

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made as of this the 16 day of February, 2021 by and between WALKS OF LIFE, LLC, a Tennessee limited liability company, located at 5333 Buckhead Trail, Knoxville, Tennessee ("Landlord"), and Revitalist, LLC, a Tennessee limited liability company ("Tenant"), to wit:

WITNESSETH:

1. **DEMISE**

For and in consideration of the Rent and other amounts hereinafter stipulated to be paid and the provisions of this Lease, Landlord hereby demises and lets to Tenant, and Tenant hereby takes and leases from Landlord, subject to the provisions hereinafter set forth, the property hereto together with the improvements thereon containing approximately five thousand, three hundred eighty (5,380) square feet of space with the address of 10608 Flickenger Lane, Knoxville, Tennessee 37922 (the "Premises").

2. **TITLE; CONDITION**

The Premises are demised and let without representation or warranty, express or implied, by Landlord, as to the state of title thereto existing at the commencement of the term of this Lease, except that Landlord has fee simple title to the Premises. The Premises are leased **AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.**

3. **USE AND OCCUPATION**

The Tenant will carry on business under the name of Revitalist, LLC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant shall use and occupy the Premises solely for the use as a medial office providing Ketamine infusions, vitamin infusion therapy, acupuncture, massage, and nutritional therapy and for no other purpose and shall be subject to restrictions then applicable to the Premises. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of the commencement of the Term and throughout the Term, and will continuously occupy and utilize 5,380 square feet of the Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such a manner as to comply with all statutes, bylaws, rule and regulations of any federal, state, municipal or other competent authority

and will not do anything on or in the Premises in contravention of any of them.

4. **TERM**

The term of the Lease is for a period of five years commencing at on the 1st day of February 2021 and continuing for that term until the Landlord or the Tenant terminates the tenancy (the "Term"). The Lease can be renewed for an additional five year term at terms to be agreed to by the parties at the time of renewal. The Tenant shall advise the Landlord in writing 90 days before the end of the initial five year term of the intent of the Tenant to renew the Lease. If at the end of the first five year term the Tenant has not notified the Landlord of the intention to renew the Lease, the Lease shall continue on a year to year basis with either party being able to give a 90 day notice of termination.

5. **RENT/SECURITY DEPOSIT**

- A. Security Deposit. Tenant shall pay to Landlord security deposit equal to one month of annual rent. Security deposit is due and payable to Landlord upon signing Lease Agreement.
- B. Base Rent. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$13,450.00, payable per month for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
- C. The Tenant will pay the Base Rent on or before the tenth of each and every month of the Term to the Landlord.
- D. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
- C. Interest. All Base Rent not paid by Tenant by the 10th business day of the month shall bear interest at the lower of the highest rate permitted by applicable law or three percent (3%) over the prime rate as such rate is published daily in the Wall Street Journal.

6. **REAL AND PERSONAL PROPERTY TAX**

Landlord shall pay the real property taxes and other assessments ("Taxes") which are levied and assessed against the real property on which the Premises are located including the Taxes for the year 2021. Tenant agrees to pay any personal property tax levied and assessed. Tenant shall pay all personal property taxes on its personal property located on

or stored at the Premises.

7. **UTILITIES**

Landlord shall be responsible for the payment of all bills and other charges for electrical, natural gas, water and sewer, which serve the Premises. The Tenant shall be responsible for the payment of telephone, cable, internet service, garbage pick up and any other utilities not paid by the Landlord.

8. **SECURITY SYSTEM**

Tenant shall be responsible for the payment of all bills and other charges for the security system that serves the Premises.

9. **REGULATORY PERMITS AND CODES**

The Tenant shall ensure the maintenance of the occupancy permit and the compliance with the applicable State and local code enforcement agencies, including, but not limited to Fire Marshal and the Knox County Building Inspector. In the event that fines and/or penalties are levied against the Premises for the violation of any such permits, codes, or regulations, said fines shall be paid by the Tenant.

10. **INDEMNIFICATION**

Commencing as of the date hereof, Tenant is and shall be in exclusive control of the Premises and Landlord shall not have any liability to Tenant or any third party in connection therewith. Therefore, notwithstanding any allegation or determination of relative responsibility, Tenant shall pay, and shall protect, indemnify and hold Landlord harmless from and against, any and all liabilities, losses, damages, costs expenses (including, without limitation, attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever, whether foreseen or unforeseen, ordinary or extraordinary, arising or alleged to arise (collectively "Liabilities") from or in connection with: (i) any injury to, or the death of, any person or any damage to or loss of property; (ii) the violation by Tenant of any provisions of this Lease or of any law, rule, regulation, ordinance, restriction, or insurance policy, now or hereafter in effect, or of any agreement to which Tenant is a party or by which it is bound, now or hereafter, or of any agreement of which Tenant has notice and which is now in effect, affecting or applicable to the possession, use, occupancy, maintenance or repair of the Premises or any portion thereof or of adjoining passageways, sidewalks or streets; and (iii) any subletting of the Premises or assignment of the Lease. This provision shall survive the termination or expiration of this Lease.

11. **MAINTENANCE AND REPAIR**

Tenant, at its sole cost and expense, shall maintain in good condition and order and take good care of the Premises, shall make all nonstructural repairs thereto (and, if damage is caused by Tenant's negligence or misconduct, structural repairs thereto), whether interior or exterior, ordinary or extraordinary, foreseen or unforeseen, specifically including, but not limited to, all plumbing, electrical, glass windows and doors. Landlord shall maintain and keep the roof and the structure of the Premises and the sidewalks, paved area, and curbs on and adjacent thereto in good condition and repair. Landlord shall be responsible for all HVAC maintenance and repairs. Tenant shall be responsible for maintaining outside landscaping, planted areas, as well as snow and ice removal. If Tenant: (a) shall refuse or neglect to make any repairs or replacements for which it is obligated hereunder, or (b) if Landlord is required to make exterior, structural or other repairs by reason of negligence or misconduct of Tenant for which Tenant is responsible hereunder, Landlord shall have the right, but not be obligated to make such repairs or replacements on behalf of and for the account of Tenant. In such event, Tenant shall promptly reimburse Landlord for all costs which it incurred plus an administrative fee equal to seven percent (7%) of the same.

12. **ALTERATIONS AND ADDITIONS**

- A. Tenant, without the prior written consent of Landlord, shall not demolish or undertake any structural alterations of any of the Premises or any part thereof that would change the overall character of the Premises, weaken or impair the structure, integrity, lessen the value of the Premises, or alter its exterior.
- B. Tenant shall not subject the fee title in and to the Premises to any easements or to any liens of mechanics, laborers, materialmen, contractors or subcontractors, or to any other liens or charges whatsoever arising out of the construction, maintenance or repair of buildings, structures, or other improvements, or arising in any other manner. Tenant agrees to immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's or other lien against the Premises which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant or any subtenant in, upon or about the Premises.
- C. Notwithstanding the foregoing, Landlord agrees that all trade fixtures, machinery, and equipment installed by Tenant and which are removable without material damage to the Premises shall remain the property of Tenant but Tenant shall indemnify and hold Landlord harmless from any damages or cost of repairs to the Premises caused by Tenant's removal of such personal property.

13. **CONDEMNATION AND CASUALTY**

- A. In the event that the title to all or substantially all of the Premises shall be taken by condemnation proceedings or any right of eminent domain, this Lease shall terminate and expire on the date of such taking and Landlord and Tenant shall each be entitled to receive the proceeds resulting from such taking attributable to its interest. In the event of a partial taking which does not take the Premises, Tenant acknowledges that Landlord shall be entitled to the entire award.
- B. Should the Premises be damaged by fire or other casualty resulting from the fault or negligence of Tenant, Tenant's agents, employees or invitees, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord and Base Rent shall continue without abatement. Should the Premises be damaged by fire or other casualty not caused by negligence or fault of Tenant, its agents, employees or invitees, the following shall result: (i) should the Premises be rendered wholly unfit for occupancy and not be susceptible of repair within a reasonable time after such damage, Landlord or Tenant shall have the option to terminate this Lease as of the date of such damage, and Tenant shall pay Base Rent hereunder apportioned to the time of such damage and immediately surrender the Premises to the Landlord; or (ii) should such damage be capable of repair within a reasonable time after occurrence, and Landlord elects to repair, then Landlord shall cause to be made such repairs (using for such purpose available insurance proceeds) without affecting this Lease, but the Base Rent hereunder shall be reduced or abated as shall be equitable while such repairs are being made. In all cases, due allowance shall be made for reasonable delay effecting repairs where /caused by delay in adjustment of insurance loss, strikes, labor difficulties, or any cause beyond Landlord's control.
- C. In no event shall Landlord be liable to Tenant for the interruption of services to the Premises, or for the loss or interruption of Tenant's business.

14. **INSURANCE**

- A. Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- B. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no such liability for such loss.
- C. Tenant shall, at all times during the Term hereof and at its cost and expense, maintain and keep in force the following policies of insurance which shall be

acceptable to Landlord in amount, substance and carrier:

1. Insurance for Tenant's personal property located on the Premises and the leasehold improvements in the amount of the full insurable value of such personal property and leasehold improvements, with replacement cost endorsement, against loss or damage caused by fire and any of the risks covered by insurance of the type known as "fire, extended coverage, and broad form perils." Adequate limits of liability must be maintained to comply with appropriate coinsurance requirements.
 2. Statutory Worker's Compensation insurance (as applicable).
- D. Tenant shall maintain and keep in force and effect a general liability insurance policy, including, but not limited to, insurance against assumed or contractual liability under this Lease with respect to liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage or not less than One Million Dollars (\$1,000,000) per occurrence combined single limit/Two Million Dollars (\$2,000,000) general aggregate (but not less than \$1,000,000 per location aggregate).
- E. Every insurance policy relating to the Premises (excluding Tenant's personal property) shall name Landlord as an additional insured, and shall provide that thirty (30) days prior to cancellation, written notice of cancellation shall be given to Landlord, shall not be invalidated by any act or neglect of Landlord or Tenant, nor by any foreclosure or any other proceedings or notices thereof relating to the Premises or any interest therein, nor by any change in the title or ownership of the Premises for purposes more hazardous than are permitted by such policy. No such policy shall contain a provision relieving the issuer thereof of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the peril involved.
- F. Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease, certificates of insurance evidencing all the insurance that is then required to be maintained by Tenant, and Tenant shall, not less than thirty (30) days prior to the expiration of any insurance, deliver certificates of insurance to Landlord evidencing the renewal of such insurance.
- G. Landlord shall be responsible for insuring the building structure at own expense.

15. **EXPIRATION OR TERMINATION**

- A. In the event of the expiration or termination of this Lease for any reason, the

obligation and liabilities of Tenant, actual or contingent, under this Lease which shall have arisen, but which shall not have been performed or satisfied, shall survive such termination. Tenant shall remain obligated to deliver all proceeds of insurance then held by Tenant in respect of any casualty which occurred prior to such termination.

- B. Upon the expiration or termination of this Lease, the Base Rent payable hereunder shall be prorated to the date of such expiration or termination.

16. **SUBLETTING; ASSIGNMENT**

- A. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part fo the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Least (except to a parent, subsidiary or affiliate of the Tenant), without prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
- B. In such cases of subletting or assignment to any entity, Tenant shall remain primarily liable for all of its obligations under this Lease and such obligation shall continue undiminished and as the obligations of a principal as though no such subletting or assignment had been made. Any rental provided for in such sublease which is in excess of the Base Rent payable by Tenant to Landlord hereunder may be kept by Tenant for the Term when the sublease begins, but thereafter shall be paid to Landlord as additional rent hereunder. Landlord's consent to any subletting or assignment shall not be deemed consent to any other subletting or assignment. Any sublease or assignment by Tenant not in compliance with the provisions of this Section shall be void.
- C. Landlord may mortgage, assign, convey or otherwise transfer its estate, right, title and interest hereunder or in the Premises, or any portion thereof, without the consent of Tenant. Tenant shall subordinate its interest in this Lease and attorn to any mortgagee of the Premises, provided that such mortgage agrees not to disturb Tenant's possession of the Premises so long as it is not in default hereunder. Tenant agrees to execute such non-disturbance and attornment agreements as Landlord may reasonably request. In the event of any such transfer of title of its estate in this Lease, Landlord shall automatically be relieved of all its obligations upon the transferee's assuming such obligations. Any estate, right, title or interest assigned as permitted by this Section may be assigned and reassigned in like manner by any assignee thereof.
- D. Landlord agrees, that if the Tenant is in full compliance with all terms and

conditions of this Lease and all Base Rent is paid current, to provide an estoppel certificate from time to time, upon Tenant's request, stating that the Lease is in full effect and that Tenant is not in default hereunder.

17. **ADVANCES BY LANDLORD**

If Tenant fails to make or perform any payment or act on its part to be made or performed under this Lease, then Landlord may, but need not, without waiving any default or releasing Tenant from any obligation, make such payment or perform such act for the account and at the cost and expense of Tenant. All amounts so paid by Landlord and all necessary and incidental costs and expenses (including, but not limited to attorney's fees and expenses) incurred in connection with the performance of any such act by Landlord, together with interest at the highest rate allowable under the applicable law from the date of the making of such payment or of the incurring of such costs and expenses by Landlord, shall be payable by Tenant to Landlord on demand as additional rent.

18. **CONDITIONAL LIMITATIONS - EVENTS OF DEFAULT AND REMEDIES**

A. Any of the following occurrences or acts shall constitute an "event of default" under this Lease:

1. If Tenant shall default in making payment when due the Base Rent, or other monetary sum payable hereunder; or
2. If Tenant shall default in the observance or performance of any provisions of this Lease to be observed or performed by Tenant hereunder; or
3. If the Premises shall be abandoned by Tenant for a period of thirty (30) consecutive days, provided, however, that the Premises shall not be deemed to have been abandoned if Tenant shall observe and perform the provisions of this Lease to be observed and performed by Tenant and if Tenant is continuing to manage and operate the Premises; or
4. If Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or under any similar federal or state law, now or hereafter In effect, or shall be adjudicated a bankrupt or become insolvent, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall be dissolved, or shall suspend payment of its obligations, or shall take any corporate action in furtherance of any of the foregoing; or

5. If a petition or answer shall be filed proposing the adjudication of Tenant as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar federal or state law, now or hereafter in effect, and (i) Tenant shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or
 6. If a receiver, trustee, or liquidator (or other similar official) shall be appointed for or take possession of charge of Tenant or of all or any substantial portion of the business or assets of Tenant or of Tenant's estate or interest in the 1 Premises, and shall not be discharged within sixty (60) days thereafter or if Tenant shall consent to or acquiesce in such appointment.
- B. This Lease and the term and estate hereby granted are subject to the limitation that whenever an event shall have occurred, Landlord may, at its election, during the continuance of such event of default:
1. Proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Tenant of the applicable provisions of this Lease or to recover damages for the breach thereof; or
 2. By written notice to Tenant, as provided herein, terminate this Lease, whereupon Tenant's estate and all right of Tenant to the use of the Premises shall forthwith terminate as though this Lease had never been made, but Tenant shall remain liable as hereinafter provided; and thereupon Landlord shall have the immediate right of re-entry and possession of the Premises and the right to remove any or all persons or property therefrom, and Landlord may thenceforth hold, possess, and enjoy the Premises free from any rights of Tenant and any person claiming through or under Tenant, and Landlord shall have the right to recover forthwith from Tenant: (a) any and all Base Rent and all other amounts payable by Tenant hereunder which may then be due and unpaid or which may then be accrued and unpaid; (b) as liquidated damages for loss of the bargain and not as a penalty, an amount equal to the excess of the aggregate of all unpaid Base Rent which would have been payable if this Lease had not been terminated prior to the end of the Term over the aggregate fair rental value of the Premises at the date of termination of this Lease for the period from such termination date to the end of the Term both discounted in accordance with accepted financial practice at the rate of five percent (5%) per annum to then-present worth; provided, however, the Landlord shall not owe any sums to Tenant if such discounted fair rental value is greater than such discounted unpaid Base Rent; and (c) any and all damages and expenses (including, without limitations, attorney's

fees and expenses) which Landlord shall have sustained by reason of the breach of any provision of this Lease or the termination of this Lease.

- C. Unless the Term of this Lease shall have terminated or as permitted by law, if Landlord shall obtain possession of the Premises or any portion thereof following an event of default hereunder, Landlord shall have the right, without notice, to repair or alter the Premises or any portion thereof in such manner as to Landlord may deem appropriate consistent with Tenant's obligations as provided in this Lease, to put the same in good order and to make the same rentable, and shall have the right, at Landlord's option, to re-let the Premises or any portion thereof, and Tenant agrees to pay to Landlord on demand all fees, costs and expenses incurred by Landlord in obtaining possession, and in repairing and putting the Premises or any portion thereof in good order and condition, and in reletting the Premises or any portion thereof including reasonable fees and expenses of attorneys, engineers, mechanics and other skilled persons and other reasonable expenses and commissions.
- D. At the request of Landlord upon the occurrence of an event of default hereunder, Tenant will quit and surrender the Premises to Landlord or its agents, and Landlord / may without further notice enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or otherwise. The words "enter," "re-enter," and "re-entry" are not restricted to their technical meaning.
- E. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, now or hereafter existing. The failure of Landlord to insist upon the strict performance of any provision or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or relinquishment thereof for the future. Receipt by Landlord of any Base Rent payable hereunder with knowledge of the breach of any provisions contained in this Lease shall not constitute a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless made under the signature of an officer of Landlord. Landlord shall be entitled to, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to a decree compelling observance or performance of any provision of this Lease, or to any other legal or equitable remedy.
- F. Notwithstanding any other provision of this Lease, Landlord is required to exercise commercially reasonable efforts to mitigate its damages and relet the Premises if Tenant breaches this Lease. If Landlord attempts to relet the Premises, Landlord shall exercise commercially reasonable judgment in

determining whether or not a proposed tenant is suitable and acceptable. In no event shall Tenant be entitled to any sums collected by Landlord by reletting.

19. **NOTICES**

Any notice provided for in or permitted under this Lease shall be made in writing and may be given or served by: (i) delivering the same in person to the party to be notified; or (ii) depositing the same in the mail, postage prepaid, registered or certified with return request requested, and addressed as follows:

If to Landlord:

Walks of Life, LLC
Attn: William A. Walker
5333 Buckhead Trail
Knoxville, TN 37919

If to Tenant:

Revitalist, LLC
Attn: _____
10608 Flickenger Lane
Knoxville, Tennessee 37922

If notice is deposited in the mail, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties shall be, until changed, as hereinafter provided above.

20. **SURRENDER**

- A. Upon the expiration or earlier termination of the term of this Lease, Tenant shall surrender the Premises to Landlord in the same condition in which the Premises were originally received from Landlord except as repaired, rebuilt, restored, altered, or added to as permitted by any provision of this Lease or as agreed upon in writing by Landlord and Tenant and except for ordinary wear and tear. Property not removed shall become the property of Landlord, which may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and dispositions as well as the cost of repairing any damage caused by such removal shall be borne by Tenant.
- B. Except for surrender upon the expiration or earlier termination of the term hereof, no surrender to Landlord of this Lease or of the Premises or any portion thereof or of any interest therein shall be valid or effective unless agreed to and accepted

under signature of any officer of Landlord, and no act by any other representative or agent of Landlord, and no act by Landlord, other than such and agreement and acceptance so signed, shall constitute an acceptance of any such surrender.

- C. In the event that Tenant holds over or Tenant fails to surrender the Premises upon the termination or expiration of this Lease, then the Base Rent for the holdover period shall be the then Base Rent, as adjusted, plus an additional ten percent (10%) as a holdover fee.

21. **QUIET ENJOYMENT**

As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall, subject to the terms of this Lease, peaceably hold and enjoy the Premises. All entrances, exits, approaches and means of entrances and approaches, shall be and remain Intact and uninterrupted by any act of Landlord during the term hereof.

22. **SEPARABILITY**

Each provision contained in this Lease shall for all purposes be construed to be separate and independent. The breach of any provision hereof by Landlord shall not discharge or relieve Tenant from Tenant's obligation to observe and perform each provision of this Lease, unless such breach materially interferes with Tenant's use of the Premises. If the application of any provision hereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be enforceable to the full extent permitted.

23. **ENTIRE AGREEMENT**

This Lease contains the entire agreement of the parties hereto with respect to the lease of the Premises and may not be modified orally or in any other manner than by an agreement in writing signed by all parties hereto or their respective successors in interest.

24. **MEMORANDUM OF LEASE**

This Lease shall not be recorded or circulated without Landlord's prior consent provided, however, either party hereto may record a memorandum of this Lease containing a brief description of the Premises, the parties hereto and the Term.

25. **WAIVER OF SUBROGATION**

Landlord and Tenant hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to Premises, property or business caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance, whether now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Landlord and Tenant agree that they shall use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.

26. **ATTORNEY'S FEES**

In the event it becomes necessary for Landlord to engage or employ an attorney to enforce any of the provisions of this Lease which are agreed to be performed by Tenant, or if Landlord shall engage or employ an attorney by reason of Tenant's default or breach of any of the provisions hereof, Tenant shall be liable for, and Tenant shall pay, Landlord's reasonable expenses for such attorney's services together with any costs or expenses which may be incurred by Landlord in connection therewith.

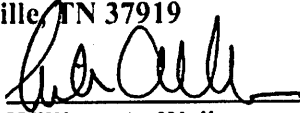
27. **MISCELLANEOUS**

- A. This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.
- B. The headings and captions contained in this Agreement are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.
- C. This Lease is binding on the parties hereto and their respective heirs, successors and assigns.
- D. In the event the Landlord elects to sell the building and premises, the Tenant will have first right of refusal on option to purchase the property. This provision is only binding while the Tenant and Landlord have a current lease agreement for this property and the Tenant is occupying the building. If the Tenant subleases or appoints the premises to another company, this provision will be invalid. Upon termination or expiration of the lease agreement, this provision is null and void.

WITNESS WHEREOF, this instrument has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

**WALKS OF LIFE, LLC,
a Tennessee limited liability company
5333 Buckhead Trail
Knoxville, TN 37919**

By: 
William A. Walker
Title: Member

TENANT:

**REVITALIST, LLC, a Tennessee limited
liability company,
10608 Flickenger Lane
Knoxville, TN 37922**

By: _____
Title: _____

WITNESS WHEREOF, this instrument has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

**WALKS OF LIFE, LLC,
a Tennessee limited liability company
5333 Buckhead Trail
Knoxville, TN 37919**

By: _____
William A. Walker

Title: _____

TENANT:

**REVITALIST, LLC, a Tennessee limited
liability company,
10608 Flickenger Lane
Knoxville, TN 37922**

By:  _____
Pat Gray

Title: _____