

Fill in this information to identify the case:Debtor 1 Auto Masters, LLC

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEECase number: 17-07036

FILED

U.S. Bankruptcy Court
MIDDLE DISTRICT OF TENNESSEE

2/13/2018

MATTHEW T. LOUGHNEY, Clerk

**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>Carney Charlotte Pike, 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>Carney Charlotte Pike, LLC</u> Name 4500 Bowling Blvd., Suite 100 Louisville, KY 40207 Contact phone <u>502-893-3366</u> Contact email <u>mcarney@carneymanagement.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Contact phone _____ Contact email _____
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? _____	

Official Form 410

Proof of Claim

page 1

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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<div style="display: flex; justify-content: space-between;"><div>\$ <u>126959.43</u></div><div>Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<p>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 healthcare information.</p> <p style="text-align: center;"><u>Lease</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div> <div>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>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.)</div> <div><div>Value of property:</div><div>\$ _____</div></div> <div><div>Amount of the claim that is secured:</div><div>\$ _____</div></div> <div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div></div> <div><div>Annual Interest Rate (when case was filed)</div><div>_____ %</div></div> <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition.</div> <div style="text-align: right;">\$ <u>57091.23</u></div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) 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 2/13/2018
MM / DD / YYYY

/s/ Martin S. Carney

Signature

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

Name Martin S. Carney

First name Middle name Last name

Title Authorized Agent

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 4500 Bowling Blvd., Suite 100

Number Street

Louisville, KY 40207

City State ZIP Code

Contact phone 502-893-3366 Email mcarney@carneymanagement.com

STATE OF TENNESSEE
COUNTY OF DAVIDSON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), made as of this 15th day of May, 2011, by and between **Carney Charlotte Pike, LLC**, a Kentucky limited liability company, having its address of 4500 Bowling Boulevard, Suite 250, Louisville, Kentucky 40207 (hereinafter referred to as "Lessor") and **Mehran "Ron" Janbash**, an individual d/b/a Auto Masters of Tennessee, having an address of 712 Gallatin Pike, Madison, TN 37115 (hereinafter referred to as "Lessee"),

WITNESSETH:

WHEREAS, in consideration of the mutual covenants herein contained, and TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows.

Section One
Demise, Description, and Use of Premises

Lessor hereby leases to Lessee and Lessee leases from Lessor, on the terms and conditions hereinafter set forth, that certain vacant real property (which includes some lighting and blacktop, but no other significant improvements) known as **5509 Charlotte Pike, in the City of Nashville, Davidson County, Tennessee 37209**, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises"). Lessee may use the Premises for the purpose of conducting thereon the business of operating a motor vehicle sales lot selling and/or financing vehicles at retail to the general public and for incidental purposes related thereto; provided, however, that Lessee shall not use the Premises in such a manner as to violate any applicable law, rule, ordinance or regulation of any governmental body, including, but not limited to, all environmental protection laws (or any covenant of record as of the date of this Lease that runs with the Premises). It is specifically understood that Lessee will place and properly maintain upon the Premises a modular office building for its commercial purposes subject to Lessor's approval of the building and location, not to be unreasonably withheld, which shall remain the property of Lessee at all times, but which shall comply with all local laws and zoning regulations.

Section Two
Term, Rent, and Deposit

The original term of this Lease (hereinafter sometimes referred to as the "Term") shall be for a period of five (5) years. Said term, and Lessee's obligation to pay rent, shall commence on the earlier of the following dates (referred to as "Commencement Date"): (a) forty-five (45) days after the date that all parties hereto have executed this Lease or (b) the date on which Lessee shall open the Premises for business.. On or prior to the Commencement Date, Lessee shall pay to Lessor the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) to be applied to the first full month's minimum rent due under this Lease. Provided that Lessee is not in default of its obligations under this Lease (or if in default, has commenced the curing of that default and thereafter diligently prosecutes such cure to completion), Lessee shall have the option, upon six (6) months prior written notice of the Term or any Extension, to extend the Term of this Lease (hereinafter sometimes referred to as the "Extension" or "Extensions") upon the same terms and conditions as herein contained for two (2) additional periods of five (5) years each, commencing at midnight on the date on which the original Term or the previous Extension expires. Each option, if exercised, must be executed consecutively. The Premises is hereby leased for the Term at the monthly rental per the following table, payable in advance on the first day of each calendar month of the Term and any Extension thereof (hereinafter referred to as the "Rents"):

<u>TERM</u>	<u>YEARS</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
	1 - 2	\$3,000.00	\$36,000.00
	3 - 5	\$4,000.00	\$48,000.00
<u>OPTION #1</u>	<u>YEARS</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
	6 - 10	\$4,625.00	\$55,500.00
<u>OPTION #2</u>	<u>YEARS</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
	11 - 15	\$5,000.00	\$60,000.00

Access and possession of the Premises by Lessee will begin upon execution of this Agreement. All rental payments shall be made to Lessor at his address of 4500 Bowling Boulevard, Suite 250, Louisville (Jefferson County), Kentucky 40207, or at such address as may be established by Lessor from time to time. Lessee shall pay the rent, taxes, insurance, common area maintenance expenses and any and all expenses related to the Premises as specified herein and in Section Three hereof. If any payment due under this Lease has not been received by Lessor on or before the fifth

(5th) calendar day of the month in which it is due, a late charge of ten percent (10%) of the amount of such overdue payment may be charged, and an additional ten percent (10%) late charge may be charged on the first (1st) day of each calendar month thereafter until the delinquent payment has been paid in full. If Lessor fails to receive any payment due hereunder on or before the fifth (5th) calendar day of the month in which it is due for two out of three consecutive months, or in any three out of twelve consecutive months, the foregoing late charge and additional late charge shall increase from ten percent (10%) to twenty percent (20%).

Section Three
Lessee's Covenants

Lessee agrees:

(a) *[To Pay Rent.]* That Lessee will pay Rents at the times and in the manner aforesaid.

(b) *[To Pay Taxes.]* That Lessee will pay any and all real estate taxes, ad valorem taxes and assessments levied or assessed against the Premises and its building on the Premises by any appropriate municipality during the Term and the Extensions thereof prior to their due date (at lowest discounted rate), together with all interest and penalties that may accrue therein in the event of the failure of Lessee to pay those items. Lessee shall provide Lessor with evidence of the payment of said taxes within ten (10) days following their payment. If Lessee fails to pay any said taxes required to be paid by it pursuant to the terms of this Lease for any reason other than a good faith protest, or, if having protested the payment of said taxes, said taxes are required to be paid so that the Premises is not exposed to sale for such nonpayment and are not so paid, Lessor shall have the right, but not the obligation, to pay said taxes, and the amount thereof shall immediately be due by Lessee to Lessor, together with interest thereon at the Prime Rate plus five percent (5%).

(c) *[To Insure.]* (i) That Lessee will during the Term and the Extensions insure and keep insured at Lessee's sole cost and expense for the mutual benefit of Lessor and Lessee general public liability insurance in the amount of \$1,000,000 per occurrence combined single limit coverage and \$2,000,000 general aggregate inclusive of contractual liability coverages; the Commercial General Liability Insurance policy must insure against claims for bodily injury, property damage, personal injury and advertising injury occurring in, on or about the Premises. Lessee must add Lessor as an additional insured - landlord; (ii) that Lessee will, at its own cost and expense, maintain fire insurance with extended coverage endorsement for the benefit of Lessee on all buildings erected upon the Premises in an amount equal to at least one hundred percent (100%) of the full insurable value thereof, including flood insurance but excluding foundations and excavating costs, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured by Lessee in a like manner and to like extent; (iii) that Lessee shall deliver copies of

certificates of any such policies to Lessor within thirty (30) days after their effective date and each such policy shall contain a clause or endorsement to the effect that it may not be terminated or amended except after thirty (30) days prior written notice thereof to Lessor; (iv) that Lessee will pay all the premiums necessary for those purposes prior to their due date, and will promptly deliver to Lessor a copy of the policy or policies of insurance and the receipts for such premiums; provided, that if Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance, and any moneys expended by Lessor shall immediately be due by Lessee to Lessor, together with interest thereon at the Prime Rate plus five percent (5%). All of the aforesaid insurance shall be written on a form by one or more insurance companies which must be rated A/VIII or better in A.M. Best report or rated BBB or better in Standard and Poor's Insurer Solvency Review and licensed to do business in Tennessee. Lessee's insurance policy must be for a term of not less than one (1) year. An existing twelve (12) month policy with fewer than twelve (12) months on its term at lease signing is acceptable.

(d) *[To Pay Utilities.]* That Lessee will promptly pay for all gas, electric, water, sewer, trash removal and any and all other utility services furnished to or consumed on the Premises.

(e) *[To Keep in Repair and Replace Glass Broken.]* That Lessee will keep said building and the Premises, including the plumbing, heating and air-conditioning systems, parking lot and lighting, in such repair as the same are at the Commencement Date and may be put in during the Term or the Extensions, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly replace all glass thereof broken during the Term and the Extensions by other of the same size and quality.

(f) *[Not to Injure or Overload.]* That Lessee will not injure, overload, or deface or suffer to be injured, overloaded, or defaced the Premises or any part thereof.

(g) *[To Indemnify Against Accidents and Negligence.]* Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to property occurring on or about the Premises or in any manner in conjunction with the use and occupancy of the Premises in whole or in part, unless the death, injury or damage was sustained as a result of any grossly negligent act of Lessor or Lessor's agent or representatives.

(h) *[Not to Suffer Unlawful Use, or to Endanger Insurance.]* That Lessee will not make or suffer any unlawful, improper or offensive use of the Premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said city now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect the enforceability of any insurance on the building or the Premises or increase the premium thereof.

(i) *[Not to Make Alterations, Place Signs, etc.]* That Lessee will not make any alterations or additions in or to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. At Lessee's sole cost and expense, Lessee may place such sign or signs on the Premises as necessary to advertise and draw attention to its business, so long as the same comply with all local laws or the public authority having jurisdiction and so long as such sign or signs do not conflict with or obstruct the view of other lessee's signs adjacent to the Premises. Notwithstanding anything herein to the contrary, Lessee may not construct a highway sign or billboard sign on the Premises without Lessee's prior written consent, which consent may be withheld by Lessee in his sole and absolute discretion. Lessee shall be responsible for its own signs and shall pay for all electrical energy utilized in connection with the lighting of said signs installed by Lessee. All of Lessee's signs shall at all times be and remain the property of Lessee and may be removed at Tenant's election, cost and expense at any time and from time to time, and/or at the expiration or other termination of the Term or the Extensions as long as the Premises is left in the condition it was found before the sign was erected. Notwithstanding anything herein, the current pylon sign shall remain the property of Lessor and shall not be removed without prior written consent of Lessor in his sole and absolute discretion; however, Lessee may use this sign in association with its business. Nothing herein contained shall restrict or prohibit Lessee from placing in or upon the walls, windows or any fascia of the improvements constructed on the Premises any advertising materials, banners, flags, poles and/or similarly related items, without the prior consent or approval of Lessor.

(j) *[Right to Assign.]* That Lessee shall not sublet or assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

(k) *[To Permit Lessor to Enter.]* That Lessor at all reasonable times may enter to view the Premises and to make repairs which Lessor may see fit to make, or to show the Premises to persons who may wish to lease or buy, and that during six months next preceding the expiration of the Term or any Extension Lessee will permit Lessor to place and keep upon the front of the building or upon the Premises a notice that the Premises are for rent or for sale.

(l) *[To Yield up Premises.]* That at the expiration of the Term or any of the Extensions Lessee will peaceably yield up to Lessor the Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by Lessor except that Lessee shall be required to remove at Lessee's sole expense any building which is constructed or placed on the Premises by Lessee leaving the Premises in good repair in all respects, reasonable use and tear excepted, provided that Lessor has given Lessee the option to renew this Lease pursuant Section Two of this Lease hereof and under the same terms and conditions of this Lease so long as Lessee is not in default of this Lease.

(m) *[Property and Persons on Premises at Lessee's Risk.]* That all property of any kind that may be on the Premises during the Term or the Extensions shall be at the sole risk of Lessee, and that Lessor shall not be liable to Lessee or any other person for any injury, loss or damage to property or to any person on the Premises.

(n) *[Assent Not Waiver of Future Breach of Covenants.]* That no assent, express or implied, by Lessor to any breach of any of Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(o) *[Use of Premises.]* During the Term or any Extension, the Premises may be used, occupied or sublet by Lessee for any of the following purposes: as set out in Section 1 hereof.

(p) *[Compliance with Laws.]* During the Term or any Extension, Lessee, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Premises. Lessee agrees to hold Lessor harmless from any cost, expense or liability that may be imposed or assessed against Lessor in connection with Lessee's noncompliance with any such law or regulation

(q) *[Condition of Premises.]* Lessee acknowledges that the Premises are leased "as is," and that neither Lessor nor any agent or employee of Lessor has made any representation or warranty, either written or oral, express nor implied, with respect to the condition, suitability, state of repair or zoning of the Premises.

(r) *[Maintenance and Repairs.]* That Lessee, at its sole cost and expense, shall, at all times during the Term and any Extension, maintain and keep the Premises in an orderly condition and in a state of good repair, excepting normal wear and tear.

(s) *[Mechanic's Liens.]* That Lessee agrees to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission. In the event that there is any lien against the Premises resulting from Lessee's acts or failure to act, Lessor may, but shall not be obligated to, pay such amounts as shall be necessary to eliminate such lien and the amount thereof shall immediately be due by Lessee to Lessor, together with interest thereon at the Prime Rate plus five percent (5%).

Section Four
Lessor's General Covenants and Covent for Quiet Enjoyment

The Lessor agrees:

(a) *[Parking lot.]* It is understood and agreed that Lessee will make renovations, improvements and repairs to the blacktop parking lot.

(b) *[Option to Renew Term of Lease.]* So long as Lessee is not in default, Lessor agrees to provide Lessee with opportunity to exercise Lessee's option to renew this Lease for two (2) additional five (5) year terms at a rental rate

increase set out in Section Two hereof and under the same terms and conditions of this Lease.

(c) *[Covenant for Quiet Enjoyment.]* Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

Section Five
Proviso for Re-entry

If Lessee or Lessee's representatives or assigns shall neglect or fail to perform and observe any covenant which on Lessee's part is to be performed, and the failure continues for a period of ten (10) days after Lessee's receipt of written notice from Lessor, or if Lessee's leasehold estate shall be taken on execution, or if Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of Lessee's creditors, then Lessor may, immediately or at any time thereafter, and without notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel Lessee and those claiming under Lessee and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and, at the election of Lessor, this Lease shall terminate, but without prejudice to any remedies which might otherwise be used by Lessor for arrears of rent or any breach of Lessee's covenants including, but not limited to, the following: (i) Lessor may declare Lessee in default, whereupon the entire unpaid Rents provided for herein for the balance of the Term or the current Extension, as applicable, shall immediately become due and payable; (ii) Lessor may institute a suit to collect any and all sums due Lessor by virtue of the provisions of this Lease, or for any and all damages that may accrue by virtue of Lessee's breach of this Lease, or both; (iii) Lessor may sue to restrain by injunction any violation or threatened violation of the terms, covenants, conditions or provisions of this Lease; and/or (iv) Lessor may, without prior notice to Lessee, and without demand for Rents or money due or for the observance or performance of any of said terms, covenants, conditions or provisions, terminate this Lease and obtain possession of the Premises with or without process of law. Lessee shall be responsible for and pay all costs of Lessor in connection with obtaining possession of the Premises including, but not limited to, reasonable attorneys' fees. Lessee hereby waives any claim for damages arising out of the taking of the Premises by Lessor in such event. Lessor may, but shall not be obligated to, relet the Premises for such rent and upon such terms as Lessor may see fit, but such reletting shall not relieve Lessee from its obligations to pay the rent herein reserved for the balance of the Term or the current Extension hereof, or sell the Premises, at public or private sale, without demand or notice of intention to sell; provided, however, that any rent received under any such new lease, or the proceeds of such sale, after all costs and expenses in connection therewith, shall be applied towards the satisfaction of Lessee's liability hereunder.

Section Six
Termination of Lease or Suspension of Rent in Case of Fire

Since the building to be placed on the Premises shall be the property of Lessee, there shall be no termination of this Lease or suspension of rent because of the partial or total destruction of the building by fire or other casualty.

Section Seven
Termination of Lease or Suspension of Rent in Case of Taking by Eminent Domain

Provided, also, that in case the whole or a substantial part of the Premises shall be taken by the city or state or other public authority for any public use, then this Lease shall terminate from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time; and Lessee shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of Lessor's covenant for quiet enjoyment hereinbefore contained.

Section Eight
Waiver of Liability and Subrogation

Neither Lessor nor Lessee shall be liable for any damage to property of the other found or located within the Premises or for any damage to the Premises or the building or other improvements caused by fire or other peril usually covered by a policy of insurance of the type described in Section Two (c), and each party releases the other from all liability for damage from those causes, including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of either party and shall not be limited by the amount of insurance coverage. This Section Eight shall override any inconsistent provisions of this Lease. However, this provision shall not apply to the extent that it would render void the insurance coverage obtained by Lessee or Lessor (if applicable), but only if that party (i) makes reasonable efforts to obtain insurance coverage that would not be voided by this waiver of liability and (ii) notifies the other party in writing that this waiver will not apply.

Section Nine
Holding Over

Any holding over beyond the expiration of the Term or any Extension, with or without consent of Lessor, shall be construed to be a tenancy from month to month at 150% of the monthly rental rate that was paid during the last month of the Term or the previous Extension and shall otherwise be on the same terms and conditions as provided in this Lease.

Section Ten
Partial Invalidity

If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section Eleven
Entire Agreement

This Lease contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought.

Section Twelve
Headings

The section headings of this Lease are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify or aid in the interpretation, construction or the meaning of the provisions thereof.

Section Thirteen
Governing Law

This Lease shall be governed by, and construed in accordance with, the laws of the State of Tennessee without regard to its conflict of laws rules.

Section Fourteen
Notices

All notices and demands of any kind which Lessor or Lessee may require to be served upon the other shall be given by depositing one copy of same in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows, or by personal delivery, confirmed telephonic facsimile ("fax") or a national overnight delivery service:

To Lessor:	Carney Charlotte Pike, LLC Attn: Martin S. Carney 4500 Bowling Blvd., Suite 250 Louisville, KY 40207 Phone: 502.893.3366 Fax: 502.893.0074
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To Lessee: Auto Masters
Attn: Ron Janbash
712 Gallatin Pike
Madison, TN 37115
Phone: 615.425.3227
Fax: 615.425.3230

The place to which said notices shall be sent may be changed by written notice given as hereinabove provided. All such mailed notices shall become effective on the date of mailing. Personally delivered notices, shall become effective immediately upon delivery, faxed notices shall be effective when faxed and notices to an overnight delivery service shall be effective on the date delivered to such service. However, the time period in which a response to any such notice or demand must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax or the date on the return receipt, as applicable.

Section Fifteen
Parties' Actions

Lessor and Lessee shall act diligently, and in good faith, to do all acts and sign all documentation, as is necessary to effectuate the intent and purpose of this Lease.

Section Sixteen
Brokers

Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, other than with Amir Roshan of Covenant Real Estate as agent for Lessee, which commission(s) shall be paid by Lessee under separate agreement. Each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities (including, without limitation, the cost of counsel fees) arising from the claim of any other broker, finder, etc. to the extent such claim is based upon the actions of such party.

Section Seventeen
Counterparts

This Lease may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.



Section Eighteen
Time of Essence

Time shall be of the essence in the performance by the parties hereto of their obligations hereunder.

In Witness Whereof, the parties have hereunto caused these presents to be executed in duplicate, the day and year first above written.

LESSOR: CARNEY CHARLOTTE PIKE, LLC
a Kentucky limited liability company

Kim Welsh
Witness
Tracey Leta
Witness

By: David M. Carney
Name: David M. Carney
Its: Manager

LESSEE: MEHRAN JANBASH
an individual

Ami Rashid 5/7/11
Witness

Witness

Mehran Janbash

Exhibit "A"

Description of Premises

1.38 Acres known as Tract #2 of Carney Commercial Property.

Land in the 6th Civil District of Davidson County, Tennessee, described according to a survey by J.W. Wilkinson, Surveyor, dated June 29, 1945, and also according to a survey made by William Collier Parrish, Associates, Civil Engineers, dated September 14, 1960, revised January 31, 1961, and revised August 15, 1962, and also according to a more recent survey by Everett N. Cowan of Miller, Wihry & Lee, Inc. dated September 26, 1976.

Beginning at a point on the southerly margin of Charlotte Pike, said point being 173.2 feet West of the West margin of Richland Avenue of 54th Avenue, North; thence along said Pike, South 69 degrees 44' West 439.20 feet to a point; thence South 22 degrees 05' 56" East 214.03 feet to a point; thence North 32 degrees 03' 30" East 134.80 feet to a point; said point being on the Southwest bank of the Richland Creek; thence across said Creek South 80 degrees 47' 45" East 150 feet to a point; thence North 16 degrees 30' East 58 feet to a point; thence North 25 degrees East 225.73 feet, more or less, to the point of beginning. (Tract 2 containing 1.38 acres, more or less.)

The Premises are more commonly known as 5509 Charlotte Avenue, Nashville, Tennessee.

FIRST AMENDMENT OF GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT is dated the 19th day of May, 2016 and is made between Mehran "Ron" Janbash, an individual ("Lessee") and Carney Charlotte Pike, LLC, a Kentucky limited liability company ("Lessor").

RECITALS

- A. WHEREAS Lessee has entered into a certain ground lease agreement as amended ("Lease") dated May 15, 2011 with Lessor, covering certain premises known as 5509 Charlotte Avenue, Nashville, TN 37209; and
- B. WHEREAS Lessor and Lessee desire to amend said Lease, the parties hereby agree as follows;

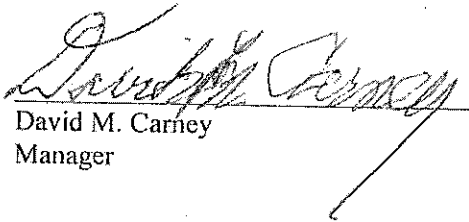
WITNESSETH

1. **TERM:** The term of the Lease shall be extended to expire May 31, 2021
2. **RENT:** The Base Rent shall be amended and modified as follows:
- Months June 1, 2016 – May 31, 2021 \$4,625.00 per month
3. **EFFECT OF MODIFICATION:** Except as expressly amended and modified by this Amendment, all terms and conditions of the Lease shall continue and remain in full force and effect throughout the extended or renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

LESSOR: CARNEY CHARLOTTE PIKE, LLC
a Kentucky limited liability company

LESSEE: MEHRAN JANBASH
an individual

By: 
Name: David M. Carney
Its: Manager

By: 

CARNEY CHARLOTTE PIKE, LLC
AUTOMASTERS BANKRUPTCY

1. CLAIM - OUTSTANDING BALANCES PRIOR TO 10/17/17

<u>Description</u>	<u>Amount</u>	<u>Time Period</u>
stormwater	\$ 117.00	10/13/16-1/11/17
stormwater	\$ 120.00	1/11/17-4/12/17
stormwater	\$ 120.00	4/12/17-7/12/17
stormwater	\$ 450.00	7/12/17-10/09/17
stormwater	\$ 35.00	10/10/17-10/16/17
2017 prop txs	\$ 9,307.80	1/1/17-10/16/17
	<u>\$ 10,149.80</u>	

2. ADMIN CLAIM- 10/17/2017-5/14/2018

<u>Description</u>	<u>Amount</u>	<u>Time Period</u>
Nov. 2017 Rent	\$ 4,625.00	11/1/17-11/30/17
Dec. 2017 Rent	\$ 4,625.00	12/1/17-12/31/17
Jan. 2018 Rent	\$ 4,625.00	1/1/18-1/31/18
Feb. 2018 Rent	\$ 4,625.00	2/1/18-2/28/18
Late Fees (as of 2/13/18)	\$ 6,591.00	11/5/17-2/13/18
March 2018 Rent	\$ 4,625.00	3/1/18-3/31/18
April 2018 Rent	\$ 4,625.00	4/1/18-4/30/18
May 2018 Rent	\$ 4,625.00	5/1/18-5/31/18
stormwater	\$ 415.00	10/17/17-1/10/18
2017 Prop Txs	\$ 2,447.73	10/17/17-12/31/17
Estimated 2018 Prop Txs	\$ 4,497.70	1/1/18-5/14/18
stormwater	\$ 450.00	1/11/18-4/12/18
stormwater	\$ 165.00	4/12/18-5/14/18
	<u>\$ 46,941.43</u>	

3. ADDITIONAL 12 MONTH CLAIM

<u>Description</u>	<u>Amount</u>	<u>Time Period</u>
Rent	\$ 55,500.00	6/1/18-5/31/19
stormwater	\$ 1,800.00	5/15/18-5/14/19
Estimated 2018/2019 Prop Txs	\$ 12,568.20	5/15/18-5/14/19
	<u>\$ 69,868.20</u>	

2/13/2018

Total Late Fees	\$ 6,591.09
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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: (6568011)
Carney Charlotte Pike, LLC
4500 Bowling Blvd., Suite 100
Louisville, KY 40207

Claim No: 26
Original Filed
Date: 02/13/2018
Original Entered
Date: 02/13/2018

Status:
Filed by: CR
Entered by: admin
Modified:

Amount claimed: \$126959.43

History:

[Details](#) [26-1](#) 02/13/2018 Claim #26 filed by Carney Charlotte Pike, LLC, Amount claimed: \$126959.43 (admin)

Description:

Remarks:

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*	\$126959.43
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		