BRADLEY ARANT BOULT CUMMINGS LLP

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Via First Class U.S. Mail and
Certified Mail – Return Receipt Requested

July 29, 2014

Ben Folds Productions, LLC
c/o Tanton & Co.
37 West 57th, 5th Floor
New York, New York 10019

Ben Folds Productions
30 Music Square West
Suite 100
Nashville, Tennessee 37203

Re: Lease Agreement (the "***Existing Lease***") by and between Ben Folds Productions, LLC ("***Tenant***") and Music City Realty Co. ("***Previous Landlord***") for certain premises known as Suite 100 in the office building with an address of 0 and 30 Music Square West, Nashville, Davidson County, Tennessee (the "***Building***")

Dear Mr. Folds:

We represent Bravo Development, L.L.C., the new owner of the Building and assignee of your Existing Lease (the "***New Landlord***"). In accordance with Paragraph 3 of the Existing Lease, the Existing Lease is a three month lease with the right of termination on ninety (90) days prior written notice. As such, the Existing Lease and your current tenancy is hereby terminated effective November 30, 2014.

Nonetheless, New Landlord would like to retain you as a tenant. As such, a new month-to-month Office Lease Agreement, Office Lease Guaranty and Lease Application are accompanying this letter for your review. Should you be in agreement, please execute and deliver the New Lease to me on behalf of the New Landlord on or before Wednesday, August 13, 2014 (the "***New Lease***"). In no event shall this New Lease constitute an offer to lease and in no event shall this New Lease be effective unless and until New Landlord has (i) executed the New Lease, (ii) received the advance rent, and (iii) received the additional security deposit, all as provided in the New Lease.

New Landlord is required to increase the rent in order to pay for the operational costs of the Building (for example, utilities) as well as to bring the rents to amounts equal with comparable buildings.

Thank you for your attention to this matter and should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Brooks R. Smith

Enclosures

Roundabout Plaza 1600 Division Street, Suite 700 Nashville, TN 37203 PHONE: 615.244.2582 FAX: 615.252.6380 BABC.COM

OFFICE LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered effective as of the 1st day of December, 2014 by and between **BRAVO DEVELOPMENT, L.L.C.**, a Tennessee limited liability company ("Landlord") and Ben Folds Production, c/o House Kopp Management whose address is 30 Music Sq. West, Suite 100, Nashville, Tennessee 37203 and c/o Tanton & Co., 37 West 57th, 5th Floor, New York, NY 10019 ("Tenant").

WITNESSETH

1. **Premises and Term.** In consideration of the rents and other covenants of this Lease, Landlord hereby leases to Tenant and Tenant hereby takes the approximately 5000 square feet of space located at suite 100 1st floor and additional 600 square foot of space & lounge space on the 2nd floor (the "Premises") of that certain building located at 0 and 30 Music Square West, Nashville, Tennessee (the "Building"), which real property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Real Property").

TO HAVE AND TO HOLD the Premises, together with the improvements thereon, for a term of one (1) month commencing on December 1, 2014, and ending at the close of business on December 31, 2014 (the "Term"). The Term of this Lease shall renew for successive periods of one (1) month each (each, a "Renewal Term") commencing on January 1, 2015, provided that Tenant has paid the Base Rent to Landlord in advance of each Renewal Term and provided that Landlord has not given Tenant thirty (30) days notice of its intent to terminate this Lease. Notwithstanding anything to the contrary in this Lease, Landlord or Tenant may terminate this Lease with thirty(30) day prior notice to the other party of the intent to terminate this Lease. **This Lease is a month-to-month lease**.

2. **Rent.** Tenant agrees to pay to Landlord, without notice, demand, deduction or set off, as rent, in advance, in equal monthly installments on the first (1st) day of each and every month during the Lease Term the amount of $11,750.00 (the "Base Rent"). The Base Rent, together with all other sums due Landlord hereunder shall be deemed rent and are collectively referred to herein as the "Rent." Base Rent for any partial month shall be pro-rated between the parties hereto.

3. **Security Deposit.** On or before the execution of this Lease, Tenant shall pay to Landlord the sum of $11,750.00 (the "Security Deposit"). $5,000.00. transferred from seller, $6,750.00. due at execution of lease Such amount shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any Event of Default by Tenant, Landlord may without prejudice to any other remedy provided in this Lease or provided by law, use such fund to the extent necessary to make good any arrears of rentals and any other damage, injury, expense or liability caused to Landlord by such Event of Default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant shall not be in default under any of the terms or conditions of this Lease, the Security Deposit, less any portion thereof applied or retained by Landlord and not restored as provided herein, shall be returned without interest to Tenant upon the expiration or earlier termination of this Lease no later than 60 days after the expiration of the term or any renewal or extension thereof, provided tenant is not in default of the lease agreement and has fully vacated the premises and surrendered possession thereof to the landlord.

4. Occupancy and Use.

(a) The Premises shall be used only for general office purposes and for such other lawful purposes as may be incidental thereto. Any other use of the Premises must be approved by Landlord in writing.

(b) Tenant shall, at its sole cost and expense (i) obtain any and all licenses and permits necessary for any such use; and (ii) comply with all governmental laws, ordinances, regulations, orders and directives applicable to the use or misuse of the Premises. Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable; or permit the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous. The Premises shall not be used for any illegal purposes, in violation of any regulation of any governmental body or in any manner to create any nuisance. If the insurance premiums on the Premises are increased due to Tenant's use, Tenant shall pay to Landlord the amount of such increase.

(c) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure them, nor use or allow the Premises to be used for any improper, immoral, or unlawful purposes or for any business, use or purpose deemed to be disreputable or inconsistent with the operation of the office building, nor shall Tenant cause or maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises.

5. Insurance.

Tenant shall, at its sole cost and expense, obtain and maintain during the Lease Term commercial general public liability insurance (with a contractual liability endorsement) with coverage in amounts of not less than $1,000,000.00 (One Million) with respect to property damage, bodily injury, personal injury or death to one or more persons. The liability insurance policy required herein shall (i) name Tenant, Landlord and any designees of Landlord (including, the holder of any security deed encumbering the Premises) as additional insured as their interests may appear; (ii) be written by a responsible insurance company licensed to do business in the state where the Premises are located acceptable to Landlord, such approval not to be unreasonably withheld; (iii) be in form and substance satisfactory to Landlord; and (iv) contain endorsements that such insurance may not be canceled or materially altered by the insurance company except upon thirty (30) days' prior written notice to landlord. Tenant shall hold landlord, landlord's agents, employees and their respective successors and assigns, harmless and indemnified from all injury loss, claims, or damages to any person or property while on the premises or any part of the property, or arising in any way out of tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of tenant, its employees, agents, invitees, licensees or contractor Tenant shall maintain public liability insurance insuring the landlord or his agents, employees as their interest may appear, against all claims, demands, or actions for injury or death in an amount not less than one million dollars arising out of any one occurrence, made by or on the behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of tenant's business including, but not limited to, events on the premises. Tenants contractual liability under the aforesaid indemnification clauses.

(a) Not later than the commencement of this Lease, and thereafter at least thirty (30) days prior to the expiration of each such insurance policy, Tenant shall deliver to Landlord either a duplicate original or a certificate of insurance of all policies required to be carried by Tenant hereunder, together with evidence satisfactory to Landlord of the full payment of the premiums therefor.

(b) Landlord shall, during the Lease Term, maintain a policy or policies of commercial property insurance insuring the Premises on a "Causes of Loss – Special Form" basis for not less than

eighty percent (80%) of full replacement cost (or such greater amount as shall be required in order to avoid any co-insurance with respect to any insured loss) thereof (the "Property Insurance"). Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies that Tenant may bring upon the Premises or any alterations, additions or improvements that Tenant may have made to the Premises. The cost of the Property Insurance shall be at Landlord's expense.

(c) Anything in this Lease to the contrary notwithstanding, Tenant hereby waives any and all rights of recovery, claim, action or cause of action against the landlord for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Tenant, arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall also apply to any deductible, as if the same were a part of the insurance recovery.

6. **Taxes.** Landlord shall be responsible for all real property taxes on the Premises, Building and the Real Property. Tenant shall be responsible for all business taxes, permits and all other operating taxes for its business affairs while this lease is in effect.

7. Services.

Landlord shall pay for all public and other operating utilities and related services rendered or furnished to the Premises during the Lease Term, including, but not limited to, gas, electricity, water, sewer, business office telephone, internet, and other utilities and services used on or provided to the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any cost to maintain and repair the facilities and equipment used in providing such utilities and services. All janitorial services to common areas and public restrooms shall be furnished by the landlord. Landlord shall not provide janitorial service to the tenant's office(s) and no janitorial charges paid by the tenant's shall constitute any portion of the Rent.

(a) Landlord shall not be liable for any interruption, discontinuance or failure of any utility service furnished to the Premises unless the interruption, discontinuance or failure has been caused by Landlord's willful or negligent acts or omissions. Except for an interruption, discontinuance or failure that is caused by Landlord's willful or negligent acts or omissions, any interruption, discontinuance or failure of any utility service to the Premises shall not give Tenant the right to withhold, reduce or abate the payment of Rent.

8. Repairs.

(a) Landlord, at its sole cost and expense, shall keep the HVAC, electrical and plumbing systems, foundation, roof, gutters, downspouts, exterior walls and structural portions of the Premises (including windows, window glass, plate glass, exterior doors and parking surfaces), in good repair and condition, reasonable wear and tear and fire, casualty and condemnation excepted; provided, however, Tenant shall reimburse Landlord for Tenant's Proportionate Share of any cost of such. Notwithstanding the foregoing, Tenant shall be responsible for any repairs or maintenance that would otherwise be Landlord's responsibility caused by the willful or negligent acts or omissions of Tenant, its agents, employees, contractors or invitees. Landlord shall not be required to make any repairs, replacements, alterations or improvements to the Premises.

(b) Tenant, at its sole cost and expense, shall perform all repairs, replacements and maintenance to the Premises that are not expressly required to be made by Landlord pursuant to subsection (a) hereof, including, but not limited to, any repairs, replacements, damage or injury to all or any part of the Premises caused by Tenant or its agents, employees, contractors, invitees or licensees.

(c) Tenant shall not commit or allow any waste or damage to be committed on or to any portion of the Premises. At the expiration or termination of this Lease, Tenant shall deliver the Premises to Landlord in good order, condition and repair, ordinary wear and tear excepted. The cost and expense of any repair necessary to restore the Premises to such order, condition and repair shall be paid by Tenant unless Landlord is responsible for such repair pursuant to subsection (a), above, and, if Landlord undertakes to perform such restoration, Tenant shall reimburse Landlord for the reasonable cost thereof within fifteen (15) days after notice.

(d) In the event Tenant fails to make any repairs or replacements, or perform any maintenance required of Tenant hereunder within a reasonable period after written notice, Landlord may, at its option and at Tenant's expense, make the repairs or replacements and perform the maintenance for and on behalf of Tenant. In such event Tenant shall, within fifteen (10) days after the receipt of written notice and documentation evidencing the cost of such repairs, replacements or maintenance, pay to Landlord all cost and expense incurred by Landlord in making such repairs and replacements and performing such maintenance. Notwithstanding the foregoing, if an emergency exists, Landlord may make the repairs and replacements and perform the maintenance for and on behalf of Tenant without notice to Tenant.

(e) Landlord shall use reasonable efforts to maintain and repair common areas of the property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by the tenant(s) , its employees, licensees, invitees, or contractors shall be paid by the tenant to the landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including , without limitation, any liability for injury to or loss of tenant's business, nor shall any delays entitle tenant to any abatement of rent or damages, or be deemed an eviction of tenant in whole or in part.

9. **Signs**. No sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed, or otherwise displayed on any part of the exterior or the interior of the Building, except on the doors of offices and such other areas as are specifically designated by Landlord, and then only in such place, number, size, color and style as are approved by Landlord. If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Landlord shall have the right to prohibit any advertisement of or by Tenant which in its opinion tends to impair the reputation of the building or its desirability as a first class building, and upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Upon the termination of this Lease, Landlord, at Tenant's expense, shall remove all of Tenant's signs and shall repair any injury or damage caused by such removal.

10. Compliance with Laws.

(a) Tenant, at its sole cost and expense, shall promptly comply with all laws, ordinances, orders, rules and regulations (collectively, "Laws") of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition and occupancy of the Premises.

(b) Tenant represents and warrants that it will not, except in strict compliance with applicable Laws, make, store, use, treat, dispose of or permit the making, storage, use, treatment or disposal on or about the Premises of any (i) "hazardous substance" (as that term is defined in the Comprehensive

Environment Response, Compensation and Liability Act, and the Rules and Regulations promulgated pursuant thereto, as from time to time amended), or (ii) any other hazardous waste, contaminant, oil, radioactive or other materials the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any local, state or federal agency, authority or governmental unit.

(c) Tenant covenants and agrees to comply at Tenant's sole cost and expense with all laws, ordinance, rules and regulations of all governmental authorities of any nature or type whatsoever, whether federal, state, county or local, relating to the manufacture, storage, treatment, transport, use or disposal of any toxic, hazardous, infectious or other regulated substances, materials or wastes which were not conditions which existed prior to the date of this Lease. Tenant hereby covenants and agrees to indemnify and hold Landlord harmless from and against any and all loss, cost, damage, expense, claim, liability, civil fine and penalty, criminal fine and penalty, and expense, including, but not limited to, court costs and reasonable attorney's fees arising out of or in connection with Tenant's failure to comply with all such laws, ordinances, rules and regulations. Tenant as used in this Section shall specifically include Tenant's employees, independent contractors and agents. The indemnity set forth herein shall survive the termination or natural expiration of the Lease. Any guaranty of the Lease by Tenant, its partners, shareholders, officers or other persons or entities shall expressly include any liability created by Tenant's failure to comply with such laws, ordinances, rules and regulations.

11. Condition of Premises; Alterations and Improvements.

(a) Tenant agrees to accept delivery of the Premises in "as is/where is" condition without any warranty whatsoever by Landlord as to the condition thereof, including but not limited to the fitness or suitability of the Premises for any particular use.

(b) Tenant shall not make or allow to be made any exterior/interior or structural alterations, additions or improvements in or to the Premises without first obtaining the written consent of Landlord which shall be at Landlord's sole discretion. Any alterations, additions or improvements to the Premises made by Tenant shall be performed in a good workmanlike manner and shall at once become the property of Landlord and shall be surrendered to Landlord on the expiration or termination of this Lease; provided, however, Landlord by notice to Tenant at the time of approval of any such alterations, additions or improvements, may require that Tenant, on the expiration or termination of this Lease, remove, at Tenant's expense, any alterations, additions or improvements to the Premises made by Tenant and restore the portion of the Premises affected thereby to a neat, orderly and safe condition. Tenant shall have the right, prior to the expiration of the Lease, to remove all of its personal property and trade fixtures, provided the Premises are restored to a neat, orderly and safe condition. Landlord shall not be responsible for maintaining any alterations, additions or improvements made by Tenant.

(c) Tenant shall have no authority, express or implied, to create or place any lien or encumbrance on the interest of Landlord in the Premises. Tenant agrees that it shall pay or cause to be paid all sums due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed on the Premises by or at the direction of Tenant and that it will save and hold Landlord harmless from and against any and all claims and demands based on or arising out of liens or claims for liens against the Premises or the right, title and interest of Landlord in the Premises arising out of work performed on the Premises by or at the direction of Tenant and any actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Landlord in connection therewith, including reasonable attorney's fees and costs of litigation.

12. **Condemnation, Fire and Casualty**. In the event the Premises are condemned, or threatened for condemnation or other governmental action restricting the use of the Real Property, totally destroyed or partially damaged by fire or other casualty, Landlord may immediately terminate this Lease

and the Rent shall abate for the unexpired portion of the Term, effective as of the date of the written notice of termination.

13. Indemnification.

(a) Except for any claims resulting from the willful or grossly negligent acts of Landlord and its agents, employees, invitees or others for whom Landlord is responsible, Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord for any injury or damages to any person or property in or about the Premises or the Real Property by or from any cause whatsoever, without limiting the generality of the foregoing, whether caused by gas, fire, or explosion of the building or the complex of which it is a part or any part thereof, or caused by theft or other act or omission of any person.

(b) Tenant shall hold Landlord harmless from and defend and indemnify Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever: (i) occurring in, on or about the Premises or any part thereof, or (ii) occurring in, on, or about any facilities (including, without limitation, stairways, parking areas, passageways, walkways or hallways), the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage shall be caused in part or in whole by the act, neglect, fault of, or omission of any duty with respect to the same by Tenant, its agents, servants, employees, or invitees. Tenant further agrees to indemnify, defend and save harmless Landlord against and from any and all claims in any manner relating to any work or thing whatsoever done by Tenant in or about, or any transactions of Tenant concerning, the Premises, and will further indemnify, defend and save Landlord harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees and licensees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Furthermore, in the event any action or proceeding be brought against Landlord by reason of any claims or liability for which Tenant is responsible pursuant to this Section 15(b), Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Lease with respect to any claims or liability occurring prior to the termination or expiration of this Lease shall expressly survive such termination or expiration of this Lease.

14. **Quiet Enjoyment**. Landlord represents to Tenant that it has full right and authority to execute and deliver this Lease and that Tenant, upon payment of the Rent and performing each of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term without hindrance by Landlord.

15. **Landlord's Right of Entry.** Landlord shall have the right, at all reasonable hours to enter the Premises for the purpose of inspecting or making repairs, alterations or additions required to be made hereunder, including but not limited to the right to perform environmental audits. Landlord shall use reasonable efforts not to interfere with the conduct of Tenant's business on the Premises in connection with such entry by Landlord. In the event of an emergency, Landlord may enter the Premises at any time.

16. **Assignment or Sublease**. Tenant shall have no right to assign this Lease, nor to sublet or grant any concession or license to use or occupy the Premises or any part thereof, without Landlord's prior written consent, which may be granted or denied in Landlord's sole discretion.

17. **Sale by Landlord**. In the event of a sale or conveyance by Landlord of the Real Property, Building and the Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event

Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Tenant agrees to attone to the purchaser or assignee in any such sale.

18. **Holding Over**. In the event Tenant holds over after the expiration or termination of this Lease, Tenant shall be a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay to Landlord, as Base Rent, an amount equal to two hundred percent (200%) of the Base Rent which would have been payable by Tenant had the period during which Tenant is holding over been a part of the Term. Tenant agrees to vacate and deliver the Premises to Landlord immediately upon Tenant's receipt of notice from Landlord to vacate. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the Term.

19. **Events of Default**. This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as set forth in this Lease. The following shall each be deemed to be an event of default (each of which is sometimes referred to as an "Event of Default" in this Lease):

(a) The failure by the Tenant to pay the Base Rent or any other sums when due;

(b) If Tenant vacates or abandons the Premises for more than ten (10) days;

(c) The failure of Tenant to observe or perform any of the other covenants, terms or conditions set forth in this Lease where said failure continues for a period of ten (3) days after written notice thereof from Landlord to Tenant;

(d) The filing of a proceeding in bankruptcy or arrangement or reorganization with respect to Tenant or any guarantor of this Lease pursuant to the United States Bankruptcy Code or any similar law, federal or state, including but not limited to:

(i) Tenant or any guarantor of this Lease shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any such guarantor, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay or shall fail to pay its debts generally as they become due; or

(ii) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant or any such guarantor seeking any reorganization, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or Tenant or any such guarantor shall be the subject of an order for relief entered by such a court, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver, custodian or liquidator of Tenant or any such guarantor shall be appointed without the consent or acquiescence of Tenant or any such guarantor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

20. **Remedies for Default.** If an Event of Default occurs, Landlord may:

(a) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord.

(b) Terminate Tenant's right to possession of the Premises without terminating this Lease, in which event this Lease will continue in effect and Landlord shall have the right to collect Rent when due. Landlord may relet the Premises for the benefit of Tenant, and Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including without limitation, reasonable attorneys fees, brokers' commissions, expenses of remodeling the Premises and like costs. Reletting can be for a period shorter or longer than the remaining Lease Term. Tenant shall pay to Landlord the Rent under this Lease on the dates the same is due, less any Rent the Landlord receives from any reletting. Tenant shall have no right to any rent received by Landlord from such reletting in excess of the Rent hereunder. No act by Landlord with respect to the Premises shall terminate this Lease, including but not limited to acceptance of the keys, institution of an action for detainer or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

(c) In addition to Landlord's rights of self-help set forth elsewhere in this Lease, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, to perform such obligations on behalf of and for the account of Tenant and to take all such action to perform such obligations. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant forthwith as additional Rent, upon demand therefor, with interest thereon from the date Landlord performs such work at the highest lawful rate.

(d) In any action to enforce its rights hereunder, Landlord shall be entitled to collect court costs, reasonable attorneys fees and all costs of collection, including but not limited to costs of depositions and expert witnesses.

(e) A termination of this Lease by Landlord or the recovery of possession of the Premises by Landlord or any voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger and shall at the option of Landlord, terminate all or any existing franchises or concessions, licenses, permits, subleases, subtenancies or the like between Tenant and any third party with respect to the Premises, or may, at the option of Landlord, operate as an assignment to Landlord of Tenant's interest in same.

(f) The rights given to Landlord in this section are cumulative and shall be in addition and supplemental to all other rights or remedies that Landlord may have under this Lease, under laws then in force or in equity.

(g) All demands for rent and all other demands, notices and entries, whether provided for under common law or otherwise, that are not expressly required by the terms hereof, are hereby waived by Tenant.

21. **Damages upon Termination.**

(a) If Landlord elects to terminate this Lease under the provisions of the preceding section, Landlord may recover from Tenant damages computed in accordance with the following formula in addition to its other remedies:

(i) the worth at the time of judgment of any unpaid Rent which has been earned at the time of such termination; plus

(ii) the worth at the time of judgment of the amount by which the unpaid Rent which would have been earned after termination until the time of judgment exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of judgment of the amount by which the unpaid Rent for the balance of the Lease Term after the time of judgment exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would likely result therefrom including but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and the unamortized portion of (A) real estate commissions paid by Landlord in connection with this Lease, (B) all costs incurred by Landlord to improve the Premises, and (C) any additional amount furnished in the nature of an allowance (all of such amortization to be based on the assumption that such costs and expenses are amortized on a straight line basis over the initial lease term); plus

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Damages shall be due and payable from the date of termination.

(b) As used in subsections (a)(i) and (ii), the phrase "worth at the time of judgment" shall be computed by adding interest on all such sums from the date when originally due at the lesser of twelve percent (12%) per annum or the maximum interest rate permissible by law. As used in subsection (a)(iii), the phrase "worth at the time of judgment" is computed by discounting the sum in question at the federal reserve rate promulgated by the federal reserve office for the district in which the Premises are located. For the purposes of this section, "Rent" for each year of the unexpired Lease Term shall be the Base Rent payable during the preceding year, together with any other continuously accruing expenses payable by Tenant.

22. **Late Charges**. In the event Tenant fails to pay any installment of Rent hereunder or any other payments required to be paid to Landlord pursuant to the terms of this Lease when due, Tenant shall pay to Landlord a late charge equal to Ten percent (10%) of the amount overdue, together with interest thereon from the date due at the rate of the lesser of the maximum rate permissible by law or twelve percent (12%) per annum. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. The failure by Tenant to pay such amount shall be a default hereunder. The provisions for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. **DISHONORED CHECK: Any dishonored check(s) and any check(s) received late in the mail will be treated as a late payment and all late fees shall apply. Additional bank and handling charges will be accessed in the event of a dishonored check. The tenant agrees to also pay the landlord a $35.00 return check fee in addition to all other related fees. Landlord may further require that all subsequent payments after a dishonored check be paid with money order, cashier check , or other good funds. No Credit card payment will be excepted for lease payments.**

23. **Attorneys' Fees**. Should the landlord institute any action or proceeding to enforce or interpret this Lease or any provision hereof, for damages by reason of any alleged breach of this Lease or of any provision hereof, or for a declaration of rights hereunder, the landlord in any such action or proceeding shall be awarded from the tenant(s) all costs and expenses, including, without limitation, attorneys' and other fees, reasonably incurred in good faith by the landlord in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include reasonable attorneys' fees, accountants fees, expert witness fees and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

24. **Right of Mortgagee**. This Lease shall be subject and subordinate to the Mortgage, and to, any and all advances to be made thereunder and to all renewals, modifications and extensions thereof, provided, that, as a condition of such subordination that Landlord shall obtain from the Mortgagee and deliver to Tenant a non-disturbance and attornment agreement in form and substance reasonably satisfactory to Tenant and suitable for recording with the Davidson County Register of Deeds (the "Register's Office").

25. **Entire Agreement**. This Lease contains the entire agreement of the parties and there are, and were, no verbal representations, understandings, stipulations, agreements or promises pertaining to this Lease or premises and not incorporated in this Lease. It is likewise agreed that this Lease may not be altered, waived, amended or extended except by a instrument in writing, signed by both Landlord and Tenant.

26. **Notices**. Any payments required to be made by Tenant to Landlord shall be paid to Landlord at the address set forth below, or at any other address within the United States as Landlord may specify from time to time by written notice. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received if mailed or delivered to the party at the address set forth below (i) as of the date when the notice is personally delivered and/or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is three (3) days after the date of the postmark on such notice and/or (iii) if delivered by courier or express mail service, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

To Landlord:	To Tenant:
Bravo Development L.L.C	Ben Folds Productions (Ben Folds)
P.O Box 236	30 Music Sq. West, Suite 100
Brentwood, TN 37024	& un-numbered space on floor 2 (600 Sq Ft)
E-Mail:	C/O House Kopp Management Suite 100 30 MSW
tim@bravodevelopment.net	Tanton & Co. West 57th 5th FL. New York, NY 10019

Landlord and Tenant may by notice to the other in the manner provided above, designate a different address for receiving notices under this Lease. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery of any notice or the absence of anyone at a notice address to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or legal holiday generally observed in the city where notice is delivered.

27. **Miscellaneous.**

(a) The term "Landlord" as used in this Lease shall mean only the owner(s) for the time being of the Premises and the Real Property during the Landlord's period of ownership of the Premises. Landlord shall have no personal liability with respect to any of the provisions of this Lease during Landlord's period of ownership of the Premises and Premises, and if Landlord is in default with respect to its obligations under this Lease, Tenant shall look solely to Landlord's interest in the Premises and the sales and insurance proceeds and Rent from the Premises for the satisfaction of Tenant's remedies. In the event of the sale or transfer of the Premises by Landlord, all obligations of Landlord hereunder arising after the date of such transfer shall be transferred and assumed by the new owner and the transfer of this Lease and the assignor Landlord shall have no obligation or liability, as Landlord, from and after the date of the transfer of this Lease with respect to any obligations arising after the date of such transfer.

(b) All obligations of Tenant hereunder that are not fully performed as of the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

(c) This Lease shall be governed by and construed in accordance with the laws of the state of Tennessee and, if any provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

(d) Time is of the essence with respect to this Lease.

(e) This Lease shall not be recorded.

(f) The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease.

(g) The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document shall become effective and binding only upon execution and delivery hereof by Tenant and by Landlord (or, when duly authorized, by Landlord's agent or employee). No act or omission of any agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

(h) Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial or legal consultants. In addition to any other remedies to which Landlord may be entitled if Tenant breaches the foregoing covenant, Landlord shall have the right to increase the Base Rent or seek damages.

(i) Should any provision of this Lease require interpretation or construction, any court, administrative body, or other entity interpreting or construing it shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same, it being agreed that all parties hereto and their respective attorneys and agents have fully participated in the preparation, review and drafting of all provisions of this Lease.

28. **Landlord's Liability.** Any liability of Landlord under this Lease shall be enforceable only out of the interest of Landlord in the Real Property and in no event out of the separate assets of Landlord or any shareholder, partner or member of Landlord.

29. **Brokers' Commission.** Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and shall indemnify Landlord against and hold it harmless from all liability arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith

30. **Offer.** The submission of this Lease shall not be deemed an offer to enter the same by Landlord but the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same which may not be withdrawn for a period of thirty (30) days after delivery to Landlord. During such period and in reliance on the foregoing, Landlord may, at Landlord's option, permit Tenant to enter the Premises; but such acts shall not be deemed an acceptance of Tenant's offer to enter this Lease, and such acceptance shall be evidenced only by Landlord's signing and delivering this Lease to Tenant.

31. **Duplicate Originals; Counterparts.** This Lease may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Lease may be executed in counterparts, but shall become effective only after each party has executed a counterpart hereof; all said counterparts, when taken together, shall constitute the entire single agreement between the parties.

32. KEYS/LOCKS

Tenant shall not place any additional locks upon the premises, including, but limited to, exterior or interior. Tenant shall not cause any locks or cylinders therein to be changed or re-keyed. Tenant agrees to pay a $50.00 per key fee for all lost or replacement keys. All keys must be returned to the landlord at the termination of this lease agreement failure to do so will result in additional charges of $50.00 per key or door access card(s).

33. CORPORATE AUTHORIZATION

If tenant is a corporation, each individual/member executing the lease on the behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the lease on the behalf of said corporation in accordance with a duly adopted resolution of the board of Directors of the corporation and that the lease is binding upon the corporation accordance with its terms. Lessee agrees to provide landlord with such a resolution within (3) days of the execution of the lease.

34. CREDIT REPORTS

Tenant hereby grants landlord permission to obtain from time to time investigative business/ consumer reports to ascertain the credit worthiness of tenant's guarantors.

Signatures begin on following page

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this _____ day of _____, 2014.

Landlord:

BRAVO DEVELOPMENT, L.L.C.,
a Tennessee limited liability company

By: _____
Name: _____
Title: _____

Tenant Ben Folds Productions

By: _____
Name: _____
Title: _____

PERSONAL GUARANTY ON FOLLOWING PAGE

For 30 Music Sq. West Suite 100 (5000 sq ft) plus)
(600 Sq ft.) of space on second level.

Exhibit A
Legal Description

TRACT I

A TRACT OF LAND IN NASHVILLE, METROPOLITAN DAVIDSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY MIKE CURB FAMILY FOUNDATION (INST # 20020123-0009482), ON THE EAST BY ALLEY #440, ON THE SOUTH BY LOT 51, O.B. HAYES SMALL LOTS (PLAN BOOK 1, PAGE 69) AND ON THE WEST BY THE RIGHT OF WAY FOR MUSIC SQUARE WEST. PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING IRON PIN WITH CAP (DELK) AT THE SOUTHWEST CORNER OF LOT 51, O.B. HAYES SMALL LOTS, A POINT IN THE EASTERLY RIGHT OF WAY FOR MUSIC SQUARE WEST, THENCE N08°51'08"E, A DISTANCE OF 50.00' TO THE POINT OF BEGINNING, A SET IRON PIN WITH CAP (SEC);

THENCE WITH THE EASTERLY RIGHT OF WAY FOR MUSIC SQUARE WEST, N08°51'08"E, A DISTANCE OF 185.00' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF MIKE CURB FAMILY FOUNDATION;
THENCE WITH THE SOUTHERLY LINE OF THE MIKE CURB FAMILY FOUNDATION, S82°46'18"E, A DISTANCE OF 150.00' FEET TO A PK NAIL SET IN THE WESTERLY MARGIN OF ALLEY #440;
THENCE, WITH THE WESTERLY MARGIN OF ALLEY #440, S08°51'08"W, A DISTANCE OF 185.00' TO A PK NAIL SET AT THE NORTHEAST CORNER OF LOT 51, O.B. HAYES SMALL LOTS;
THENCE WITH THE NORTHERLY LINE OF LOT 52, N82°46'18"W, A DISTANCE OF 150.00' TO THE POINT OF BEGINNING AND CONTAINING 27,739 SQUARE FEET OR 0.637 ACRES, MORE OR LESS.

BEING LOTS 52, 53 AND 54 AND THE SOUTHERLY 35 FEET OF LOT 55 ON THE PLAN OF O.B. HAYES SMALL LOTS, RECORDED IN PLAN BOOK 1, PAGE 69, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being part of the same property conveyed to OWEN BRADLEY, A ONE-THIRD (1/3) UNDIVIDED INTEREST, HAROLD BRADLEY, A ONE-THIRD (1/3) UNDIVIDED INTEREST AND CHESTER B. ATKINS AND LEONA ATKINS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, A ONE-THIRD (1/3) UNDIVIDED INTEREST by quitclaim deed from MUSIC CITY REALTY COMPANY, INC., A TENNESSEE CORPORATION of record in Book 6577, Page 170, dated June 4, 1985, said Register's Office.

HAROLD BRADLEY has since conveyed his one-third (1/3) undivided interest in said property to RALPH Z. LEVY, JR., TRUSTEE, who in turn conveyed to HAROLD BRADLEY AND WIFE, ELEANOR BRADLEY by quitclaim deed of record in Book 6868, Page 769, dated May 21, 1986, said Register's Office. HAROLD R. BRADLEY AND WIFE, ELEANOR A. BRADLEY have conveyed their interest in said property to JEFFREY MOBLEY, TRUSTEE, who in turn conveyed to HAROLD R. BRADLEY AND ELEANOR A. BRADLEY, AS TENANTS IN COMMON by quitclaim deed of record in Book 11712, Page 685, dated October 13, 1999, said Register's Office. ELEANOR A. BRADLEY has conveyed her one-sixth (1/6) interest in said property to ELEANOR A. BRADLEY, TRUSTEE OF THE ELEANOR BRADLEY LIVING TRUST ESTABLISHED BY THE REVOCABLE TRUST AGREEMENT OF ELEANOR A. BRADLEY DATED JUNE 23 1999, AS AMENDED FROM TIME TO TIME, AND TO HIS OR HER SUCCESSORS IN TRUST WITH POWER TO SELL, TRANSFER, MORTGAGE AND CONVEY WITHOUT THE JOINDER OF ANY BENEFICIARY by deed of record

in Book 11712, Page 869, dated October 13, 1999, said Register's Office. ELEANOR A. BRADLEY, TRUSTEE has conveyed said one-sixth (1/6) undivided interest in said property to ELEANOR A. BRADLEY by quitclaim deed of record in Instrument No. 20140724-006581, said Register's Office. HAROLD R. BRADLEY has subsequently conveyed his one-sixth (1/6) undivided interest in said property to HAROLD R. BRADLEY, TRUSTEE OF THE HAROLD BRADLEY LIVING TRUST, ESTABLISHED BY THE REVOCABLE TRUST AGREEMENT OF HAROLD R. BRADLEY, DATED JUNE 23, 1999, AS AMENDED FROM TIME TO TIME, AND TO HIS OR HER SUCCESSORS IN TRUST, WITH FULL POWER TO SELL, TRANSFER, MORTGAGE AND CONVEY WITHOUT JOINDER OF ANY BENEFICIARY by deed of record in Book 11712, Page 693, dated October 13, 1999, said Register's Office. HAROLD R. BRADLEY, TRUSTEE has conveyed said one-sixth interest to HAROLD R. BRADLEY by quitclaim deed of record in Instrument No. 20140724-0065822, said Register's Office.

OWEN BRADLEY, A/K/A WILLIAM OWEN BRADLEY, died testate on or about January 7, 1998. He devised said property to be held in trust by will of record in Will Book A-13, Page 120, Probate Court for Wilson County, Tennessee, a certified copy of which is of record in Book 11415, Page 247, said Register's Office. JERRY OWEN BRADLEY AND PATSY ANN BRADLEY, CO-EXECUTORS OF THE ESTATE OF WILLIAM OWEN BRADLEY have conveyed said property to JERRY OWEN BRADLEY AND PATSY ANN BRADLEY, TRUSTEES UNDER SAID WILL OF WILLIAM OWEN BRADLEY by executor's quitclaim deed of record in Book 11116, Page 736, dated September 15, 1998, said Register's Office. JERRY OWEN BRADLEY AND PATSY ANN BRADLEY TRUSTEES UNDER SAID WILL have conveyed a one-sixth (1/6) interest in said property to PATSY ANN BRADLEY by quitclaim deed of record in Instrument No. 20140724-0065823, said Register's Office, a one-twelfth (1/12) interest to CLAY OWEN BRADLEY by quitclaim deed of record in Instrument No. 20140724-0065824, said Register's Office and one-twelfth (1/12) interest to LEIGH BRADLEY JANKIV by quitclaim deed of record in Instrument No. 20140724-0065825, said Register's Office.

CHESTER B. ATKINS died on or about June 30, 2001, leaving LEONA ATKINS AS THE SURVIVING JOINT TENANT. LEONA ATKINS died testate on or about October 21, 2009. She devised said property to be administered as part of her probate estate by will of record in Docket No. 09P1698, in the Seventh Circuit Court for Davidson County, Tennessee, Probate Division. NINA SIVEK, EXECUTOR OF THE ESTATE OF LEONA J. ATKINS has conveyed said property to NINA SIVEK, AS TRUSTEE OF THE LEONA J. ATKINS LIVING TRUST, HER SUCCESSORS AND ASSIGNS, WITH FULL POWER TO CONVEY, SELL, MORTGAGE, LEASE OR OTHERWISE TRANSFER OR ENCUMBER WITHOUT THE JOINDER OF ANY BENEFICIARY by executor's quitclaim deed of record in Instrument No. 20130206-0012559, dated January 16, 2013, said Register's Office. NINA SIVEK, TRUSTEE OF THE LEONA J. ATKINS LIVING TRUST, DATED MARCH 22, 2000, has conveyed said property to NINA SIVEK, TRUSTEE OF THE CHESTER B. ATKINS FAMILY TRUST, AND NOT FURTHER OR OTHERWISE, HER SUCCESSORS AND ASSIGNS, WITH FULL POWER TO CONVEY, SELL, MORTGAGE, LEASE OR OTHERWISE TRANSFER OR ENCUMBER WITHOUT THE JOINDER OR CONSENT OF ANY BENEFICIARY by trustee's quitclaim deed of record in Instrument No. 20130206-0012560, dated January 16, 2013, said Register's Office.

TRACT II

A TRACT OF LAND IN NASHVILLE, METROPOLITAN DAVIDSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY LOT NINA SIVEK, AS TRUSTEE FOR THE LEONA J. ATKINS LIVING TRUST (INST. # 20130206-0012559), ON THE EAST BY ALLEY #440, ON THE SOUTH BY REBA'S BUSINESS, INC. (BOOK 9183, PAGE 417(, AND ON THE WEST BY THE RIGHT OF WAY FOR MUSIC SQUARE WEST. PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN WITH CAP (DELK) AT THE NORTHWEST CORNER OF REBA'S BUSINESS, INC., A POINT IN THE EASTERLY RIGHT OF WAY FOR MUSIC SQUARE WEST;

THENCE WITH SAID RIGHT OF WAY, N08°51'08"E, A DISTANCE OF 50.00' TO THE SOUTHWEST CORNER OF NINA SIVEK, TRUSTEE;
THENCE, WITH THE SOUTHERLY LINE OF NINA SIVEK, TRUSTEE, S82°46'18"E, A DISTANCE OF 150.00' TO A SET PK NAIL IN THE WESTERLY MARGIN OF ALLEY #440;
THENCE, WITH SAID MARGIN, S08°51'08"W, A DISTANCE OF 50.00' TO A PK NAIL SET AT THE NORTHEAST CORNER OF REBA'S BUSINESS, INC.;
THENCE, WITH THE NORTHERLY LINE OF REBA'S BUSINESS, INC., N82°46'18"W, A DISTANCE OF 150.00' FEET TO THE POINT OF BEGINNING AND CONTAINING 7,497 SQUARE FEET OR 0.172 ACRES, MORE OR LESS.

BEING LOT 51 ON THE PLAN OF O.B. HAYES SMALL LOTS, RECORDED IN PLAN BOOK 1, PAGE 69, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Being part of the same property conveyed to OWEN BRADLEY, A ONE-THIRD (1/3) UNDIVIDED INTEREST, HAROLD BRADLEY, A ONE-THIRD (1/3) UNDIVIDED INTEREST & CHESTER B. ATKINS AND LEONA ATKINS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, A ONE-THIRD (1/3) UNDIVIDED INTEREST by quitclaim deed from MUSIC CITY REALTY COMPANY, INC., A TENNESSEE CORPORATION of record in Book 6577, Page 170, dated June 4, 1985, said Register's Office.

HAROLD BRADLEY AND WIFE, ELEANOR BRADLEY have conveyed a one-sixth (1/6) undivided interest in said property to JERRY OWEN BRADLEY by deed of record in Book 6835, Page 702, dated April 15, 1986, and a one-sixth (1/6) undivided interest in said property to CHESTER B. ATKINS by deed of record in Book 6835, Page 705, dated April 15, 1986, said Register's Office. CHESTER B. ATKINS died on or about June 30, 2001. He devised said property to be administered as part of his probate estate, NINA SIVEK, EXECUTRIX by will of record in Docket No. 01P1096, in the Seventh Circuit Court for Davidson County, Tennessee, Probate Division.

OWEN BRADLEY, A/K/A WILLIAM OWEN BRADLEY, died testate on or about January 7, 1998. He devised said property to be held in trust by will of record in Will Book A-13, Page 120, Probate Court for Wilson County, Tennessee, a certified copy of which is of record in Book 11415, Page 247, said Register's Office. JERRY OWEN BRADLEY AND PATSY ANN BRADLEY, CO-EXECUTORS OF THE ESTATE OF WILLIAM OWEN BRADLEY have conveyed said property to JERRY OWEN BRADLEY AND PATSY ANN BRADLEY, TRUSTEES UNDER SAID WILL OF WILLIAM OWEN BRADLEY by executor's quitclaim deed of record in Book 11116, Page 736, dated September 15, 1998, said Register's Office. JERRY OWEN BRADLEY AND PATSY ANN BRADLEY TRUSTEES UNDER SAID WILL have conveyed a one-sixth (1/6) interest in said property to PATSY ANN BRADLEY by quitclaim deed of record in Instrument No. 20140724-0065823, said Register's Office, a one-twelfth (1/12) interest to CLAY OWEN BRADLEY by quitclaim deed of record in Instrument No. 20140724-0065824, said Register's Office and a one-twelfth (1/12) interest to LEIGH BRADLEY JANKIV by quitclaim deed of record in Instrument No. 20140724-0065825, said Register's Office.

CHESTER B. ATKINS died on or about June 30, 2001, leaving LEONA ATKINS AS THE SURVIVING JOINT TENANT. LEONA ATKINS died testate on or about October 21, 2009. She devised said property to be administered as part of her probate estate by will of record in Docket No. 09P1698, in the Seventh Circuit Court for Davidson County, Tennessee, Probate Division. NINA

SIVEK, EXECUTOR OF THE ESTATE OF LEONA J. ATKINS, has conveyed said property to NINA SIVEK, TRUSTEE OF THE LEONA J. ATKINS LIVING TRUST by executor's quitclaim deed of record in Instrument No. 20130206-0012557, dated January 16, 2013, said Register's Office. NINA SIVEK, TRUSTEE OF THE LEONA J. ATKINS LIVING TRUST DATED MARCH 22, 2000, has conveyed said property to NINA SIVEK, TRUSTEE OF THE CHESTER B. ATKINS FAMILY TRUST, AND NOT FURTHER OR OTHERWISE, HER SUCCESSOR AND ASSIGNS, WITH FULL POWER TO CONVEY, SELL, MORTGAGE, LEASE OR OTHERWISE ENCUMBER WITHOUT THE JOINDER OR CONSENT OF ANY BENEFICIARY by trustee's quitclaim deed of record in Instrument No. 20130206-0012558, dated January 16, 2013, said Register's Office.

The one-sixth (1/6) undivided interest conveyed to CHESTER B. ATKINS by HAROLD BRADLEY and ELEANOR A. BRADLEY and devised to NINA SIVEK, EXECUTRIX under will of record in Docket No. 01P1096, Seventh Circuit Court, Davidson County, Tennessee, Probate Division was conveyed to NINA SIVEK, TRUSTEE of the CHESTER B. ATKINS FAMILY TRUST of record as Instrument No. 20140725-0066438, said Register's Office.

OFFICE LEASE GUARANTY

For valuable consideration, the undersigned, Ben Folds (the "Guarantor"), hereby unconditionally guarantees the due, prompt and complete performance (including payment) by **BEN FOLDS** ("Tenant"), of each and every obligation of Tenant (collectively, the "Obligations") under that certain Office Lease Agreement effective as of December 1, 2014 (the "Lease"), by and between **BRAVO DEVELOPMENT, L.L.C.** ("Landlord") and Tenant. Guarantor agrees to pay any and all reasonable attorneys' fees, expert witness's and consultant's final court costs and collection charges incurred by Landlord in enforcing this Guaranty. The aggregate liability of Guarantor under this Guaranty shall not under any circumstances exceed the aggregate lease obligations of Tenant under the Lease.

The obligations of Guarantor under this Guaranty are independent of the obligations of Tenant, and a separate action or actions may be brought against Guarantor, regardless of whether action is brought against Tenant or whether Tenant is joined in any such action or actions.

Guarantor authorizes Landlord, without notice to or demand upon Guarantor (except as shall be required by applicable statute and by law cannot be waived), and without affecting or impairing Guarantor's liability hereunder, from time to time to renew, compromise, extend, increase or otherwise change the time for payment of, or otherwise amend or change the terms of, the Obligations or any party thereof. Subject to the provision of the immediately preceding paragraph, Guarantor hereby waives all presentments, demands for performance, notices of nonperformance, notices of protest, notices of dishonor and notices of acceptance of this Guaranty. Subject to the provision of the immediately preceding paragraph, Guarantor agrees that its liability hereunder shall not be released, discharged or in any way affected by any delay, waiver or inaction by Landlord of any of its rights under the Lease.

Dated effective as of _____, 2014

GUARANTOR:

_____

Ben Folds
30 Music Sq. West Suite 100 plus additional 600 Ft

30 MUSIC SQUARE WEST COMMERCIAL LEASE APPLICATION

Please fill in this commercial lease application form completely and submit it with any supporting documents (business registration, credit report etc).

BUSINESS INFORMATION

Legal Business Name: _____ Established Since: _____

DBA Name: _____ Number of Employees: _____

Business Type: [ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] L.L.C.

Business Scope: _____ Gross Annual Revenue: $_____

Main Address: _____

Business Phone: _____ Business Email: _____

Business Fax: _____ Business URL: _____

BUSINESS RENTAL HISTORY

Current Address: _____

Landlord Name: _____ From/To: _____

Landlord / Agent Contact Number: _____ Rent: $_____

Reason for Leaving: _____

OWNER(S) INFORMATION

1. Full Name: _____ Birth Date: _____

Contact Number: _____ Email Address: _____

Social Security Number: _____-_____-_____

Home Address: _____

2. Full Name: _____ Birth Date: _____

Contact Number: _____ Email Address: _____

Social Security Number: _____

Home Address: _____