

**GROUND LEASE
BY AND BETWEEN**

**Brigadoon Partners, LLC
(Ground Lessor)**

AND

(Ground Lessee)

Ground Lease of Property

at

The Cottages at Brigadoon

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GROUND LEASE

THIS GROUND LEASE is made and executed as of _____, 190____, by and between Brigadoon Partners, LLC, a Tennessee limited liability company ("Ground Lessor") and _____, a _____ ("Ground Lessee").

WITNESSETH:

Inconsideration of Ten and No/100 (\$10.00) Dollars, other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Ground Lessor and Ground Lessee hereby agree with each other as follows:

SECTION 1. PREMISES.

a. Ground Lessor hereby leases and lets to Ground Lessee, and Ground Lessee hereby takes and hires from Ground Lessor all that certain tract or parcel of land situated in Roane County, Tennessee, and more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, hereinafter referred to as the "Property," together with (i) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Property and any right, title and interest of Ground Lessor in and to any land lying in the bed of any street, road or highway (open or proposed) in front of or relating to the Property (all the foregoing hereinafter sometimes referred to as the "Demised Premises" and sometimes referred to as the "Premises"); (ii) all of Ground Lessor's rights, titles and interests in any award made in condemnation, eminent domain or proceeding in lieu thereof with respect to the Demised Premises; and (iii) the right of ingress and egress over and across all public parking areas and public roadways adjoining the Property which Ground Lessor now owns or otherwise controls, including, without limitation, leasehold interests, easements, or licenses depicted on the site plan attached hereto as Exhibit "B" and incorporated herein for all purposes. The Property is a part of a development known as "The Cottages at Brigadoon" (the "Brigadoon Resort") which is subject to the terms and conditions set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in _____ Book _____ Page _____ in the Register's office of Roane County, Tennessee (the "Declaration"), as such Declaration may be amended from time to time in accordance with the terms of the Declaration. Ground Lessee shall also be a member of the Brigadoon Homeowner's Association, Inc. (the "Property Owner's Association" or "POA") and such membership interest will automatically be transferred to any person or entity to whom Ground Lessee's interest in this Lease is assigned. In the event fee simple interest is transferred to the Ground Lessee or its successor and such ownership of a membership interest in the Association will be deemed to be appurtenant to such fee simple ownership and will be transferred with the sale of the Demised Premises.

SECTION 2. TERM.

a. The term of this Lease shall commence on the date hereof (hereinafter referred to as the "Commencement Date").

b. The initial term of this Lease shall be for a period of two hundred (190) years and _____ months beginning on the Commencement Date and shall terminate on December 31, 2195, unless sooner terminated or extended as herein provided.

SECTION 3. RENT.

a. All rent shall be payable in advance by Ground Lessee, without offset or demand except as otherwise provided herein. Rent for the Initial Term shall be _____ Dollars (\$_____) which shall be due and payable in full on the Commencement Date.

SECTION 4. RENT TO BE NET TO GROUND LESSOR. This Lease shall be a completely net lease and Ground Lessee shall pay to Ground Lessor, net throughout the Term, and any extension thereof, the rent described in Section 3, free of any offset, abatement or other deduction whatsoever and without notice. Ground Lessor shall not be required to make any payment of any kind whatsoever with respect to the Premises, the Property and the operations thereon or the leasehold estate of Ground Lessee in the Property. Not in limitation of the preceding

sentence, but by way of example, Ground Lessee shall be obligated to pay and shall pay any and all taxes, utilities, insurance premiums, maintenance expenses, repair and maintenance of improvements or the Premises (whether structural or otherwise), development fees, landscaping costs, capital expenditures, management fees and other costs and expenses relating to the Premises during the term of this Ground Lease. If any monetary obligations of Ground Lessee hereunder constitute "rent" or "rental" for real property and are subject to taxation under law, Ground Lessee shall pay all such tax in addition to all other rental obligations of Ground Lessee hereunder; provided, however, Ground Lessee, subject to compliance with applicable law, shall be entitled to all credits and exemptions that exist or arise by reason of any subleases and partial assignments of lease made hereafter by Ground Lessee.

SECTION 5. USE OF PREMISES.

a. The Demised Premises shall be used by Ground Lessee for construction of a resort residential vacation home subject to the terms, conditions and restrictions set forth in the Declaration and subject to the following additional restrictions (collectively the "Restrictions").

b. Ground Lessee hereby agrees that (i) no activity will be conducted in, at, on or about the Demised Premises that will produce any "Hazardous Substances" (as defined herein) or will violate any applicable "Environmental Laws" (as defined herein); (ii) Ground Lessee will not allow any conditions to exist or come into existence that constitute, or with the passage of time, may constitute a public or private nuisance; and (iii) Ground Lessee will at all times comply with all terms and conditions of the Declaration, as such Declaration may be amended from time to time in accordance with its terms. Ground Lessor or Ground Lessor's representative at Ground Lessor's cost shall have the right but not the obligation to enter the Demised Premises for the purpose of determining Ground Lessee's compliance with all Environmental Laws, the Declaration, the Restrictions and this Lease. If at any time during or after the term of the Lease, the Demised Premises is found to be contaminated in violation of the Environmental Laws, or is otherwise found not to be in compliance with the Declaration and/or the Restrictions, Ground Lessee, by reason or in consequence of any acts or omissions of Ground Lessee during the term of this Lease, shall diligently institute corrections of any such violations, and Ground Lessee agrees to indemnify, defend and hold Ground Lessor harmless from all claims, demands, actions, liabilities, costs, expenses, damages, fines, reimbursement, restitution, response costs, cleanup costs, and obligations (including investigative reports and attorney's fees) of any nature arising from or as a result of the use of the Demised Premises by Ground Lessee or any persons or entities claiming by, through, or under Ground Lessee, including, without limitation, its employees, agents, representatives, contractors, sub-contractors, assignees, licensees, sublessees, or invitees; provided, Ground Lessee shall not bear any risk or responsibility for the presence of any Hazardous Substances on, at or about the Demised Premises which occurred by reason or in consequence of any acts or omissions of Ground Lessor or other parties that occurred before the date Ground Lessee acquired title to the Demised Premises or after the termination or expiration of this Lease. The foregoing indemnification of the Ground Lessor by the Ground Lessee shall survive the termination or expiration of this Lease. The term "Hazardous Substances," as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, including, without limitation, any flammables, explosives, radioactive materials, hazardous waste, "asbestos," "asbestos containing materials," "hazardous substances," "hazardous materials," or "toxic substances," as such terms are defined or used in the Environmental Laws, the use, storage, handling, disposal, transportation or removal of which is regulated, restricted, prohibited or penalized in accordance with and by any Environmental Laws. The term "Environmental Laws," as used in this Lease, shall mean any federal, state or municipal law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment and shall specifically include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Hazardous Materials Transportation Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Hazardous Substances Act, the Federal Environmental Pesticides Act, the Toxic Substances Control Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substances and any amendments or successors in function thereto.

c. In addition to the use permitted by subsection a of this Section 5, the Demised Premises shall be used only for lawful purposes in conformance with the Declaration, the Restrictions and all other restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Demised Premises which is illegal.

SECTION 6. TAXES AND UTILITY EXPENSES.

a. Except as provided herein, Ground Lessee shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all taxes, special and general assessments, including, taxes on rent due and payable hereunder, water rent, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Demised Premises or any part thereof or any buildings, appurtenances or equipment owned by Ground Lessee thereon or therein or any part thereof, together with all interest and penalties thereon, under, or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county, village and city governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined) and all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services, furnished to the Demised Premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses"). Ground Lessee shall also pay any sewer and/or water tap fees or similar costs for connecting to any sewer or water systems providing service to the Demised Premises. Ground Lessee's obligations under this subparagraph (a) (1) shall commence on the Commencement Date. A copy of the bill for Taxes shall be sent by Ground Lessor or the Property Owner's Association to Ground Lessee within thirty (30) days after receipt by Ground Lessor or any property owner association or management company which is responsible for collecting Taxes of the entire Brigadoon Resort owned by Ground Lessor of which the Leased Premises is a part as provided in the Declaration. Any such Taxes shall be paid within thirty (30) days after Ground Lessee's receipt of the bill for Taxes. If payment is not received on or before the end of the thirty (30) day period, the Ground Lessee shall pay interest on such unpaid Taxes at the rate of ten percent (10%) per annum until such Taxes are paid. Any unpaid taxes, interest thereon and costs of collection shall constitute a lien in favor of Ground Lessor and/or the Property Owner's Association and such lien may be enforced in the same manner as unpaid assessments due under the Declaration. In the event real estate taxes are not assessed separately against the Demised Premises, the Ground Lessee shall be responsible for payment of Ground Lessee's proportional share of all real estate taxes based on the estimated value of the Lot and the estimated value of the improvements on each Lot as reasonably determined by the Board of Directors of the Property Owner's Association.

b. All such Taxes, which shall become payable during each of the calendar year, in which the term of this Lease commences and terminates, shall be apportioned pro rata between Ground Lessor and Ground Lessee in accordance with the respective portions of such year during which such term shall be in effect.

c. (1) Ground Lessee or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Ground Lessee or its designees shall conduct promptly at its own cost and expense, and free of any expense to Ground Lessor, and, if necessary, in the name of and within the cooperation of Ground Lessor and Ground Lessor shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Ground Lessee shall promptly pay all such Taxes if at any time the Demised Premises or any part thereof shall then be immediately subject to forfeiture, or if Ground Lessor shall be subject to any criminal liability, arising out of the nonpayment thereof.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate proceedings and appeals from orders therein and appeals from any judgment, decrees or orders. In the event of any reduction, cancellation or discharge, Ground Lessee shall pay the amount finally levied or assessed against the Demised Premises or adjudicated to be due and payable on any such contested Taxes.

d. Ground Lessor covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Ground Lessee under the provisions of the Lease, such refund or rebate shall belong to Ground Lessee. Any refunds attributable to the Demised Premises received by Ground Lessor shall be deemed trust funds and as such are to be received by Ground Lessor in trust and paid to Ground Lessee forthwith. Ground Lessor will, upon the request of Ground Lessee, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Ground Lessee such refund or rebate, as received by Ground Lessor. Ground Lessor further covenants and agrees on request of Ground Lessee at any time, and from time to time, but without cost to Ground Lessor, to make application individually (if legally required) or to join in Ground Lessee's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Ground

Lessee shall at any time, and from time to time, designate. Ground Lessor hereby agrees upon request of Ground Lessee to execute such instruments and to give Ground Lessee such assistance in connection with such applications as shall be required by Ground Lessee.

SECTION 7. IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS; REMOVAL OF BUILDINGS.

a. Ground Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear and insured casualty excepted), all buildings, structures and improvements at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Ground Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease.

b. Ground Lessee may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the buildings, structures, fixtures and improvements thereon, as it may deem desirable, including the demolition of any building(s), structure(s) and improvement(s) that now or hereafter may be situated or erected on the Demised Premises, subject to the terms of the Restrictions and the Declaration.

c. Until the expiration or sooner termination of this Lease (subject however to the rights of the holder of any Leasehold Mortgage [as herein defined] to obtain a new lease as set forth herein) title to any buildings, structures or improvements situated or erected on the Demised Premises and the building equipment and other items installed thereon and any situation, change or addition thereto shall remain solely in Ground Lessee; and Ground Lessee alone shall be entitled to deduct all depreciation on Ground Lessee's income tax returns for any such building or buildings, building equipment and/or other items, improvements, additions, changes or alterations.

d. On the last day or sooner termination of the term of this Lease, Ground Lessee, except as otherwise provided herein, shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, in good repair and condition unless Ground Lessee exercises its option for removal of buildings and improvements as set for the Section 7(e) below.

e. Notwithstanding and provisions of this Ground Lease to the contrary, upon the termination of this Lease the Ground Lessee shall have the right within sixty (60) days after the termination of this Ground Lease to remove any buildings and other improvements on the Demised Premises which have been constructed and paid for by Ground Lessee and Ground Lessee shall be obligated, if requested by Ground Lessor, to remove any foundations for such buildings and to repair any damages to the Demised Premises resulting from such removal.

SECTION 8. REQUIREMENTS OF PUBLIC AUTHORITY.

a. During the term of this Lease, Ground Lessee shall, at its own cost and expense, promptly observe and comply with the Declaration, the Restrictions and all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, village and city governments and of all other governmental authorities affecting the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed.

b. Ground Lessee shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Ground Lessee, or Ground Lessor (if legally required), or both (if legally required), without cost or expense to Ground Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Ground Lessee may delay such compliance therewith until the final determination of such proceeding.

c. Ground Lessor agrees, at Ground Lessee's sole cost and expense and at no cost to Ground Lessor, to execute and deliver any appropriate papers or other instruments which may be reasonably necessary or proper to permit Ground Lessee so to contest the validity or application of any such law, ordinance, order, rule, regulation or

requirement and to fully cooperate with Ground Lessee in such contest.

d. Ground Lessee shall obey, perform and comply in all material respects with any and all requirements of governmental authority existing at any time during the Term in any way affecting the Premises, or the use or condition thereof, including the construction, alteration or demolition of the improvements on the Premises, or in any other way affecting this Lease. Ground Lessee shall have the right to contest in good faith the validity of any such requirements of any governmental authority. Ground Lessee shall at its own expense obtain any and all licenses and permits necessary for its use of the Premises. The failure of Ground Lessee to comply with any requirements of any governmental authority shall not be deemed material for purposes of this Section 8(d) if such failure does not expose Ground Lessor to any civil or criminal liability and does not expose Ground Lessor's interest in the Premises to any lien, forfeiture, attachment, levy or similar risk.

SECTION 9. COVENANT AGAINST LIENS. Ground Lessor's title is and always shall be paramount to the title of Ground Lessee and nothing in this Lease contained shall empower Ground Lessee to do any act which can, shall or may encumber the title of Ground Lessor. Ground Lessee covenants and agrees that if any lien of mechanics or materialmen are placed upon or against the Premises or against Ground Lessee's leasehold interest in the Premises that it will cause such lien to be removed, bonded off or discharged within thirty (30) days after the filing thereof. Ground Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Ground Lessee, operation of law or otherwise, to attach to or be placed upon Ground Lessor's interest in the Premises, and any and all liens and encumbrances created by Ground Lessee shall attach only to Ground Lessee's interest in the Premises. Ground Lessee agrees to include such a prohibition in any contracts with any parties who or which perform services with respect to the Premises or supply materials and have statutory or common law lien rights.

SECTION 10. ACCESS TO PREMISES. Upon forty-eight (48) hours written notice, Ground Lessor or Ground Lessor's designees shall have the right to enter upon the Demised Premises accompanied by Ground Lessee or its employee(s) or agent(s), at all reasonable times to (i) examine same; and (ii) to determine Ground Lessee's compliance with the terms of the Declaration and the Restrictions. Ground Lessee agrees to provide within thirty (30) days after written request from Ground Lessor (or from the property owner's association or management company managing the Brigadoon Resort of which the Leased Premises is a part), such documents, records and other information reasonably necessary or appropriate to determine if Ground Lessee is in compliance with the terms of this Lease, the Declaration and/or the Restrictions.

SECTION 11. ASSIGNMENT AND SUBLETTING.

a. Ground Lessee may assign or sublease this Lease or the Demised Premises (in whole but not in part) without the prior written consent of Ground Lessor.

SECTION 12. INDEMNITY.

a. Ground Lessee agrees to pay, and to protect, indemnify and save harmless Ground Lessor and all beneficiaries, agents and employees of Ground Lessor from and against any and all liabilities, losses, causes of action, suits, claims (including all third-party claims for personal injury or property damage), demands, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs (including sums paid in settlement of claims) and expenses (including all attorney's fees, consultants' or experts' fees and other expenses of Ground Lessor in connection with any of the foregoing and all costs incurred in enforcing this indemnity) of any nature whatsoever (except those arising from the negligent or intentional acts of Ground Lessor, its agents or employees), arising from (a) Ground Lessee's use and occupancy of the Premises (including statutory liability and liability under workers compensation laws), (b) any injury to, or the death of, any person or any damage to property on the Premises occurring during the term hereof, (c) any act of negligence of the Ground Lessee, (d) Ground Lessee's violation of any agreement, condition, covenant, representation or warranty contained in this Lease, and (e) violation by Ground Lessee of any contract or agreement to which Ground Lessee is a party and affecting the Premises or any part thereof or the occupancy or use thereof, or (f) violation by Ground Lessee of any environmental laws or other applicable laws. For the purpose of subsections (a) through (f) of the preceding sentence, the term "Ground Lessee" shall include Ground Lessee and any other person occupying all or any portion of the Premises during the term hereof, and any officer, agent, employee, guest, or invitee of any of them. Ground Lessee upon notice from Ground Lessor will defend any claim of the nature described in this Section at the Ground

Lessee's expense by counsel reasonably approved in writing by the Ground Lessor. The foregoing indemnification and the responsibilities of Ground Lessee shall survive the termination or expiration of this Lease.

b. Except for its intentional acts and omissions or the intentional acts and omissions of its officers, agents, servants, employees or contractors, Ground Lessor shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Ground Lessee or to any of Ground Lessee's officers, agents, servants, employees, contractors, invitees, customers or sublessees.

SECTION 13. INSURANCE.

a. Ground Lessee shall provide at its expense, and keep in force during the term of this Lease, commercial general liability insurance with an insurance company or companies licensed to do business in the state of Tennessee selected by Ground Lessee and reasonably satisfactory to the Ground Lessor and to the holder of any mortgage permitted pursuant to the provisions of Sections __ or __ hereof (all of such mortgages being hereinafter collectively referred to as "Mortgage" or "Mortgages" and the holder(s) thereof as "Mortgagees"), and in the amount of at least Two Million (\$2,000,000.00) Dollars with respect to injury or death to any one person, and Two Million (\$2,000,000.00) Dollars with respect to injury or death to more than one person in any one accident or other occurrence and Two Million (\$2,000,000.00) Dollars with respect to damage to property. The amount of such insurance shall be increased at the request of Ground Lessor and its successors and assigns if liability insurance on similar properties is increased during the Term of the Lease or any extensions thereof.

b. During the term of this Lease, Ground Lessee shall keep all buildings, structures and improvements on the Demised Premises insured for the benefit of Ground Lessor and Ground Lessee and the holder of any such Mortgage, as their respective interests may appear, against loss or damage by fire and customary all risk, all perils extended coverage for not less than the full replacement cost thereof, and for one year of business rental interruption (attributable to all perils insured against under Section 14(a), attributable to the prevention of access by Ground Lessee to the Premises by civil authority, or attributable to a casualty to, or temporary taking of, the Property and/or any improvements located thereon). All such policies or certificates thereof, shall be held by the Mortgagee, if any, or by Ground Lessee, so long as there shall be no such Mortgage.

c. All of the policies of insurance referred to or provided for in this Lease shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State of Tennessee. Such required insurance may be carried under blanket policies that include other properties and under so-called "umbrella" policies, provided that the Premises is named separately and claims relating to other properties covered thereby do not reduce the coverage applicable to the Premises. Upon request, Ground Lessee shall deliver to Ground Lessor and/or the Property Owner's Association certificates showing such required insurance to be in full force and effect. Such certificates shall be endorsed to show the receipt by the issuer of the premiums therefor or shall be accompanied by other evidence of payment of such premiums. If the premium covers more than one year and may be paid in installments, only an annual installment must be paid in advance. Such policies for property loss insurance coverage shall contain express waivers by the insurer of any rights of subrogation against Ground Lessor and the Property Owner's Association. The Ground Lessee hereby waives any claims it may have against the Ground Lessor to the extent that Ground Lessee elects to carry a deductible with respect to the property loss insurance policy contemplated hereby.

d. All public liability insurance and property loss insurance required to be provided by Ground Lessee shall name Ground Lessee as insured and shall name Ground Lessor and the Property Owner's Association as additional insured, with respect to the Premises only, as its interests may appear. All insurance required to be provided by Ground Lessee may, at the option of Ground Lessee, name any Mortgagee or any other Persons, all as their respective interests may appear. At the option of Ground Lessor, Ground Lessee's liability insurance policy shall name the holder of any Fee Mortgage as an additional insured.

e. All policies of insurance referred to herein, except for the public liability insurance, shall provide for payment of loss to Ground Lessee, and may be applied by Ground Lessee to such purposes as Ground Lessee, in its discretion, deems appropriate, subject to the requirements of any Leasehold Mortgage. All such policies of insurance shall provide for the adjustment of claims with the insurers under such policies by Ground Lessee. All public liability insurance policies shall provide for payment of loss and application of insurance proceeds in the

same manner as is customary in public liability insurance policies having a ground lease Ground Lessee as an insured and a ground lease Ground Lessor as an additional insured. All liability insurance policies maintained by the Ground Lessee hereunder shall be primary and non contributory with any liability insurance policies maintained by the Ground Lessor and/or the Property Owner's Association and shall contain contractual liability coverage.

f. All such policies shall provide that they may not be canceled or the coverage afforded thereby diminished or otherwise altered by the insurer until at least thirty (30) days after service of notice of the proposed cancellation upon Ground Lessor and the Property Owner's Association.

SECTION 14. WAIVER OF SUBROGATION. Ground Lessee and Ground Lessor hereby waive all rights of subrogation against each other under any insurance policies maintained by Ground Lessor and/or Ground Lessee to the maximum extent such waiver of subrogation will not adversely affect insurance coverage thereunder. The parties hereto agree that their respective insurance policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the Ground Lessee pays such extra cost.

SECTION 15. DESTRUCTION.

a. **Repair or Restoration.** If, at any time during the term, the improvements on the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Ground Lessee shall, subject to the provisions of Section 16(d) below, promptly repair, restore, replace and/or rebuild, as appropriate, the improvements at Ground Lessee's sole cost and expense.

b. **Ground Lessor Not Obligated.** Under no circumstances shall Ground Lessor be obligated to make any payment, disbursement or contribution towards or on account of the cost of the Work.

c. **Mortgagee Proceeds Requirement.** Notwithstanding the provisions of Section 14 and this Section 16, if any holder of a Leasehold Mortgage approved pursuant to Section 19(b) hereof, in accordance with the terms of such Leasehold Mortgage, requires Insurance Proceeds with respect to a casualty or other damage or destruction of the improvements to be paid to such Leasehold Mortgagee on account of the indebtedness secured by such Leasehold Mortgage, then, subject to the rights of any other Mortgagees with respect thereto, such payment shall be made to such Leasehold Mortgagee. In such event, Ground Lessee will, at its sole costs, within sixty (60) days after such casualty remove all debris from the Leased Premises and restore the Leased Premises to its original condition..

SECTION 16. EMINENT DOMAIN.

a. **General.** If, at any time during the term of this Lease, the Premises or any part thereof is involved in a Taking, then the provisions of this Section 17 shall apply to the condemnation proceedings and the distribution of any Condemnation Awards pertaining thereto. As used herein, a "Taking" shall mean any taking or damaging of the Premises, or any portion thereof, interest therein, or right appurtenant thereto, by any governmental or public authority as a result of (or any sale of the Premises or any portion thereof, interest therein or right appurtenant thereto to any governmental or public authority under threat or in lieu of) the power of condemnation or eminent domain, including severance damage and any change in grade. As used herein, "Condemnation Awards" shall mean the aggregate amount of any condemnation award or awards payable with respect to a Taking, whether by agreement or pursuant to a judgment or otherwise, with any interest thereon, net of any unreimbursed costs and expenses of collecting the same.

b. **Improvements.** If a Taking occurs prior to the Expiration or earlier Termination of this Lease, the entire value of the improvements shall be attributed solely to Ground Lessee and the portion of the Condemnation Award attributable to the improvements shall belong entirely to Ground Lessee (and any Mortgagees of Ground Lessee's interest in the Leasehold, as their interests may appear), with Ground Lessor having no interest therein. This provision shall govern whether or not separate awards are made to Ground Lessor and Ground Lessee, and the provisions hereof relating to a division of the Condemnation Award shall be applicable only to the portion thereof not attributable to the improvements. If a portion of the Condemnation Award is expressly designated as compensation for the Taking of improvements and a portion is expressly designated as compensation for the Taking of the Property, such express designations shall be controlling for purposes of this Article 17.

c. Separate Awards by Court. The court in such condemnation proceedings shall, if not prohibited by law, be requested to make separate awards to Ground Lessor and Ground Lessee, and Ground Lessor and Ground Lessee shall request such action by such court, provided Ground Lessee's award shall not be reduced by any such award to Ground Lessor and Ground Lessor's award shall not be reduced by any such award to Ground Lessee. The provisions of Section 17(d) concerning termination of the term of this Lease and receipt and payment of the award shall also apply to circumstances governed by this Section 17(c) and shall be taken into account by the court in rendering separate awards.

d. Single Award by Court.

(1) General. If the court in such condemnation proceedings is prohibited by law from making separate Condemnation Awards to Ground Lessor and Ground Lessee, or declines to do so, then the provisions of this Section 17(d) shall apply to the distribution of the single Condemnation Award made by such court.

(2) Total Taking. If a Total Taking occurs, the rent shall be prorated between Ground Lessor and Ground Lessee as of the Date of Taking, and this Lease shall be Terminated as of the Date of Taking. The following provisions shall apply to the allocation of any, single Condemnation Award for such Total Taking:

(A) Receipt of Award. All sums, including damages and interest, constituting the Condemnation Award shall be deposited promptly with a mutually agreeable escrow agent (with Ground Lessor and Ground Lessee agreeing that a nationally known title insurance company is acceptable), and shall be distributed pursuant to the terms of this Section 17(d)(A).

(B) Payment of Award. The Condemnation Award shall be distributed among the following categories:

(i) to Ground Lessee, any amount assessed, awarded, paid or incurred to remove or relocate Ground Lessee, plus any amount awarded for detriment to business;

(ii) to Ground Lessee, a sum equal to the entire value of the improvements;
and

(iii) the balance, if any, of the Condemnation Award shall be paid to Ground Lessee and Ground Lessor in proportion to the respective values of (i) Ground Lessee's leasehold interest in the Land (excluding those items described in clauses (i) and (ii) above), and (ii) Ground Lessor's fee simple title to the Land, taking into account the effect this Lease has on the value of Ground Lessor's title to the Property.

(C) Partial Taking. If a Partial Taking occurs, the term shall not be reduced or affected in any way, this Lease shall remain in full force and effect for the portion of the Premises remaining after such Taking, and the rent shall be reduced in the same proportion that the area of the Land so taken (measured in square feet) bears to the area of the Property immediately prior to such Taking (also measured in square feet). The following provisions shall apply to the allocation of any, single Condemnation Award for such Partial Taking:

(i) Receipt of Award. All sums, including damages and interest, constituting the Condemnation Award shall be deposited promptly with a mutually agreeable escrow agent, and shall be distributed and disbursed pursuant to the terms of this Section 17(d)(2)(C).

(ii) Performance of Work. If the improvements or any part thereof shall be damaged or destroyed by such Taking, Ground Lessee, in its sole discretion, may commence and thereafter proceed to repair, restore, alter, replace or rebuild the remaining part of the damaged improvements. If Ground Lessee does not elect to repair, restore, alter, replace or rebuild the remaining part of the damaged improvements, Ground Lessee shall (i) take such steps as are reasonably necessary to render the damaged improvements clean and free of debris, and (ii) if the damaged improvements are rendered unfit for use

as a result of such Taking, demolish the damaged improvements and leave the Property clean and free of debris.

(iii) Payment of Proceeds. The Condemnation Award shall be distributed among the following categories:

- (a) to Ground Lessee, the cost of repairing, restoring, altering, replacing, rebuilding or demolishing the damaged improvements, or otherwise rendering the damaged improvements and the Property clean and free of debris;
- (b) to Ground Lessee, the value of Ground Lessee's interest in the improvements so taken (to the extent not included under clause (a) above) plus any amount awarded for detriment to business; and
- (c) to Ground Lessee and Ground Lessor in proportion to the respective values of (i) Ground Lessee's Leasehold interest in the portion of the Land so taken, plus the diminution in the value of the remaining portion of the Leasehold, and (ii) Ground Lessor's fee simple title in the portion of the Property so taken, taking into account the effect this Lease has on the value of Ground Lessor's title to the Property (it being understood that such respective values shall include, without limitation, the effect the loss of any access taken in such Taking on the values of such interests).

(D) Deficits. If the Condemnation Award received by Ground Lessee is insufficient to pay the entire cost of the Work, Ground Lessee shall pay the amount of any such deficiency if Ground Lessee elects to repair or restore such improvements to their condition prior to the Date of Taking. With respect to Condemnation Awards under Section 16(d)(2)(C), Ground Lessee and Ground Lessor shall promptly after the making of such a Condemnation Award, engage an MAI Appraiser unrelated to either party with at least ten (10) years experience in evaluating properties such as the Premises in the Knoxville metropolitan area to appraise the value of the categories set forth above. The Condemnation Award shall then be divided between Ground Lessor and Ground Lessee on a prorata basis according to the values determined by such MAI Appraiser. The determination of such MAI Appraiser will be final and binding on both Ground Lessor and Ground Lessee. If Ground Lessor and Ground Lessee cannot agree upon an MAI Appraiser within thirty (30) days after the payment of the Condemnation Award to the escrow agent, then the escrow agent shall either choose between the parties selected by Ground Lessor and Ground Lessee or choose a third MAI Appraiser to perform the duties set forth herein. The Condemnation Award available for distribution to Ground Lessor and Ground Lessee shall be reduced by the amount of fees and expenses charged by the MAI Appraiser. The MAI Appraiser shall submit a written report to the Ground Lessor, Ground Lessee and escrow agent simultaneously with completing its determination.

(E) Temporary Taking. If a Temporary Taking occurs, the term of this Lease shall not be reduced or affected in any way and Ground Lessee shall continue to pay in full the rent, without reduction or abatement, in the manner and at the times herein specified. Except only to the extent that Ground Lessee is prevented (either legally or as a practical matter) from so doing pursuant to the terms of the order of the condemning authority, Ground Lessee shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease as though such taking had not occurred. In the event of any such Temporary Taking, Ground Lessee shall be entitled to receive the entire amount of any Condemnation Award made for such Temporary Taking whether such award is paid by way of damages, rent or otherwise; provided, however, if the period of temporary use or occupancy shall extend beyond the date of the expiration or termination of the term, such Condemnation Award shall be prorated by Ground

Lessor and Ground Lessee as of such date of expiration.

e. Condemnation Proceedings. Ground Lessee, Ground Lessor, and any Mortgagee shall each have the right, at its own expense, to appear in any condemnation proceeding and to participate in any and all negotiations, hearings, trials and appeals therein.

f. Notice of Condemnation. In the event Ground Lessor or Ground Lessee shall receive notification of any proposed or pending condemnation proceeding affecting the Premises, the party receiving such notification shall promptly give notice to the other party.

g. Mortgagee Condemnation Award Requirement. Notwithstanding the provisions contained in this Section 17, if any Mortgagee elects, in accordance with the terms of its Leasehold Mortgage, to require the portion of any Condemnation Award that is attributable to the improvements, or that would otherwise be payable to Ground Lessee hereunder, to be paid to the Mortgagee on account of the indebtedness secured by such Mortgage, then, subject to the rights of any other Mortgagees with respect thereto, such payment shall be made to such Mortgagee, and Ground Lessee shall be relieved of all obligations, monetary or otherwise, established under this Section 17. Provided, however, no Mortgagee will have any greater rights to any Condemnation Award than the rights of the Ground Lessee set forth herein.

SECTION 17. MORTGAGES.

a. Ground Lessor hereby covenants and agrees that during the original term or any renewal terms of this Lease, Ground Lessor shall not have the right or power at any time to mortgage or otherwise create any security or other liens or encumbrances upon or affecting the buildings, structures, and other improvements located on the Property and owned by Ground Lessee, and Ground Lessor shall not have the right or power to mortgage or to modify, extend, renew, replace, refinance or otherwise change or affect any Mortgage given by Ground Lessee pursuant to the terms of this Lease, and Ground Lessor acknowledges and agrees that all such rights and powers are hereby exclusively and irrevocably vested in and granted to Ground Lessee, subject to the terms and conditions hereinafter set forth in Section 19 of this Agreement.

b. Ground Lessor shall have the right, at any time and from time to time, during the original term or any renewal term of this Lease to subject the fee interest of Ground Lessor in the Property, or any part or parts thereof, including all rights and easements appurtenant thereto, exclusive of all buildings, structures and other improvements located on the Property and owned by the Ground Lessee to any one or more mortgages (the "Permitted Mortgages") and to renew, modify, consolidate, replace, extend and/or refinance. Any and all of the foregoing being hereinafter included in the term "Refinance" or "Refinancing" as used herein and such terms shall also include the replacement of any Permitted Mortgage which shall have been satisfied when due or by prepayment any one or more such Permitted Mortgages. If Ground Lessor shall desire and obtain a commitment for such a Permitted Mortgage or Refinancing, Ground Lessor shall give Ground Lessee notice thereof and of the closing date therefor, at least fifteen (15) days prior thereto, and Ground Lessee agrees that it shall, at or prior to the closing of such Permitted Mortgage or Refinancing, execute, acknowledge and deliver such documents as shall be required or desired by, and in form satisfactory to, the Lending Institution to perfect, validate and effectuate any such Permitted Mortgage provided Ground Lessee shall not incur any liability or obligation of any kind whatsoever by reason of such Permitted Mortgage and provided further the Lending Institution shall execute, acknowledge and deliver such subordination, non-disturbance and attornment agreement and such other documents as shall be reasonably required by Ground Lessee and in form reasonably satisfactory to Ground Lessee. For purposes of this Lease, the term "Lending Institution" shall mean any insurance company; bank or trust company; savings and loan association; college, university, charitable institution or union pension, profit or retirement fund or trust; governmental agency or fund; other financial or lending institutions whose loans on real estate or with respect hereto are regulated by state or federal law. Ground Lessee covenants and agrees that Ground Lessor alone shall be entitled to all of the proceeds from any such Permitted Mortgage at any time and from time to time effected pursuant to this Lease, and Ground Lessee shall not be entitled to, and shall not receive, and shall have no interest in, such proceeds or any part thereof, and hereby directs the aforesaid Lending Institution granting such Permitted Mortgage to pay the aforesaid proceeds directly to Ground Lessor and hereby covenants to execute any further documents which may be required by the aforesaid Lending Institution for such purpose. If, nevertheless, the aforesaid Lending Institution shall refuse to pay the proceeds of such Permitted Mortgage to a party other than Ground Lessee, or Ground Lessee and Ground Lessor jointly, then Ground Lessee agrees to hold all checks (or other orders for the payment of money) or cash proceeds

received by it from the said Lending Institution, in trust, and to forthwith endorse (if necessary) and turn same over to Ground Lessor. The term "Mortgage" whenever used herein shall include whatever security instruments are used in the locale of the Demised Premises such as, without limitation, deeds of trust, deeds to secure debt, security agreements, financing statements and other documentation required pursuant to the Uniform Commercial Code.

c. If Ground Lessee shall fail or refuse to execute the documents referred to in paragraph (b) of this Section 18, then Ground Lessor shall be entitled to such remedies at law and/or equity to which it may be entitled (including specific performance and declaratory judgment).

d. The terms "Mortgage" and "Permitted Mortgage" as used herein, shall include both so-called permanent financing and so-called interim building and/or construction loan financing and all advances thereunder.

e. Ground Lessor and Ground Lessee further agree to execute and deliver to any Lending Institution upon its request an Amendment of Lease incorporating such modifications of the terms and provisions of this Lease as such Lending Institution shall reasonably require as a condition precedent to their granting a loan or a commitment secured by a Permitted Mortgage. Notwithstanding the foregoing, neither Ground Lessor nor Ground Lessee shall be required to execute any Amendment of Lease which shall diminish any right or enlarge any obligation of such party under this Lease.

SECTION 18. SUBLEASE. Ground Lessee covenants and agrees that if for any reason this Lease and the leasehold estate of Ground Lessee hereunder is terminated by Ground Lessor in accordance with the terms of this Lease, such termination of this Lease shall not result in a termination of any sublease affecting the Demised Premises and other obligations of any such sublease against any sublessee thereunder but Ground Lessor shall have the same rights, remedies, and privileges as though Ground Lessor was the original sublessor under such sublease. Any such sublessee shall not be named or joined in any action or proceeding by Ground Lessor under this Lease to recover possession of the Demised Premises from Ground Lessee or for any other relief. Ground Lessee and Ground Lessor shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as Ground Lessee and/or Ground Lessor shall reasonably require.

SECTION 19. LEASEHOLD MORTGAGES.

a. **No Subordination of Ground Lessor's Fee Simple Estate.** Ground Lessor shall not be required to subordinate its fee simple interest and estate in the Demised Premises to any Mortgage of the Leasehold, but Ground Lessor shall provide Mortgagees of the Leasehold the protections described in this Section 19. Ground Lessor shall have the right to encumber its fee simple interest in the Land with such Mortgages as Ground Lessor, in its sole discretion, deems fit and proper (any such Mortgage by Ground Lessor being hereinafter referred to as a "Fee Mortgage"). Any holder of a Fee Mortgage will be subordinate to this Lease. Such Fee Mortgage shall be subject and subordinate to this Lease, the rights of Ground Lessee hereunder, the rights of any approved subtenants, and the rights of any Mortgagees of the Leasehold (whether the Mortgage of the Leasehold was created before or after the Fee Mortgage).

b. **Mortgages of the Leasehold Only.** At anytime and from time to time during the Term of this Lease, Ground Lessee may assign or encumber Ground Lessee's interest in the Leasehold by one or more Mortgages (a "Leasehold Mortgage") containing such terms and provisions as Ground Lessee may, in its sole discretion, deem fit and proper. Such right to encumber the leasehold interest of the Ground Lessee created by this Lease shall in no way imply that the fee interest of the Ground Lessor or any other interest of the Ground Lessor in the Property shall be subject or subordinate to any such Mortgage. Provided further that (i) no Mortgage shall be made in favor of any Lender if such Mortgage secures a note or notes in excess of the fair market value of the Demised Premises, unless the Mortgage contains provisions acceptable to Ground Lessor whereby (a) the Demised Premises shall be released from the lien of the Mortgage by the payment by Ground Lessee of an amount not greater than the lesser of the balance on any note attributable only to or secured only by the Demised Premises or the fair market value of the Demised Premises and (b) if the Insurance Proceeds are required pursuant to such Mortgage to be paid to the Registered Mortgagee and the Improvements will not thereafter be reconstructed with such Insurance Proceeds for any reason, the Ground Lessee must tender the release price described above to the Registered Mortgagee and the Demised Property must thereafter be released from the lien of the Mortgage or, if such Insurance Proceeds would have otherwise been divided between Ground Lessor and Ground Lessee pursuant to Section 13(e) hereof, the Ground Lessee shall pay to Ground Lessor an amount equal to the portion of such insurance proceeds which would

have otherwise been payable to Ground Lessor pursuant to said Section 13(e). If requested by any holder of a Leasehold Mortgage, Ground Lessor shall enter into a nondisturbance and attornment agreement provided that the same contains terms reasonably acceptable to Ground Lessor; provided, however such document shall not subordinate Ground Lessor's interests to the interest of the holder of the Leasehold Mortgage.

c. Protection of Mortgagee.

(1) Protection. A Registered Mortgagee (as hereinafter defined) shall be entitled to the protection set forth in this Section 19(c) in accordance with terms hereof. Each Registered Mortgagee shall be a third-party beneficiary of the provisions of this Section with the full right to enforce them provided that in no event shall any such Mortgagee have the right to declare a default by Ground Lessor hereunder or otherwise to terminate this Lease by virtue of such third party beneficiary rights. Nevertheless, Ground Lessor and any holder of a Fee Mortgage on the one hand and Ground Lessee and any Registered Mortgagee on the other hand shall, within ten (10) days after receipt of a Notice requesting same, enter into a separate agreement directly with any applicable parties confirming that the provisions of this Lease, including, without limitation, the provisions of this Section 19(c), will be honored by and are binding upon Ground Lessor and such holder of a Fee Mortgage or Ground Lessee and such Registered Mortgagee, as the case may be.

(2) Registration. If a first priority Mortgagee shall have delivered to Ground Lessor a written Notice stating the existence of its Mortgage and setting forth the name and address of such Mortgagee, Ground Lessor thereafter shall give to such Mortgagee (a "Registered Mortgagee") simultaneously with giving such Notice to Ground Lessee, a copy of each Notice under Section 29 which Ground Lessor shall give to Ground Lessee, such copy to be addressed to such Mortgagee at the address last furnished to Ground Lessor by Notice. The Mortgage held by such Registered Mortgagee shall be referred to as a "Registered Mortgage."

(3) Notice of Event of Default. In addition to the copies of Notices pursuant to Section 30, Ground Lessor shall provide each and every Notice to the Registered Mortgagee, simultaneously with providing the Notice of each and every Event of Default to the Ground Lessee.

(4) Performance by Mortgagee of Ground Lessee's Obligations. Any Mortgagee shall have the right, but not the obligation, to perform Ground Lessee's obligations under this Lease. Ground Lessor will accept performance by any Mortgagee of any term, covenant or condition on Ground Lessee's part to be performed hereunder, with the same force and effect as though timely performed by Ground Lessee, if performed within the time periods described in subsections (A) and (B) below.

(A) Monetary Defaults. As to any payment of Rent, within forty-five (45) days after Notice of such Event of Default is given by Ground Lessor to such Mortgagee as provided in Section 19(c)(3) above.

(B) Non-Monetary Defaults. As to all other Events of Default, within seventy-five (75) days after Notice of such Event of Default is given by Ground Lessor to such Mortgagee as provided in Section 19(c)(3) above; provided, however, that Ground Lessor will accept performance by such Mortgagee if such Mortgagee has commenced to cure such Event of Default within sixty (60) days after such Notice under Section 19(c)(3) and is diligently and continuously proceeding therewith, even if completion of the cure takes a longer period of time. Notwithstanding the foregoing, the fact that the Ground Lessor may have given notice of Event of Default to a Registered Mortgagee and such Registered Mortgagee (or another Mortgagee) may have additional time to cure such default, shall not impair or diminish any rights of the Ground Lessor to proceed against the Ground Lessee for such Event of Default (provided that Ground Lessor shall not terminate this Lease in such circumstances until after the applicable time periods contemplated hereby) including the right to charge interest on late payments of Rent hereunder and the right to collect late charges in connection therewith.

(5) Mortgagee Remedies. Ground Lessor shall not have the right to exercise Ground Lessor's right to Terminate this Lease during the time that any Registered Mortgagee shall require to exercise its rights under its Mortgage, provided that (a) the Registered Mortgagee proceeds promptly and with due diligence to exercise its rights and remedies under its Mortgage and thereafter prosecutes the same with diligence to completion (subject to

such stays and other delays as may be imposed in bankruptcy or other proceedings), and (b) the Registered Mortgagee shall promptly (i) pay when due to Ground Lessor and other Persons all payments required to be paid by Ground Lessee hereunder which have accrued and, as they accrue, all payments required to be paid by Ground Lessee hereunder which shall become due and payable during such period of time, and (ii) perform when required all other obligations of Ground Lessee hereunder during such period of time which are reasonably susceptible of being performed by the Registered Mortgagee, it being acknowledged that some obligations cannot be performed by the Mortgagee until possession or legal title is acquired, provided, however, such Mortgagee shall provide a Notice to the Ground Lessor of such obligations that it cannot so cure within thirty (30) days after such obligations accrue and such Mortgagee or other Person succeeding to the interest of Mortgagee shall be obligated hereunder so to cure such obligation within sixty (60) days after obtaining possession of the Property or otherwise eliminating the circumstance that prevented such cure. Provided, further, in the event that the efforts of Mortgagee to obtain possession of the Property or otherwise to foreclose on the estate of the Ground Lessee are suspended or not pursued vigorously, and such failure continues for a period of thirty (30) days after Notice from Ground Lessor, and more than ninety (90) days have elapsed since the expiration of the applicable period under Section 19(c)(4), then Ground Lessor's rights of termination hereunder shall be reinstated. No Mortgagee shall have the right to sue Ground Lessor for, or seek damages from Ground Lessor, in the event that the Lease has been terminated after the foregoing Notice has been given by the Ground Lessor and the Ground Lessee or the Leasehold Mortgagee have failed to cure any such default. The obligations of the Mortgagee under this Section 19(c)(5), shall not deprive the Mortgagee of its various rights to Notice and cure as provided above.

(6) No Surrender or Modification Without Notice. Anything else herein contained to the contrary notwithstanding, Ground Lessor and Ground Lessee mutually covenant and agree that so long as there exists any unpaid Registered Mortgage, this Lease shall not be modified, amended or altered and that Ground Lessor shall not accept a surrender of the Property or a Termination, cancellation or release of this Lease from Ground Lessee (except pursuant to the exercise of Ground Lessor's remedies should an Event of Default occur after first complying with the requirements of this Section 19(c)(6)) prior to the Expiration of the Term, without the prior written consent of such Registered Mortgagee.

(7) Mortgagee as Ground Lessee. The Mortgagee, or its designee or nominee, acquiring the leasehold estate under this Lease shall be obligated under this Lease only so long as it shall be vested (other than as security for a debt) with title to all, or any estate or interest in, the leasehold estate under this Lease or the new lease; such liability, however, shall extend to and include, all events and circumstances relating to or first occurring during the period that such Mortgagee owned the leasehold estate or interest therein created hereby.

(8) Termination of Lease in Bankruptcy. In the event that this Lease is terminated as a result or as part of a bankruptcy, insolvency or similar proceeding involving the Ground Lessee, then the Registered Mortgagee will have the right to require the Ground Lessor to enter into a new lease with the Registered Mortgagee on the same terms and conditions as this Lease provided that all of the following conditions are satisfied:

(A) The Registered Mortgagee provides a written notice to the Ground Lessor stating that it desires so to enter into such a new Lease the Effective Date of which notice is within thirty (30) days of the date of the order or other ruling that resulted in the termination of this Lease (hereinafter referred to as the "Rejection Date");

(B) The Registered Mortgagee actually executes and delivers to the Ground Lessor such new lease within sixty (60) days after receiving notice of the Rejection Date;

(C) The Registered Mortgagee has caused all payments of Base Rent from the Rejection Date to the date of such new lease to be paid to the Ground Lessor and has caused, or agreed in writing with the Ground Lessor to cause, all Taxes to be paid when due and payable in accordance with the Lease, even though all or a portion of such Taxes relate to the period prior to the date of the new lease or prior to the Rejection Date, and even though all or a portion of such Taxes may have been due and payable prior to either of such dates.

SECTION 20. PERFORMANCE BY GROUND LESSOR OF LEASEHOLD MORTGAGES. Ground Lessor and every successor and assign of Ground Lessor is hereby given the right by Ground Lessee in addition to any other rights herein granted, without Ground Lessee's prior written consent, to pay and perform the obligations of

Ground Lessee under any Mortgage expressly permitted under this Agreement. Ground Lessee agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder of the Mortgage to Ground Lessor, the following provisions shall apply:

a. Each such Mortgagee shall, upon serving Ground Lessee with any notice of default, simultaneously serve a copy of such notice upon Ground Lessor. The Ground Lessor shall thereupon have the same period, but not less than thirty (30) days, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and each such Mortgagee shall accept such performance by or at the instigation of Ground Lessor as if the same had been done by Ground Lessee.

b. Nothing herein contained shall require the Ground Lessor to cure any default under any Mortgage. However, in the event Ground Lessor shall elect to cure any default or defaults by Ground Lessee under any Mortgage as provided in this Section 19, no such act or acts of Ground Lessor shall constitute, or be deemed to constitute, a waiver of any right or rights of Ground Lessor set forth or referred to in Section 24 hereof

SECTION 21. INTENTIONALLY OMITTED.

SECTION 22. QUIET ENJOYMENT.

a. Ground Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease, without hindrance or molestation by any party claiming by, through or under Ground Lessor. In the event that Ground Lessee claims a default by Ground Lessor under this Section 22, Ground Lessee shall serve notice of such default upon Ground Lessor who shall have thirty (30) days thereafter to remedy or cause to be remedied such default, or, if such default cannot be remedied in said thirty (30) days, to commence to remedy such default so long as Ground Lessor continues to do so with due diligence, unless Ground Lessee is evicted from the Property prior to the remedy of such default.

b. Ground Lessor represents and warrants to Ground Lessee that it has fee simple title to the Property, and the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by them hereunder. Ground Lessor further represents and warrants to Ground Lessee that with respect to any claims or encumbrances arising by, through or under Ground Lessor only:

(1) That the Property is free from all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, except those enumerated in Exhibit "C" attached hereto and incorporated herein for all purposes the "Permitted Exceptions".

(2) That at the time of the commencement of the term, except for the Permitted Exceptions, sole and undisturbed physical possession of the entire Property will be delivered to Ground Lessee free and clear of all liens, defects in title, encumbrances, restrictions, agreements, easements, tenancies and violations of law.

(3) That at all times Ground Lessee shall have unobstructed and adequate means of ingress and egress to the Property from all abutting streets, roads and highways. In the event such ingress or egress becomes obstructed or inadequate after the Commencement Date by reason of Ground Lessor's affirmative acts or omissions, then, in such event, Ground Lessee shall be entitled to all rights and remedies at law or in equity to restrain and enjoin such affirmative acts or to mandamus Ground Lessor to perform such acts as may be necessary to restore such ingress and egress. In the event such ingress or egress becomes obstructed or inadequate after the Commencement Date for any other reason whatsoever, then, in such event, Ground Lessor shall either exercise its best efforts to restore such ingress and egress or permit Ground Lessee to do so, and should such ingress and egress not be restored to Ground Lessee's satisfaction within a reasonable time, then Ground Lessee may, at its option, (i) take such steps as Ground Lessee deems necessary, in its sole discretion, to restore such ingress and egress and recover the full costs of such restoration from Ground Lessor; or (ii) cancel and terminate this Lease whereupon Ground Lessor and Ground Lessee shall be released from all obligations that arise or accrue from the date such ingress or egress becomes obstructed or inadequate. In all cases, rent shall equitably abate until full access for ingress and egress to the Property is either restored or this Lease is terminated.

c. If Ground Lessor shall be in default under this Section 22 beyond any applicable grace period provided herein, Ground Lessee shall have any and all remedies it may have under this Lease, at law or in equity. In addition to any other remedies Ground Lessee may have under this Lease, Ground Lessee shall have the right to prosecute an action for money damages if Ground Lessor's performance to cure such default is impossible.

SECTION 23. DEFAULTS.

a. The occurrence of any one or more of the following events shall constitute a default hereunder: (1) The occurrence of any event set forth in Section 23 hereof, without the timely curing of same as therein provided; (2) Ground Lessee's failure to pay any installment of rent and/or any other monetary amounts payable under this Lease when the same shall be due and payable and the continuance of such failure for a period of thirty (30) days after receipt by Ground Lessee of notice in writing from Ground Lessor of such failure; provided, however, that Ground Lessor shall not be required to give Ground Lessee notice of monetary default more than three (3) times in any period of twenty-four (24) consecutive months; and any failure to timely pay any monetary amounts hereunder after the third such notice has been given in a twenty-four (24) month period shall automatically be a default hereunder without further notice of any kind; (4) Ground Lessee's failure to maintain any insurance required hereunder; (5) Ground Lessee's failure to cause any lien filed against the Demised Premises or any part thereof to be removed within thirty (30) business days of notice to Ground Lessee of the filing thereof; (6) Ground Lessee shall make an assignment or sublease that is not permitted hereunder; or (7) Ground Lessee's failure to perform any of the other covenants, conditions and agreements herein contained on Ground Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Ground Lessee of notice in writing from Ground Lessor specifying the nature of such failure (or such longer period as may be permitted pursuant to subsection 24(b) below).

b. In the event that Ground Lessor gives notice of a failure to perform pursuant to Section 23(a)(7) of such a nature that it cannot be cured within such thirty (30) day period, then such failure to perform shall not be deemed to be a default so long as Ground Lessee, after receiving such notice, proceeds to cure the failure to perform as diligently as possible and continues to take all steps reasonably necessary to complete such cure within a period of time which, under all prevailing circumstances, shall be reasonable and shall not exceed an additional sixty (60) days. No default shall be deemed to exist if and so long as Ground Lessee shall be so proceeding to cure the same in good faith and with all reasonable speed or be delayed in or prevented from curing the same by any reason specified in Section 32. hereof.

c. Simultaneously with the sending of any notice to Ground Lessee that is required hereunder, Ground Lessor shall send a copy of such notice to any sublessee(s) of the Demised Premises or portions thereof that Ground Lessee may select, in a written notice to Ground Lessor, from time to time, and any additional persons or parties having a permitted interest in the Demised Premises that Ground Lessee may select, in a written notice to Ground Lessor, from time to time. The curing of any failures by Ground Lessee within any time limits provided to Ground Lessee hereunder (if any) by any of the aforesaid parties or combination thereof, shall constitute a curing of any such failure hereunder with like effect as if Ground Lessee had cured same hereunder.

d. On or after the occurrence of a default hereunder by Ground Lessee, Ground Lessor may, at its option, give to Ground Lessee a notice of election to end the term of this Lease upon a date specified in such notice, and upon the date specified in said notice, the term and estate (if any) hereby vested in Ground Lessee shall cease and any and all other right, title and interest of Ground Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Ground Lessee shall continue to be liable to Ground Lessor as hereinafter provided. Upon such termination, Ground Lessee shall continue to be liable for all rent and other liabilities that have accrued under this Lease up to the date thereof. In addition, Ground Lessee shall be liable to Ground Lessor, at the option of Ground Lessor, for either (I) any rental shortfall (as provided for in subsection 23(3) and 23(g) below) or (II) for damages in an amount equal to the positive difference, if any, between (i) the total amount of all monthly rental and other amounts to be paid by Ground Lessee to Ground Lessor hereunder for the period which would otherwise have constituted the unexpired portion of the term of this Lease, discounted to a present value utilizing a discount factor equal to the five-year Treasury Note rate then in effect (the "Discount Rate"), and (ii) the then fair market rental value of the Demised Premises for such unexpired portion of the term of this Lease, discounted to a present value utilizing the Discount Rate. All amounts due under this subsection shall be paid immediately upon demand therefor by Ground Lessor.

e. On or after the occurrence of a default hereunder by Ground Lessee, instead of terminating this Lease as set forth in subsection 23(d) above, Ground Lessor may instead either (i) enter upon and take possession of the Demised Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and expel or remove Ground Lessee and any other person who may be occupying the Demised Premises or any part thereof; Ground Lessor may relet the Demised Premises and receive the rent therefor; Ground Lessee agrees to pay to Ground Lessor monthly or on demand from time to time any deficiency that may arise by reason of any such reletting; and in determining the amount of such deficiency, brokerage commissions, reasonable attorneys' fees, remodeling expenses and other costs of reletting shall be subtracted from the amount of rent received under such reletting; or (ii) enter upon the Demised Premises without terminating this Lease and without being liable for prosecution or for any claim for damages therefor, and do whatever Ground Lessee is obligated to do under the terms of this Lease; Ground Lessee agrees to pay Ground Lessor on demand for expenses which Ground Lessor may incur in thus effecting compliance with obligations under this Lease; and Ground Lessor shall not be liable for any damages resulting to Ground Lessee from such action, whether caused by Ground Lessor or otherwise.

f. Upon any termination of the term of this Lease pursuant to this Section 23, or at any time thereafter, Ground Lessor may, in addition to and without prejudice to any other rights and remedies Ground Lessor shall have at law or in equity, re-enter the Demised Premises, and recover possession thereof and dispossess any or all occupants of the Demised in the manner prescribed by the statute; but Ground Lessee in such case shall remain liable to Ground Lessor as provided in this Section 23.

g. In case of any default, termination, re-entry, expiration and/or dispossession by statute: (1) the rent shall become due thereupon and be paid up to the time of such re-entry, expiration and/or dispossession; (2) Ground Lessor may relet the Demised Premises or any part or parts thereof, either in the name of Ground Lessor or otherwise, for a term or terms which may, at Ground Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease; (3) Ground Lessor shall be entitled to recover all costs of retaking possession of the Demised Premises and any other damages incidental to the default by Ground Lessee; and (4) Ground Lessee shall, at the option of Ground Lessor, also pay Ground Lessor as liquidated damages for the failure of Ground Lessee to observe and perform Ground Lessee's rental covenants herein contained any deficiency between the rent reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. Any such liquidated damages shall be paid in monthly installments by Ground Lessee on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Ground Lessor to collect the deficiency for any subsequent month by a similar proceeding. Ground Lessor agrees to use its best efforts to mitigate all damages and to relet the Demised Premises in the event of any default specified herein.

h. Notwithstanding anything in this Lease to the contrary, if Ground Lessor exercises its rights under this Section 24 to terminate the Lease or to possess the Demised Premises, then Ground Lessor shall be entitled (for no consideration) to all improvements (excluding Ground Lessee's equipment and fixtures) installed or constructed in, on or upon the Demised Premises.

i. The occurrence of a default hereunder shall terminate all of Ground Lessee's rights to any allowances or under any renewal, extension, expansion, refusal, or other options granted to Ground Lessee by this Lease.

j. In addition to the foregoing, Ground Lessor shall be entitled, upon the occurrence of a default, to exercise any and all other remedies available to Ground Lessor at law, in equity, by agreement, or otherwise. If Ground Lessor elects to retake possession of the Demised Premises without terminating this Lease, it may nonetheless at any subsequent time elect to terminate this Lease and exercise the remedies provided above on termination of the Lease. Nothing done by Ground Lessor or its agents shall be considered an acceptance of any attempted surrender of the Demised Premises unless Landlord specifically so agrees in writing. No re-entry or taking of possession of the Demised Premises by Ground Lessor, nor any reletting of the Demised Premises, shall be considered an election by Ground Lessor to terminate this Lease unless Ground Lessor gives Ground Lessee written notice of termination.

SECTION 24. BANKRUPTCY AND INSOLVENCY.

a. If (A) (I) Ground Lessee or any other party liable for Ground Lessee's obligations under the Lease shall have filed against it an involuntary petition under the United States Bankruptcy Code, 11 U.S.C. §101 et. seq. (or any successor federal law or similar state law) (II) Ground Lessee shall be adjudged to be insolvent; (III) a receiver or trustee shall be appointed (at the request of some party other than Ground Lessee or its principals) for substantially all of Ground Lessee's property and affairs; or for substantially all of such property and affairs of Ground Lessee as are located at the Demised Premises; or (IV) any execution or attachment shall be issued against Ground Lessee or any of Ground Lessee's property, whereby the Demised Premises or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Ground Lessee, except as may herein be permitted, and (B) should either (I) Ground Lessee consent to, or acquiesce in, such involuntary filing, adjudication, appointment, execution or attachment, or (II) such involuntary filing, adjudication, appointment, execution or attachment not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 24 hereof shall become effective and Ground Lessor shall have the rights and remedies provided for therein.

b. If (A) Ground Lessee or any other party liable for Ground Lessee's obligations under the Lease shall file a voluntary petition under the United States Bankruptcy Code, 11 U.S.C. §101 et. seq. (or any successor federal law or similar state law), or (B) Ground Lessee shall make an assignment for the benefit of creditors or shall make application for the appointment of a receiver, trustee or similar party, then such act, in and of itself, shall constitute a default hereunder, without further notice of any kind so that the provisions of Section 24 hereof shall become effective and Ground Lessor shall have the rights and remedies provided for therein.

SECTION 25. WAIVERS. Failure of Ground Lessor or Ground Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Ground Lessor or Ground Lessee at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Ground Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

SECTION 26. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary herein provided, specifically excluding however Ground Lessor's obligation to purchase Ground Lessee's improvements in Section 24 or elsewhere in this Lease (each and every term, covenant, condition and provision, specifically excluding however Ground Lessor's obligation to purchase Ground Lessee's improvements of Section 24 and of this Lease being hereby made specifically subject to the provisions of this Section 27), it is specifically understood and agreed that Ground Lessee shall look solely to the equity of Ground Lessor in the Property for the satisfaction of each and every remedy of Ground Lessee in the event of any breach by Ground Lessor of any of the terms, covenants and conditions of this Lease to be performed by Ground Lessor, such exculpation of personal liability to be absolute and without any exception whatsoever; and it is specifically understood and agreed that Ground Lessor shall look solely to the equity of the Ground Lessee in its leasehold estate in the Property and the buildings, structures and other improvements thereon for the satisfaction of each and every remedy of Ground Lessor in the event of any breach by Ground Lessee of any of the terms, covenants and conditions of this Lease to be performed by Ground Lessee, such exculpation of personal liability to be absolute and without any exception whatsoever.

SECTION 27. UTILITIES. Ground Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Demised Premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Demised Premises and all activities conducted thereon, and Ground Lessor shall have no responsibility of any kind for any thereof.

SECTION 28. FORCE MAJEURE. In the event Ground Lessor or Ground Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the fact, failure to act or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay but not to exceed thirty (30) days and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 29. NOTICES. Every notice, approval, consent or other communication authorized or required by this

Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at:

If to Ground Lessor: Brigadoon Partners, LLC
Attn: Darby Campbell
Caney Creek Resorts, LLC
5909 Echo Drive
Knoxville, Tennessee 37919

Telephone: (865) 661-3338

With Copy to: David E. Fielder
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Suite 2190, 900 South Gay Street
Knoxville, Tennessee 37902
Telephone: (865) 549-7000
Facsimile: (865) 525-8569

If to Ground Lessee: _____

Attn: _____
Telephone: _____
Facsimile: _____

or such other address as either party may designate by notice given from time to time and in accordance with this Section

SECTION 30. CERTIFICATES. Either party shall, without charge, at any time and from time to time hereafter within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

SECTION 31. GOVERNING LAWS. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Tennessee without regard to conflict of law principals except as required by the mandatory provisions of the laws of Tennessee.

SECTION 32. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease or the application thereof to any person, entity or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 33. SHORT FORM LEASE. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form lease, setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request. The parties will further, at any time, in the event this Lease has

terminated, at the request of either one, promptly execute, in recordable form, a release of any short form lease recorded pursuant thereto, and in the event such party does not so execute such a release within thirty (30) days of a request therefor from the other party, the requesting party may execute and record such release in the name of the party which has failed to so execute such release.

SECTION 34. INTERPRETATION. Wherever herein a singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Ground Lessor" and "Ground Lessee" whenever used herein shall mean only the owner at the time of Ground Lessor's or Ground Lessee's interest herein, and upon any sale or assignment of the interest of either Ground Lessor or Ground Lessee herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Ground Lessor or Ground Lessee, as the case may be.

SECTION 35. ENTIRE AGREEMENT. No oral statement or prior written matter shall have any force or effect. This agreement shall not be modified or cancelled except by writing subscribed by all parties.

SECTION 36. PARTIES. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Ground Lessor and Ground Lessee, and their respective heirs, legal representatives, successors, administrators and assigns.

SECTION 37. TIME. Time is of the essence of this Agreement.

SECTION 38. GROUND LESSOR TO GRANT EASEMENTS. Ground Lessor will, from time to time so long as no Event of Default has occurred and is continuing, at the request of Ground Lessee and at Ground Lessee's cost and expense, (a) grant easements and other rights in the nature of easements, (b) release existing easements or other rights in the nature of easements which are for the benefit of the Demised Premises, (c) dedicate or transfer unimproved portions of the Demised Premises for road, highway or other public purposes, (d) execute petitions to have the Demised Premises annexed to any municipal corporation or utility district, (e) execute amendments to any covenants and restrictions affecting the Demised Premises and (f) execute and deliver to any person any instrument appropriate to confirm or effect such grants, releases, dedications and transfers (to the extent of its interest in the Demised Premises), but only upon delivery to Ground Lessor of an Officer's Certificate stating (and such other information as Ground Lessor may reasonably require confirming) that such grant, release, dedication, transfer, petition or amendment is required for and not detrimental to the proper conduct of the business of Ground Lessee on the Demised Premises and does not reduce its value or the value of the Demised Premises.

SECTION 39. NO MERGER OF TITLE. There shall be no merger of this Lease or of the leasehold estate created hereby by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in the Demised Premises.

SECTION 40. CONTROVERSIES. In the case a controversy arises between the parties as to any of the requirements of this Lease or the performance thereunder which the parties are unable to resolve, the parties agree to waive the remedy of litigation (except for extraordinary relief in an emergency situation) and agree that such controversy or controversies shall be determined by arbitration as hereafter provided in this Sections 41, 42, 43 and 44 below.

SECTION 41. APPOINTMENT OF ARBITRATORS. The party or parties requesting arbitration shall serve upon the other a demand therefor, in writing, specifying in detail the controversy and matter(s) to be submitted to arbitration. The selection of arbitrators shall be conducted pursuant to the rules for resolution of commercial disputes promulgated by the American Arbitration Association. The party or parties giving notice shall request a listing of available arbitrators from the American Arbitration Association, and each party shall respond in the selection process within fifteen (15) days after each receipt of such listings until a panel of three arbitrators has been designated. If either party fail to respond within fifteen (15) days, it is agreed that the American Arbitration Association may make such selections as are necessary to complete the panel of three arbitrators.

SECTION 42. ARBITRATION PROCEDURE. Within fifteen (15) days after the selection of the arbitration panel, the arbitrators shall give written notice to each party as to the time and the place of each meeting, which shall be held in Knoxville, Tennessee, at which the parties may appear and be heard, which shall be no later than sixty (60) days after certification of the arbitration panel. The parties specifically waive discovery, and further waive the applicability of rules of evidence or rules of procedure in the proceedings. The applicable rules shall be those in effect at the time for the resolution of commercial disputes promulgated by the American Arbitration Association. The arbitrators shall take such testimony and make such examination and investigations as the arbitrators reasonably deem necessary. The decision of the arbitrators shall be in writing signed by a majority of the panel which decision shall be final and binding upon the parties to the controversy. Provided however, in rendering their decisions and making awards, the arbitrators shall not add to, subtract from or otherwise modify the provisions of this Lease.

SECTION 43. EXPENSES. The expenses of the arbitration shall be assessed by the arbitrators and specified in the written decision. In the absence of a determination or assessment of expenses of the arbitration procedure in the award, all of the expenses of such arbitration shall be divided equally between Ground Lessor and Ground Lessee. Each party in interest shall be responsible for and pay the fees, costs and expenses of its own counsel, unless the arbitration award provides for an assessment of reasonable attorney fees and costs.

SECTION 44. ENFORCEMENT OF ARBITRATION AWARD. There shall be no appeal from the decision of the arbitrators, and upon the rendering of the award, any party thereto may file the arbitrator's decision in the Circuit Court of Roane County, Tennessee or the United States District Court for the Eastern District of Tennessee for enforcement as provided by applicable law.

SECTION 45. OPTION TO PURCHASE. Provided that no event of default or circumstance for which notice has been given, that but for the passage of time would constitute an event of default on the part of the Ground Lessee hereunder, if, at any time during the Initial Term and for a period of ten (10) years thereafter (or for the maximum period allowed by law, whichever is less), the restrictive covenants imposed by the Tennessee Valley Authority ("TVA") on subdividing and the use of the Property are terminated or modified in such a manner that will authorize the Demised Premises to be purchased in fee simple, then Ground Lessee shall have the option to purchase fee simple title to the Demised Premises for the purchase price of One Hundred Dollars (\$100) plus payment of all costs and expenses of subdividing the Demised Premises, including without limitation, all survey costs, legal fees and all costs and expenses of complying with any then existing subdivision and building regulations applicable thereto. The option may be exercised at any time after Ground Lessor notifies Ground Lessee that fee simple interest in the Demised Premises is available pursuant to a modification or termination of the TVA restrictions. Any such option shall be exercised by Ground Lessee providing written notice of the exercise of such option at any time on or before the end of the Initial Term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Ground Lessor:

BRIGADOON PARTNERS, LLC

By: _____
Print Name: _____
Title: _____

Ground Lessee:

EXHIBIT "A"

Property Description