reserved only unto TENANT and shall not be assignable, transferable or otherwise as part of any assignment of the Lease hereunder, at operation of law or otherwise, without the prior written consent of LANDLORD, which shall be at LANDLORD's sole discretion. In no event shall any subtenant, licensee or other subtransferee of TENANT have the right to exercise either or both of the additional Extension Terms contemplated hereby. Otherwise, the same terms and conditions set forth in the Lease, including those as to notice, conditions precedent to TENANT's right to exercise such extension rights and rental adjustments as contemplated by Section 3(c), applicable to the first and second Extension Terms shall apply to the aforementioned new third and fourth Extension Terms, respectively, and are incorporated herein fully by reference. As and to the extent extended by TENANT, the "Term" of the Lease shall extend for an aggregate period of seventeen (17) years from its initial onset on July 1, 1999.

3. Assignment and Subletting Revisions. Section 11 of the Lease, "Assignment and Subletting" is hereby deleted in its entirety and the following inserted in lieu thereof:

11. **Assignment and Subletting.**

(a) TENANT shall not, without LANDLORD's prior written consent in each instance (which consent shall not be unreasonably withheld or delayed by LANDLORD): (i) assign, transfer, pledge, hypothecate, mortgage or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Agreement or any interest under this Agreement in the Premises or otherwise; (ii) allow to exist or occur any transfer of or any lien upon this Agreement or TENANT's interest in this Agreement or the Premises, or any part thereof, by operation of law; (iii) sublet or license the Premises or any part thereof; or (iv) otherwise permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Section 5 of this Agreement or by anyone other than TENANT and TENANT's employees. In no event shall this Agreement be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Agreement or any rights or privileges hereunder be an asset of TENANT under any bankruptcy, insolvency or reorganization proceedings, except as provided by law.

(b) Consent by LANDLORD to any assignment, subletting, licensing, use, occupancy, transfer or encumbrance shall not operate to relieve TENANT from any covenant or obligation hereunder, or be deemed to be a consent to or relieve TENANT from obtaining LANDLORD's consent to any subsequent assignment, subletting, licensing, use, occupancy, transfer or encumbrance by TENANT or anyone claiming by, through or under TENANT. TENANT shall remain obligated under this Agreement from and after the effective time of such assignment, subletting, licensing or otherwise. TENANT shall pay, or cause to be paid, all of LANDLORD's reasonable and necessary costs, charges and expenses, including without limitation, reasonable attorneys' fees, incurred in connection with any assignment, subletting, licensing, use, occupancy, transfer or encumbrance requested by TENANT not to exceed Two Thousand Dollars (\$2,000.00) per request.

(c) Notwithstanding anything to the contrary set forth in this Section 11, LANDLORD shall not be deemed to have unreasonably withheld its consent to a proposed assignment of this Agreement or to a proposed sublease, license or other occupancy of the

Premises if its consent is withheld because, among such other reasons as LANDLORD may reasonably provide (a) TENANT fails to provide LANDLORD with all reasonable information, including financial information, as requested by LANDLORD pertaining to the proposed assignee, subtenant, licensee or transferee in order to permit LANDLORD to evaluate such third-party, (b) in the reasonable judgment of LANDLORD, the proposed assignee, subtenant, licensee or transferee is of a character or is engaged in a business which is not in keeping with the use of the Premises as contemplated by this Agreement or is not in keeping with the standards of LANDLORD for the Premises or is deleterious to the reputation of the Building or LANDLORD, (c) the proposed assignee is not sufficiently financially responsible to perform the obligations of tenant under this Agreement; (d) the proposed assignment, sublease, license or transfer would extend for any period beyond that portion of the Term then in effect; (e) the proposed assignment, sublease, license or transfer is for less than the entire Premises or TENANT'S interests in this Agreement; or (f) TENANT is then in Default under this Agreement beyond any applicable notice and cure periods.

(d) If TENANT shall propose to assign this Agreement, including in any manner as may contemplated by this Section 11 above, and LANDLORD consents to such assignment, the assignee/transferee shall expressly assume all of the obligations of TENANT hereunder in writing reasonably acceptable to LANDLORD and a copy of which shall be furnished to LANDLORD not later than seven (7) days following the effective date of the assignment. If TENANT shall propose to sublease, license or otherwise grant any right of use or occupancy, including in any manner as may contemplated by this Section 11 above, in the Premises or a portion thereof and LANDLORD consents thereto, TENANT shall obtain and furnish to LANDLORD, not later than seven (7) days prior to the effective date of such sublease, license or other rights, the written agreement of the subtenant to attorn to LANDLORD, at LANDLORD's option and written request, in the event this Agreement terminates before the expiration of the sublease, license or other agreement. Any guaranty or other security for any assignee's or subtenant's, licensee's or other occupant's performance of its obligations to TENANT shall also benefit and be enforceable by LANDLORD.

(e) For purposes of this Agreement, if TENANT, at any time during the Term, is a corporation, a limited liability company, or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, limited liability company, unincorporated association or partnership in excess of forty-nine percent (49%) shall constitute an assignment hereunder requiring LANDLORD's approval. Any attempted assignment, subletting or other conveyance of TENANT's interests in this Agreement or in the Premises in derivation of the provisions of this Section 11 shall be deemed void ab initio and of no effect.

4. Acknowledgment of Forthcoming Base Rental Adjustment. TENANT and LANDLORD acknowledge and agree that in accordance with the terms of the Lease, every July 1 during the remainder of the Term, including the second Extension Term as hereinabove exercised and the third and forth Extension Terms should such hereafter become effective, there is to be, pursuant to Section 3(c) of the Lease, an annual adjustment to the Base Rent amount payable by TENANT, which annual adjustment for this upcoming Lease Year (i.e. July 1, 2007 through June 30, 2008), is to be based upon the increase in the Consumer Price Index for all urban consumers, U.S. city average, all items (1982-84 equals 100) ("CPI") from July 1, 2006 to June 30, 2007. Pending establishment of the adjusted Base Rent for the first Lease Year of the second Extension Term and payment by TENANT of retroactive amounts, as applicable, due for the period July 1, 2007 through the date the new Base Rent is established, TENANT agrees to continue to pay the monthly Base Rent amount of \$3,679.23 per month.

5. No Other Amendments. Except as expressly amended by this Amendment, the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. It is the intent of LANDLORD and TENANT that, in the event the terms of this Amendment conflict with the terms of the Lease, the Lease shall be considered amended and modified to the extent necessary to eliminate such conflict and to carry out the intended purposes of this Amendment.

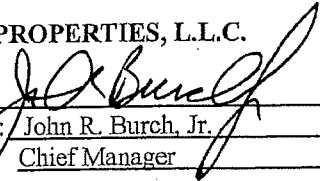
6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. Miscellaneous. Each party hereto represents and warrants to the other that (i) it has all requisite power and authority to execute this Amendment and to perform its obligations hereunder, and (ii) its execution, delivery and performance of this Amendment has been duly authorized and this Amendment is binding on it without further action by any other person or entity. This Amendment shall bind and benefit LANDLORD and TENANT and their respective successors and assigns. Each person executing this Amendment on behalf of a party hereto represents and warrants that he or she is authorized to do so on behalf of such party.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and effective as of the Effective Date first above written.

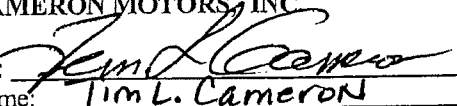
LANDLORD:

JRB PROPERTIES, L.L.C.

By: 
Name: John R. Burch, Jr.
Title: Chief Manager

TENANT:

CAMERON MOTORS, INC

By: 
Name: Tim L. Cameron
Title: President

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
AND
CONSENT OF LANDLORD

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND CONSENT OF LANDLORD is made and entered into as of the 19th day of November, 2008, by **CM BUSINESS OF FRANKLIN, INC.**, formerly **CAMERON MOTORS, INC.**, a Tennessee corporation, having an office address of 1900 Columbia Avenue, Franklin, Tennessee 37064 (the "Assignor"), and **AUTO MASTERS OF NASHVILLE, LLC**, a Tennessee limited liability company, having an office address of 4601 Nolensville Rd, Nashville, Tennessee 37211 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, under its original name of Cameron Motors, Inc and as Tenant, entered into that certain Lease Agreement with JRB Investments, LLC, a Tennessee limited liability company, as Landlord, having a term commencing on July 1, 1999 and providing for an initial term of five (5) years, ending June 30, 2004, and containing two (2) consecutive Extension Terms of three (3) Lease Years each (the "Original Lease Agreement"); and

WHEREAS, on June 28, 2002 and pursuant to an Assignment and Assumption Agreement, JRB Investments, LLC assigned all of its right, title and interest in and to said Lease Agreement to JRB Properties, LLC, the current "Landlord"; and

WHEREAS, Assignor, as Tenant, heretofore exercised its first Extension Term option with Landlord and Assignor, as Tenant, having entered into that certain Letter Agreement to the Lease dated June 28, 2004 and effective as of and from July 1, 2004 whereby the term of the Lease was confirmed as extended to June 30, 2007; and

WHEREAS, Assignor, as Tenant, and Landlord subsequently also entered into that certain First Amendment to Lease effective June 5, 2007 (the "First Amendment"), whereby Assignor, as Tenant, exercised its second Extension Term option to extend the Lease Agreement for three (3) additional years and to currently end on June 30, 2010 and furthering amending the Lease Agreement to, among such other matters as set forth in said First Amendment, provide the Tenant with two (2) additional optional Extension Terms thereafter (the Original Lease Agreement, the June 28, 2004 Letter Agreement, each and all rental adjustment notices, and the foregoing First Amendment to Lease, together with, as applicable, all future rental adjustment notices, amendments, modifications and restatements are collectively herein referred to as the "Lease"); and

WHEREAS, On or about September 14, 2007, Assignee took possession of the leased premises without an assignment consented to by Landlord, and Assignor and Assignee, with landlord's consent, now desire to enter into this Assignment and Assumption of Lease Agreement for the purpose of providing for the assignment by Assignor and the assumption by Assignee of the rights and obligations of the Assignor as Tenant under the Lease.

WHEREAS, Assignor desires to be released from further obligations under the Original Lease Agreement and subsequent Extension Terms and Amendments.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

1. Assignor has ASSIGNED, and by these presents does hereby affirm, confirm, grant and ASSIGN, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease as "Tenant" thereunder.

2. Pursuant to Section 11 of the Lease, Assignee has ASSUMED, and by these presents does hereby ASSUME, all of the representations, warranties, covenants, conditions and obligations of Assignor as Tenant under the Lease, accruing on and after the date hereof, including payment of all rentals due and payable thereunder as heretofore and hereafter adjusted in accordance with the Lease. Assignee agrees to defend, indemnify and hold Assignor harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising or accruing out of Assignee's failure to perform any covenant or other obligation to be performed by Assignee under or with respect to the Lease on or after the date hereof. Assignor agrees to defend, indemnify and hold Assignee harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising or accruing out of Assignor's failure to perform any covenant or other obligation to be performed by Assignor under or with respect to the Lease prior to the date hereof.

3. Assignee acknowledges and agrees with Assignor and for the benefit of Landlord as well that, as of and from the date hereof: (a) as successor "Tenant" under the Lease, Assignee directly attorns to Landlord and agrees to be bound by all of the terms, conditions, covenants, representations and warranties of and under the Lease; and (b) any notices or consents required to be given to it or by or on behalf of Assignee shall be in writing and may be given (i) by hand-delivery, (ii) by recognized overnight courier, or (iii) by mailing such notices or consents by registered or certified mail, return receipt requested, and any one or more of the foregoing manners addressed to the Assignee to the address appearing in the first paragraph hereof or at such other address or addresses as may be specified from time to time in writing delivered to the Assignor and Landlord in accordance with Section 25 of the Lease.

4. This Assignment and Assumption of Lease shall not be deemed to amend, modify or otherwise alter any of the provisions, terms and/or conditions of the Lease in any respect, except with respect to the simple assignment of the Lease by Assignor to Assignee, as successor "Tenant", as contemplated hereby.

5. Concurrently with the execution of this Assignment and Assumption of Lease Agreement and delivery to Landlord and for the benefit of Landlord as consideration for its consent to the assignment as contemplated hereby, Assignor agrees to and shall pay to Landlord the sum of Two Thousand Dollars (\$2,000.00) in reimbursement of Landlord's expenses associated with the matters contemplated hereby and as provided for by Section 11(b) of the Lease.

6. Concurrently with the execution of this Assignment and Assumption of Lease Agreement and its delivery to Landlord and for the benefit of Landlord as consideration for its consent to the release of Assignor from all obligations first becoming due under the Lease after (but not as to matters arising or occurring before) the effective date of this Assignment and Assumption of Lease, Assignor agrees to and shall also pay to Landlord the sum of Three Thousand Dollars (\$3,000.00).

7. This Assignment and Assumption of Lease shall be governed and construed in accordance with the laws of the State of Tennessee.

8. This Assignment and Assumption of Lease shall be binding upon, and shall inure to the benefit of, all parties hereto, their successors and assigns.

9. This Assignment and Assumption of Lease may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which shall constitute but one Assignment. A Facsimile of an executed counterpart shall constitute an original. Any party delivering an executed counterpart by facsimile shall also deliver an original executed counterpart of this Assignment and Assumption of Lease, but the failure to deliver an original executed counterpart shall not affect the validity of this Assignment and Assumption of Lease.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Lease Agreement to be executed as of the day and year first set forth above but to be effective only as of and from that date upon which Landlord executes this agreement evidencing its consent hereto as set forth below.

ASSIGNOR:

CM BUSINESS OF FRANKLIN, INC.

By: Tim L. Cameron

Printed: Tim L. Cameron

Its: PRES.

(Remainder of page left intentionally blank; Following page contains signature of Assignee)

Assignee signature page for Assignment and Assumption of Lease by and between CM BUSINESS OF FRANKLIN, INC., formerly CAMERON MOTORS, INC., (the "Assignor"), and AUTO MASTERS OF NASHVILLE, LLC as of the day and year first set forth above.

ASSIGNEE:

AUTO MASTERS OF NASHVILLE, LLC

By: 

Printed: MARK SAWAHNEH

Its: PRESIDENT

CONSENT OF LANDLORD

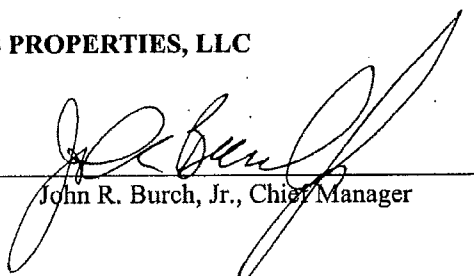
JRB PROPERTIES, LLC, a Tennessee limited liability company, as Landlord under the Lease referenced above and as of the date set forth below, hereby joins in this Assignment and Assumption of Lease for the purpose of evidencing its consent to the assignment of the Lease from Assignor to Assignee, including those rights of Assignor, as Tenant, to the two (2) additional and consecutive three (3) year Extension Terms contemplated by Section 2(b) of the Lease as provided for by Section 2 of the First Amendment thereto, and Landlord acknowledges receipt of the sum contemplated by Section 5 above.

Additionally, **JRB PROPERTIES, LLC**, for and in consideration of Assignee's attornment as provided for in Section 3 above and in further consideration of the sum of Three Thousand Dollars (\$3,000.00) as contemplated by Section 6 above and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, agrees to forever discharge, waive and/or release, in part and in whole, any liability and/or obligation of Assignor as original Tenant under the terms, conditions, representations, warranties, covenants and obligations of the Lease first becoming due under the Lease after (but not as to matter arising or occurring before) the date set forth below.

This 5 day of ^{December}~~November~~, 2008.

JRB PROPERTIES, LLC

By: _____


John R. Burch, Jr., Chief Manager

4196

JRB INVESTMENTS

Date: 11/19/08
Check Number: 4196
Amount: 5,000.00

Memo:
TO SETTLE LEASE ON CAMERON MOTORS NASHVILLE LOCATION

T L C FINANCE, INC.

615-791-7171
1900 COLUMBIA AVE.
FRANKLIN, TN 37064


GREENBANK

4196

87-183-642

11/19/08

5,000.00

 E-Z Reader
Imaging by Business


Five Thousand And 00/100 Dollars***
DATE

AMOUNT

THE
ORDER
OF
JRB INVESTMENTS

⑈004196⑈ ⑆064201832⑆0009607279⑈

John L Ward

Security Features included.  Details on back.

**BAKER
DONELSON**
BEARMAN, CALDWELL
& BERKOWITZ, PC

JOHN F. ROGERS, JR., SHAREHOLDER
Direct Dial: 615.726.7365
Direct Fax: 615.744.7365
E-Mail Address: jrogers@bakerdonelson.com

12/5/08
*- Originals
of Agreement +
check hand-
delivered to
John Burch
JFR*

COMMERCE CENTER
SUITE 1000
211 COMMERCE STREET
NASHVILLE, TENNESSEE 37201
PHONE: 615.726.5600
FAX: 615.726.0464
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P.O. BOX 190613
NASHVILLE, TENNESSEE 37219

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December 5, 2008

Anoosh Bahiraei, Esq.
AB Law Group
3740-B Nolensville Road
Nashville, Tennessee 37211

Nick Shelton, Esq.
Woodard & Shelton, PLLC
1114 West Main Street
P.O. Box 708
Franklin, Tennessee 37065-0708

**RE: JRB Properties, LLC/CM Business of Franklin, Inc. (fka Cameron Motors, Inc.)- Automasters of
Nashville, LLC/Thompson Lane Lease Assignment & Assumption Matters**

Gentlemen:

Per my November 18 email setting forth the anticipated "closing" procedures with regards to the above, enclosed for each of you is one (1) fully executed counterpart original of the Assignment and Assumption of Lease Agreement and Consent of Landlord as dated November 19, 2008 and approved by JRB Properties, Inc. on December 5, 2008. Please note that I filled in with replacement first pages the address information for CM Business of Franklin, Inc. as provided by Nick's office, and I used the effective date of November 19 as provided by CM Business of Franklin, Inc.'s counterparts. In addition to JRB Properties, LLC's counterpart original, I have also delivered to John Burch Mr. Cameron's check in the amount of \$5,000 (Check #4196 as drawn on GreenBank).

Thank you for your efforts in taking care of these matters. Please call me with any questions. To that end, Anoosh, assuming you have no objections, I anticipate that John Burch may or will be contacting Steve Piper to inquire as to the status of the HVAC system repairs and, if necessary, to confirm that all Lessee required insurance coverage under the Lease is properly in place with the appropriately named parties, etc.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

John F. Rogers, Jr.
John F. Rogers, Jr.

JFR:slh

cc: JRB Properties, LLC/John R. Burch, Jr. (by email)

Enclosures: As stated above

N JFR 678704 v1
2825660-000001 12/5/2008

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and effective as of the 1st day of July, 2010 (the "Effective Date"), by and between **JRB Properties, LLC**, a Tennessee Limited Liability Company ("Landlord") and **Auto Masters of Nashville, LLC**, a Tennessee Limited Liability Company ("Tenant")

WITNESSETH:

WHEREAS, JRB Investments, LLC, a Tennessee limited liability company, and Cameron Motors, Inc., entered into that certain Lease Agreement dated and effective as of June 29, 1999 (the "Original Lease") for the lease of certain commercial real property located at 609 Thompson Lane, Nashville, Tennessee, and improvements thereon, consisting of a commercial building and a parking lot with all appurtenances thereon and all as more particularly described in the Original Lease (the "Premises"); and

WHEREAS, JRB Investments, LLC subsequently transferred the Premises to Landlord and assigned all of its right, title and interest in and to the Original Lease to Landlord pursuant to an Assignment and Assumption of Lease Agreement dated as of June 28, 2002; and

WHEREAS, Landlord and Cameron Motors, Inc. subsequently also entered into that certain First Amendment to Lease effective as of June 5, 2007 (the "First Amendment"), whereby Cameron Motors, Inc., as then-current tenant, exercised the second Extension Term option as provided under the terms and conditions of the Original Lease to extend the term thereof for three (3) additional years and ending on June 30, 2010, and further amending the Original Lease to, among such other matters as set forth in said First Amendment, provide two (2) additional optional Extension Terms thereafter (the Original Lease, that June 26, 2004 Letter Agreement as referenced in the First Amendment, each and all of the Rental Adjustment Notices, and the foregoing First Amendment to the Original Lease, together with all future rental adjustment notices are collectively herein referred to as the "Lease"); and

WHEREAS, Cameron Motors, Inc., as original tenant under the Lease, subsequently transferred and assigned all of its right, title and interest in and to the Lease to Tenant pursuant to an Assignment and Assumption of Lease Agreement and Consent of Landlord dated as of November 19, 2008, with Landlord's consent dated as of December 5, 2008; and

WHEREAS, Tenant now desires to make certain proposed alterations and improvements to the Premises (the "Tenant's Work" as further defined and described herein) and has requested Landlord's approval and consent in accordance with Section 10 of the Lease; and

WHEREAS, Tenant has provided to Landlord certain preliminary pre-construction architectural plans for the proposed Tenant's Work, drafted by Dooley Associates and dated as of May 7, 2010, a copy of which being comprised of two (2) pages (Sheet Nos. A1 and A2) as initialed by both Landlord and Tenant is attached to the Tenant's Work Agreement (defined below) as **Exhibit A-1** (the "Tenant's Work Pre-Construction Plans"); and

WHEREAS, attached hereto as Exhibit A and incorporated herein and into the Lease fully by reference by agreement of Landlord and Tenant with respect to the Tenant's Work as contemplated by this Second Amendment is a Work Letter Agreement (the "Tenant's Work Agreement"), which further provides specifics for when and how the Tenant's Work shall be performed by or on behalf of Tenant; and

WHEREAS, as consideration for Tenant improving the Premises by effectuating the Work, Tenant desires that the Lease be amended to provide three (3) additional optional three (3) year Extension Terms; and

WHEREAS, Tenant further desires to exercise its third Extension Term option to extend the Lease for three (3) additional years, from the Effective Date hereof and ending on June 30, 2013.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Landlord and Tenant hereby agree as follows:

- 1) **TENANT'S EXERCISE OF THIRD EXTENSION TERM.** Landlord and Tenant hereby acknowledge and agree that Tenant has and does hereby affirm and ratify the exercise of its third Extension Term option as provided for by Section 2(b) of the Lease (as amended) thereby extending the Term of the Lease for three (3) additional years with such third Extension Term commencing as of July 1, 2010, the Effective Date hereof, and ending at 11:59 p.m. CT on June 30, 2013, unless sooner terminated pursuant to the terms and conditions of the Lease.
- 2) **TENANT'S WORK.** Landlord and Tenant hereby agree that following the Effective Date of this Second Amendment Tenant will, at Tenant's sole cost and expense as contemplated by Section 10 of the Lease, promptly commence, perform and complete in all respects the Tenant's Work as contemplated herein and in the Tenant's Work Agreement attached to this Second Amendment as Exhibit A and in accordance with the terms and conditions contained herein and therein. The terms and conditions of the Tenant's Work Agreement are incorporated herein by reference. For the purpose of this Second Amendment, Tenant shall be deemed to have substantially completed the contemplated Tenant's Work under this Second Amendment upon Substantial Completion (as the term is defined in Section 4.3 of the Tenant's Work Agreement) of said Tenant's Work, notwithstanding remaining "punch list" construction items; provided, however, Tenant's Work shall be completed in all respects, including all "punch-list" matters, not later than two hundred ten (210) days following the Effective Date of this Second Amendment. Tenant shall provide Landlord with a Certificate of Substantial Completion issued by the Architect/Engineer, acting as Tenant's agent, within fourteen (14) days of Substantial Completion. Further:
 - A. Tenant acknowledges and agrees that while all improvements, alterations and modifications contemplated as part of Tenant's Work shall, upon installation and completion, immediately become part of the Premises, Landlord shall not be obligated to make, in part or in whole, any of the improvements, alterations and/or modifications to the Premises contemplated by Tenant's

Work, this Second Amendment or Tenant's Work Agreement; nor shall Landlord be obligated at any time to pay, provide or make available in any form or fashion any funds, allowance, construction or other bond amounts, consideration or other sums, amounts or payments whatsoever to or for the benefit of Tenant for the purposes of the construction of or as may otherwise pertain to said Tenant's Work and the improvements, alterations and/or modifications comprising the same.

- B. At its sole cost and expense and in addition to and not in lieu of its other obligations under the Lease, Tenant shall cause the repair or replacement of any defects in material or workmanship in Tenant's Work, if any, at all times during the remainder of the Lease Term prior to and after the date of "Substantial Completion" of Tenant's Work. Tenant agrees Landlord shall not be responsible for any defect of any nature in Tenant's Construction Work. Upon completion of Tenant's Work, Tenant shall also deliver to Landlord an assignment of construction warranties, in form and substance acceptable to Landlord and duly executed and acknowledged by Tenant, which shall assign to Landlord all warranties from Tenant's contractors, subject only to Tenant's right to enforce such warranties during the time period which Tenant occupies the Premises during the remainder of the Term of the Lease. If the consent of the contractors is required to the effectiveness of such assignment, Tenant shall secure each such applicable contractor's written consent to the foregoing required assignment of warranties.
 - C. Landlord's consent and approval of Tenant's Work as contemplated by this Second Amendment and corresponding Tenant's Work Agreement shall not operate as, be deemed as or be otherwise construed as any consent or approval by Landlord to any subsequent proposed alterations, improvements, replacements or renovations to the Premises by Tenant, all of which shall require Landlord's future approval and consent as contemplated by the Lease.
 - D. In addition to the insurance required of Tenant and Tenant's Contractor pursuant to the Tenant's Work Agreement, Tenant shall at all times during the Term of the Lease, including during and after construction of Tenant's Work, maintain insurance coverages contemplated by Section 13 of the Lease, each, as applicable, appropriately adjusted to reflect the impact of the Tenant's Work. Tenant shall deliver to Landlord upon request evidence reasonably acceptable to Landlord evidencing such coverages, including as the same may be adjusted from current insurance carried by Tenant for its and Landlord's benefit.
 - E. All property taxes, assessments and charges as may be prospectively levied or imposed against the Premises as a result of any portion(s) of the improvements, alterations and/or modifications thereto contemplated by and under the Tenant's Work shall be the sole and absolute responsibility of Tenant as provided for under Section 19 of the Lease, including any and all reassessments and resulting taxes and charges arising from the same.
- 3) **ADDITIONAL EXTENSION TERMS GRANTED.** Landlord and Tenant hereby further agree that, as consideration for Tenant's agreement to undertake and promptly complete the Tenant's Work in accordance with the terms and conditions hereof, including the Tenant's Work Agreement, Section 2(b) of the Original Lease as amended by the First Amendment to Lease, is hereby further amended to include three (3) additional consecutive terms of three (3) additional Lease Years each, with the

fifth Extension Term, if exercised, to begin July 1, 2016 and expire on June 30, 2019, and the sixth Extension Term, if exercised, to begin July 1, 2019 and expire on June 30, 2022, and the seventh Extension Term, if exercised, to begin July 1, 2022 and expire on June 30, 2025. Otherwise, the same terms and conditions set forth in the Lease, including, without limitation, the limitations and restrictions provided for with respect to Extension Terms, those as to notice, those conditions precedent to Tenant's right to exercise and invoke each such Extended Term, those as to rental adjustments under Section 3(c) of the Lease during each Lease Year of the Lease (including each Lease Year of each such Extension Term as granted hereby and if exercised and invoked by Tenant), and those applicable to the third and fourth Extension Terms shall apply to the aforementioned new fifth, sixth, and seventh Extension Terms. As and to the extent extended by Tenant, and unless sooner terminated pursuant to the terms and conditions of the Lease, the "Term" of the Lease shall extend for an aggregate period of time not to exceed twenty-six (26) years from its initial onset on July 1, 1999.

- 4) **NOTICES / AMENDED ADDRESSES.** For purposes of Section 25 of the Lease and subject to future amendment thereof as may be delivered by either Landlord or Tenant to the other in accordance with Section 25, Landlord and Tenant agree that the current addresses for each are as follows:

Landlord: JRB Properties, LLC
c/o 3 Webster Lane
Nashville, Tennessee 37205-2917
Attn: Chief Manager

With Copy To:
Baker Donelson Bearman Caldwell & Berkowitz, PC
Baker Donelson Center, Suite 800
211 Commerce Street
Nashville, Tennessee 37201
Attn: Richard D. Bird, Esq. / John F. Rogers, Jr., Esq.

Tenant: Auto Masters of Nashville, LLC
4601 Nolensville Road
Nashville, Tennessee 37211
Attn: Steve Piper / Mark Janbakhsh

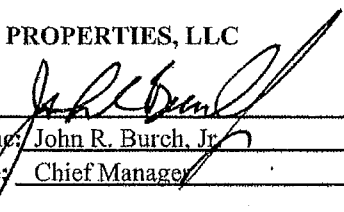
With Copy To:
AB Law Group
4070 Nolensville Road
Nashville, TN 37211
Attn: Anoosh Bahiraei, Esq.

- 5) **NO OTHER AMENDMENTS.** Except as expressly amended by this Second Amendment, the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the terms and provisions of the Lease and this Second Amendment, the terms and provisions of this Second Amendment shall govern and control. However, it is the intent of Landlord and Tenant that in the event the terms of this Second Amendment conflict with the terms of the Lease, the Lease shall be considered amended and modified only to the extent necessary to eliminate such conflict and to carry out the intended purposes of this Second Amendment.
- 6) **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 7) **MISCELLANEOUS.** Each party hereto represents and warrants to the other that (i) it has all the requisite power and authority to execute this Second Amendment and to perform its obligations hereunder, and (ii) its execution, delivery and performance of this Second Amendment has been duly authorized and this Second Amendment is binding on it without further action by any other person or entity. This Second Amendment shall bind and benefit Landlord and Tenant and their respective successors and assigns. Each person executing this Second Amendment on behalf of a party hereto represents and warrants that he or she is authorized to do so on behalf of such party. This Second Amendment, together with the Tenant's Work Agreement, shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed and effective as of the Effective Date first above written.

LANDLORD:

JRB PROPERTIES, LLC

By: 
Name: John R. Burch, Jr.
Title: Chief Manager

TENANT:

AUTO MASTERS OF NASHVILLE, LLC

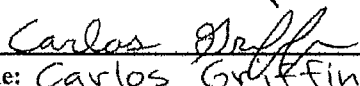
By: 
Name: Carlos Griffin
Title: Owner/Operator

Exhibit A

Tenant's Work Agreement

1. General Provisions

1.1 Landlord and Tenant agree that this Tenant's Work Agreement is incorporated by reference in all respects into that certain Second Amendment to Lease to which such is attached. To the extent not otherwise defined herein, capitalized terms employed herein shall have the same meanings ascribed thereto as set forth in said Second Amendment to Lease.

1.2 TENANT AGREES WITH LANDLORD THAT NO REPRESENTATIONS, STATEMENTS, OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY OR ON BEHALF OF LANDLORD IN RESPECT TO THE TENANT'S WORK OR ITS IMPACT ON OR TO THE PREMISES, OR ANY PORTIONS THEREOF. WITHOUT LIMITING THE FOREGOING DISCLAIMER IN ANY RESPECT OR MANNER OR TO ANY EXTENT, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, THE HABITABILITY, THE TENANTABILITY, THE MERCHANTABILITY, THE FITNESS FOR A PARTICULAR PURPOSE, AND/OR THE COMPLIANCE WITH APPLICABLE LAWS, STATUTES, CODES, REGULATIONS, ORDINANCES OR OTHERWISE OF SUCH IMPROVEMENTS, ALTERATIONS OR MODIFICATIONS (OR ANY PLANS ASSOCIATED THEREWITH) IN CONNECTION WITH THE TENANT'S WORK OR ANY ASPECTS THEREOF, EITHER BEFORE, DURING OR AFTER COMPLETION OF SUCH TENANT'S WORK.

1.3 In undertaking the Tenant's Work, it is acknowledged and agreed by Landlord and Tenant that Tenant shall not be acting in any capacity as an agent of Landlord; that Tenant has sought approval of Landlord to erect the improvements and alterations to the Premises solely as tenant thereof; and the rights and protections afforded to Landlord under this Tenant's Work Agreement and/or the Second Amendment to Lease of which such is a part have been put in place to protect Landlord's interests in the Premises. As such, Tenant shall not permit any mechanic's liens, materialman's liens or other statutory or common law lien(s) to be threatened, undertaken, imposed, filed, lodged or recorded or otherwise enforced against any portions of the Premises or in Tenant's interest(s) therein or in the Lease and arising from or with respect to Tenant's Work including, without limitation, those pertaining to the design, architectural review, construction, supply of materials or otherwise of Tenant's Work. If, however, any such lien(s) should be threatened, undertaken, imposed, filed, lodged or recorded against the Premises or any portion thereof, including, without limitation, any leasehold interest of Tenant, or Tenant's Work, Tenant covenants and agrees to promptly discharge, bond over, or otherwise satisfy the same to Landlord's satisfaction upon the earlier of (i) fifteen (15) days following Landlord's notification to Tenant that a lien has been threatened, undertaken, imposed, filed, lodged or recorded, or (ii) the earliest date an action to foreclose such lien may be commenced under applicable law. To the extent Tenant bonds over any such lien, Tenant shall also provide Landlord assurances against loss or damage satisfactory to Landlord. Further, at any time during the pendency and within fourteen (14) days of conclusion of Tenant's Work as Landlord may request, Tenant shall deliver or cause to be delivered to Landlord executed lien releases reasonably satisfactory in form and content to Landlord from each of Tenant's Contractor, Tenant's Consultant(s) and all subcontractors involved with Tenant's Work, together with a certification from Tenant that each Tenant Contractor, Tenant Consultant, and all subcontractors involved with Tenant's Work have delivered or caused to be delivered one or more of such releases. Tenant also agrees to cooperate at its cost and expense with Landlord, if so requested by Landlord, in the execution and recording of a "notice of

completion" with respect to the Tenant's Work in the Davidson County's (Tennessee) Register of Deeds Office should Landlord determine in its discretion that such is necessary and/or appropriate to mitigate against the filing of lien(s) against the Premises arising from Tenant's undertaking of the Tenant's Work.

1.4 All design, construction and installation of Tenant's Work shall conform to the requirements of applicable restrictions and declarations affecting the Premises, together with all building, plumbing, electrical and fire codes, ordinances and regulations, and all other legal requirements of any authority having jurisdiction over or with respect to such work, as such codes, ordinances and regulations and requirements may from time to time be amended or supplemented. Tenant shall solely bear all costs, expenses and consequences of being unable to secure all appropriate and necessary governmental or third-parties approvals and permits for any aspect of the Tenant's Work contemplated hereby.

1.5 Except as and to the extent specifically provided for in the Tenant's Work Final Construction Documents (as more particularly described in Section 3.2), under no circumstances whatsoever will Tenant or Tenant's authorized representatives (including Tenant's Consultants or Tenant's Contractor as herein defined) alter or modify or in any manner disturb any utility or safety systems or installations upon or serving the Premises, or any portions thereof, including, but not limited to, fire or smoke rated partitions, central plumbing systems, central electrical systems, central heating, ventilating and air conditioning systems, central fire protection and fire alert systems, central building maintenance systems, central structural systems, without Landlord's consent, which shall not be unreasonably withheld so long as any such alterations or modifications are reasonably necessary to effectuate Tenant's Work, and any such alterations or modifications do not negatively impact the utility or safety of the systems or installations and are made in accordance with all governmental codes and regulations.

2. Tenant's Consultants

2.1 Tenant has retained and contracted directly with, as applicable and required, Tenant's own architect and engineers (collectively, "Tenant's Consultants") with respect to all aspects of Tenant's Work. Landlord shall have the right to approve Tenant's Consultants as and to the extent not identified in the Tenant's Work Pre-Construction Plans, which approval shall not be unreasonably withheld by Landlord. Tenant shall be solely responsible for payment of any and all fees, costs, expenses and/or other payments of whatever nature due to Tenant's Consultants. Tenant's Consultants must be licensed to practice its/his/her professional discipline in the state of Tennessee and shall be capable of providing stamped Tenant's Work Final Construction Documents to Landlord, as well as to local government officials for permit approvals.

3. Preparation of Tenant's Work Final Construction Documents

3.1 As evidenced by the jointly initialed set thereof attached hereto as Exhibit A-1, Landlord and Tenant have approved the Tenant's Work Pre-Construction Plans.

3.2 At least eleven (11) days prior to commencement of construction in any facet of Tenant's Work, Tenant shall, at Tenant's sole cost and expense, prepare and submit in writing its proposed final construction plans and specifications for Tenant's Work to Landlord, which plans and specifications (hereinafter, the "Tenant's Work Final Construction Documents") shall be prepared by Tenant's Consultants. Such Tenant's Work Final Construction Documents shall be consistent in all material respects with the Tenant's Work Pre-Construction Plans, or Landlord may, within ten (10) days after its receipt thereof, advise Tenant of any objections to the same – in which event Tenant shall delay commencement of Tenant's Work pending resolution of any such objections lodged by Landlord. If Landlord fails to timely serve upon Tenant any written objections with respect to such proposed Tenant's

Work Final Construction Documents, those plans and specifications so served upon Landlord shall constitute the Tenant's Work Final Construction Plans, from which plans and specifications Tenant and Tenant's Consultants and Tenant's Contractor (as defined below) shall not deviate absent Landlord's prior written consent. With respect to the Tenant's Work Final Construction Documents, the following shall apply:

3.2.1 The Tenant's Work Final Construction Documents shall set forth in detail the requirements for modifications and alterations of the Premises as exhibited in the Tenant's Work Pre-Construction Plans and shall include the final permitting drawings and specifications that establish in detail the quality of materials and systems contemplated with respect to the Premises and comprising the Tenant's Work. The Tenant's Work Final Construction Documents shall comply with all applicable building codes, regulations and laws and shall include all applicable architectural, structural, mechanical, landscaping and land design, fire protection, plumbing and electrical drawings and specifications. Two (2) complete sets of such documents shall be provided to Landlord.

3.2.2 Further, within fourteen (14) days after Tenant's Work is substantially completed, Tenant shall cause Tenant's Consultants to deliver to Landlord complete "as-built" drawings of Tenant's Work. Two (2) complete sets of such "as-built" drawings shall be delivered to Landlord. Such plans shall become the property of Landlord and may be used by Tenant only to maintain and operate the Premises during the remaining Term of the Lease.

4. Undertaking and Completion of Tenant's Work / Tenant's Contractor

4.1 The general contractor as engaged by Tenant to perform Tenant's Work must be licensed as a contractor to perform Tenant's Work in Nashville, Davidson County and in the state of Tennessee. Prior to commencement of any of Tenant's Work, Landlord shall have the right to approve "Tenant's Contractor" (herein so called), which approval shall be sought in writing by Tenant and which approval shall not be unreasonably withheld. In retaining its Tenant's Contractor, Tenant also acknowledges and agrees:

4.1.1 Tenant shall include in its contract(s) with Tenant Contractor that Landlord shall not be held responsible for any loss, damage or theft of Tenant's Contractor's (or any subcontractors') tools, equipment, materials, supplies, etc.

4.1.2 Tenant shall cause Tenant's Contractor to take proper precautions to protect all existing operations and property which the Tenant's Work may impact or with which Tenant's Contractor (and any subcontractors') work comes in contact, or over which it may transport, hoist or move materials, equipment, debris, etc. Tenant shall cause Tenant's Contractor to provide adequate protection of all areas, and keep all areas of use clean and free of debris and unacceptable noise levels, and to otherwise mitigate against any trespass of debris or interruptions with the operations of third-party properties or property owners or tenants. Tenant and Tenant's Contractor shall repair, to Landlord's satisfaction, all damage caused by Tenant's Contractor during construction, be it to the Premises or any other property.

4.1.3 Tenant shall cause Tenant's Contractor to take appropriate and adequate steps to prevent false alarms or other unnecessary alarms that occur as a direct or indirect result of Tenant's Work within or about the Premises. This shall include protection of smoke and other fire detection devices from smoke, dust, and debris during construction, use of appropriate compound when sweeping areas of the Premises to avoid dust, and proper precautionary measures taken when working around other alarm initiating devices such as pull stations, water flow detectors, and fire safety related power sources. All work that, for any reason, may activate any fire alarm system or any other public safety system must be

undertaken in such a manner to prevent a false alarm. Such work includes, but is not limited to, welding, sawing, sweeping, painting, soldering, brazing, etc. Tenant shall pay, or cause Tenant's Contractor to pay, any and all fines or penalties levied by public safety or enforcement departments for false alarms caused by Tenant's Contractor.

4.1.4 Tenant shall provide or cause Tenant's Contractor to provide and pay all fees, costs and expenses for all construction and building permits inspections, occupancy certificates, maintenance, and operations manuals, equipment warranties and such other similar items necessary or resulting from the Tenant's Work to the Premises.

4.1.5 Tenant shall furnish or cause Tenant's Contractor to furnish one or more trash receptacles on the Premises for short-term disposal of construction debris. As appropriate, Tenant shall further remove, or cause Contractor to remove, all such construction debris from the Premises and properly and legally dispose of such debris so as to otherwise maintain the Premises during Tenant's Work in an orderly fashion in compliance with all applicable codes, regulations, ordinances and other restrictions applicable thereto.

4.1.6 Tenant shall cause Tenant's Contractor to comply with all applicable federal, state, and local laws or regulations regarding safety, including without limitation, the Federal Occupational Safety and Health Act of 1970, as amended from time to time.

4.2 All work involved in completion of Tenant's Work shall be carried out by Tenant's Contractor(s), or subcontractors of Tenant's Contractor(s).

4.3 Tenant shall contract for and begin the Tenant's Work within either (i) sixty (60) days from the Effective Date or (ii) fifteen (15) days after Tenant retains its Tenant's Contractor, whichever occurs earlier, and shall diligently pursue the same to completion on or before the date set forth in Section 2 of the Second Amendment to Lease of which this Tenant's Work Agreement comprises a portion. "Substantial Completion" with respect to Tenant's Work shall be deemed to have occurred when such improvements and modifications to the Premises have been completed and, as required, the appropriate certificate(s) of completion or occupancy have been issued by the appropriate local governmental agency(ies), all as certified by Tenant's Consultant, except for normal "punch list" items which can reasonably be completed thereafter prior to the end of the two hundred ten (210) day period set forth in Section 2 of the Second Amendment to Lease.

4.4 During the Tenant's Work construction process, if there are any material changes in Tenant's Work from the work as reflected in the Tenant's Work Final Construction Documents received by Landlord (or, as applicable, otherwise initially approved by Landlord), each such change must receive the prior written approval of Landlord (which shall not be unreasonably withheld) and must be paid for by Tenant. It is the intention of the parties that substitutions of building materials shall not constitute material changes, and shall not require the consent of Landlord, so long as any such changes or substitutions are in accordance with any and all applicable building codes/regulations, and so long as any such changes or substitutions do not substantially alter the general aesthetics of the improvements as depicted in the Tenant's Work Final Construction Documents.

4.5 Further, prior to commencing the construction of any portion(s) of the Tenant's Work, Tenant shall cause Tenant's Contractor to deliver to Landlord evidence of the following insurance policies:

4.5.1 Commercial General Liability - A policy acceptable to Landlord, and thereafter at all times during the performance of Tenant's Construction Work maintain Bodily Injury/Property

Damage (occurrence basis), \$1,000,000 each occurrence, or equivalent, subject to \$2,000,000 aggregate. This policy shall be on a form reasonably acceptable to Landlord, endorsed to include Landlord as an additional insured, and state that this insurance is primary insurance as regards any other insurance carried by Landlord, and shall include the following coverage: Premises/Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage; and Personal Injury Liability with employees and contractual exclusions removed.

4.5.2 All Risk Builder's Risk Insurance - A policy acceptable to Landlord, and thereafter at all times during the performance of Tenant's Construction Work maintain All Risk Builder's Risk Insurance naming Landlord and Tenant's Contractor as additional insureds, as their interests may appear, set forth in the single policy, written on the completed value basis in an amount not less than the anticipated construction costs for of Tenant's Work and all authorized change orders.

4.5.3 Comprehensive Automobile Liability - A policy acceptable to Landlord, and thereafter at all times during the performance of Tenant's Work maintain Bodily Injury/Property Damage \$500,000 per occurrence, single limit. This policy shall be on a standard form written covering all owned, hired and non-owned automobiles. This policy shall be endorsed to include Landlord as an additional insured and state that this insurance is primary as regards any other insurance carried by Landlord.

4.5.4 Workers' Compensation. Tenant's Contractor shall maintain during the construction period, statutory workers' compensation insurance as required by applicable law for all of Tenant's Contractor's employees or workers at the site of the work. In case any work is sub-contracted, Tenant's Contractor shall require all of its subcontractors or agents to provide workers' compensation insurance for all its employees.

4.5.5 Umbrella Liability Insurance. Tenant's Contractor shall furnish umbrella excess liability insurance coverage on a policy acceptable to Landlord, providing coverage in excess of the limits specified above (except for workers' compensation). Such policy shall have the same inception and expiration dates as the underlying liability policies and coverage not less broad than those in the primary policies. Minimum limits shall be: \$2,000,000 each occurrence; and \$5,000,000 annual aggregate.

4.6 Tenant will supply Landlord written notice of completion of the Tenant's Work within ten (10) days following such completion, and upon such completion of Tenant's Work, Tenant shall satisfy each of the following conditions: (a) delivery to Landlord of signed lien releases from Tenant's Consultants, Tenant's Contractor and each subcontractor of any of the foregoing and all in a form acceptable to Landlord as contemplated by Section 1.3 above; (b) if required by Landlord, execution and delivery to Landlord of a notice of completion in a form reasonably acceptable to Landlord for filing in the real estate records of Davidson County, Tennessee; (c) delivery to Landlord of the "as-built" drawings if required pursuant to Section 3.2; (d) a final certificate of occupancy on the improvements of the Premises as issued by the appropriate governmental authority; (e) delivery of all assignments of construction warranties to Landlord by Tenant as contemplated by Section 1.B. of the Second Amendment of Lease Agreement to which this Tenant's Work Agreement is attached; and (f) Landlord's reasonable approval of the Premises after inspection.

4.7 As set forth in the Second Amendment to Lease to which this Tenant's Work Agreement is attached, Tenant shall be solely responsible for making all payments due to Tenant's Contractor. In the event of any default by Tenant's Contractor, Tenant shall be solely responsible for payment of all construction costs to complete Tenant's Work. If Tenant's Work is not completed within two hundred ten (210) days from the Effective Date of the Second Amendment to Lease, or not constructed by Tenant's Contractor in accordance with the Tenant's Work Final Construction Documents in Landlord's reasonable discretion (after a reasonable opportunity to cure), then Landlord shall have the right to declare a default under the Lease and exercise any one or more remedies as may be available to it thereunder, at law or in equity. Without limiting the foregoing, Landlord may deny access to the Premises to Tenant's Contractor and have the right to retain another contractor, at Tenant's sole cost and expense, to complete Tenant's Work.

5. **Release and Indemnification of Landlord Pertaining to Tenant's Work**

5.1 As and to the maximum extent permitted by applicable law, Tenant hereby forever releases and discharges Landlord and its respective agents, officers and employees (collectively the "Released Parties"), and Tenant shall cause Tenant's Contractor and each subcontractor involved in Tenant's Work to release and discharge each of the Released Parties, from any and all liability that results from Tenant's, Tenant's Contractor's or such subcontractors' presence and work in and around the Premises. Notwithstanding anything to the contrary herein, neither Tenant nor Tenant's Contractor shall be required to defend, indemnify or hold Released Parties harmless for any damage or loss caused by the negligence or willful misconduct of Landlord or its employees and agents.

5.2 Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including reasonable consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, from the acts or omissions of Tenant's Consultants, Tenant's Contractor or any subcontractors in, on and around the Premises or arising from the services rendered by any of the foregoing. The foregoing indemnity obligations shall survive the expiration or earlier termination of the Lease, including the Second Amendment to Lease to which this Tenant's Work Agreement is attached, and such indemnification obligations shall include the cost of repairing any damage to any portion of the Premises or to the property of any other person, property owners or otherwise as may arise during or after the Tenant's Work. If Landlord feels it reasonably necessary and/or appropriate, such repairs shall be made under the supervision of an architect or other consultant(s) engaged by Landlord at Tenant's cost and expense.

The above is approved and consented to as of and from the Effective Date of the Second Amendment to Lease to which this Tenant's Work Agreement is attached and comprises a part.

JRB PROPERTIES, LLC

By: 

Name: John R. Burch, Jr.

Title: Chief Manager

AUTO MASTERS OF NASHVILLE, LLC

By: 

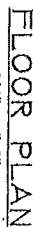
Name: Carlos Griffin

Title: Owner/Operator

Exhibit A-1

Tenant's Work Pre-Construction Plans

{See Attached Pages/Schematics A1 & A2}

[illegible]















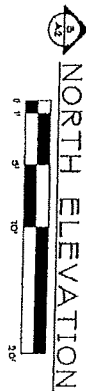
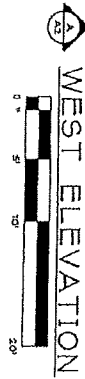


DOOLEY ASSOCIATES
ARCHITECTURE DESIGN PLANNING
8310 PENCY DRIVE, NASHVILLE, TN 37205
(615) 346-0072 www.DA-Arc.com
DOOLEY ASSOCIATES ARCHITECTS P.C.

No.	Revision	Date
1	PRELIMINARY	3-2-10
2	PRELIMINARY	6-7-10

No.	Revisions	Date

The missing persons
the property of
the United States
and a lot of other
things that are
in the hands of
the government
and the people



Sheet No. A2 of 2

the above system
of 1942 is
being changed
and is set to
be effective in 1943
- the new
- from the current
- 1943

*JRB PROPERTIES, LLC
3 Webster Lane
Nashville, TN 37205-2917*

August 13, 2013

Auto Masters of Nashville, LLC
Attn: Steve Piper / Mark Janbakhsh
4601 Nolensville Road
Nashville, TN 37211

**Via Certified Mail – Return Receipt Requested
7009 0820 0000 0072 3349**

Re: JRB Properties, LLC, as successor "Landlord" – Auto Masters of Nashville, LLC, as successor "Tenant" – 609 Thompson Lane, Nashville, Tennessee 37204 -- June 29, 1999 Lease Agreement, as heretofore extended, amended and assigned, collectively, the "Lease"

Gentlemen:

As you are aware, the third Extension Term of the Lease as contemplated by that certain First Amendment to Lease dated June 5, 2007 (the "First Amendment") under which Tenant has been leasing and occupying the Premises expired on June 30, 2013. Section 2 of said First Amendment further grants to Tenant an option for a fourth Extension Term of three (3) consecutive years commencing July 1, 2013 and expiring on June 30, 2016. Such fourth Extension Term option is exercisable by Tenant only if Tenant is not then in current or continuing default under the Lease and only upon written notice by Tenant to Landlord of Tenant's exercise of such fourth Extension Term at least one hundred eighty (180) days prior to the expiration of the third Extension Term.

This letter will serve to confirm our recent understanding and agreement that, while it failed to serve the required notice under the Lease, Tenant has advised Landlord that Tenant did wish to exercise its fourth Extension Term option to extend the Lease with Base Rent to continue to be adjusted annually during said fourth Extension Term by the CPI as provided in Section 3(c) of the Lease. Tenant having continued to occupy the Premises and pay Base Rent since July 1, 2013, Landlord hereby agrees to grant Tenant the fourth Extension Term for three (3) additional years beginning July 1, 2013 and ending June 30, 2016 and to waive Tenant's failure to timely provide written notice to Landlord of Tenant's desire and election thereof; provided, however, and notwithstanding the foregoing, such waiver by Landlord shall be limited only to the extension of the Term addressed in this paragraph and shall not be deemed to be or operate as, in part or in whole, any waiver, modification or amendment whatsoever of or to any other covenants, obligations, conditions and/or requirements of Tenant under the Lease, including, without limitation, those as to future notices with respect to any future Extension Terms options granted to Tenant under the Lease.

Further, in accordance with the terms of Section 3(c) of the Lease and the above, the annual and monthly Base Rent amount payable by Tenant remains subject to adjustment as of each July 1. The Term of the Lease having been extended as set forth above, the current adjustment is to be based upon the increase in the Consumer Price Index for all urban consumers, U.S. city average, all items (1982-84 equals 100) ("CPI") from July 1, 2012 to June 30, 2013.

Per information produced by the U.S. Department of Labor (Bureau of Labor Statistics), the data value of the CPI at the end of June, 2012 was 229.478, while the data value of the CPI at the end of June, 2013 had risen to 233.504. Therefore, under the terms of the Lease and employing the foregoing figures,

the Tenant's Base Rent payable has increased, effective as of from said July 1, 2013, in accordance with the following calculation:

$$\$49,934.09 \text{ annually} + \$49,934.09((233.504-229.478)/229.478)) = \$50,810.14$$

Or, on a monthly basis, the foregoing change equates to a new Base Rent of \$4,234.17 per month for the period July 1, 2013 through June 30, 2014 and pending next year's adjustment.

Commencing with the September 1, 2013 Base Rent payment, please make such payment (and all subsequent Base Rent payments pending the next contemplated Base Rent adjustment on or about July 1, 2014) in the revised monthly sum of \$4,234.17. For the months of July and August, 2013, Tenant owes us the additional retroactive sum of **\$146.00** to cover the shortfall given the previous monthly payments for such months of only \$4,161.17 per month. **Please submit the retroactive amount due before August 16, 2013.**

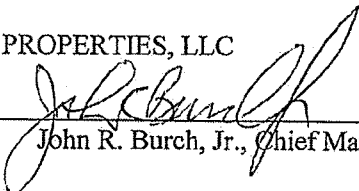
Except as extended and modified hereby, all other terms and conditions of the Lease remain in full force and effect, including all representations, warranties, covenants and obligations of Tenant, each of which are ratified and affirmed by Tenant as of the commencement date of the fourth Extension Term and the date hereof.

If you have any questions regarding the above, please contact me. Assuming none, please execute the enclosed duplicate of this letter as including the accompanying Acknowledgement and Confirmation acknowledging and affirming the agreement to extend the Term of the Lease as set for the above and confirming the new Base Rent amount(s).

Sincerely,

JRB PROPERTIES, LLC

By: _____


John R. Burch, Jr., Chief Manager

cc: Auto Masters of Nashville, LLC
609 Thompson Lane
Nashville, Tennessee 37204
Via Certified Mail – Return Receipt Requested
7009 0820 0000 0072 3363

Anoosh Bahiraei, Esq.
AB Law Group
4070 Nolensville Road
Nashville, Tennessee 37211
Via Certified Mail – Return Receipt Requested
7009 0820 0000 0072 3356

John F. Rogers, Jr., Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Via Email

ACKNOWLEDGMENT AND CONFIRMATION

Auto Masters of Nashville, LLC, a Tennessee limited liability company, executes this acknowledgement and confirmation acknowledging, confirming and agreeing upon, with due authorization given to the individual so executing the same, the terms and conditions of the above letter agreement dated as of August 12, 2013, with respect to the Lease and including, in particular, the extension of the Term of the Lease until June 30, 2016 and Base Rent adjustment as provided for above, all as of this 16 day of August, 2013.

AUTO MASTERS OF NASHVILLE, LLC

By: _____

Name: _____

Title: _____



Auto Masters of Nashville, LLC
609 Thompson Lane
Nashville, TN 37204
Tel. 615-541-1119

July 22, 2016

TO: JRB Properties, LLC
3 Webster Lane
Nashville, TN 37205-2917

RE: Auto Masters of Nashville, LLC
Property Lease Extension

To whom it may concern:

Per our email exchange, I wish to request a fifth extension to our lease for an additional three years as provided for in Section 3 of the Second Amendment to Lease. If any additional information is required, please contact me, thanks.

Sincerely,

Carlos Griffin,
Auto Masters of Nashville, LLC

*JRB PROPERTIES, LLC
3 Webster Lane
Nashville, TN 37205-2917*

July 20, 2017

Auto Masters of Nashville, LLC
Attn: Steve Piper / Mark Janbakhsh
4601 Nolensville Road
Nashville, TN 37211

Re: JRB Properties, LLC, as successor "Landlord" – Auto Masters of Nashville, LLC, as successor "Tenant" – 609 Thompson Lane, Nashville, Tennessee 37204 -- June 29, 1999 Lease Agreement, as heretofore extended, amended and assigned, collectively, the "Lease"

Gentlemen:

In accordance with the terms of Section 3(c) of the Lease and as you are aware, every July 1st for the balance of the Term of the Lease, the annual and monthly Base Rent amount payable by Tenant is subject to adjustment. The current adjustment is to be based upon the increase in the Consumer Price Index for all urban consumers, U.S. city average, all items (1982-84 equals 100) ("CPI") from July 1, 2016 to June 30, 2017.

Per information produced by the U.S. Department of Labor (Bureau of Labor Statistics), the data value of the CPI at the end of June, 2016 was 241.038. While the data value of the CPI at the end of June, 2017 had risen to 244.955. Therefore, under the terms of the Lease and employing the foregoing figures, the Tenant's Base Rent payable under the lease has increased, effective as of from said July 1, 2017, in accordance with the following calculation:

$$\$52,448.74 \text{ annually} + \$52,448.74((244.955-241.038/241.038)) = \$53,301.06$$

Or, on a monthly basis, the foregoing change equates to a new Base Rent of \$4,441.75 per month pending next year's adjustment.

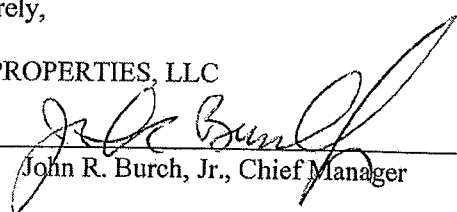
Commencing with the August 1, 2017 Base Rent payment, please make such payment (and all subsequent Base Rent payments pending the next contemplated Base Rent adjustment on or about July 1, 2018) in the revised monthly sum of \$4,441.75. For the month of July 2017, Tenant owes us the additional retroactive sum of **\$71.02** to cover the shortfall given the previous monthly payment for such month of only \$4,370.73 per month. **Please mail the retroactive amount of \$71.02 along with the August rent payment.**

If you have any questions regarding the above information, please do not hesitate to contact me.

Sincerely,

JRB PROPERTIES, LLC

By: _____


John R. Burch, Jr., Chief Manager

cc: Auto Masters of Nashville, LLC
609 Thompson Lane
Nashville, Tennessee 37204

Anoosh Bahiraei, Esq.
AB Law Group
P.O. Box 158103
Nashville, Tennessee 37215

John F. Rogers, Jr., Esq.
Burr Forman
Via Email



Printed Date: 10/18/2017
ACCOUNT # 11812005700
BILL # 2017-157061

To avoid interest, total tax must be paid in full by :
February 28th, 2018

2017 REAL PROPERTY TAX STATEMENT

RETAIN THIS PORTION FOR YOUR TAX RECORDS

Owner Address JRB PROPERTIES, LLC 3 WEBSTER LN C/O JOHN R BURCH JR NASHVILLE, TN 37205	
Property Address 609 THOMPSON LN	
Classification Commercial	
Subdivision LOT 63 SEC 3 SIDCO	
Acres 0.56	Council District 16
Land Value	\$ 378,100.00
Improvement Value	\$ 108,500.00
Personal Property	\$ 0.00
Total Value	\$ 486,600.00
Exemption	NO
Equalization Factor	0.0000
Assessed %	40
Assessed Value	\$ 194,640.00
Tax Rate	3.1550
Base Tax	\$ 6,140.89
Rollback Tax	\$ 0.00
Interest Due	\$ 0.00
Prior Payments	\$ 0.00
Balance Due	\$ 6,140.89

Your taxes are distributed as follows:

<u>Fund Description</u>	<u>Rate</u>	<u>GSD Tax</u>	<u>USD Tax</u>	<u>Amount</u>
GSD GENERAL FUND	1.28800	2,506.96	0.00	2,506.96
GSD DEBT SERVICE	0.29700	578.08	0.00	578.08
GSD SCHOOL DEBT SERVICE	0.12600	245.25	0.00	245.25
GSD SCHOOLS GENERAL PURPOSE	0.99400	1,934.72	0.00	1,934.72
USD GENERAL FUND	0.33400	0.00	650.10	650.10
USD DEBT SERVICE	0.06600	0.00	128.46	128.46
USD FIRE PROTECTION	0.05000	97.32	0.00	97.32
Total Base Tax	3.1550	\$ 5,362.33	\$ 778.56	\$ 6,140.89

- Payment History

Original Tax Due	6,140.89
Adjustments	0.00
Interest Accrued	0.00
Previous Base Tax Payments	0.00
Previous Interest Payments	0.00
Current Base Tax Due	6,140.89
Current Interest Due	0.00
Total Current Amount Due	6,140.89

The Metropolitan Trustee accepts partial payment of taxes which have not been turned over to the Chancery Court for collection. The tax lien held against the property will remain in effect until the balance of the property tax has been paid in full, pursuant to T.C.A. 67-5-2101 et seq.

 ADA (615) 862-6330

CUT OR TEAR ALONG THIS LINE

Charlie Cardwell, Metropolitan Trustee
700 Second Avenue South, Suite 220
P.O. Box 196358
Nashville, TN 37219-6358

PAY ONLINE AT: nashville.gov/trustee

ACCOUNT 11812005700	BILL # 2017-157061
PROPERTY ADDRESS 609 THOMPSON LN	
AMOUNT REMITTED:	

Current Amount Due :	\$ 6,140.89
Suggested Monthly Payment:	\$ 1,228.18

To avoid interest, total tax must be paid in full by : February 28th, 2018

Important: Return this portion with your payment. Use the address below for current payment only. Make check payable to:

☐ Address Change

☐ Credit Card Payment

JRB PROPERTIES, LLC
3 WEBSTER LN
C/O JOHN R BURCH JR
NASHVILLE, TN 37205

Metropolitan Trustee
Real Property Tax Dept.
PO BOX 305012
Nashville, TN 37230-5012

1521440000

112210388

1102500490

11994900

October Rent

MEMO

JRB Properties, LLC
3 Webster Lane
Nashville, TN 37205

Four Thousand Four Hundred Forty-One and 75/100

PAY TO THE ORDER OF JRB Properties, LLC

\$ 4,441.75

9/28/2017

4966

AUTO MASTERS OF NASHVILLE LLC
608 THOMPSON LANE
NASHVILLE, TN 37204

First Tennessee Bank

Printed Name

Printed Date

Printed Amount

005259075496947
10640069123 10/11/2017

THIS IS A LEGAL COPY OF
your check. You can use it
the same way you would
use the original check.
RETURN REASON - B
UNCOLLECTED
FUNDS HOLD

061000146
10/19/2017
9424593794

UNCOLLECT HOLD

UNCOLLECT HOLD

CHARGEBACK NOTICE
TRUXTON TRUST
4525 HARDING ROAD SUITE 300
NASHVILLE TN 37205-2190

10/18/2017

We have charged Checking account 1000371 for the attached
deposited check that was returned because of UNCOLLECTED FUNDS

Drawee Bank	Maker	Chk Date	Check Amount
First Tennes	Auto Masters of Nashville	09/28/17	4,441.75
JRB PROPERTIES LLC			Fee Amount
3 WEBSTER LN			7.50
NASHVILLE TN 37205-2917			

The above fee has been
charged to Checking
account 1000371

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:17-bk-07036 Auto Masters, LLC](#)

Judge: Charles M Walker **Chapter:** 11
Office: Nashville **Last Date to file claims:** 02/15/2018
Trustee: **Last Date to file (Govt):**
Creditor: (6503635) **Claim No: 24** *Status:*
JRB Properties, LLC *Original Filed* *Filed by:* CR
3 Webster Lane *Date:* 02/13/2018 *Entered by:* DAVID W
Nashville, TN 37205 *Original Entered* HOUSTON, IV
 Date: 02/13/2018 *Modified:*

Amount claimed: \$10582.64

History:

[Details](#) [24-1](#) 02/13/2018 Claim #24 filed by JRB Properties, LLC, Amount claimed: \$10582.64 (HOUSTON, DAVID)

Description: (24-1) Property Lease

Remarks: (24-1) see attachments

Claims Register Summary

Case Name: Auto Masters, LLC
Case Number: 3:17-bk-07036
Chapter: 11
Date Filed: 10/17/2017
Total Number Of Claims: 1

Total Amount Claimed*	\$10582.64
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		